

TENDER 20/2017

RECONSTRUCTION OF NETBALL COURTS

LOCATION: COLEAMBALLY SPORTSGROUND, KINGFISHER AVENUE COLEAMBALLY, NSW.



Closing Date & Time: 4.00pm Tuesday January 2, 2018.

Electronic Tender Box Submissions only



1. Introduction

Council is responsible for Coleambally Sportsground, Kingfisher Avenue, Coleambally including all the associated facilities on the site including Netball Courts.

Council is calling Tenders for the Design & Reconstruction of the two existing Netball Courts on this site.

2. Enquiries

All enquiries regarding this project are to be directed to the Project Manager Bernie Boland.

Email: bernieb@murrumbidgee.nsw.gov.au

Phone: 03 5886 1200 or

Mobile 0421 044 159.

3. Evaluation

Tenders will be assessed on both Price and Non Price Criteria.

The ratio of Price to Non Price is 50%/50%

3.1) Non Price Criteria for Assessment

Criteria	Percentage of Non Price Criteria (Max 50%)
Experience in delivering similar type project	
List of Referees/Contacts from previous projects	
Ability to complete project by March, 2018	

4. Overview of Requirements

4.1 Work is to be completed no later than March, 2018.

4.2 Tenderer to provide the following information.

- Experience in delivering similar type projects.
- List of Referees/Contacts from previous projects
- Ability to complete project by March, 2018.

4.3 Timeline

- The Tenderer is to provide a Timeline for the project taking into consideration that the project needs to be completed by March, 2018.

4.4 Scope of Works is to include but not be limited to the following:-

- 4.4.1 Demolition of Existing Courts
- 4.4.2 Design of new Concrete Courts with Acrylic Finish.
- 4.4.3 Preparation of Subbase Layer .
- 4.4.4 Construction of new Courts
- 4.4.5 Acrylic Surface with Linemarking
- 4.4.6 Installation of Netball Posts & Sleeves
- 4.4.7 Cleanup.

4.5 Defects Liability Period

- The whole of the work to be performed under this contract shall be covered by a Defects Liability Period of 12 months commencing from the completion date of the works.

4.6 Warranties

- All Warranties for products that have been used on this project are to be provided to Council at completion of Works.

5. Receipt of Tenders

5.1 All tenders need to be lodged prior to the closing time and date

5.2 Late tenders will not be accepted unless:-

- The tenderer can clearly document to the satisfaction of Council that an event of exceptional circumstances caused the tender to be lodged after the closing time and date.
- Council is satisfied that in accepting a late Tender it would not compromise the integrity of the tender process.

6. Disclosure of Tender Contents

6.1 Tenders will be treated as confidential by Council. Council will not disclose the information contained in the tender except:-

- As required by law (including, for the avoidance of doubt, as required under the Freedom of Information Act)
- For the purpose of investigations by the Australian Competition and Consumer Commission or other government authorities having relevant jurisdiction.

- To other government departments or organisations in connection with the subject matter of the tender.
- General information from tenderers required to be disclosed by Council policy.

7. Evaluation of Tenders

- 7.1 Tenders will be evaluated in accordance with the Evaluation Criteria in Clause 3. All Tenders will not be deemed to be unsuccessful until such time that the Tenderer is formally notified of that fact by Council.**

Council in its absolute discretion may:

- Reject any tender that does not include all the information requested or is not in the format specified.
- After concluding a preliminary evaluation, reject any tender, that in its opinion, is unacceptable.
- Disregard any content in a tender that is illegible and will be under no obligation whatsoever to seek clarification from the tenderer.
- Disqualify an incomplete tender or evaluate it solely on the information contained within it.
- Alter the structure and/or timing of the tender process.
- Vary or extend any time or date specified in this tender for all tenderers.



COLEAMBALLY SPORTSGROUND

SPECIFICATION FOR NETBALL COURTS REPLACEMENT

**This Specification is for the Demolition of Existing Courts,
Design & Reconstruction of new Courts**

Demolition of Existing Court

- The existing asphalt Layer on the courts & concrete surrounds are to be removed and disposed of in accordance with Council requirements.
- Existing Goal Posts & Sleeves are to be salvaged without damage & to be reused on the site.

Preparation of Sub Base Layer

- After removal of the asphalt & concrete the existing base material is to be assessed and, if deemed suitable, treated & compacted to the satisfaction of the Geotechnical Officer.

Design of Concrete Paved Netball Courts

The tenderer shall provide a design for the reconstruction of the 2 netball courts and runoff areas using a concrete pavement.

The design shall include sufficient detail in order to complete the reconstruction of the 2 Netball Courts and shall include but not be restricted to the following:-

- Geotechnical Engineer design which includes subbase, base and Concrete layers
- Dimensions/levels/grades of the courts shall comply with the Australian Netball Association Standards.
- The dimensions shall include runoff areas and levels/grades of the finished surfaces.
- The levels/grades of the courts shall ensure that there is minimal ponding on the courts and also, that the stormwater flow off from the courts is able to be drained away from the courts.
- Jointing/Sawcuts shall be positioned to minimise joints within the playing area.
- Positioning of reinforcement layer shall ensure sufficient cover over reinforcing to minimise oxidation.
- Concrete design is to specify Slab thickness, Mpa, details of reinforcing, type and location of joints/sawcuts and surface finish of concrete.

Installation of Netball Sleeves & Posts

- The tenderer shall allow in their tender for the installation of existing sleeves & posts. The existing posts & sleeves are fairly new so they will be able to be salvaged and reused. The placement of these posts is to comply with Australian Netball Association standards.

Acrylic Surface & Lines

- The tenderer shall allow in their tender for the Supply & Installation of the Flexipave System Surface & Linemarking in compliance with Australian Netball Association Standards.
- Colours are to be confirmed.

Defects Liability Period

- The whole of the work to be performed under this contract shall be covered by a Defects Liability Period of 12 months commencing from the completion date of the works.

Warranties

- All Warranties for products that have been used on this project are to be provided to Council at completion of Works.



TENDER

Request for
Tender No.
20/2017

TENDERER NAME

For all enquiries regarding this Request for Tender

Please contact: Bernie Boland

Telephone: 1300 676 243

E mail: bernieb@murrumbidgee.nsw.gov.au

Murrumbidgee Council (MC) invites you to submit a tender for the carrying out and completion of the Services or Works described below in accordance with this Request for Tender (RFT). If Murrumbidgee Council accepts your tender an Order will be issued to you.

Tenders must be lodged via Tenderlink Electronic Tender Box no later than: 4.00 pm on 2/01/2018

Murrumbidgee Council

35 Jerilderie Street

JERILDERIE

NSW 2716

DESCRIPTION OF THE SERVICES OR WORKS

Design & Reconstruct of Concrete Netball Courts at Coleambally Sportsground

Description or specification of the Services or Works may be continued on attachments to this Document.

TENDER (All prices to exclude GST)

I, the authorised representative of _____ (ABN _____)

Offer to carry out and complete the Services or Works as described in this RFT for
the rates of:

SEE SCHEDULE OF RATES FORM AT BACK OF DOCUMENTS

(Signature)

(Name in BLOCK letters)

(Date)

(Phone No.)

(Email No.)

(Mobile Phone No.)

CONTRACT TERMS

Tender No. 20/2017

1. DEFINITIONS

Contract means the Contract between Murrumbidgee Council (MC) and the Contractor for the performance of the Services or the carrying out and completion of the Works in accordance with these Terms.

Contract Price payable by MC for the Services or Works means:

- (a) Where there is a lump sum specified in the Tender, that sum;
 - (b) in all other cases, the amount calculated applying the rates set out in or referred to in the Tender to the work satisfactorily performed in accordance with the Terms;
- and (a) and (b) are subject to adjustment for any variations under clause 2.1.

Contractor means the person or company who has submitted the Tender and, upon acceptance by MC, is the person or company contractually bound to perform the Services or to carry out and complete the Works.

Date for completion means the date for completion of the Works set out in the Tender as may be extended under clause 2.2(bb), and **period of engagement** means the period for performance of the Services set out in the Tender as may be extended under clause 2.2(aa).

Tender means the tender submitted by the Contractor and set out on page 1 and 5 of this document.

Site means the land or building to be made available for the performance of the Services or the carrying out and completion of the Works.

Services or Works means the Services to be performed or the Works to be carried out and completed as described in the Tender including variations under clause 2.1.

Terms means these contract terms as may be modified or amended by any special terms set out in clause 7 and includes any documents referred to or otherwise incorporated by reference.

2. ENGAGEMENT OF CONTRACTOR

2.1 Scope of the Services or Works and Variations

The Contractor must perform the Services or carry out and complete the Works.

Where the parties agree the amount of any additional costs or savings or agree the method or rates for valuing such costs or savings, MC may vary the Services or Works by written direction to the Contractor.

In all other circumstances, where the Services or Works are:

- (a) Varied by way of addition, substitution or deletion;
- (b) Delayed as a direct result of a breach by MC,

The amount of any additional costs or savings caused by the variation or delay must be agreed by the parties or in the absence of an agreement, is the reasonable amount determined by MC.

2.2 Duration of Services Engagement or Date for Completion of the Works

The Contractor must, as is applicable:

- (a) perform the Services for the period of engagement; or
- (b) subject to the provision of access to the Site, carry out and complete the Works by the date for completion.

Where:

- (aa) the parties agree in writing, the period of engagement may be extended; and
- (bb) the Contractor is delayed in the carrying out of the Works by events or circumstances beyond the reasonable control of

the Contractor MC may grant a reasonable extension of time for completion.

2.3 Contractor is an Independent Contractor

MC engages the Contractor as an independent contractor. The Contractor is not an agent or employee of MC. MC and the Contractor are not partners or joint venturers.

2.4 Incorporation of the Terms

The acceptance by MC of the Contractor's Tender is subject to the acceptance by the Contractor of these Terms.

These Terms prevail over any further conditions set out or referred to by the Contractor in the Tender. Special terms set out or referred to in clause 7 will prevail over any inconsistent terms set out in clauses 1 to 6 inclusive.

3. EXECUTION OF THE WORKS

3.1 Access to the Site

MC must arrange access to or possession of the Site as is reasonably required for the timely performance of the Contract.

3.2 Standard of Workmanship and Materials

The Contractor must exercise all reasonable skill, care and diligence in the performance of the Services or the carrying out and completion of the Works. The Services or Works must be free from defects, meet their purpose and be complete.

The Contractor must ensure that all work is carried out in accordance with all applicable statutory and regulatory requirements and any safe-working practices notified in writing by MC.

The Contractor must ensure that all materials supplied by the Contractor comply with any description or specification of the material in the Contract. If a sample of the material is included in or has been supplied under the Contract, the Contractor must ensure that materials used or supplied correspond with the sample and meet any higher requirements, standards or specification in the Contract. Unless otherwise stated in the Contract, the materials used or supplied must be new. Where the particular purpose or functionality of the materials is expressly set out in the Contract, the Contractor must ensure the materials are reasonably fit for that purpose or function.

3.3 MC Representative and Directions

The Contractor must perform the Services or Work in accordance with any directions or instructions issued by or on behalf of MC.

3.4 Keep Site Clean and Tidy

The Contractor must keep the work in progress under the Contract as clean and tidy as practicable and, upon completion, must ensure that the Site is left clean and tidy and free of rubbish, surplus materials and any tools or plant owned or hired by the Contractor.

3.5 Completion, Acceptance and Sign-Off

The Contractor must notify MC in writing when the Services or Works have been completed.

MC, after receipt of the notice from the Contractor must inspect the Services or Works and advise the Contractor in writing that the Services or Works have been inspected and accepted as complete. Should, for proper reason, MC consider that the Services or Works are not complete; MC must inform the Contractor in writing of the matters that are considered incomplete.

If the parties are unable to agree that the Services or Works are complete the dispute must be referred for resolution under clause 6.5.

CONTRACT TERMS

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Upon completion of the Services or Works the Contractor's claim can be lodged in accordance with Clause 5.

3.6 Warranty

Should MC discover any defect in the Services or Works within 12 months of completion of the Services or Works, MC may elect any or each of the following remedies:

- (a) repair, either as installed or collected by the Contractor and repaired off site;
- (b) replacement of the defective Services or Works;
- (c) refund of the Contract Price or pro rata for the defective Services or Works; or
- (d) recovery of damages by action at law.

Upon notification by MC under this clause of a defect in the Services or Works, the Contractor must promptly repair, replace or pay a refund for the defective Services or Works as may be required by MC.

The Contractor is not liable to rectify defects caused by fair wear and tear, the actions of MC or of any other third party or intervening force or not otherwise attributable to the Services or Works performed by the Contractor.

4. LIABILITY, INDEMNITIES AND INSURANCE

4.1 Contractor's General Indemnity

The Contractor indemnifies MC against any third party liability or third party claim for loss or damage caused by any negligence (act or omission) of the Contractor, the Contractor's employees or agents, any violation of the rights of third parties in respect of patents, designs, copyright or other intellectual property included in any drawings, specifications, documents and reports supplied by the Contractor to MC. The Contractor's liability to indemnify MC under this clause is reduced proportionately to the extent that the liability, damage, injury, loss or expense referred to is caused by any negligence (act or omission) of MC, or of MC's employees or agents.

4.2 Contractor's Insurance

The Contractor must indemnify MC and take out and maintain worker's compensation insurance as required by law.

The Contractor must insure the Works in the Contractor's name and for the benefit of MC against loss or damage caused by fire, explosion, earthquake, lightning, storm and tempest for the reinstatement value of the Works including all unfixed materials stored upon Council land, professional consultant's fees and demolition costs. The Contractor must keep the Works so insured until the Works are completed and handed over to MC.

The Contractor must take out and maintain with a reputable insurer a public liability policy for a sum of not less than \$10 million in respect of any one occurrence.

The Contractor must upon request by MC provide satisfactory evidence of compliance with this clause.

5. PAYMENT FOR THE SERVICES OR WORKS

5.1 Promise to Pay the Contract Price

MC must pay the Contractor the Contract Price for the Services satisfactorily performed and the Works completed in accordance with the Terms & Conditions.

5.2 Invoicing

The Contractor must ensure that invoices submitted are accompanied by documentation substantiating the amount claimed. Invoices may not be submitted more frequently than once a month. Invoices must include a statement required by statute that all wages and entitlements of employees who have performed the Services or Works have been paid. All amounts for GST should be shown separately.

5.3 Terms of Payment

MC must pay the Contractor for the Services or Works no later than 30 days after satisfactory completion of the Services or Works and receipt of a correctly rendered invoice. Contractors who do not quote an ABN will be subject to a withholding tax on the invoice amount of 48.5%.

6. GENERAL PROVISIONS

6.1 Intellectual Property

MC retains all copyright in all drawings, specifications, documents and reports supplied to the Contractor by MC in connection with the design, installation, commissioning and operation of the Services or Works. MC licenses the Contractor to use all such drawings, specifications, documents and reports as may be necessary for the execution of the Services or Works.

The Contractor licenses MC and such other persons or bodies as may own or control the relevant land or completed Works or Services, under a paid up non-revocable licence, copyright and such other intellectual property rights as may be necessary for use of Contractor supplied drawings, specifications, documents and reports for the operation (including maintenance or repair by third parties) of the Services or Works.

6.2 Confidentiality

Each party must not use confidential information for any purpose other than the performance of that party's obligations under the Contract and must not disclose (and ensure that its employees, agents and subcontractors do not disclose) confidential information to any third party, except as may be compelled by law.

The provisions of this clause continue in force notwithstanding expiration or termination of the Contract for any reason.

6.3 Assignment and Subcontracting

The Contractor must not assign, mortgage, charge or encumber any right under the Contract without MC's prior written consent.

6.4 Remedies and Ending (Terminating) the Contract

Where the Contractor fails to promptly repair, replace or pay a refund for the defective Services or Works after notification by MC under clause 3.6 MC may perform or have performed the necessary work or services and recover the cost from the Contractor as a debt.

MC may terminate the Contract by notice effective immediately, if:

- (a) the Contractor becomes insolvent or bankrupt or under external administration;
- (b) the principal officer of the Contractor becomes of unsound mind or under the control or protection of any committee or officer under any law relating to mental health or capacity to care for him or herself;
- (c) the Contractor purports to assign or otherwise transfer the Contract without the prior consent of MC;
- (d) the Contractor or the principal officer of the Contractor is convicted of any criminal offence in connection with the Services or Works;
- (e) the Contractor fails to rectify a breach or repudiatory breach of the Contract within the time stated in a written notice requiring the Contractor to do so.

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6.5 Disputes

Should any dispute arise between the parties that dispute is referred by the parties to the Australian Commercial Disputes Centre ACN 003 042 840 (**ACDC**) for its assistance with a view to the appointment of a mediator to guide the parties to a resolution of the dispute.

If, notwithstanding the assistance of the ACDC, the parties are unable to resolve their dispute either party may commence proceedings at law.

6.6 Workplace Health & Safety

The contractor and its employees at all times shall fully comply with all applicable statutory requirements, MC requirements and ensure that all staff has been provided with any relevant induction and fully comply with any site specific WHS requirements.

The Contractor and any approved sub-contractors must, at all appropriate times, wear personal protective equipment and

clothing as necessary to carry out the works and services, provided at the cost of the Contractor. The Contractor must comply with the requirements of the MC WHS Contractors Induction Handbook.

6.7 Governing Law

The law of New South Wales governs this contract. The parties submit to the non-exclusive jurisdiction of the courts of New South Wales and the Federal Court of Australia.

6.8 GST

The Contractor shall provide all documentation that Council requires to enable it to claim back any GST.

6.8 Environmental Protection

The Contractor must Comply with all statutory requirements for protection of the environment, demonstrate to Council that requirements of this Contract and statutory requirements for the protection of the environment are being met.

7. SPECIAL TERMS

Special terms set out below prevail over any inconsistent standard terms set out above in clauses 1 to 6 inclusive:

7.1 Long Service Entitlements: If the Contract Price is \$25,000 or more, then before commencing work under the Contract, the Contractor must pay to the Building and Construction Industry Long Service Payments Corporation or the Corporation's agent the amount of the long service levy payable under the Building and Construction Industry Long Service Payments Act 1986. Documentary evidence of the levy payment must be provided to the Principal

7.2 Working Hours: Subject to the requirements of the Contract and any restrictions on working hours imposed by law, the Site will be available to the Contractor to carry out the Works between the hours of 7am and 5pm, Mondays to Fridays inclusive, on the Business Days defined in the General Conditions of Contract. Work outside these times may only be undertaken if approved in writing by the Principal and will be subject to any conditions the Principal may require

7.3 Existing Services: Locate all existing services affected by the work and, in doing so, comply with the WorkCover Work Near Underground Assets Guideline, available from the Publications/ Safety Guides section of the WorkCover website www.workcover.nsw.gov.au Before commencing construction work, establish the precise locations of all underground and other services at and around the Site and:

- obtain advice from Dial Before You Dig and the owners of the services;
- engage a services locator; and
- where any service is underground, in conjunction with the owner of the service, use pot-holing (or equivalent non- destructive techniques).
- Mark the locations of all services prominently on the Site, document them on a site plan and provide a copy of the site plan to each subcontractor before the subcontractor commences construction work.

SCHEDULE OF RATES

Tender No. 20/2017

The Schedule of Rates for the Services or Works is:

Item No	Description	Unit	Quantity	Rate	Amount (exc GST)
1	Preliminaries				
1.1	Site Survey & Design & Setout	Item	1		
1.2	Geotech Costs	Item	1		
2	Site Preparation & Earthworks				
2.1	Site Establishment, WH & S, Environmental Management	Item	1		
2.2	Remove existing Courts & Dispose in a Council approved manner	M2	1600		
2.3	Rework existing sub base material to Geotech design	M2	1600		
3	Pavement Construction				
3.1	Supply and Prepare Base as per Geotech design.	M2	1600		
3.2	Compact base material as per the Geotech design and to the approved design levels.	M2	1600		
3.3	Construct Concrete pavement (including supply & delivery of all materials, spread, compact and trim) in accordance with design	M2	1570		
4	Supply & Installation of Acrylic Surface				
4.1	Supply & Installation of the Flexipave system Surface & Linemarking in compliance with Australian Netball Association Standards. Colours are to be confirmed	M2	1570		
4.2	Install 2 sets of goalposts	set	2		
5	Site Cleanup	Item	1		
	Total Excluding GST				

The above rates are inclusive of all associated costs to perform the Services or Works. All rates must be applicable for any quantity of the respective item (including nil quantity) within the scope of the Services or Works.

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Signed: