DESTINATION TALLANGATTA

FORESHORE UPGRADE WORKS

Supply and Installation of Shelters, Tables and Seating

REQUEST FOR TENDER

Tender No. 2015/16-24

TOWONG SHIRE COUNCIL

MAY 2016

Prepared by:
Towong Shire Council
02 6071 5100
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<td>14</td>
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1 INTRODUCTION

1.1 Background

In late 2015, the Federal Government announced a funding grant to Towong Shire Council for the Destination Tallangatta Project. The project will see works undertaken along the foreshore, town centre and at the Tallangatta Holiday Park.

Proposed works include improving connectivity to the centre of Tallangatta with new footpaths, traffic flow improvements, enhancements to the existing walking paths, enhanced landscaping and creation of a natural amphitheatre suitable for open air events, a new playground area as well as a range of new park furniture and pavilions.

The project scope of works is outlined in the drawings, specifications and bill of quantities in the included Tender Documents. The works include the fabrication, delivery and installation of picnic tables, seating and pavilion shelters to a number of individual sites along the Tallangatta foreshore.

It is Towong Shire Council’s expectation that works will be complete by late September, 2016.

1.2 Scope of Works

1.2.1 Location Plan

The project scope of works is outlined in the included Tender Documents and comprises the following key elements.

- Fabrication, delivery and installation of the following items at the Tallangatta foreshore:
  1. Five (5) "pavilion" shelters as per design (by others)
  2. Nine (9) picnic tables with double seat on concrete slab
  3. Four (4) “2 in 1” bench/table units (adult size)
  4. One (1) “2 in 1” bench/table unit (child size)
  5. Twelve (12) bench seats with backrest

It is Towong Shire Council’s expectation that shelters, tables and seating are installed and ready for use in late September 2016.

1.2.2 Demolition / Removal of Existing

- Demolition and removal of two existing shelters located east of the boat ramp and north of the Tallangatta Hospital as shown on the site plan.

1.2.3 Site Works

- Complete site preparation works for the installation of the new shelters,
- Location and levels for shelters and furniture items to be confirmed before installation,
- Construct bored pier footings as per the structural design and obtain building surveyor approval as required,
- Check there are no underground services present prior to excavation,
- No provision of mains power is available at each site. Contractor to make provisions for power.
1.2.4 Shelters
- Supply and install five (5) shelters as detailed in engineering plans,
- Tenderers should make allowance for stormwater downpipe to be externally fixed to the shelter column and discharge point 2m from shelter column. Stormwater pipe should be 100mm nominal diameter sewer grade (Class 18 SHE uPVC),
- Paint steel work and stormwater pipe as per the documents.

1.2.5 Picnic tables with double seat
- Fabricate and deliver nine (9) picnic tables with double seat as per design,
- Timber to be Spotted Gum to the sizes shown on the drawings,
- Steelwork to be prepared, primed and painted in “Dulux Domino” as per the project documents,
- Concrete slabs to be completed by others.

1.2.6 Bench Seats with Backrest
- Fabricate and install twelve (12) bench seats as per design,
- Timber to be Spotted Gum to the sizes shown on the drawings,
- Timber to be prepared and treated as per the drawings,
- Steelwork to be prepared, primed and painted in “Dulux Domino” as per the project documents,
- Mechanically fix benches to concrete slabs provided in accordance with the specifications.

1.2.7 2 in 1 Bench seating
- Fabricate and install four (4) “2 in 1” bench seats (adult size) and one (1) child size version at the locations shown on the plans,
- Timber to be Spotted Gum to the sizes shown on the drawings,
- Timber to be prepared and treated as per the drawings,
- Steelwork to be prepared, primed and painted in “Dulux Domino” as per the project documents,
- Mechanically fix bench seating to concrete slabs provided in accordance with the specification.

1.2.8 Works by Others
- Concrete slabs beneath shelters, picnic tables with seating and separate bench seats.
- Installation of stormwater rain-gardens located at stormwater discharge point from shelters.

1.3 Form of Contract
The contract will be a Lump Sum Contract, not subject to rise and fall and exclusive of GST (Goods and Services Tax). The form of contract shall be General Conditions of Contract AS2124 – 1992.
A copy of the Contract is not included in the tender documents. Tenderers should make their own arrangements to obtain and review a copy of the Contract.
Part A of the General Conditions of Contract have been included as part of the Tender Conditions.
1.4 Tender Closing Date

Tenders Close: 2:00PM Friday 1 July, 2016

Tenders should be submitted electronically to Tim Shilling, Project Manager, via tim.shilling@towong.vic.gov.au by the closing date.

1.5 Enquiries

Any enquiries regarding the Tender Conditions, Tender Documents or other aspects of the Tender should be directed to the designated Contact Person:

Name: Tim Shilling
Phone: 0448 647 294
E-mail: tim.shilling@towong.vic.gov.au

1.6 Discrepancies, Errors and Ambiguities

It is the responsibility of the Tenderer to peruse the Tender Information, Conditions of Tender and all Tender Documents with a view of identifying any discrepancies, errors or ambiguities. Should the Tender find such discrepancies, errors or ambiguities they shall immediately notify Towong Shire Council. Following such notice Towong Shire may issue an addendum to clarify the issue.

2 CONDITIONS OF TENDERING

2.1 The Tenderers Obligation

2.1.1 Tenderer Bound by the Condition of Tender

In submitting a Tender the Tenderer acknowledges they are bound by the Conditions of Tender and accompanying Tender Documents.

2.2 Tender Documents

2.2.1 Tender Documents – General

The Tender Documents shall include Tender information as issued as part of the Tender, these include:

- Construction Contract (by reference).
- Request for Tender (this document)
- Project Specifications as listed.
- Drawings as listed.
- Conditions of Tender.
- Tender Forms.
- Additional Information as listed in the document register and included in the tender documents.

2.2.2 Document Issue

All Tenderers will have made available a PDF Electronic copy of the Tender Documents. Hard copies can be viewed at the Council office on arrangement with the designated contact person.
2.2.3 Ownership of Tender Documents
Towong Shire Council retains ownership of all Tender Documents issued as part of the tender process.

2.2.4 Accuracy of the Tender Information
Whilst every effort has been made to ensure all Tender Information is true and accurate, the Tenderer must satisfy themselves of this fact. Towong Shire Council or its agents do not warrant the accuracy of this information.

2.2.5 Confidentiality and Copying
All Tender Information provided as part of this Tender should be treated as confidential by the Tenderer. The Tenderer must only copy or reproduce the Tender Information for the purpose of preparing or submitting the Tender Submission.

2.2.6 Others to be Bound
The Tenderer shall ensure that any employee, agent or contractor to it, or any other person to whom it supplies the Tender Information will be bound by the same terms as outlined in these Conditions of Tender.

2.3 Information for Tenderers

2.3.1 Tenderer to Become Informed
Prior to submitting a Tender, the Tenderer must ensure that they have;

- Reviewed and understood all Tender Documents and Tender Information
- Reviewed and understood the General Conditions of Contract AS 2124 - 1992
- Considered all risk associated with the works as described.

2.3.2 Site Conditions
It is the Tenderers responsibility to thoroughly inspect the existing site conditions and surrounding area prior to submitting their Tender.

2.3.3 Evidence of Competency / Compliance
Where applicable, the Tender should include details of relevant qualifications and licenses to undertake the works outlined in the Tender Documents. Examples of similar project(s) the Tenderer has undertaken will assist in the assessment of the Tender Submission.

2.3.4 Design
Elements of the proposed works will call for the Contractor to provide a Design and Construction Submission as part of the Tender Submission. Where applicable, the Contractor must ensure the necessary allowance has been made for provision of these works including but not limited to:

- Compliance with relevant Australian Standards and Regulatory Requirements.
- Necessary qualification and insurances to undertake the design.
- Documentation submitted for approval prior to works commencing.
- Certification on completion.
- “As Built” documentation on completion.
2.4 Tender Submission

2.4.1 Non-conforming Tenders
Should a Tender be considered non-conforming, Towong Shire Council may, at its sole discretion, determine if that Tender should be considered as part of the Tender Evaluation process. Non-conforming Tenders may include those which do not meet the requirements set out in the Tender Documents, Submission Requirements or other aspects of the Conditions of Tender.

2.4.2 Tender Program
As part of the Tender Submission the Tenderer shall provide Towong Shire Council with a detailed construction program outlining the main elements of the project delivery. The Tender Program should identify at least the following:

- Project critical path.
- Key milestone dates which may impact on the overall completion date.

2.4.3 Tender Validity Period
The Tender Submission is deemed valid for 60 calendar days after the Tender Closing Date.

2.4.4 Evaluation of Tenders
Towong Shire Council will evaluate all Tenders based on Schedules and supporting information provided as part of the Tender submission. The Tenderer should be prepared to discuss, in detail, all aspect of the Tender submission as part of this evaluation process. The Tenderer further acknowledges that the Tender which offers best value to Towong Shire Council may differ from the Tenderers assessment of best value.

2.4.5 Costs to Tenderers
The Tenderer acknowledges that all costs associated with the review, preparation and submission of the Tender are to be borne by the Tenderer.

2.4.6 Completed Documents to be Lodged with Tender:
- Tender Form
- OH&S Checklist or Management Plan
- Schedule of Labour Rates
- Program / Schedule in Gantt Chart form
- Evidence of relevant certifications, licences and insurances.

The Tenderer should also include documents that address the key selection criteria to assist in the Tender Evaluation.

2.4.7 Selection Criteria
The following factors shall form the basis for the comparative evaluation Tenders:

- Demonstrated experience and track record in delivering similar projects
- Project duration
- Demonstrated capacity to deliver
- OHSE systems and past performance
- Commensurate Tender Price
3 Tender Schedules

3.1 Tender Form

3.1.1 PART 1 – Tender Price (Excluding GST)

We, the undersigned, are willing to execute the Works in accordance with the Conditions of Contract, Specification and Drawings referred to therein for:

Cost of Work (Excluding GST):

(Amount in Words)

$( )

(Amount in Figures)

GST (10%):

(Amount in Words)

$( )

(Amount in Figures)

Fixed Lump Sum (Incl. GST):

(Amount in Words)

$( )

(Amount in Figures)

Contractors are to submit a tender trade breakdown, listed below, showing a cost breakdown of elements totalled to equal the Contract Sum, all figures excl GST.

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Price (GST excl.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Supply and install five (5) shelters as detailed in engineering plans</td>
<td>$</td>
</tr>
<tr>
<td>2</td>
<td>Supply and install nine (9) picnic tables with double seat</td>
<td>$</td>
</tr>
<tr>
<td>3</td>
<td>Supply and install twelve (12) bench seats with backrest</td>
<td>$</td>
</tr>
<tr>
<td>4</td>
<td>Supply and install one (1) 2 in 1 bench seat (child size)</td>
<td>$</td>
</tr>
<tr>
<td>5</td>
<td>Supply and install four (4) 2 in 1 bench seats (adult size)</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td><strong>Total Excluding GST</strong> (Including Separable Portions)</td>
<td>$</td>
</tr>
</tbody>
</table>
3.1.2 **PART 2 – Schedule**

Time to Completion of all works: .......... Working Days, based on 36 hr. week.

3.1.3 **PART 3 – Rates and Conditions**

1. The following items relate to our Tender and will form part of the Contract:

   (a) Percentage to be charged for Variations:

<table>
<thead>
<tr>
<th></th>
<th>Plus</th>
<th>(ii) Omissions</th>
<th>Minus</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preliminaries</td>
<td>%</td>
<td></td>
<td>%</td>
</tr>
<tr>
<td>Overhead &amp; Profit</td>
<td>%</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

   (b) Daily Cost for Prolongation of Contract: Rate per day (if applicable) $ 

   (c) Rate for excavation and removal of rock:

<table>
<thead>
<tr>
<th></th>
<th></th>
<th>per cubic metre measured in ground.</th>
</tr>
</thead>
<tbody>
<tr>
<td>(i) Bulk excavation:</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>(ii) Trench, Pit or Pad Excavation:</td>
<td>$</td>
<td></td>
</tr>
</tbody>
</table>

2. We undertake, in the event of your acceptance of this Tender, to execute a Contract embodying all the conditions and terms contained.

We agree to abide by this Tender for a period of six (6) calendar weeks from the date fixed for receipt of same and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

3. We understand that you are not bound to accept the lowest or any Tender you receive.

4. Our Building Practitioners Registration Number is: __________________________

5. We have Structural Defects Insurance Cover of: $ __________________________

Insurance with __________________________

(Name of Insurance Company)

3.1.4 **PART 4 Authorisation**

DATED this __________________________ day of __________________________ 20 __________________

SIGNATURE __________________________ in the capacity of __________________________

duly authorised to sign Tenders for and on behalf of __________________________

ADDRESS: __________________________
### 3.2 Schedule of Labour Rates

<table>
<thead>
<tr>
<th>TRADE</th>
<th>LABOUR RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carpenter</td>
<td>$ /hour</td>
</tr>
<tr>
<td>Concreter</td>
<td>$ /hour</td>
</tr>
<tr>
<td>Labourer</td>
<td>$ /hour</td>
</tr>
<tr>
<td>Metalworker</td>
<td>$ /hour</td>
</tr>
<tr>
<td>Painter</td>
<td>$ /hour</td>
</tr>
<tr>
<td>Roofer</td>
<td>$ /hour</td>
</tr>
<tr>
<td>Steelworker</td>
<td>$ /hour</td>
</tr>
<tr>
<td>Welder</td>
<td>$ /hour</td>
</tr>
</tbody>
</table>
### 3.3 Document Register

<table>
<thead>
<tr>
<th>Dwg. No.</th>
<th>Rev.</th>
<th>Title</th>
<th>Author</th>
</tr>
</thead>
<tbody>
<tr>
<td>15406</td>
<td>C1</td>
<td>Pavilion Engineering drawings</td>
<td>Wright Barrat – Civil &amp; Structural Engineers</td>
</tr>
<tr>
<td>2015/16-24</td>
<td>C</td>
<td>Destination Tallangatta</td>
<td>Foreshore Shelters &amp; Furniture</td>
</tr>
</tbody>
</table>
3.4 Warranty Schedule

Warranty Requirements
A. The Contractor or other approved warrantors are to provide written warranties where so specified elsewhere in this specification.
B. Each warranty is to be in approved form, refer Appendix 1.
C. Warranty periods are to commence from the date of the Notice of Practical Completion.

<table>
<thead>
<tr>
<th>SECTION NAME</th>
<th>NO. OF YEARS</th>
</tr>
</thead>
<tbody>
<tr>
<td>PLUMBING FIXTURES</td>
<td>In the form supplied by manufacturers</td>
</tr>
<tr>
<td>METAL ROOFING, CLADDING AND ROOF</td>
<td>10 YEARS</td>
</tr>
<tr>
<td>PLUMBING</td>
<td></td>
</tr>
<tr>
<td>METAL FINISHES, SHOP-APPLIED</td>
<td>7 YEARS</td>
</tr>
<tr>
<td>TIMBER FINISHES, SHOP-APPLIED</td>
<td>3 YEARS</td>
</tr>
<tr>
<td>PAINTING</td>
<td>2 YEARS</td>
</tr>
</tbody>
</table>


### 4 PART A - GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract AS2124 - 1992 together with the Annexure Part A hereunder, shall form part of this Contract.

**ANNEXURE to the Australian Standard**

**General Conditions of Contract (AS2124 - 1992)**

|   | The law applicable is that of the state of: 
|---|---|
| 1 | Victoria 
|   | (Clause 1) 

|   | Payments under the Contract shall be made at: 
|---|---|
| 2 | Tallangatta, Victoria 
|   | (Clause 1) 

|   | The Principal: 
|---|---|
| 3 | Juliana Phelps 
|   | (Clause 2) 

|   | The Address Of The Principal: 
|---|---|
| 4 | 32 Towong Street (PO Box 55) 
|   | Tallangatta Victoria 3700 

|   | The Superintendent: 
|---|---|
| 5 | Jamie Heritage 
|   | (Clause 2) 

|   | The address of the Superintendent: 
|---|---|
| 6 | 32 Towong Street (PO Box 55) 
|   | Tallangatta Victoria 3700 

|   | Limits of accuracy applying to quantities for which the Principal accepted a rate or rates: 
|---|---|
| 7 | Not Applicable 
|   | (Clause 3.3/(b)) 

|   | Bills of Quantities- the alternative applying: 
|---|---|
| 8 | Alternative 2 
|   | (Clause 4.1) 

|   | The time lodgement for the priced copy of the Bills of Quantities: 
|---|---|
| 9 | Not Applicable 
|   | (Clause 4.2) 

|   | Contractor shall provide security in the amount of: (Clause 5.2) 
|---|---|
| 10 | 5% of the Contract Sum (excl. GST), in the form of two (2) bank guarantees to the value of 2.5% of the Contract Sum (excl. GST) each. 

|   | Principal shall provide security in the amount of: 
|---|---|
| 11 | Not Applicable 
|   | (Clause 5.2) 

|   | The period of notice required of a party's intention to have recourse to retention moneys and / or to convert security: 
|---|---|
| 12 | 14 days 
|   | (Clause 5.5) 

|   | The percentage to which the entitlement to security and retention moneys is reduced: 
|---|---|
| 13 | 2.5% of Security of the Contract Sum to be released upon the Award of the Practical Completion, the balance will be released at the end of the Defects Liability Period. 
|   | (Clause 5.7) 

|   | Interest on retention moneys and security the alternative applying: 
|---|---|
| 14 | Alternative 2 
|   | (Clause 5.9)
14A Delegates of the Principal for the issue of approvals and notices: (Clause 7)

Clause 5.3 Form of Security

Clause 5.4 Time for Lodgement of Security

Clause 8.3 Supply of Documents by the Principal

Clause 27.1 Possession of Site

15 The number of copies to be supplied by the Principal: (Clause 8.3)

1 The number of copies to be supplied by the Contractor: (Clause 8.4)

16A Order of precedence to be applied in interpreting the Contract: (Clause 8.1)

(a) Formal Instrument of Agreement dated...

(b) Letter of Acceptance of Tender dated...

(c) AS2124- 1992 General Conditions of Contract and Annexure part A;

(d) Specifications, as listed in the Formal Instrument of Agreement

(e) Drawings numbered, as listed in the Formal Instrument of Agreement

17 The time within which the Superintendent must give a direction as to the suitability and return the Contractor(s) copies: (Clause 8.4)

14 days

18 Work which cannot be subcontracted without approval: (Clause 9.2)

Nil

19 The percentage for profit and attendance: (Clause 11 (b))

20 The amount or percentage for profit and attendance: (Clause 11 (c))

21 Insurance of the works- the alternative applying: (Clause 18)

Alternative 1

22 The assessment for insurance purposes of the costs of demolition and removal of debris: (Clause 18 (ii))

10% of contract sum

23 The assessment for insurance purposes consultant fees: (Clause 18 (iii))

10% of contract sum

24 The value of materials to be supplied by the Principal: (Clause 18 (iv))

Nil

The additional amount or percentage: (Clause 18 (v))

Nil

26 Public Liability insurance the alternative applying: (Clause 19)

Alternative 1

27 The amount of Public Liability insurance shall be not less than: (Clause 19)

$10,000,000

28 The time for giving possession of the Site: Within 14 days after the acceptance of Tender
<table>
<thead>
<tr>
<th>Clause</th>
<th>Description</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>29</td>
<td>The Date for Practical Completion:</td>
<td>(Clause 35.2) The date nominated by the Contractor at the time of Tender.</td>
</tr>
<tr>
<td>30</td>
<td>Liquidated Damages per day:</td>
<td>(Clause 35.6) A$200 per calendar day.</td>
</tr>
<tr>
<td>31</td>
<td>Limit of Liquidated Damages:</td>
<td>(Clause 35.7) $15,000.</td>
</tr>
<tr>
<td>32</td>
<td>Bonus per day for early Completion:</td>
<td>(Clause 35.8) Not Applicable.</td>
</tr>
<tr>
<td>33</td>
<td>Limit of bonus:</td>
<td>(Clause 35.8) Not Applicable.</td>
</tr>
<tr>
<td>34</td>
<td>Extra costs for Delay or Disruption:</td>
<td>(Clause 36) Event: Clause 35.5 (a) Nil, Clause 35.5 (b) Nil (No Event).</td>
</tr>
<tr>
<td>35</td>
<td>The Defects Liability Period:</td>
<td>(Clause 37) 12 months.</td>
</tr>
<tr>
<td>36</td>
<td>The Charge for overheads, Profit, etc. for day work:</td>
<td>(Clause 41 (f)) Submit draft claim within five (5) days after the end of the month. Submit final claim within ten (10) days after the end of the month, payment to be made by the seventeenth (17th) day of the month.</td>
</tr>
<tr>
<td>37</td>
<td>Times for Payment Claims:</td>
<td>(Clause 42.1)</td>
</tr>
<tr>
<td>38</td>
<td>Unfixed Plant and Materials for which payment claims may not be made notwithstanding that they are not incorporated in the Works:</td>
<td>(Clause 42.1 (ii)) Not Applicable.</td>
</tr>
<tr>
<td>39</td>
<td>Retention Moneys on:</td>
<td>(Clause 42.3) Not Applicable.</td>
</tr>
<tr>
<td>40</td>
<td>Unfixed Plant or Materials the alternative applying:</td>
<td>(Clause 42.4) Alternative 3.</td>
</tr>
<tr>
<td>41</td>
<td>The rate of interest on payments:</td>
<td>(Clause 42.9) 1% above the 2 year ‘Indicative Coupon rate for Borrowing by Local Government Authorities In Victoria’, as set out by the Department of Treasury and Finance (or if that rate is not available, such other comparable rate as agreed between parties) and as applying on the last payment date.</td>
</tr>
<tr>
<td>42</td>
<td>The delay in giving possession of the Site which shall be a substantial breach:</td>
<td>(Clause 44.7) After 3 months unless preliminaries have not been provided, then indefinite.</td>
</tr>
<tr>
<td>43</td>
<td>The alternative required for dispute resolution:</td>
<td>(Clause 47.2) Alternative 2.</td>
</tr>
<tr>
<td>44</td>
<td>The person to nominate an arbitrator:</td>
<td>(Clause 47.3) The Chairperson for the time being the Institute of Arbitrators Australia, Victorian Chapter.</td>
</tr>
<tr>
<td>45</td>
<td>Location of arbitration:</td>
<td>(Clause 47.3) Victoria.</td>
</tr>
</tbody>
</table>