



**WENTWORTH SHIRE COUNCIL**  
**PANEL CONTRACT**  
**SUPPLY OF ROAD CONSTRUCTION MATERIALS**

**PC2324/03**

**PREPARED BY** | Wentworth Shire Council

**ADDRESS** | 26-28 Adelaide St, Wentworth NSW, 2648

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**CLOSING DATE** | 3pm Monday 30 October 2023

**REFERENCE** | PC2324/03

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## **1. About Council**

Located in the far south-west of New South Wales, bordering Victoria and South Australia, the Wentworth Shire is located at the cross-roads of three major national highways, linking the capital cities of Sydney (1,075km to the east), Adelaide (420km to the south-west, Melbourne (585km to the south), Brisbane and Perth.

The Wentworth Shire covers an area of 26,000 square kilometres within the southern boundary (along the Murray River having the greatest population density in the Townships of Wentworth, Dareton, Buronga and Gol Gol. The smaller remote town of Pooncarie is located approximately 120km north of Wentworth on the Darling River.

Wentworth Shire Council manages one of the largest road networks in New South Wales, responsible for maintaining 2,139 kilometres of roads, with over 519 km of these sealed.

## **2. Purpose**

Wentworth Shire Council is seeking Tender responses from suitably qualified businesses for the supply of road construction materials across operational areas of Council to facilitate delivery of capital works programs and operation service delivery at various locations within the Municipality.

A panel of suppliers will be established to meet Council's requirements for this service. Utilising a panel arrangement is designed to ensure we have access to a range of suppliers to best meet our specified requirements and to enable a speedier access to services to meet Council requirements on an as needed basis.

This panel may not negate the further requirement for competitive tenders or quotation processes in compliance with relevant legislation. The Panel will also not preclude Council from using the services of suppliers not listed on the Panel.

Council does not guarantee that any organisation listed on the panel will be utilised nor any guarantee of committed minimum spend with any supplier.

### 3. Scope of Services

The scope for this contract is shire wide.

The scope of services for this Contract is to provide the following for: Supply of road construction materials for Wentworth Shire Council inclusive of:

- Class 1 / DGB HD 20mm Crushed Road Base (WET MIX)
- Class 2 Crushed Road Base
- Class 2 Crushed Road Base (WET MIX)
- Class 3 / DGS 20mm Crushed Road Base
- Class 3 / DGS 20mm Crushed Road Base (WET MIX)
- Class 4 Crushed Road Base
- Class 4 Crushed Road Base (WET MIX)
- Dirty Metal Road Base
- Dirty Metal Road Base (WET MIX)
- Raw Feed < 450mm
- 40mm Drainage Rubble
- Bluestone Crusher Dust
- Limestone Crusher Dust
- Washed River sand
- Red Loam
- Slab Loam
- Crushed Recycled Concrete
- Crushed Bitumen / Asphalt Profilings
- Cement Stabilised Sand
- Concrete 25MPa
- Concrete 32 MPa
- Asphalt 10 mm
- Asphalt 14 mm
- 7mm Blue Stone Pre Coat Aggregate

Delivery rate is to be inclusive of travel to and from the work site, accommodation, meals and all overheads, if applicable.

The Contractor must be able to provide services as required by Council within 24hrs of notification for the duration of the contract.

The Contractor will be required to comply with Council policies and accredited Work, Health and Safety Legislative Requirements.

All successful tenderers will be required to present a daily pre-start checklist for each vehicle or item of plant upon request.

Once service commences on each occasion, it is a requirement that provision of service continues until works are completed. Approval for a break from the work site to undertake works or hire to other parties must be obtained from a Wentworth Shire Council representative.

Works can only be conducted during the following hours unless agreed to by a Wentworth Shire Council representative:

Monday to Friday 6:00am to 6:00pm

The Contractor will supply Council with a copy of a site specific, Safe Operating Procedure (SOP) and a Safe Work Method Statement (SWMS) if required. This report will identify risks to operators, WSC staff and outline risk management practices undertaken to eliminate and minimise risk.

Council reserves the right to make the determination of whether the contractor's equipment is fit for purpose.

Tenderers may quote for some or all of the above listed services, please note any services provided outside of this list will not be accepted.

#### **4. Contract Term**

The term of the contract will be for a 3 year period. Commencement date of the contract and the time from when services will be delivered is 1 February 2024. Pricing schedule for year 1 is to be included as part of this tender.

Prior to commencement of year 2 & year 3 providers/suppliers will be contacted by Wentworth Shire Council requesting provision of updated yearly contract rates.

Providers/suppliers will be given the option to opt out of the contract prior to each resubmission period. This is to be provided in writing to Wentworth Shire Council prior to the resubmission period ending.

#### **5. Location of Services**

The services tendered through this contract may be required to be performed at any location within the municipality of Wentworth Shire Council. Please see map of Shire on page 9 and the zones that the Panel Contract are divided into.

#### **6. Council Contact**

Enquiries regarding this tender may be directed to:

Mr Jarrod Roberts

Manager Works, Wentworth Shire Council

[council@wentworth.nsw.gov.au](mailto:council@wentworth.nsw.gov.au)

(03) 5027 5027

## 7. Tender Lodgement Requirements

Legible tenders must be submitted and received before the closing time 3:00pm Monday 30 October 2023 either by:

- E-mail: [tenders@wentworth.nsw.gov.au](mailto:tenders@wentworth.nsw.gov.au)
- In person: The Tender Box at Wentworth Shire Council, 26 – 28 Adelaide Street, Wentworth NSW 2648.
- Mail: The Tender Box Wentworth Shire Council PO Box 81, Wentworth NSW 2648.

Email submissions shall be no greater than 10 Mb in size. The email subject heading to be the panel contract number and name.

Tenders received after the date and time nominated for the receipt of Tenders may be considered informal and liable to rejection. The acceptance or rejection of such Tenders shall be solely at the discretion of the General Manager. Late tenders will not be accepted.

## 8. Evaluation Criteria

The following criteria will be used for evaluating Tender responses:

- Demonstrated performance or experience in similar contracts (25%).
- Location of primary stack site for each of the submitted materials (25%).
- Price (40%).
- Proper completion of Tender Form and provision of adequate information called for in this document (10%).

## 9. Tender Response

Tender responses should include the following statements by the Tenderer directly addressing the evaluation criteria:

- Demonstrated performance or experience in similar contracts - provide details of similar service contracts.
- Location of primary stack site for each of the submitted materials - provide details of locations of loading points for each of the nominated materials for the ex bin pricing.
- Confirm if your business is registered for GST. For more information on this please go to [www.ato.gov.au/Business/GST/Registering-for-GST/](http://www.ato.gov.au/Business/GST/Registering-for-GST/)

## 10. Evaluation Process

All tenders will be assessed in accordance with Council's mandatory tender requirements and then ranked according to perceived quality differences between the tender proposals.

## **11. Code of Tendering**

All tenders must comply with the NSW Government Code of Practice for the Construction Industry. Tenderers should also be aware that the National Code of Practice for the Construction Industry and the implementation guidelines will apply to works completed under this contract.

Submissions of tender will be regarded as evidence of the tenderer's agreement to comply with the Codes for the duration of the contract.

If any tenderer fails to comply with the Code, that failure may be taken into account by the General Manager when considering this or any subsequent tender by the tenderer being passed over; without limiting the above obligations:

- Tenderers shall not submit tenders without a firm intention to proceed.
- Tenderers must not engage in any form of collusive practice.
- Any Tenderer who directly or indirectly canvasses support from an elected member or servant of the Council will be disqualified.
- It should be noted that in all contract documentations words importing a gender include every gender.

## **12. Conflict of Interest**

Contractors are required to declare any conflict of interest and the information provided by contractors within the tender will be taken into account in evaluating the said tender.

## **13. Canvassing**

The tenderer, its employees and/or consultants must not approach, or request any other person to approach, any Councillor, member of Council Staff or consultant engaged by Council:

- To solicit support for its tender; or
- Otherwise seek to influence the outcome of this tender process.

The tenderer will direct all communications during the tender process to Councils nominated representative.

## **14. Document Ownership**

Any documents submitted, as part of the contractor's tender will remain the property of Council.

## **15. Insurance**

The following clauses shall be read in conjunction with the General Conditions for Contracts document.

- **Public and Products Liability Insurance**

The contractor shall take out a Public Liability Indemnity of not less than \$20,000,000 covering liability for damage to the property of third parties. The policy must indemnify the principal by a clause in or an endorsement of the policy or a letter from the insurer.

- **Works Compensation Insurance**

The contractor shall insure against liability for death of or injury to persons employed by the contractor including liability by statute and at common law. The contractor shall ensure that every subcontractor is similarly insured.

- **Motor Vehicles, Plant and Equipment Insurance**

The contractor must ensure that every motor vehicle used in connection with the contract is insured under a policy with an indemnity of not less than \$20,000,000 covering liability for damage to the property or third parties. The policy must indemnify the principal by a clause in or an endorsement of the policy or a letter from the insurer.

- **Inspection of Insurance Policies**

Before commencing work under the contract, the contractor shall produce evidence of the existence of each insurance policy. Evidence is to be supplied in the following way:

- An original or certified copy of the full insurance policy (Certificate of Currency); and
- Certification from the Insurer to show that each policy is current.

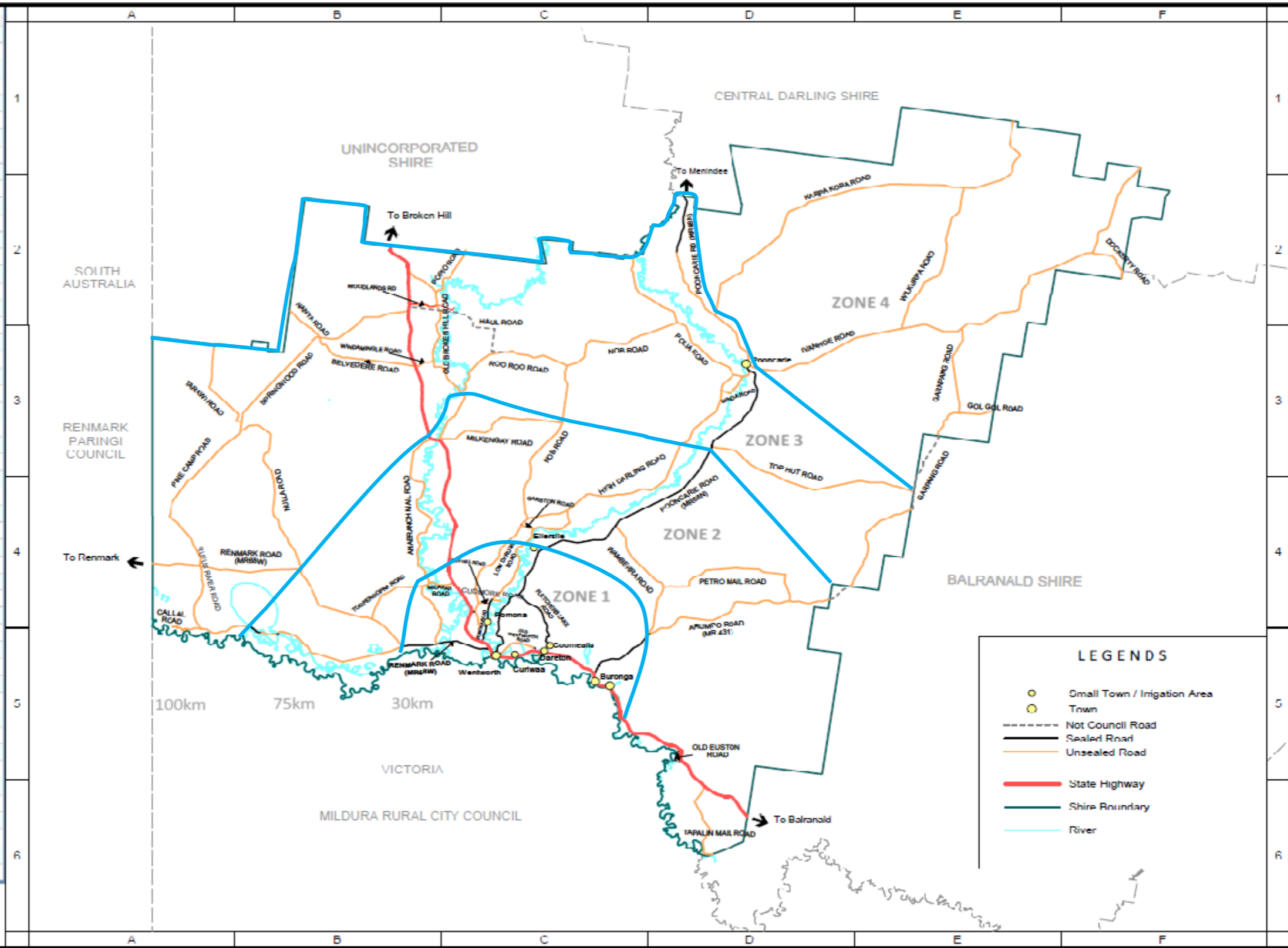
Council reserves the right to forward insurance policies to an Insurance Broker for scrutiny and approval. If implemented by Council the process will take approximately one week and the contract will not be finalised until the Insurance Broker certifies that the insurance coverage is satisfactory.

## **16. Conduct**

All contractors shall conduct themselves in a professional manner. Contractors found to be denigrating the Wentworth Shire Council or behaving in a manner that may cause disrepute to the Wentworth Shire Council will be dismissed.



Road Name	Sealed (km)	Unsealed (km)	Grid Ref
Anabranch Mail Road	-	68.89	B3, B4
Arumpu Road	17.02	78.92	C3,D3,B4
Belvedere Road	-	25.40	B3
Cal Lal Road	-	7.34	A5
Cudmore Road	0.03	1.25	C4
Dockerty Road	-	9.92	F2
Fletchers Lake Road	15.03	-	C5
Gampang Road	-	33.09	C3,C4
Garston Road	-	3.18	C4
Gol Gol Road	-	8.67	E3
Haul Road	-	-	B2,C3
I High Darling Road	-	107.37	C4,D3,D4
Ivanhoe Road	-	125.17	D3, E2,E3,F2
Karpa Kara Road	-	107.55	D2,E1,E2
Low Darling Road	3.78	40.97	C4,C5
Milkangay Road	-	33.13	C3
Milpara Road	-	6.20	B4
Minda Road	-	8.12	D3
Narya Road	-	10.72	B3
Neb Road	-	78.61	C3,C4,D3
Nulla Road	-	49.55	B3,B4
Old Broken Hill Road	-	56.48	B2,B3
Old Broken Hill Road	-	1.23	C5
Old Euston Road	3.90	-	D6
Old Wentworth Road	0.95	8.37	C5
Petro Mail Road	-	39.94	D4
Pine Camp Road	-	46.12	A1
Pella Road	-	35.65	C2,D2,D3
Pomona Road	7.19	-	C5
Pooncane Road	133.92	34.26	C4,C5,D2,D3,D4
Pupio Road	-	14.42	D2,C2
Red Hill Road	-	3.76	C5
Renmark Road	23.49	70.64	A4,D4
Roo Roo Road	-	35.64	C3
Rufus River Road	4.29	68.72	A5,B5
Springwood Road	-	56.84	A3,B3
Tapalin Mail Road	-	21.05	D6
Tarawi Road	-	13.39	A3
Toupercoopna Road	-	17.70	B4,B5
Top Hut Road	-	33.86	D4,E4
Wamberra Road	-	34.62	C4,D4
Wilkurra Road	-	43.39	E2,E3
Windemingle Road	-	6.30	B3
Woodlands Road	-	7.880	B2
<b>TOTAL</b>	<b>219.58</b>	<b>1450.08</b>	
<b>STATE HIGHWAYS</b>			
Sturt Highway (B114)	90.92	-	C5,D5,D6
Silver City Highway (5122)	155.60	-	B2, B3, B4, C4, C5
<b>TOTAL</b>	<b>246.52</b>	<b>0.00</b>	



Disclaimer: The information provided is accurate at the time of production.



Rural Roads

DATE : JULY 2014

NOT IN SCALE

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 Based on CDA 94. Projection MGA 94 Zone 54.  
 Based on Cadastral data provided with the permission  
 of Land and Property Management Authority

Note:  
 This data is limited by the accuracy of  
 the original plan and the quality of the  
 digitization process.