



REQUEST FOR TENDER

Request for Tender	Provision of Refuse and Recycling Collection Services
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Deadline (Close of Tender)	4.00pm Friday 10th July 2015
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Address for Hand Delivery	THE TENDER BOX SHIRE OF WICKEPIN WOGOLIN ROAD WICKEPIN WA 6370
Address for Postal Delivery	MARK J HOOK CHIEF EXECUTIVE OFFICER SHIRE OF WICKEPIN PO BOX 19 WICKEPIN WA 6370
Email	<i>admin@wickepin.wa.gov.au</i>

Tender Reference Number	TENDER NUMBER: 01 – 2015/2016
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TABLE OF CONTENTS

1	<u>PRINCIPAL'S REQUEST</u>	4
1.1	CONTRACT REQUIREMENTS IN BRIEF	4
1.2	TENDER DOCUMENTS	4
1.3	DEFINITIONS	4
1.4	HOW TO PREPARE YOUR TENDER	5
1.5	CONTACT PERSONS	5
1.6	EVALUATION PROCESS	6
1.7	SELECTION CRITERIA	6
2	<u>CONDITIONS OF TENDERING</u>	8
2.1	LODGEMENT OF TENDERS	8
2.2	DELIVERY METHOD	8
2.3	REJECTION OF TENDERS	8
2.4	LATE TENDERS	8
2.5	ACCEPTANCE OF TENDERS	8
2.6	GENERAL CONDITIONS OF CONTRACT	9
2.7	PRESENTATION OF TENDER DOCUMENTS	9
2.8	ALTERNATIVE TENDERS	9
2.9	GOODS AND SERVICES TAX (GST)	9
2.10	MONETARY VALUES	10
2.11	CUSTOMS DUTY	10
2.12	SITE ALLOWANCES	10
2.13	DISCLOSURE OF CONTRACT INFORMATION AND DOCUMENTS	10
2.14	TENDERERS TO INFORM THEMSELVES	10
2.15	ALTERATIONS	11
2.16	RISK ASSESSMENT	11
2.17	OWNERSHIP OF TENDERS	11
2.18	CANVASSING OF OFFICIALS	11
2.19	IDENTITY OF THE TENDERER	11
2.20	TENDER OPENING	12
2.21	IN-HOUSE TENDERS	12
3	<u>SPECIFICATION</u>	13
3.1	INTRODUCTION	13
3.2	SCOPE OF WORK	13
3.3	COLLECTION VEHICLES	14
3.4	BINS	14
3.5	REMOVAL OF SPILLAGE	15
3.6	EXCESS RUBBISH	15
3.7	EXCESS WEIGHT	15
3.8	PROHIBITED WASTE	15
3.9	DAMAGE TO PROPERTY	15
3.10	EXCUSABLE DELAY (FORECE MAJEURE)	16
3.11	REPORTING TO THE PRINCIPAL	16
3.12	CONTACT NUMBERS	16
3.13	PAYMENT	16

4	<u>TENDERER'S OFFER</u>	17
4.1	FORM OF TENDER	17
4.2	TENDERER'S RESPONSE	18
4.3	SELECTION CRITERIA	19
4.4	PRICE INFORMATION	21
5	<u>APPENDIX A – GENERAL CONDITIONS OF CONTRACT</u>	22
	GOVERNING LAW	22
	INTERPRETATION	22
5.1	RISE AND FALL ADJUSTMENTS	22
5.2	SERVICE OF DOCUMENTS	22
5.3	MATERIALS, LABOUR AND CONSTRUCTIONAL PLANT	23
5.4	ASSIGNMENT AND SUBCONTRACTING	23
5.5	STATUTE REQUIREMENTS	23
5.6	INSURANCE	23
5.7	CONTRACTOR'S REPRESENTATIVE	24
5.8	VARIATIONS	25
5.9	PAYMENTS	25
5.10	CONDITIONS OF EMPLOYMENT	25
5.11	PAYMENT OF WORKERS WAGES AND ALLOWANCES	25
5.12	DEFAULT OR BANKRUPTCY OF CONTRACTOR	25
5.13	SETTLEMENTS OF DISPUTES	25

1 PRINCIPAL'S REQUEST

1.1 CONTRACT REQUIREMENTS IN BRIEF

Tenders are invited from suitable organisations for the provision of weekly kerbside refuse and recycling material collection services in the Townsites of Wickepin, Yealering, Harrismith and Tincurrin for a period of 3 years commencing in 1 September 2015, with a possible extension for a further 3 years.

The successful Tenderer will be responsible for:

- the weekly collection of waste from kerbside located mobile garbage bins;
- the transportation to and disposal of all waste at the Wickepin Landfill Site;
- the fortnightly collection of recycling materials from kerbside located mobile garbage bins;
- the transportation to the Tenderer's Materials Recovery Facility or other preferred recycling depot for processing and entry into the recycling stream;

1.2 TENDER DOCUMENTS

This Request for Tender is comprised of the following parts:

Part 1 - Shire of Wickepin's Request (read and keep this part);

Part 2 - Conditions of Tendering (read and keep this part);

Part 3 - Specification (read and keep this part);

Part 4 - Tenderer's Offer (complete and return this part); and

Part 6 - General Conditions of Contract (read and keep this part).

1.3 DEFINITIONS

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

Attachments:	The documents you attach as part of your Tender
Contractor:	Means a Tenderer whose offer has been accepted by the Principal with or without modification
Deadline:	The deadline for lodgement of your Tender
General Conditions of Contract:	Means the General Conditions of Contract nominated in Part 1
Offer:	Your offer to be considered to supply the Requirements
Principal:	Shire of Wickepin
Request:	This document
Requirements:	The work requested by the Principal
Selection Criteria:	The criteria used by the Principal in evaluating your Tender
Special Conditions:	The additional contractual terms
Specification:	The statement of Requirements that the Principal requests you to provide if selected

Superintendent: Shire of Wickepin
Superintendent's Representative: Chief Executive Officer – Mark J Hook
Tender: Completed Offer, response to Selection Criteria and Attachments
Tender Period: The time between advertising the Request and the Deadline
Tenderer: Someone who has or intends to submit an Offer to the Principal

1.4 HOW TO PREPARE YOUR TENDER

- (a) Carefully read all parts of this document.
- (b) Ensure you understand the Requirements.
- (c) Complete, sign and return the Offer (Part 4) in all respects and include all Attachments.
- (d) Make sure you have signed the Offer Form and responded to all of 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 other than the persons listed below:

Contractual & Specification Enquiries

Name: **Mark J Hook**
Telephone: 08 9888 1005
Facsimile: 08 9888 1074
Email: ceo@wickepin.wa.gov.au

1.6 EVALUATION PROCESS

This is a Request for Tender.

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 Form of Tender and Attachments) may be excluded from evaluation.
- (b) Tenders are assessed against the selection criteria.
- (c) The most suitable Tenderers may be shortlisted and may also be required to clarify the offer, make a presentation, demonstrate the product/solution offered and/or open premises for inspection.
- (d) 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 Contract may be awarded to the Tenderer(s) who best demonstrates the ability to carry out the services at a competitive price. The Principal has adopted a best value for money approach to this Request.

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.

A scoring system will be used as part of the assessment of the qualitative criteria. Unless otherwise stated, a Tender that provides all the information requested will be assessed as satisfactory. The extent to which a Tenderer demonstrates greater satisfaction of each of these criteria will result in a greater score. The aggregate score of each Tender will be used as one of the factors in the final assessment of the qualitative criteria and in the overall assessment of value for money.

1.7.1 COMPLIANCE CRITERIA

These criteria are detailed within Part 3 of this document and 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
(a) Compliance with the Specification contained in the Request.
(b) Compliance with the Conditions of Tendering this Request.
(e) Compliance with and completion of the Price Schedule.

1.7.2 QUALITATIVE CRITERIA

In determining the most advantageous Tender, the Evaluation Panel will score each Tenderer against the Selection Criteria.

It is essential that Tenderers address each criterion and failure to provide the specified information may result in a Tender being eliminated from the evaluation process.

The Selection Criteria and their weighting for this Request are as follows:

Description of Criteria	Weighting
A) Relevant Experience & Reputation Tenderers should demonstrate their experience in completing similar services.	25%
B) Price	45%
C) Tenderer's Resources & Availability Tenderers should demonstrate their ability to meet the required management outcomes.	10%
D) Quality of Plant	10%
E) Backup Plant	5%
F) Non-Reliance on Sub-Contractors	5%
TOTAL	100%

1.7.3 PRICE BASIS

All rates for goods/services offered under this Request will be reviewed annually at the end of each Financial Year and increased in accordance with upward movements in the Consumer Price Index for Perth (CPI) as provided by the Australian Bureau of Statistics. In the event of a decrement in the CPI, the rates are to remain the same.

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

Unless otherwise indicated prices tendered must include delivery, unloading, packing, marking 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.

2 CONDITIONS OF TENDERING

2.1 LODGEMENT OF TENDERS

All Tenders shall be submitted on the Offer Form.

The Tender must be lodged before 4pm on Friday 10th July 2015.

Tenderers must ensure that they have provided ONE signed hard copy of their Tender. Any brochures or pamphlets may be included but must be firmly attached.

2.2 DELIVERY METHOD

Tenders may be:

(a) Delivered by hand by the Tenderer or the Tenderer's private agent to:

The Tender Box
SHIRE OF WICKEPIN
Wogolin Road
WICKEPIN WA 6370

or;

(b) Posted to:

CONFIDENTIAL: TENDER
Shire of Wickepin
PO Box 19
WICKEPIN WA 6370

Tenders submitted by electronic mail will not be accepted.

Tenders submitted by facsimile will not be accepted.

2.3 REJECTION OF TENDERS

A Tender will be rejected without consideration of its merits in the event that:

- (a) it is not submitted before the Deadline; or
- (b) it is not submitted at the place specified in the Request.

A Tender may be rejected if it fails to comply with any other requirements of the Request.

2.4 LATE TENDERS

Tenders received after the Deadline or in a place other than that stipulated in this Request will not be accepted for evaluation.

2.5 ACCEPTANCE OF TENDERS

Unless otherwise stated in this Request, Tenders may be for all or part 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.

2.6 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 Provision of Minor Works and Services (refer to Appendix A).

2.7 PRESENTATION OF TENDER DOCUMENTS

The Specification has been collated by mechanical means and Tenderers should check to ensure that it includes all pages which are numbered consecutively and that all supplements referred to are also included.

Supplements that have been referred to in any section of the Specification are included at the back of the document and shall be read with the section to which they refer.

2.8 ALTERNATIVE TENDERS

All Alternative Tenders shall be accompanied by a conforming Tender.

Tenders submitted as an Alternative Tender 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 Shire of Wickepin may in its absolute discretion reject any Alternative Tender as invalid.

If the Tender is marked as an Alternative Tender, any printed "General Conditions of Contract" submitted by the Tenderer will not be binding on the Shire of Wickepin in the event of a Contract being awarded.

2.9 GOODS AND SERVICES TAX (GST)

For the purposes of this clause:

- (a) "GST" means goods and services tax applicable to any taxable supplies as determined under the GST Act.
- (b) "GST Act" means *A New Tax System (Goods and Services Tax) Act 1999* and (where the context permits) includes the Regulations and the Commissioner of Taxation's Goods and Services Tax Rulings and Determinations made thereunder and any other written law dealing with GST applying for the time being in the State of Western Australia.
- (c) "Supply" and "taxable supply" have the same meanings as in the GST Act.

Where the Requirement the subject of this Request or any part thereof is a taxable supply under the GST Act, the price, fee or rates tendered by the Tenderer shall be inclusive of all applicable GST at the rate in force for the time being.

In evaluating the Tenders, the Principal shall be entitled (though not obliged) to take into account the effect of the GST upon each Tender.

A. RECIPIENT CREATED TAX INVOICE AGREEMENT

Where the Tenderer is Registered for GST, it shall lodge with the Principal within two days from the date of the request from the Principal; the "Recipient Created Tax Invoice Agreement" included in the specification. The lodged "Recipient Created Tax Invoice Agreement" shall be completed and signed by a person authorised to do so.

Failure to lodge the completed and signed “Recipient Created Tax Invoice Agreement” within the time frame, when requested by the Principal, may result in the Tender being passed over.

B. OTHER DEFINITIONS AND IMPACT OF GST REGISTRATION

TENDER SUM

Where the Tenderer declares in the Form of Tender that it IS registered for GST then its Tender Sum shall be deemed to be GST inclusive.

Where the Tenderer declares in the Form of Tender that it IS NOT registered for GST then its Tender Sum shall be deemed to be GST exclusive.

The Tender Sum will be value on which the Tender is accepted.

VALUE OF WORK

Where the Tenderer declares in the Form of Tender that it IS registered for GST then the Value of Work shall be deemed to be ten elevenths of the Tender Sum.

Where the Tenderer declares in the Form of Tender that it IS NOT registered for GST then the Value of Work shall be deemed to be eleven elevenths of the Tender Sum.

Wherever the Value of Work is referred to in these Conditions of Tendering it shall have the meaning as stated in the immediately preceding two paragraphs and as determined by the Tenderer’s status in regard to registering for GST.

The Principal will use the value of work in its assessment of the lowest conforming Tender and the application of any preferences allowable in this Request.

2.10 MONETARY VALUES

Monetary values that appear in the Tender, such as provisional sums, prime cost amounts, value of Principal supplied items, etc are net values. They do not include the Goods and Services Tax (GST).

2.11 CUSTOMS DUTY

The Tenderer shall allow in its Tender for any customs duty and primage applicable to all imported materials, plant and equipment required in connection with the works.

2.12 SITE ALLOWANCES

This contract is not subject to adjustment for site allowances.

2.13 DISCLOSURE OF CONTRACT INFORMATION AND DOCUMENTS

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

2.14 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. The Principal does not represent that any information made available completely shows the existing site or sub-surface conditions. The Tenderer is to accept full responsibility for their own interpretations, deductions, and conclusions made from the information provided by the Principal;

- (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 enquiries;
- (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;
- (d) acknowledged that the Principal may enter into negotiations with a chosen Tenderer. Negotiations shall be carried out in good faith; and
- (e) satisfied themselves they have a full set of the Request documents and all relevant Attachments.

2.15 ALTERATIONS

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

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

2.16 RISK ASSESSMENT

The Principal may have access to and give consideration to:

- (a) any risk assessment undertaken by Dun and Bradstreet, or any other credit rating agency; 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.

2.17 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.

2.18 CANVASSING OF OFFICIALS

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

2.19 IDENTITY OF THE TENDERER

The identity of the Tenderer and the Contractor is fundamental to the Principal. The Tenderer will be the person, persons, corporation or corporations named as the Tenderer in Part 4 and whose execution appears on the Form of Tender in Part 4 of this Request. Upon acceptance of the Tender, the Tenderer will become the Contractor.

2.20 TENDER OPENING

Tenders will be opened in the Principal's offices, following the advertised Deadline. All Tenderers and members of the public may attend or be represented at the opening of Tenders.

The names of the persons who submitted a Tender by the due Deadline will be read out at the tender opening. 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 at 4.00pm on Friday 10th July 2015 the Shire of Wickepin Administration Centre, 77 Wogolin Road, Wickepin WA 6370.

2.21 IN-HOUSE TENDERS

The Principal does not intend to submit an in-house Tender.

3 SPECIFICATION

3.1 INTRODUCTION

The Shire of Wickepin seeks to provide a weekly kerbside refuse collection service and a Weekly recycling material collection for townsites resident's commercial properties and street bins. The weekly refuse collection should be estimated on the following:

RESIDENTIAL

Wickepin	160	240 Litre MGB
Yealering	60	240 Litre MGB
Harrismith	5	240 Litre MGB
Tincurrin	28	240 Litre MGB

COMMERCIAL

Wickepin	15	240 Litre MGB
Yealering	5	240 Litre MGB
Harrismith	2	240 Litre MGB
Tincurrin	1	240 Litre MGB

STREETBINS and PUBLIC BUILDINGS

Wickepin	15	240 Litre MGB including 9 20 litre steel bins
Yealering	10	240 Litre MGB 4 20 litre steel bins
Harrismith	2	240 Litre MGB
Tincurrin	0	

At present recycling materials are collected weekly in 240 Litre mobile garbage bins in the following townsites.

Wickepin	195	240 Litre MGB
Yealering	70	Bulk Bin at recycling centre
Harrismith	18	240 Litre MGB at recycling centre
Tincurrin	12	Bulk Bin at Recycling Centre

Commercial premises are currently bulk pick up and need to be tendered on a fortnightly pickup.

Provision must be made for a pickup of the Skip Bins at Councils Transfer Stations at Yealering, Harrismith and Tincurrin on a monthly basis.

3.2 SCOPE OF WORK

3.2.1 REFUSE COLLECTION AND TRANSPORT

Refuse is to be collected on once per week (Monday to Friday) on a day mutually agreed from kerbside 240L mobile garbage bins and street bins and the collected waste is to be transported to the Wickepin Landfill Site.

The 240L mobile garbage bins are owned by the Principal who will supply and replace bins as and when required.

The street bins are owned by the Principal, who will supply and replace bins as and when required.

The Contractor shall be responsible for the removal of all waste and litter from within the individual street bins and up to a two metre radius outside such bins.

3.2.2 RECYCLING MATERIALS COLLECTION AND TRANSPORT

Recycling material is to be collected once per Weekly (Monday to Friday) on a day mutually agreed from kerbside 240L mobile garbage bins and the collected material transported to the Contractor's preferred Materials Recovery Facility for processing and entry into the recycling stream.

The 240L mobile garbage bins are owned by the Principal who will supply and replace bins as and when required.

Recycling material is also to be collected once per Weekly (Monday to Friday) on a day mutually agreed from a centrally located bulk bin and the collected material transported to the Contractor's preferred Materials Recovery Facility for processing and entry into the recycling stream.

The bulk bin is to be supplied by the Contractor.

3.2.3 GENERAL

The Contractor shall ensure that the central business area bins have been checked/emptied prior to 8.00am to limit disruption to business proprietors and shoppers alike. Access to all residential areas is to be restricted to daylight hours after 6am.

The Contractors shall perform all such services as required with due diligence, in a proper and hygienic manner and in accordance with the *Health Act 1911*, *Waste Avoidance and Resource Recovery Act 2007* and relevant regulations and local laws in operation at the time.

The Contractor shall report damage caused by vandalism or otherwise to the Principal as soon as practical following completion of the daily round.

3.3 COLLECTION VEHICLES

The Contractor shall provide and use suitable waste collection vehicles to suit the collection of waste from mobile garbage bins. All vehicles used by the Contractor shall:

- Be in reliable mechanical condition;
- Be licensed, and compliant with applicable Acts, regulations and local laws;
- Be driven by competent, qualified and licensed operators
- Be regularly maintained, serviced and cleaned;
- Be sufficiently sealed to prevent the escape or leakage of solid and liquid waste;

- Not emit noise in excess of the noise guidelines of residential areas as required by the Department of Environment and Conservation; and
- Be painted and suitably professionally sign written to display the Contractors name, phone number and logo.

The Contractors undertake to clean and disinfect all vehicles used to carry out their obligations under this Contract regularly to the satisfaction of the Environmental Health Officer and to take all reasonable steps to keep such vehicles free from offensive odours.

3.4 BINS

The Principal shall provide to residents and occupiers of commercial premises MGB's which are:

- Green in colour having a capacity of 240 litres;
- Of a construction quality to best Australian Standards;
- In good condition;
- Each bin shall be stamped with sequential numbers (to be able to allocate numbers to collection locations);
- The Principal will promptly replace or repair bins damaged by normal wear and tear. Bins stolen or damaged by abuse will be replaced by the Principal at cost by the householder/business. Replacement bins must be provided at the next collection.

3.5 REMOVAL OF SPILLAGE

In the event of rubbish, litter, or refuse having fallen from or out of broken, split or damaged bins, the contractor shall collect and clean up such rubbish.

3.6 EXCESS RUBBISH

The Contractor shall collect from each service at least one 240L MGB for waste. The Contractor shall not be obliged to pick up or collect or remove rubbish that is:

- in excess of the amount specified above (unless authorised by the Principal);
- refuse or waste of any sort stacked on or around bins;
- in receptacles other than those provided by the Principal and/or the Contractor.

3.7 EXCESS WEIGHT

Rubbish bins containing in excess of 70kg of waste shall be deemed excess weight and the Contractor shall not be obliged to pick up or remove rubbish bins containing excess weight.

Bins containing excess weight which the Contractor does not collect shall be left by the Contractor where placed at the collection point and the Contractor shall attach an explanatory note to the bin explaining that the weight of the bin exceeded 70kg and that it is the responsibility of the bin user to either reduce the weight or otherwise lawfully dispose of the contents. In case of such notice the bin shall be collected on the next collection day.

3.8 PROHIBITED WASTE

The Contractor is not to collect bins containing nightsoil, sewerage, toxic chemicals or waste described under the *Environmental Protection Regulations 1987*.

The Contractor is not to collect any liquid or building and construction waste.

An explanatory note is to be left attached to the bins advising that prohibitive waste is the reason for non-collection and that it is the responsibility of the bin user to either remove the prohibited waste or otherwise lawfully dispose of the contents. In case of such notice the bin shall be collected on the next collection day.

3.9 DAMAGE TO PROPERTY

The Contractor must at once remedy any damage done by its employees, agents or sub-contractors to any property during the execution of this contract.

3.10 EXCUSABLE DELAY (FORCE MAJEURE)

The Contractor shall not be liable for delay in the provision of this Contract which is caused directly or indirectly by Acts of God, strikes, fire, flood, riot, civil commotion, outbreak of war, acts of hostility, acts of Government in its sovereign capacity, unusually severe weather which prohibits service on OH&S grounds or any other cause beyond the reasonable control of the Contractor.

3.11 REPORTING TO THE PRINCIPAL

When necessary the Contractor shall provide the Principal with a written report containing such information regarding the works as the Principal may reasonably require, but which report shall include (but is not limited to) the following:

- (a) the number, type and location of residential, commercial and public rubbish bins collected each week by the Contractor;
- (b) all problems encountered by the Contractor during the course of the contract;
- (c) the Contractor's suggestion for improvement to this contract and the reasons for such suggestions; and
- (d) a summary of all complaints received or made by the Contractor and all action taken in respect of such complaints.

3.12 CONTACT NUMBERS

The Contractor shall at all times during the term of this contract and any extension thereof provide a telephone answering service to enable the public and the Principal to contact the Contractor at all times both during normally working hours and additionally after hours and on days other than working days.

3.13 PAYMENT

The Contractor shall submit to the Principal at the end of each month a detailed tax invoice containing the following information:

- (a) The number of collections of residential waste;
- (b) The number of collections of commercial waste;
- (c) The number of street bin collections; and
- (d) The number of recycled bin collections.

for the month in respect to which the invoice relates.

The Contractor's invoice shall be calculated by applying the current Rates under this Agreement.
The Principal shall pay to the Contractor the amount of the Contractor's invoice within fourteen (14) days of receipt of the Contractor's invoice.

4 TENDERER'S OFFER

4.1 FORM OF TENDER

The Chief Executive Officer
Shire of Wickepin
PO Box 19
Wickepin WA 6370

I/We _____
(BLOCK LETTERS)

of _____
(ADDRESS)

ABN/GST Status _____ ACN (if any) _____

Telephone No: _____ Facsimile No: _____

E-mail: _____

In response to Tender 01 – 2015/2016 Provision of Refuse and Recycling Collection Services

under and subject to the Conditions of Tendering annexed hereto I/we, the undersigned hereby Tender the following sum (per year and detailed in Item 4.4.1) to complete the Services referred to in the Request for Tender.

\$ _____

And I/we undertake to perform the work under the Contract in accordance with General Conditions of Contract attached to this Request and Annexure, Specification, Drawings, which documents I/we have examined, and I/we agree that this Tender shall remain binding on me/us for ninety (90) 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 and shall not be withdrawn during that period.

Dated this _____ day of _____ 2015

Signature of authorised signatory of Tenderer: _____

Name of authorised signatory (BLOCK LETTERS): _____

Position: _____

Address: _____

Witness Signature: _____

Name of witness: (BLOCK LETTERS): _____

Address: _____

4.2 TENDERER'S RESPONSE

The following checklist has been provided to assist you with your submission. Where it is necessary to provide additional information please ensure that all documents are clearly marked with the relevant Attachment title to assist the evaluation panel with their assessment.

(NOTE: All pages within Part 4 are to be completed and returned to the Principal as they form part of your Tender submission).

4.2.1 ORGANISATIONAL PROFILE

Attach a copy of your organisation structure and provide background information on your company and label it "Organisation Structure" .	"Organisation Structure"	Tick if attached <input type="checkbox"/>
If companies are involved, attach their current ASC company extracts search including latest annual return and label it "ASC Company Extracts" .	"ASC Company Extracts"	Tick if attached <input type="checkbox"/>

4.2.2 REFEREES

Attach details of your referees, and label it "Referees" . You should give examples of work provided for your referees where possible.	"Referees"	Tick if attached <input type="checkbox"/>
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4.2.3 AGENTS

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

4.2.4 TRUSTS

Are you acting as a trustee of a trust?	Yes / No	
If Yes, in an attachment labelled "Trusts" : (a) give the name of the trust and include a copy of the trust deed (and any related documents);and (b) if there is no trust deed, provide the names and addresses of beneficiaries.	"Trusts"	Tick if attached <input type="checkbox"/>

4.2.5 SUBCONTRACTORS

Do you intend to subcontract any of the Requirements?	Yes / No	
If Yes, in an attachment labelled "Subcontractors" provide details of the subcontractor(s) including: (a) the name, address and the number of people employed; and (b) the Requirements that will be subcontracted.	"Subcontractors"	Tick if attached <input type="checkbox"/>

4.2.6 CONFLICTS OF INTEREST

Will any actual or potential conflict of interest in the performance of your obligations under the Contract exist if you are awarded the Contract, or are any such conflicts of interest likely to arise during the Contract?	Yes / No	
If Yes, please supply in an attachment details of any actual or potential conflict of interest and the way in which any conflict will be dealt with and label it “ Conflicts of Interest ”.	“Conflicts of Interest”	Tick if attached <input type="checkbox"/>

4.2.7 FINANCIAL POSITION

Are you presently able to pay all your debts in full as and when they fall due?	Yes / No	
Are you currently engaged in litigation as a result of which you may be liable for \$50,000 or more?	Yes / No	
If you are awarded the Contract, will you be able to fulfil the Requirements from your own resources or from resources readily available to you and remain able to pay all of your debts in full as and when they fall due?	Yes / No	
In order to demonstrate your financial ability to undertake this contract, in an attachment labelled “ Financial Position ” include a profit and loss statement and the latest financial return for you and each of the other proposed contracting entities, together with a list of financial referees from your bank and/or accountant.	“Financial Position”	Tick if attached <input type="checkbox"/>

4.2.8 INSURANCE COVERAGE

The insurance requirements for this Request are stipulated in the Special Conditions. Tenderers are to supply evidence of their insurance coverage in a format as outlined below or in an attachment labelled “ Insurance Coverage ”. A copy of the Certificate of Currency is to be provided to the Principal within fourteen days of acceptance.				“Insurance Coverage”	Tick if attached <input type="checkbox"/>
Type	Insurer – Broker	Policy Number	Value (\$)	Expiry Date	
Public Liability					
Contractors Risk					

4.3 SELECTION CRITERIA

4.3.1 COMPLIANCE CRITERIA

Please select with a yes or no whether you have complied with the following compliance criteria:

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

4.3.2 QUALITATIVE CRITERIA

Before responding to the following qualitative criteria, Tenderers must note the following:

- All information relevant to your answers to each criterion are to be contained within your Tender;
- Tenderers are to assume that the Evaluation Panel has no previous knowledge of your organisation, its activities or experience;
- Tenderers are to provide full details for any claims, statements or examples used to address the qualitative criteria; and
- Tenderers are to address each issue outlined within a qualitative criterion.

<p>A) Relevant Experience & Reputation Describe your experience in completing similar projects. Tenderers must, as a minimum, address the following information and label it “Relevant Experience”:</p> <p>(a) Provide details of similar work;</p> <p>(b) Provide scope of the Tenderer’s involvement including details of outcomes;</p> <p>(c) Provide details of issues that arose during the project and how these were managed;</p> <p>(d) Demonstrate sound judgement and discretion;</p> <p>(e) Demonstrate competency and proven track record of achieving outcomes;</p> <p>(f) References from past and present clients;</p>	<p>Weighting 25%</p>	
	<p>“Relevant Experience”</p>	<p>Tick if attached <input type="checkbox"/></p>
<p>B) Price</p>	<p>Weighting 45%</p>	
<p>C) Tenderer’s Resources & Availability Tenderers should demonstrate their ability to supply and sustain the necessary:</p> <p>(a) Plant, equipment and materials; and</p> <p>(b) Any contingency measures or back up of resources including personnel (where applicable).</p> <p>As a minimum, Tenderers should provide a current commitment schedule and plant/equipment schedule in an attachment and label it “Tenderer’s Resources”.</p>	<p>Weighting 10%</p>	
<p>D) Quality of Plant Describe the plant intended to be used by you in providing the services.</p>	<p>Weighting 10%</p>	

E) Backup Plant Describe the plant and availability intended to be used as back-up by you in providing the services should your plant fail.	Weighting 5%
F) Non-Reliance on Sub-Contractors Describe your intended reliance on sub-contractors intended to be used by you in providing the services.	Weighting 5%

4.4 PRICE INFORMATION

4.4.1 PRICE SCHEDULE

Tenderers must complete the following price schedule. Before completing the Price Schedule, Tenderers should read the entire Request for Tender. The prices entered shall fully cover all the obligations of the Contractor under the Contract.

The Principal offers no guarantee for the number of services (mobile garbage bins) to be collected.

	MGB Units	Price Tendered (per unit)	Total Tendered Price (per collection)	Total Tendered Price (per year)
WEEKLY KERBSIDE REFUSE COLLECTION				
<u>Residential MGBs</u> Wickepin Yealering Harrismith Tincurrin				
<u>Commercial MGBs</u> Wickepin Yealering Harrismith Tincurrin				
<u>Street Bins and Public Buildings MGBs</u> Wickepin Yealering Harrismith Tincurrin				
WEEKLY KERBSIDE RECYCLING MATERIAL COLLECTION				
<u>Residential MGBs</u> Wickepin Yealering Harrismith Tincurrin Commercial Bins Recycling Yard Bins				
<u>Transfer Stations</u> Transfer Station Bulk Bins				
TOTAL TENDERED PRICE (per year)				

5 APPENDIX A – GENERAL CONDITIONS OF CONTRACT

GOVERNING LAW

The Contract shall be governed by the laws of the State of Western Australia and the parties hereby submit to the exclusive jurisdiction of the courts of the State.

INTERPRETATION

For the purpose of this contract:

“**Clause**” means a clause of these General Conditions.

“**Contract**” means the document which constitutes or evidences or, as the case may be, all the documents which constitute or evidence the final and concluded agreement between the Principal and the Contractor.

“**Contractor**” means the person or persons, corporation or corporations, who contract to supply the Works the subject of the Contract.

“**Contract Sum**” means where payment is to be made on a Monthly Basis, is the sum which is stated in the contract to be payable to the Contractor for the provision of the Works and the performance of the obligations of the Contractor under the Contract but excluding any additions or deductions, which may be required to be made pursuant of the Contract.

“**Officer**” means any officer or person authorised by the Shire of Wickepin and notified to the Contractor as an authorised officer for the purpose of this Contract.

“**Principal**” means the Shire of Wickepin

“**Services**” means the whole of the services, tasks, work and requisites to be supplied rendered provided or performed by the Contractor including all variations provided for by the Contract as more fully set out in the Contract.

“**Specifications**” means any Special Conditions, Technical Specifications and Schedules forming part of the Contract; and such Specifications shall be read with these General Conditions of Contract as an integral part of the Contract, but in the event of any inconsistency between the Specifications and these General Conditions the former shall (unless the Contract otherwise provided) prevail.

“**Superintendent**” means the person appointed by the Principal to be the Superintendent and shall include any person notified to the Contractor as the representative of the Superintendent for the purposes of the Contract.

“**Works**” means the whole of the work to be carried out and completed in accordance with the Contract, including variations provided for by the Contract.

5.1 RISE AND FALL ADJUSTMENT

The Contract shall not be subject to rise and fall adjustment in costs.

5.2 SERVICE OF DOCUMENTS

Any notice to be given to the Contractor under the terms of the Contract, shall be served by:

- (a) sending by post, or
- (b) leaving the notice at the address given in the tender.

When posted in a prepaid letter, shall be deemed to have been duly received at the time at which the notice would have reached that address in the ordinary course of post.

5.3 MATERIALS, LABOUR AND CONSTRUCTIONAL PLANT

The Contractor shall provide all materials, labour, plant, equipment, tools and everything else necessary for the Works.

The Contractor shall take upon itself the whole risk of executing, completing and maintaining the Works in accordance with these Conditions, the drawings and specification (if any) and such orders as the Superintendent may issue.

The Contractor shall be solely liable for loss or damage to the Works from any cause whatsoever (except loss or damage caused by any negligent act or omission of the Principal, the Superintendent or the employees, professional consultants or agents of the Principal) until the Superintendent has certified that the whole of the Works have been satisfactorily completed by the Contractor.

5.4 ASSIGNMENT AND SUBCONTRACTING

The Contractor shall not, without the prior written approval of the Principal assign, mortgage, charge or encumber the Contractor or any part thereof or any benefit or moneys or interest there under.

The Contractor shall not sub-contract any part of the work under the Contract unless it has made prior application in writing to the Principal giving full particulars of the part of the work under the Contract it wishes to sub-contract and of the proposed sub-contractor and it has obtained the written approval of the Principal.

5.5 STATUTE REQUIREMENTS

The Contractor shall comply with the provisions of all relevant Acts, regulations, by-laws, orders and proclamations made or issued under any such Act and with the lawful requirements of public and other authorities in any way affecting or applicable to the Works or the execution of the work under the Contract.

The Contractor shall give all notices necessary to comply with the aforesaid requirements and shall pay and bear all fees payable in connection therewith.

5.6 INSURANCE

5.6.1 The contractor shall be solely responsible for the services and shall bear the sole risk for any loss or damage whether to any person or property caused by or resulting from, directly or indirectly, any act or omission of the contractor or any default or negligence by the contractor.

5.6.2 The contractor shall indemnify and keep indemnified the Principal from and against any loss or damage and against all claims, demands, proceedings, costs, charges and expenses whatsoever arising out of any act or omission of the contractor or any default by the contractor or any default by the contractor

5.6.3 The contractor shall, at the contractor's own expense, procure and maintain and shall ensure that all sub-contractors procure and maintain the following insurance, such insurance shall be specifically endorsed so that it is deemed primary to any insurance effected by on behalf of the Principal and shall contain a cross liability clause which shall treat each of the insured parties as if a separate policy had been issued to them:

- (a) Public liability insurance for an amount of not less than \$20m for any on accident or occurrence in the name of the Principal and the contractor.

- (b) Third party property damage insurance of not less than \$20 million in respect of any motor vehicles, plant or equipment used in the performance of the contracted services.
- (c) If the Contractor or any sub-contractor employs any person or persons to perform the services or any part thereof, documentation certifying current workers compensation insurance, public liability insurance and third party property damage by the Contractor must be provided to the Principal before commencement of services.
- (d) If the Contractor any sub-contractor employs any person or persons to perform the services or any part thereof, awareness and compliance of the Principal's occupational safety and health guidelines and policy must be empowered and acknowledged.
- (e) Any other insurance which is required by the laws of the Commonwealth of Australian and State of Western Australia and as amended by these guidelines following its review.

5.7 CONTRACTOR'S REPRESENTATIVE

Execution of the Works shall be supervised by the Contractor personally, or by an approved competent person employed by the Contractor whose name shall be notified to the Superintendent in writing. The Contractor or its authorised representative shall be on the site whenever necessary, as determined by the Superintendent, to provide adequate supervision of the execution of the Works. Any order given by the Superintendent to the Contractor's authorised representative shall be deemed to be an order given to the Contractor.

5.8 VARIATIONS

If, at any time during the progress of the work under the Contract, the Superintendent determines that the form, quality or quantity of the work under the Contract should be varied the Superintendent may order the Contractor to increase, decrease or omit any part of the Work under the Contract or change the character or quality of any material or work.

The rate or price payable for the variation shall be determined by agreement between the Contractor and the Superintendent, and shall be taken into account in determining the final contract sum.

5.9 PAYMENTS

Monthly on presentation of a tax Invoice at the contract agreed amount.

Where an amount for Liquidated Damages is specified and if the Contractor shall fail to complete the Works within the time specified or such extended time as shall be allowed by the Superintendent, then the Contractor shall pay the Principal the sum specified as Liquidated Damages, for such default, and not as or in the nature of a penalty, for every week or part of a week by which completion of the Works is delayed.

5.10 CONDITIONS OF EMPLOYMENT

Any person who for the purpose of his, her or its trade or business employs a worker or employee upon or in connection with any part of the Works, shall be required to observe all the conditions of the relevant award applicable to that trade or business or of a registered workplace agreement. For the purpose of this clause:

- (a) "**Award**" means an award or industrial agreement as so defined under the *Industrial Arbitration Act 1912* and amendments, or the *Conciliation and Arbitration Act 1904* and amendments;
- (b) "**Employee**" has the meaning ascribed to it in the *Conciliation and Arbitration Act 1904* and amendments;

- (c) “**Worker**” has the meaning ascribed to it in the *Industrial Arbitration Act 1912* and amendments; and
- (d) “**Workplace Agreement**” means an agreement registered under section 31 of the *Workplace Agreements Act 1993*.

5.11 PAYMENT OF WORKERS WAGES AND ALLOWANCES

The Principal may require the Contractor to make and deliver to the Principal a statutory declaration that all workers who are or at any time have been engaged on the work under the Contract have been paid in full all amounts which have become payable to them under any statute, ordinance of subordinate legislation, or by any relevant, determination, judgment or order of any competent court, board commission or other industrial tribunal.

5.12 DEFAULT OR BANKRUPTCY OF CONTRACTOR

If the Superintendent shall certify to the Principal that the Contractor has failed to commence the Works within the period specified or has failed to carry out the Works at a rate of progress satisfactory to the Superintendent or has neglected or omitted to carry out any instructions of the Superintendent in respect of the Works or has failed to complete the whole of the Works within the time specified for completion or such extended time as the Superintendent may approve or has intimated that it is unwilling or unable to complete the Works or has committed an act of bankruptcy the Principal may, by giving seven days notice in writing, cancel the Contract and all moneys held by the Principal may be utilised by the Principal for the purpose of completing the Works.

5.13 SETTLEMENTS OF DISPUTES

All disputes or differences between the Principal or the Superintendent on behalf of the Principal and the Contractor arising out of the Contract of concerning the performance or non-performance by either party of its obligations under the Contract whether raised during the execution of the Work under the Contract or after the completion of the Works shall be referred to an arbitrator who shall be either -

- (a) Mutually agreed upon by the parties in writing; **or**
- (b) In the absence of that agreement one of at least three persons none of whom shall be an employee of the Principal or the Contractor or have had any association with the work under the Contract whose names are submitted in writing by the Principal for selection by the Contractor, **or**
- (c) In the absence of that selection; by an arbitrator appointed in accordance with the provision of the laws of Western Australia.