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# REQUEST FOR TENDER

## for the provision of general services

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<b>RFT number</b>	RFT24JH20-SOR
<b>Request for Tender</b>	Provision of tyre collection and recycling services
<b>Deadline</b>	2:00 PM AWST, Wednesday 1 May 2024 <i>Tenders received after the above deadline will not be accepted.</i>
<b>Method of delivery</b>	<b>Electronic Tender box:</b> <a href="https://www.tenderlink.com/swancity/">https://www.tenderlink.com/swancity/</a> <i>Hardcopy, email and facsimile Tenders will not be accepted.</i>

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## PART 1 PRINCIPAL'S REQUEST

### 1.1 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>Contractor:</b>	The Tenderer whose offer has been accepted by the Principal with or without modification.
<b>Deadline:</b>	The deadline for lodgement of your Tender.
<b>Defects Liability Period:</b>	The period of time beginning on the date of completion and ending on the expiry of the time stated in the Contract.
<b>General Conditions of Contract:</b>	Means the General Conditions of Contract nominated in Part 3.
<b>Letter of Award:</b>	Means the written notice of acceptance of the Tender.
<b>Offer:</b>	Your offer in response to this Request, to supply the Requirements.
<b>Principal:</b>	City of Swan.
<b>Principal's Representative:</b>	The person nominated by the Principal or other person from time to time appointed in writing by the Principal to act as the Principal's Representative for the purposes of the Contract.
<b>Request:</b>	This document.
<b>Requirements:</b>	The detailed statement of works and/or services that the Principal requests you to provide if selected.
<b>Selection Criteria:</b>	The criteria used by the Principal in evaluating your Tender.
<b>Special Conditions:</b>	The additional contractual terms.
<b>Superintendent:</b>	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.
<b>Tender:</b>	Your completed Offer, response to Selection Criteria and Attachments.
<b>Tender Period:</b>	The time between advertising the Request and the Deadline.
<b>Tenderer:</b>	Someone who has or intends to submit an Offer to the Principal.

## 1.2 Contract Requirements in brief

The Principal is seeking suitably qualified and experienced Tenderers for the provision of tyre collection and recycling services.

The Principal will not be submitting an in-house Tender.

A full statement of the works and services required under the proposed Contract appears in Part 5 of this Request.

## 1.3 Tender documents

This Request for Tender is comprised of the following parts:

Part 1 — Principal's Request (read and keep this part)

Part 2 — Conditions of tendering (read and keep this part)

Part 3 — General Conditions of Contract (available from the City of Swan website [www.swan.wa.gov.au](http://www.swan.wa.gov.au))

Part 4 — Special conditions of Contract (read and keep this part)

Part 5 — Requirements (read and keep this part)

Part 6 — Tenderer's Offer (complete and return this part – **important: refer clause 2.2**) Schedules (read and keep/return this part as applicable).

Reference documents:

- (a) Western Australian Building and Construction Industry Code of Conduct 2016
- (b) Code for the Tendering and Performance of Building Work 2016 (Cth)
- (c) Australian Standard Code of Tendering AS 4120–1994
- (d) Australian General Conditions of Contract AS 4000–1997 (if referenced in Part 3 above).

## 1.4 How to prepare your Tender

- (a) Carefully read all parts of this document
- (b) Ensure you understand the Requirements (see Part 5)
- (c) Complete the Offer (see Part 6) in all respects and attach your Attachments
- (d) Make sure you have signed the Offer and responded to all of the Selection Criteria
- (e) Lodge your Tender before the Deadline.

## 1.5 Contact person

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

<b>Contractual enquiries</b>	
Name:	Contracts and Procurement Manager
Telephone:	(08) 9267 9043
Email:	<a href="mailto:tenders@swan.wa.gov.au">tenders@swan.wa.gov.au</a>

## 1.6 Pre-qualification requirements

Not applicable.

## 1.7 Briefing / site inspection

Not applicable.

## 1.8 Evaluation process

This is a Request for Tender (RFT).

The Tender will be evaluated using information provided in the 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 (e.g. completed Offer form and Attachments) may be excluded from evaluation
- (b) Tenders are assessed against the Selection Criteria. Contract costs are evaluated, e.g. 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 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 Offer is considered the most advantageous to the Principal.

## 1.9 Evaluation of Alternative Offers

An Alternative Offer is an offer that proposes qualifications, conditions, terms, specifications, material, quality of work or any other thing not strictly conforming to the details and terms in the Request for Tender.

An Alternative Offer must:

- (a) be a complete proposal
- (b) be clearly marked 'ALTERNATIVE OFFER'
- (c) be accompanied by a conforming Offer
- (d) fully describe how it departs from the requirements set out in the Request for Tender
- (e) fully describe how it differs from the conforming Offer, including any price differences.

The Principal is not obliged to, and may in its absolute discretion elect not to consider any Alternative Offer, regardless of whether it meets the requirements of this clause.

**1.10 Selection Criteria**

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

The assessment of the Tender will be undertaken using marginal cost-benefit analysis which takes into account compliance criteria, qualitative criteria and price.

The Contract will be awarded to a sole Tenderer that best demonstrates the ability to provide quality services at a competitive price. The Tendered prices will be assessed with the following compliance and qualitative criteria to determine the most advantageous outcome to the Principal.

See Part 6 of this Request to address the Selection Criteria.

**1.10.1 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.

The Principal reserves the right to accept, what is in its opinion, a Tender that practically conforms with the Requirements of the Request.

Description of compliance criteria	Yes/No
(a) Compliance with the Requirements contained in this Request.	Yes/No
(b) Compliance with the conditions of tendering contained in this Request.	Yes/No
(c) Compliance with the delivery date/time of lodging the Tender.	Yes/No
(d) Compliance with and completion of the price schedule(s).	Yes/No
(e) Compliance with the requirement to provide financial information as requested by the Principal as specified within clause 6.2.6.	Yes/No
(f) Compliance with the requirement to provide the relevant occupational safety and health documentation within the required timeframe as specified in Schedule A.	Yes/No
(g) Provide evidence that Tenderer is currently accredited or working towards accreditation with Tyre Stewardship Australia.	Yes/No

**1.10.2 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:

Description of criteria	Weighting
(a) Demonstrate your organisation's experience in supplying similar works and services.	40%
(b) Demonstrate the skills and experience of key personnel to be used on this project.	20%
(c) Provide an outline of the methodology to be used in supplying the Requirements.	40%

#### 1.10.3 Past performance of a Tenderer

In the event a Tenderer has previously completed work for the Principal, past performance may be taken into consideration in determining the award.

#### 1.10.4 Exclusivity of goods or services

A Contract does not provide exclusivity to the Contractor for the provision of the goods or services listed within the Requirements.

#### 1.10.5 Price considerations

##### **Non-weighted price criteria**

The Contract is expected to be awarded to the Tenderer who best demonstrates the ability to carry out the required works and services, on time and at a competitive price that will have the most advantageous outcome to the Principal. The Tendered price will be considered along with related factors affecting the total cost to the Principal, e.g. the Principal's contract management costs, in assessing the best value for money outcome. This means that, although price is considered, the Tender containing the lowest price will not necessarily be accepted, nor, necessarily, will the offer ranked the highest on the qualitative criteria.

### **1.11 Local government policies and practices that may affect selection**

The following local government policies and practices may affect this selection:

POL-C-116 City of Swan Procurement Policy

<https://www.swan.wa.gov.au/Your-Council/Tendering/Policies-and-Procedures>

MP-001 Occupational Safety, Health and Injury Management

<https://www.swan.wa.gov.au/Your-Council/Tendering/Policies-and-Procedures>

## 1.12 Price basis

### Schedule of rates – variable price(s)

All prices for services offered under this Request shall be variable after the initial twelve (12) months.

All prices shall vary according to the variation mechanism outlined below:

Varied annually on the anniversary date of the Contract. The variation is in accordance with the annual movement of the Consumer Price Index (CPI) – Perth all groups CPI as published for the quarter immediately preceding the Contract anniversary.

Refer to <http://www.abs.gov.au/> for further information.

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

## PART 2 CONDITIONS OF TENDERING

### 2.1 Code of conduct

In consideration of being permitted to Respond, the Tenderer promises as a fundamental condition that it will act in accordance with the Western Australian Building and Construction Industry Code of Conduct 2016 and Code for the Tendering and Performance of Building Work 2016 (Cth) for this Request for Tender and in any Contract arising out of this Request for Tender.

The Tenderer also promises to comply with the Australian Standard Code of Tendering: AS 4120–1994. The Principal may require the Tenderer to make the attestation prescribed in Section 7.5 — AS 4120–1994 which deals with malpractice.

### 2.2 Delivery method

Tenders must be uploaded to the City of Swan's e-tendering portal:  
<https://www.tenderlink.com/swancity/>

Tenders delivered by hand or submitted by email or facsimile **will not** be accepted.

### 2.3 Lodgement of Tender

Tenders must be lodged by the Deadline. Tenders that are not in the e-tendering facility at the Deadline will not be considered for evaluation.

### 2.4 Format and number of copies required

Tenderers must ensure that they have uploaded one (1) complete electronic Tender in PDF format or in a format readable by Microsoft Office 2007.

Tenderers must note a limitation of up to two gigabytes (2GB) applies per submission within the City of Swan's e-tendering portal.

### 2.5 Rejection of Tenders

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

### 2.6 Late Tenders

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

### 2.7 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 price Tender and may reject any or all Tenders submitted.

### 2.8 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 (WA)* or under a Court order.

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

## 2.9 Tender validity period

All Tenders shall remain valid and open for acceptance for a minimum period of ninety (90) days from the Deadline.

## 2.10 *Building Services (Registration) Act 2011 (WA)*

If applicable, Tenderers shall evaluate the work required under the Contract and ensure that they are able to meet the requirements of the *Building Services (Registration) Act 2011 (WA)*. If the works required under this Contract are subject to meeting the requirement of this act the Principal will contract only with a Tenderer that is registered under this act at the time that the Request closes. Tenderers conditionally registered under this act will only be considered where the conditions imposed on their registration do not conflict with the requirements of this Contract.

## 2.11 General Conditions of Contract

Tenders shall be deemed to have been made on the basis of and to incorporate the General Conditions as referred to in Part 3 of this Request.

## 2.12 Precedence of documents

In the event of there being any conflict or inconsistency between the General Conditions of Contract and the conditions within any purchase order issued by the Principal, the General Conditions of Contract in this Request shall have precedence.

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

## 2.13 Presentation of Tender documents

The Requirements have been collated by mechanical means and Tenderers should check to ensure that it includes all pages which are numbered consecutively and that all drawings, schedules and other supplements referred to are also included.

Drawings, schedules and attachments that have been referred to in any section of the Requirements are available as separate electronic files, which can be downloaded from the City of Swan e-Tendering portal and shall be read with the section to which they refer.

## 2.14 Payment of industry training fund levy

Not applicable.

## 2.15 Registration or licensing of contractors

Where an act or ordinance of the state of Western Australia requires that a Contractor (as defined by the act or ordinance) be registered or licensed to carry out the work described in the Tender documents, the Tenderer shall state on the tender form in the space provided, its registration or license number.

The Tender may not be considered if the Tenderer fails to provide such registration or license number.

## 2.16 Goods and services tax

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

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

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

## 2.17 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. All values are to be in Australian dollars (AUD) and do not include the GST.

## 2.18 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.

## 2.19 Site allowances

This Contract is not subject to adjustment for site allowances.

## 2.20 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 Tender including quoted 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.

## 2.21 Alterations

The Tenderer **shall not alter or add** to this Request **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 this Request before the Deadline. The Principal at its absolute discretion will determine whether a matter is a matter of significance.

The Tenderer shall acknowledge with its Tender the receipt of each addendum to the Request issued by the Principal and received by the Tenderer during the Tender Period.

## 2.22 Financial information and risk assessment

The Principal may have access to and give consideration to any risk assessment undertaken by Illion Australia, or any other credit rating agency; and 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.

## 2.23 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.

## 2.24 Canvassing of councillors or staff

If a Tenderer, whether personally or by an agent, canvasses any of the Principal's staff, 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.

## 2.25 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 6 and whose execution appears on the Offer by Tenderer in Part 6 of this Request. Upon acceptance of the Tender, the Tenderer shall become the Contractor. Therefore the Tenderer must be a single legal entity with which the Principal can enter into a contract.

## 2.26 Tender closing

All Tenderers and any member of the public may attend or be represented at the opening of Tenders. The Principal requests that anyone wishing to attend the closing of Tenders, advise the Principal via email to [tenders@swan.wa.gov.au](mailto:tenders@swan.wa.gov.au).

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 closure will be held at City of Swan Administration Centre, 2 Midland Square, Midland WA.

NOTE: This is a viewing of the 'closing' of Tenders only and Tender documents and prices will not be available.

## 2.27 Release of liability

All Tenderers release the Principal from all liability in relation to the Request for Tender and must not make any claim against the Principal arising out of the exercise or failure of the Principal to exercise or perform any rights, obligations or duties under this Request for Tender.

**2.28 No legal relationship**

The Tenderer acknowledges and agrees that neither this Request for Tender, the receipt and assessment of the Tenderer's Offer gives rise to contractual obligations or any other legal relationship between the Principal and the Tenderer. It is only upon receipt of the Letter of Award that a legal relationship arises between the Principal and the successful Tenderer.

**2.29 Costs incurred**

All costs and expenses incurred by the Tenderer in anyway associated with this Request for Tender including the development, preparation and submission of the Offer, will be borne entirely and exclusively by the Tenderer.

**PART 3 GENERAL CONDITIONS OF CONTRACT****3.1 Terms and conditions of Contract**

The Contract is subject to the following General Conditions of Contract:

City of Swan General Conditions of Contract for the Provision of Services (GCC - SER – V20032023) which are available from City of Swan website —  
<https://www.swan.wa.gov.au/Your-Council/Tendering/Policies-and-Procedures>

## PART 4 SPECIAL CONDITIONS OF CONTRACT

### 4.1 Period of Contract and termination

#### Period Contract:

The Contract shall be in force for the period of thirty-six (36) months from 30 July 2024.

Where this contract is not considered a Small Business Contract under section 23.4 of the Australian Consumer Law, the Principal reserves the exclusive right to extend the Contract. In all other circumstances, an extension option shall only be exercised upon the mutual agreeance by the Principal and Contractor.

The Contract may be extended by a further twenty-four (24) months at the end of the initial thirty-six (36) month period to a maximum total period of sixty (60) months.

### 4.2 Insurances

The successful Tenderer and its subcontractor(s) (if any) will be required to effect (and submit copies of certificates of currency for):

- (a) public liability insurance in the sum of at least ten million dollars (\$10,000,000) in respect to any one (1) claim and unlimited in the number of occurrences for all claims arising in any twelve (12) month period of insurance
- (b) workers compensation insurance as required by law

for the duration of the Contract, or satisfy the Principal of its ability to meet obligations arising from the indemnity provisions of the Contract.

The successful Tenderer and its subcontractor(s) (if any) shall lodge certificates of proof the required insurance policies with the Principal before the commencement of the services provision, where there is any alteration to the insurance policies, when insurance policies are renewed and at such other times as the Principal may require.

### 4.3 Safety induction

The Contractor will be required to undertake and successfully complete the City of Swan online contractor safety induction course prior to commencement of any works on site available from

<https://www.avelingonline.com.au/enrollIntoCitySwanInduction.html>

Evidence of successful completion will be requested on awarding of the Contract and must be completed within fourteen (14) days from the date of the Letter of Award. No work under Contract can commence until evidence of this requirement has been received by the Principal. All costs associated with undertaking this course is borne by the Contractor.

### 4.4 General instructions

The Contractor shall comply with the general instructions as outlined in Schedule E.

### 4.5 Statement of ethics

The Contractor shall understand and complete works in accordance with the City of Swan statement of business ethics for Contractors and suppliers, available from the City of Swan website — <https://www.swan.wa.gov.au/Your-Council/Tendering/Policies-and-Procedures>

## PART 5 REQUIREMENTS

### 5.1 Background

- 5.1.1 The Principal operates a large fleet of vehicles that provide a wide range of services and support to residents, businesses and the local community. The Principal's fleet of vehicles includes passenger cars and utility vehicles, buses, light, medium and heavy trucks including waste recovery trucks, and various plant including earthmoving equipment and tractors. Operational requirements result in a high rate of wear and tear to tyres fitted to these fleet vehicles.
- 5.1.2 As part of waste services the Principal also operates two recycling centres in Bullsbrook and Malaga, where residents are able to drop off tyres for collection and recycling.
- 5.1.3 Operational crews also gather tyres from area clean ups and those that are illegally dumped within the City of Swan. These are temporarily stored at the Principal's materials yard in Middle Swan for collection and recycling.

### 5.2 Scope of work

- 5.2.1 The Principal is seeking a suitably qualified and experienced Contractor for the collection and recycling of tyres from nominated sites throughout the City of Swan.
- 5.2.2 Tenderers must be currently accredited or working towards accreditation as a recycler under Tyre Stewardship Australia (TSA), as per the compliance criteria of this Request. The Contractor must effect and maintain TSA accreditation with TSA throughout the term of this Contract.
- 5.2.3 Tenderers must provide information on collection services, including if they will be completed inhouse or subcontracted to a third party, as per the Methodology qualitative criteria of this request.
- 5.2.4 The nominated sites requiring collection and recycling of tyres under this Contract will include:
  - (a) Material Yard located at and accessible via Bishop Road, Middle Swan WA as indicated as location "A" on Image 1
  - (b) Operations Depot located corner of Bishop Road and Great Northern Highway, Middle Swan WA as indicated as location "B" on Image 1
  - (c) Bullsbrook Recycling Centre located at 121 Stock Road, Bullsbrook WA
  - (d) Malaga Recycling Centre located at 7 Cogla Street, Malaga WA.
- 5.2.5 Services will be requested by the Principal via email on an adhoc basis to manage tyre quantities at the nominated sites.
- 5.2.6 The Contractor is responsible for providing all labour, material, equipment, fuel and delivery required to fulfill the Contract Requirements. All costs associated with the services required under the Contract must be incorporated into rates provided in the price schedules as per clause 6.4.2 of this Request.



**Image 1:** Aerial Map of nominated sites “A” and “B”.

### 5.3 Australian legislation

5.3.1 The Contractor must perform all services under the Contract in accordance with the following legislation and their revisions throughout the term of the Contract:

- (a) Environmental Protection Regulations 1987 (WA)
- (b) Environmental Protection (Controlled Waste) Regulations 2004 (WA)
- (c) *Environmental Protection Act 1986 (WA)*
- (d) *Waste Avoidance and Resource Recovery Act 2007 (WA)*.

### 5.4 Standard operating hours

5.4.1 The Principal’s standard operating hours for works completed under this Contract will be 6.00am to 4.30pm Monday to Friday, excluding public holidays. The Contractor must schedule and perform all works during the standard operating hours, unless otherwise approved by the Principal.

- 5.4.2 The nominated sites as per clause 5.2.4 can be accessed as per the following days and times, unless otherwise advised by the Principal:

Site:	Days:	Times:
Material Yard	Monday to Friday	6.30am to 3.30pm
Operations Depot	Monday to Friday	6.30am to 3.30pm
Bullsbrook Recycling Centre	Thursday to Friday	8.30am to 4.30pm
Malaga Recycling Centre	Thursday to Friday	8.30am to 4.30pm

## 5.5 Collection services

- 5.5.1 The types and sizes of tyres requiring collection under the Contract will vary, the most common tyre types have been nominated in the price schedules as per clause 6.4.2 of this Request.
- 5.5.2 The Principal may request removal of tyre type/s that are not included in the price schedule. In these instances, the Contractor must provide a rate for the unlisted tyre type. The Contractor is entitled to nominate a percentage mark-up for the collection of these unlisted tyres in Price Schedule C, as per clause 6.4.2 of this Request.
- 5.5.3 No services may be carried out by the Contractor, without first receiving a written request from the Principal.
- 5.5.4 The following instructions must be followed when attending the Material Yard:
- (a) Enter Material Yard, Bishop Road, Middle Swan
  - (b) Turn on vehicle beacons (requirement to enter site)
  - (c) Two-way radio the depot loader operator on channel 25UHF. Ask for the loader operator, announce arrival and await instructions (if applicable).
  - (d) Ensure all parties exiting the vehicle are wearing appropriate personal protective equipment (PPE) and clothing (PPC)
  - (e) Abide by depot loader operator's instruction or await assistance as required.
- 5.5.5 The following instructions must be followed when attending the Operations Depot:
- (a) Enter Operations Depot from Bishop Road, Middle Swan
  - (b) Use call button and advise of attendance
  - (c) Turn on vehicle beacons (if applicable)
  - (d) Ensure all parties exiting the vehicle are wearing appropriate personal protective equipment (PPE) and clothing (PPC)
  - (e) Abide by Principal's instruction or await assistance as required.

- 5.5.6 The following instruction must be followed when attending the Bullsbrook Recycling Centre:
- (a) Enter Bullsbrook Recycling Centre and report to the gatehouse operator
  - (b) Follow the gatehouse operator's instructions
  - (c) Turn on vehicle beacons (if applicable)
  - (d) Ensure all parties exiting the vehicle are wearing appropriate PPE and PPC.
- 5.5.7 The following instructions must be followed when attending the Malaga Recycling Centre:
- (a) Enter Malaga Recycling Centre and report to the gatehouse operator
  - (b) Follow the gatehouse operator's instructions
  - (c) Turn on vehicle beacons, if applicable
  - (d) Ensure all parties exiting the vehicle are wearing appropriate PPE and PPC.

## 5.6 Recycling services

- 5.6.1 All tyres collected under the contract must be recycled in accordance with the TSA.
- 5.6.2 Tenderers must provide information on how tyres are proposed to be recycled in accordance with the TSA in their submission, as per the Methodology qualitative criteria of this request.

## 5.7 Tyre rims

- 5.7.1 Some tyres requiring collection and recycling may still be fitted to rims.
- 5.7.2 In this instance the Contractor must:
- (a) Collect the tyre on rim from nominated site
  - (b) Separate tyre from rim at the Contractor's depot
  - (c) Return the rim to the Principal's Material Yard and deposit in the nominated scrap metal hook lift bin
  - (d) Process the tyre for recycling.
- 5.7.3 Rims must be returned within fourteen (14) days of tyre collection, or as otherwise agreed in writing by the Principal.
- 5.7.4 The Contractor may stockpile rims from multiple nominated sites and return in a single trip, as per clause 5.7.3.
- 5.7.5 When completing works under clause 5.7.2 (c) the Contractor is entitled to charge a return trip from their depot to the Principal's material yard to return

the separated rim/s, as per Price Schedule A line 5. This rate will only be applicable per trip and not per rim returned.

## 5.8 Reporting

5.8.1 The Contractor will be required to record information on a tracking excel spreadsheet and report this data to the Principal. Data may be compiled over time (e.g. monthly) or as otherwise agreed with the Principal. Data provided should include – but is not limited to – the following:

- (a) Date of collection
- (b) Collection site
- (c) Number of tyres and types collected
- (d) Number of rims returned
- (e) Date of corresponding rim return.

## 5.9 Timeframe

- 5.9.1 The Contractor must collect the required tyres within two (2) working days of the Principal's written request in accordance with clause 5.4.2 or as otherwise agreed with the Principal.
- 5.9.2 The Contractor must advise if the tyres cannot be collected within the agreed timeframe.
- 5.9.3 If the Contractor cannot complete services within the agreed timeframe, the Principal reserves the right to seek an alternative Contractor to complete the services.
- 5.9.4 A Principal's Representative must be in attendance at the nominated locations for tyre collection and rim return to occur.

## 5.10 Occupational safety and health requirements

- 5.10.1 The Contractor must conduct all services in accordance with the Principal's Work Health and Safety Handbook for Contractors, published on the Principal's website under the link to Contractor OSH Information Guide <https://www.swan.wa.gov.au/Your-Council/Tendering/Policies-and-Procedures>.
- 5.10.2 The Contractor is responsible for ensuring that wherever practicable, its employees, sub-contractors and any other personnel on site are not exposed to hazards.
- 5.10.3 Prior to the commencement of any works under the Contract, the Contractor must make available to the Principal copies of completed job safety analysis (JSA) and safe work method statement (SWMS) relevant to the works being undertaken.
- 5.10.4 The Contractor must provide all safety equipment, barriers and personal protective equipment that are required to complete all works in compliance with WorkSafe guidelines.

- 5.10.5 The cost of meeting all Contract specific safety and health requirements is borne by the Contractor and is deemed included in the price schedules as per clause 6.4.2 of this Request.

### 5.11 Vehicles and equipment

- 5.11.1 The Contractor must ensure that all vehicles and equipment used to undertake the Contract complies with relevant WHS legislation.
- 5.11.2 The Contractor must ensure that all vehicles and equipment used to undertake the Contract is safely managed during and after use.
- 5.11.3 The vehicle used to perform works under the Contract must be capable of transporting a minimum of 100 passenger tyres.

### 5.12 Invoicing

- 5.12.1 On award of the Contract, the Principal shall provide the Contractor with a Contract number.
- 5.12.2 The Principal will provide the Contractor with an annual standing purchase order number.
- 5.12.3 The Contractor must reference the Contract number and annual standing purchase order number on all correspondence and invoices.
- 5.12.4 All invoices must be submitted to [Operations.FWSGeneral@swan.wa.gov.au](mailto:Operations.FWSGeneral@swan.wa.gov.au) and detail the following:
- (a) Contract number
  - (b) Purchase order number
  - (c) Principal representative's name
  - (d) Description of services and nominated site
  - (e) Date of service completion
  - (f) Quantity of tyres collected
  - (g) Breakdown of costs as per the price schedules, as per clause 6.4.2 of this Request.
- 5.12.5 All invoices must be forwarded to the Principal by the Contractor within seven (7) days of completion of services.

**PART 6 TENDERER'S OFFER****6.1 Offer form****TO:** The Chief Executive Officer, City of Swan**ENTITY NAME:** \_\_\_\_\_  
(Must include the full business name of the Tenderer including the name of any trustee (individual and/or company), trust, partners, partnership and any business/trading name)**ADDRESS:** \_\_\_\_\_**POSTAL ADDRESS:** \_\_\_\_\_

ABN: \_\_\_\_\_ ACN (if any): \_\_\_\_\_

Telephone No: \_\_\_\_\_ E-mail: \_\_\_\_\_

Website (if any): \_\_\_\_\_

In relation to RFT24JH20-SOR – Provision of tyre collection and recycling services, I/we agree that I am/we are bound by, and will comply with:

- (a) This Request and its associated schedules, attachments, all in accordance with the conditions of tendering contained in this Request signed and completed.
- (b) All Tenders shall remain valid and open for acceptance for a minimum period of ninety (90) days from the date of the Request closing unless extended on mutual agreement between the Principal and the Tenderer in writing.
- (c) There shall be no cost payable by the Principal towards the preparation or submission of this Tender irrespective of its outcome.
- (d) 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**\_\_\_\_\_  
**Witness signature**\_\_\_\_\_  
**Name of authorised signatory (BLOCK LETTERS)**\_\_\_\_\_  
**Name of witness (BLOCK LETTERS)**\_\_\_\_\_  
**Position**\_\_\_\_\_  
**Position**\_\_\_\_\_  
**Address**\_\_\_\_\_  
**Address**

## 6.2 General and corporate information

The Tenderer shall complete and submit all sections of Part 6. Where an item is not applicable it should be marked "N/A" and an explanation provided, where appropriate, of why it is not applicable.

### 6.2.1 Organisation profile and referees

<p>Attach your organisation profile and label it "Attachment 1 – Organisation profile".</p> <p>This profile must include the names of all business owners / company directors as registered with ASIC / office bearers of the organisation.</p> <p>The organisation contained in your organisation profile IS 'the Tenderer'. The Tenderer must be a single legal entity capable of entering into a contractual arrangement in the Tenderer's name.</p>	<p><b>Attachment 1</b></p> <p><input type="checkbox"/></p> <p>Tick✓if attached</p>
<p>If companies are involved, attach an ASIC current company extract for the company (available from <a href="https://asic.gov.au/">https://asic.gov.au/</a>) and label it "Attachment 2 – ASIC documentation".</p> <p>The extract <b>must</b> have been performed within the current financial year and reflect the current company director(s).</p>	<p><b>Attachment 2</b></p> <p><input type="checkbox"/></p> <p>Tick✓if attached</p>
<p>Are you considered a Small Business under section 23(4) of the Australian Consumer Law? A Small Business is defined as having fewer than 100 employees or less than \$10,000,000 of annual turnover.</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>
<p>Attach details of your referees, and label it "Attachment 3 – Referees". You should give examples of work provided for your referees where possible.</p>	<p><b>Attachment 3</b></p> <p><input type="checkbox"/></p> <p>Tick✓if attached</p>

### 6.2.2 Agents

<p>Are you acting as an agent for another party?</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>
<p>If yes, attach details (including name, address, telephone, background information) of your principal and label it "Attachment 4 – Acting as agent".</p>	<p><b>Attachment 4</b></p> <p><input type="checkbox"/></p> <p>Tick✓if attached</p>

### 6.2.3 Trusts

<p>Are you acting as a trustee of a trust?</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>
<p>If Yes, in an attachment labelled "Attachment 5 – Acting as trustee":</p> <p>(a) Give the name of the trust and include a copy of the trust deed (and any subsequent variations or related documents)</p> <p>(b) If there is no trust deed, provide the names and addresses of beneficiaries.</p>	<p><b>Attachment 5</b></p> <p><input type="checkbox"/></p> <p>Tick✓if attached</p>

## 6.2.4 Subcontractors

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 and label it "Attachment 6 – Subcontractors".	<b>Attachment 6</b> <input type="checkbox"/> Tick✓if attached

## 6.2.5 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 is any such conflict of interest likely to arise during the Contract?  For example, do you own land or reside within the City of Swan; have you acted as a consultant for landowners within the City of Swan; do you sit on any committees relevant to this Contract work?	Yes <input type="checkbox"/> No <input type="checkbox"/>
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 "Attachment 7 – Conflict(s) of interest".	<b>Attachment 7</b> <input type="checkbox"/> Tick✓if attached

## 6.2.6 Financial position

Are you presently able to pay all your debts in full as and when they fall due?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Are you currently engaged in litigation as a result of which you may be liable for \$50,000 or more?	Yes <input type="checkbox"/> No <input type="checkbox"/>
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 <input type="checkbox"/> No <input type="checkbox"/>
Attach a financial profile for you and your subcontractors (if any), that demonstrates your (and their) financial capacity, together with a list of financial referees.  This may include annual financial statements (profit and loss, balance sheet, depreciation schedule and accompanying notes) or letter from your accountant/financial institution.  Attach and label "Attachment 8 – Financial profile and referees".  Tenderers may be contacted and requested to provide additional financial information, including – but not limited to – annual financial statements, and <b>must</b> provide this information to the Principal within two (2) business days of the Principal's request. Failure to provide the requested information may render the Tenderer non-compliant.	<b>Attachment 8</b> <input type="checkbox"/> Tick✓if attached

## 6.2.7 Quality assurance

Does your organisation have any quality assurance or quality assurance systems?	Yes <input type="checkbox"/> No <input type="checkbox"/>
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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 labelled "Attachment 9 – Quality assurance".	<b>Attachment 9</b> <input type="checkbox"/> Tick✓if attached

## 6.2.8 Insurance coverage

The insurance requirements for this Request are stipulated within clause 4.2 of this Request. Tenderers are to supply evidence of their insurance coverage in a format as outlined below in "Attachment 10 – Insurance certificates". A copy of the certificates of currency is to be provided to the Principal within fourteen (14) days from the date of award of Contract.	<b>Attachment 10</b> <input type="checkbox"/> Tick✓if attached
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Type	Insurer	Policy No.	Value (\$)	Expiry date
Public liability				
Workers compensation				

Failure to provide details of insurance coverage in accordance with the specified insurance levels stated in clause 4.2 of this Request may eliminate the Tender from consideration at the Principals' discretion.

## 6.2.9 Occupational safety and health

Tenderers must complete Schedule A Tenderer's occupational safety and health management system questionnaire and submit it labelled as "Attachment 11 – OSH questionnaire".	<b>Attachment 11</b> <input type="checkbox"/> Tick✓if attached
Tenderers must complete Schedule B Tenderer's safety record and submit it labelled as "Attachment 12 – Safety record".	<b>Attachment 12</b> <input type="checkbox"/> Tick✓if attached

## 6.3 Response to Selection Criteria

## 6.3.1 Compliance criteria

(a) Have you complied with the Requirements contained in this Request?	Yes <input type="checkbox"/> No <input type="checkbox"/>
(b) Have you complied with the conditions of tendering contained in this Request?	Yes <input type="checkbox"/> No <input type="checkbox"/>
(c) Have you complied with the delivery date/time of lodging the Tender?	Yes <input type="checkbox"/> No <input type="checkbox"/>
(d) Have you complied with and completed the price schedule(s)?	Yes <input type="checkbox"/> No <input type="checkbox"/>

(e) Will you comply with the requirement to provide financial information as requested by the Principal as specified within clause 6.2.6?	Yes <input type="checkbox"/> No <input type="checkbox"/>
(f) Will you comply with the Requirement to provide the relevant OSH documentation within the required timeframe as specified in Schedule A?	Yes <input type="checkbox"/> No <input type="checkbox"/>
(g) Compliance with the requirement to be an accredited recycler and collector with Tyre Stewardship Australia.	Yes <input type="checkbox"/> No <input type="checkbox"/>

### 6.3.2 Qualitative criteria

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

- (a) All information relevant to your answers should be contained within your response 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.
- (d) Tenderers shall address each issue outlined within a qualitative criterion.

<p><b>Relevant experience</b></p> <p>Demonstrate your organisation's experience in completing/supplying similar Requirements. Tenderers shall as a minimum address the following information:</p> <ol style="list-style-type: none"> <li>(a) Provide details of similar work performed, including: <ol style="list-style-type: none"> <li>a. Client</li> <li>b. Length of contract</li> <li>c. Scope of services</li> <li>d. Approximate value</li> <li>e. Challenges and how they were managed.</li> </ol> </li> <li>(b) Copy of Tyre Stewardship Australia accreditation</li> <li>(c) Complete Schedule C and Schedule D.</li> </ol> <p>Supply details in an attachment and label it "Attachment 13 – Relevant experience".</p>	<p><b>Attachment 13</b></p> <p><input type="checkbox"/></p> <p>Tick ✓ if attached</p>
<p><b>Skills and experience of key personnel</b></p> <p>Tenderers should provide as a minimum information of proposed personnel to be allocated to this project, such as:</p> <ol style="list-style-type: none"> <li>(a) Role and responsibilities in the performance of the Contract</li> <li>(b) Personnel experience completing similar services</li> <li>(c) Membership to any professional or business association</li> <li>(d) Any additional information.</li> </ol> <p>Supply details in an attachment and label it "Attachment 14 – Key personnel".</p>	<p><b>Attachment 14</b></p> <p><input type="checkbox"/></p> <p>Tick ✓ if attached</p>
<p><b>Methodology</b></p> <p>Demonstrate an understanding of the Requirements and the proposed methodology to complete works under the Contract. Respondents shall as a minimum address the following information:</p>	<p><b>Attachment 15</b></p> <p><input type="checkbox"/></p>

<p>(a) Provide information on collection services, including if they will be completed inhouse or subcontracted to a third party, as per clause 5.2.3</p> <p>(b) Demonstrate sufficient resourcing of vehicles, equipment and labour to complete services required</p> <p>(c) Demonstrate proposed processes to carry out the services required under the Contract, including:</p> <ol style="list-style-type: none"> <li>a. Site access instructions</li> <li>b. Example job safety analysis (JSA) relevant to the works being undertaken</li> <li>c. Completed safe work method statements (SMWS) relevant to the works being undertaken.</li> </ol> <p>(d) Provide example report that addresses requested data, as per clause 5.8</p> <p>(e) Demonstrate ability to meet timeframes, as per clause 5.9</p> <p>(f) Provide information on how tyres are proposed to be recycled in accordance with the TSA.</p> <p>Supply details in an attachment and label it "Attachment 15 – Methodology".</p>	<p>Tick✓if attached</p>
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#### 6.4 Price information

Tenderers **must** complete clause 6.4.2 of this Request. Before completing the price schedule, Tenderers should read the entire Request.

##### 6.4.1 Price basis

Schedule of rates – variable prices.	Yes <input type="checkbox"/> No <input type="checkbox"/>
Attach price schedule(s) and label "Attachment 16 – Price schedule(s)"	<b>Attachment 16</b> <input type="checkbox"/> Tick✓if attached

Do you agree to the price variation mechanism as per clause 1.12.	Yes <input type="checkbox"/> No <input type="checkbox"/>
If no, please indicate how your proposed price variation mechanism differs from the one outlined above. Supply details and label it "Attachment 17 – Price variation mechanism".	<b>Attachment 17</b> <input type="checkbox"/> Tick✓if attached

##### 6.4.2 Price schedule

This section contains price information in the form that the Principal wishes to receive it. Tenderers must complete the following price schedule. Before completing the price schedule, Tenderers should read the entire Request for Tender.

The price schedule is to be completed in full and in the format as detailed below. All boxes are to be completed in full. Tenderers not wishing to submit prices for an Item should insert "N/A" into the box. Failure to follow instructions implicitly may render the Tender invalid.

**Price schedule A – Schedule of rates for site attendance**

The prices entered shall fully cover all the obligations of the Contractor under the Contract. All quantities listed in the following schedules are **estimates only** and are provided as a guide only. All quantities are subject to change.

Item	Item description	Unit of measure (per)	Price Tendered per unit (ex GST)	GST amount	Price Tendered per unit (inc GST)	Estimated quantity per annum
1	Attendance rate to Material Yard (Middle Swan)	Each				18
2	Attendance rate to Operations Depot (Middle Swan)	Each				8
3	Attendance rate to Bullsbrook Recycling Centre	Each				8
4	Attendance rate to Malaga Recycling Centre	Each				7
5	Rim return rate to Material Yard (Middle Swan)	Each				20

The Principal offers no guarantee as to the quantity of services required.

**Price schedule B – Schedule of rates for tyre collection**

The prices entered shall fully cover all the obligations of the Contractor under the Contract. All quantities listed in the following schedules are **estimates only** and are provided as a guide only. All quantities are subject to change.

Item	Item description	Unit of measure (per)	Price Tendered per unit (ex GST)	GST amount	Price Tendered per unit (inc GST)	Estimated quantity per annum
1	Tyre collection - Passenger vehicle	Per tyre				2,700
2	Tyre collection - 4WD vehicle	Per tyre				1,000
3	Tyre collection - Tractor	Per tyre				4
4	Tyre collection - Truck <4.5t	Per tyre				10
5	Tyre collection - Truck >4.5t	Per tyre				1,500
6	Tyre collection - Heavy plant	Per tyre				1
7	Tyre and rim collection - Passenger vehicle	Per tyre				400
8	Tyre and rim collection - 4WD vehicle	Per tyre				300
9	Tyre and rim collection - Tractor	Per tyre				1
10	Tyre and rim collection - Truck <4.5t	Per tyre				10

11	Tyre and rim collection - Truck >4.5t	Per tyre				10
12	Tyre and rim collection - Heavy plant	Per tyre				1

The Principal offers no guarantee as to the quantity of services required.

### Price Schedule C – Percentage mark-up for unlisted tyre types

The Tenderer shall provide pricing for additional services that fall outside the Requirements contained in this Request.

Item	Item description	Mark-up (%)
1	Percentage mark-up for unlisted tyre types	____%

The Principal offers no guarantee as to the quantity of unlisted tyres requiring collection.

**SCHEDULES****Schedule A.Tenderer's occupational safety and health management system questionnaire**

This questionnaire is assessed as part of the Principal's Tender evaluation process and is to be completed by Tenderers and submitted with their Tender and labelled as "Attachment 11". The objective of the questionnaire is to provide an overview of the status of the Tenderer's safety management system. Tenderers may be required to verify responses contained in their questionnaire by providing evidence of their ability and capacity in relevant matters.

Tenderers may be contacted and requested to provide copies of the relevant documents as covered in the questionnaire. Tenderers must provide this information to the Principal within five (5) working days of this request. Failure to do so may render the Tenderer non-compliant. Alternatively, Tenderers can provide the information with their submission. Tenderers who supply generic OSH documentation may be deemed non-compliant if the documentation does not address all the requirements of the questionnaire.

Required Details	Do you have the following (Yes/No/NA)	Comments
Does your company have a management system certified by a recognized independent authority for Occupational Safety & Health, e.g. AS4801?		
Can you provide copies of licences/certificates of currency for employees working on site for any fixed or mobile plant.		
Can you provide copies of plant and equipment inspections, procedures and registers.		
Can you provide a copy of Manual Task procedure and/or outline of Manual Task Training.		
Can you provide a copy of your PPE Management procedure.		







**Schedule E. General instructions****Advertisements and promotions on site**

The Contractor may erect on the Site, or permit to be erected on site, only those signs:

- (a) required by law
- (b) specified in the Contract documents
- (c) required to identify the Contractor's premises.

The Contractor shall not erect on site, or permit to be erected on site, any other sign, advertisement, promotion or other display without the written approval of the Superintendent.

**Description of the works**

The works comprise tyre collection and recycling services and such other work as shown on the drawings or included in the Requirements.

Premises will/may be occupied during the currency of the Contract. Ensure minimal inconvenience and disturbance to the occupants.

**Work not included**

The following work is not included in the Contract and will be carried out concurrently by others:

- (a) Collection of tyres from public areas for recycling.

**Publicity**

The Contractor shall not issue any information, publication, document or article for publication in any media which includes details of the work under the Contract without the written approval of the Principal.

**Price basis**

The Contractor shall be paid on a schedule of rates basis.

The Contract is not subject to adjustment for rise and fall in costs.

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* (Cth) 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", "taxable supply" and "tax invoice" have the same meanings as in the GST Act.

Where the supply of the works, or any part thereof, is a taxable supply under the GST Act:

- (a) The contract sum shall be inclusive of all applicable GST at the rate in force for the time being

- (b) The contractor shall issue an appropriate tax invoice including GST payable in respect of each instalment of the contract sum. The tax invoice shall contain all information required for a tax invoice under the GST Act and shall bear the ABN of the Contractor.

This provision applies notwithstanding any other provision of the Contract but does not apply if the Contractor is not registered for GST, and is not required to be so registered, under the GST Act.

The Contractor shall at all times observe, perform and comply with all applicable provisions of the GST Act relative to the supply of the work under the Contract.

### **Documents generally, drawings and requirements**

#### Documents

Documents will be provided in digital format only.

#### Drawings

Not applicable.

### **Environmental protection**

#### Noise control

The Contractor shall at all times:

- (a) take adequate measures to control noise on the site
- (b) comply with all statutory requirements relating to control of noise levels on the site and take all necessary precautions to minimise nuisance from noise and vibration and ensure that all subcontractors observe similar care
- (c) arrange their operations and shall provide silencing equipment to plant, at their own expense, to whatever extent is necessary to satisfy the requirements of the Environmental Protection (Noise) Regulations 1997 (WA) in relation to the sound level arising from the Contractor's operations near the boundaries of existing occupied properties.

#### Site control

The Contractor shall at all times:

- (a) comply with the regulations and restrictions imposed by the Superintendent relating to the storage of materials, the routing of construction traffic, the interruption of existing services and facilities and any other regulations in force on the Site
- (b) comply with all statutes, regulations and by-laws relating to the protection of the environment
- (c) obtain written approval from the Superintendent for the formation of any temporary roads, the erection of temporary structures or any Site clearing not specifically documented
- (d) ensure that no trees or shrubs shall be removed or destroyed without the written approval of the Superintendent
- (e) ensure that no fire shall be lit without the written approval of the Superintendent
- (f) store flammable or explosive products in accordance with the relevant statutes and to the approval of the Superintendent.

### Soil erosion

The Contractor shall take all proper precautions to prevent soil erosion from any land used or occupied by the Contractor in the execution of the work under the Contract.

### Dust, dirt, water and fumes

The Contractor shall prevent any nuisance occurring through the discharge of dust dirt, water, fumes and the like on to persons or property.

### Vehicles

All debris, spoil, rubbish or materials shall be suitably contained and covered in vehicles during transportation to or from the site to prevent spillage or contamination of adjoining and other areas or property.

The Contractor shall maintain vehicles, wheels and tracks in a suitable clean condition to prevent transfer of mud onto adjacent streets or other areas.

### Refuse disposal

All Site refuse (including foodstuffs) shall be handled and disposed of in accordance with the requirements of relevant statutes and to the approval of the Superintendent.

### Smoking on construction sites

The Contractor shall at all times ensure that all workers and visitors on the construction site comply with the following policy on smoking.

In respect of construction sites, smoking is prohibited:

- (a) in Site offices, lunchrooms or enclosed toilet facilities
- (b) inside existing premises that are designated as "no smoking" areas.

### Contractor's representative

The Contractor's representative shall have sufficient command of the English language and of Australian construction and technical terminology, to be able to read, converse and receive instructions in English.

### Existing improvements

Where, within the Site there are a range of existing improvements, roads, drainage and other services, the Contractor shall allow to protect and maintain the same throughout the Contract.

The Contractor shall allow for all traffic control measures to maintain the roads in a safe trafficable condition.

### Temporary safety fence

The Contractor shall provide a temporary safety fence as required by the *Work Health and Safety Act 2020 (WA)* and the *Work Health and Safety Regulations 2020* and with any amendments that may be made the act and the regulations.

**Amenities for workers**

The Contractor shall provide all statutory and necessary amenities and sanitary facilities for workers and other persons lawfully upon the Site and remove them on practical completion of the works.

Occupation of any part of the works and site for the provision of worker's amenities shall not be permitted without the prior written approval of the Superintendent.

**Regulations**

The Contractor shall comply with the *Work Health and Safety Act 2020* (WA) (the "Act") and the *Work Health and Safety Regulations 2020* (the "Regulations") and with any amendments that may be made to the Act and Regulations from time to time.

The Contractor shall be solely responsible for ensuring that wherever practicable, its employees and those of the subcontractors and employees of separate contractors, the Principal, Superintendents, and visitors to the Site, are not exposed to hazards.

Attention is drawn to the requirement to supply manufacturers/suppliers safety data sheets (SDS). These sheets should be consistent with the WorkSafe information and format.

A copy of all SDS shall be supplied to the Superintendent with another copy kept on site by the Contractor.

**Chemical information**

The use of chemicals specified or required during the currency of this Contract shall comply with the requirements of the *Work Health and Safety Act 2020* (WA) and associated regulations concerning information on chemical substances.

The Contractor shall ensure manufacturers, importers and suppliers of chemical substances for use on the works, are responsible for providing information on those substances to be used, refer to section 23 of the *Work Health and Safety Act 2020* (WA).

Copies of all information supplied shall be kept on the site.

The Contractor is responsible for passing on information supplied by manufacturers; importers and suppliers of chemical substances to workers on site refer to section 19 of the *Work Health and Safety Act 2020* (WA).

**Trade names**

Where a trade name, brand or catalogue number is referred to in the Contract, the Contractor may substitute equivalent material or equipment provided that in the opinion of the Superintendent the characteristics of type, quality, finish, appearance, method of construction and performance are not less than that specified, and are approved by the Superintendent.

Such approval shall not be anticipated simply because approval has previously been given in a previous contract.

**Safety management plan**

The Contractor shall, throughout the Works, implement and maintain a safety management plan.

The Contractor shall prepare the safety management plan in conjunction with a person suitably experienced and qualified in safety matters.

Prior to the commencement of the works, the Contractor shall supply to the Superintendent in writing, its safety management plan.

### **Induction training**

Employees of the Contractor and its subcontractors and employees of separate contractors shall not commence work on the site until they have been inducted.

Upon commencement of work on the site, the Contractor shall further induct each employee with regard to all significant hazards associated with their particular activity and area of employment on the site and where relevant shall include the use of powered plant, tools and equipment.

### **Pre-job planning**

Where legislation or codes of practice identify particularly hazardous activities including but not limited to work in confined spaces, asbestos removal, demolition work, excavation work, working near power lines and live conductors and working at heights, the Contractor shall supply to the Superintendent a safe work procedure (SWP) prior to the commencing such activity or type of work on the site.

The Contractor shall induct its employees and its subcontractors and separate contractors with regard to SWP and shall prepare training session attendance records signed by each attendee verifying that such induction has occurred.

### **Site and public security**

Notwithstanding the Contractor's obligations to site and public security as stated elsewhere in this Contract the Contractor shall monitor and control wherever practical, the access of all persons to the site.

The Contractor shall ensure that no persons, including without limitation, friends and relatives (particularly children) of employees and the representatives of organisations unrelated to the Contractor, enter the Site without the express permission of the Contractor.

### **Occupied sites**

In the event of the site being a partially occupied site, the Contractor is to liaise with the occupier regarding safety and health requirements.

The Superintendent will arrange a safety co-ordination meeting between the occupiers and the Contractor.

The occupiers will provide to the Contractor their occupation requirements on and/or adjacent to the site to assist the Contractor in the development of a site specific safety management plan addressing the Contractors and occupiers operational interface requirements.

The safety management plan shall incorporate the Contractor's own operations and the interface with the occupiers operations.

The Contractor shall be responsible for the implementation of the safety and health standards on the occupied site for the duration of the Contract and shall coordinate and integrate the works.

**Materials to be supplied by the Principal**

The materials stated in the Requirements to be supplied by the Principal will be supplied free of charge to the Contractor for use only in the execution of the work under the Contract. The Contractor shall take delivery of the materials under the Conditions set out in the Contract.

**Services installation**

The mechanical, electrical, plumbing, and similar service installations, equipment and their associated services shall be installed in such order that will ensure they are located as shown on the drawings and that all essential components and parts are accessible for the purposes of maintenance and replacement.

The Contractor shall be responsible for co-ordination between the various service installers in attaining the required locations and tolerances.

**Working hours**

The work to be performed under the Contract shall be subject to execution within certain restricted working hours and the Contractor shall observe the following requirements:

- (a) As per clause 5.4.

The Contractor shall be liable for any additional costs the Principal may incur as a result of work outside the normal hours programming of the works

**Schedule of warranties**

The Contractor shall obtain and ensure that the Principal will have the benefit of all warranties specified in the Contract including the following items of work, materials or equipment:

- (b) Not applicable.

**Brands of material schedules**

The Contractor shall, within fourteen (14) days from the acceptance of the Tender, notify the Superintendent of the brand or make of materials it intends to use for which the Contractor has a choice of brand or make and which can affect the colour selections such as paint, fabrics, vinyl sheets and tiles, ceramic tiles, laminated plastics and suchlike materials.

The Contractor shall not depart from the brands or makes nominated in its advice to the Superintendent unless he has been authorised by the Superintendent to do so.

If the Contractor fails to notify the Superintendent within the specified time of the brand or make of materials he intends to use, the Superintendent may, in such cases, nominate the brand or make of materials to be used and the Contractor shall then use that brand or make nominated by the Superintendent and shall add no claim for any extra costs incurred.

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