



REQUEST FOR TENDER

RFT NUMBER	RGRC 2024-RFT-001
RFT TITLE	Borroloola Community – Construction of New Airport Toilet Block
CLOSING DATE	2:00pm, Australian Central Standard Time (ACST) Wednesday, 4th September 2024 (LATE TENDERS MAY NOT BE ACCEPTED)

HOW TO RESPOND TO THIS REQUEST FOR TENDER

Complete the Response Schedules provided. This will form part of the contract which may be lodged in the following ways:

- By electronic lodgement facility on Tenderlink.com _____ or on Local Buy Vendor Panel at www.localbuy.net.au

NOTE: No other form of delivery is acceptable

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1.1 CONDITIONS OF TENDERING

The Council seeks Tenders for the construction of the Borroloola Community New Airport Toilet Block which is further described in the Tender Specifications.

1.2 INTERPRETATION OF TERMS

Unless the contrary intention is indicated, these Conditions of Tendering are to be interpreted in the same manner and words have the same meaning as in the Contract.

If a date stipulated for doing an act in relation to the Request for Tender (RFT) is not a business day (being any day which is not a Saturday, Sunday or a public holiday in the Northern Territory, as specified in Schedule 2 of the *Public Holidays Act 1981*), the act must be done on the next business day.

In these Conditions of Tendering the following definitions apply:

'Addendum' means any document expressly stated to be an Addendum, which is issued by the Principal varying, updating or clarifying the RFT prior to the stated time and date for closing of the RFT.

'Annexure' means the document titled "Annexure to the Conditions of Contract" and contained in this RFT.

'Contract' means the document titled 'Conditions of Contract' and referenced or contained in this RFT.

'Principal' means the Roper Gulf Regional Council (RGRC) or its representative.

'RFT' means this request for tender inviting offers and includes all conditions, annexures, schedules, attachments and addenda.

'Tender Response' means all documents lodged by the Tenderer in response to the RFT.

'Tenderer' means the person or company lodging a Tender Response. Also referred to as 'Consultant' or 'Principal Design Consultant'.

'Works' means the works required by the Principal and described in this RFT.

'Contractor' means person/s undertaking the construction works.

'Attachments' means the documents you attach as part of your tender.

'Awarded Contract' means the fully executed contract between Council and the successful tenderer.

'Closing Date' means the time and date specified in Clause 3.3 or such later time and date as may be notified in writing to Tenderers by Council.

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CONDITIONS OF TENDERING

Notice of Acceptance or Award means written notification signed by an authorised representative of Council to the Tenderer that its tender response has been accepted subject to any modification.

Offer means your offer to be selected to supply the requirements.

Response Schedules means any Schedule marked "Response Schedules" which must be completed by the Tenderer/Respondent and submitted with its Offer.

Selection Criteria means the criteria used by Council in evaluating the tender.

Special Conditions means the additional contractual terms.

Specifications means the statement of requirements that the Council requests you to provide if selected.

Tenderer Representative means the Tenderer's nominated single point of contact within the Tenderer's organisation for all communications in relation to the invitation to tender.

1.3 PREPARING A TENDER RESPONSE

1.3.1 General Requirements

Each Tender Response is required to contain one copy of the documents listed in the clause titled "Documents to be Lodged" in these Conditions of Tendering.

Each Tender Response (excluding attachments or supplementary information provided by the Tenderer) must be in English. A Tender Response that does not comply with this requirement will be declared inadmissible for assessment.

1.3.2 Tenderers to Inform Themselves

Tenderers must, at their own expense, inform themselves of all circumstances and conditions relating to submitting a Tender Response and carrying out the Works. This includes compliance with all legislation, an inspection of the relevant site(s) and satisfying themselves as to the correctness and sufficiency of the RFT documentation.

1.3.3 Tender Costs

The Tenderer is responsible for all costs associated with preparing a Tender Response.

The Principal will not be liable for any expense or loss, which may be incurred by any Tenderer in the preparation or submission of its Tender Response.

1.3.4 Enquiries

Should the Tenderer:

- a) have any doubts as to the meaning of any part of the RFT; or
- b) find any discrepancy, error or omission in the RFT,

the Tenderer should seek clarification from the person listed below, as early as possible but in any event before the stated time and date for closing of the RFT.

CONDITIONS OF TENDERING

Nominated contact person for enquiries about the Works:	Name	Luke Haddow
	Email	Luke.haddow@ropergulf.nt.gov.au

Enquiries or Request for Information or Clarification

Tenderers may submit a written request for clarification on any part of the RFT documents, prior to lodgement of their Tender. Written clarifications must be submitted by email to the Nominated Contact Person(s)

It is the Tenderer's responsibility to allow enough time for transmittal of all submitted tender documents to ensure they are received before the deadline.

We recommend that Tenderers contact the Principal to confirm receipt of their email or if successfully lodged in e-lodgement portals of Tenderlink and Local Buy.

1.3.5 Addendum

The Principal may vary, update or clarify the RFT at any time before the stated time and date for closing of the RFT through the issue of an Addendum.

No explanation or amendment to the RFT will be binding unless in the form of an Addendum. Any Addendum issued under this clause will become part of this RFT.

1.3.6 Best Offer

Notwithstanding anything which may be done pursuant to the assessment process, the Principal intends to select the successful Tenderer primarily on the basis of the Tender Responses lodged but will also take into consideration any other information publicly available or known to the Principal. Accordingly, Tenderers should provide their best offer in their Tender Response.

1.4 TENDER RESPONSE VALIDITY

Tender Responses must remain valid and open for acceptance by the Principal for a period of forty-five (45) days.

Upon the expiry of the validity period:

- a) a Tenderer may withdraw their Tender Response by written notice to the Principal; or
- b) the Principal may, by close of business on the date of expiry, request an extension to the validity period.

1.5 PART OFFER AND PART ACCEPTANCE

Tenders are required to be submitted for the whole of the Works. Part offers will not be accepted.

1.6 PRICING

(i) General Requirements

Unless otherwise specified, prices must:

- a) be stated in Australian dollars;
- b) be inclusive of:
 - i. GST (where applicable);
 - ii. all costs required to carrying out the Works, including labour, materials, transport, freight, overheads, profits and charges; and
 - iii. all taxes, fees, duties, royalties, premiums, costs, charges and the like which will be due and payable to any person or authority under the Contract.

Unless otherwise required, pricing must be submitted for each item in the schedule and failure to price all items may result in the Tender Response being declared inadmissible for assessment.

(ii) Treatment of Low or Aberrant Prices

Where a price (or a key element of a Tender Response price) is considered well below or above the median price or the Principal's estimated value, the Tenderer may be requested to confirm the tendered price or respond to questions regarding particular aspects of the Tender Response. The Tenderer may also be requested to provide written confirmation that the requirement and contractual obligations relevant to the Works are fully understood.

The Principal may, at its discretion, either:

- a) proceed with the evaluation of the Tender Response; or
- b) where there is evidence that acceptance of the Tender Response may result in an unacceptable contract outcome or pose a substantial risk to the completion of the Works or the sustainability of the Tenderer, set the Tender Response aside from further assessment.

1.7 CONFLICT OF INTEREST

For the purpose of this clause a "Conflict" means any matter, circumstance, interest, or activity affecting the Tenderer (including the officers, employees, agents and sub-contractors of the Tenderer) which may or may appear to impair the ability of the Tenderer to perform the Contract diligently and independently.

Tenderers must declare any Conflict in their Tender Response.

Tenderers must not place themselves in a position that may, or does, give rise to a Conflict during the RFT process.

If at any time during the RFT process, a Tenderer is aware that an actual, potential or perceived Conflict exists or may arise, that Tenderer must immediately notify the Principal.

If a Conflict exists or arises during the RFT, the Principal may:

- a) declare the Tender Response inadmissible for assessment.
- b) enter into discussions to seek to resolve the Conflict; or
- c) take any other action it considers appropriate.

1.8 LOCAL CONTENT

RGRC is committed to supporting businesses that use local contractors and suppliers who hire and train Territorians. Assessment will take into consideration businesses that demonstrate a

CONDITIONS OF TENDERING

commitment to supporting and employing Territorians including Indigenous Territorians, accredited training for its employees and sourcing goods and services from local businesses.

1.9 INDUSTRY PARTICIPATION

Tenderers are required to demonstrate their commitment to local participation, in relation to the Works to be completed, in their Tender Response. Failure to demonstrate a commitment to local participation in the Tender Response may result in the Tender Response being declared inadmissible.

1.10 LODGEMENT OF TENDER RESPONSE

1.10.1 Lodgment

Unless otherwise directed by the Principal, Tender Responses must be lodged using the following method:

- a) Electronically through the email address stated on the cover to the RFT. Tenderers shall note that the maximum email size is limited to 20MB. As such, any submissions which are larger than this will be required to be sent in multiple emails to ensure receipt by the nominated closing date and time.

Failure to comply with the above requirements may result in the Tender Response being declared inadmissible for assessment.

If, for any reason, a part of a Tender Response (excluding the pricing schedule(s)) becomes corrupt, illegible, inadequate or incomplete as a result of transmission or storage, the Principal may request an additional copy of the Tender Response.

If, for any reason, the pricing schedule(s) contained in a Tender Response becomes corrupt, illegible, inadequate or incomplete as a result of transmission or storage the Tender Response may be declared inadmissible for assessment.

For enquiries about lodgement contact	Name	Procurement Compliance Coordinator
	Email	Procurement@ropergulf.nt.gov.au

1.10.2 Documents to be Lodged

The Tenderer will complete in full and submit one copy of the documents listed below.

Failure to provide all documents may result in the Tender Response being declared inadmissible for assessment.

Documents to be Lodged
Tenderer Details Declaration by Tenderer Responses to Assessment Criteria Including: <ul style="list-style-type: none">- Lump Sum Price and Break-Down (within RS document)- Schedule of Assumptions and Qualifications (within RS document)

1.10.3 Closing Time and Date

CONDITIONS OF TENDERING

The RFT will close at the time and date stated on the front cover.

1.10.4 Late Tenders

Tender Responses are to be received, in full, by the time and date for closing of the RFT.

Failure to lodge a Tender Response, or part thereof, before the time and date for closing of the RFT may result in the Tender Response being declared inadmissible for assessment.

1.11 ADMISSIBILITY

1.11.1 General

Unless otherwise specified, if a Tenderer fails to comply with a requirement as set out in these Conditions of Tendering, their Tender Response may be declared inadmissible for assessment.

In determining whether a Tender Response is admissible for assessment the Principal will consider:

- a) whether admitting the Tender Response will compromise the integrity of the tender process;
- b) whether the Tenderer has or is likely to gain an unfair advantage;
- c) reasons for the Tenderer's failure to comply with a requirement;
- d) whether the Tender Response is capable of assessment;
- e) whether the Tender Response was mishandled by the Principal or a third party; and
- f) evidence of unfair practices.

1.11.2 Bankruptcy/Insolvency

The Principal may, in its absolute discretion, declare a Tender Response inadmissible for assessment in circumstances where the Tenderer is bankrupt or in liquidation.

1.11.3 Improper Conduct

The Principal may, in its absolute discretion, declare a Tender Response inadmissible for assessment where, in the reasonable opinion of the Principal (being based on fact or a reasonable belief), the Tenderer has engaged in "improper conduct" as that term is defined in the *Independent Commissioner Against Corruption Act 2017*.

1.12 OWNERSHIP OF DOCUMENTS

All Tender Responses will become the property of the Principal upon submission and will not be returned to Tenderers.

By lodging a Tender Response, a Tenderer licenses the Principal to reproduce the whole or any portion of the Tender Response for the purposes of the conduct of the RFT, including assessment, clarifications, resultant contract negotiation, contract management, and anything else in relation to these purposes.

Nothing in this clause changes or affects the ownership of copyright or other intellectual property rights that may subsist in the Tender Response.

1.13 CHANGES TO THE CONDITIONS

1.13.1 Conditions of Tendering

CONDITIONS OF TENDERING

Tenderers are not permitted to request changes or propose alternatives to these Conditions of Tendering.

Any Tenderer who proposes a change will be requested to withdraw the change in order to comply with the Conditions of Tendering.

If the changes are not withdrawn the Tender Response will be declared inadmissible for assessment.

1.13.2 Conditions of Contract

Tenderers are permitted to request changes or propose alternatives to the Conditions of Contract applicable to the RFT however the acceptance or rejection of these changes is at the sole discretion of the Principal.

Where the Principal determines the proposed changes are not acceptable or are acceptable with additional amendments, the Tenderer will be requested to either withdraw the proposed change or accept the additional amendment.

If the changes are not withdrawn or the additional amendments accepted, the Tender Response will be declared inadmissible for assessment.

1.14 TENDER ASSESSMENT CRITERIA

Selection of the successful Tenderer will be based on a best value for the RGRC in accordance with the nominated assessment criteria.

An example of the types of considerations that may form part of each criterion are set out below, these elements are not to be considered exclusive to any specific RFT.

- a) Past Performance:
 - i. Performance history including experience in completing similar Works and the extent to which previous undertakings were achieved.
 - ii. Standard and quality of Works previously completed.
 - iii. Extent of supervision previously required.
 - iv. Referees.

- b) Timeliness:
 - i. Ability to manage the completion of the Works within timeframes specified.
 - ii. Vulnerabilities to the completion timeframe.

- c) Capacity:
 - i. Ability to complete the Works including the experience and capacity of nominated personnel or sub-contractors.
 - ii. Number, details and value of contracts currently in progress.
 - iii. Legal action pending.
 - iv. Financial capacity.
 - v. Risk.

- d) Local Content:
 - i. Enhancement of industry and business capability in the Northern Territory.
 - ii. Improved capacity and quality in carrying out the Works.

CONDITIONS OF TENDERING

- iii. Accredited training programs currently supported by the Tenderer or that will be supported or utilised in carrying out the Works.
- iv. Proposed level of usage of apprentices and trainees in carrying out the Works.
- v. Proposed number of jobs for Territorians that will be supported or utilised in carrying out the Works.
- vi. Proposed level of involvement of local Indigenous enterprise in the Works.
- vii. Proposed level of usage of Territory Enterprises as sub-contractor or suppliers.
- viii. Regional development opportunities.

e) Price:

- i. Upfront costs.
- ii. Through-life costs, for example:
 - Cost of ongoing training of RGRC staff.
 - Cost of transit in and out or implementation from one provider to another.
- iii. Any other factors that would impact on costs to the Principal.
- iv. Where a shortlisting process is utilised, Price will not be the only determining factor.

1.14.1 Disclosure of Weightings

Assessment criteria and percentage weightings applicable to the RFT are as follows:

Past Performance	20%
Timeliness	15%
Capacity	15%
Local Content	30%
Price	20%
TOTAL	100%

CONDUCT OF THE ASSESSMENT

1.14.2 General

For the purpose of the assessment, clarification, negotiation and reporting of this RFT the Principal may disclose information acquired or developed during the assessment process (including a copy of the Tender Response) to executive staff, consultants, advisors, other agencies and statutory authorities in order to comply with obligations, exercise rights under this RFT and enable effective management or auditing of the Principal's activities.

1.14.3 Clarification and Additional Information

The Tenderer may be called upon to clarify information contained in their Tender Response or to supply information in addition to the Tender Response to demonstrate to the satisfaction of the Principal that the Tenderer has the ability to carry out the Works.

The Tenderer must within the time specified comply with any such requests. Failure to submit any

CONDITIONS OF TENDERING

or all of the information required, in the time stipulated, may result in the Tender Response being declared inadmissible for further assessment.

1.14.4 Security, Probity and Financial checks

The Principal reserves the right during any part of the assessment of Tender Responses to perform such security, probity and financial investigations and checks as the Principal may determine are necessary in relation to Tenderers, their employees, officers, partners, associates, sub-contractor or related entities and their employees, officers and sub-contractor. These checks may include (without limitation) ascertaining in relation to each Tenderer:

- a) security;
- b) financial viability and stability;
- c) managerial and technical capacity;
- d) corporate history;
- e) significant litigation (past, present or pending); and
- f) any other matters the Principal considers relevant.

Tenderers must, at their cost, promptly provide the Principal with such information or documentation that the Principal requires in order to undertake such investigations or checks.

The Principal may declare a Tender Response inadmissible for further assessment if the Tenderer does not promptly provide all reasonable assistance to the Principal in this regard or based on the outcomes of the investigations or checks.

1.14.5 Tender Response Shortlisting Process

1.14.5.1 General

All admissible Tender Responses may be subject to the shortlisting process.

1.14.5.2 Shortlisting

- a) Tender Responses may be shortlisted based on:
 - i. completeness of response;
 - ii. local content;
 - iii. past performance;
 - iv. whether the Tender Response presents an acceptable level of risk to the Principal;
 - v. price.
- b) The Principal reserves the right, in its absolute discretion, to shortlist any number of Tender Responses, including one or more, all or none of the Tender Responses.
- c) The Principal is not obliged to shortlist the lowest priced Tender Responses.
- d) The Principal reserves the right, in its absolute discretion, to shortlist Tender Responses by taking into account any other factors it deems necessary and appropriate.
- e) The Principal reserves the right at its absolute discretion, to remove a Tender Response from the shortlist at any time for any reason and will notify the Tenderer of its removal from the shortlist without any obligation to provide reasons for the removal.

1.14.5.3 Shortlisted Tender Responses

- a) If a Tender Response is shortlisted, the Tenderer will be notified in writing by the Principal of that fact.
- b) Shortlisted responses will then proceed to assessment.

1.14.5.4 Non-shortlisted Tender Responses

- a) Where a Tender Response is not shortlisted, the Tenderer will be notified in writing by the Principal of that fact.
- b) Non-shortlisted Tender Responses will be held in reserve to be considered in the event that the Principal elects not to proceed with any Shortlisted Tender Responses.
- c) A Tenderer that has received notification they have not been shortlisted shall be entitled to withdraw their Tender Response by giving the Principal written notice of such withdrawal within 5 Business Days of receiving the notice.
- d) Where a Tenderer's Tender Response was not shortlisted, that Tenderer will be entitled to request a debriefing, as to why their Tender Response was not shortlisted, at the conclusion of the RFT process. The information discussed will be limited to the aspects of the Tender Response that were considered in the shortlisting process.

1.15 NEGOTIATIONS

- a) The Principal may engage in detailed discussions and negotiations with one or more Tenderers.
- b) The selection of Tenderers under this clause does not bind the Principal to a contractual relationship and is not an indication that the Tenderer will be successful.
- c) The result of any successful negotiations will be incorporated into the Contract.

1.16 NOTIFICATION OF ACCEPTANCE

The Principal will not be bound to accept the lowest or any Tender Response.

The successful Tenderer will be notified in writing on the completion of the RFT process ('**Notice of Acceptance**').

Unless otherwise specified, the Notice of Acceptance forms a binding agreement between the Principal and the successful Tenderer on the terms set out in the Contract. The Notice of Acceptance will, at the Principal's discretion, be issued by pre-paid post, facsimile or email to the address stated in the Tender Response.

A Tenderer should not act on any representations or statements made by the Principal, its employees or agents prior to the issue of the Notice of Acceptance.

Information will be confined to discussion of the Tenderer's Tender Response and under no circumstances will information relating to another Tender Response be disclosed.

The Principal may publish details of the successful Tender Response, including the name and address of the Tenderer, value of the contract awarded and a description of the Works.

1.17 UNSUCCESSFUL TENDER RESPONSES

Unsuccessful Tenderers will be informed in writing of the outcome of their Tender Response at the conclusion of the RFT process.

2 CONDITIONS OF CONTRACT

The Conditions of Contract applicable to this RFT are the **Roper Gulf Regional Council General Contract Conditions Annexure**.

Tenderers please note:

Sections 1 and 2 comprising the Conditions of Tender and Special Conditions of Contract are provided within this RFT document.

You are advised to ensure you are familiar with the rules of tendering and with the contractual obligations of the parties under any subsequent Contract. You are further advised to reference the Conditions of Contract, on the following pages, which detail specific requirements applicable to this RFT.

2.1 CONDITIONS OF CONTRACT

C01	Basis of Payment		Lump Sum Fee
C02	Principal's Representative is	Title	Chief Executive Officer, Roper Gulf Regional Council
		Address	GPO Box 1321, Katherine NT 0801
		Email	ceo@ropergulf.nt.gov.au
C03	Address for Service of Notices	Title	Chief Executive Officer, Roper Gulf Regional Council
		Department	Roper Gulf Regional Council
		Address	GPO Box 1321, Katherine NT 0801 Att: Contract Manager Contract: RGRC-2024-01
C04	Time for Commencement		Fourteen (14) Days
C05	Time for Completion		Twelve (12) Weeks
C06	Public Liability Insurance required		\$10,000,000.00
C07	Ownership of Intellectual Property		Ownership by the Principal
C08	Limitation of Liability		Not Applicable
C09	Project Manager		Yes
			Architectural Water Solutions (AWS)
			Des Martin Ph: 08 8947 3677

3 SCOPE OF SERVICES

3.1 ROPER GULF REGIONAL COUNCIL

Approximately 6,486 people reside in the Roper Gulf region (Census 2021), 75% of our population identify as Aboriginal and/or Torres Strait Islander. The Roper Gulf Regional Council (RGRC) continues to work towards sustainability and delivering quality and improved services to the people of the Roper Gulf region. As an established Council, there is unique opportunities for local experience and input to steer Council's project obligations and requirements with a positive future direction.

The Roper Gulf Regional Council area is located in the north-eastern section of the Northern Territory. The Council's area spans 201,000 square kilometres, almost three times the size of Tasmania, making Council's operational footprint one of the largest in the Northern Territory.

The regional boundary runs from the Southern side of the Kakadu escarpment to the Northern edge of the Barkly Tablelands, and from the Western fringe of the Stuart Highway to the Gulf of the Carpentaria and Queensland border. More than 700 kilometres of coastline runs along the eastern edge of the Local Government Area.

There are five Wards that make up the Roper Gulf region - Never Never, Numbulwar-Numburindi, Nyirrangulung, South-West Gulf and Yugul Mangi. Within these Wards are 14 townships and remote indigenous communities that our Council services.

The RGRC Council strongly promotes and values Indigenous culture with traditional ties to the land.

3.2 BACKGROUND

Borroloola is a town in the Northern Territory located on the Carpentaria Highway about 7 hours' drive southeast of Katherine. Reference to the 2022 census, Borroloola recorded a population of 755 residents. The Council Office located at 167 Robinson Road, Borroloola NT 0854.

The existing toilet block has aged and in need of replacement. A new toilet block is to be constructed adjacent the airport entrance gates next to the existing one. The new toilet block is required to allow local people, pilots and visitors to use with ease of convenience. The new works include a caravan dump point which will allow many travellers to dispose of their black wastewater.

The existing toilet block wall holds a mural painting of significance to the local people, this mural wall will need to be protected with the toilet block remaining in situ. The tenderer is to be permitted to use the existing toilet block for site ablutions allowing for care and maintenance during the construction period. Careful management and protection of the building mural will be required during the construction period process, more detail on this item is explained in the scope of works.

3.3 SITE OF WORKS

The site is located on located at Broad St, Borroloola NT,0854 adjacent the Tamarind parkland and the airport entrance gates. The site is relatively level and easily accessible from several fronts, the park has a road that circles the site allowing turnaround for larger vehicles with the airport carpark at the rear of the site.

SCOPE OF SERVICES

Refer to the photo below.



Figure 1: Worksite showing the existing toilet block and mural wall.

The contractor/s must consider:

- Local community engagement, respect values
- Whole of the site, ongoing, current and future works
- Public image and respect of the RGRC and its staff and visitors
- On-Site constraints of the available land, lot boundaries, neighbouring businesses
- Traffic and pedestrian links and whereabouts
- Adjacent sites relative to the Office site and existing infrastructure
- Contractor access and ownership of the site
- Location and proximity to residents
- Work, Health and Safety Risks
- Environmental, contaminated soil

3.4 OBJECTIVES AND OUTCOMES

- Minimal maintenance requirements during the operational phase.
- Minimal operational costs during the operational phase.
- Improve amenity for staff and visitors.
- Local Identity - work with RGRC's staff and management to provide and develop a successful project outcome that will not differ from standard commercial premises.

SCOPE OF SERVICES

- Offer opportunities for local indigenous people and suppliers in construction and delivery of the project.

The Constructor must respond against the aforementioned project objectives within their tender submission describing their contractual intent for this project. This is to provide the assessment panel with a more in-depth understanding of the tenderer's appreciation for the project, objectives and site.

3.5 PRELIMINARY BRIEF

The intention of this project is to construct a new toilet block nearby the existing one. Power will be provided by solar generation panels located on the roof directed to appropriate sun radiation angles, protected by stone guard mesh. Allow to provide solar panels for solar off grid power, provide DC power conversion equipment suitable to service the Pureblue toilet block.

The potable water will be serviced by the existing toilet block water connection pipeline upon demolition of the old block. The sewer connection pipeline extension will form part of this contract, connecting to the existing PWC infrastructure connection provided. The contractor is to liaise with Powerwater and allow to submit all relevant forms and pay all associated fees for the connection to sewer.

As part of the tender process, the successful tenderer will be required to meet with a group of stakeholders including the Roper Gulf Regional Council local delegates to determine existing concerns, conditions and constraints, and ensure current maintenance issues address future development impacts. Consideration must also be given to construction challenges, construction capability, quality control and material availability specific to the Borroloola community.

The existing toilet block is to remain onsite, ensure that the mural on the existing building is not damaged or disturbed, the septic will need to be decommissioned but the building will remain insitu.

The local people want to preserve the Mural that currently dresses the southern wall of the existing toilet block. Protection of the wall mural must be provided during construction.

It is envisaged that the extent of works will include (but not limited to) the below scope:

- **Demolition** of the existing toilet block septic system, redundant equipment, concrete pavements, structural concrete slabs and footings within the work area.
- **Termination:** Termination and removal of any redundant in ground services left following the removal of existing buildings, plant and fixtures.
- **Plant and Equipment:** Allow to provide all associated plant and equipment, in reference to the design drawings including associated pipework and fittings.
- **Site Surrounds:** All works are to be performed with care for surrounds and existing fixtures. All grounds are to be reinstated back to "as found" with allowance for soil settlement.
- **Electrical Connections (Solar):** Allow for all electrical solar connection works pertaining to the new toilet block.
- **Landscaping:** Allow to reinstate all components of the existing areas irrigation system

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inclusive of grass, irrigation system sprinklers, and pipelines. Note this is applicable to the neighbouring parklands (Tamarind Park) and inside of the perimeter rock fence.

3.6 SITE VISITS

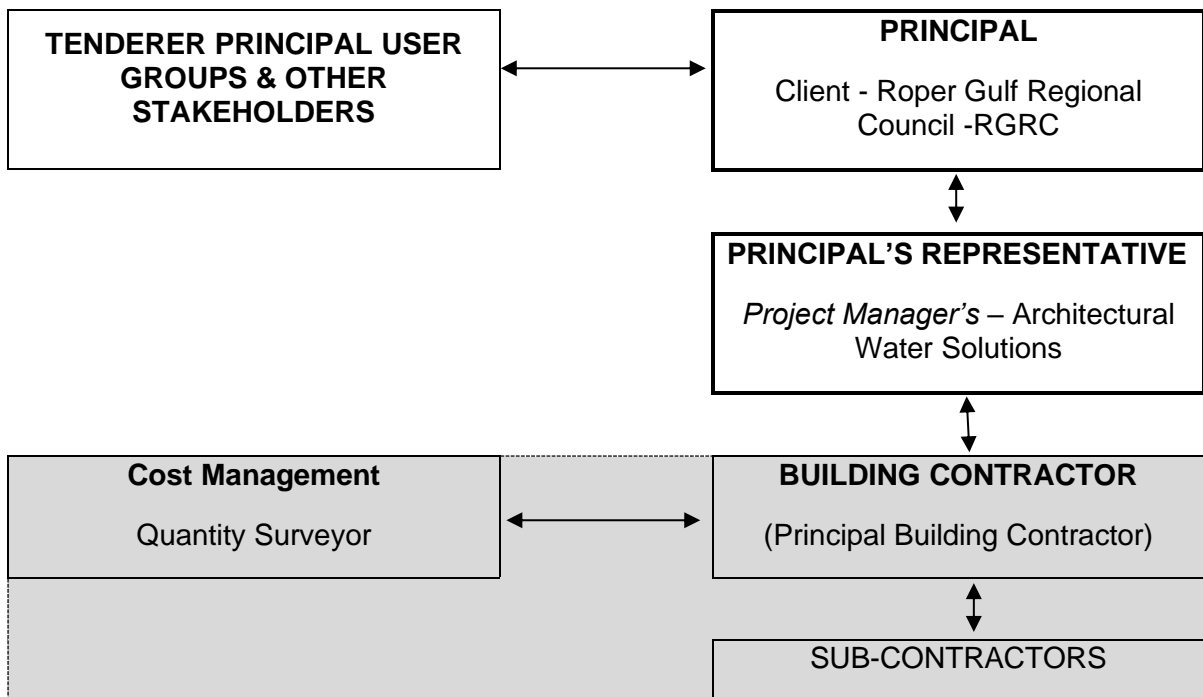
There is not a scheduled, mandatory site visit as part of this tender process. Tenderers must familiarise themselves with the town of Borroloola and the proposed construction site.

3.7 REQUISITE SKILLS AND RESOURCES

This Contractor will require experience in remote construction works, and plumbing installations. The tenderer must have specific experience in the construction, installation and delivery of remote construction projects.

These requisite skills, resources, expertise and availability must be demonstrated within the tender submission.

3.8 COMMUNICATIONS STRUCTURE



3.9 CONFIDENTIALITY, PUBLICITY & MEDIA

The Tenderer shall make sure its employees and sub-consultants, including suppliers, strictly comply with the Confidentiality, Publicity and Media requirements in the Conditions of Contract.

The Tenderer must not issue documents to persons or authorities without the written consent of the Principal. A written authority, when issued, is applicable only to the specific issue or documents mentioned in the approval.

The Tenderer will provide evidence of any existing or potential conflict of interest in their proposal, noting this within their submission.

The information contained within this Request for Tender, including associated reference and

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other documentation is considered Commercial in Confidence.

The RGRC retains the Intellectual Property Rights to all documents, reports, analysis, drawings and specifications. This includes information supplied by the RGRC and the deliverables supplied by the Tenderer as part of this project. All information must be treated as confidential.

The Tenderer should not pass this information to any third party (including the public) during or after the tender period. The Tenderer should not use the information/data for any other project other than the work under the Contract.

3.10 WORK HEALTH & SAFETY MANAGEMENT – SAFETY IN CONSTRUCTION

The Tenderer (Contractor) will make sure all staff, workers and its sub-contractors comply with the *Work Health and Safety Act 2011*. The Principal Contractor must make sure any structure it builds (or manages the building of, as the case may be) is, so far as is reasonably practicable, without risk to the health and safety of persons who will use, occupy, construct or carry out any activity at or in the vicinity of the structure. In particular, the Tenderer will:

- a) implement a risk management process to make sure any hazards associated with the building of the new toilet block are identified, assessed and, as far as reasonably practicable, eliminated or minimised to be risk adverse;
- b) consult, cooperate and coordinate with others who may contribute to the safe construction of the structure including the Principal, sub-consultants, construction contractors and end users;
- c) ensuring, so far as is reasonably practicable, that the workplace is secured from unauthorised access, having regard to all relevant matters, including risks to health and safety arising from unauthorised access to the workplace, the likelihood of unauthorised access occurring and, to the extent to which it cannot be prevented, how to isolate hazards within the workplace;
- d) obtaining essential services information when excavation work is to be carried out and providing it to any person engaged to carry out the excavation work;
- e) maintain appropriate records regarding the construction process and the risk management process, including the results of any calculation, analysis, testing or examination, risk assessment and any conditions to make sure the structure is safe, and provide such records to:
 - i. the Principal; and
 - ii. any other person who occupies, uses or carries out any activity at or in the vicinity of the structure on request.
- f) provide a report to the Principal detailing the health and safety aspects of the construction and which includes information about any identified or potential hazards, access problems or any handling risks.

Contractors must have their own system to fulfil their individual obligations under the legislation.

3.11 HAZARD IDENTIFICATION FORM

Prior to accessing site, the Contractor is required to review all site hazards and risks with RGRC. These will be recorded in a Hazard Identification Form and provided to the successful main works tenderer. Prior to visiting the site, the Contractor must ensure all staff and subcontractors are familiar with issues identified in the Hazard Identification Form.

The Contractor is deemed to have understood the implications of the site hazards, risks as advised by RGRC (where applicable) and via its own investigation.

4 THE SERVICES

4.1 DESCRIPTION OF THE WORK UNDER THE AGREEMENT

This contract requirement is a general outline of the work to be carried out under the Contract comprises of the documentation and construction of:

Construction Contract:

- Functioning single storey toilet block;
- Caravan dump point;
- Landscaping and external areas adjacent the building footprint;
- External hardstand repairs adjacent the building footprint;
- Building and external facilities services and infrastructure.

The Contractor must provide complete and comprehensive services requirements integral with the intent of the project. This includes construction and services, and the preparation and submission of all deliverables. This Contract is to include, but is not limited to, the engagement of any subcontractors as required to complete the scope of works. It is noted, should any services or specific deliverables not be listed within this document, but be pertinent to the construction delivery and documentation of the project, the Contractor is to include this within the tender and clearly articulate this within their tender submission.

RGRC anticipate professional contractor disciplines may include the provision and delivery of, but are not limited to, the following:

- a) Building and construction;
- b) Structural engineering;
- c) Civil and Stormwater management;
- d) Electrical services;
- e) Plumbing services;
- f) Building Certification;
- g) Access Consultant - Disability Discrimination Act (DDA) consultancy services;
- h) Geotechnical Engineer; including contamination testing;

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- i) Quantity Surveying;
- j) Surveyor – suitable thorough as-built drawings,

Provision and documentation services of all building construction works required for the project, including:

- A construction project team leader that has a strong proficiency in building and construction, to lead and coordinate the construction team including all sub-contractors through all project phases. The tenderer must have demonstrated experience in the construction and delivery of similar remote area projects of similar size and scope within Australia.
- The toilet block construction shall complement the project objectives and outcomes as specified in this RFT.
- The building is to be constructed in accordance with the required National Construction Code (NCC) and relevant legislative requirements and Australian Standards (AS) and local requirements for remote areas.
- Compliance to the DIPL Minimum Construction Standards and Guidelines.
- Compliance to specific toilet block design standards/compliances as required.
- Planning requirements as required.
- Full coordination of all contractor disciplines, including all drawings, schedules, specifications, reports and documents, at each phase of the project.
- All structures for must comply with NCC and Australian Standards requirements and certified by a registered Structural Engineer as per the NT Building Act and Regulations.
- Design to comply with required cyclone and seismic rating.
- Assess current overland flow drainage and stormwater of the site for diversion away from the building.
- Site set outs and levels of the new toilet block. Planning and set-out of the site will be required. This may include changes in levels, pedestrian thoroughfares, vehicle access and removal of existing building.
- Minor earthworks and grading, including cut/fill.
- Pathways and retaining walls if applicable.
- Interfaces with external public roads and other spaces.
- Liaise with all relevant authorities (including local council) for approvals and confirmation of information, to determine major upgrades and design requirements.

SCOPE OF SERVICES

- All cross-overs, access and site entries.
- Investigate, assess the parking requirements for the proposed toilet block facility in accordance with the NT Planning Scheme and in liaison with relevant authorities

4.2 ELECTRICAL

Provision and specifications items for all the electrical works required for the project.

- Electrical building requirements – internal and external including solar electrical generation services to the building;
- Coordinate location of system components, such as major plant and equipment, lighting and power, and building upgrade requirements;
- Compliance to DIPL Minimum Standards and Technical specifications.

4.3 HYDRAULIC – WATER AND SEWERAGE

Provision and specification items for all the plumbing works required for the project.

- Provision of a cold-water supply from the existing toilet block service as shown on the design drawings.
- Communicate with relevant authorities, notify local council of any shutdowns, ensure surety of supply.
- Hydraulic requirements – internal and external including water services to the new toilet block.
- Sewer mains, allow to connect the sanitary drainage to the PWC sewer connection as shown on the design drawings.
- Coordinate the sewer connection to main infrastructure mains with PWC authorities, including the submission of all relevant forms. Allow to pay of all PWC sewer connection fees.
- Provide the required 'Section 40' construction certificate at the completion and commissioning of the project.
- Compliance to DIPL Minimum Standards and Technical specifications.

4.4 BUILDING CERTIFICATION

- Provide building certification for the proposed works and identify all required works to achieve compliance (including requirements from all other required regulatory authorities)

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- Assess documentation to determine compliance with the requirements of the NT Building Act and Regulations, its referenced Codes and Standards, NCC and Disability Discrimination Act 1992 (DDA).
- Inspections of building works.
- Issue of Inspection Reports during the construction phase.
- Issue of Certificate of Occupancy.

4.5 SITE SURVEY

Conduct a feature and levelling survey and detailed identification survey of the area suitable for construction purposes of the project.

- Locate all services inclusive of water and drainage.
- Identify extent of existing fixed structures such as, but not limited to, existing buildings, fencing, gates, landscaped areas/trees etc.
- Inclination gradient for survey contours shall be relative to the site topography.
- Use Ground Penetrating Radar (GPR) to determine existing underground services in the area of the new building and adjacent areas.
- Placement of Survey Control Marks and Benchmarks.
- Arrange and Provide all 'Dial-before-you-dig' information.
- Survey data to be delivered in PDF and an electronic copy in AutoCAD '.dwg' file format.

4.6 GEOTECHNICAL INVESTIGATION

Undertake geotechnical investigation for the project, including:

- Complete ground penetrating geotechnical investigations at the building project site adequate to fully construct the project, minimising the risk of latent ground conditions.
- Provide a full written report(s) of the site and conditions including physical investigation findings and recommendations.
- Provide information on subsurface conditions across the site and thus:
 - Undertake a ground water assessment.
 - Determine if asbestos or other contaminants are present on the site.
 - Comment on site preparation and earthworks requirements.
 - Determine suitable foundation systems and provide foundation design parameters, including allowable bearing pressures and estimated settlements.
 - Assess pavement requirements and provide pavement subgrade design parameters.
 - Provide comments on site drainage and groundwater.
 - Identify anticipated construction difficulties and provide possible solutions.

4.7 AAPA CLEARANCES

The building contractor is to contain all works within the existing lot including their laydown area in order to prevent any issues with the Aboriginal Areas Protection Authority (AAPA).

4.8 INCLUSIONS / EXCLUSIONS

4.8.1 Inclusions:

- Building to comply with the NCC and 'NTG Minimum Guidelines and Standards'.
- Consultation with RGRC staff, and relevant infrastructure services and local authorities.
- Organise and manage construction development meetings.
- Cross-check designs and drawings with other related disciplines.
- Permit to Build.

4.8.2 Exclusions:

- Project Management – by Architectural Water Solutions.

5 DELIVERABLES

For all components, the Contractor shall undertake the construction of the new toilet block, including tender documents as outlined in this Contract. It is noted, requirements may appear in any one or more of the documents contained within this RFT. The tender documents shall include comprehensive details, product drawings, specifications and schedules required to fully describe the construction works.

5.1 DOCUMENTATION

5.1.1 Drawings

Contract tender drawings will be provided on A3 size sheets and shall be legible when printed and copied at A3 size.

All documents must be issued with a document transmittal register.

5.1.2 Reports

All reports to be prepared on A4 size pages in '.pdf' and Microsoft Word '.doc' format.

- a) Reports shall document all work carried out in accordance with the contract requirements and submitted at all stages of the project.
- b) Reports shall include photographs, diagrams, plans, sections and 3D representations as required to adequately describe the project.
- c) Reports should not be overly wordy and repetitive. It should include an executive summary, recommendation and conclusion.

5.1.3 Document Handover

On completion of the Consultancy and prior to final payment, the Building Contractor shall deliver the following files:

- a) Contract drawings with accurate As-built information.pdf'

5.2 PROJECT MEETINGS

Project meetings will be planned and facilitated by the RGRC and required stakeholders throughout

SCOPE OF SERVICES

the project. The aim of project meetings is to develop the project fluently. These meetings will include a 'start-up' and can occur fortnightly in the first instance but may be reduced in frequency depending on the performance of the building contractor and progress of the project. All meetings for this project will be held at the local RGRC council office in Borroloola.

Copies of meeting minutes, correspondence and all discussions with service authorities or third parties must be provided to the Principal's Representative.

5.3 COORDINATION, QUALITY ASSURANCE AND DESIGN CHECKING

It is the responsibility of the Building Contractor to make sure all drawings, documents, specifications and schedules are checked during the tender period to highlight errors and omissions.

The Principal will not be responsible for any variations or extensions of time as a result of errors and/or omissions.

Any design variations or corrections required during tender and construction as a result of design errors or omissions shall be the responsibility of the Principal Design Consultant to amend and correct at the cost of the Design Consultant.

In their tender submission, the Building Contractor must detail its quality assurance and coordination process. The Building Contractor must demonstrate how it will manage its sub-contractor team to make sure all works are coordinated.

6 DELIVERY TIMEFRAME

1. Completion of all Construction Deliverables from Award of Contract – 12 WEEKS

As part of the tender submission, the Building Contractor must provide a detailed program and methodology detailing how the project will deliver all Deliverables within the nominated contract duration.

The Building Contractor must continually update status and progress with the Principal's Representative whilst working towards all deliverables.

The Building Contractor will be responsible for developing and maintaining a detailed timeline to achieve the required milestones and completion date.

Within one (1) week of award the Building Contractor will provide, for the Principal Representative's consideration and endorsement, a detailed Gantt chart highlighting all critical milestones, construction phases, for RGRC reviews and approvals.

The Building Contractor will endeavour to adhere to the timelines. All changes and amendments must be confirmed in writing from the Principal's Representative prior to the commencement of any additional works. All Milestones are inclusive of RGRC reviews, public holidays and shutdowns.

The following timeframes are indicative only and are subject to the Principal's approval of the detailed program provided by the Building Contractor.

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PROJECT PHASE SCHEDULE	FROM AWARD OF CONTRACT:
Award of this Design Contract	Week 0
Contract, Scope and Program Verification - including Risk/Procurement	Week 01
Comprehensive Construction Report - 1	Week 03
Comprehensive Construction Report - 2	Week 06
Comprehensive Construction Report - 3	Week 09
Construction (90%) - Final Construction Report	Week 12
Final – (100%) Commissioning, Building Handover, Complete	Week 12
Total	12 Weeks

REFERENCES

7 REFERENCES

It will be the responsibility of the Building Contractor to be aware of the requirements and relevance of the following documents to the project and to incorporate the requirements into all construction development.

The Building Contractor must advise the Principal's Representative as soon as practicable if any of the design document information provided contains errors, omissions, or ambiguities relative to the requirements of the Contract deliverables.

The following relevant information must be referred to and its parameters incorporated into all deliverables under this Contract:

- a) Australian Standards
- b) National Construction Code
- c) Remote Area Construction.
- d) DIPL Minimum Design Standards and Technical Specifications.

Item	Reference / Note	Addressed Y/N
ARCHITECTURAL		
Vapour Barrier	Vapour barriers typical details https://dipl.nt.gov.au/infrastructure/specification-services/technical-specifications/buildings	
	Vapour Barriers Specification https://dipl.nt.gov.au/_data/assets/pdf_file/0018/241065/vapour-barriers-excerpt-from-natspec-12-insulation.pdf	
STRUCTURAL		
Minimum Design Standards	Refer MINIMUM DESIGN STANDARD - STRUCTURAL (v1.3)	
ELECTRICAL		
Min. Design Standards	https://dipl.nt.gov.au/_data/assets/pdf_file/0012/240231/electrical-services-design.pdf	
HYDRAULIC		
Min. Design Standards	https://dipl.nt.gov.au/_data/assets/pdf_file/0013/240232/Hydraulic-Services-Design.pdf	
CIVIL & STORMWATER		
NTG Standard Drawings	https://dipl.nt.gov.au/infrastructure/specification-services/standard-drawings	
Site Items	Co-ordinate external work levels to allow general site drainage . Ponding in any location is unacceptable.	

REFERENCES

7.1 ATTACHMENTS

The following documents form part of the Contract:

ATTACHMENT	TITLE
Attachment A	Design Drawings
Attachment B	PWC Lot Connection Drawing
Attachment C	Site Ariel Drawing
Attachment D	Site Photographs