

### **Central Highlands Council**

Tender No. 02/17 Tender Documents

SERVICES FOR SUPPLY, INSTALLATION AND MAINTENANCE OF WASTE BINS AND COLLECTION OF WASTE

APRIL 2017

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#### **1.0 CONDITIONS OF TENDERING**

- 1. The Council is not bound to accept the lowest or any tender.
- 2. Tenderers must complete the Form of Tender provided and any accompanying schedules and submit it in a sealed envelope clearly endorsed with the tender number.
- 3. Tenders submitted by fax machine or by e-mail will not be considered.
- 4. The submission of a tender is evidence that the tenderer has inspected the collection sites (waste transfer stations and road side bin sites listed in the Form of Tender), has read all the tender documents, and is fully aware of all the requirements and conditions of contract.
- 5. The "schedule of rates" contract to which this tender relates will be on the terms and conditions contained in this tender document, subject to any changes agreed in writing between the Council and any successful tenderer.
- 6. The estimated annual cost stated by the tenderer in the attached Form of Tender is inclusive of Goods and Services Tax.
- 7. If a tenderer considers that Parts A, B, C and D of the attached Form of Tender do not cover all aspects of the services to which this tender relates, the tenderer may insert additional items on the Form (labeled E, F, etc) and estimate the cost (including GST) of those items accordingly. If the tenderer does not include any additional items on the Form of Tender then all aspects of the services are deemed to be included in the costs estimate stated on the Form.
- 8. A tenderer may submit an alternative tender that varies aspects of the services described in the Form of Tender. Such an alternative tender must clearly identify the variation from the described services, and the advantages to Council of the proposed variation.
- 9. A tender which does not include all required information, or which does not satisfy these conditions of tendering, may be rejected.
- 10. The total estimated annual cost stated in a Form of Tender will, if the tenderer is successful, be the actual cost of the services to which the tender relates (as varied or adjusted according to the terms contained in this tender document), unless the Council agrees otherwise in writing.

If on a Form of Tender there are any calculation errors made by the tenderer in calculating the total estimated annual cost, the tenderer authorises the Council to correct the calculation error on the Tenderer's behalf.

- 11. Tenders shall be opened and become public documents immediately after the closing time for acceptance of tenders. The total estimated annual cost for each tender shall be made public after that time, and may be separately publicised by the Council.
- 12. Tenders close at 12 noon on Friday 2<sup>nd</sup> June 2017 at Council's Bothwell Office, 19 Alexander Street, Bothwell. Tenders must be placed in the tender box at that office prior to the closure time, or sent by post to 19 Alexander Street, Bothwell. Post applications will only be accepted if they are received at Council's office before 12 noon on Friday 2<sup>nd</sup> June 2017. Late tenders will not be considered and the Council accepts no responsibility for tenders which are delayed in the course of post.
- 13. It is intended that the decision on the successful tender (if any) will be made at Council's June meeting, currently scheduled to be held on or before **Tuesday**, 20<sup>th</sup> of June 2017. The Council reserves the right to alter the date upon which the final decision on the tenders will be made.

- 14. A tenderer may request Council to clarify the meaning of any part of the tender documents on or before Friday 19<sup>th</sup> May 2017. Any clarification shall only be official if issued in writing by the Council and such clarification may be issued by Council to all tenderers as an addendum to the tender documents.
- 15. Tenderers shall comply with the requirements of Central Highlands Council's Code for Tenders and Contracts.
- 16. Any queries regarding this tender should be directed to Graham Rogers at Council's Bothwell Office (03) 6259 5503.

#### 2.01 INTERPRETATION

In this Contract the following terms have the respective meanings hereby defined, unless the context otherwise requires:

BULKY WASTE BIN	means a strong, durable container of similar specifications to a Waste Transfer Bin, but with a volume of between 20m <sup>3</sup> and 40m <sup>3</sup> , designed for the receipt of large or bulky waste items.
BUSINESS DAY	means any day which is not Saturday, Sunday or a public holiday in the Central Highlands Council municipality area.
CONTRACT	means this contract between the Council and the Contractor, including any variations and other documents which the parties agree form part of this contract
CONTRACT PRICE	means the annual price to be paid by Council to or on behalf of the Contractor for performance of the Services, which is inclusive of GST
CONTRACTOR	means the person, bound to perform the Services and comply with the terms of this Contract
COUNCIL	means the Central Highlands Council as established under Section 18 of the Local Government Act 1993
DISPOSAL	means the transport and deposit of Waste at the Hamilton Waste Depot, or another licensed disposal site as agreed in writing
ENVIRONMENTAL HEALTH OFFICER	means the person appointed to that position by the General Manager
GENERAL MANAGER	means the individual appointed under section 61 of the Local Government Act to the position of General Manager of Central Highlands Council, or a person acting in that position, from time to time
GST LAW	means the same as GST law means in <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth).
GST	means the same as in the GST law
MANAGER OF DEVELOPMENT & ENVIRONMENTAL SERVICES	means the individual appointed to the position by the General Manager of the Central Highlands Council, or a person acting in that position
MONTH	means a calendar month
PERSON	includes a firm or body corporate, or unincorporated body or an individual
PLANT AND EQUIPMENT	means all motor vehicles, trucks and trailer and any other equipment or plant used by the Contractor or sub-contractors to provide the Services
ROAD SIDE STAND ALONE BIN	means a strong durable, weather resistant bin with a volume of between 4m <sup>3</sup> and 6m <sup>3</sup> that is accessed through two lockable Mobile Garbage Bin lids for the deposit of general Waste only.
SERVICES	means the Services to be performed by the Contractor, as described in the attached Form of Tender and as altered in accordance with this Contract, including any ancillary services reasonably necessary to properly conduct those services
TERM	means the term of this Contract, being the contract period stated in clause 2.03 and any agreed extension
WASTE	means general waste or controlled waste as defined by the <i>Environmental</i> <i>Management and Pollution Control (Waste Management Regulations) 2010</i> (Tas)
WASTE TRANSFER BIN	means a strong durable container designed for the receipt of waste, constructed of steel (or similar) and having a volume of between 4m3 and 6m3, with close fitting roll-top, slide-top or hinged cover(s) which can be easily and safely opened by users but will protect the contents of the container from vermin and inclement weather

WHS Laws	means Work Health and Safety Act 2012 (Tas), Work Health and Safety Regulations 2012 (Tas) and any relevant Codes of Practice approved in accordance with such legislation which apply to Council, the Contractor, to Waste and/or this Contract.
WORKER	has the same meaning as defined in the Work Health and Safety Act 2012 (Tas)

Words in the singular include the plural and vice versa as the context demands.

If the Contractor consists of more than one person, this Contract binds each of them severally and jointly.

#### 2.02 NATURE OF CONTRACT

This Contract is a binding agreement between the Council and the Contractor which sets out in entirety the rights and obligations of the parties in respect of the performance of the Services by the Contractor.

This Contract may only be varied in writing, signed by the parties.

#### 2.03 CONTRACT PERIOD

This Contract will remain in force for a period of five years commencing on 1<sup>st</sup> September 2017 and ending on 30<sup>th</sup> June 2022 (inclusive).

The parties may by written agreement extend this Contract for an additional one year period to and including 30<sup>th</sup> June 2023 on the same terms and conditions already governing this Contract, including annual price adjustment. If such agreement is not confirmed in writing by both parties by 31st March 2022 then Council may invite and consider tenders from third parties in respect of the Services.

#### 2.04 CONTRACTOR

The Contractor is engaged as an independent contractor. Nothing in this Contract shall be construed to constitute an employment relationship between the Council and the Contractor at Common Law or for the purpose of any statute, regulation or by-law.

The Contractor must comply with the terms of this Contract and the reasonable directions from time to time of the Manager of Development & Environmental Services (including but not limited to in relation to Work Health and Safety compliance). In all other respects the Contractor is be free to determine the lawful manner in which the Services are to be performed.

The Contractor must provide all labour, plant, materials and equipment required to carry out the Services in accordance with current industry standards and legal requirements.

#### 2.05 SECURITY

The Contractor must deliver to the Council, as security for the performance of the Contractor's obligations under this Contract, an irrevocable and unconditional bank guarantee payable to the Council for the sum of \$10,000.00 by the earlier of, the date of this Contract, or within 28 days of the date of the Council notifying the Contractor of the Contractor's successful tender. The Contractor is liable for all charges and fees associated with the provision of such bank guarantee.

If the Council applies all or part of the bank guarantee in remedying a breach of this Contract by the Contractor, the Contractor must immediately provide the Council with a further bank guarantee so that the Council's remaining security is at least \$10,000.00.

The Council shall cancel the bank guarantee lodged as security within twenty eight days of the completion by the Contractor of all of the Contractor's obligations under this Contract.

#### 2.06 EVIDENCE OF CONTRACT

The Contract comprises the following:

- (a) the tender documents prepared by Council;
- (b) the tender submitted by the Contractor, as varied by any subsequent written agreement between the Council and the Contractor;

- (c) the letter from Council notifying the Contractor of the Contractor's successful tender; and
- (d) any written variation of the Contract.

#### 2.07 NOTICES

#### Method of Giving Notices

- (a) A notice required or permitted to be given by one party to the other under this Contract must be in writing, signed by the party giving it or their duly appointed solicitor (or, in either case, sent by email from that party's email address), and is deemed as being duly given if:
  - (i) personally delivered to that party;
  - (ii) sent by pre paid post, addressed to the other party;
  - (iii) transmitted by facsimile, to the other party's facsimile number; or
  - (iv) transmitted by email, to the other party's email address.

#### Address of Participants

- (b) A notice given to a party in accordance with clause 2.07 is deemed to have been duly given and received if delivered, sent or transmitted to:
  - (i) the address, facsimile number or email address of the party set out in this Contract for service; or if none:
    - A. the address set out in the party's description in this Contract; or
    - B. the address (which is not a post office box), facsimile number, or email address appearing on the party's letterhead or website; or
  - (ii) if the party expressly gives notice of a substituted address (provided it is within Australia), facsimile number or email address for service of the notice or notices generally, that substitute.

#### Time of Service

- (c) A notice given to a party in accordance with clause 2.07(a) and 2.07(b) is deemed to have been duly given and received (with the paragraph in this clause 2.07(c) corresponding with the same paragraph in clause 2.07(a)):
  - (i) on the day of delivery;
  - (ii) if sent by Australia Post between addresses within Australia, after the day on which it is posted:
    - A. by "Priority" post four Business Days;
    - B. by "Express Post" two Business Days;
    - C. by "Regular" post, the greatest number of Business Days which Australia Post's website estimates is applicable to mail sent on the day it is posted and between those locations;
  - (iii) on the day of transmission, where the person giving the notice has received no indication in any form that the facsimile has not been received, however if such delivery is later than 4.00pm or not on a Business Day, at 9.00am on the next Business Day;
  - (iv) on the day of transmission where the person giving the notice has received no indication in any form within one hour of attempted transmission that the email has not been received, or, where transmission is later than 4.00pm on a Business Day, on the next Business Day, where the person giving the notice has received no indication in any form by 9.00am on the next Business Day that the email has not been received.

#### 2.08 ASSIGNMENT AND SUB-CONTRACTING

The Contractor must not assign or sub-contract any part or the whole of its rights and obligations under this Contract without the prior written consent of the Council. The Council's consent may not be unreasonably withheld but may be given subject to terms and conditions considered appropriate by Council at its absolute discretion.

Any request by the Contractor for the Council's approval to assign or sub-contract any part or the whole of the Contractor's rights and obligations under this Contract, must be accompanied by detailed information regarding the extent of the assignment or sub-contract and the proposed assignee or sub-contractor. The Council may request any further information

reasonably required to assess such a request. Council may refuse such a request if the Contractor fails to supply any relevant information or if the information supplied is not sufficiently detailed.

An approval by Council for the Contractor to assign or sub-contract any part or all of the Contractor's rights and obligations under this Contract does not relieve the Contractor of any liability under this Contract or at law unless specifically agreed in writing by the Council.

#### 2.09 FEES AND CHARGES

The Contractor must pay all fees, charges and costs incurred as a result of complying with its obligations under this Contract, including, but not limited to, disposal fees.

#### 2.10 STATUTORY REQUIREMENTS

This Contract is governed by the laws of Tasmania. The Contractor must comply with, and ensure that its employees, agents and sub-contractors comply with all Acts, regulations and by-laws applicable to the provision of the Services under this Contract. The Contractor must comply with all relevant federal and state awards in respect of its employees including (where applicable) any enterprise agreements, and must ensure that any sub-contractors also comply with such awards.

#### 2.11 PROTECTION OF PEOPLE AND PROPERTY

In carrying out the Services the Contractor must take all measures necessary to protect people and property from harm or damage, to minimise interference with the normal movement of people and traffic, and to prevent nuisance of any type. Any damage to property (including public roads and utilities) resulting from the carrying out of the Services must be promptly made good by the Contractor at its expense (including but not limited to spillage of Waste). The damage must be addressed immediately, in order to avoid any potential hazards to other road users, taking into account the Contractor's Work Health and Safety obligations, including in Clause 4.0 of this Contract.

#### 2.12 INDEMNITY

The Contractor indemnifies and must keep indemnified the Council and its employees and agents against all actions, claims, loss or damage arising out of or as a consequence of the carrying out of, or failing to properly carry out, the Services. This indemnity applies to, but is not limited to, loss of or damage to property as well as claims in respect of personal injury or death.

#### 2.13 INSURANCES

Before the Contractor commences the provision of the Services, the Contractor must effect the following insurance policies in the joint names of the Council and the Contractor:

- (i) COMBINED PUBLIC/PRODUCT LIABILITY POLICY for a sum insured of at least 10 million dollars for any one occurrence extended to include "Worker to Worker" Liability, Unregistered Vehicles, Pressure Vessels requiring registration and in relation to Registered Vehicles whilst being used as a "Tool of Trade". The policy must extend to the indemnity referred to in clause 2.12.
- (ii) WORKERS COMPENSATION covering all employees for statutory workers compensation insurance and liability at Common Law.
- (iii) MOTOR VEHICLE INSURANCE in respect of all vehicles, including MAIB cover and Third Party Property Damage cover for a minimum amount of 10 million dollars, such policy to provide indemnity in respect of all vehicles whilst being used as a "Tool of Trade" if cover is not included under the public/product liability policy described in sub-paragraph (i).

The Contractor must produce written evidence to the Council prior to commencing the Services that the required insurances have been effected. All insurances must be maintained for the duration of this Contract (including any extension) and the cost of such insurances must be paid by the Contractor.

Each twelve months on the anniversary of the commencement date of this Contract the Contractor must provide a Certificate of Currency for all insurance policies required under this clause 2.13 to the Council.

#### 2.14 REPRESENTATIVES

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The Contractor must appoint a competent, qualified individual to oversee the Services and must advise the Council of the name and contact details of that individual. The details of this individual must be provided for in the Form of Tender.

The Council's representative for the administration of this Contract will be the Manager of Development & Environmental Services.

#### 2.15 QUALITY MANAGEMENT

Any complaints received by Council in relation to the Contractor's services, will be referred to the Contractor. The Contractor must investigate all complaints made by rate payers or other members of the public within four business hours of receipt of the complaint. Within twenty four hours from receipt of notification of complaint, or such other period as the Council considers reasonable in the circumstances, the Contractor must remedy any breach arising in the complaint. The Contractor may consult with Council, to determine whether the issues raised in the complaint constitute a breach of Contract.

The Council may monitor the performance of the Services at any time to evaluate performance and the Contractor must provide all information and assistance reasonably required by the Council to verify compliance with the Contract requirements. Any additional information required by Council for this purpose must be provided by the Contractor within 14 Business Days of Council's request.

The Contractor must maintain records of all complaints received in relation to the Services and must report monthly, no later than the 13<sup>th</sup> day of each month, on the number and type of complaints received in the prior month and the action taken to resolve each complaint.

#### 2.16 WORKERS

The Contractor must engage sufficient competent and suitably experienced Workers to carry out the Services in a safe and efficient manner. The Contractor is responsible for the safety of its Workers in carrying out the Services. All Workers must be neatly presented and conduct themselves in a civil manner at all times. The Contractor acknowledges that presentation of a professional, courteous, and responsible image to the public is a necessary part of the performance of the Services under this Contract. All Workers must be made fully aware of the terms and conditions of this Contract that apply to the delivery of Services.

#### 2.17 WORK HEALTH AND SAFETY

The Contractor must comply with all Council policies and procedures with respect to work health and safety and must at all times ensure that safe systems of work are adhered to and that all employees have a safe working environment. The Contractor acknowledges and agrees to comply with its obligations under WHS Laws and in clause 4.0 of this Contract.

#### 2.18 BREACH OF CONTRACT

If the Contractor, in the reasonable opinion of the Manager of Development & Environmental Services or the General Manager, commits a breach of this Contract by failing to observe or to perform all or any of its obligations under this Contract, the Council may, by notice in writing, require the Contractor to rectify the breach within seven days. A notice given under this clause to contain particulars of the breach and shall specify the action to be taken and the time period within which to remedy the breach.

If the breach is not remedied within that period the Council may, at its absolute discretion, do one or more of the following:

- (a) apply all or part of the Contractor's bank guarantee towards the costs of rectifying, or causing to be rectified, the breach;
- (b) engage third parties to complete any or all of the Services to be provided under this Contract, in which case the Contractor is liable to Council for the difference between the cost of completion of the Services under this Contract and the cost of completion of the Services by the other party;
- (c) immediately terminate this Contract by notice in writing to the Contractor, at which time all money due to the Contractor, or money that may become due to the Contractor, under this Contract may be forfeited to the Council as liquidated damages for breach of Contract; and/or

(d) take any other course of action available to the Council under this Contract or at law.

Any action taken or not taken pursuant to this clause is without prejudice to any right that may have accrued to the Council or the Contractor under this Contract or at law, and does not operate as a waiver of any of the Council's rights.

#### 2.19 PAYMENTS

The Contractor must invoice the Council no later than the 13<sup>th</sup> day of the next month, for all Services carried out in the prior month, such invoice to be for one twelfth of the Contract Price for the current financial year (calculated pro rata in respect of any part-month). The Council shall pay the Contractor the value of any tax invoice within thirty days of receipt of the tax invoice. Payment will only be made for invoiced items which have been satisfactorily completed.

#### 2.20 GST

- (a) In this Contract:
  - (i) "GST" means GST as defined in A New Tax System (Goods and Services Tax) Act 1999 as amended ("GST Act") or any replacement or other relevant legislation and regulations;
  - (ii) words or expressions used in this Contract which have a particular meaning in the GST law (as defined in the GST Act, and also including any applicable legislative determinations and Australian Taxation Office public rulings) have the same meaning, unless the context otherwise requires;
  - (iii) any reference to GST payable by a party includes any corresponding GST payable by the representative member of any GST group of which that party is a member;
  - (iv) any reference to an input tax credit entitlement by a party includes any corresponding input tax credit entitlement by the representative member of any GST group of which that party is a member; and
  - (v) if the GST law treats part of a supply as a separate supply for the purpose of determining whether GST is payable on that part of the supply or for the purpose of determining the tax period to which that part of the supply is attributable, such part of the supply is to be treated as a separate supply.
- (b) All prices to be paid or provided under any other clause or annexure of this Contract are inclusive of any taxes and charges including GST that may be appropriate.
- (c) To extent that any supply made under or in connection with this Contract is a GST taxable supply, a party's right to payment under this Contract is subject to a valid tax invoice being delivered to the recipient of the taxable supply.

#### 2.21 ANNUAL PRICE ADJUSTMENT

During the Term the Contract Price for Part A, Part B and Part C of the Services as appropriate will be adjusted annually with effect from the 1st of July each financial year following commencement of the Services, in accordance with positive movements in the Consumer Price Index (all groups) for the City of Hobart as published by the Australian Bureau of Statistics.

The adjusted Contract Prices will be calculated as follows:

aujusteu	Contra	act Frices will be calculated as follows.
		$A = C \times (N/O)$
where	,	
А	=	adjusted Contract Price
С	=	Contract Price immediately preceding the adjustment (as adjusted previously, where applicable).
Ν	=	the Consumer Price Index (all groups) figure for Hobart in respect of the quarter ended on the 31 <sup>st</sup>
		March before the date on which the calculation is made.
0	=	the Consumer Price Index (all groups) figure for Hobart in respect of the quarter ended on the $31^{st}$
		March in the immediately preceding calendar year.

In the event that there is a decrease in the Consumer Price Index (all groups) in any year, the adjusted Contract Price will be the same as the immediately preceding Contract Price.

#### 2.22 CHANGES TO SERVICES

The Contractor acknowledges that the Council may, from time to time by reasonable written notice to the Contractor ("Services Alteration Notice"), alter the Services by:

- (a) opening or closing one or more waste transfer stations, or directing the Contractor to use different stations;
- [b] moving, adding or removing, or changing the type or size of, any Waste Transfer Bins, Bulky Waste Bins and/or Roadside Stand Alone Bins, or adding any new types of bins; or
- (d) taking any other reasonable action which affects the provision of the Services by the Contractor.

If the Contractor disagrees with anything contained in or omitted from a Services Alteration Notice, the Contractor may give the Council a notice of dispute in accordance with clause 2.25 within 14 days of receipt of the Services Alteration Notice. If the Contractor does not give the Council a notice of dispute within that period then the Contractor is deemed to accept and agree to the contents of the Services Alteration Notice.

#### 2.23 Variation of Contract Price

The Council may vary the Contract Price if:

- (a) any levies in respect of the delivery of Waste to any waste transfer stations are introduced or changed, whether by the Council or a third party; or
- (b) acting reasonably, the Council determines that any alteration to the Services will materially increase or decrease the scope of the Services,

provided that any such variation must reasonably reflect the change to those levies or the scope of the Services, as the case may be. The Council must give the Contractor reasonable written notice ("Price Variation Notice") of any variation to the Contract Price and the reason for the variation. A Price Variation Notice may be combined with a Services Alteration Notice if appropriate.

If the Contractor disagrees with the varied Contract Price stated in a Price Variation Notice, the Contractor may give the Council a notice of dispute in accordance with clause 2.24 within 14 days of receipt of the Price Variation Notice. If the Contractor does not give the Council a notice of dispute within that period then the Contractor is deemed to accept and agree to the varied Contract Price.

#### 2.24 TRANSFER OF SERVICES

At the expiry or earlier termination of this Contract (or any subsequent renewal or extension thereof) the Contractor must promptly and cooperatively do all things reasonably necessary to allow provision of the Services by any other person subsequently engaged by Council to provide the Services. Any action of the Contractor to delay, obstruct or hinder the orderly change over is breach of this Contract.

For the avoidance of doubt this clause 2.24 does not merge on completion of this Contract.

#### 2.25 DISPUTE RESOLUTION

- (a) Except in relation to a default in payment, a party may not commence legal proceedings in respect of a dispute (other than for injunctive or urgent declaratory relief) until it has complied with this clause 2.25.
- (b) If a dispute arises between the Council and the Contractor with respect to anything connected with this Contract then either party may give a written notice of dispute to the other party (**Dispute Notice**), specifying the nature of the dispute and designating as its representative a person with authority to negotiate on its behalf.
- (c) Within 14 days of the receipt of a Dispute Notice, the recipient of the written notice must give notice designating the person with authority to negotiate on their behalf.
- (d) Representatives of both parties must within 14 days of the recipient's receipt of a Dispute Notice meet in an attempt to resolve the dispute in good faith. Each party is to be represented by a person having authority to negotiate and agree on a resolution to the matter in dispute.

- (e) If the dispute is not resolved within 28 days of the recipient's receipt of the Dispute Notice, then, unless the parties otherwise agree in writing, either party may refer the dispute to the Resolution Institute for mediation in Hobart, Tasmania, by a single mediator in accordance with and subject to the Resolution Institute Mediation Rules.
- (f) The costs of mediation are to be borne equally by the parties.
- (g) If the dispute is not resolved within 30 Days of the dispute being referred to mediation in accordance with clause 2.25(f) or other longer period agreed by the parties in writing, then either party may refer the matter to arbitration for resolution. Any arbitration must be conducted in accordance with the *Commercial Arbitration Act 2011* (Tas).
- (h) As far as is reasonably possible provision of the Services by the Contractor must continue notwithstanding the existence of a dispute.

#### **3.0 CONTRACT DETAILS**

#### **3.01 SCOPE OF CONTRACT**

The Services required by this Contract is in three parts as follows:

- **PART A:** the supply, installation, maintenance and emptying of Waste Transfer Bins at the various Waste Transfer Stations and other locations as listed in Annexure A;
- **PART B:** the supply, installation, maintenance and emptying of Bulky Waste Bins;
- **PART C:** the supply, installation, maintenance and emptying of Road Side Stand Alone Bins.

#### 3.02 PROVISION OF BINS

The facilities at the various waste transfer stations listed in the Form of Tender comprise either ramps for access to the skip bins or a turning circle for access to the front end load trucks. The sites are not roofed and bins are exposed to the weather.

The bins to be provided by the Contractor under this Contract must be of solid construction and of a design to suit the compaction equipment and transport vehicle to be utilised by the Contractor. The bins must be capable of fitting on the sites and shall have cover plates over all locations where bins abut each other to prevent Waste material from falling between the bins. The bins must not extend for more than 4 metres from the face of any retaining wall. All bins must be of the same size and capacity, and provide sufficient capacity for the Waste received.

The Contractor must fully maintain the bins for the Term by ensuring that the bins are in good condition at all times. If bins are required to be removed from the site for maintenance purposes then alternate bins must be substituted to ensure that capacity is available at all times.

#### 3.03 EMPTYING OF BINS

The Contractor is responsible for the regular emptying of the waste bins supplied under this Contract in accordance with the Empty Schedule in Annexure A and for the removal of the Waste material. It is preferred that all Waste material be compacted prior to removal from the collection site to a rate of at least 4:1.

After the first year of this Contract, the Empty Schedule will be reviewed annually by the Manager of Development & Environmental Services and the Council will provide the Contractor with notice of any changes made. The Contractor must also be available on call during the normal operating hours of the facilities to empty the bins on any day of the week, including weekends, if so requested by the Manager of Development & Environmental Services. This call out facility will only be utilised when the bins are full, or likely to become full between the regular Monday and Friday collections.

The Contractor must collect Waste from the Bulky Waste Bins at Bothwell, Bronte Park and Miena within 3 days of a request from Council to do so, and transport this Waste to the Hamilton Waste Depot or other licensed disposal site (as agreed in writing) for disposal.

On each visit to a Waste collection site, the Contractor must completely empty all bins and replace them. Any material spilt from the bins during handling and loading must be cleaned up by the Contractor and placed in the collection vehicle.

Payment for the emptying of the bins in accordance with the required schedule, and for transport of the Waste must be made on the basis of the mass of Waste deposited at the disposal site as evidenced by weigh bridge records. **Copies of weigh bridge dockets must be submitted monthly with tax invoices**. Transport vehicles serving this Waste transfer station shall arrive at the site empty and must not include Waste from any other source unless prior approval is obtained from Council. The Contractor must take all Waste from the Waste Transfer Stations directly to the disposal site.

Payment for invoices will be withheld if the collection schedule is not complied with, as follows:

- Emptied within 24 hours of due date payment will be made in full
- Emptied between 24 and 48 hours of due date 25% of payment withheld
- Emptied between 48 and 72 hours of due date 50% of payment withheld
- Emptied more than 72 hours of due date 100% of payment withheld

Payment will be withheld as above, until the emptying schedule is complied with. Any payment withheld as above, will be paid within 21 days of the emptying delay being rectified and the schedule being complied with.

Despite the above, payment will still be made in full if the emptying schedule cannot be complied with due to inclement weather (such as snow) or road blockage due to other reasons such as a traffic accident, major road works, or other forces of nature such as a tree blocking the road – that would limit vehicle access to the waste transfer stations.

#### 3.04 COLLECTION, TRANSPORT AND DISPOSAL OF WASTE

The Contractor must provide all labour, Plant and Equipment required to provide the Service. Vehicles used for collection, transportation and disposal of the Waste must be fully enclosed compactor trucks. However, in the case of the collection, transportation and emptying of skip bins, a hook truck must be used. Skip bins must be fully covered when being transported to prevent any Waste from escaping from the vehicle.

The drivers of vehicles must be appropriately licensed and the vehicles must be registered in accordance with the Vehicle and Traffic (Driver Licensing and Vehicle Registration) Regulations 2000 and Dangerous Goods (Road and Rail Transport) Regulations 2010 (Tas) where relevant. Further, the vehicles must be in roadworthy condition, fitted with required safety equipment, and maintained in good condition at all times.

The Contractor must ensure regular checks and services of any vehicles used for the Services are carried out, to minimise the risk of breakdown and ensure their vehicles are roadworthy. The Contractor must carry out daily pre-departure checks and thorough weekly inspections.

All collection vehicles must be kept in a clean and sanitary condition and shall not allow Waste material, solid or liquid, to escape from the vehicle during transport. The Contractor must have available a sufficient number of vehicles to provide the service at all times, including appropriate back up vehicles for use in case of mechanical break down or accident.

The Contractor must also comply with the Dangerous Goods (Road and Rail Transport) Regulations 2010 (Tas); Environmental Management and Pollution Control Act 1994 (Tas); Environmental Management and Pollution Control (Waste Management) Regulations 2010 (Tas); Environmental Management and Pollution Control (Controlled Waste Tracking) Regulations 2010 (Tas); and any other laws relating to the collection, transport and disposal of Waste or Dangerous Goods.

#### 3.05 PAYMENT OF FEES

The Contractor is responsible for the legal disposal of the collected Waste and must transport the Waste to an appropriately licensed disposal site. The Contractor is to pay all fees for the disposal of Waste at disposal sites.

#### 4.0 WORK HEALTH AND SAFETY REQUIREMENTS

- (a) The Contractor acknowledges and agrees
  - (i) the Contractor and its Workers must comply with their obligations under WHS Laws;
  - (ii) the Contractor must comply with all policies and procedures of the Council with respect to work health and safety;

- (iii) the Contractor must comply with all obligations under the *Workers Rehabilitation & Compensation Act* 1988.
- (b) The Contractor must provide all of Workers with appropriate training to comply with WHS Laws.
- (c) The Contractor must:
  - (i) comply with any and all reasonable instructions in relation to Work Health and Safety that is given by Council;
  - (ii) notify Council immediately of any breaches of WHS Laws or incidents (including but not limited to accident, injury, property damage or spillage of Waste);
  - (iii) notify Council immediately of all lost time incidents. The Contractor must, within 3 days of any incident, provide to Council a report giving complete details of the incident, including results of investigations into its cause;
  - (iv) have regular meetings with Council to ensure that all WHS Laws are being complied with.
- (d) Random audits may be undertaken by Council of Contractors compliance with WHS Laws and compliance with Council policies, relevant legislation and codes of practice. The Contractor agrees to provide Council access to its Plant and Equipment, premises, Workers, records and reports to enable it to conduct the audit.
- (e) If during the performance of the Services the Council informs the Contractor that it is the opinion of Council that the Contractor is:
  - (i) not conducting the Services in compliance with WHS Laws; or
  - (ii) conducting the Services in such a way as to endanger the health and safety of Workers, other people, any Plant and Equipment or materials;

the Contractor must immediately remedy that breach and Council may direct the Contractor to suspend the Services until such time as the Contractor satisfies Council that the Services will be resumed in conformity with applicable WHS Laws.

(f) During any periods of suspension of the Services, in accordance with clause 4.0(e), Council is not required to make any payment whatsoever to the Contractor

#### **TENDER NO. 02/17**

#### TRANSFER OF WASTE MATERIAL FROM WASTE TRANSFER STATIONS & ROADSIDE STAND ALONE BINS

#### FORM OF TENDER

I/We \_\_\_\_\_ [Contactor legal entity name and ABN details] hereby tender to perform and provide the services detailed in the tender documents for Tender Number 02/17, Services for Supply, Installation and Maintenance of Waste Bins and Collection of Waste, for the rates detailed below:

**PART A:** Provision, installation, regular maintenance and emptying of 4.5m<sup>3</sup> Roll Top waste bins at Waste Transfer Stations (see Annexure A)

LOCATION	QUANITY & SIZE OF BINS	ANNUAL CHARGE FOR SUPPLY / HIRE OF BINS	ANNUAL CHARGE FOR EMPTYING
Bothwell	4 x 4.5m <sup>3</sup>		
Bronte Park	6 x 4.5m <sup>3</sup>		
Miena	8 x 4.5m <sup>3</sup>		
TOTAL			

## **PART B:** Provision, installation, regular maintenance and emptying of skip bins at Waste Transfer Stations and removal of Waste, transport of Waste and deposit of Waste at disposal site

LOCATION	QUANITY & SIZE OF BINS	EMPTIED ON REQUEST APPROXIMATE NUMBER PER ANNUM	ANNUAL CHARGE FOR BIN SUPPLY / HIRE	COST PER EMPTY
Bothwell	One x 20m <sup>3</sup>	26		
Bronte Park	One x 20m <sup>3</sup>	12		
Miena	Two x 35m <sup>3</sup>	26		

**PART C :** Provision, installation, regular maintenance and emptying of Roadside Stand Alone Bins (with 2 MGB lids)

LOCATION	QUANITY & SIZE OF BINS	ANNUAL CHARGE FOR BIN SUPPLY / HIRE	ANNUAL CHARGE FOR EMPTYING
Cramps Bay	2 x 4.5m <sup>3</sup>		
Laycock Drive, Interlaken	2 x 4.5m <sup>3</sup>		
Reynolds Neck	1 x 4.5m <sup>3</sup> year round		
	1 x 4.5m <sup>3</sup> December to Easter		
Jillet Road, Brandum	1 x 4.5m <sup>3</sup> year round		
	1 x 4.5m <sup>3</sup> December to Easter		
Allison Road, Breona	1 x 4.5m <sup>3</sup> year round		
	1 x 4.5m <sup>3</sup> December to Easter		
Brandum Bay	1 x 4.5m <sup>3</sup> year round		
	1 x 4.5m <sup>3</sup> December to Easter		
Doctors Point	1 x 4.5m <sup>3</sup> year round		
	1 x 4.5m <sup>3</sup> December to Easter		
Arthurs Lake Shop, Arthurs	4 x 4.5m <sup>3</sup> year round		
Lake	2 x 4.5m <sup>3</sup> December to Easter		
Wilburville	2 x 4.5m <sup>3</sup>		
Great Lake Hotel Rest Area,	1 x 4.5m <sup>3</sup>		
Miena			
Derwent Bridge	3 x 4.5m <sup>3</sup>		

**Note:** The estimated annual costs shown are for calculation purposes only. The amount in dollars shown in boxes A, B and C above are the Contractor's rates which shall be used to calculate payments under the Contract.

#### TOTAL ESTIMATED ANNUAL COST

(Part A + Part B + Part C)

#### PART D: TENDERER DETAILS

Is the Tenderer registered for GST?	
Registered business address:	
Tenderer's email address:	
Tenderer's fax number:	
Contact Person (representative of Contractor)	
Key project team: The Tenderer should list the	
key members of the team that will be	
performing/managing the Services, also including	
any proposed subcontractors. Financial viability: The Tenderer should provide a	
summary of their financial viability to provide the	
Services. This could include data about operations	
including examples such as profitability;	
insolvency; bankruptcy actions; financial	
structure; debt coverage.	
Actions or investigations against Tenderer: The	
Tenderer should provide particulars of any	
petition, claim, action, judgement or decision that	
is likely to adversely affect its capacity to provide	
the required Services	

#### TENDER NO. 02/17 TRANSFER OF WASTE MATERIAL FROM WASTE TRANSFER STATIONS

#### **SCHEDULE OF DETAILS**

1.	Bins			
•	Number of bins	:		
	Height of bins		:	
	Length x width of bins		:	
	Capacity per bin:	:	cubic metres	
•	Number of bins	:		
	Height of bins		:	
	Length x width of bins		:	
	Capacity per bin:	:	cubic metres	
•	Number of bins	:		
	Height of bins		:	
	Length x width of bins		:	
	Capacity per bin:	:	cubic metres	

#### 2. Vehicles

3.

icences/permits (pleas	se tick)	
	• • •	orm the Services are appropriately licensed or registere iver Licensing and Vehicle Registration) Regulations 2000
	YES	NO
		Services are licensed to transport dangerous goods ad and Rail Transport) Regulations 2010 (Tas).
	_	
	]	NO
A list of current licensed	d drivers employe	NOLL d or contracted by the tenderer and their license details
A list of current licensed	d drivers employe	
A list of current licensed attached to this tender.	d drivers employe YES 🗖	d or contracted by the tenderer and their license details
A list of current licensed attached to this tender.	d drivers employe YES 🗖	d or contracted by the tenderer and their license details NO

#### 4. Policies and other documentation

A copy of the below policies and documents of the tenderer are attached:

- □ Work Health and Safety Policy
- □ Work Health and Safety training manual
- □ Road worthiness pre-departure checklist

I have read and understood the conditions of tendering, general conditions, contract details and work health and safety requirements in the preparation of this Form of Tender and agree to be bound by the Contract if selected as a successful tenderer.

Name of Tenderer: _		 	 
Address:		 	 
-			
Name of authorised office	er:		
-		 	
Signature of authorised o	fficer:		
-		 	
Date:		 	



Roadside Stand-Alone Bins
Waste Transfer Station (Restricted Opening Hours)
Refuse Disposal Site (Restricted Opening Hours)

Doctors Point – Wallace Road on right of fire water tanks Cramps Bay – Near boat ramp

Interlaken – Laycock Drive approx. 200m from first shack

Arthurs Lake Shop – Carpark of Arthurs Lake Shop, 40 Arthurs Lake Road, Arthurs Lake Wilburville

Derwent Bridge – 1 at Hungry Wombat Café, 2 at Derwent Bridge Hotel Miena – Great Lake Hotel

# ANNEXURE A



## 2017 Empty Schedule Waste Transfer Stations

#### <u>Waste Transfer</u> <u>Stations</u>

Bothwell Bronte Park Miena

Jai	nu	ary	7				Fe	br	ıar	У					M	arc	h					A	pril					
М	Т	W	Т	F	S	S	М	Т	W	Т	F	S	S	1	М	Т	W	Т	F	S	S	М	Т	W	Т	F	S	
						1			1	2	3	4	5				1	2	3	4	5						1	
2	3	4	5	6	7	8	6	7	8	9		11	12		6	7	8	9	10	11	12	3	4	5	6	7	8	
_			12	13	14	15	13	14	15	16	17	18	19		13	14	15	16	17	18	19	10	11	12	13	14	15	
						22		Concession of the local division of the loca				25				21			24		-	17	18	19	20	21	22	
						29	27	28							27	28	29	30	31			24	25	26	27	28	29	
Ma	ıy						Ju	ne							Ju	ly						A	ugu	st				
М		W	Т	F	S	S	М	Т	W	Т	F	S	S			Ť	W	Т	F	S	S		Ť		Т	F	S	
L	2	3	4	5	6	7				1	2	3	4							1	2		1	2	3	4	5	
3	9	10	11	12	13	14	5	6	7	8	9	10	11		3	4	5	6	7	8	9	7	8	9	10	11	12	
			18				12	13	14	15	16	17	18					13	14	15	16	14	15	16	17	18	19	
			25				19	20				24			17	18	19	20	21	22	23		22					
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Sej	pte	m	ber				00	tol	ber						No	ove	ութ	er				D	ece	ութ	er			
			Т		S	S	М	Т	w	Т	F	S	S	1	М	Т	w	Т	F	S	S	М	Т	w	Т	F	S	
				1	2	3							1				1	2	3	4	5					1	2	
1	5	6	7	8	9	10	2	3	4	5	6	7	8		6	7	8	9	10	11	12	4	5	6	7	8	9	
		13	14	15	16	17	9	10			13	14	15		13	14	15	16	17	18	19	11	12	13	14	15	16	
			21				16	17				21			20	21			24				19					
-	-		28			-	22	24				28			27	28	29	20		-			26					

## CENTRAL HIGHLANDS

19 Alexander Street BOTHWELL TAS 7030

Phone: (03) 6259 5503 Fax (03) 6259 5722 Email: kbradburn@centralhighlands.tas.gov.au

#### ROADSIDE BINS

Haulage, Doctors Point, Jillet Road, Brandum Bay, Reynolds Neck, Flintstone, Arthurs Lake, Cramps Bay & Interlaken — Emptied weekly on a Tuesday.

Derwent Bridge—Emptied on the same day as the Waste Transfer Stations above.



## 2018 Empty Schedule Waste Transfer Stations

#### Waste Transfer Stations

Bothwell **Bronte Park** Miena

	January	February	March	April
	MTWTFSS	MTWTFSS	MTWTFSS	MTWTFSS
	1 2 3 4 5 6 7	1 2 3 4	1 2 3 4	1
	8 9 10 11 12 13 14	5 6 7 8 9 10 11	5 6 7 8 9 10 11	2 3 4 5 6 7 8
	15 16 17 18 19 20 21	12 13 14 15 16 17 18	12 13 14 15 16 17 18	9 10 11 12 13 14 15
	22 23 24 25 26 27 28	19 20 21 22 23 24 25	19 20 21 22 23 24 25	16 17 18 19 20 21 22
	29 30 31	26 27 28	26 27 28 29 30 31	23 24 25 26 27 28 29
				30
				0-
	May	June	July	August
	MTWTFSS	MTWTFSS	MTWTFSS	MTWTFSS
	1 2 3 4 5 6	1 2 3	1	1 2 3 4 5
	7 8 9 10 11 12 13	4 5 6 7 8 9 10	2 3 4 5 6 7 8	6 7 8 9 10 11 12
	14 15 16 17 18 19 20	11 12 13 14 15 16 17	9 10 11 12 13 14 15	13 14 15 16 17 18 19
	21 22 23 24 25 26 27	18 19 20 21 22 23 24	16 17 18 19 20 21 22	20 21 22 23 24 25 26
	28 29 30 31	25 26 27 28 29 30	23 24 25 26 27 28 29	27 28 29 30 31
	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		30 31	
			34 35	
CENTRAL HIGHLANDS				
COUNCIL	September	October	November	December
	M T W T F S S	MTWTFSS	MTWTFSS	M T W T F S S
19 Alexander Street	1 2	1 2 3 4 5 6 7	1 2 3 4	1 2
BOTHWELL TAS 7030	3 4 5 6 7 8 9	8 9 10 11 12 13 14	5 6 7 8 9 10 11	3 4 5 6 7 8 9
	10 11 12 13 14 15 16	15 16 17 18 19 20 21	12 13 14 15 16 17 18	10 11 12 13 14 15 16
Phone: (03) 6259 5503 Fax (03) 6259 5722	17 18 19 20 21 22 23	22 23 24 25 26 27 28	19 20 21 22 23 24 25	17 18 19 20 21 22 23
Email:	24 25 26 27 28 29 30	29 30 31	26 27 28 29 30	24 25 26 27 28 29 30
kbradburn@centralhighlands.tas.gov.au	24 25 20 27 20 29 30	29 30 31	20 27 20 29 30	
			1	31
	ROADSIDE BINS			
		oad, Brandum Bay, Reynolds Ne	ck, Flintstone, Arthurs Lake, Crai	mps Bay & Interlaken —
	Emptied weekly on a Tuesday.			

Derwent Bridge—Emptied on the same day as the Waste Transfer Stations above.