



## PART C – CONDITIONS OF CONTRACT

<b>RFT NUMBER</b>	<b>RFT2025-004</b>
<b>RFT TITLE</b>	<b>Adelaide River War Cemetery Lighting and Power Upgrade</b>
<b>CLOSE DATE</b>	<b>2.00 PM AUSTRALIAN CENTRAL STANDARD TIME MONDAY 28 APRIL 2025</b> <b>(LATE QUOTES MAY NOT BE ACCEPTED)</b>

Complete the Quote Response Schedules provided separately.

This will become your Quote.

[mail@coomalie.nt.gov.au](mailto:mail@coomalie.nt.gov.au)

Completed submissions must be lodged in the Electronic Quote Box at [www.coomalie.nt.gov.au/council-tenders](http://www.coomalie.nt.gov.au/council-tenders) by the time and date nominated using the attached word version of the Response Schedule. Respondents will receive a Successful Submission Receipt timed and dated upon completion. Should assistance be required contact [mail@coomalie.nt.gov.au](mailto:mail@coomalie.nt.gov.au) or Community Services Manager on Ph: (08) 8976 0058 or Project Manager Travis Jolly at [Travis@northernprojects.net.au](mailto:Travis@northernprojects.net.au) / Ph: 0434 580 055.

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## 1. CONDITIONS OF CONTRACT

The Conditions of Contract applicable to this RFT are the **Northern Territory Government Conditions of Contract – Minor Works and Services (MWS) 5.4 (1 November 2019)**

[https://nt.gov.au/\\_data/assets/pdf\\_file/0008/746117/v5.4-conditions-of-contract-minor-worksand-services.pdf](https://nt.gov.au/_data/assets/pdf_file/0008/746117/v5.4-conditions-of-contract-minor-worksand-services.pdf)

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

### ANNEXURE PART A

Item		
1	<b>Basis of Payment (Clause 3.1 – Conditions of Contract)</b>	<b>Schedule Of Rates</b>
2	<b>The law applicable is that of the State or Territory of: (Clause 3.2 – Conditions of Contract)</b>	<b>Northern Territory</b>
3	<b>The Principal: (Clause 6 – Conditions of Contract)</b>	<b>Sharon Hillen Chief Executive Officer Coomalie Community Government Council</b>
4	<b>The address of the Principal: (Clause 13 – Conditions of Contract)</b>	<b><a href="#">22 Cameron Road, Batchelor Northern Territory 0845</a> .</b>
5	<b>The Superintendent: (Clause 7 – Conditions of Contract)</b>	<b>Travis Jolly Director Northern Projects Pty Ltd</b>
6	<b>The address of the Superintendent: (Clause 7 – Conditions of Contract)</b>	<b><a href="#">22 Cameron Road, Batchelor Northern Territory 0845</a> .</b>
7	<b>Project Control Plan (Clause 19 – Conditions of Contract)</b>	<b>Required</b>
8	<b>Time for Commencement (Clause 22 – Conditions of Contract)</b>	<b>14 days from Execution of formal Agreement</b>
9	<b>Time for Completion (Clause 23 – Conditions of Contract)</b>	<b>12 weeks</b>

10	Limitation of Liability (Clause 20.2 – Conditions of Contract)	Not Applicable
11	Public Liability Insurance (Clause 21.1 – Conditions of Contract)	\$20,000,000.00
12	Defects Liability Period (Clause 43 – Conditions of Contract)	104 Weeks
13	Liquidated Damaged (Clause 48 – Conditions of Contract)	Not Applicable
14	Retention Monies	Where the contract sum equals or exceeds \$1,000,000.00: Security equivalent to 5% of the Contract sum, or Where the contract sum is less than \$1,000,000.00: Nil security

## DELETIONS

The following Clauses are deleted from this contract:

Clause 18, 19, 20 and 26.3.

## AMENDMENTS

**Clause 1** Principal means Coomalie Council

**Clause 47 Sub-Contracting** is amended to insert the following after the last paragraph:

### **“47.1 Sub-Contractor Protections**

Where the total value of the head Contract is \$500 000 or greater and the total value of an individual sub-contract is \$50 000 or greater, the following shall apply also:

- (a) Upon submission by the Contractor of a progress claim to the Principal, which includes works carried out by a sub-contractor in performance of the head Contract, the Contractor shall provide to the Principal a declaration from the sub-contractor:
  - (i) Confirming payment of the sub-contractor’s previous tax invoice with supporting evidence; or
  - (ii) Detailing the status of the dispute relating to the sub-contractor’s previous tax invoice if it is unpaid.

**1)** The declaration shall cover the period up to the date of the Contractor’s progress claim referred to in sub-clause (a).

**2)** Failure to submit a declaration, the submission of a false declaration, or the submission of a declaration under sub-clause (a)(ii) by the Contractor may result in:

**1.1** the preparation of the Contractor's Performance Report identifying failures; and/or

**1.2** the retention of any unpaid monies under (a)(ii) by the Principal out of the progress payment due to the Contractor; and

**1.2.1** where it is the subject of a dispute under the Construction Contracts (Security of Payments) Act 2004 (NT), the Principal may pay the amount to the sub-contractor in accordance with the terms of the resolution of that claim once fully resolved and the amount shall be a debt due from the Contractor to the Principal.

**1.2.2** where it is the subject of a dispute otherwise than under the Construction Contracts (Security of Payments) Act 2004 (NT), if any sub-contractor obtains a court order in respect of moneys referred to in this sub-clause (a)(ii) and produces to the Principal the court order and a statutory declaration that it remains unpaid, the Principal may pay the amount of the order, and costs included in the order, to the sub-contractor and the amount shall be a debt due from the Contractor to the Principal.

## **SPECIAL CONDITIONS OF CONTRACT**

The following Special Conditions are in addition to the Conditions of Contract applicable to this Request for Quote. Words and phrases used in these Special Conditions that are defined in the Conditions of Contract have the meanings given to them in the relevant conditions. In the event of any inconsistency between these Special Conditions and the Standard Conditions, these Special Conditions will take precedence.

## **ADDITIONS**

### **Clause 54 Site of Works**

Site of work is **Adelaide River War Memorial Cemetery** - Attachment 2 – IFC Drawings

Clause 55 Description of the Work A general outline of the works to be carried out

### **Miscellaneous Provisions comprising**

- Preparation and implementation of Environmental Management Plan
- Mobilisation and Demobilisation of plants, ongoing cost, Control Station Survey and Level Checking.

### **Provision for traffic including**

- Preparation and implementation of Traffic Management Plan.

- Works will be managed under traffic management to ensure the safe passage of vehicles passing the works. Detours are not to be constructed.

**Note:** construction activities including excavation, earthworks, sub-grade, pavement and seal will be confined to one side, always leaving the other side open to traffic management.

Clearing, grubbing and rehabilitation - It includes removing vegetation stripping and stockpiling, topsoil resspreading, drainage structures, old road surfaces and other obstacles. - Scarifying of existing road surface - Removal and disposal of material from site.

**1. Power Supply and Approvals:**

- Contractor is responsible for obtaining all necessary approvals, including **Power and Water approvals**.
- Power will be fed from two separate locations within the council road reserve.

**2. Work Health and Safety Performance:**

- Ensure compliance with all relevant Work Health and Safety regulations.

**3. Administration and Document Management:**

- Maintain accurate and up-to-date project documentation.

**4. Quality and Data Management:**

- Implement quality control measures and manage project data effectively.

**5. Operational Performance:**

- Ensure efficient and effective project operations.

**6. Worksite and Traffic Management:**

- Implement appropriate worksite and traffic management plans.

**7. Environmental Performance:**

- Ensure compliance with environmental regulations and minimise environmental impact.

**8. Communication with the Coomalie Community Government Council:**

- Maintain clear and consistent communication with the Coomalie Community Government Council.

**9. Authority Management (Service Utilities):**

- Coordinate with Power and Water for necessary approvals and connections.

**10. Community Engagement:**

- Engage with the community to minimise disruption and address concerns.

### **11. Trenching and Excavation:**

- All trenches must comply with the Power Installation Guidelines.
- Trenches are to be hydro excavated using a light vehicle to avoid damaging the turf.
- Multiple hoses may be required to be run across the lawned area to facilitate hydro excavation.
- Trenches for electrical cables should be dug to a minimum depth of 600mm to comply with safety standards.

### **12. Electrical Installation:**

- Installation of electrical GPOs, power boxes, RCDs, and lighting as specified.
- LED Bollard lights with a minimum 50,000 hours lifespan, IP66 rating, and dimmable features.
- Weatherproof General-Purpose Outlets (GPOs) in public parks to support events and public use.

### **13. Technical Specifications:**

- **IP Rating:** Outdoor outlets and power boxes should be IP67 rated.
- **Cable Size:** Minimum of 2.5mm cable, adjusted based on load requirements and distance.
- **Weatherproof Enclosures:** Power boxes must have weatherproof enclosures.
- **Ground-Fault Circuit Interrupters (GFCI):** All outdoor power boxes must be equipped with GFCI protection.
- All electrical cables must be marked on a map post-installation for inclusion in the Coomalie Council's asset register.

### **14. Backfilling and Restoration:**

- Trenches must be backfilled with appropriate material.
- The top 100mm of fill should be sandy loam to promote lawn regrowth.
- Areas where trenches cross a road must be backfilled and compacted with FCR and compacted to 95mm density.

### **15. Approval and Documentation:**

- All trenches must be approved by Project Manager Travis Jolly prior to commencement.
- Detailed mapping of electrical cable locations must be provided to the Coomalie Council.

### **Additional Recommendations**

- **Ensure all work complies with relevant safety and environmental regulations.**

- **Coordinate with local authorities to minimise disruption to the cemetery and surrounding areas.**
- **Schedule work to avoid peak visitation times to the cemetery.**
- **Ensure that works do not interfere with Anzac Day, Remembrance Day, or Bombing of Darwin commemorations.**

#### **Clause 56 Light and Power**

Where a suitable electric light and power supply is available the Contractor shall be permitted to use this supply subject to any restrictions imposed by the officer-in-charge or occupier of the site. Where the work is carried out in an occupied residence, the Contractor shall reach agreement, in relation to reimbursement of costs and conditions under which the power may be used, with the tenant of the residence prior to connecting any electrical appliance to the residence's power supply. The Contractor shall promptly pay the tenant all costs agreed relating to the consumption of electric power by the Contractor and sub-contractors.

Where no suitable supply is available the Contractor shall arrange for the supply of all electric light and power required and pay all charges and costs incurred.

#### **Clause 57 Water**

Where a suitable water supply is available the Contractor shall be permitted to use this supply subject to any restrictions imposed by the officer-in-charge or occupier of the site.

Where no suitable supply is available the Contractor shall arrange for the provision of water required and pay all charges and costs incurred.

#### **Clause 58 Sanitary Accommodation**

Where no suitable supply is available the Contractor shall arrange for the provision of sanitary accommodation and pay all charges and costs incurred

#### **Clause 59 Dial Before You Dig**

Dial Before You Dig (DBYD) is a community service that provides information on underground pipes and cables from all underground service providers in the area. There is no cost to the user for this service; however, some asset owners reserve the right to make a modest charge for some plans.

Contact DBYD at least 2 working days before you plan to excavate and obtain the plans of the underground services before commencing excavation.

Provide a written notice to the Superintendent stating that the plans have been received and include the DBYD sequence number.

#### **DBYD can be contacted at the following numbers:**

Telephone: 1100 8am to 5pm weekdays, excluding public holidays

#### **Clause 60 Protection of Telecommunication Underground Cables**

In addition to the requirements of the clause titled “Dial Before You Dig”, and prior to commencing any excavation, boring of holes, blasting, rock breaking, soil compaction or similar activity in the vicinity of telecommunication underground cables, whether fibre optic or copper, the Contractor shall obtain the location of the cables from the accredited plant locator, and pay all fees.

The Contractor shall follow all directions and instructions issued by the owner of such telecommunication underground cables in relation to work in the vicinity of such cables.

#### **Clause 61 Private water services**

The contractor shall protect the private water services located within the reserve. These services are shown on the survey plans and the civil drawings, but the contractor is required to locate and protect the services during the construction.

#### **Clause 62 Coordination of Work**

The Contractor shall confer with any sub-contractors and persons engaged on separate orders in connection with the Works and with the Superintendent for the purpose of co-ordination and execution for the various phases of the Works. The Contractor shall be responsible for arranging that each shall attend upon and assist the other trades. The Contractor is to be aware that the site is an operating recreation reserve. The area is used regularly by the reserve operations staff and user groups and the general public.

#### **Clause 63 Existing Structure and Services**

Any connection, disconnection or interference with existing services and structures shall be carried out under the supervision of the Superintendent to whom reasonable notice shall be given by the Contractor of his intention.

#### **Clause 64 Salvaged Material**

Materials salvaged from the Works, other than that specified to remain the property of the Principal, shall become the property of the Contractor, either for re-use in the Works as may be specified, or, if not so re-used, for disposal by the Contractor clear of the site of the Works.

#### **Clause 65**

Access to Site The site is open from 6.30am to 6.30pm.

#### **Clause 66 Construction Program**

Provide a Construction Program in the form of a bar chart covering all stages or parts of the work under the Contract and showing the dates by which or the times within which the various stages or parts are to be executed and completed.



Submit a draft Construction Program in PART D – Response Schedule.

A template for a simple Construction Program, in Microsoft Excel format, for both civil and building works, is available

<https://dipl.nt.gov.au/infrastructure/technical-standards-guidelinesand-specifications/technical-specifications>

Update the Construction Program as required monthly and submit to the Superintendent.

## **Clause 67 Environmental Management**

### **67.1 General**

Environmental Management principles apply to all construction and demolition projects for building works and for civil works carried out by or on behalf of the Northern Territory Government (NTG).

### **67.2 Standards**

The Standard Specification for Environmental Management reference text is the document which prescribes the minimum standards for environmental management for NTG projects. This document is available from the web as a PDF document at:

[https://dipl.nt.gov.au/data/assets/pdf\\_file/0018/241713/ssem-v2.0-01-july-2019.pdf](https://dipl.nt.gov.au/data/assets/pdf_file/0018/241713/ssem-v2.0-01-july-2019.pdf)

If there is any inconsistency between the Standard Specification for Environmental Management reference text and any other document prescribing environmental management procedures applicable to the project; refer the inconsistency to the Superintendent immediately, and assume that the more stringent requirements apply until and unless advised differently by the Superintendent.

### **67.3 References**

Only the clauses which are appropriate for the works are applicable to the works being carried out under this contract. Variations to the specification, if any, appear in clause titled Environmental Management Specific Requirements below.

## **2. SPECIFICATIONS**

The Specifications applicable to this RFT include:

### **Authority Management (Service Utilities):**

- Coordinate with Power and Water for necessary approvals and connections.

### **Community Engagement:**

- Engage with the community to minimise disruption and address concerns.

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