



## SHIRE OF COOROW REQUEST FOR TENDER

### 04/2021 – Maley Park Foundation & Building Repair

<b>Request for Tender (RFT)</b>	04/2021 – Maley Park Foundation & Building Repair
<b>Deadline</b>	4.00pm Thursday 9 <sup>th</sup> September 2021
<b>Address for Delivery</b>	SHIRE OF COOROW MAIN STREET PO BOX 42 COOROW WA 6515 <i>(ELECTRONIC MAIL AND FACSIMILE TENDERS WILL NOT BE ACCEPTED)</i>
<b>RFT Number</b>	04/2021

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# 1 PRINCIPAL'S REQUEST

## 1.1 CONTRACT REQUIREMENTS IN BRIEF

The Shire of Coorow invites tenders to provide the services to repair structural damage to the foundations and building of the male and female change rooms at Maley Park Sports Ground in Coorow.

On 27<sup>th</sup> July 2020 a structural report has been undertaken by Maroochi Engineering Group which highlighted significant damage to the foundation and ground slab.

It is expected that anyone submitting a tender will make arrangements for a site visit, at which time the full report from Maroochi Engineering Group will be made available for perusal to assist in making your submission.

## 1.2 TENDER DOCUMENTS

This Request for Tender is comprised of the following parts:

- (a) Part 1-Principal's Request (read and keep this part);
- (b) Part 2-Specification and Special Conditions of Contract (read and keep this part); and
- (c) Part 3-Tenderer's Offer (complete and return this part).

## 1.3 DEFINITIONS

Below is a summary of some of the important defined terms used in this Request:

<b>Attachments:</b>	The documents you attach as part of your Tender;
<b>Deadline:</b>	The deadline for lodgement of your Tender;
<b>General Conditions of Contract:</b>	Means the General Conditions of Contract nominated in clause 1.9.9;
<b>Offer:</b>	Your offer to be selected to supply the Requirements;
<b>Principal:</b>	Shire of Coorow
<b>Request:</b>	This document;
<b>Requirements:</b>	Contract services to the Shire of Coorow;
<b>Selection Criteria:</b>	The criteria used by the Local Government in evaluating your Tender;
<b>Special Conditions:</b>	The additional contractual terms;
<b>Specification:</b>	The statement of Requirements that the Local Government request you to provide if selected.
<b>Tender:</b>	Your completed Offer form, response to the

Selection Criteria and Attachments;

**Tenderer:** Someone who has or intends to submit an Offer to the Local Government.

## **1.4 HOW TO PREPARE YOUR TENDER**

- (a) Carefully read all parts of this document.
- (b) Ensure you understand the Requirements (see clause 2.1).
- (c) Complete the Offer (Part 3) in all respects and attach all your Attachments.
- (d) Make sure you have signed the Offer form and responded to all the Selection Criteria.
- (e) Lodge your Tender before the Deadline.

## **1.5 CONTACT PERSONS**

Tenderers should not rely on any information provided by any person(s) other than those listed below:

### **Contractual & Specification Enquiries**

Name: Mrs Mia Maxfield

Telephone: (08) 9952 0100 or 0428 521 100

Email: ceo@coorow.wa.gov.au

## **1.6 EVALUATION PROCESS**

This is a Request for Tender (RFT).

Your Tender will be evaluated using information provided in your Tender.

The following evaluation methodology will be used in respect of this Request:

- (a) tenders are checked for completeness and compliance. Tenders that do not contain all information requested (eg completed Offer form and Attachments) may be excluded from evaluation.
- (b) tenders are assessed against the Selection Criteria. Contract costs are evaluated, eg tendered prices and other relevant whole-of life costs are considered.
- (c) the most suitable Tenderers may be shortlisted and may also be required to clarify the Tender, make a presentation, demonstrate the product/solution offered and/or open premises for inspection. Referees may also be contacted prior to the selection of the successful Tenderer.

A contract may then be awarded to the Tenderer, whose Tender is considered the most advantageous tender to the Principal.

## 1.7 SELECTION CRITERIA

The Principal has adopted a best value for money approach to this Tender.

The Contract will be awarded to a sole Tenderer for each area (e.g Coorow and Leeman and Greenhead) who best demonstrates the ability to provide quality products at a competitive price. The tendered prices will be assessed with the following qualitative and compliance criteria to determine the most advantageous outcome to the Principal.

This means that, although price is considered, the Tender containing the lowest price will not necessarily be accepted, nor will the Tender ranked the highest on the qualitative criteria.

### 1.7.1 COMPLIANCE CRITERIA

These criteria will not be point scored. Each Tender will be assessed on a Yes/No basis as to whether the criterion is satisfactorily met. An assessment of "No" against any criterion may eliminate the Tender from consideration.

Description of Compliance Criteria	Yes/No
(a) Compliance with the Specification contained in the Request.	Yes/No
(b) Compliance with the Conditions of Tendering this Request.	Yes/No
(c) Compliance with the Delivery Date.	Yes/No
(d) Compliance with and completion of the Price Schedule.	Yes/No

### 1.7.2 QUALITATIVE CRITERIA

In determining the most advantageous Tender, the Evaluation Panel will score each Tenderer against the qualitative criteria.

It is essential that Tenderers address each qualitative criterion. The Tenders will be used to select the chosen Tenderer, and failure to provide the specified information may result in elimination from the Tender evaluation process.

The qualitative criteria for this Request are as follows:

<b>A)</b> Demonstrated experience in completing similar projects / supply similar goods	<b>Weighting</b> <b>50 %</b>
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<b>B)</b> Skills and experience of key personnel	<b>Weighting</b> <b>25 %</b>
<b>C)</b> A demonstrated understanding of the required tasks	<b>Weighting</b> <b>10 %</b>
<b>D)</b> Tendered price	<b>Weighting</b> <b>15 %</b>
	<b>TOTAL</b> <b>100%</b>

### **1.7.3 PRICE CONSIDERATIONS**

The non-weighted cost method is used where functional considerations such as capacity, quality, transitional and adaptability are seen to be crucial to the outcome of the contract. The evaluation panel will make a series of value judgements based on the capability of the Tenderers to complete the Requirements and a number of factors will be considered including:

- a) The qualitative ranking of each Tenderer; and
- b) The pricing submitted by each Tenderer.

Once the Tenders have been ranked, the evaluation panel will make a value judgement as to the cost affordability, qualitative ranking, and risk of each Tender, in order to determine the Tender, which is most advantageous to the Principal.

The tendered price will be considered along with related factors affecting the total cost to the Principal. e.g., the lifetime operating costs of goods or the Principal's Contract management costs may also be considered in assessing the best value for money outcome.

### **1.8 PRICE BASIS**

All prices for services offered under this Request shall be fixed for the term of the Contract.

Tendered prices must include Goods and Services Tax (GST).

Unless otherwise indicated prices tendered shall include delivery and all applicable levies, duties, taxes and charges. Any charge not stated in the Tender, as being additional will not be allowed as a charge for any transaction under any resultant Contract.

## 1.9 CONDITIONS OF TENDERING

### 1.9.1 DELIVERY METHOD

Tenders may be:

- (a) delivered by hand to the Shire of Coorow, Main Street Coorow (by the Tenderer or the Tenderer's private agent) or;
- (b) sent through the mail to the Chief Executive Officer, Shire of Coorow, PO Box 42, Coorow WA 6515 clearly identifying the tender number.

**Electronic mail Tenders and Tenders submitted by facsimile will not be accepted.**

### 1.9.2 LODGEMENT OF TENDERS

The Tender must be lodged by the Deadline. The Deadline for this Request is 4.00pm Thursday 9<sup>th</sup> September 2021.

The Tender must be:

- (a) placed in a sealed envelope;
- (b) clearly endorsed with the tender number and titled as shown on the front cover of this Request;
- (c) All Tenders should be clearly make \*CONFIDENTIAL TENDER\*

### 1.9.3 REJECTION OF TENDERS

A Tender shall be rejected without consideration of its merits in the event that it is not submitted before the Deadline and at the place specified in the Request and may be rejected if it fails to comply with any other requirements of the Request.

### 1.9.4 LATE TENDERS

Tenders received after the Deadline will not be accepted for evaluation.

### 1.9.5 ACCEPTANCE OF TENDERS

Unless otherwise stated in this Request, Tenders may be for all of the Requirements and may be accepted by the Principal either wholly or in part. The Principal is not bound to accept the lowest Tender and may reject any or all Tenders submitted.

### 1.9.6 DISCLOSURE OF CONTRACT INFORMATION

Documents and other information relevant to the contract may be disclosed when required by law under the *Freedom of Information Act 1992* or under a Court order.

All Tenderers will be given particulars of the successful Tenderer (s) or advising that no Tender was accepted.

### **1.9.7 ALTERNATIVE TENDERS**

**All Alternative Tenders shall be accompanied by a conforming Tender.**

Tenders submitted as Alternative Tenders or made subject to conditions other than the General and Special Conditions of Contract shall in all cases arising be clearly marked "ALTERNATIVE TENDER".

The Principal may in its absolute discretion reject any Alternative Tender as invalid.

Any printed "General Conditions of Contract" shown on the reverse of a Tenderer's letter or quotation form will not be binding on the Principal in the event of a Contract being awarded unless the Tender is marked as an Alternative Tender.

### **1.9.8 TENDER VALIDITY PERIOD**

All Tenders shall remain valid and open for acceptance for a minimum period of three (3) months from the Deadline or forty-five (45) days from the Council's resolution for determining the Tender whichever is the later unless extended on mutual agreement between the Principal and the Tenderer in writing.

### **1.9.9 GENERAL CONDITIONS OF CONTRACT**

Tenders shall be deemed to have been made on the basis of and to incorporate the General Conditions of Contract for the Supply of Services.

### **1.9.10 PRECEDENCE OF DOCUMENTS**

In the event of there being any conflict or inconsistency between the terms and conditions in this Request and those in the General Conditions of Contract, the terms and conditions appearing in this Request shall have precedence.

### **1.9.11 TENDERERS TO INFORM THEMSELVES**

Tenderers shall be deemed to have:

- (a) examined the Request and any other information available in writing to Tenderers for the purpose of Tendering;
- (b) examined all further information relevant to the risks, contingencies, and other circumstances having an effect on their Tender which is obtainable by the making of reasonable enquires;
- (c) satisfied themselves as to the correctness and sufficiency of their Tenders including Tendered prices which shall be deemed to cover the cost of complying with all the Conditions of Tendering and of all matters and things necessary for the due and proper performance and completion of the work described therein; and

- (d) acknowledged that the Principal may enter into negotiations with a chosen Tenderer. Negotiations shall be carried out in good faith.

**1.9.12 ALTERATIONS**

The Tenderer shall not alter or add to the Request documents unless required by these Conditions of Tendering.

The Principal shall issue an addendum to all Tenderers where matters of significance make it necessary to amend the issued Request documents before the Deadline.

**1.9.13 RISK ASSESSMENT**

The Principal may have access to and give consideration to:

- (a) any risk assessment undertaken by any credit rating agency as selected by the Principal; and
- (b) any information produced by the Bank, financial institution, or accountant of a Tenderer;

so as to assess that Tender and may consider such materials as tools in the Tender assessment process.

**1.9.14 OWNERSHIP OF TENDERS**

All documents, materials, articles and information submitted by the Tenderer as part of or in support of a Tender shall become upon submission the absolute property of the Principal and will not be returned to the Tenderer at the conclusion of the Tender process PROVIDED that the Tenderer shall be entitled to retain copyright and other intellectual property rights therein, unless otherwise provided by the Contract.

**1.9.15 CANVASSING OF COUNCILLORS**

If a Tenderer, whether personally or by an agent, canvasses any of the Principal's commissioners or councillors (as the case may be) with a view to influencing the acceptance of any Tender made by it or any other Tender, then regardless of such canvassing having any influence on the acceptance of such Tender, the Principal may at its discretion omit the Tender from consideration.

**1.9.16 IDENTITY OF THE TENDERER**

The identity of the Tenderer and the Contractor is fundamental to the Principal. The Tenderer shall be the person, persons, corporation or corporations named as the Tenderer in Part 3 and whose execution appears on the Offer Form in Part 3 of this Request. Upon acceptance of the Tender, the Tenderer shall become the Contractor.

**1.9.17 TENDER OPENING**

All Tenderers and members of the public may attend or be represented at the opening of Tenders.

All Tenders will be opened in the Principal's offices, following the advertised Deadline. No discussions will be entered into between Tenderers' and the Principal's officers present or otherwise, concerning the Tenders submitted.

The Tender opening will be held as soon as practicable after the Deadline at the Shire of Coorow Council Chambers, Main Street Coorow.

## **2 SPECIFICATION AND SPECIAL CONDITIONS OF CONTRACT**

### **2.1 SPECIFICATION**

#### **2.1.1 TECHNICAL SPECIFICATIONS**

Stabilization of the soils below the existing foundations & then undertake repair work to the damaged brickwork. The following works will be required;

- a) Connect all stormwater downpipes into pipework & run to a stormwater basin away from the building. Downpipes are not to discharge directly onto the brick paving.
- b) Provide a waterproof membrane barrier around the perimeter of the building with falls away from the building, to ensure the moisture content of the clay soils below the building base remains constant. The existing changeroom building has a 3m verandah along the full length of the east elevation, which maintains a constant moisture content of the clay sub-soils. There is brick paving to the north & south elevations of the building, but stormwater is ponding in a few locations. Relay brick paving with a minimum of a 100mm fall over 2000mm length.
- c) After the clay sub-soils have been stabilised repair the cracked brick work. This will likely require the use of 'Heli bar' reinforcement across the damaged brickwork. The foundation below the stepped cracking in the external brickwork on the southeast corner may require to be raised by injection of a resinous grout below the foundation base, before repairing the crack.

#### **2.1.2 TECHNICAL CRITERIA**

- The successful tenderer will be a registered builder and be able to demonstrate experience in this type of work.
- The successful tenderer will have a company ABN and be GST registered.
- Tenderers are to detail experience in building maintenance of public facilities.

### **2.2 SPECIAL CONDITIONS OF CONTRACT**

#### **2.2.1 INSURANCES**

The successful Tenderer and its subcontractor(s) (if any) will be required to effect and maintain the insurance policies referred to in clause 24 of the General Conditions of Contract for the Provision of Services in the following sums:

- (a) public liability insurance in the sum of at least \$20,000,000 in respect of any one occurrence and for an unlimited number of claims; and
- (b) professional indemnity insurance in the sum of at least \$20,000,000 in respect of any one occurrence and for an unlimited number of claims; and
- (c) if applicable, will be required to effect and maintain product liability insurance in the sum of at least \$20,000,000 in respect of any one occurrence and for an unlimited number of claims.

### 2.2.2 ADMINISTRATIVE REQUIREMENTS

The contractor is required to provide the following during the course of their contractual obligations in terms of these tenders:

Activity	Frequency
Any variations to the contract or additional works to be undertaken	Prior to commencement
Observations of dangerous circumstances that require attention to obviate potential public harm or public liability claims	Immediately
Accidents or related claims of a public liability nature	Immediately
Damage to property or persons as a result of the performance or non performance of the contract service requirements	Immediately
All instances of misbehaviour or illegal activity that contravenes Commonwealth, State or Local laws or that impedes the performance of the contract service or that may result in damage to any Council or community property or misconduct towards the public	Immediately as incident occurs

All records and reports will remain the property of the Principal and must be returned to the Administration Office on a quarterly basis.

### 2.2.3 DRESS CODE

All contractors are to wear appropriate clothing, footwear and any safety equipment as required by the nature of the services provided. All appropriate clothing and equipment is to be provided by the contractor.

### 2.2.4 PLANT, VEHICLES AND EQUIPMENT

The Contractor is to provide, operate and maintain the plant, vehicles and equipment necessary for the proper performance of the required services.

All plant, vehicles and equipment used in the Contract services shall be maintained in good working order and clean condition to the satisfaction of the Principal.

The Contractor shall ensure that all vehicles and plant operated within the Shire of Coorow are maintained in roadworthy condition and carry the required

licensing and registration as required under the Road Traffic Act at all times.

The operation of all vehicles, plant and equipment shall be such that it does not cause undue noise, and that minimises atmospheric pollution.

All plant and equipment must be always operated with all guards and safety devices in place and with no exception.

The Contractor must ensure that no vehicle is overloaded by carrying or towing loads beyond legal capacity.

Any vehicle plant or item of equipment, which, in the opinion of the Principal, is substandard in regard to the above, shall be required to be promptly removed from the maintenance area.

All drivers and operators of plant and equipment must have appropriate, current Western Australian or National Vehicle Drivers Licenses.

The Contractor shall ensure that hazard identification, risk assessment and risk control processes have been carried out and documented in relation to all plant and equipment.

### **2.2.5 QUALITY CONTROL**

The Principal shall conduct regular inspections to audit works carried out.

The contractor shall be responsible for ensuring the following outcomes:

- That activities scheduled in the building maintenance programme will conform to the specification.
- Resources allocated to the service delivery will enable the specified outcomes.
- That work is carried out with the specified time constraints.

### **2.2.6 PUBLIC SAFETY AND OCCUPATIONAL SAFETY AND HEALTH**

The contractor shall alert any person within the vicinity of building maintenance operations or whose person, pets, stock or property may be at risk of injury or damage. Where appropriate, the contractor may politely ask persons to move a safe distance away from such building maintenance operations.

The contractor is to be fully conversant with the Occupational Safety and Health Act 1984 and shall be responsible for maintaining a safe worksite, whilst adequately isolating any hazardous situation.

Public safety must be maintained at all times.

### 3 TENDERER'S OFFER

#### 3.1 OFFER FORM

The Chief Executive Officer

SHIRE OF COOROW

Main Street, Coorow WA 6515

I/We

**(BLOCK LETTERS):** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

ABN/GST Status \_\_\_\_\_

ACN (if any) \_\_\_\_\_

Telephone No: \_\_\_\_\_ Facsimile No: \_\_\_\_\_

E-mail (if any): \_\_\_\_\_

#### In response to **04/2021 – Maley Park Foundation & Building Repair**

I/We agree that I am/We are bound by, and will comply with this Request and its associated schedules, attachments, all in accordance with the Conditions of Tendering contained in this Request signed and completed.

The tendered price is valid up to thirty (30) calendar days from the date of the tender closing or forty-five (45) days from the Council's resolution for determining the Tender whichever is the later unless extended on mutual agreement between the Principal and the Tenderer in writing.

I/We agree that there shall be no cost payable by the Principal towards the preparation or submission of this Tender irrespective of its outcome.

The tendered consideration is as provided under the schedule of rates of prices in the prescribed format and submitted with this Tender.

Dated this: \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

Signature of authorised signatory of Tenderer: \_\_\_\_\_

Name of authorised signatory (BLOCK LETTERS): \_\_\_\_\_

Position: \_\_\_\_\_

Address: \_\_\_\_\_

Witness Signature: \_\_\_\_\_

Name of witness: (BLOCK LETTERS): \_\_\_\_\_

Position: \_\_\_\_\_

Address: \_\_\_\_\_

## 3.2 GENERAL AND CORPORATE INFORMATION

### 3.2.1 ORGANISATION PROFILE AND REFEREES

Attach your organisation profile.	<b>Attachment 1</b> <input type="checkbox"/> Tick✓if attached
Attach details of your referees. You should give examples of work provided for your referees where possible.	<b>Attachment 2</b> <input type="checkbox"/> Tick✓if attached

### 3.2.2 AGENTS

Are you acting as an agent for another party?	Yes <input type="checkbox"/> No <input type="checkbox"/>
If Yes, attach details (including name and address) of your principal.	<b>Attachment 3</b> <input type="checkbox"/> Tick✓if attached

### 3.2.3 SUB-CONTRACTORS

Do you intend to subcontract any of the Requirements?	Yes <input type="checkbox"/> No <input type="checkbox"/>
If Yes, attach details of the subcontractor(s) including the name, address, location of premise and the number of people employed.	<b>Attachment 4</b> <input type="checkbox"/> Tick✓if attached

### 3.2.4 QUALITY ASSURANCE

Does your organisation have any quality assurance system?	Yes <input type="checkbox"/> No <input type="checkbox"/>
If you propose to subcontract, does your subcontractor have a "third party" quality management system in place?	Yes <input type="checkbox"/> No <input type="checkbox"/>

Supply evidence or details of your quality assurance position and where relevant of your supplier's or subcontractor's position, in an attachment.	<p style="text-align: center;"><b>Attachment 5</b></p> <p style="text-align: center;"><input type="checkbox"/></p> <p style="text-align: center;">Tick✓if attached</p>
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### 3.3 RESPONSE TO SELECTION CRITERIA

#### 3.3.1 COMPLIANCE CRITERIA

Have you complied with the Specification contained in this Request?	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>
Have you complied with the Conditions of Tendering contained in this Request?	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>
Have you complied with and completed the price schedule?	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>

#### 3.3.2 QUALITATIVE CRITERIA

Before answering the qualitative criteria, Tenderers shall note the following:

- (a) all information relevant to your answers should be contained within your Tender to each criterion;
- (b) tenderers shall assume that the Evaluation Panel has **no** previous knowledge of your organisation, its activities or experience;
- (c) tenderers shall provide full details for any claims, statements or examples used to address the qualitative criteria; and
- (d) tenderers shall address each issue outlined within a qualitative criterion.

<p>Demonstrated experience by tenderer to meet the requirements as set out in specification:</p> <ol style="list-style-type: none"> <li>(a) provide details of supplying similar goods and services; and</li> <li>(b) demonstrate competency and proven track record of achieving outcomes.</li> </ol>	<p style="text-align: center;"><b>Attachment 6</b></p> <p style="text-align: center;"><input type="checkbox"/></p> <p style="text-align: center;">Tick✓if attached</p>
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A maintenance service best suited to the Principal's requirements that demonstrates a commitment to customer service and a professional corporate image.	<p style="text-align: center;"><b>Attachment 7</b></p> <p style="text-align: center;"><input type="checkbox"/></p> <p style="text-align: center;">Tick✓if attached</p>
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Supply details of any relevant information additional to corporate profile, references and quality assurance information.	
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Demonstrated ability and procedures to ensure public and employee safety by way of Occupational Safety and Health, and adherence.  Supply details of relevant operational policies and procedures.	<b>Attachment 8</b> <input type="checkbox"/> Tick✓if attached
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### 3.4 PRICE INFORMATION

Tenderers **must** complete clause 3.4.3 "Price Schedule". Before completing the Price Schedule, Tenderers should read the entire Request.

#### 3.4.1 DISCOUNTS

Are you prepared to allow a discount for prompt settlement of accounts?	Yes <input type="checkbox"/> No <input type="checkbox"/>
If you are offering different discounts for different periods, or other discounts such as volume discounts, detail them in an attachment.	<b>Attachment 9</b> <input type="checkbox"/> Tick✓if attached

#### 3.4.2 PRICE BASIS

Are you prepared to offer a fixed price?	Yes <input type="checkbox"/> No <input type="checkbox"/>
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#### 3.4.3 PRICE SCHEDULE

All pricing must include GST.