



**SHIRE OF WICKEPIN**  
**REQUEST FOR TENDER VIA WALGA E-QUOTE**  
**2022-23 SUPPLY AND LAY OF BITUMINOUS PRODUCTS (INCLUDING**  
**AGGREGATE)**

<b>Request for Tender (RFT)</b>	SUPPLY AND LAY OF BITUMINOUS PRODUCTS
<b>Deadline</b>	4.00pm, Friday 5 June 2022
<b>Address for Delivery</b>	SHIRE OF WICKEPIN WOGOLIN ROAD WICKEPIN WA 6370
<b>E-Quote Number</b>	RFT – 22.23-1

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# 1 PRINCIPAL'S REQUEST

## 1.1 CONTRACT REQUIREMENTS IN BRIEF

The Shire of Wickepin invites tenders for the supply and lay of Bitumen spray seals. This is a whole of works contract.

This contract is for the application of bitumen spray seals and includes:

- Bitumen design
- Supply and application of hot sprayed cutback bitumen
- Supply, pre-coat and spreading of aggregate
- Pre and post seal application sweeping
- Rolling
- Traffic control during spray seal works
- Installation TRPM temporary raised pavement markers to main roads standards

A full statement of the products and services required under the proposed contract appears in the Specification and Special Conditions of Contract-Part 2.

## 1.2 TENDER DOCUMENTS

This Request for Tender is comprised of the following parts:

- (a) Part 1-Principal's Request (read and keep this part)
- (b) Part 2-Specification and Special Conditions of Contract (read and keep this part) and
- (c) Part 3-Tenderer's Offer (complete and return this part)

## 1.3 DEFINITIONS

Below is a summary of some of the important defined terms used in this Request:

<b>Attachments:</b>	The documents you attach as part of your Tender;
<b>Deadline:</b>	The deadline for lodgement of your Tender;
<b>General Conditions of Contract:</b>	Means the General Conditions of Contract nominated in clause 1.9.9;
<b>Offer:</b>	Your offer to be selected to supply the Requirements;
<b>Principal:</b>	Shire of Wickepin
<b>Request:</b>	This document;
<b>Requirements:</b>	The vehicles requested by the Local Government;
<b>Selection Criteria:</b>	The criteria used by the Local Government in evaluating your Tender
<b>Special Conditions:</b>	The additional contractual terms;
<b>Specification:</b>	The statement of Requirements that the Local Government request you to provide if selected.
<b>Tender:</b>	Your completed Offer form, response to the Selection Criteria and Attachments;
<b>Tenderer:</b>	Someone who has or intends to submit an Offer to the Local Government.

## **1.4 HOW TO PREPARE YOUR TENDER**

- (a) Carefully read all parts of this document.
- (b) Ensure you understand the Requirements (see clause 2.1).
- (c) Complete the Offer (Part 3) in all respects and attach all your Attachments.
- (d) Make sure you have signed the Offer form and responded to all of the Selection Criteria.
- (e) Lodge your Tender before the Deadline.

## **1.5 CONTACT PERSONS**

Tenderers should not rely on any information provided by any person(s) other than those listed below:

### **Contractual & Specification Enquiries**

Name: Mr Gary Rasmussen

Telephone: (08) 9888 1005

Facsimile: (08) 9888 1074

Email: works@wickepin.wa.gov.au

## **1.6 EVALUATION PROCESS**

This is a Request for Tender (RFT).

Your tender will be evaluated using information provided in your tender.

The following evaluation methodology will be used in respect of this Request:

- (a) tenders are checked for completeness and compliance. Tenders that do not contain all information requested (e.g. completed Offer form and Attachments) may be excluded from evaluation.
- (b) tenders are assessed against the Selection Criteria. Contract costs are evaluated, e.g. tendered prices and other relevant whole-of life costs are considered.
- (c) the most suitable Tenderers may be shortlisted and may also be required to clarify the Tender, make a presentation, demonstrate the product/solution offered and/or open premises for inspection. Referees may also be contacted prior to the selection of the successful Tenderer.

A contract may then be awarded to the Tenderer, whose tender is considered the most advantageous tender to the Principal.

**1.7 SELECTION CRITERIA**

The Principal has adopted a best value for money approach to this Tender.

The contract will be awarded to a sole Tenderer who best demonstrates the ability to provide quality products at a competitive price. The tendered prices will be assessed with the following qualitative and compliance criteria to determine the most advantageous outcome to the Principal.

This means that, although price is considered, the tender containing the lowest price will not necessarily be accepted, nor will the Tender ranked the highest on the qualitative criteria.

**1.7.1 COMPLIANCE CRITERIA**

These criteria will not be point scored. Each Tender will be assessed on a Yes/No basis as to whether the criterion is satisfactorily met. An assessment of "No" against any criterion may eliminate the tender from consideration.

<b>Description of Compliance Criteria</b>	<b>Yes/No</b>
(a) Compliance with the Specification contained in the Request.	Yes / No
(b) Compliance with the Conditions of Tendering this Request.	Yes / No
(c) Compliance with the Delivery Date.	Yes / No
(d) Compliance with and completion of the Price Schedule.	Yes / No

**1.7.2 QUALITATIVE CRITERIA**

In determining the most advantageous Tender, the Evaluation Panel will score each Tenderer against the qualitative criteria.

It is essential that Tenderers address each qualitative criterion. The Tenders will be used to select the chosen Tenderer, and failure to provide the specified information may result in elimination from the Tender evaluation process.

The qualitative criteria for this Request are as follows:

Description of Qualitative Criteria	Weighting
(a) Demonstrated experience by tenderer to meet the requirements as set out in specification.	10%
(b) Demonstrated ability and procedures to ensure public and employee safety by way of Occupational Safety and Health, and adherence to the Traffic Management for Roadworks Code of Practice.	10%
(c) Price	80%

**1.7.3 PRICE CONSIDERATIONS**

The tendered price will be considered along with related factors affecting the total cost to the Principal. e.g. the lifetime operating costs of goods or the Principal's contract management costs may also be considered in assessing the best value for money outcome.

**1.8 PRICE BASIS**

All prices for services offered under this Request shall be fixed for the term of the Contract.

Tendered prices must include Goods and Services Tax (GST).

Unless otherwise indicated prices tendered shall include delivery and all applicable levies, duties, taxes and charges. Any charge not stated in the Tender, as being additional will not be allowed as a charge for any transaction under any resultant contract.

**1.9 CONDITIONS OF TENDERING****1.9.1 DELIVERY METHOD**

Tenders must be lodged through WALGA E-Quotes  
Tenders submitted To The Shire will NOT be accepted.

**1.9.2 LODGEMENT OF TENDERS**

The tender must be lodged by the deadline. The deadline for this request is;  
**4.00pm – Friday 5 June 2022**

**1.9.3 REJECTION OF TENDERS**

A tender shall be rejected without consideration of its merits in the event that it is not submitted before the deadline and at the place specified in the request and may be rejected if it fails to comply with any other requirements of the request.

**1.9.4 LATE TENDERS**

Tenders received after the Deadline **WILL NOT** be accepted for evaluation.

**1.9.5 ACCEPTANCE OF TENDERS**

Unless otherwise stated in this request, tenders may be for all or part of the requirements and may be accepted by the Principal either wholly or in part. The Principal is not bound to accept the lowest tender and may reject any or all tenders submitted.

**1.9.6 DISCLOSURE OF CONTRACT INFORMATION**

Documents and other information relevant to the contract may be disclosed when required by law under the *Freedom of Information Act 1992* or under a Court order.

All Tenderers will be given particulars of the successful Tenderer (s) or advising that no tender was accepted.

**1.9.7 ALTERNATIVE TENDERS**

**All alternative tenders shall be accompanied by a conforming tender.**

Tenders submitted as Alternative tenders or made subject to conditions other than the general and special conditions of contract shall in all cases arising be clearly marked "ALTERNATIVE TENDER".

The Principal may in its absolute discretion reject any alternative tender as invalid.

Any printed "General Conditions of Contract" shown on the reverse of a Tenderer's letter or quotation form will not be binding on the Principal in the event of a contract being awarded unless the tender is marked as an alternative tender.

**1.9.8 TENDER VALIDITY PERIOD**

All tenders shall remain valid and open for acceptance for a minimum period of three (3) months from the deadline or forty-five (45) days from the Council's resolution for determining the tender whichever is the later unless extended on mutual agreement between the Principal and the Tenderer in writing.

**1.9.9 GENERAL CONDITIONS OF CONTRACT**

Tenders shall be deemed to have been made on the basis of and to incorporate the general conditions of contract for the supply of services.

**1.9.10 PRECEDENCE OF DOCUMENTS**

In the event of there being any conflict or inconsistency between the terms and conditions in this Request and those in the general conditions of contract, the terms and conditions appearing in this request shall have precedence.

**1.9.11 TENDERERS TO INFORM THEMSELVES**

Tenderers shall be deemed to have:

- (a) examined the request and any other information available in writing to Tenderers for the purpose of tendering;
- (b) examined all further information relevant to the risks, contingencies, and other circumstances having an effect on their tender which is obtainable by the making of reasonable enquires;
- (c) satisfied themselves as to the correctness and sufficiency of their tenders including Tendered prices which shall be deemed to cover the cost of complying with all the Conditions of Tendering and of all matters and things necessary for the due and proper performance and completion of the work described therein; and
- (d) Acknowledged that the Principal may enter into negotiations with a chosen Tenderer. Negotiations shall be carried out in good faith.

**1.9.12 ALTERATIONS**

The Tenderer shall not alter or add to the request documents unless required by these Conditions of Tendering.

The Principal shall issue an addendum to all Tenderers where matters of significance make it necessary to amend the issued request documents before the deadline.



**1.9.13 RISK ASSESSMENT**

The Principal may have access to and give consideration to:

- (a) any risk assessment undertaken by Dun and Bradstreet; or any other credit rating agency; and
- (b) any information produced by the bank, financial institution, or accountant of a Tenderer;

so as to assess that tender and may consider such materials as tools in the tender assessment process.

**1.9.14 OWNERSHIP OF TENDERS**

All documents, materials, articles and information submitted by the Tenderer as part of or in support of a Tender shall become upon submission the absolute property of the Principal and will not be returned to the Tenderer at the conclusion of the Tender process PROVIDED that the Tenderer shall be entitled to retain copyright and other intellectual property rights therein, unless otherwise provided by the Contract.

**1.9.15 CANVASSING OF COUNCILLORS**

If a Tenderer, whether personally or by an agent, canvasses any of the Principal's Commissioners or Councillors (as the case may be) with a view to influencing the acceptance of any Tender made by it or any other tender, then regardless of such canvassing having any influence on the acceptance of such tender, the Principal may at its discretion omit the tender from consideration.

**1.9.16 IDENTITY OF THE TENDERER**

The identity of the Tenderer and the Contractor is fundamental to the Principal. The Tenderer shall be the person, persons, corporation or corporations named as the Tenderer in Part 3 and whose execution appears on the offer form in Part 3 of this request. Upon acceptance of the tender, the Tenderer shall become the Contractor.

**1.9.17 TENDER OPENING**

All Tenderers and members of the public may attend or be represented at the opening of Tenders.

All Tenders will be opened in the Principal's offices, following the advertised deadline. No discussions will be entered into between Tenderers' and the Principal's officers present or otherwise, concerning the Tenders submitted.

The tender opening will be held as soon as practicable after the deadline at the Shire of Wickepin Council Chambers, Wogolin Road Wickepin.

## 2 SPECIFICATION AND SPECIAL CONDITIONS OF CONTRACT

### 2.1 SPECIFICATION

#### 2.1.1 TECHNICAL SPECIFICATION

This contract is for the application of bitumen spray seals and includes:

- Seal design;
- Supply and application of hot sprayed cutback bitumen;
- Supply, pre-coat and spread of aggregate;
- Pre and post seal application sweeping;
- Rolling;
- Traffic control during spray seal works.
- Installation TRPM temporary raised pavement markers

All materials supplied are to conform to Main Roads WA Standard 71-06-135 for bituminous surface treatments.

#### 2.1.2 RATE OF DELIVERY

For tender purposes sprayed cutback bitumen seal works are to be estimated at the following application rates:

##### Class 170 Bitumen's

Surface Type	Binder Application Rate (BAR) @ 15°C (L/m <sup>2</sup> )	Aggregate Spread Rate (m <sup>2</sup> /m <sup>3</sup> )
Primer Seal – 10mm	1.7	100
Primer Seal– 14mm	2	90
Two Coat Seal		
First Coat – 10mm	1.4	100
Second Coat – 7mm	1	130
Reseal 7mm	1.4	130
Reseal 10mm	1.5	100
60/40 Tack Coat	0.6	N/A
Two Coat Seal		
First Coat 14mm	1.7	90
Second Coat 7mm	1	130

The grade of bitumen, binder mix, size of aggregate and rate of binder and aggregate application shall be confirmed with the Principal prior to work commencing and a copy of all design calculations supplied.

The reseals and primer-seals are generally carried out together. The order of works and timing will be made available when the year's Works Programme schedule has been finalised.

**2.1.3 GENERAL WORKMANSHIP**

The Contractor shall ensure that all sprayed bitumen work is undertaken in accordance with current Main Roads WA guidelines and safety standards for Safe Handling of Bituminous Products.

Faulty work is to be attended to immediately as any delay will compromise the standard of the finished product.

The contractor is to avoid unsightly blemishes on new work and existing surfaces, protect structures (kerbs etc.) and existing seal works from overspray.

For work done near the end of the day ensure that adequate time is given for rolling and traffic control. On heavily trafficked and tourist roads, the contractor is to avoid working Fridays or the day before public holidays.

**2.1.4 PAVEMENT PREPARATION****Reseals**

The Principal, prior to reseat works being carried out, shall correct all surface defects within these areas.

The contractor is to thoroughly sweep the reseat pavement surfaces. The swept area is to extend at least 300mm outside the sprayed area. Wind direction and strength are to be taken into consideration to avoid swept off material falling onto the work area or new work.

**Primer seals**

The contractor is to lightly sweep any loose material from the prepared gravel surface. The swept area is to extend at least 300mm outside the sprayed area. Wind direction and strength are to be taken into consideration to avoid swept off material falling onto the work area or new work.

If required a light water spray will be carried out by the principal.

**2.1.5 MARKING OUT**

All reseals shall be marked out by the Principal (start and finish) and widths confirmed with the contractor.

For primer seals the Principal shall mark out the start and finish as well as an edge line.

**2.1.6 SEAL DESIGN**

The design of all reseals and primer seals shall be carried out by the contractor in terms of the latest Australian Asphalt Paving Association (AAPA) design guidelines. Traffic counts and other relevant information shall be supplied by the Principal.

The grade of bitumen, binder mix, size of aggregate and rate of binder and aggregate application shall be confirmed with the Principal prior to work commencing and a copy of all design calculations supplied.

## 2.1.7 SPRAYING

Spraying may only commence when the binder has reached the appropriate temperature, ground temperature conditions are conducive, all traffic management is in place and sufficient aggregate is on site (loaded onto spreader trucks).

Binder is to be covered with aggregate within 10 minutes (in air temperatures not exceeding 25<sup>o</sup> Celsius) or within 15 minutes (in air temperatures exceeding 25<sup>o</sup> Celsius). This time limit includes all 'wet ends' left for joining purposes.

Hand spraying is to be left to a minimum and care is to be taken by operators not to overspray on fishtails, tight radii and local widening's.

Spray rates are to be recorded and submitted to the Principal with tax invoices for payment purposes on completion of works.

## 2.1.8 AGGREGATE SUPPLY, PRECOAT AND APPLICATION

### Supply

The aggregate used for seal works shall be crushed basalt and consist of clean, tough, durable fragments free from an excess of thin or elongated pieces, free from soft or disintegrated pieces, stone coated with dirt or other deleterious matter.

The properties of the crushed aggregate, including its rock source, shall meet the requirements of Main Roads WA Standard 71-06-135.

The Tenderer is to provide details of the source of the aggregate and supplier.

Prior to the on-site delivery of crushed aggregate the Tenderer is to provide certification to the Principal that the aggregate conforms to the specified requirements.

Should it be found on testing that the material does not conform to the specifications it is to be removed from site and replaced at the Contractor's cost.

### Pre-coat

All aggregate used on seals is to be pre-coated with distillate pre-coating fluid conforming to and applied in accordance with Main Roads WA Standard 71-06-135.

The aggregate shall be pre-coated at least 24 hours but not more than seven days before its intended use.

For tender purposes pre-coat shall be estimated at an application rate of pre-coating agent between 4 - 6 litres/m<sup>3</sup>.

### Aggregate Application

Aggregate is to be spread by way of truck mounted box spreaders controlled from the cab. Only experienced operators and truck drivers are to be used.

Sufficient aggregate is to be on site, loaded in the trucks, prior to the commencement of spraying any binder. Aggregate is to be covered as set out in Section 2.1.7 (spraying) above.

Aggregate quantities are to be recorded and the rate of application checked against the design. Variations in the aggregate application rate are not to exceed 10m<sup>2</sup> per m<sup>3</sup>.

## 2.1.9 ROLLING

Rolling is to be carried out by pneumatic rubber tyred self-propelled multi-wheel roller And vibrating rubber Smooth drum .

Rolling is to take place closely behind the aggregate spreaders while the binder is still fluid enough to adhere to the aggregate, and should cover the full width of the sprayed area.

As a general rule 10 passes with a rubber tyred roller is required and six vibrating smooth drum .

**2.1.10 PROTECTION OF WORKS**

The Contractor is responsible to protect the works for the first four hours by way of appropriate traffic control methods. The seal is to be inspected by the Contractor 24 hours after completion and any damage reported to the Principal.

**2.1.11 ROAD SAFETY**

The Contractor is to erect temporary signage warning motorists of the presence of loose aggregate on the road for a minimum of three days after completion of the works. On removal of the signage any areas with an accumulation of aggregate are to be swept (ie curves and intersections).

**2.1.12 FAILURES AND REMEDIES**

Any defects noted by the Principal within twelve months of the seal being laid attributable to poor workmanship, the seal design or substandard materials are to be remedied by the Contractor at his expense.

**2.1.13 TRAFFIC CONTROLRE**

The contractor is responsible for all traffic control during the laying of seals (please refer to the Special Conditions - Section 2.2.7 Traffic Management).

**2.1.14 SCHEDULE OF WORKS****2.1.15 SCHEDULE OF WORKS IS INDICATIVE ONLY AND MAY BE SUBJECT TO CHANGE.**

Location	SLK	SLK	Length (m)	Width (m)	Area (m <sup>2</sup> )	Material Cover	Seal Type	Cover Size (mm) 1 <sup>st</sup> Coat	Cover Size (mm) 2 <sup>nd</sup> Coat
Yealering Pingelly rd patch works over culverts by 3	0.74	9.4	20	7.2	144	Aggregate	2 coat	14	7
	0.3	0.32	20	7.2	144			14	7
	0.12	.14	20	7.2	144			14	7
Rabbit proof fence rd	0..0	4.50	4500	8	36000	Aggregate	2 coat	14	7
Wickepin Pingelly rd Patch work over culverts by 2	13.63	13..83	20m	7.2	144	Aggregate	2 coat	14	7
	13.20	13.40	20m	7.2	144			14	7
Wickepin Pingelly rd Intersection of Gillimanning	6.4	7.2	800m	9.8	7872	Aggregate	2 coat	14	7
	0	100m	100m	13.7	1370			14	7
Dry looking required intersection					500				5

## SPECIAL CONDITIONS OF CONTRACT

### 2.1.16 PERIOD OF CONTRACT AND TERMINATION

The Contract is to be completed on supply of the Requirements.

### 2.1.17 INSURANCES

The successful Tenderer and its subcontractor(s) (if any) will be required to effect and maintain the insurance policies referred to in clause 24 of the General Conditions of Contract for the Provision of Services in the following sums:

- (a) public liability insurance in the sum of at least \$10,000,000 in respect of any one occurrence and for an unlimited number of claims; and
- (b) professional indemnity insurance in the sum of at least \$10,000,000 in respect of any one occurrence and for an unlimited number of claims; and

if applicable, will be required to effect and maintain product liability insurance in the sum of at least \$10,000,000 in respect of any one occurrence and for an unlimited number of claims.

### 2.1.18 ADMINISTRATIVE REQUIREMENTS

The contractor is required to provide the following during the course of their contractual obligations in terms of these tenders:

Activity	Frequency
Any variations to the contract or additional works to be undertaken	Prior to commencement
Observations of dangerous circumstances that require attention to obviate potential public harm or public liability claims	Immediately
Accidents or related claims of a public liability nature	Immediately
Damage to property or persons as a result of the performance or non- performance of the contract service requirements	Immediately
All instances of misbehaviour or illegal activity that contravenes Commonwealth, State or Local laws or that impedes the performance of the contract service or that may result in damage to any Council or community property or misconduct towards the public	Immediately as incident occurs

### 2.1.19 DRESS CODE

All contractors are to wear appropriate clothing, footwear and any safety equipment as required by the nature of the services provided. **All contractors and their employees are to wear reflective jackets or upper garments at all times** while working outside of plant and vehicles within road reserves.

All appropriate clothing and equipment is to be provided by the contractor.

**2.1.20 PLANT, VEHICLES AND EQUIPMENT**

The Contractor is to provide, operate and maintain the plant, vehicles and equipment necessary for the proper performance of the required services.

All plant, vehicles and equipment used in the Contract services shall be maintained in good working order and clean condition to the satisfaction of the Principal.

The Contractor shall ensure that all vehicles and plant operated within the Shire of Wickpin are maintained in roadworthy condition and carry the required licensing and registration as required under the Road Traffic Act at all times.

All plant items and vehicles are to conform with AS1742.3 – 1996 (Manual of uniform Traffic Control Devices) in terms of vehicle mounted warning devices.

The operation of all vehicles, plant and equipment shall be such that it does not cause undue noise, and that minimises atmospheric pollution.

All plant and equipment must be operated with all guards and safety devices in place at all times and with no exception.

The Contractor must ensure that no vehicle is overloaded by carrying or towing loads beyond legal capacity.

Any vehicle plant or item of equipment, which, in the opinion of the Principal, is substandard in regards to the above, shall be required to be promptly removed from the maintenance area.

In all regards, the requirements of the Department of Environment and Water Catchment Protection shall be met.

The Contractor shall ensure that all vehicles, plant and equipment shall not be driven at speeds in excess of those displayed.

All drivers and operators of plant and equipment must have appropriate, current Western Australian or National Vehicle Drivers Licenses.

The Contractor shall ensure that hazard identification, risk assessment and risk control processes have been carried out and documented in relation to all plant and equipment.

**2.1.21 QUALITY CONTROL**

The Principal shall conduct regular inspections to audit works carried out.

The contractor shall be responsible for ensuring the following outcomes:

- That activities scheduled in the maintenance programme will conform to the specification.
- Resources allocated to the service delivery will enable the specified outcomes.
- That work is carried out with the specified time constraints.

**2.1.22 TRAFFIC MANAGEMENT**

Any maintenance works on or in the near vicinity of public roads are to be assessed in terms of the Traffic Management For Roadworks - Code Of Practice, and the necessary temporary signage erected by suitably qualified operators. In the event of traffic management plans being required for more complex works, the Principal will arrange suitable management approvals and measures.

Contractor's vehicles not directly involved with works are to be parked safely off the road or where possible on lesser-trafficked side roads. The backs of the vehicles where loading ramps are present are to be coned to alert road users.

All temporary signage is to be removed once maintenance activities on or in the vicinity of the road verge is completed.

**2.1.23 PUBLIC SAFETY AND OCCUPATIONAL SAFETY AND HEALTH**

The contractor shall alert any person within the vicinity of maintenance operations or whose person, pets, stock or property may be at risk of injury or damage. Where appropriate, the contractor may politely ask persons to move a safe distance away from such maintenance operations.

The contractor is to be fully conversant with the Occupational Safety and Health Act 1984 and shall be responsible for maintaining a safe worksite, whilst adequately isolating any hazardous situation.

Public safety must be maintained at all times.



### 3 TENDERER'S OFFER

#### 3.1 OFFER FORM

The Chief Executive Officer  
SHIRE OF WICKEPIN  
77 Wogolin Road, Wickepin WA 6370

I/We

(BLOCK LETTERS): \_\_\_\_\_

ADDRESS \_\_\_\_\_

ABN/GST Status \_\_\_\_\_

ACN (if any) \_\_\_\_\_

Telephone No: \_\_\_\_\_ Facsimile No: \_\_\_\_\_

E-mail (if any): \_\_\_\_\_

**In response to RFT:22.23-1 SUPPLY AND LAY OF BITUMINOUS PRODUCTS (INCLUDING AGGREGATE)**

I / We agree that I am / We are bound by, and will comply with this request and its associated schedules, attachments, all in accordance with the Conditions of Tendering contained in this request signed and completed.

The tendered price is valid up to thirty (30) calendar days from the date of the tender closing or forty-five (45) days from the Council's resolution for determining the tender whichever is the later unless extended on mutual agreement between the Principal and the Tenderer in writing.

I / We agree that there shall be no cost payable by the Principal towards the preparation or submission of this tender irrespective of its outcome.

The tendered consideration is as provided under the schedule of rates of prices in the prescribed format and submitted with this Tender.

Dated this: \_\_\_\_\_ day of \_\_\_\_\_ 2018

Signature of authorised signatory of Tenderer: \_\_\_\_\_

Name of authorised signatory (BLOCK LETTERS): \_\_\_\_\_

Position: \_\_\_\_\_

Address: \_\_\_\_\_

Witness Signature: \_\_\_\_\_

Name of witness: (BLOCK LETTERS): \_\_\_\_\_

Position: \_\_\_\_\_

Address: \_\_\_\_\_

**3.2 GENERAL AND CORPORATE INFORMATION****3.2.1 ORGANISATION PROFILE AND REFEREES**

Attach your organisation profile.	<b>Attachment 1</b> <input type="checkbox"/> Tick✓if attached
Attach details of your referees. You should give examples of work provided for your referees where possible.	<b>Attachment 2</b> <input type="checkbox"/> Tick✓if attached

**3.2.2 AGENTS**

Are you acting as an agent for another party?	Yes <input type="checkbox"/> No <input type="checkbox"/>
If Yes, attach details (including name and address) of your principal.	<b>Attachment 3</b> <input type="checkbox"/> Tick✓if attached

**3.2.3 SUB-CONTRACTORS**

Do you intend to subcontract any of the Requirements?	Yes <input type="checkbox"/> No <input type="checkbox"/>
If Yes, attach details of the subcontractor(s) including the name, address, location of premise and the number of people employed.	<b>Attachment 4</b> <input type="checkbox"/> Tick✓if attached

### 3.2.4 QUALITY ASSURANCE

Does your organisation have any quality assurance system?	Yes <input type="checkbox"/> No <input type="checkbox"/>
If you propose to subcontract, does your subcontractor have a "third party" quality management system in place?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Supply evidence or details of your quality assurance position and where relevant of your supplier's or subcontractor's position, in an attachment.	<b>Attachment 5</b> <input type="checkbox"/> Tick ✓ if attached

### 3.3 RESPONSE TO SELECTION CRITERIA

#### 3.3.1 COMPLIANCE CRITERIA

Have you complied with the Specification contained in this Request?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Have you complied with the Conditions of Tendering contained in this Request?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Have you complied with and completed the price schedule?	Yes <input type="checkbox"/> No <input type="checkbox"/>

### 3.3.2 QUALITATIVE CRITERIA

Before answering the qualitative criteria, Tenderers shall note the following:

- (a) all information relevant to your answers should be contained within your Tender to each criterion;
- (b) tenderers shall assume that the Evaluation Panel has **no** previous knowledge of your organisation, its activities or experience;
- (c) tenderers shall provide full details for any claims, statements or examples used to address the qualitative criteria; and
- (d) tenderers shall address each issue outlined within a qualitative criterion.

<p>Demonstrated experience by tenderer to meet the requirements as set out in specification:</p> <ul style="list-style-type: none"> <li>(a) provide details of supplying similar goods and services ;and</li> <li>(b) demonstrate competency and proven track record of achieving outcomes.</li> </ul>	<p><b>Attachment 6</b></p> <p><input type="checkbox"/></p> <p>Tick✓if attached</p>
<p>A maintenance service best suited to the Principal's requirements that demonstrate a commitment to customer service and a professional corporate image.</p> <p>Supply details of any relevant information additional to corporate profile, references and quality assurance information.</p>	<p><b>Attachment 7</b></p> <p><input type="checkbox"/></p> <p>Tick✓if attached</p>
<p>Demonstrated ability and procedures to ensure public and employee safety by way of Occupational Safety and Health, and adherence to the Traffic Management for Roadworks Code of Practice.</p> <p>Supply details of relevant operational policies and procedures.</p>	<p><b>Attachment 8</b></p> <p><input type="checkbox"/></p> <p>Tick✓if attached</p>

**3.4 PRICE INFORMATION**

Tenderers **must** complete clause 3.4.3 "Price Schedule". Before completing the Price Schedule, Tenderers should read the entire Request.

**3.4.1 DISCOUNTS**

Are you prepared to allow a discount for prompt settlement of accounts?	Yes <input type="checkbox"/> No <input type="checkbox"/>
If you are offering different discounts for different periods, or other discounts such as volume discounts, detail them in an attachment.	<b>Attachment 9</b> <input type="checkbox"/> Tick ✓ if attached

**3.4.2 PRICE BASIS**

Are you prepared to offer a fixed price?	Yes <input type="checkbox"/> No <input type="checkbox"/>
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3.4.3 PRICE SCHEDULE "A" (**INCLUDING AGGREGATE**)

All pricing must include GST.

Item No	Description	Tendered Rate \$/m <sup>2</sup>
1A	14mm Primer Seal (= > 5000m <sup>2</sup> )	\$
1B	14mm Primer Seal (= < 5000m <sup>2</sup> )	\$
2A	10mm reseal (= > 5000m <sup>2</sup> )	\$
2B	10mm reseal (= < 5000m <sup>2</sup> )	\$
3A	Two Coat Seal 14mm + 7mm (= 0m<1000m <sup>2</sup> )	\$
3B	Two Coat Seal 14mm + 7mm (=1000<36000m <sup>2</sup> )	\$
4A	7mm reseal (= > 5000m <sup>2</sup> )	\$
4B	7mm reseal (= < 5000m <sup>2</sup> )	\$
5A	Prime 80 % class 170 bitumen 20% kerosene cut back spray rate Pa/s 0.05 at 60 <sup>o</sup> c 0.8 litters per square meter at 5000m <sup>2</sup> with	\$
6A	Dry locking with 5mm stone if required (= < 500m <sup>2</sup> )	\$

Variation To Application Rate	\$/l
Variation to the binder application rates in excess of 7.5% of rates detailed in item 2.1.2 of Specification	

## ADDITIONAL INFORMATION – AGGREGATE SOURCE

Location/s of Quarry - Address	Operator/s