



Coonamble Shire Council

**REQUEST FOR TENDER No TEN220629 –
INFORMATION FOR TENERERS AND
CONDITIONS OF TENDERING**

**Kerb and Gutter Replacement – Nash Street, Coonamble
between Pages Terrace and Wingadee Street**

Tenders to be submitted via e-Tendering- Close 10 am 6 July 2022

Version 1.1

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1 Schedule of Information

1.1 Summary

Council (the Principal) is seeking Tenders from appropriately qualified and experienced Contractors to construct the replacement of the existing kerb and gutter both sides of Nash Street, Coonamble, between Pages Terrace and Wingadee Street.

A more detailed brief of the extent of services required by Council is set out in Volume 1 - Specification which is included as part of the Request for Tender documentation.

1.2 RFT Documentation

| | |
|--------------------|--|
| Title | MR 383 Pilliga Road – Concrete Floodway Reconstruction |
| Reference Number | Tender TEN220630 |
| Contract Documents | <ul style="list-style-type: none">• Information for Tenderers and Conditions of Tendering• Volume 1 – Specification• Volume 2 – Conditions of Contract• Volume 3 - Response Schedules• Any published Addenda |

1.3 Procurement Timeline

| Activity | Date |
|---|--|
| Procurement Release Date: | Wednesday 15 June 2022 |
| Tender Briefing – Non-Mandatory | Wednesday 23 June 2022 via Microsoft Teams |
| Procurement Closing Date | 10 am Wednesday 6 July 2022 |
| Council Meeting & Decision | Wednesday 10 August 2022 |
| Issue Letter of Acceptance to successful Contractor | Monday 15 August 2022 |

1.4 Non Mandatory Tender Briefing

A Tender Briefing will be held as follows:

| Date | Time | Location |
|----------------------|----------|-------------------------|
| Tuesday 28 June 2022 | 11:00 am | Microsoft Teams Meeting |

Respondents are invited to attend a Tender Briefing. Confirmation of your attendance is requested to Council’s Project Management Consultant, Michael Brearley by email: mike@mbaconsult.com.au no later than 12:00 noon pm Monday, 27 June 2022. A Microsoft Teams Meeting link will be emailed to all attendees by 5 pm 27 June 2022.

1.5 Contact Details

All enquiries are to be directed to:

| Contact Details – General Enquiries | |
|-------------------------------------|--|
| Contact's Name: | Dirk Jol - Manager Roads |
| Contact's Email Address: | roadsmgr@coonambleshire.nsw.gov.au |
| Contact's Phone Number: | 02 6827 1924 |

1.6 Evaluation Criteria

The information required from the Respondent in this document will be used to evaluate Responses in accordance with pre-established evaluation criteria.

| Criteria | Description | Weighting |
|--|---|-----------|
| Experience and Capacity | <ul style="list-style-type: none">• Past Contracts and/or experience in similar work• Operational and Financial Capacity• Qualifications and skills of staff.• Referees. | 25% |
| Methodology | <ul style="list-style-type: none">• Contractor's methodology and approach in relation to project outcomes.• Relevance to Coonamble Shire | 25% |
| Management Systems | <ul style="list-style-type: none">• WHS record and safety plans.• Quality Management System• Environmental Management System | 10% |
| The price and financial benefit to Council | <ul style="list-style-type: none">• Lump Sum Cost | 40% |

2 Conditions of Tendering

1. Tenders are hereby invited and will be received by the General Manager up until 10 am on **Wednesday 6 July 2022**.
2. Tender documents are available to download from the Council's website www.coonambleshire.nsw.gov.au under the Tenders section.
3. The Tender must be lodged by the closing date and time and by the method/s outlined in the Tender documentation. This can either be electronically or physically.

Tender submissions are to be lodged electronically (preferred method of lodgement) through Council's nominated electronic tendering system website (e-Tendering): <https://tenders.nsw.gov.au/>

Alternatively, Tender submissions can be lodged via the physical "Tender Box" located at the Coonamble Shire Council, 80 Castlereagh Street, Coonamble, NSW 2829 and shall be clearly endorsed for the Tender Box, marked "Tender No. TEN220630 – Pilliga Road Floodway Reconstruction.

4. Council will consider the tenders in accordance with Division 4, Section 177 of the Local Government (General) Regulation 2005 which is as follows:

"(1) As soon as practicable after the tenders for a proposed contract have been opened, the council must assess the tenders.

(2) A council must not consider a tender that is not submitted to the council by the deadline for the closing of tenders. This subclause is subject to subclauses (4) and (5).

(3) A council must consider a tender transmitted to it by facsimile machine or electronic means, but only if:

- (a) in the case of transmission by electronic means, that means of transmission was specified in the relevant tender documents, and*
- (b) the transmission was received before the deadline for the closing of tenders, and*
- (c) the tender is complete.*

This subclause is subject to subclause (4).

(4) However, if a council has specified in the relevant tender documents issued by the council, a council has specified that a tender will not be considered unless formal tender documents are submitted to the council, then (despite subclause (3)), the council is not obliged to consider a tender transmitted to it in accordance with that subclause (being a tender that does not include formal tender documents) unless:

- (a) the tenderer is able to satisfy the council that formal tender documents and all other requisite essential information were posted or lodged at a Post Office or other recognised delivery agency before the deadline for the closing of tenders, and*
- (b) the council actually receives those documents within such period as it decides to be reasonable in the circumstances.*

(5) A council must also consider a tender received within such period after the deadline for the closing of tenders as it decides to be reasonable in the circumstances if the tenderer satisfies the council that the tender documents and all other requisite essential

information were posted or lodged at a Post Office or other recognised delivery agency in sufficient time to enable the documents to have been received by the council in the ordinary course of business before that deadline.”

NOTE: ALL OF THE REQUIREMENTS ABOVE MUST BE ADHERED TO OTHERWISE THE TENDER DOCUMENTS MAY NOT BE CONSIDERED.

5. In these Conditions of Tender and in the Tender Documents, all words and expressions shall have the meaning assigned to them in the Minor Works Contract Conditions (Principal Administered) (AS4906-2002) and the following words and expressions shall have the meanings ascribed to them here, unless the context indicates a contrary intention:
- ‘Principal’ means Coonamble Shire Council.
 - ‘Conditional Agreement’ means an agreement reached, subject to ratification by parties.
 - ‘Invitee’ means any person who receives an Invitation to Tender – MINOR WORKS from the Principal.
 - ‘Offer / Offeror’ means tender / tenderer.
 - ‘Tender’ means a Tender resulting from a Private or Public Invitation.
 - ‘Tenderer’ means any person who submits a Tender to the Principal pursuant to the invitation to Tender for the Supply of Minor Works.

References to Clause numbers are references to numbers clauses of these Conditions of Tendering.

Where a Tenderer consists of two or more persons these Conditions of Tendering shall bind them jointly and severally.

6. At the time specified for the close of tenders, the envelopes containing the tenders will be removed from Council’s tender box and shall be opened in the presence of at least two (2) Council Officers, and any members of the public as wish to attend the opening.

A member of the public who attends the opening of the tenders is entitled, on request, to be informed as to whether the Council has received a particular tender and the number of tenders received and is not entitled to receive any other information about the tenders.

As soon as practicable after the opening of tenders a list specifying all tenders accepted for consideration ranked alphabetically will be displayed at the Coonamble Shire Council Offices.

7. Tenderers are required to direct all communications through the contact person named in the tender documents, unless advised otherwise by the contact person. Unauthorised communication with other staff of Council may lead to disqualification of the tender.
8. Any firm or representative canvassing or approaching Councillors shall be disqualified.
9. Tenders must be submitted on the tender form supplied by Council. Tenders must be for the works as specified and no conditions may be inserted contrary to or differing from those in the Specification or General and Special Conditions of Contract. Any tender, which does not comply with these conditions is liable to rejection. However, proposals by a tenderer for alternative designs or procedures will be considered provided that the tenderer has submitted a tender for the work to be carried out strictly in accordance with the exhibited Drawings, Specifications, General and Special Conditions of Contract. The complete tender form is to be forwarded without the General and Special Conditions, Specifications and Drawings attached hereto.

10. Immediately after tenders have been opened and any notation made, tender documents will then become confidential items.
11. Tenderers are advised that Council or a Committee of Council shall not communicate with any outside person or authority except through the General Manager, or person authorised by the General Manager.
12. It is the responsibility of the Tenderer to familiarise himself/herself with the requirements of these Conditions of Tendering and Specification and to ensure that all of the requirements are met. Failure to do so may result in the tender being rejected as defined by the Local Government (General) Regulation 2005.
13. At any time before Council accepts any of the tenders that it has received for a proposed Contract, a person who has submitted a tender may, subject to subclause (b), vary the tender:
 - (a) by providing the Council with further information by way of explanation or clarification; or
 - (b) by correcting a mistake or anomaly.

Such a variation may be made either:

- (a) at the request of the Council; or
- (b) with the consent of the Council at the request of the Tenderer, but only if, in the circumstances, it appears to the Council reasonable to allow the Tenderer to provide the information or correct the mistake or anomaly.

If a tender is varied in accordance with this clause, the Council must provide all other Tenderers whose tenders have the same or similar characteristics as that tender with the opportunity of varying their tenders in a similar way.

The Council must not consider a variation of a tender made under this clause if the variation would substantially alter the original tender.

The Council must keep a record of:

- (a) the circumstances requiring the variation of a tender, and (b) the name of the staff member handling the matter.

14. The lowest or any tender not necessarily accepted.
15. A notice posted to the Tenderer's address given in the tender will be deemed to be good service of the notice and the time mentioned in these conditions for doing any act after notice shall be reckoned from the time of posting the notice.
16. The word "Tenderer" in these Conditions shall be deemed to include two (2) or more persons. Words in the singular shall include the plural and words in the plural shall include the singular, according to the requirements of the context. The word "Council" shall mean the Coonamble Shire Council.
17. In consideration of being permitted to tender, the Tenderer promises as a fundamental condition that:
 - (a) it has no knowledge of the tender price of any other Tenderer for the work under the Contract;
 - (b) except as disclosed in the tender, it has not entered into any Contract, arrangement or understanding to pay or allow any money directly or indirectly to a trade or

industry association (above the published standard fee) or to or on behalf of any other Tenderer in relation to the tender or any other Contract to be entered into consequent thereon, nor paid or allowed any money on that account;

- (c) it has not paid or allowed or entered into any Contract, arrangement or understanding to pay or allow any money directly or indirectly to or on behalf of any other Tenderer nor received any money or allowance from or on behalf of any other Tenderer in relation to this tender or any Contract to be entered into consequent thereon, nor will it pay or allow or receive any money as aforesaid;
- (d) in the event of the Tenderer receiving any money or allowance from or on behalf of another Tenderer in relation to this tender, such money or the value of any allowance shall be held in trust for and becomes immediately payable to the Principal; and
- (e) in the event of the Tenderer paying or allowing to on behalf of a trade or industry association or another Tenderer any money in breach of these conditions, the Principal shall be entitled to withhold from any payment due to the Tenderer on any account an equivalent sum as liquidated damages.

18. Each tenderer shall price the schedule of the various items of work and materials specified or shown on the Drawings or required to carry out all the works under a Lump Sum Contract.

Prices and fees listed in this tender must include all allowances for the cost of paying Goods and Services Tax.

If a tenderer does not provide an Australian Business Number (ABN) indicating that the tenderer will pay GST on any taxable supply made under the Contract, the tender price will be weighted by a 10% increase in the assessment of tender price relativity.

19. If a tenderer shall have complied with these conditions and is the successful tenderer, a letter notifying the acceptance of the tender subject to the conditions stated in such letter, will be addressed to that tenderer.

The exercise of any or all of the rights of the Council in the event of failure or neglect of a tenderer to comply with all or any of the conditions of tendering shall not affect the rights of the Council to institute proceedings at law or Equity for damages or specific performance against such tenderer, or to exclude such tenderer from competition for future works of the Council.

20. Any brochures and technical material should be submitted under separate cover and not included with the formal tender documents.
21. A tenderer may be required to present to the Council satisfactory evidence of having been engaged regularly in the class of work required in the Contract or being competent to carry out the work of the Contract in a workman like manner and to the satisfaction of the Council and to supply the necessary capital, material and machinery therefore.
22. If the tender specifies that gravel or other materials are to be obtained from Crown lands or other public or private property the Council shall obtain in advance all necessary authority from the body controlling such lands. Council shall be responsible for the payment of royalty charges. The tendered prices shall NOT include the provision for the payment of the royalty.
23. Tenderers must submit with the tender a statement of the nature and extent of any works under the Contract which are proposed to be sub-contracted, along with the name, address and full details of such sub-contractors.

24. Tenderers shall be deemed to have visited the site of the works and have satisfied themselves with respect to all local conditions and facilities as well as to the correctness and sufficiency of their price and that such price covers the cost of complying with all the obligations under the Contract and of all matters and things necessary for the due and proper performance and completion of the Contract.
25. The Tenderer shall bear all costs or expenses incurred by it in preparing and lodging a tender. In addition, no extra allowances, or additional or supplementary payments will be paid to the Tenderer as a result of neglect to have examined:
- (a) all parts of this tender document;
 - (b) all information made available and/or all information obtainable by the making of reasonable enquiries;
 - (c) the site and its surroundings including the location of all existing public utility services and the availability of services (where relevant to the project);

No claims that the Tenderer was disadvantaged by lack of information, or inability to resolve ambiguities, will be considered. Where Tenderers have made assumptions in preparing their Tender, these are to be clearly defined in the Tender

26. It is Council's practice to contract only with persons having appropriate financial assets and insurances. A Tenderer may also be required to provide evidence of its legal status.

If the Tenderer is a Trust or a Trustee of a Trust, then a full copy of the trust deed may be submitted with the tender.

Tenderers are to note that Contractors will only be engaged by Council for works and services if they are a duly incorporated Company and hold all insurances listed in Section 2.4 of this document. This restriction does not apply to the engaging of Contractors where they cannot become "deemed employees" under the Workers Compensation Act, 1987 and where Council would have no liability to pay workers compensation claims by the Contractor or its employees.

27. This Contract is a Quality Assured Contract.
28. Tenders will be evaluated in accordance with the Council's purchasing principle of Best Value for Money. Factors such as price, delivery, quality assurance, supplier competence and ability to undertake the work will all be considered during the evaluation of tenders. The Council may also conduct a financial investigation of the tenderers and seek references from previous clients of the tenderer during the evaluation of tenderers.