



REQUEST FOR TENDER

for the provision of works and services

RFT number	RFT24JR18-SOR
Request for Tender	Provision of irrigation infrastructure services – Separable parts
Deadline	2:00 PM AWST, Wednesday 1 May 2024 <i>Tenders received after the above deadline will not be accepted.</i>
Method of delivery	Electronic Tender box: https://www.tenderlink.com/swancity/ <i>Hardcopy, email and facsimile Tenders will not be accepted.</i>

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TABLE OF CONTENTS

PART 1 PRINCIPAL'S REQUEST	5
1.1 Definitions.....	5
1.2 Contract Requirements in brief	6
1.3 Tender documents.....	6
1.4 How to prepare your Tender	7
1.5 Contact person	7
1.6 Pre-qualification requirements	7
1.7 Briefing / site inspection	7
1.8 Evaluation process	7
1.9 Evaluation of Alternative Offers	7
1.10 Selection Criteria.....	8
1.11 Local government policies and practices that may affect selection	10
1.12 Price basis.....	10
PART 2 CONDITIONS OF TENDERING	11
2.1 Code of conduct.....	11
2.2 Delivery method	11
2.3 Lodgement of Tender	11
2.4 Format and number of copies required	11
2.5 Rejection of Tenders	11
2.6 Late Tenders.....	11
2.7 Acceptance of Tenders	11
2.8 Disclosure of Contract information	11
2.9 Tender validity period	12
2.10 <i>Building Services (Registration) Act 2011 (WA)</i>	12
2.11 General Conditions of Contract	12
2.12 Precedence of documents.....	12
2.13 Presentation of Tender documents	12
2.14 Payment of industry training fund levy.....	12
2.15 Registration or licensing of contractors	12
2.16 Goods and services tax	13
2.17 Monetary values.....	13
2.18 Customs duty.....	13
2.19 Site allowances	13
2.20 Tenderers to inform themselves	13
2.21 Alterations	13
2.22 Financial information and risk assessment.....	13

2.23	Ownership of Tenders	14
2.24	Canvassing of councillors or staff	14
2.25	Identity of the Tenderer	14
2.26	Tender closing	14
2.27	Release of liability	14
2.28	No legal relationship	14
2.29	Costs incurred	15
PART 3 GENERAL CONDITIONS OF CONTRACT		16
3.1	Terms and conditions of Contract	16
PART 4 SPECIAL CONDITIONS OF CONTRACT		17
4.1	Period of Contract and termination	17
4.2	Insurances	17
4.3	Safety induction	17
4.4	Safety audit inspections	17
4.5	General instructions	18
4.6	Statement of ethics	18
4.7	Fitness for work	18
PART 5 REQUIREMENTS		19
5.1	Background	19
5.2	Applicable Legislation and Australian Standards	19
5.3	Attachments	19
5.4	General scope of work – All separable parts	20
5.5	Reactive maintenance works	21
5.6	Contractor's report and recommendations	21
5.7	Performance of additional works as per Contractor's report and recommendations	22
5.8	Warranties	22
5.9	Standard operating hours	22
5.10	Harvest and vehicle movement bans	22
5.11	Work area	23
5.12	Existing services and infrastructure	23
5.13	Environmental protections	24
5.14	Plant and equipment	24
5.15	Noise limits	24
5.16	Workplace safety	24
5.17	Certification of employees	25
5.18	Contract management and meetings	25

5.19	Site inspections	25
5.20	Contractor personnel conduct.....	26
5.21	Invoicing	26
5.22	SEPARABLE PART A – Planned servicing, repairs, and reactive maintenance of Category 1 irrigation infrastructure	27
5.23	SEPARABLE PART B – Planned servicing, repairs and reactive maintenance of Category 2 irrigation infrastructure	28
5.24	SEPARABLE PART C – Planned annual servicing, repairs and reactive maintenance of Category 3 irrigation infrastructure.....	30
5.25	SEPARABLE PART D – Planned monthly servicing, repairs and reactive maintenance of Category 4 irrigation infrastructure.....	31
5.26	SEPARABLE PART E – Reactive irrigation bore redevelopment for Category 1 and 2 irrigation infrastructure	32
PART 6 TENDERER'S OFFER		35
6.1	Offer form	35
6.2	General and corporate information	36
6.3	Response to Selection Criteria	38
6.4	Price information	40
SCHEDULES		44
Schedule A. Tenderer's occupational safety and health management system questionnaire		44
Schedule B. Tenderer's safety record.....		45
Schedule C. Project reference sheet.....		46
Schedule D. Tenderer's resources schedule		47
Schedule E. General instructions		48

PART 1 PRINCIPAL'S REQUEST**1.1 Definitions**

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

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

1.2 Contract Requirements in brief

The Principal is seeking Tenders from experienced and qualified contractors for the provision of servicing and reactive maintenance of pumps, bores, pump stations and filtration systems (irrigation infrastructure) located throughout the City of Swan.

The Contract will be awarded in separable parts:

- (a) Separable part A: Planned servicing, repairs, and reactive maintenance of Category 1 irrigation infrastructure
- (b) Separable part B: Planned servicing, repairs, and reactive maintenance of Category 2 irrigation infrastructure
- (c) Separable part C: Planned annual servicing, repairs, and reactive maintenance of Category 3 irrigation infrastructure
- (d) Separable part D: Planned monthly servicing, repairs, and reactive maintenance of Category 4 irrigation infrastructure
- (e) Separable part E: Reactive irrigation bore redevelopment for Category 1 and 2 irrigation infrastructure

The Contract will be awarded in separable parts. Tenderers may place a submission for Separable part A and/or Separable part B and/or Separable part C and/or Separable part D and/or Separable part E. The Principal reserves the right to accept Separable part A and/or Separable part B and/or Separable part C and/or Separable part D and/or Separable part E. The Principal will not consider offers which are conditional to the acceptance of multiple separable parts.

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)

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

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:

Contractual enquiries	
Name:	Contracts and Procurement Manager
Telephone:	(08) 9267 9043
Email:	tenders@swan.wa.gov.au

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, **for each Separable part individually**, the compliance criteria, qualitative criteria and price.

The Contract will be awarded to a sole or multiple Tenderers 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) Compliance with all necessary licences and registration. RIIWH202E – Enter and work in confined spaces MSMWHS217 – Gas test atmospheres	Yes/No

1.10.2 Qualitative criteria

It is essential that Tenderers address **each qualitative criterion for each separable part** as summarised at clause 1.2 and detailed throughout Part 5. For clarity, Tenderers are to provide separate, distinct responses to each of the qualitative criteria, for each Separable part they are applying for. 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.	30%
(b) Demonstrate the skills and experience of key personnel to be used on this project.	25%
(c) Provide an outline of the methodology to be used in supplying the Requirements.	25%
(d) Demonstrate the safety processes and procedures to be employed in undertaking works under the Contract.	20%

1.10.3 Past performance of a Tenderer

In the event a Tenderer has previous 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 service offered under this Request shall be variable after the initial twelve (12) months.

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

Consumer price index (CPI) – Perth All groups CPI as reported for the quarter immediately preceding the date of award and release of the Contract, to be applied annually on 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 prime cost 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.

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 Works and Services (GCC - WS – V01082022) 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 from the date of the letter of award until 30 April 2026 to a maximum of thirty-six (36) months.

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 agreement by the Principal and Contractor.

The Contract may be extended by a further twenty-four (24) months at the end of the initial 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) product liability insurance in the sum of at least ten million dollars (\$10,000,000) in respect to any one (1) claim and in the aggregate for all claims arising in any twelve (12) month period of insurance
- (c) 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 Safety audit inspections

- 4.4.1 The Principal, under the *Work Health and Safety Act 2020* (WA), will from time to time inspect works carried out on site by the Contractor, to ensure that works are being completed in accordance with the relevant codes and regulations by carrying out a safety audit inspection ("Inspection").

- 4.4.2 The Contractor and the Superintendent will receive reasonable notice in writing of an Inspection. In the case of an emergency, the Principal need not give written notice, but must give oral notice prior to an Inspection.
- 4.4.3 At an Inspection, the Principal and Superintendent are to be given full access to the site. The Contractor must produce records and documents upon a request from the Superintendent or, in the case of an emergency, the Principal.
- 4.4.4 Except in an emergency, the Principal must be accompanied by the Superintendent on any Inspection.
- 4.4.5 All areas which are in the opinion of the Superintendent, or in an emergency the Principal, are a breach of the Contractor's safety management system, provisions of the Contract relating to safety or which pose a risk to occupational health and safety, are to be addressed and resolved to the satisfaction of the Superintendent as a matter of urgency by the Contractor.
- 4.4.6 Where there:
- (a) has been a breach of the Contractor's safety management system, provisions of the Contract relating to safety and there is a high risk to occupational health and safety, or
 - (b) is an imminent risk of injury or death,
- as determined by the Superintendent, or in the case of an emergency the Principal, an instruction may be given to cease all works until the issue is resolved to the satisfaction of the Superintendent. The Superintendent or the Principal may notify WorkSafe WA where breaches in safety regulations and legislation exist.
- 4.4.7 If the Contractor is instructed to cease works, all costs resulting from the delay are to be borne by the Contractor. The Contractor will not be entitled to an extension of time or delay damages. The Principal will not be liable for any additional cost, fee, charge or penalty as a result of this delay.

4.5 General instructions

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

4.6 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>

4.7 Fitness for work

All of the Contractor's staff engaged to work on this Contract are to be considered fit for work in accordance with the Principal's management practice MP-081 Fitness for Work. A copy of this management practice is 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 City of Swan covers an area of 1,042 square kilometres with a large irrigation network servicing all parks, reserves and selected streetscapes.

5.2 Applicable Legislation and Australian Standards

- 5.2.1 The following Acts, Legislation and Australian Standards apply to all works and services performed under Contract for this Tender:

- a) *Work Health and Safety Act 2020* (WA)
- b) *Work Health and Safety (General) Regulations 2022* (WA)
- c) *Environmental Protection Act 1986* (WA)
- d) *Environmental Protection (Noise) Regulations 1997* (WA)
- e) *AS/NZS 5667.1:1998 Water quality – Sampling – Guidance on the design of sampling programs, sampling techniques and the preservation and handling of samples*
- f) *AS/NZS 5667.11:1998 (R2016) Water quality – Sampling – Guidance on sampling of ground waters*
- g) *AS2865-2009 – Confined Spaces*
- h) *Confined Spaces: Code of Practice for AS2865-2009 – Confined Spaces*
(https://www.commerce.wa.gov.au/sites/default/files/atoms/files/221172_cp_confinedspaces.pdf)

5.3 Attachments

- 5.3.1 The following attachments form part of the Contract and must be adhered to in relation to the Contract:

- a) Attachment A – Category 1 Asset list servicing program.xlsx
- b) Attachment B – Category 2 Asset list servicing program.xlsx
- c) Attachment C – Category 3 Asset list servicing program.xlsx
- d) Attachment D – Category 4 Asset list servicing program.xlsx
- e) Attachment E – Price schedule package.xlsx
- f) Attachment F – Bore head discharge flow meter assembly.pdf
- g) Attachment G – Template for Contractor's report and recommendations.docx
- h) Attachment H – Asset information sheet.docx
- i) Attachment I – Map for City of Swan ward boundaries.docx

- 5.3.2 All documents will be provided in digital format only to the Contractor as part of this Request.

5.4 General scope of work – All separable parts

- 5.4.1 The Principal is seeking tenders from suitably qualified and experienced contractors for:
- a) Separable part A: Planned servicing , repairs, and reactive maintenance of Category 1 irrigation infrastructure
 - b) Separable part B: Planned servicing, repairs, and reactive maintenance of Category 2 irrigation infrastructure
 - c) Separable part C: Planned annual servicing, repairs, and reactive maintenance of Category 3 irrigation infrastructure
 - d) Separable part D: Planned monthly servicing, repairs, and reactive maintenance of Category 4 irrigation infrastructure
 - e) Separable part E: Reactive irrigation bore redevelopment for Category 1 and 2 irrigation infrastructure.
- 5.4.2 The irrigation infrastructure is defined by category:
- a) Category One (1) – First priority pumps, motors, and columns.
 - b) Category Two (2) – Second priority pumps, motors, and columns.
 - c) Category Three (3) – In-line filtration systems
 - d) Category Four (4) – Iron filtration systems including chlorine dosing units.
- 5.4.3 The Contractor must supply all the necessary labour, plant, equipment, machinery and chemical products to complete the works in accordance with the Requirements. All travel costs must be incorporated into the rates provided in all Price Schedules.
- 5.4.4 The Contractor must provide all water required for all works and obtain any approvals required for its use where the water source is managed by the Principal.
- 5.4.5 The Contractor must remove all waste material from site and dispose of the waste at a designated waste collection site. All costs associated with the removal and disposal of waste material must be incorporated in the rates provided in all Price Schedules.
- 5.4.6 The Contractor is responsible for the repair of any damage caused by the Contractor, or subcontractors, to the Principal's asset(s) and/or equipment. The Contractor must seek written approval from the Principal before undertaking any remedial, repair or replacement works.
- 5.4.7 The Contractor must ensure that the power supply to any other of the Principal's park and reserve infrastructure is not interrupted and/or turned off during the works.

- 5.4.8 The Contractor will arrange for a licenced Electrician to complete all disconnections and reconnections to power, tagging and making safe of electrical equipment. Where there are two doors on cabinets both sides shall be tagged out.
- 5.4.9 The Contractor will follow the servicing program provided by the Principal in the relevant calendar year. The Principal reserves the right to change or amend the program according to organisational requirements.

5.5 Reactive maintenance works

- 5.5.1 Reactive maintenance shall be completed on all sites listed in Attachments A - D, irrespective of the programmed servicing year.
- 5.5.2 Reactive maintenance requests will be phoned through and confirmed by email from the Principal's Representative and will indicate the priority level as shown in the table below.

PRIORITY LEVEL	ATTENDANCE ON SITE	REPORT
1 - Urgent	Within 1 business day	Within 3 business days of attendance
2 - Non-urgent	Between 1-5 business days	Within 5 business days of attendance

- 5.5.3 Following initial attendance and investigation, the Contractor will provide the Contractor's report and recommendations, as per clause 5.6 of this document.
- 5.5.4 The Contractor will commence works on receipt of a purchase order and in accordance with the approved Contractor's report and recommendations.
- 5.5.5 The Contractor will provide weekly updates of the progress of the planned works by email to the Principal's Representative.

5.6 Contractor's report and recommendations

- 5.6.1 Upon completion of planned servicing for Categories 1-4 irrigation infrastructure, the Contractor will complete the Contractor's report and recommendations. A template of the Contractor's report and recommendations is included in Attachment G of this document. The document will detail the condition of all components in each piece of plant inspected, and include itemised costs for all repairs, replacement and/or other additional works recommended and a timeline for completion. Costs must be consistent with the rates supplied in the relevant Price Schedules.
- 5.6.2 The Contractor shall submit the Contractor's report and recommendations by email to the Principal within five (5) working days of completion of each planned service.
- 5.6.3 Upon initial attendance and inspection for reactive maintenance requests Categories 1-4 irrigation infrastructure, the Contractor will complete the Contractor's report and recommendations.
- 5.6.4 The Contractor shall submit the Contractor's report and recommendations by email to the Principal within three (3) working days of attendance for Priority 1

requests or within five (5) working days of attendance for Priority 2 requests (refer to table in 5.5.2).

5.7 Performance of additional works as per Contractor's report and recommendations

- 5.7.1 The Contractor must obtain written approval from the Principal before proceeding with any remedial or additional works recommended in the Contractor's report and recommendations as per clause 5.6 of this Request.
- 5.7.2 The Principal reserves the right to inspect any worn components proposed to be repaired and/or replaced in the Contractor's report and recommendations. The Principal reserves the right to reject all, or any part of, the Contractor's recommendations.
- 5.7.3 Upon the Principal's approval to proceed, the Contractor shall complete the works in accordance with the recommended repairs.
- 5.7.4 The Contractor must restore all pumps, motors and columns to the manufacturer's specifications and tolerances.
- 5.7.5 During inspection, if the Contractor observes additional works to be performed to the discharge assembly, the Contractor shall refer to the diagram showing a typical bore discharge assembly as required. A diagram of a typical bore discharge assembly is included in Attachment F.
- 5.7.6 Should the Principal reject the Contractor's recommendations for repairs and/or replacements, the Contractor shall reassemble the equipment to its condition prior to dismantling.

5.8 Warranties

- 5.8.1 The Contractor must provide the Principal with a twelve (12) month warranty on all workmanship and parts associated with the servicing works.
- 5.8.2 The warranty period shall commence from the date that the invoice for each pump/motor/column/filtration system is submitted to the Principal. All costs associated with rectification works undertaken during this warranty period shall be borne by the Contractor, unless otherwise agreed with the Principal.

5.9 Standard operating hours

- 5.9.1 Standard operating hours shall be 7:00am to 4:00pm, Monday to Friday, excluding public holidays. The entry and departure of vehicles, plant and equipment from site are restricted to these hours.
- 5.9.2 Any works outside of standard operating hours shall not be undertaken without prior written approval from the Principal.

5.10 Harvest and vehicle movement bans

- 5.10.1 At any time during the period of the Contract, the Contractor must, at no additional cost to the Principal, ensure that the works are carried out in accordance with the requirements of any Total Fire Ban and/or Harvest and Vehicle Movement Ban that may be declared under the *Bush Fire Act 1954* (WA) and Bush Fire Regulations 1954 (WA).

- 5.10.2 The Principal will not be liable for costs or losses associated directly with the Contractor failing to inform itself of any requirements under the above clause 5.10.1 The Contractor has the sole responsibility to make the necessary enquiries and inform itself prior to attending the works site or mobilising its crew and/or personnel to site.
- 5.10.3 The Contractor can inform themselves of upcoming fire and harvest vehicle movement bans which are advertised on the City's website www.swan.wa.gov.au. The City also offers a SMS and email notification subscription which can be signed up to at <https://www.swan.wa.gov.au/services-and-community/emergency-management/burning-restrictions-and-permits-to-burn>.

5.11 Work area

- 5.11.1 The Contractor will only perform works on sites that are specified by the Principal. Works will be authorised by the Principal's Representative either through confirmation of the planned service program, or in other written requests for work. The Principal shall not be charged for any works that have not been requested and approved by the Principal's Representative.
- 5.11.2 The Contractor shall occupy the minimum area necessary at each work site to safely complete the works.
- 5.11.3 The Contractor must not drive vehicles bearing lugged tyres across turfed areas.
- 5.11.4 The Contractor must not store any plant or materials on-site outside of working hours.
- 5.11.5 The Contractor is solely responsible for any plant, equipment, tools, materials or other property left on site.

5.12 Existing services and infrastructure

- 5.12.1 The Contractor must take all reasonable precaution to avoid damage to any existing infrastructure, services and assets present on the work site. This includes, but is not limited to, telecommunications infrastructure, utilities services, and irrigation infrastructure.
- 5.12.2 The Contractor will immediately notify the relevant service authority, and the Principal's Representative, should any damage to existing infrastructure , either below or above ground, occur during the works.
- 5.12.3 The Contractor will assume responsibility for arranging the repair and/or replacement of damaged infrastructure with the relevant service authority. The Contractor will make good any damage within ten (10) working days. All costs associated with repairing damage to the infrastructure and/or property are the responsibility of the Contractor.
- 5.12.4 The Contractor is responsible for completing all applicable enquiries and obtaining all permits required to perform the works prior to the commencement of the works. These include, but are not limited to, Before You Dig Australia (BYDA) enquiries, permits for digging around high-pressure gas mains, and Main Roads Western Australia (MRWA) permits for works on major roads. Permits required from Main Roads Western Australia (MRWA) must be obtained 3 months prior to scheduled works being completed.

5.13 Environmental protections

- 5.13.1 All works shall be carried out in a manner that avoids any damage or disruption to the environment.
- 5.13.2 The Contractor must prevent all contaminants and pollutants from entering streams, lakes, waterways, wetlands and road drainage systems.
- 5.13.3 The rectification of any damage to the environment which the Principal deems attributable to the Contractor's works shall be the Contractor's responsibility. All and any associated costs shall be borne by the Contractor.

5.14 Plant and equipment

- 5.14.1 The Contractor must provide all plant and equipment required to complete the works under this Contract. All associated costs must be incorporated into the rates provided in all Price Schedules.
- 5.14.2 All plant, vehicles and equipment must be in good and safe working condition, and licenced and insured in accordance with State government requirements.
- 5.14.3 The Contractor must carry vehicle fuel and oil spillage kits to allow immediate cleaning of minimum 50 litre fuel or oil spillages. All chemical, fuel or oil spillages or leaks must be contained and immediately removed from contaminated surface(s). The Contractor shall bear the cost of all remedial work resulting from a spillage.
- 5.14.4 All vehicles and equipment must be identifiable and bear the Contractor's brand logo, name and/or contact details.

5.15 Noise limits

- 5.15.1 The Contractor will only use plant and equipment that have effective residential-class silencers fitted to all engine exhausts. Plant and equipment will have engine covers fitted and ensure covers are maintained in good working order.
- 5.15.2 Noise generated by the works must not exceed levels set out under the Environmental Protection (Noise) Regulations 1997 (WA).
- 5.15.3 The Contractor is responsible for any fines, penalties or compensation payments as a result of non-compliance with requirements under the Environmental Protection (Noise) Regulations 1997 (WA).

5.16 Workplace safety

- 5.16.1 The Contractor, its employees and subcontractors are required to conduct all work in a safe manner. The Contractor will ensure no persons, including the general public, are exposed to hazards, as far as is practicable.
- 5.16.2 The Principal reserves the right to instruct the Contractor and/or its employees to cease working if the Principal's Representative considers the work or work area to be unsafe.
- 5.16.3 The Contractor must make provisions for workplace safety on work sites.

- 5.16.4 The Contractor must ensure that there is a sufficiently stocked first aid kit available on site at all times.
- 5.16.5 The Contractor must ensure that adequate and appropriate Personal Protective Equipment (PPE) is provided for all site operations. PPE and general apparel will be maintained in a satisfactory condition.
- 5.16.6 In addition to signage required for traffic control, the Contractor will display appropriate signage to notify the public of works being conducted.
- 5.16.7 Vehicle speeds must not exceed 5km per hour on verges.
- 5.16.8 The Contractor must not leave the work site or any plant or equipment unattended or unprotected at any time.

5.17 Certification of employees

- 5.17.1 The Contractor will ensure that each employee carrying out work is appropriately certified for their specific role in the works.
- 5.17.2 The Contractor will ensure that any employee required to work in a confined space is RIIWHS202E and MSMWHS217 certified to meet the requirements of the Australian Standards listed in clause 5.2.1 of this Request.
- 5.17.3 The Contractor will ensure that its employees have completed diving qualifications that meet the requirements for working underwater according to the legislation listed in clause 5.2.1 of this Request.
- 5.17.4 The Contractor will ensure that all certifications required for each personnel engaged in works under this Contract are current for the duration of the contract.

5.18 Contract management and meetings

- 5.18.1 The Contractor will provide a single point of contact to act in a Contract Manager role. The Contract Manager will be available to be contacted by the Principal's Representative at any time throughout the duration of the Contract.
- 5.18.2 Upon award of the Contract, the Contractor will attend a start-up meeting with the Principal to confirm the planned work program. The meeting will take place at the Principal's Operations Depot, corner Great Northern Highway and Bishop Road, Middle Swan, at a date and time to be nominated by the Principal's Representative.
- 5.18.3 The Contract Manager will attend contract meetings with the Principal's Representative as required to discuss the Contractor's performance. Site meetings may also be required on an ad-hoc basis pending outcomes of site inspections. Tenderers must incorporate all associated costs of the Contract Manager's attendance at the contract and site meetings in the rates provided.
- 5.18.4 Scheduled contract meetings will be held at the Principal's Operations Depot, Great Northern Highway, Middle Swan, for approximately one (1) hour per meeting at a date and time to be nominated by the Principal's Representative.

5.19 Site inspections

- 5.19.1 The Principal reserves the right to conduct on-site inspections during the works to ensure that all works are performed in accordance with the Contract requirements. This may include, but is not limited to, inspection of workplace safety conditions, traffic management practices, site cleanliness and work methodologies.
- 5.19.2 Should any aspect of the works be found to be non-compliant with the requirements during an inspection, the Principal will immediately notify the Contractor. The Contractor must attend site within forty-eight (48) hours to rectify the works. All costs associated with the rectification of works shall be borne by the Contractor.
- 5.19.3 Any defects not rectified by the Contractor within the specified timeframe in clause 5.19.2 may be carried out by the Principal or its contractors, and any costs incurred shall be recovered from the Contractor.

5.20 Contractor personnel conduct

- 5.20.1 The Contractor and its employees shall conduct themselves in a professional and courteous manner.
- 5.20.2 Should a member of the public approach the Contractor, the Contractor will advise the member of the public to contact the Principal's customer service team.
- 5.20.3 The Principal reserves the right to direct the Contractor to remove any personnel from the work site should the Principal deem their conduct unsatisfactory in any way. This condition applies to both the Contractor's employees and subcontractors.

5.21 Invoicing

- 5.21.1 On award of the Contract, the Principal shall provide the Contractor with a Contract number.
- 5.21.2 The Principal shall provide a standing Purchase Order number for all planned servicing.
- 5.21.3 The Principal shall provide a Purchase Order number for each reactive works request.
- 5.21.4 The Contractor must reference the Contract number and purchase order number on all correspondence and invoices.
- 5.21.5 All invoices must be submitted to the Principal on completion of the works and detail the following:
 - a) Location of site/works
 - b) Contract number
 - c) Purchase order number
 - d) Principal's Representative's name
 - e) Description of the works

- f) Date of completion
 - g) Breakdown of costs as per the price schedules in Attachment E of this Request; and
 - h) Copies of invoices for parts from any third-party suppliers, showing the application of percentage markups as supplied in Price Schedules B, D, E, F and G.
- 5.21.6 The Principal reserves the right to withhold payments and/or recover costs for incomplete works or works that do not comply with the Requirements of the Contract.
- 5.21.7 All invoices will be forwarded to operations.general@swan.wa.gov.au
- 5.21.8 The Principal shall pay invoices within twenty (20) days of the date shown on the invoice.

5.22 SEPARABLE PART A – Planned servicing, repairs, and reactive maintenance of Category 1 irrigation infrastructure

- 5.22.1 The works required under Separable Part A include:
- a) The planned servicing of all Category 1 items, sixty-five (65) units in total, listed in Attachment A
 - b) The reactive maintenance of all Category 1 items, sixty-five (65) units in total, listed in Attachment A
 - c) The performance of repair works identified during the planned servicing of Category 1 items.
- 5.22.2 The planned servicing of irrigation infrastructure at each site listed in Attachment A will be performed as follows:
- a) Disconnect the power supply via the bore isolation switch. An 'out of service' tag must be attached where applicable in both high and low voltage compartments in the cabinet
 - b) Disconnect the discharge assembly / manifold
 - c) Remove the pump unit and column, where a column is present within an assembly
 - d) Ensure that both intake and discharge pipe ends are secured to prevent objects from entering the intake and discharge pipes
 - e) Transport all components to and from the Contractor's workshop for inspection
 - f) Inspect for damage, wear, and faults to components
 - g) Reassemble the pump unit upon completion of inspection
 - h) Reinstall pump unit, column, discharge assembly and any other attachment(s)

- i) Reconnect the electrical supply to the pumping unit, ensuring the correct pump rotation is applied
 - j) Complete a one (1) hour flow and pressure test, logging flow, pressure, drawdown, static water level (SWL) and pump motor current. The pressure and flow are to be recorded
 - k) Complete water analysis during the flow and pressure test for bores. An air-free water sample will be taken for analysis by a National Association of Testing Authorities (NATA) accredited laboratory. Analysis of the water sample will include data for reaction, pH, appearance, colour, odour, total soluble salts, total alkalinity, hardness, dissolved Carbon Dioxide, and iron as Fe in solution
 - l) Complete the Contractor's Report and Recommendations, as per clause 5.6 of this Request. Written approval from Principal's Representative is required prior to additional works commencing
 - m) Complete an Asset Information Sheet for equipment at each site, including the pump/motor unit type, power rating (kW), depth of bore, and diameter and length of column and attach to the Contractors Report and Recommendations sheet. A sample Asset Information Sheet is included in Attachment H of this document
 - n) Submit water analysis test results, to the Principal within two (2) months of completion of the service.
- 5.22.3 All reactive maintenance and repair works must be approved by the Principal prior to commencing the works and shall be invoiced using the rates provided in Price Schedule B.
- 5.22.4 All planned maintenance servicing under Separable Part A must be completed in accordance with the program provided by the Principal and finalised by 31 August each servicing year.
- 5.22.5 The Contractor is responsible for all costs associated with the rectification of all non-compliant works. The rectification works will be completed within a timeframe agreeable to by both the Principal and the Contractor, but under no circumstances any later than 30 September of the calendar year in which works are awarded to the Contractor.
- 5.22.6 The Contractor will arrange for a licenced Electrician to complete all disconnections and reconnections to power, tagging and making safe of electrical equipment. Where there are two doors on cabinets both sides shall be tagged out.

5.23 SEPARABLE PART B – Planned servicing, repairs and reactive maintenance of Category 2 irrigation infrastructure

- 5.23.1 The works required under Separable Part B include:
- a) The planned servicing of all Category 2 items, one hundred sixty-nine (169) units in total, listed in Attachment B
 - b) The reactive maintenance of all Category 2 items, one hundred sixty-nine (169) units in total, listed in Attachment B

- c) The performance of repair works identified during the planned servicing of Category 2 items, listed in attachment B.

5.23.2 The planned servicing of irrigation infrastructure at each site listed in Attachment B will be performed as follows:

- a) Disconnect the power supply via the bore isolation switch. An 'out of service' tag must be attached where applicable in both high and low voltage compartments in the cabinet
- b) Disconnect the discharge assembly / manifold
- c) Remove the pump unit and column, where a column is present within an assembly
- d) Ensure that both intake and discharge pipe ends are secured to prevent objects from entering the intake and discharge pipes
- e) Transport all components to and from the Contractor's workshop for inspection
- f) Inspect for damage, wear, and faults to components
- g) Reassemble the pump unit upon completion of inspection
- h) Reinstall pump unit, column, discharge assembly and any other attachment(s)
- i) Reconnect the electrical supply to the pumping unit, ensuring the correct pump rotation is applied
- j) Complete a one (1) hour flow and pressure test, logging flow, pressure, drawdown, static water level (SWL) and pump motor current. The pressure and flow are to be recorded
- k) Complete water analysis during the flow and pressure test for bores. An air-free water sample will be taken for analysis by a NATA-accredited laboratory. Analysis of the water sample will include data for reaction, pH, appearance, colour, odour, total soluble salts, total alkalinity, hardness, dissolved Carbon Dioxide, and iron as Fe in solution
- l) Complete the Contractor's Report and Recommendations, as per clause 5.6 of this Request. Written approval from Principal's Representative is required prior to additional works commencing
- m) Complete an Asset Information Sheet for equipment at each site, including the pump/motor unit type, power rating (kW), depth of bore, and diameter and length of column and attach to the Contractors Report and Recommendations sheet. A sample Asset Information Sheet is included in Attachment F of this document
- n) Submit water analysis test results, to the Principal within two (2) months of completion of the service.

- 5.23.3 All reactive maintenance and repair works must be approved by the Principal prior to commencing the works and shall be invoiced using the rates provided in Price Schedule D.
- 5.23.4 All servicing works under Separable B will be completed in accordance with the program provided by the Principal and finalised by 31 August each servicing year.
- 5.23.5 The Contractor is responsible for all costs associated with the rectification of all non-compliant works. The rectification works will be completed within a timeframe agreeable to by both the Principal and the Contractor, but under no circumstances any later than 30 September of the calendar year in which works are awarded to the Contractor.
- 5.23.6 The Contractor will arrange for a licenced Electrician to complete all disconnections and reconnections to power, tagging and making safe of electrical equipment. Where there are two doors on cabinets both sides shall be tagged out.

5.24 SEPARABLE PART C – Planned annual servicing, repairs and reactive maintenance of Category 3 irrigation infrastructure

- 5.24.1 The works required under Separable Part C include:
 - a) The planned annual servicing of all Category 3 items, ten (10) locations with thirteen (13) irrigation filtration systems, listed in Attachment C
 - b) The reactive maintenance of all Category 3 items, ten (10) locations with thirteen (13) irrigation filtration systems, listed in Attachment C
 - c) The performance of repair works identified during the planned annual servicing of Category 3 items.
- 5.24.2 The Contractor will perform the following works for the planned annual servicing of filtration systems:
 - a) Inspect the filtration systems for damage and faults
 - b) Clean the filtration screens and/or other filtering material as per the manufacturer's servicing requirements
 - c) Backwash and test the filtration system, where applicable, as per the manufacturer's servicing requirements
 - d) Inspect condition of filtration system components
 - e) Complete the Contractor's Report and Recommendations, as per clause 5.6 of this Request.
- 5.24.3 All reactive maintenance and repair works must be approved by the Principal prior to commencing the works and will be invoiced using the rates provided in Price Schedule E.
- 5.24.4 All servicing works under Separable Part C will be completed in accordance with the program provided by the Principal and finalised by 31 August each servicing year.

- 5.24.5 The Contractor is responsible for all costs associated with the rectification of all non-compliant works. The rectification works will be completed within a timeframe agreeable to by both the Principal and the Contractor, but under no circumstances any later than 30 September of the calendar year in which works are awarded to the Contractor.
- 5.24.6 The Contractor will arrange for a licenced Electrician to complete all disconnections and reconnections to power, tagging and making safe of electrical equipment. Where there are two doors on cabinets both sides shall be tagged out

5.25 SEPARABLE PART D – Planned monthly servicing, repairs and reactive maintenance of Category 4 irrigation infrastructure

- 5.25.1 The works required under Separable Part D include:
- a) The planned monthly servicing of all Category 4 items, twenty-five (25) locations with twenty-nine (29) iron filtration systems, as listed in Attachment D
 - b) The reactive maintenance of all Category 4 items, twenty-five (25) locations with twenty-nine (29) iron filtration systems, as listed in Attachment D
 - c) The performance of repair works identified during the planned monthly servicing of Category 4 items.
- 5.25.2 The Contractor will perform the following works for the planned monthly servicing of iron filtration systems:
- a) System test
 - b) Iron level field test.
 - c) Booster pump checks
 - d) Venturi checks
 - e) Check all coils
 - f) Media level check
 - g) Check pre filter
 - h) Check post filter
 - i) Air release check
 - j) Back wash carried out
 - k) Sweep filter enclosure
 - l) Check ventilation/fans
 - m) Check sump pump lights
 - n) Dosing unit check

- o) Inspect condition of all components
 - p) Size of tank
 - q) Complete the Contractor's service report and recommendations, as per clause 5.5 of this Request.
- 5.25.3 The Contractor will perform the following works for the planned monthly filtration system chlorine dosing and inspection service
 - a) Inspection of chlorine dosing units is required every month during the watering period from 1 September to 31 May of the following calendar year, i.e. a total of nine (9) visits per filter
 - b) Inspect the dosing unit components for any damage and/or faults
 - c) Advise the Principal's Representative if chlorine tablets are required. Chlorine tablets used for dosing shall be a stabilised trichlor tablet at chlorine ratio of 900g/Kg
 - d) Complete the Contractor's Report and Recommendations, as per clause 5.6 of this Request.
- 5.25.4 All reactive maintenance and repair works must be approved by the Principal prior to commencing the works and will be invoiced using the rates provided in Price Schedule F.
- 5.25.5 The Contractor is responsible for all costs associated with the rectification of all non-compliant works. The rectification works will be completed within a timeframe agreeable to by both the Principal and the Contractor.
- 5.25.6 The Contractor will arrange for a licenced Electrician to complete all disconnections and reconnections to power, tagging and making safe of electrical equipment. Where there are two doors on cabinets both sides shall be tagged out.

5.26 SEPARABLE PART E – Reactive irrigation bore redevelopment for Category 1 and 2 irrigation infrastructure

- 5.26.1 Irrigation bore redevelopment is to be completed under circumstances including, but not limited to, a change in water supply, a bore component fault, or any other reason determined by the Principal. Price Schedule G includes estimated annual quantities of Category 1 (Attachment A) and Category 2 (Attachment B) bores which may be redeveloped each year.
- 5.26.2 In completing bore redevelopment works, the Contractor must:
 - a) Use cable tools or air development, as determined by the Principal, to clean bore screens and redevelop the bore
 - b) Record all relevant information of standing water levels, the pumping depth and total depth, casing diameter and material for the Principal's records
 - c) Apply to the bore, one (1) or more of the following cleaning agents, depending upon the bore construction and water quality:
 - i. Polyphosphate

- ii. Acid
 - iii. Chloride
 - iv. 650g/kg Chlorine.
- d) Obtain written approval from the Principal for the type and quantity of chemical(s) to be used for cleaning prior to application.
- e) Where surging is to be carried out using the cable tool method, the following tasks must be completed:
- i. Surging will be performed using a tool bar containing a one-way valve and a rubber plunger
 - ii. Rubber washers will be adjusted to ensure a firm fit within the bore
 - iii. Surging will not be prolonged for more than one (1) hour at a time, for a period of up to ten (10) hours or as determined by the Principal. Longer durations of surging require the Principal's approval
 - iv. The screen will be bailed clean of sand and scale to ensure that no foreign material remains within the bore and screen. During redevelopment of the bore, the agitation and re-development of the surrounding aquifer will occur along the entire length of the screen during the surging process
 - v. The volume of sand will be recorded after each bailing.
- f) Once redevelopment has been completed, immediately chlorinate the water to allow free chlorine concentration to reach 200mg/L within the bore
- g) Secure each bore hole so that no damage occurs. In the event of damage the Contractor shall be responsible for all costs resulting in repair or replacement. The rectification works shall be completed within a timeframe agreeable to by both the Principal and the Contractor, but under no circumstances any later than 31 August of the same calendar year that works are contracted to the Contractor
- h) Ensure that all plant and equipment is turned off and secured, including the bore, if the Contractor leaves site during redevelopment
- i) Upon completion of bore redevelopment, the Contractor must:
- i. Return each bore to its original condition for normal pumping operation
 - ii. Run the pump for a minimum of one (1) hour to clear fine materials within the water. This water shall not be pumped through the irrigation system.

5.26.3 All reactive maintenance and repair works must be approved by the Principal prior to completing the works and will be invoiced using the rates provided in Price Schedule G.

- 5.26.4 The Contractor is responsible for all costs associated with the rectification of all non-compliant works. The rectification works will be completed within a timeframe agreeable to by both the Principal and the Contractor, but under no circumstances any later than 30 September of the calendar year in which works are awarded to the Contractor.
- 5.26.5 The Contractor will arrange for a licenced Electrician to complete all disconnections and reconnections to power, tagging and making safe of electrical equipment. Where there are two doors on cabinets both sides shall be tagged out.

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): _____

I/we confirm that I/we are submitting a Tender for Separable part A / Separable part B / Separable part C / Separable part D / Separable part E (please circle the applicable).

In relation to RFT24JR18-SOR – Provision of irrigation infrastructure services – Separable parts, 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 <u>IS</u> 'the Tenderer'. The Tenderer must be a single legal entity capable of entering into a contractual arrangement in the Tenderer's name.</p>	<p>Attachment 1</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 https://asic.gov.au/) and label it "Attachment 2 – ASIC documentation".</p> <p>The extract must have been performed within the current financial year and reflect the current company director(s).</p>	<p>Attachment 2</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>Attachment 3</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>Attachment 4</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>Attachment 5</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".	Attachment 6 <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".	Attachment 7 <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 must 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.	Attachment 8 <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".	Attachment 9 <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.	Attachment 10 <input type="checkbox"/> Tick✓if attached
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Type	Insurer	Policy No.	Value (\$)	Expiry date
Public liability				
Product 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".	Attachment 11 <input type="checkbox"/> Tick✓if attached
Tenderers must complete Schedule B Tenderer's safety record and submit it labelled as "Attachment 12 – Safety record".	Attachment 12 <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) Have you complied with all necessary licences and registration? RIIWH202E – Enter and work in confined spaces MSMWHS217 – Gas test atmospheres	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.

Relevant experience Demonstrate your organisation's experience in completing/supplying similar Requirements. Tenderers shall as a minimum address the following information: <ul style="list-style-type: none"> (a) Provide details of similar work (b) Provide scope of the tenderer's involvement including details of outcomes (c) Provide details of issues that arose during the project and how these were managed (d) Demonstrate sound judgement and discretion (e) Complete Schedule C and Schedule D. Supply details in an attachment and label it "Attachment 13 – Relevant experience".	Attachment 13 <input type="checkbox"/> Tick✓if attached
Skills and experience of key personnel Tenderers should provide as a minimum information of proposed personnel to be allocated to this project, such as: <ul style="list-style-type: none"> (a) Their role in the performance of the Contract (b) Curriculum vitae (c) Membership to any professional or business association (d) Qualifications, with particular emphasis on experience of personnel in projects of a similar requirement (e) Copies of high risk licences and first aid training 	Attachment 14 <input type="checkbox"/> Tick✓if attached

<p>(f) Personnel training matrix or equivalent, detailing the current certification of workers to be allocated to this project.</p> <p>(g) Any additional information.</p> <p>Supply details in an attachment and label it "Attachment 14 – Key personnel".</p>	
<p>Methodology</p> <p>Tenderers should demonstrate an appreciation of the Requirements and provide an outline of their proposed methodology. The following information must be addressed at a minimum:</p> <p>(a) Scheduling of works to meet timeframes</p> <p>(b) Performance of servicing irrigation pump units, servicing of multiple stage pump stations and irrigation filtration systems</p> <p>(c) Redevelopment of water irrigation bores</p> <p>(d) Servicing reporting.</p> <p>Supply details in an attachment and label it "Attachment 15 – Methodology":</p>	<p>Attachment 15</p> <p><input type="checkbox"/></p> <p>Tick✓if attached</p>
<p>Safety</p> <p>Demonstrate the safety processes and procedures to be employed in undertaking works under the separable part(s) for which the Tenderer is quoting. Tenderers must at a minimum supply the following information:</p> <p>(f) Safe work method statements (SWMS) for all work tasks to be completed under the Contract</p> <p>(g) Safety processes for all work tasks to be completed under the Contract</p> <p>(h) A recent example of a safety audit performed on a client's work site.</p> <p>Supply details in an attachment and label it "Attachment 16 – Safety processes".</p>	<p>Attachment 16</p> <p><input type="checkbox"/></p> <p>Tick✓if attached</p>

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

<p>Schedule of rates – variable prices.</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>
<p>Attach price schedule(s) and label "Attachment 17 – Price schedule(s)"</p>	<p>Attachment 17</p> <p><input type="checkbox"/></p> <p>Tick✓if attached</p>
<p>Do you agree to the price variation mechanism below?</p> <p>Consumer price index (CPI) – Perth All groups CPI as reported for the quarter immediately preceding the date of award and release of the Contract, to be applied annually on Contract anniversary.</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>

If no, please indicate how your proposed price variation mechanism differs from the one outlined above. Supply details and label it "Attachment 18 – Price variation mechanism".	Attachment 18 <input type="checkbox"/> Tick✓if attached
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6.4.2 Price schedule

This section contains price information in the form that the Principal wishes to receive it. Tenderers must complete all of the following price schedules. Before completing the price schedules, 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.

SEPARABLE PART A

Price Schedule A – Schedule of rates for planned servicing of Category 1 irrigation infrastructure

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.

Applicants will enter 'no kit' in the line if the service part/kit is not available. The prices submitted shall cover all costs associated with completing a planned service, including travel between sites.

Tenderers must refer to clause 5.3.1 (e) Attachment E - Price schedule package.

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

Price Schedule B – Schedule of rates for additional and reactive services for Category 1 irrigation infrastructure

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.

The Tenderer shall provide pricing for additional and reactive services as listed in this Request.

Tenderers must refer to clause 5.3.1 (e) Attachment E - Price schedule package.

Additional services require authorisation by the Principal.

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

SEPARABLE PART B**Price Schedule C – Schedule of rates for planned servicing of Category 2 irrigation infrastructure**

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.

Applicants will enter 'no kit' in the line if the service part/kit is not available. The prices submitted shall cover all costs associated with completing a planned service, including travel between sites.

Tenderers must refer to clause 5.3.1 (e) Attachment E - Price schedule package.

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

Price Schedule D – Schedule of rates for additional and reactive services for Category 2 irrigation infrastructure

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.

The Tenderer shall provide pricing for additional and reactive services as listed in this Request.

Tenderers must refer to clause 5.3.1 (e) Attachment E - Price schedule package.

Additional services require authorisation by the Principal.

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

SEPARABLE PART C**Price Schedule E – Schedule of rates for planned annual servicing, repairs and reactive maintenance of Category 3 irrigation infrastructure**

Applicants shall price all tasks in the Price Schedule. 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.

The prices submitted shall cover all costs associated with completing a standard yearly service, including travel between sites.

Tenderers must refer to clause 5.3.1 (e) Attachment E - Price schedule package.

Additional services require authorisation by the Principal.

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

SEPARABLE PART D**Price Schedule F – Schedule of rates for planned monthly servicing, repairs and reactive maintenance of Category 4 irrigation infrastructure**

Applicants shall price all tasks in the Price Schedule. 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.

The prices submitted shall cover all costs associated with completing a standard yearly service, including travel between sites.

Tenderers must refer to clause 5.3.1 (e) Attachment E - Price schedule package.

Additional services require authorisation by the Principal.

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

SEPARABLE PART E**Price Schedule G – Reactive irrigation bore redevelopment for Category 1 and 2 irrigation infrastructure**

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

Tenderers must refer to clause 5.3.1 (e) Attachment E - Price schedule package.

Additional services require authorisation by the Principal.

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

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. AS45001:2018?		
Can you provide a copy of Manual Task procedure and/or outline of Manual Task Training.		
Can you provide a copy of your Confined Space procedure.		
Can you provide a copy of your Working in Isolation procedures (where relevant).		
Can you provide a copy of your PPE Management procedure.		
Can you provide a copy of Isolation and Tag-out Procedure.		
Can you provide a copy of a Risk Management procedure/process for identifying controlling and reviewing hazards, risks e.g. workplace inspections, hazard / incident reporting, risk register, corrective actions registers, audits (internal /external) or a SWMS, WRAP, JSA for a similar project.		
Can you provide an example of your excavation procedure.		

Complete the following details and submit with your Tender labelled as “Attachment 12”.

[illegible]

Schedule C. Project reference sheet

Each Tenderer shall, when addressing qualitative criteria on 'relevant experience', submit the following details and submit with your Tender labelled as "Attachment 13(a)".

Name of the project	Value (approx)	Date started	Date completed	Client	Referee's name	Telephone number

Schedule D.Tenderer's resources schedule

Complete the following tables and submit with your Tender labelled as "Attachment 13(b)":

Tenderer's organisational commitment schedule.

Project	Description	Value as let	Date started	Date completed/ anticipated date of practical completion

Tenderer's committed human resources schedule

Employee name	Employee position	Dates unavailable

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 of the provision of servicing and reactive maintenance of pumps, bores, pump stations and filtration systems (irrigation infrastructure) located throughout the City of Swan.

Work not included

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

- (a) Not applicable

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.

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 2022* (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) 7:00am to 4:00pm Monday to Friday excluding public holidays

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:

- (a) Twelve (12) month warranty on all workmanship and parts associated with the servicing works.

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.

THIS IS THE END OF THIS DOCUMENT