



QUOTATION NO: RFQ 49/2024

SPECIFICATION FOR SUPPLY OF BRICK PATHS & EDGING FOR TAYLOR PARK REDEVELOPMENT

Request for Quotation (RFQ) Closing Time and Lodgement Instructions

RFQ Issue Date: 23/12/2024

RFQ Closing Date: 24/01/2025

RFQ Closing Time: 5PM

RFQ Lodgement Instructions: Quotations shall be submitted via email to Weddin Shire Council, attention of Claire McCann
mail@weddin.nsw.gov.au

Subject: RFQ 49/2024 – Specification for Supply of Brick Paths & Edging for Taylor Park Redevelopment

Weddin Shire Council is seeking quotes for the following:

LOCATION:

Taylor Park, Cnr Weddin and Middle Street, Grenfell NSW 2810

PROJECT AIM / OVERVIEW:

Council are thrilled to be delivering the Taylor Park Redevelopment, proudly funded by the NSW Government through their Stronger Country Communities Fund Round 5 and Crown Reserves Improvement Fund. The Taylor Park redevelopment will be designed to meet best practice principles regarding inclusive play and plan for associated infrastructure such as path connections, parking, recreation facilities and accessible toilets.

Weddin Shire Council, in partnership with Touched by Olivia Foundation, are creating an inclusive play space at Taylor Park as part of the redevelopment of Taylor Park. It will become a key community hub, and form part of a national network of inclusive play spaces that Touched by Olivia Foundation has helped create called Livvi's Place.

The redevelopment will enhance the features of the existing park creating an engaging place for the community to come together to play, socialise, celebrate and undertake recreational activities.

Council have begun procuring various pieces of equipment and engaging with contractors, with works planned to start in January 2025.

SCOPE OF WORKS:

The supply of brick paths and edging with the following specification:

- All paths and edging per the attached Tender Documentation and Specification.
- Meet with Council on site to confirm program of works, site safety (tool-box) and security arrangements.
- Review site service locations through Dial Before You Dig and Council liaison.
- To commence 17th February, 2025

Park documentation can be provided in 2D Autocad .dwg format if required.

Please provide a price meeting specification, along with a mark-up of the attached plans indicating:

- **Provide staging recommendation for construction process**
- **Provide anticipated program for delivery of the brick paths and edging**

ATTACHMENTS:

Taylor Park Tender Documentation and Hardworks Specification.

CONDITIONS OF QUOTATION

1. The canvassing of Councillors at any time in respect to this quotation will not be permitted. Any firm or representative canvassing or approaching Councillors shall be disqualified from the quotation being considered. Unethical or inappropriate conduct will result in the quotation being disqualified.
2. Quotation documents received from suppliers will become confidential items.
3. Suppliers 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.
4. It is the responsibility of the Supplier to familiarise himself/herself with the requirements of these Conditions of Quotation and Specification and to ensure that all the requirements are met. Failure to do so may result in the quotation being rejected.
5. A notice posted to the Supplier's address given in the quotation 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.
6. The word "Supplier" 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 Weddin Shire Council.
7. In consideration of being permitted to quote, the Supplier promises as a fundamental condition that:
 - (a) it has no knowledge of the price of any other Supplier for the work under the Contract;
 - (b) except as disclosed in the quotation, 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 Supplier in relation to the quotation or any other Contract to be entered 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 Supplier nor received any money or allowance from or on behalf of any other Supplier in relation to this quotation or any Contract to be entered consequent thereon, nor will it pay or allow or receive any money as aforesaid;
 - (d) in the event of the Supplier receiving any money or allowance from or on behalf of another Supplier in relation to this quotation, such money or the value of any allowance shall be held in trust for and become immediately payable to the Principal; and
 - (e) in the event of the Supplier paying or allowing to on behalf of a trade or industry association or another Supplier any money in breach of these conditions, the Principal shall be entitled to withhold from any payment due to the Supplier on any account an equivalent sum as liquidated damages.
8. Prices and fees listed in this quotation must include all allowances for the cost of paying Goods and Services Tax. If a supplier does not provide an Australian Business Number (ABN) indicating that the supplier will pay GST on any taxable supply made under the Contract, the quotation price will be weighted by a 10% increase in the assessment of quotation price relativity.

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

The exercise of any or all the rights of the Council in the event of failure or neglect of a Supplier to comply with all or any of the Conditions of Quotation shall not affect the rights of the Council to institute proceedings at law or equity for damages or specific performance against such a Supplier, or to exclude such a Supplier from competition for works and services of the Council.

10. This is a lump sum quotation with no rise and fall.

11. The Council will not necessarily accept the lowest or any submission.

Payment will be made within fourteen (14) working days of delivery of the items subject to it being delivered to the full satisfaction of the General Manager.

As the authorised officer named below, I certify that;

- I am authorised to submit the Supplier's response as the Supplier's representative/
- The Supplier understands and has complied with the requirements of this Request for Quote.
- The Supplier's response is complete, accurate and not misleading in any way.

Quotation Submitted By: _____

Company Name: _____

Contact Details: _____

Signed by Authorised Representative: _____

Date: _____

GENERAL TERMS AND CONDITIONS FOR SUPPLY OF GOODS, SERVICES OR WORKS	
INVOICE/QUOTE PRICE	The Price of goods or services includes: 1. All taxes, duties and other imposts for which the Supplier is liable; and 2. All amounts payable for the use of patents, copyright, registered designs, royalties, trademarks and other intellectual property rights
GOODS	All goods supplied pursuant to this Order shall be new and unused unless otherwise specified.
SERVICES & WORKS	All services provided pursuant to this Order shall be in accordance with the specification. The Supplier shall indemnify Weddin Shire Council against all suits, claims and actions arising in any way whether directly or indirectly for the performance of the services. The Supplier must establish and maintain a safe working environment.
TERMS OF PAYMENT	Payment will be made only on a correctly rendered invoice (under ATO Guidelines). Payment is due 28 days from receipt of invoice or acceptance of goods, whichever is later. Early settlement will be considered for discounts offered but without prejudice to the standard 28 day payment period. Claims for payment (invoices) shall be submitted through the project officer .
PACKAGING & MARKING	All goods must be suitably packed at the Supplier's expense to ensure delivery in good order and condition. Each item shall be marked indicating the Weddin Shire Council Purchase Order number and full delivery point details.
PRICE VARIATIONS	No price variations will be accepted, unless the Supplier has notified the project officer and that officer or designated authority has accepted the variation.
SPECIFICATION	All goods, services or works supplied against the Order shall be free from defects in materials and workmanship and at least of merchantable quality and shall conform to any specifications and descriptions set out on the Order.
DELIVERY	All goods, services or works are to be delivered at the time and place detailed in the Order. Delivery will be Free Into Store unless otherwise specified.
INSPECTION & ACCEPTANCE	All goods are subject to check and inspection before acceptance, which shall take place at Weddin Shire Council delivery point and Weddin Shire Council may reject any goods supplied incorrectly, damaged in excess of quantities specified on this order, or otherwise found not to be in accordance with these terms and conditions. If Weddin Shire Council rejects any goods, the Supplier must, at no expense to Weddin Shire Council, remove the goods and, at Weddin Shire Council's sole discretion: 1. Replace the rejected goods; 2. Refund any payment for the rejected goods; or 3. Repair the goods to the satisfaction of Weddin Shire Council.
CANCELLATION	Weddin Shire Council reserves the right to cancel this Order in whole or in part if delivery is not made by the due delivery date specified in the Order or if the Supplier is in breach of any other term or condition of the Order or if the Supplier becomes insolvent or any formal action is taken against the Supplier in respect of insolvency.

TITLE AND RISK	Risk of loss or damage to goods and title shall pass to Weddin Shire Council on acceptance by Weddin Shire Council.
INDEMNITY – INTELLECTUAL PROPERTY RIGHTS	The Supplier indemnifies Weddin Shire Council against all loss, damage or expense arising in respect of any action or claim for alleged infringement of any patent, copyright, registered design, royalty, trade mark or any other intellectual property rights, by reason of the purchase, possession or use of the goods.
HAZARDOUS MATERIALS	The Supplier shall provide material safety data sheets for any hazardous substances to be supplied against this Order.
ASSIGNMENT	The Supplier must not, without consent in writing from Weddin Shire Council, assign the Supplier's rights under the Contract.
APPLICABLE LAW	The Order will be governed by and construed in accordance with the laws in force in New South Wales.