

Official Tender Notice:

Newcastle and District Tennis Association (NDTA) Inc.

ABN 41 456 242 672

Corner of Curley and Lambton Roads, Broadmeadow NSW 2292

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**Invitation for sealed Tenders for the Operational Management of the NDTA Courts and Facility at the Curley and Lambton Roads site in Broadmeadow (also known as District Park).**

#### **1. Preamble**

This document outlines the opportunity being presented to the market by the NDTA in relation to the Curley and Lambton Roads site located in Broadmeadow, Newcastle NSW.

#### **2. Introduction**

The NDTA has sought Expressions of Interest to enter into an agreement to provide the Operational Management of the NDTA Courts and Facility. The agreement will be by the way of a Licence Agreement.

The process of calling Expression of Interest allowed the NDTA to test the market and gain some direction as to the best way to deliver the required programs and services and adequate provision of tennis to the community.

As such, the NDTA invites you to Tender for the operational management of the NDTA Courts and Facility at the Curley and Lambton Roads site in Broadmeadow. This is a full time position where the successful Tenderer will be in charge of the coaching and day to day tennis operations of the facility. The NDTA is looking for an enthusiastic person to promote tennis at all levels.

The arrangement is to commence from 16th October 2020.

#### **3. Background Information**

Newcastle and District Lawn Tennis Association was formed in 1912 and in 1915 the Association became affiliated with the NSWLTA which is now known as Tennis NSW.

#### **4. Facility Information**

- 24 first class tennis courts (23 synthetic grass, all with lights and 1 hardcourt)
- Pro Shop (air conditioned)
- Large Office Space (air conditioned) and Kitchen
- Function Hall
- Exclusive coaching rights
- Competitions and Tournaments
- Sealed car parking (approx. 80 cars)
- BBQ area

## **5. Preparation of Tenders**

### **5.1 Personal Information**

The Tenderer should provide relevant personal details such as their full name, age, place of residence, contact phone numbers, email address, website etc. All aforementioned details are required of company directors (in the case of a company), partners (in the case of a partnership) or the proprietor (in the case of an individual Tenderer).

### **5.2 Proposed Fees/payment**

The Tenderer should provide indicative rates applicable to the scope of services (refer to Clause 7 of the Licence Agreement), required by NDTA by completing Schedule A to this document titled "Schedule of Fees".

### **5.3 Previous Experience**

The Tenderer should provide details of relevant experience in operating a like business, or relevant work experience in the same or a similar industry. The Tenderer should address their ability and capacity to deliver the services required by NDTA. The Tenderer should also provide two written business and two written personal references.

### **5.4 Financial Capability**

The Tenderer should demonstrate their ability to finance the scope of services required by NDTA by completing Schedule B to this document titled "Evidence of Financial Capabilities".

### **5.5 Operational/Business Plan**

The Tenderer should provide an Operational/Business Plan that will describe the type of service/s to be offered and how they will be delivered. This plan should suggest how you would manage/operate the facility, including proposed hours of trading for both the courts and the Pro Shop.

## **6. Scope of Services**

Refer to Clause 7 of the Licence Agreement.

## **7. Condition of Tenders**

### **7.1 Expenses**

No payment will be made for any expenses or losses, which may be incurred by the responding party in connection with the preparation of the Tender or in visiting the site.

### **7.2 Inspection of Facilities**

Selected parties submitting Tenders may choose to familiarize themselves with the locality and condition of the Courts and Facility and all existing conditions prior to submitting a Tender. Appointments will be necessary to gain access to the site and can be made by contacting Mrs Ellen Gordon - NDTA President on 0414 874534.

### **7.3 Investigations and Warranties**

The Tenderer is responsible for making their own investigations and determinations and for the preparation of their responses. The Tenderer should examine the terms and conditions of this Tender Notice in framing their responses. Tenderers are advised that NDTA, its office bearers,

delegates, employees, agents and contractors make no representations or warranties as to the accuracy, reliability or completeness of the information and do not have any liability arising from that information. NDTA is not liable for any expense or loss which may be incurred by a party in preparation of the Tender.

#### **7.4 Compliance with Statutory Obligations**

The Tenderer warrants that any person associated with the Tenderer and involved in the supply of the services to be provided by the Tenderer as set out in this Tender will comply with any requirement imposed on the Tenderer under any Act of New South Wales, including the Industrial Relations Act 1991, or the Commonwealth in relation to the supply of the services.

#### **7.5 Occupational Health and Safety Requirements**

The Tenderer shall comply with the provisions of the Work Health and Safety Act, of New South Wales and relevant WH&S requirements and other requirements as requested by Local Council, Safe Work NSW or any other governing body.

#### **7.6 Workers Compensation / Public Liability / Insurance**

Tenders must expect to effect and maintain the following insurance policies if successful with their tender for the operational management of the NDTA Courts and Facility:

- Public Liability and Professional Insurance, for the amount of not less than \$20 million respectively in respect of each and every occurrence and unlimited in the aggregate for any one period of cover. Coverage shall be extended to sub-contractors as appropriate.
- Consequential loss insurance sufficient to guarantee solvency during any loss shutdown.
- Statutory Workers Compensation insurance for all of the Tenderers employees and the Tenderer will require each sub-contractor to have and maintain Statutory Workers Compensation insurance during any period of their employment.
- Any other insurance for amounts and against risks as subsequently required by NDTA and agreed to by the Tenderer.

#### **7.7 Indemnity**

The Tenderer agrees to indemnify NDTA for any demand, cost, expense or tax incurred in connection with the performance of the agreement to the extent that such a demand, cost, expense or tax arises from the willful neglect or fraudulent act or omission of the contractor, its employees, offices or agents. This indemnity shall be a continuing indemnity and shall survive the termination of the agreement.

### **8. Selection Criteria and Evaluation**

The NDTA may in its absolute discretion consider and evaluate the Tenders. The NDTA will have no obligation to any Tenderer to explain its decisions or choices, although every Tenderer should know that this Tender process is being undertaken because NDTA has no predetermined preferences for the eventual Licencee.

The evaluation of the Tenders may include the following criteria:

- The Licence Fee return to the NDTA;
- The validity and soundness of the business model.
- The apparent financial ability of the Tenderer to meet their financial commitments;

- Resumé of experience as an industry professional, either as a player and coach, and/or relevant qualifications and experience as a facility/business manager;
- The quality of the communication and inter-personal skills of the Tenderer;
- Any probity checks that the NDTA deems necessary in relation to the Tenderer.

#### **9. Tender Lodgement and Closing Date**

The successful Tenderer will be required to execute a Licence Agreement duly completed to incorporate the terms of the Tender and otherwise in accordance with the terms of the Licence Agreement annexed hereto.

Sealed Tenders must be lodged in writing and addressed to the following:

'Official Tender'  
President – Mrs, Ellen Gordon  
Email: [ellengordon3@gmail.com](mailto:ellengordon3@gmail.com) OR  
Newcastle and District Tennis Association Inc.  
PO Box 55  
Broadmeadow NSW 2292

**The closing time and date is 5:00pm on Friday, 18<sup>th</sup> September, 2020,**

#### **9. Successful Tenderer**

It is anticipated that an appointment will be made by NDTA Inc by Friday, 2<sup>nd</sup> October, 2020.