



Tender No. TKASC2018-004
SUPPLY & TRANSPORT OF GRAVEL
For
KOWANYAMA ABORIGINAL SHIRE COUNCIL

Closing Time: 4.00 PM

Day: Monday

Date: 29th October 2018

Location Tender Box
Kowanyama Aboriginal Shire Council
Kowanyama Office
30 Chapman Rd
Kowanyama Q 4871

**KOWANYAMA ABORIGINAL SHIRE COUNCIL
TENDER TKASC2018-004**

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**KOWANYAMA ABORIGINAL SHIRE COUNCIL
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NOTICE TO TENDERERS

1. General

The information presented as follows is for assisting Tenderers with their tender submissions.

2. Form of Contract

The Contract is a Lump Sum Contract. The Australian Standard AS 2124– 1992 General Conditions of Contract” shall apply to and form a part of this Contract. A copy of AS 2124 – 1992 is available for inspection by Tenderers on request from JRG Civil.

This contract is not subject to rise and fall.

3. Pricing

This tender is for a Lump Sum Contract. The Tendered Lump Sum shall include the rates and amounts for which the Tenderer is prepared to carry out each component of the whole of the works described and intended in the documents issued by the Principal for tendering in accordance herewith.

Kowanyama Aboriginal Shire Council (KASC) reserves the right to negotiate a reasonable rate for any similar works in association with this contract.

4. Tender Deposit

A tender deposit of NIL shall be lodged by the Tenderers in accordance with the Conditions of Tendering specified herein. The deposit must be in the form of a cheque and shall accompany the tender submission. Tenders received without the deposit will not be considered.

5. Local Conditions and Labour

Tenderers are reminded of the remoteness of the works site and must make allowance for all costs associated with mobilisation, demobilisation, waiting time, accommodation and transportation of all personnel and equipment necessary to carry out the works. Tenderers are further encouraged to use local labour and subcontractors wherever possible

6. Information Required in Tender Submission

- Signed copy of Conditions of Tendering.
- Signed Tender Form.
- Completed copy of Schedules A, B, C, D, E and F.

7. Tender Inquiries and Lodgement of Tenders

Inquiries shall be directed to Mr Jason Gould, JRG Civil on 0422 225 957/0477 958 200.

Lodgement by mail, facsimile or email (followed by hard copy) by the advertised closing time to:

Attention: Jason Gould, Kowanyama Aboriginal Shire Council:

In Person: 30 Chapman Road, Kowanyama Q 4871

Mail: P.O Box 4769, Westcourt, QLD 4870

Fax: 07 40 544 203

Email: tenders@jrgcivil.com.au

**KOWANYAMA ABORIGINAL SHIRE COUNCIL
TENDER TKASC2018-004**

(TO BE SUBMITTED WITH TENDER)

CONDITIONS OF TENDERING

Tenders shall close at 4 (four) o'clock on **Monday, 29th October 2018**, at the office of KASC, Kowanyama Office, 30 Chapman Road, Kowanyama, Queensland 4871.

1. Full of the works specified, including the Tender Documents, may be inspected and/or obtained on application to JRG Civil (tenders@jrgcivil.com.au).
2. The Tender documents shall consist of the Conditions of Tendering, the completed Tender Form, the Contract Conditions (including Annexure), the Schedules of Information, the Specification, the Drawings and any document, drawing or statement required by the preceding documents to be submitted by the tenderer.
3. The tender shall be submitted on the Tender Form and other forms provided, each of which shall be signed by the Tenderer. All information called for on the forms shall be inserted in the respective places provided and the words "as required" or similar expressions will not be acceptable in the completion of the forms.
4. Every tender shall set forth the full given names, family name and address of the Tenderer, and, when the tender is in the name of a firm the names in full and addresses of each member of the firm, when the tender is submitted by a Company the Tender shall set forth the name of the Company and the address of the registered office of the Company.
5. Every tender shall be enclosed in a sealed envelope addressed to the Superintendent and the front of the envelope shall be endorsed with the Contract number, the contract description and the time and date at which the tenders are to close.
6. Tenders may be lodged by email, fax, and post or by a recognised carrier providing a direct delivery service to the office of KASC Cairns, but otherwise shall be lodged in the Tender box at KASC Cairns by being placed therein before the time specified for the close of Tenders. All email and fax submissions shall be accepted provided originals are received within four (4) days after the closing date. Any Tender not in the Tender box before the specified closing time shall not be considered unless there is evidence satisfactory to the Superintendent that such Tender:
 - (a) was delivered to before the specified closing time;
 - (b) was either posted or despatched by a recognised carrier providing a direct delivery service to the office of KASC Cairns in enough time to reach the office under normal circumstances before the specified closing time but was still in course of delivery by post or by the recognised carrier at the specified closing time.
7. Tenders delivered after the closing time for the receipt of tenders may be rejected at the discretion of the Superintendent; no matter what the reason is for the late delivery.

Franking machine stamps will not be accepted by the Superintendent as proof of the date of posting of a Tender received after the specified closing time for the receipt of Tenders.

A Tender received by Fax, E-mail or other electronic means, will be considered provided the Tender is received by the due time. Tenderers shall allow enough time for back up in fax and delays through electronic devices. A hard copy of the tender exactly matching electronic copy is required within one week of close of tenders.
8. ~~If the Contract to be tendered for is a Schedule of Rates Contract, each Tenderer shall state in the Schedule of Quantities and Rates provided, the rates at which he tenders to carry out the various items of work and shall in addition state the total price arrived at by summing the itemised amounts. The sum to be inserted in the Tender shall agree with the total in the~~

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~~Schedule of Quantities and Rates and shall not be deemed or taken to mean a Lump or Bulk Sum Contract but is inserted merely to enable the Principal to ascertain which Tender is the lowest. If any error is made in the calculations or summation of the prices, the Tenderer shall be bound by rates stated in the Schedule and the amount stated in the Tender shall be altered by the Principal to conform to the amount shown in the Schedule after correction.~~

9. If the Contract to be tendered for is a Lump or Bulk Sum Contract, each Tenderer shall deposit with his Tender a Schedule of Quantities and prices fully priced, moneyed out to agree with the Lump or Bulk Sum of his Tender and signed by the Tenderer. The Lump Sum shall be the stated Lump or Bulk Sum of the Tender and shall agree with the correct addition of the itemised amounts. If any Tender shall be accepted and any correction shall be necessary in such Schedule of Quantities and Prices to arrive at the Lump or Bulk Sum in manner hereinbefore in this Clause provided, the successful Tenderer shall, without any undue delay, make such alterations in and to the Schedule of Quantities and Prices (and whether in the quantities thereof or in the rates) as the Superintendent shall consider necessary for such purposes.
10. The whole of the works specified will be let in one Contract except in the case of a Schedule of Rates Contract, where such work is divided into sections or where the specification calls for one or more articles or sets of articles, in which case the Superintendent reserves the right of accepting a Tender for the whole of the works or separate Tenders for any one or more of the sections of the works, or for any one or more of the articles or sets of articles. Tenderers may offer an alternative price or prices to apply in the event of one or more sections of the work or one or more articles or sets of articles being accepted.
11. Each Tenderer shall show in his Tender the time within which he is prepared to perform the Contract, unless the time for completion of the Contract is specified in the Tender Documents.
12. ~~Contracts may be either on a Fixed Price basis or a Rise and Fall basis, irrespective of their duration, as stated in the specification. Where the Contract is subject to a Rise and Fall in price:~~
 - (i) ~~Each Tenderer shall lodge with his Tender:~~
 - a) ~~Written clearly defining the method to be adopted in determining any or every variation of Tender price contingent on variation in rates of wages, price of materials, or other factor, e.g., customs duty, shipping or freight charges etc.~~
 - b) ~~Complete basis information necessary to enable the defined method variation to be applied.~~
 - (ii) ~~There shall be no variation in price in respect to any variation in rates of wages, price of materials, or other factor, occurring after the time fixed for the completion of the Contract or any extension of time under the Contract approved by the Principal.~~
13. Where the Tender is for the execution of any work, Tenderers are **advised** to visit the site/s of the work and satisfy themselves of local conditions and facilities. The Principal will not be liable for any claim on the ground of insufficient information.

A prospective Tenderer may within a reasonable time before the specified time for the closing of Tenders request information on any technical point of doubt in the Tender Documents, but such request shall be submitted in writing to the Superintendent. Written advice in respect of the written request shall be given by the Superintendent with as little delay as possible and where in the opinion of the Superintendent such advice could influence Tenders similar written advice shall be given forthwith by the Superintendent to all known prospective Tenderers.

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14. The quantities and/or items (if any) supplied are for information only, the Principal accepting no responsibility for their accuracy.
15. The Principal shall not be bound by any verbal advice given or information furnished by any officer of the Principal in respect of the Contract but shall be bound by written advice only or information furnished by the Superintendent or by any officer of the Superintendent.
16. ~~Each Tenderer shall as a guarantee of good faith, deposit with his Tender a preliminary deposit of \$Nil. Each deposit shall be in bank draft, bank certified cheque, money order, or other security approved by the Superintendent.~~
17. The Tender shall remain valid for a period of ninety (90) days from the date of closing of Tenders unless withdrawn by the Tenderer by notice in writing to the Superintendent.

~~If for any reason before the acceptance of the Tender the Tenderer shall withdraw the Tender, the moneys deposited by the said Tenderer as a guarantee of good faith may by notice in writing be forfeited to the Superintendent as liquidated damages.~~

18. The successful tenderer shall be notified in writing of the acceptance of his tender subject to the conditions stated in the Contract Conditions, and the successful tenderer shall within the time mentioned therein, deposit the amount provided for in Clause 3 of the Contract Conditions in a form approved by the Principal, made payable to the order of the Principal, and such amount shall be held by the Principal as security for the due and faithful performance and fulfilment of his tender and the contract arising out of the acceptance thereof, and the said tenderer shall within the time provided for in the aforesaid Minor Works Contract Conditions execute, sign and deliver to the Principal a deed or agreement for the due and faithful performance and fulfilment of his Tender and the Contract arising out of the acceptance thereof. In the event of the said Tenderer failing, neglecting or refusing to comply with the provisions of this Clause, the Principal in addition and without prejudice to anything contained in the Conditions of Tender or to any other right power or remedy of the Principal, may by notice in writing to the said Tenderer, rescind the acceptance of the Tender, and all monies and/or securities deposited by the said Tenderer, in respect of the Tender may be forfeited to the Principal. In such event the Tenderer shall not be entitled under any circumstances to claim for any loss or damage.

The tender together with the Superintendent 's written notice of acceptance thereof, (or an offer including a counter-offer by a party together with the acceptance in writing by the other party of the offer), shall constitute the Contract between the Principal and the successful tenderer.

The Contract shall come into force at the date of the Letter of Acceptance of Tender.

19. ~~The preliminary deposit provided for in Condition 16 thereof will be credited to the tenderer as part payment of the deposit required by Condition 18.~~
20. Every notice to be given to a tenderer shall be posted to the tenderer's address given in the tender, and such posting shall be deemed to be good service of such notice, and the time mentioned in such notice or in these Conditions for doing any act shall be reckoned from the time of posting the notice except that the Date of Acceptance of tender shall be the date advised in the Letter of Acceptance.
21. The Principal may accept the tender that on a view of all the circumstances appears to him to be the most advantageous.

The Principal shall not be bound to accept the lowest or any tender. The Principal will not be responsible for, or pay for, expenses or losses, which may be incurred by any tenderer in the preparation of his tender.

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22. Any tender which does not comply in every respect with the requirements of the tender documents may be rejected.
23. When the tender is a "Lump Sum" tender, the Tenderer shall include with his tender but not as part of its tender, a priced Schedule of Quantities. The schedule of quantities shall not form part of the contract. However, it may at the discretion of the Superintendent be used for the calculation of progress payments as provided for in Clause 42.1 of the Contract Conditions and where applicable for the valuation of variations as provided for in Clause 40.5 of the Contract Conditions.
24. Attention is drawn to the Standard Code of Tendering, AS4120-1994 'Code of Tendering', the provisions of which will be observed in awarding this Contract. A copy of this code may be inspected or obtained on application to JRG Civil.
25. Provided that a conforming tender in accordance with the tender documents is submitted, a tenderer may also submit an alternative offer for consideration. A non-conforming tender will not be considered unless a conforming tender is also submitted. An alternative tender shall be accompanied with all documentation necessary to perform an evaluation.

These are the Conditions of Tender referred to in my quote for Tender No. TKASC2018-004

TENDERER NAME _____
(Please print)

SIGNATURE _____ DATE _____

WITNESS NAME _____
(Please print)

SIGNATURE _____ DATE _____

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TENDER TKASC2018-004**

(TO BE SUBMITTED WITH TENDER)

TENDER FORM

Name of person, firm or company
tendering
USE BLOCK LETTERS

.....

Address

Of

Description of works

hereby tender(s) to perform the work for:
Supply & Transport of Gravel

Contract No. TKASC2018-004 in accordance with the
following documents:

List documents

- **Notice to Tenderers**
- **Conditions of Tendering**
- **Tender Form**
- **Schedule Information to be returned with Tender.**
- **Schedule B – Tendered Lump Sum**
- **Schedule C – Tenderer’s Information**
- **Schedule D – List of Subcontractor & Suppliers**
- **Schedule E – Safety and Insurance Information**
- **Schedule F – Dayworks Charges**
- **Annexure to the Contract Conditions**
- **Specification**
- **Appendix A - TMR Standard Specification**
- **Plans & Drawings**

When the tender documents provide
that the tender is to be a Lump Sum
only, (2) does not apply.

1. For the Lump Sum of:

(\$ _____); and

~~When the tender documents provide
that the tender is to be a Schedule
of Rates only, (1) does not apply.~~

2. ~~At the rates in the attached Schedule of Prices~~

If the Tenderer is a firm, the full
names of the individual members of
the firm must be stated here.

DATED this _____ day of _____ 2015

Signature of Tenderer

**KOWANYAMA ABORIGINAL SHIRE COUNCIL
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(TO BE SUBMITTED WITH TENDER)

SCHEDULE A – INFORMATION REQUIRED TO BE RETURNED WITH TENDER

The following checklist is to be completed and forwarded with the Tender.

The following documents have been completed and are included in my Tender.

- Signed 'Conditions of Tendering' (page 7)
- Tender Form
- Schedule A – Information Required to be Submitted with Tender
- Schedule B – Tendered Rates
- Schedule C – Tenderer's Information
- Schedule D – Personnel and Plant
- Schedule E - List of Subcontractors & Suppliers
- Schedule F - Safety and Insurance Information
- ~~Schedule G – Dayworks Charges~~
- Annexure to Contract Conditions (Superintendent Administered)

Signed: _____

Print Name*: _____

Dated: _____

**Name & signature of individual with authority to sign*

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(TO BE SUBMITTED WITH TENDER)

SCHEDULE B – TENDERED LUMP SUM

Note: Quantities below in the schedules are compacted volumes on roadway and the tenderer should allow for bulking and compaction in pricing and the supply of gravel

SCHEDULE PC1-NDRRA1818E – SCHEDULE OF RATES

PORMPURA AW RD (Alice R – Coleman R)

Chainages (approx.) are in metres and are measured from the Alice River
The Alice River is approx. 40km from Kowanyama

Note: Prices are deemed to be exclusive of the 10 % Goods and Services Tax.

Item	Description	Quantity	Unit	Rate	Amount
					(\$)
PC142	Gravel Re-sheet CH18601-CH18734	32	M3		
PC144	Gravel Re-sheet CH18925-CH19056	32	M3		
PC146	Gravel Re-sheet CH19391-CH19539	32	M3		
PC147	Gravel Re-sheet CH19631-CH19650	28	M3		
PC135	Gravel Re-sheet CH15430-CH15440	4	M3		
PC139	Gravel Re-sheet CH16648-16658	4	M3		
PC141	Gravel Re-sheet CH18567-CH18601	4	M3		
PC901	Gravel Re-sheet CH19665-CH19710	50	M3		
PC903	Gravel Re-sheet CH19550-CH19565	17	M3		
		203	M3		
<u>TOTAL (exclusive of GST)</u>					

Signed: _____

Print Name*: _____

Dated: _____

**Name & signature of individual with authority to sign*

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**SCHEDULE PC2-NDRRA1818E – SCHEDULE OF RATES
PORMPURAAW RD (Alice R – Coleman R)**

Chainages are in metres and are measured from the Alice River
The Alice River is approx. 40km north of Kowanyama

Item	Description	Quantity	Unit	Rate	Amount
					(\$)
PC1P	Gravel Re-sheet CH15888-CH16282	414	M3		
PC2P	Gravel Re-sheet CH17511-CH17665	42	M3		
PC3P	Gravel Re-sheet CH17665-CH19706	42	M3		
PC4P	Gravel Re-sheet CH19706-CH19753	50	M3		
PC5P	Gravel Re-sheet CH20644-CH20951	322	M3		
PC6P	Gravel Re-sheet CH20951-CH24170	2657	M3		
PC7P	Gravel Re-sheet CH20951-CH24170	17	M3		
PC8P	Gravel Re-sheet CH20951-CH24170	398	M3		
		3942	M3		
TOTAL (exclusive of GST)					

Note: Prices are deemed to be exclusive of the 10 % Goods and Services Tax.

Signed: _____

Print Name*: _____

Dated: _____

**Name & signature of individual with authority to sign*

**KOWANYAMA ABORIGINAL SHIRE COUNCIL
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SCHEDULE TC-NDRRA1824E – SCHEDULE OF RATES

TOPSY CREEK RD

Chainages(approx.) are in metres and are measured from the intersection of topsy Ck Road with Kowanyama-Dunbar Road

Item	Description	Quantity	Unit	Rate	Amount (\$)
TC77	Gravel Re-sheet CH-CH (Provisional)	4	M3		
TC95	Gravel Re-sheet CH-CH (Provisional)	77	M3		
		81	M3		
<u>TOTAL (exclusive of GST)</u>					

Note: Prices are deemed to be exclusive of the 10 % Goods and Services Tax.

Signed: _____

Print Name*: _____

Dated: _____

**Name & signature of individual with authority to sign*

**KOWANYAMA ABORIGINAL SHIRE COUNCIL
TENDER TKASC2018-004**

**SCHEDULE PA-NDRRA1819E – SCHEDULE OF RATES
PORMPURAAW ROAD (Magnificent Ck to Mitchell R)**

Chainages(approx.) are in metres and are measured from the Kowanyama Airport

Item	Description	Quantity	Unit	Rate	Amount
					(\$)
PA-187	Gravel Re-sheet CH11486-CH11535	17.2	M3		
PA-208	Gravel Re-sheet CH19210-CH19220	3.5	M3		
PA-212	Gravel Re-sheet CH27780-CH27890	77.7	M3		
PA-213	Gravel Re-sheet CH28447-CH28729	296.1	M3		
		394.5	M3		
TOTAL (exclusive of GST)					

Note: Prices are deemed to be exclusive of the 10 % Goods and Services Tax.

Signed: _____

Print Name*: _____

Dated: _____

**Name & signature of individual with authority to sign*

**KOWANYAMA ABORIGINAL SHIRE COUNCIL
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SCHEDULE PA-R2REC3E – SCHEDULE OF RATES
PORMPURAAW ROAD – (Magnificent Ck to Mitchell R)

Chainages(approx.) are in metres and are measured from the Kowanyama Airport

Item	Description	Quantity	Unit	Rate	Amount
					(\$)
PA-R1	Gravel Re-sheet CH 4830-5340	551	M3		
PA-R2	Gravel Re-sheet CH6600-7000	432	M3		
PA-R3	Gravel Re-sheet CH8000-8190	206	M3		
		1,189	M3		
<u>TOTAL (exclusive of GST)</u>					

Note: Prices are deemed to be exclusive of the 10 % Goods and Services Tax.

Signed: _____

Print Name*: _____

Dated: _____

**Name & signature of individual with authority to sign*

**KOWANYAMA ABORIGINAL SHIRE COUNCIL
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(TO BE SUBMITTED WITH TENDER)

SCHEDULE C – TENDERER'S INFORMATION
(All information will be treated as strictly confidential)

Tenderer's Details

Business Name _____

ACN _____

ABN _____

Type of business (partnership,
public company, private
company, etc) _____

Address _____

Telephone _____

Facsimile _____

Date incorporated _____

Names of Directors or Partners _____

Authorised signatory: _____

Name _____

Position _____

Accountant: _____

Name _____

Contact Phone No. _____

Bank Details: _____

Name of Contact Person _____

Contact Phone No. _____

Signed: _____

Print Name*: _____

Dated: _____

**Name & signature of individual with authority to sign*

**KOWANYAMA ABORIGINAL SHIRE COUNCIL
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(TO BE SUBMITTED WITH TENDER)

SCHEDULE D – PERSONNEL & PLANT

Qualifications and Experience of Key Personnel

Name	Position	Qualification/Experience

Details of OWN Plant & Equipment to be utilised

Make	Make & Model	Size/Capacity

Attach additional information if space is insufficient space.

Signed: _____

Print Name*: _____

Dated: _____

**Name & signature of individual with authority to sign*

**KOWANYAMA ABORIGINAL SHIRE COUNCIL
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(TO BE SUBMITTED WITH TENDER)

SCHEDULE E - SUBCONTRACTOR AND SUPPLIERS INFORMATION

The Tenderer shall provide details of all Subcontractors and Suppliers to be used on the Contract.

Subcontractor or Supplier Name	Component of Works

Signed: _____
Print Name*: _____
Dated: _____

**Name & signature of individual with authority to sign*

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(TO BE SUBMITTED WITH TENDER)

SCHEDULE F - SAFETY AND INSURANCE INFORMATION

The Tenderer shall provide details of Workplace Health and Safety Act Requirements.

Number of Full time and Part time employees:-	
Worker's Compensation Policy No:	
Details of previous accident / incidents: (Attach details if insufficient room).	
Public Liability Insurer (KOWANYAMA ABORIGINAL SHIRE COUNCIL) to be named as a Principal):	
Amount of Public Liability Insurance: (Minimum \$10,000,000).	
Motor vehicle and third party liability insurer(KOWANYAMA ABORIGINAL SHIRE COUNCIL to be named as a Principal):	
Amount of motor vehicle third party ;liability insurance (including statutory cover): (Minimum \$10,000,000).	

NOTE: Attach certificates of currency for each category above.

Signed: _____
 Print Name*: _____
 Dated: _____

**Name & signature of individual with authority to sign*

**KOWANYAMA ABORIGINAL SHIRE COUNCIL
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(TO BE SUBMITTED WITH TENDER)

ANNEXURE TO THE CONTRACT CONDITIONS (Superintendent ADMINISTERED)

**ANNEXURE to the Australian Standard
General Conditions of Contract - PART A**

This Annexure shall be issued as part of the tender documents and is to be attached to the General Conditions of Contract and shall be read as part of the Contract.

The law applicable is that of the State or Territory of: (Clause 1)	Queensland
Payments under the Contract shall be made at: (Clause 1)	Kowanyama Aboriginal Shire Council - Cairns Office
The Principal: (Clause 2)	KOWANYAMA ABORIGINAL SHIRE COUNCIL
The address of the Principal:	30 Chapman Rd Kowanyama QLD 4871
The Superintendent: (Clause 2)	Mr Jason Gould
The address of the Superintendent:	P O Box 4775 Cairns QLD 4870
Limits of accuracy applying to quantities for which the Principal accepted a rate or rates: (Clause 3.3(b))	Not Applicable
Bill of Quantities - the alternative applying: (Clause 4.1)	Alternative 2
The time for lodgement of the priced copy of the Bill of Quantities: (Clause 4.2)	Time of Tender
# Contractor shall provide security in the amount of: (Clause 5.2)	5%
# Principal shall provide security in the amount of: (clause 5.2)	Nil

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# The period of notice required of a party's intention to have recourse to retention moneys and/or to convert security: (Clause 5.5)	4 weeks
The percentage to which the entitlement to security and retention moneys is reduced: (Clause 5.7)	50%
Interest on retention moneys and security - the alternative applying: (Clause 5.9)	Alternative 2
The number of copies to be supplied by the Principal: (Clause 8.3)	3
The number of copies to be supplied by the Contractor: (Clause 8.4)	3
The time within which the Superintendent must give a direction as to the suitability and return the Contractor's copies: (Clause 8.4)	28days
Work which cannot be subcontracted without approval: (Clause 9.2)	All or any part of the works
The percentage for profit and attendance: (Clause 11(b))	10%
The amount or percentage for profit and attendance: (Clause 11(c))	Not Applicable
Insurance of the Works - the alternative applying: (Clause 18)	Alternative 1
The assessment for insurance purposes of the costs of demolition and removal of debris: (Clause 18(ii))	1%
The assessment for insurance purposes of consultants' fees: (Clause 18(iii))	Nil
The value of materials to be supplied by the Principal:	Nil

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(Clause 18(iv))	
The additional amount or percentage: (Clause 18(v))	Not Applicable
Public Liability Insurance -the alternative applying: (Clause 19)	Alternative 1
The amount of Public Liability Insurance shall not be less than: (Clause 19)	\$10,000,000
The time for giving possession of the Site: (Clause 27.1)	7 days
# The Date for practical Completion: (Clause 35.2)	As per deliver program
# Liquidated Damages per day: (Clause 35.6)	\$1000
# Limit of Liquidated Damages: (Clause 35.7)	UNLIMITED
# Bonus per day for early practical Completion: (Clause 35.8)	Nil
# Limit of bonus: (Clause 35.8)	Not applicable
Extra costs for Delay or Disruption: (Clause 36)	Not Applicable
# The Defects Liability period: (Clause 37)	90 days
The Charge for overheads, profit, etc. for Daywork: (Clause 41(f))	Not Applicable
Times for Payment Claims: (Clause 42.1)	Within 28 Days of Receipt of Claim
Unfixed Plant and Materials for which payment claims may be made notwithstanding that they are not incorporated in the works: (Clause 42.1(ii))	Not Applicable
Retention Moneys on: (Clause 42.3)	10% of work done until 5% of the total contract value is reached.

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Unfixed Plant or Materials - the alternative applying: (Clause 42.4)	Not Applicable
The rate of interest on overdue payments: (Clause 42.9)	Not applicable
The delay in giving possession of the Site which shall be a substantial breach: (Clause 44.7)	4 weeks
The alternative required in proceeding with dispute resolution: (Clause 47.2)	Alternative 1
The person to nominate an arbitrator: (Clause 47.3)	President of the Queensland Division of the Institution of Engineers Australia or their nominee
Location of arbitration: (Clause 47.3)	Townsville

Signed: _____

Print Name*: _____

Dated: _____

**Name & signature of individual with authority to sign*

**KOWANYAMA ABORIGINAL SHIRE COUNCIL
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SPECIFICATION

1.0 PRELIMINARIES

1.1 EXTENT OF CONTRACT

The work to be performed under this contract is the supply and delivery to Kowanyama Shire of 5,607m³ of Type 2.2 gravel. Gravel shall comply with Dept. of Transport & Main Roads specifications for Type 2 gravel.

Quantities shown in schedule are compacted volumes required on roadway and the tenderer shall allow for bulking and density of gravel to ensure enough quantity of material is delivered to site.

Gravel density should be confirmed in quality testing and advised to the superintendent prior to commencement of deliveries.

Supply/Delivery should commence within 7 days of contract award with the total quantity of gravel required on roadway on roads as per attached program of works.

1.2 NATURE OF CONTRACT

This contract is a Lump Sum Contract as defined by the Australian Standard AS2124-1992 General Conditions "of Contract.

The Contract Sum shall be fixed and not subject to Rise and Fall.

The Schedule of Tendered Lump Sum forms part of the Contract only to the extent that it will be used as a guide for the assessment of the progress payments and variations, if appropriate.

1.3 PRECEDENCE OF DOCUMENTATION

In the event of inconsistency or contradiction of documents comprising the Contract, the following order of priority of interpretation shall prevail;

- (a) the Letter of Acceptance;
- (b) Covering letters, including (but not limited to) any letter accompanying the Form of Tender;
- (c) The Schedule of Tendered Lump Sum;
- (d) Any Notice to Tenderers, with more recent Notices taking precedence;
- (e) Drawings
- (f) This Specification;
- (g) Special Conditions of Tender (if any);
- (h) Contract Conditions including Annexure.

1.4 LOCATION OF SITE

The sites for delivery of material are located on Kowanyama Shire roads in Far North Queensland, western side of Cape York. Kowanyama is located approximately 340km North West of Chillagoe, via the Burke Developmental Road and Kowanyama-Dunbar Rd.

Schedule chainages are in meters with the start chainage details listed below.

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Pormpuraaw Rd starts adjacent the airport and runs in a north easterly direction. It finishes at the Coleman River and is divided into 3 sections, PA / Carpentaria Shire Council (PB) / PC.

Chainage 0 starts at the grid next to the concrete batching plant and the end chainage at the Coleman R is approximately 76km.

PA - Pormpuraaw Rd (Magnificent Ck - Mitchell R), starts from 0 at the grid and ends at the Mitchell R approximately 28.75km.

PN - Pormpuraaw Rd (Mitchel R – Alice R) is in Carpentaria Shire Council and runs through the Alice River National Park. The start chainage 0 runs from the northern bank of the Mitchell River and ends at the Alice R approximately 10km.

PC - Pormpuraaw Rd (Alice R – Coleman R), starts from the northern bank of the Alice River and ends at the Coleman R approximately 38km.

Topsy Creek Road starts approximately 2km south of Kowanyama and ends at Topsy Ck approximately 31km to the west.

1.5 MATERIALS TO BE PROVIDED BY PRINCIPAL

NIL

1.6 VALUATION OF DAYWORKS

For the purpose of valuation of dayworks, the Schedule of Dayworks Charges shall be used.

1.7 INSPECTION, TESTING AND TESTING FEES

The Contractor shall be responsible for performing all inspections and testing in accordance with the Contractor's Quality Plan. All costs associated with compliance testing in accordance with the Quality Assurance requirements set out in this specification shall be borne by the Contractor.

1.8 QUALITY ASSURANCE

The Contractor shall control the quality of the work and shall fully implement a quality management system under this Contract in accordance with the requirements of the current Australian Standard AS 9001-2000.

1.9 WORKPLACE HEALTH AND SAFETY

Contractors are required to comply with all aspects of the Workplace, Health and Safety Act and Codes of Practice. You are also required to comply with the KOWANYAMA ABORIGINAL SHIRE COUNCIL, Workplace, Health and Safety Policy.

Listed below are details of matters and/or requirements that particularly relate to you and/or your employees.

- (A) The Contractor and/or its employees on site must have completed an approved safety induction course including an airside induction course and wear the required safety equipment. The contractor shall keep a record of those attending induction courses

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- and submit to the superintendent a copy of an employee signed acknowledgement that they have attended the course.
- (B) It is KOWANYAMA ABORIGINAL SHIRE COUNCIL sun safe policy that covered clothing must be worn at all times on job sites.
 - (C) Approved safety footwear will be worn at all times on the job site
 - (D) If machinery on site has excessive noise (i.e. greater than 85 DbA or greater), ear protection must be worn.
 - (E) A high visibility vest and/or shirt shall be worn when the operator is outside the cabin of the truck or machine.
 - (F) A record of safety induction must be registered with the Principal prior to commencement of work. All workers are required to be in possession of a Queensland Workplace Health and Safety Act - White Card (General Industry Safety Induction).
 - (G) Only equipment that is fit for duty and safe for use will be allowed to be used on the works.
 - (H) The Contractor and employees must have the appropriate license or operator's ticket for that item of plant that is on hire.
Photocopies of these licenses and/or plant operator's tickets must be registered with the Principal prior to the commencement of work.
 - (I) Inspectors from the Division of Workplace Health and Safety can at any time demand these records and if they are not available, can stop works proceeding. The contractor may be required to produce the above mentioned records if any truck or item of plant is involved in an accident. Hence, it is essential that these records be kept and retained ready for inspection at anytime.
 - (J) All equipment and vehicles when operating shall display at least one serviceable 360 degree orange flashing light clearly visible day or night.

The Contractor shall advise the Superintendent as soon as practicable of the following events;

- a) Any accident incurred as a result of performing works on any site which causes employees or subcontractors to be referred for medical treatment beyond that able to be performed by a qualified first aider.
- b) Any dangerous occurrence or near misses incurred as a result of performing work on any site which results in fires, collisions, falls / rescues from height where its employees or subcontractors are involved.

Any such incidents as mentioned above shall be investigated and a written report shall be prepared by the Contractor and forwarded to the superintendent within 48 hours of the investigation being completed. In addition, the Contractor shall notify the statutory authorities of serious incidents in accordance with the Queensland Workplace Health and Safety Regulation 1997.

The Principal will have the authority to conduct random safety audits of the Contractor's works, to ensure ongoing compliance to their submitted methods of operations and have the authority to cease work, if in the opinion of Superintendent the works are being conducted in an unsafe or dangerous manner.

The Tenderer is to provide details of their previous safety record with their tender submission (refer Schedule E).

1.10 PORTABLE LONG SERVICE LEAVE LEVY

The Contractor shall pay the Portable Long Service Leave Levy pertaining to the works under this Contract on behalf of the Principal. The Contractor shall notify the Superintendent upon payment of the Levy and provide proof of payment of the Levy within fourteen (14) days of the date of the letter of acceptance.

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1.11 CONSTRUCTION MANAGEMENT

The contractor shall prepare a program of works and have this approved by the Principal prior to commencement of works on site.

The Contractor is to arrange in close coordination with the Superintendent all activities to be carried out during construction works. All costs for co-ordination and negotiation with the superintendent shall be deemed to be included in the tendered lump sum.

1.12 ENVIRONMENTAL

The contractor shall prepare a Site Environmental Management Plan as approved by the KASC and shall have the plan available for inspection on site by the principal or the Environmental Protection Agency departmental officers.

The Contractor must abide by the Environmental Protection Act 1994 and Regulations including, but not limited to, the general environmental duty and the duty to notify specified sections 36 and 37 of the Environmental Protection Act 1994.

The Contractor must comply with all Queensland and Commonwealth legislation imposing environmental duties and obligations in force during the duration of the Contract, including but not limited to any Environmental Protection Policies.

Plant and equipment must be operated in such a manner as to minimise the production of dust, mud, noise, smoke, odour and noise with particular consideration given to nearby residents and businesses.

The Superintendent may cease operations if the generation of dust, mud, noise, smoke, odour and noise becomes excessive and KOWANYAMA ABORIGINAL SHIRE COUNCIL will not be liable to pay the Contractor for lost time as a result.

The Contractor must not do any of the following:

- a) Cause any pollution to air, water and land;
- b) Conduct any clearing of flora and fauna without prior approval by Superintendent
- c) Burn anything at the job site

If an incident occurs that may have environmental effects, the Contractor must immediately report the incident to the Superintendent.

The Contractor is responsible for the cleanup, remediation and/or disposal as a result of any environmental incidents/accidents which result from the Contractor's actions which are outside Superintendent's instructions. The Contractor must pay the associated costs.

1.13 WORKS PROGRAM

Within 5 days of receiving the Letter of Acceptance or prior to the Contractor commencing works on-site, whichever occurs first, the Contractor shall submit to the Principal a detailed works programme showing production and delivery timeframes.

1.14 NATURE OF GROUND

NOT APPLICABLE

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1.15 SETTING OUT

The Contractor shall be responsible for confirming location of the works the Superintendent. Locations and tipping distances will be set out by council.

1.16 PUBLIC UTILITIES

Where overhead public utility lines and surface rehabilitation works and/or underground pipes, conduits, or cables exist in the vicinity of the works, the Contractor shall take care to protect such facilities from damage and, in case of damage occurring to such facilities, the matter shall be reported to the department or company concerning and to the Principal immediately. The cost of necessary repairs or renewals shall be borne entirely by the Contractor.

If it is found to be necessary to alter the location or level of existing mains or services to conform to construction under this Contract then the Contractor shall notify the Superintendent immediately.

Should relocation of existing services be specified or directed by the Superintendent, the Contractor shall arrange for the works to be carried out by the appropriate service authority. Costs incurred by the contractor will be paid as Day-works and any service authority charges will be reimbursed at cost.

The contractor is reminded that services are located in the vicinity of all lots and particular attention will be required by the contractor to locate and identify each service prior to commencement of the works.

1.17 SITE MEETINGS

The Contractor shall provide for and attend meetings between the Contractor, appropriate Subcontractors and the Superintendent for the duration of the Contract. Site meetings shall be scheduled by the Superintendent and shall be held monthly, when and as directed by the Superintendent.

1.18 WORK HOURS

Delivery hours of work shall be 6.00 am to 6.00 pm. Current work cycle days are 6 days on (Monday - Saturday) with 1 days off. Work rostered dates will be supplied to the successful tenderer.

Deliveries outside this working time shall be presented for approval in writing by the Superintendent.

1.19 PUBLICITY

The works under the contract are a confidential matter between the Principal and the Contractor. The Contractor shall not make any media release or other public statement without written approval from the Principal.

1.20 PAYMENT

Payment will be made on a monthly basis and contractors are required to lodge a detailed Progress Claim based on the schedule of Quantities. Payment will only be made after the work is completed to the satisfaction of the Superintendent and on receipt of audit testing confirming gravel meets specification requirements

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1.21 ASSESSMENT OF TENDERS

Tenders shall be assessed and graded in accordance with the following criteria:

- (a) Tendered amount (60%)
- (b) Technical capacity, Contractor's history, and Experience (15%)
- (c) Product performance history (15%)
- (d) Financial capacity (10%)

1.22 PUBLIC LIABILITY AND PUBLIC RISK INSURANCE

The Contractor, at their expense, is required to have and keep current a \$10,000,000 public liability insurance policy, with KOWANYAMA ABORIGINAL SHIRE COUNCIL noted as the Principal during any works performed under this contract. A copy of the certificate of currency of this policy is to be provided to the Superintendent prior to any works under the contract commencing.

1.23 WORKER'S COMPENSATION

Tenderers shall, at their own expense, insure and keep insured their employees under an insurance policy pursuant to the Workcover Queensland Act 1996 and any other Act amending that Act.

1.24 PRE-START MEETING

A pre-start meeting is required before work commences. The contractor shall make suitable arrangements with the superintendent.

1.25 PRINCIPAL CONTRACTOR

The Contractor shall be appointed as a Principal Contractor in accordance with the Workplace Health and Safety Act.

1.26 DOCUMENTATION FROM CONTRACTOR

The Contractor shall provide all required quality testing records to the superintendent for review and approval prior to any deliveries commencing. Deliveries of material shall include daily delivery records of all materials delivered to site. The delivery docket is to include note of source stockpile lot number. Delivery dockets will be required to be signed by delivery driver and council representative.

Tenderers are to show workings to demonstrate that the loose gravel quantities delivered to site will provide the compacted volumes shown in Schedule B.

Before delivery of gravel, the successful tenderer is to provide a table of individual bulked quantities at each location so that tipping distances can be calculated.

2.0 QUALITY SYSTEM REQUIREMENTS & TESTING METHODS

Work covered in this section of the Specification includes all requirements for supply of gravel.

All works will be completed to the Queensland Department of Transport & Main Roads Standard Specification Roads (April 2011), in particular MRS05 and MRTS05

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Where a particular test method is referred to in TMR standard specifications, no other similar test method shall be deemed to apply in respect of acceptance of the relevant work item unless the Superintendent agrees otherwise.

In addition to the standard specification, the following annexure shall apply.

2.1 LOT SIZE & TESTING FREQUENCIES

(MRTS05 - Clauses 5.3 & 5.5)

Refer Appendix A for all lot sizes, required testing and frequencies.

2.2 MATERIAL STOCKPILES

(MRTS05 - CLAUSE 7.6)

IN QUARRY STOCKPILES

Material shall be delivered to road locations detailed in schedule attached, to the tipping distances as directed by the superintendent.

2.3 MATERIAL COMPLIANCE TESTING

(MRTS05 - CLAUSE 8.1)

The contractor shall provide with the offer, certified laboratory test results for the proposed material to be delivered.

All samples shall be taken from the stockpile at source quarry and audit testing samples will be taken from tipped material at job site.

2.4 PAVEMENT MATERIAL DETAILS

(MRTS05 - CLAUSES 7.1.1, 7.2.1, 7.2.4, 7.3.1 AND 7.3.4)

Grading envelope shall be a selection from Table 7.2.4-1 or ~~Table 7.3.4-1~~ and be in accordance with Clauses 7.2.4 or ~~7.3.4~~, as relevant.

Location	Material Subtype	Grading Envelope(s) †
On Roadway	Type 2.2	B or C

2.5 PLASTICITY INDEX OR LINEAR SHRINKAGE

(MRTS05 - Clauses ~~7.1.3~~, 7.2.3 and ~~7.3.3~~)

The TMR Plasticity Index standard shall apply for the material. Refer MRST05

2.6 MINIMUM LIMITS FOR PLASTICITY INDEX OR LINEAR SHRINKAGE

(MRTS05 - Clauses 7.2.3 and 7.3.3)

There will be no minimum limits applied to this material

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APPENDIX A

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Construction Activity	Quality Verification Requirements		Normal Testing Level		
	Description	Test Required	Maximum Lot Size	Minimum Testing Frequency	Minimum Number of Tests
Unbound Pavement Stockpile Lot (MRS11.05)	Material	S/pile Sampling Q060 Flakiness Index Q201A 10% Fines Wet/ Dry Variation Q205C Degradation Factor Q208B	5000 m ³	1 test per 5000 m ³	1 per material subtype
		Crushed Particles Q215 (*)			
		(*) Note: Q215 applies to Type 1 material only. CBR			
		Q113 A Note: Material Type 2 CBR's shall be soaked unless otherwise stated in the project documents. Material Type 3 & 4 CBR's shall be unsoaked unless otherwise specified in the project documents.		1 test per 2500 m ³	
Other	Water Absorption Coarse Fraction Q214B		1 test per 2500 m ³		
	Grading Q103A Liquid Limit Q104A Plasticity Index Q105 Linear Shrinkage Q106 Fines ratio (% 0.075 ÷ % 0.425) WPI PI or LS x % 0.425		1 test per 500 m ³	2 per lot	

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PLANS & DRAWINGS

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