



REQUEST FOR TENDER

Request for Tender (RFT):	Provision of a kerbside domestic refuse and recycling bin collection service and provision of bulk waste bin supply and collection service.
Deadline:	4pm Thursday 16 July 2026
Address for Delivery:	<p>Shire of Dandaragan Jurien Bay Administration Centre 69 Bashford Street (PO Box 676) JURIEN BAY WA 6516</p> <p><i>EMAILED TENDERS WILL BE ACCEPTED</i></p>
RFT Number:	02/2026

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1 PRINCIPAL'S REQUEST

1.8 GENERAL INFORMATION AND CONTRACT REQUIREMENTS IN BRIEF

The Shire of Dandaragan, consisting of the townsites of Jurien Bay, Cervantes, Dandaragan and Badgingarra, has a requirement for a combined regular, efficient collection service of kerbside refuse from designated developed properties, council land and commercial developments within the prescribed collection areas of the Shire of Dandaragan. Kerbside recycling collection service is also to form part of this contract.

- Council currently owns, supplies and repairs all 240 MGB's.
- There is currently a domestic and recycling service provided.
- The proposed domestic and recycling collection service will commence from 1 September 2026
- The contract period will be for seven (7) years with an option of a further five (5) years and a final option of a further five (5) years ending on 31 August 2043.

1.2 TENDER DOCUMENTS

This Request for Tender is comprised of the following parts:

- (a) Part 1 – Principal's Request (read and keep this part);
- (b) Part 2 – Specification and/or plans/drawings (read and keep this part);
- (c) Part 3 – Tenderer's Offer (complete and return this part);
- (d) Part 4 – Appendix A – Special Conditions of Contract (read and keep this part);
- (e) Part 5 – Appendix B – General Conditions of Contract (read and keep this part); and
- (f) Part 6 – Appendix C – Maps of Rubbish Collection Area (read and keep this part).

1.3 DEFINITIONS

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

Attachments:	The documents you attach as part of your Tender;
Contractor:	Means the person or persons, corporation or corporations whose Tender is accepted by the Principal, and includes the executors or administrators, successors and assigns of such person or persons, corporation or corporations;
Deadline:	The deadline for lodgement of your Tender;
General Conditions of Contract:	Means the General Conditions of Contract nominated in Part 1;
Offer:	Your offer to be selected to supply the Requirements;
Principal:	Shire of Dandaragan
Request:	This document;
Requirements:	The services requested by the Principal;
Selection Criteria:	The criteria used by the Principal in evaluating your Tender;
Special Conditions:	The additional contractual terms;

Specification:	The statement of Requirements that the Principal requests you to provide if selected;
Tender:	Completed Offer form, response to the Selection Criteria and Attachments;
Tenderer:	Someone who has or intends to submit an Offer to the Principal.
MGB:	A mobile garbage bin of Australian Standards (up to 240l)
Skip bin:	A mobile bulk waste bin with lids or otherwise as required for various applications and environments

1.4 HOW TO PREPARE YOUR TENDER

- (a) Carefully read all parts of this document.
- (b) Ensure you understand the Requirements.
- © Complete and return the Offer (Part 3) in all respects and include all Attachments.
- (d) Make sure you have signed the Offer Form and responded to all of the Selection Criteria.
- © Lodge your Tender in the required method before the Deadline.

1.5 CONTACT PERSONS

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

Contractual and Specification Enquiries

Name: Will Miller
Manager of Operations and Community Safety
Telephone: 9652 0800
Email: Williamm@dandaragan.wa.gov.au

1.6 TENDER SITE INSPECTION

An inspection is not mandatory. However, a site inspection can be arranged by contacting Will Miller.

1.7 EVALUATION PROCESS

The Supply of a Tender does not commit the Principal to include any organisation on the shortlist in the event that the project proceeds.

This is a Request for Tender (RFT).

Your Tender will be evaluated using information provided in your Tender.

The following evaluation methodology will be used in respect of this Request:

- (a) Tenders are checked for completeness and compliance. Tenders that do not contain all information requested (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.
- © The most suitable Tenderers may be short listed and may also be required to clarify their Tender, make a presentation, demonstrate the product/solution offered and/or open premises for inspection. Referees may also be contacted prior to the selection of the successful Tenderer.

A contract may then be awarded to the Tenderer whose Tender is considered the most advantageous Tender to the Principal.

1.8 SELECTION CRITERIA

The Contract may be awarded to a sole Tenderer who best demonstrates the ability to provide quality products and/or services at a competitive price. The tendered prices will be assessed together with qualitative and compliance criteria to determine the most advantageous outcome to the Principal.

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

This means that although price is considered, the Tender containing the lowest price will not necessarily be accepted, or no Tender will necessarily be accepted, nor will the Tender ranked the highest on the qualitative criteria.

1.8.1 Compliance Criteria

These criteria are detailed within Part 3 of this document and will not be point scored. Each Tender will be assessed on a Yes/No basis as to whether the criterion is satisfactorily met. An assessment of “No” against any criterion may eliminate the Tender from consideration.

1.8.2 Qualitative Criteria

In determining the most advantageous Tender, the Evaluation Panel will score each Tenderer against the qualitative criteria listed below and with further detail provided in Part 3 of this document.

Criteria	Weighting
Tenderers experience and demonstrated understanding	15%
<ul style="list-style-type: none"> • Demonstrated experience and knowledge of waste services operations • History of carrying out similar contracts to a high standard • Provide a minimum of three referees relative to this criterion 	
Tenderers resources	15%
<ul style="list-style-type: none"> • Suitability qualified and experienced personnel • Identify the fleet and other relevant resources on hand to carry out the tender 	

<ul style="list-style-type: none"> Proposed contingency measures to ensure continuation of services (plant and personnel) 	
Provision of a recycling service	10%
<ul style="list-style-type: none"> Does the Tenderer have the means and equipment to provide a kerbside recycling pickup service Does the Tenderer have access to a suitable recycling handling centre to manage the goods outside of the Shire of Dandaragan 	
Provision of a bulk waste skip bin service	10%
<ul style="list-style-type: none"> Does the Tenderer have the means and equipment to provide a bulk waste skip bin service Does the Tenderer have the resources and means to provide this service to other businesses and individuals throughout the Shire 	

NOTE: It is essential that Tenderers address each qualitative criterion.

Information that you provide addressing each qualitative criterion will be point scored by the Evaluation Panel.

Failure to provide the specified information may result in elimination from the tender evaluation process or a low score.

1.8.3 Price Considerations

The weighted price method is used where price is considered to be crucial to the outcome of the contract. The price is then assessed with quality.

Criteria	Weighting
Tendered price per individual collection	40%
<ul style="list-style-type: none"> Competitiveness of price per unit pickup (recycling and general waste) Competitiveness of bulk waste bin service 	
Suitability of Price Adjustment Mechanisms	10%
<ul style="list-style-type: none"> Competitiveness of price adjustment mechanisms Fairness and transparency of adjustment mechanisms Scalability of adjustment mechanisms 	

The tendered price will be considered along with related factors affecting the total cost to the Principal; e.g.: the lifetime operating costs of goods or the Principal's contract management costs may also be considered in assessing the best value for money outcome.

1.9 PRICE BASIS

All prices for services offered under this Request are to be fixed for the term of the Contract. Tendered prices must include Goods and Services Tax (GST).

1.9.1 Annual Cost Adjustments

Following completion of the first 18 months (March 2028) of the contract the contractor may claim to adjust the contract price applying to the following 12 month period (financial year) by a pro-rata amount equal to the March quarter Consumer Price Index for Perth as published by the Australian Bureau of Statistics.

For subsequent years the contractor may claim to adjust the contract price applying to the following 12 month period by an amount equal to the March quarter Consumer Price Index for Perth as published by the Australian Bureau of Statistics.

Once per year unless otherwise indicated prices tendered must include all applicable levies, duties, taxes and charges. Any charge not stated in the Tender, as being additional will not be allowed as a charge for any transaction under any resultant Contract.

1.9.2. Price Adjustment Mechanisms

The Shire requires all Tenderers to identify any assumptions underpinning their pricing, particularly where costs are subject to future fluctuations.

The Shire of Dandaragan is to be supplied copies of the terms and conditions applicable for any surcharges, fuel levies or other cost escalations that the Tenderer has in place. Any surcharges or levies not identified within the Tenderers offer will not be accepted once the Contract commences.

1.10 CONDITIONS OF TENDERING

1.10.1 Lodgement of Tenders and Delivery Method

The Tender must be lodged by the deadline. The deadline for this Request is 4pm Friday 22 May 2026

The Tender is to be delivered in the following options:

- (a) emailed to tenders@dandaragan.wa.gov.au with the electronic copy clearly stating tender number and title as shown on the front cover of this Request; or
- (b) delivered by hand and placed in the Tender Box at the Shire of Dandaragan, 69 Bashford Street, Jurien Bay WA 6516 (by the Tenderer or the Tenderer's private agent) clearly stating tender number and title as shown on the front cover of this Request; or
- (c) posted through the mail to the Chief Executive Officer at PO Box 676, Jurien Bay, WA. 6516 clearly stating tender number and title as shown on the front cover of this Request.

1.10.2 Rejection of Tenders

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

- (a) it is not submitted before the Deadline; or
- (b) it is not submitted at the place specified in the Request; or
- (c) if it fails to comply with any other requirements of the Request.

1.10.3 Late Tenders

Tenders received:

- (a) after the Deadline; or
- (b) in a place other than that stipulated in this Request;

will not be accepted for evaluation.

1.10.4 Acceptance of Tenders

Unless otherwise stated in this Request, Tenders may be for all or part of the requirements and may be accepted by the Principal either wholly or in part. The Principal is not bound to accept the lowest Tender and may reject any or all Tenders submitted. No tender may be deemed to be accepted until the Tenderer is so advised in writing. In the event of acceptance of any tender, the undersigned Tenderer shall attend at a time mutually agreed but within ten (10 days) of the Local Government's acceptance of the tender, at the Local Government's office for the purpose of signing the formal Instrument of Contract to incorporate such tender as a binding contract.

1.10.5 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* or under a Court order.

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

1.10.6 Alternative Tenders

All Alternative Tenders MUST be accompanied by a conforming Tender.

Tenders submitted as Alternative Tenders or made subject to conditions other than the General and Special Conditions of Contract must in all cases arising be clearly marked "ALTERNATIVE TENDER".

The Principal may in its absolute discretion reject any Alternative Tender as invalid. Any printed "General Conditions of Contract" shown on the reverse of a Tenderer's letter or quotation form will not be binding on the Principal in the event of a Contract being awarded unless the Tender is marked as an Alternative Tender.

1.10.7 Tender Validity Period

All Tenders will remain valid and open for acceptance for a minimum period of ninety (90) days from the Deadline or forty-five (45) days from the Council's resolution for determining the Tender, whichever is the later unless extended on mutual agreement between the Principal and the Tenderer in writing.

1.10.8 General Conditions of Contract

Tenders will be deemed to have been made on the basis of and to incorporate the General Conditions of Contract for the Provision of Services (**refer to Appendix B**).

1.10.9 Precedence of Documents

In the event of there being any conflict or inconsistency between the terms and conditions in this Request and those in the General Conditions of Contract, the terms and conditions appearing in this Request will have precedence.

1.10.10 Tenderers to inform themselves

Tenderers will 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 Tenders including tendered prices which will 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 and that negotiations are to be carried out in good faith; and
- (e) satisfied themselves they have a full set of the Request documents and all relevant attachments.

1.10.11 Alterations

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

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

1.10.12 Risk Assessment

The Principal may have access to and give consideration to:

- (a) any risk assessment undertaken by a credit rating agency; and
- (b) any information produced by the Bank, financial institution, or accountant of a Tenderer;

so as to assess that Tender and may consider such materials as tools in the Tender assessment process.

1.10.13 Ownership of Tenders

All documents, materials, articles and information submitted by the Tenderer as part of or in support of a Tender will 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 be entitled to retain copyright and other intellectual property rights therein, unless otherwise provided by the Contract.

1.10.14 Canvassing of Officials

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

1.10.15 Identity of the Tenderer

The identity of the Tenderer and the Contractor is fundamental to the Principal. The Tenderer will be the person, persons, corporation or corporations named as the Tenderer in Part 3 and whose execution appears on the Offer Form in Part 3 of this Request. Upon acceptance of the Tender, the Tenderer will become the Contractor.

1.10.16 Tender Opening

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

The names of the persons who submitted a Tender by the due deadline will be read out at the tender opening. No discussions will be entered into between Tenderers and the Principal's officers present or otherwise, concerning the Tenders submitted.

The Tender opening will be held at **4:00pm Thursday 16 July 2026** at the Shire of Dandaragan, 69 Bashford Street, Jurien Bay WA 6516.

1.10.17 In-House Tenders

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

2 SPECIFICATION

2.1 INTRODUCTION

The Shire of Dandaragan is requesting tenders for the provision of a regular, efficient kerbside recycling and rubbish collection service for the properties within the existing rubbish collection area of the Shire of Dandaragan. The successful tenderer will be required to collect 240 litre recycling bins and 240 or 140 litre domestic waste bins for each property to be serviced.

As at the 10 March 2026 the following number of properties are serviced with at least one general waste bin and one recycling bin across the four localities in the Shire of Dandaragan:

Jurien Bay	1681 (estimated 1800 of each bin)
Cervantes	561 (estimated 625 of each bin)
Dandaragan	93 (estimated 100 of each bin)
<u>Badgingarra</u>	<u>41 (estimated 60 of each bin)</u>

Total Properties Serviced 1947 (estimated total of each bin type 2585)

The Shire of Dandaragan operates a licenced landfill facility In Jurien Bay and three transfer stations in Cervantes, Dandaragan and Badgingarra. The Shire of Dandaragan does not process recyclable materials, other than that for transfer to a suitable facility.

2.2 SCOPE OF WORK

2.2.1 General Waste Collection

The Shire of Dandaragan provides a weekly kerbside general waste service to all its residents in the townsites of Jurien Bay, Cervantes, Badgingarra and Dandaragan, and some commercial businesses and populated rural areas surrounding these towns.

There are currently an estimated 2585 general waste collections per week in the domestic and commercial kerbside program.

In addition to the domestic and commercial collections, there is also a further estimated 120 public bins collected between the four townsites, including an estimated 30 enclosed bins which the contractor will be responsible for preparing/moving to the kerbside pickup point. These public bins are expected to be picked up once per week in Dandaragan and Badgingarra, ahead of the weekend, whilst Jurien Bay and Cervantes public bins will be emptied twice weekly, either side of the weekend. Due to the influx of tourists during peak periods, additional on demand requests to empty the public bin network may occur from time to time as required.

2.2.2 Recycling Collection

In conjunction with the weekly general waste service, the Shire also offers a fortnightly kerbside recycling bin collection to all properties included in the general waste kerbside collection.

There are currently an estimated 2705 general waste collections per week. It is anticipated that a lesser number of recycling collections (estimated 2500) will be required to be collected per fortnight.

There may be certain times of the year that additional recycling bins are required to be collected after community events (i.e. Turquoise Coast Festival) and also during the Christmas period where an additional recycling pickup is offered to residents, pending contractor availability. These bins would be collected on the prescribed collection day and at the contract price.

There are several recycling bins that are required to be collected from the four shire Waste Disposal Sites on an ad-hoc basis. These bins are used to collect recyclables from residents not receiving a kerbside collection service.

The following goods are to be collected by the Contractor as part of the fortnightly recycling collection service:

- Paper and Cardboard
- Glass bottles and jars
- Aluminium cans and foil
- Steel cans
- Plastic (including polyethylene terephthalate (PET) and polyvinyl chloride (PVC) and high density polyethylene (HDPE)
- Milk & juice cartons

Other recyclable goods can be collected at the discretion of the Contractor and in consultation with Council.

All collected recyclables are the property of the Contractor in the absence of a container deposit scheme.

The approval of the Principal will be required for the discontinuance in collecting any specific goods. It should not be assumed by the Contractor that such approval will be granted by the Principal.

No collected recyclables shall be disposed of directly to landfill without the express authority of the Shire of Dandaragan Executive Manager of Infrastructure or Chief Executive Officer.

Any recyclables that are rejected for recycling are the responsibility of the contractor to dispose of at no charge to the Shire of Dandaragan. Reasonable care should be taken by the contractor in the collection and transport of recyclables to reduce the amount of breakages.

Refer Appendix C for plans of the rubbish collection area.

The Shire of Dandaragan reserves the right to change the collection area by modifying the boundaries of the collection area.

2.2.3 Bulk Waste Collection (Skip Bins)

The Shire of Dandaragan provides skip bins in several locations across the Shire to meet peak demand needs, reduce the occurrence of incorrectly disposed waste, and to reduce the strain on the public (240L) bin network. Skip bins of medium to large size with lids is the preferred bin type for all bulk waste collection sites.

The following schedule applies to skip bin supply and collection:

Location	Number of Bins	Time of Year	Frequency of Emptying
Jurien Bay Oval	3	All School Holidays	Weekly
Jurien Bay Oval	3	All Long Weekends (Thurs-Tues)	Once
Cervantes Oval	2	Summer and Autumn School Holidays	Weekly
Cervantes Oval	1	Winter and Spring School Holidays	Weekly
Sandy Cape	10	All year	Weekly

2.3 SPECIFIC REQUIREMENTS FOR COLLECTION OF REFUSE AND RECYCLABLES

2.3.1 Bins

Kerbside Refuse Collection Service

The Shire currently owns all 240lt MGB's and will purchase all new bins on an as required basis including both 240lt and 140lt bins

Kerbside Recycling Collection Service

The Shire currently owns all 240lt MGB's and will purchase all new bins on an as required basis including both 240lt and 140lt bins

2.3.2 Collection Vehicles

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

- be in reliable mechanical condition;
- be licensed, and compliant with applicable Acts, regulations and local laws;

- be driven by competent, qualified and licensed operators
- be regularly maintained, serviced and cleaned;
- be sufficiently sealed to prevent the escape or leakage of solid and liquid waste.
- Not emit noise in excess of the noise guidelines of Residential Areas as required by the Department of Environment and Conservation.
- Be painted and suitability professionally sign written to display the Contractors name, phone number and logo.

The Contractor shall have in readiness at least one suitable back up vehicle.

2.3.3 *Collection*

2.3.3.1 **Frequency of Collection**

- The Contractor shall at the Contractor's expense collect all refuse in 140 or 240 litre bins not less frequently than once each week.
- The collection of all recyclables in 240 litre bins shall be collected not less frequently than once a fortnight.
- Applications to alter collection days will only be considered when made in writing by the contractor prior to 1 March each year of the contract, to come into effect at the Council's adoption of the annual budget.
- Any significant delays (one or more days than usual day of service) of service must be reported immediately to Council.
- The cost of notification of delays to residents is to be borne by the Contractor.
- As of the 10 March 2026 there are approximately 2705 refuse collections per week and there are approximately 2500 recyclable pickups per fortnight. The contractor should expect to see a steady increase in the number of bins as the population increases.

2.3.3.2 **Refuse Collection Times**

The Contractor shall ensure that domestic general waste and recyclables are collected between the hours of 6.00 am and 6.00 pm on a working day and from week to week the time of collection from each street is reasonably consistent. Collection of waste and recyclables in the public bin network may commence from 5:00am.

The Contractor shall at the Contractor's expense advertise any change of service collection times.

2.3.3.3 **Removal of Spillage**

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

2.3.4 *Excess Refuse*

The Contractor shall collect from each service (either domestic or commercial) at least one MGB (140 or 240 litre) for refuse weekly and one MGB (240 litre) for recyclables fortnightly. The Contractor shall not be obliged to pick up or collect or remove waste which is:

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

2.3.5 *Excess Weight*

Bins containing in excess of 70 Kilograms of waste shall be deemed overweight and the Contractor shall not be obliged to pick up or remove those bins until the weight of the bin is satisfactory.

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

2.3.6 *Prohibited Waste*

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

The Contractor will also not collect any liquid or building and construction waste.

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

2.3.7 *Collection of Missed Bins*

Any number of refuse or recycling bins not collected by default of the Contractor will be collected by the contractor within 24 hours by the contractor.

The collection cost for collection of any missed bins will be borne by the contractor.

2.3.8 *Damage to Property*

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

2.3.9 *Excusable Delay (Force Majeurie)*

The Contractor shall not be liable for delay in the provision of this Contract which is caused directly or indirectly by Acts of God, strikes, fire, flood, riot, civil commotion, outbreak of war, acts of hostility, acts if Government in its sovereign capacity, unusually severe weather

which prohibits service on Work Health and Safety grounds of any other cause beyond the reasonable control of the Contractor.

2.3.10 Disposal of Residue from Processed Recyclables and Collected Domestic/Commercial refuse

Disposal of residue from processed recyclables is to be arranged by the contractor.

Residue may be disposed of at the Jurien Bay Waste Disposal site at no charge to the contractor.

An accurate measurement of residue disposed of is to be supplied to the Principal with the monthly invoices.

All collected domestic and commercial refuse (other than recyclables) for the towns of Jurien Bay, Cervantes, Dandaragan and Badgingarra is to be deposited at the Jurien Bay Landfill Site at no charge to the Contractor.

The Contractor is to cooperate with the site operators when depositing collected refuse.

2.3.11 Contractors Administration

The Contractor shall from time to time and as required by the Principal provide to the Principal such information regarding this contract and its administration and implementation as the Principal may require. The Contractor shall keep and maintain full and complete and accurate records of all works, matters and things undertaken or done by the Contractor for or in relation to the fulfillment by the Contractor of the Contractor's obligations under this contract.

2.3.12 Reporting to the Principal

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

1. the number, type and location of domestic, commercial and public refuse and recycling bins collected each week by the Contractor;
2. all problems encountered by the Contractor during the course of the contract;
3. the Contractor's suggestion for improvement to this contract and the reasons for such suggestions
4. a summary of all complaints received or made by the Contractor and all action taken in respect of such complaints
5. Volumes / weights of rubbish delivered to the Jurien Bay and Dandaragan Waste Disposal Sites every 3 months in an agreed format; and
6. Volumes / weights / types of materials recycled every 3 months in an agreed format.

2.3.13 Contact Numbers

The Contractor shall at all times during the term of this contract and any extension thereof provide a telephone answering service to enable the public and the Principal to contact the

Contractor at all times both during normally working hours and additionally after hours and on days other than working days.

2.3.14 Contractor's Staff

The Contractor shall at all times during the term of this contract provide and use only competent, qualified and (where necessary) licensed staff to use and/or operate all plant and equipment provided by the Contractor and to carry out and effect all of the obligations herein to be performed and observed by the Contractor. The Contractor is to use reasonable endeavors to ensure that staff is sober and not under the influence of drugs while performing the requirements of the contract. Staff are to conduct themselves towards the public in a civil and inoffensive manner and not to seek or demand any fee, reward or gratuity in respect of the performance of the collection service.

2.3.15 Payment

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

1. the number of collections of domestic waste;
2. the number of collections of recycling bins ;
3. the number of public refuse bin collections;

for the month in respect to which the invoice relates.

The Contractor's invoice shall be calculated by applying the information referred to in Clause 5.1.6 to the Rates.

Notwithstanding any other provision hereof to the contrary the Rates shall be deemed to be varied each year on the 1 July of each year by applying the same percentage increase as the increase over the period of twelve (12) months to the last complete quarter prior to that date in the March quarter Consumer Price Index for Perth as provided by the Australian Bureau of Statistics.

The Principal shall pay to the Contractor the amount of the Contractor's invoice within fourteen (14) days of receipt of the Contractor's invoice.

Payment is in Australian Dollars.

2.3.17 Principal's Representative

The Principal's representative for the contract shall be the Executive Manager of Infrastructure or his/her delegated representative.

3 FORM OF TENDER

3.1 OFFER FORM

The Chief Executive Officer
 Shire of Dandaragan
 Jurien Bay Administration Centre
 PO Box 676
 JURIEN BAY WA 6516

I/We _____
 (BLOCK LETTERS)

of _____
 (ADDRESS)

ABN: _____ ACN (if any): _____

Telephone No: _____ Facsimile No: _____

E mail (if any): _____

In response to Request for Tender 02/2026 Provision of a kerbside domestic refuse and recycling collection service

I/We agree that I am/We are bound by, and will comply with this Request and its associated schedules, attachments, all in accordance with the Conditions of Tendering contained in this Request signed and completed.

The tendered price is valid up to ninety (90) calendar days from the date of the tender closing or forty-five (45) days from the Council's resolution for determining the Tender, whichever is the later unless extended on mutual agreement between the Principal and the Tenderer in writing.

I/We agree that there will be no cost payable by the Principal towards the preparation or submission of this Tender irrespective of its outcome.

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: _____

Name of authorised signatory: _____

(BLOCK LETTERS)

Position: _____

Address: _____

Witness Signature: _____

Name of witness: _____
(BLOCK LETTERS)

Address: _____

3.2 TENDERER'S RESPONSE

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

(NOTE: All pages within Part 3 are to be completed and returned to the Principal as they form part of your Tender submission).

3.2.1 Organisational Profile

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

3.2.2 Referees

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

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

3.2.4 Subcontractors

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

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

3.2.6 *Financial Position*

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

3.2.7 *Quality Assurance*

The quality assurance for this Tender is: ISO:9001 Does your organisation have any quality assurance or quality assurance systems?	Yes / No
If you propose to subcontract, does your subcontractor have a “third party” quality management system in place?	Yes / No

Supply evidence or details of your quality assurance position and where relevant of your supplier's or subcontractor's position, in an attachment labelled " Quality Assurance ".	"Quality Assurance"	Tick if attached <input type="checkbox"/>
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3.2.8 Insurance Coverage

The insurance requirements for this Request are stipulated in the Special Conditions. Tenderers are to supply evidence of their insurance coverage in a format as outlined below or in an attachment labelled " Insurance Coverage ". A copy of the Certificate of Currency is to be provided to the Principal within 14 days of acceptance of the tender.	"Insurance Coverage"	Tick if attached <input type="checkbox"/>
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<i>Type</i>	<i>Insurer - Broker</i>	<i>Policy Number</i>	<i>Value (\$)</i>	<i>Expiry Date</i>
Public Liability				
Comprehensive motor vehicle insurance				
Professional Indemnity Insurance				
Workers Compensation & Rehabilitation Insurance				
Other				

3.3 SELECTION CRITERIA

3.3.1 Compliance Criteria

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

Description of Compliance Criteria	
(a) Compliance with the Specification contained in the Request.	Yes / No
(b) Compliance with the Conditions of Tendering of this Request.	Yes / No
(c) Compliance with the Quality Assurance requirement for this Request.	Yes / No
(d) Compliance with the Delivery Date.	Yes / No
(e) Compliance with and completion of the Price Schedule.	Yes / No

3.3.2 Qualitative Criteria

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

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

<p>A) Relevant Experience and Demonstrated Understanding</p> <p>Describe your experience and understanding in completing/supplying similar requirements. Tenderers must, as a minimum, address the following information in an attachment and label it “Relevant Experience and Demonstrated Understanding”:</p> <p>(a) Provide details of similar contracts undertaken by the contractor;</p> <p>(b) Provide details of issues that arose during previous contracts and how these were managed; and</p> <p>(c) A demonstrated understanding of the scope of work; and</p> <p>(d) Demonstrate competency and proven track record of achieving outcomes; and</p> <p>(e) Staff training and Work Health Safety processes.</p>	<p>“Relevant Experience and Demonstrated Understanding”</p>	<p>Tick if attached</p> <p><input type="checkbox"/></p>
<p>B) Tenderer’s Resources</p> <p>Tenderers should demonstrate their ability to supply and sustain the necessary:</p> <p>(a) Plant, equipment and materials; and</p> <p>(b) Any contingency measures or back up of resources including personnel (where applicable).</p> <p>(c) Proposed personal to be involved in the contract</p> <p>As a minimum, Tenderers should provide a current commitment schedule and plant/equipment schedule in an attachment and label it “Tenderer’s Resources”.</p>	<p>“Tenderer’s Resources”</p>	<p>Tick if attached</p> <p><input type="checkbox"/></p>

C) Provision of a Recycling Service Tenderers must confirm if they can provide a Recycling Service in accordance with the scope of works. Provide evidence of previous contracts which included this service.	Yes / No	
	Provision of a Recycling Service	Tick if attached <input type="checkbox"/>
D) Provision of a Bulk Waste Skip Bin Service Tenderers must confirm if they can provide a Bulk Waste Skip Bin Service in accordance with the scope of works. Provide evidence of previous contracts which included this service.	Yes / No	
	Provision of a Bulk Waste Skip Bin Service	Tick if attached <input type="checkbox"/>

3.4 PRICE INFORMATION

Tenderers **must** complete the following "Price Schedule". Before completing the Price Schedule, Tenderers should ensure they have read this entire Request.

3.4.1 Discounts

Are you prepared to allow a discount for prompt settlement of accounts?	Yes / No	
If you are offering different discounts for different periods, or other discounts such as volume discounts, detail them in an attachment labelled " Discounts ".	"Discounts"	Tick if attached <input type="checkbox"/>

3.4.2 Price Basis

Are you prepared to offer a fixed price?	Yes / No	
If No, please indicate how your proposed price adjustment mechanism differs from the one outlined above. Supply details and label it " Price Adjustment Mechanism ".	"Price Adjustment Mechanism"	Tick if attached <input type="checkbox"/>

3.4.3 Price schedule

3.4.3.1 Kerbside Refuse Collection Service (weekly)

The Shire of Dandaragan offers no guarantee for the number of MGB's to be collected.

The following rate per MGB unit should be calculated on a eighty four (84) month contract for the provision of a weekly refuse collection service.

Item Description	Rate per MGB Pickup	Number of bins	Price Tendered (ex GST)	GST Component	Price Tendered (inc GST)
Weekly 240L MGB refuse collection		Estimated 2585			
Weekly 140L MGB refuse collection		Estimated 10			
Weekly street bin 240L MGB collection (Estimated 25% of bins are locked/contained)		120			

3.4.3.2 Kerbside Recycling collection Service (fortnightly)

The Shire of Dandaragan offers no guarantee for the number of MGB's to be collected.

The following rate per MGB unit should be calculated on a eighty four (84) month contract for the provision of a fortnightly recycling collection service.

Item Description	Rate per MGB Pickup	Number of bins	Price Tendered (ex GST)	GST Component	Price Tendered (inc GST)
Fortnightly 240L MGB recycling collection		Estimated 2500			

3.4.3.3 Bulk Waste Handling (Skip Bin Service)

The Shire of Dandaragan offers no guarantee for the number of skip bins to be collected.

The following rate per Skip unit should be calculated on a eighty four (84) month contract for the provision of a variable weekly, fortnightly and monthly Skip Bin collection service.

Item Description	Rate per Skip Pickup	Number of bins	Price Tendered (ex GST)	GST Component	Price Tendered (inc GST)

PART 3**COMPLETE AND RETURN THIS PART**

Skip collection (per scope)		10-20			
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4 APPENDIX A – SPECIAL CONDITIONS OF CONTRACT

4.1 PERIOD OF CONTRACT AND TERMINATION

The Contract will be in force for the period of 84 months, depending on the final decision from Council. However, in the event of the Contractor failing in any manner to carry out the Contract to the Principal's satisfaction, the Principal may forthwith terminate the Contract by written notice to the Contractor.

This Contract may be terminated or amended at any time by the mutual consent of both parties.

Council has an expectation that the products collected by the Contractor will be recycled and transported to an appropriate "end destination" for further processing. In the event of Council discovering the Contractor transporting recycled goods to landfill the Principal may forthwith terminate the Contract by written notice to the Contractor.

4.2 INSURANCES

- 4.2.1 The Contractor shall be solely responsible for the services and shall bear the sole risk for any loss or damage whether to any person or property caused by or resulting from, directly or indirectly, any act or omission of the Contractor or any default or negligence by the Contractor
- 4.2.2 The Contractor shall indemnify and keep indemnified the Council from and against any loss or damage and against all claims, demands, proceedings, costs, charges and expenses whatsoever arising out of any act or omission of the Contractor or any default by the Contractor or any default by the Contractor
- 4.2.3 The Contractor shall, at the Contractor's own expense, procure and maintain for the duration of the contract and shall ensure that all sub-contractors procure and maintain the following insurance (not limited to), such insurance shall be specifically endorsed so that it is deemed primary to any insurance effected by on behalf of the Council and shall contain a cross liability clause which shall treat each of the insured parties as if a separate policy had been issued to them:
- (a) Public and product liability insurance in the sum of at least \$20 million (twenty million dollars) in respect of any one occurrence and for an unlimited number of claims.
 - (b) Comprehensive motor vehicle insurance with a \$20 million liability extension in respect of any motor vehicles, plant or equipment used in the performance of the contracted services.
 - (c) If the Contractor or any sub-contractor employs any person or persons to perform the services or any part thereof, documentation certifying current workers compensation insurance, public liability insurance and third party property damage by the Contractor must be provided to Council before commencement of services.

- (d) If the Contractor any sub-contractor employs any person or persons to perform the services or any part thereof, awareness and compliance of Council occupational safety and health guidelines and policy must be empowered and acknowledged.
- (e) Any other insurance which is required by the laws of the Commonwealth of Australian and State of Western Australia and as amended by these guidelines following its review.

5 APPENDIX B - GENERAL CONDITIONS OF CONTRACT

GOVERNING LAW

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

DEFINITIONS

In the Contract, except where the context otherwise requires:

'Clause' means a clause of these General Conditions.

'Contract' means the document which constitutes or evidence or, as the case may be, all the documents which constitute or evidence the final and concluded agreement between the Shire of Dandaragan and the Contractor.

'Contract Price' means

- a) Where payment is to be made on a Lump Sum Basis, the sum which is stated in the contract to be payable to the Contractor for the supply of the Services by the Contractor and the performance of the obligations of the Contractor under the Contract;
- b) Where payment is to be made on a Schedule of Rates basis, the sum ascertained by calculating the product of the rates and the corresponding quantities set out in the Schedule of Rates and adding to the sum thereof the total of any sums included in the Schedule of Rates;
- c) Where payment is to be made on a Lump Sum and a Schedule of Rates Basis, the aggregate of the sums referred to in paragraphs (a) and (b), but excluding any additions or deductions, which may be required to be made pursuant of the Contract.

'Contractor' means the person or persons, corporation or corporations, who contract to supply the Service, the subject of the Contract.

'Officer' means any officer or person authorised by the Shire of Dandaragan and notified to the Contractor as an authorised officer for the purpose of this Contract.

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

'Specifications' means any Special Conditions, Technical Specifications and Schedules forming part of the Contract; and such Specifications shall be read with these General

Conditions and (part 4) Special Conditions of Contract as an integral part of the Contract, but in the event of any inconsistency between the Specifications and these General Conditions the former shall (unless the Contract otherwise provided) prevail.

Unless the context otherwise requires, the singular in all cases includes the plural and vice versa. The clause headings of the General Conditions of Contract shall not in any way affect their interpretation. Any one gender includes all genders.

QUALITY OF SERVICE

All Services rendered shall conform to the Specifications and the standards specified in the Contract.

Where no standards are specified in the Contract, the Services shall comply with the appropriate and current standard of the Standard Association of Australia and if there is no such standard then the appropriate and correct standard of the British Standards Institution or such other standard as the Shire of Dandaragan shall consider appropriate.

If no standards are applicable, the Services shall be of the highest standard and carried out promptly with all due skill care and diligence.

The Contractor shall employ only such persons as are careful skilled and experienced in their respective professions trades and callings who hold all necessary licenses permits and authorities required by law and whose standards of workmanship are entirely suitable for the performance of the Services and the requirements of the Contract.

PATENT RIGHTS

The Contractor shall indemnify and at all times keep the Shire of Dandaragan indemnified against any action, claim, demand, costs or expenses arising from or incurred by reason of any infringement or alleged infringement of any letters patent, design, trademark or name, copyright or other protected right in respect of any goods, articles, services, equipment, machinery, plant or thing, system or method of performing, using, fixing, working or arrangement used, fixed, provided or supplied by the Contractor.

All payments and royalties payable in respect of any such letters patent or other protected right, shall be included by the Contractor in the Contract and shall be paid by itself to the person, persons, or body to whom they may be due or payable.

In the event of any claim being made or brought against the Shire of Dandaragan in respect of any of the matters stated on this clause, the Contractor shall be immediately notified thereof. The Contractor shall, with the assistance if required of the Shire of Dandaragan but at the Contractor's sole expense, conduct negotiations for the settlement of the same or any litigation that may arise there from and in the event of the failure by the Contractor so to do, the Shire of Dandaragan shall have power to suspend payment of any money due to the Contractor under the Contract until such claim has been satisfied, settled, or withdrawn. Shall any money due, or which may therefore be due, to the Contractor as security under the Contract, be insufficient to satisfy or settle any such claim and such claim has been satisfied or withdrawn at the date when the Contract would otherwise have

been completed, the balance outstanding in respect of the claim shall be a debt due by the Contractor to the Shire of Dandaragan.

SETTLEMENT DISPUTES

The parties agree to attempt in good faith to resolve through negotiation any dispute regarding the Contract.

Either party may refer to an appropriate independent expert, agreed to by the parties, any Services for the examination and report as to their compliance with the Contract. The decision of the expert shall be final and binding upon both parties, and the expense of such reference shall be paid by the unsuccessful party.

Any dispute or unresolved claim arising out of or relating to the Contract of the Breach, termination or invalidity thereof shall first be the subject of conciliation before a conciliator who is either agreed to by both parties or, failing agreement, who is appointed by the President of the Institute of Arbitrators and Mediators (WA Branch).

If the dispute has not been resolved within 28 days (or such other period agreed in writing between parties) after the appointment of the conciliator, the dispute shall be referred to arbitration to be effected:

- a) By an arbitrator mutually agreed upon between parties; or
- b) In default of such mutual agreement, by an arbitrator appointed by the President of the Institute of Arbitrators and Mediators,

In accordance with the provisions of the Commercial Arbitration Act 1985.

TIME

Services under the contract shall be supplied punctually at or within the time stated in the Order and in this respect time shall be of the essence of the Contract.

The Contractor shall be entitled only to such extensions of time for compliance with the Contract as the Shire of Dandaragan, upon the written application of the Contractor, may in its absolute discretion grant in writing.

SUPPLY OF SERVICES BY ORDER

The Contractor shall fulfil all orders for services placed by the Shire of Dandaragan during the term or currency of the Contract.

Where the Contract is for the supply of services by reference to a list of services and prices in a Schedule to the Specification, the Shire of Dandaragan shall not be required to take or accept all or any of the Services listed EXCEPT such of the Services as may be ordered by the Shire of Dandaragan from time to time during the period of the Contract.

Where the quality or value set out in any Schedule to the Specification is described as 'approximate' it shall be regarded only as an estimate of the quality or value which may be

required under the Contract and the Shire of Dandaragan shall not be required to take or accept the said nominated approximate quantity or value of Services.

The right is reserved for the Shire of Dandaragan to order its requirements of any one type or item of the Services either at one time or in instalments or in such quantities as may be required from time to time.

Nothing herein contained shall oblige the Shire of Dandaragan to take or accept all its needs of requirements of the Services solely from the Contractor nor shall be taken to confer any exclusive right upon the Contractor to provide Services to the Shire of Dandaragan. The Shire of Dandaragan shall be free at all times to obtain the Services of any part of them from any other source provider or supplier thereof except Services the subject of an existing order to the Contractor.

STAMP DUTY

The Contractor shall pay all stamp duties in connection with the Contract.

GOODS AND SERVICES TAX

For the purpose of this clause:

“**GST**” means goods and services tax applicable to any taxable supplies as determined under the GST Act.

“**GST Act**” means A New Tax System (Goods and Services Tax) Act 1999 and (where the context permits) includes the Regulations and the Commissioner of Taxation’s Goods and Services Tax Rulings and Determinations made there under and any other written law dealing with GST applying for the time being in the State of Western Australia.

“**Supply**”, “taxable supply” and “tax invoices” have the same meanings as in the GST Act. Where the supply of the Services or any part thereof is a taxable supply under the GST Act:

The Contract Price shall be inclusive of all applicable GST at the rate in force or the time being.

The obligation of the Shire of Dandaragan to pay the Contract Price or any instalment thereof, and the right of the Contractor to recover the Contract Price or any instalment thereof, shall be subject to and conditional upon the prior issue by the Contractor and the prior receipt by the Shire of Dandaragan of a tax invoice in respect of the Contract Price, or the relevant instalment thereof, which complies in all respects with the GST Act.

This provision applies notwithstanding any other provision of the Contract of any legislation or rule of law to the contrary, 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 Services under the Contract.

PRICE VARIATION

Contract prices shall be firm unless otherwise stated in the Contract.

Where Contract prices are variable, and the Contractor wishes to claim for a variation in price during the term of the Contract, then the Contractor shall give the Shire of Dandaragan full details of the make-up of the claim, including all applicable information as to the cost of materials, direct labour, overheads, profit and such other cost components as the Shire of Dandaragan may require to verify any claim of variation. All applications for variation must be shown in a statement form detailing the existing approved Contract prices, the proposed price increase and proposed new Contract price on an item by item basis and shall be accompanied by all relevant determinations and documents in support of the claim.

Where the Contract price is the price ruling at date of performance of the services the Contractor shall produce to the Shire of Dandaragan evidence to verify each claim for payment.

Where trade list prices form the basis of the Contract the Contractor shall identify the trade list referred to by date, number or other suitable reference.

Reductions affecting the Contract rates shall be notified by the Contractor to the Shire of Dandaragan immediately they occur and the Contractor shall repay to the Shire of Dandaragan the full amount of any overpayment made by the Shire of Dandaragan within fourteen (14) days of the reduction being authorised by the Shire of Dandaragan.

Applications for variation of variable Contract prices or rates by the Contractor shall be submitted on writing to the Shire of Dandaragan as far in advance as practicable of the date from which the variation is sought to commence.

All variations approved by the Shire of Dandaragan shall operate from a date determined by the Shire of Dandaragan, which shall not be earlier than the date of the formal application for variation.

The onus shall be upon the Contractor to prove to the satisfaction of the Shire of Dandaragan all details of any variation claimed.

In all matters of price variations (up or down) the Contractor shall make available to the Shire of Dandaragan within the time specified by Shire of Dandaragan such information, records, facts and figures as the Shire of Dandaragan shall require.

Failure to supply the required information, records, facts and figures shall entitle the Shire of Dandaragan to refuse variation.

Where the variation is to be determined on the basis of decisions by the Australian Competition and Consumer Commission such variations will be effective on the date nominated by the Australian Competition and Consumer Commission and will be binding on all parties. Should the Australian Competition and Consumer Commission cease to

operate during the period of the Contract, a new variations arrangement will be negotiated by mutual agreement. If agreement cannot be reached, the Contract may forthwith be determined by either party by written notice to the other.

ASSIGNING OR SUBLETTING

The Contractor shall not without the previous consent of the Shire of Dandaragan in writing, assign transfer mortgage charge encumber sublet or sub contract the Contract, or any part thereof. The Contractor shall not assign transfer mortgage, charge or encumber, all or any of the moneys payable or to become payable or any other interest or benefit under the Contract without the consent in writing of the Shire of Dandaragan being first obtained. Any consent shall not discharge the Contractor from any liability respect of the Contract, and shall extend only to the assignment or other transaction actually consented to and shall not be deemed a consent to any other assignment of transaction nor to prevent any proceedings for any subsequent breach of this condition any may be granted or withheld or made subject to conditions on the absolute discretion of the Shire of Dandaragan.

TERMINATION OF CONTRACT

Where the Contractor;

- a) Fails to supply and provide the Services on the due date or dates or at the location or locations specified in the Contract or in any order or to duly and punctually observe and perform all or any of the terms or conditions set out in the Contract; or
- b) Assigns subcontractors or sublets the Contract, or any part thereof, or assigns, mortgage, charge or encumber, all or any of the moneys payable or to become payable under the Contract, of one other interest or benefit whatsoever arising, or which may arise, under the Contract without the consent in writing of the Shire of Dandaragan being first obtained; or
- c) (if an individual) becomes bankrupt; or
- d) (if a corporation) goes into voluntary or compulsory liquidation or goes into receivership or enters into voluntary administration; or
- e) makes an assignment of its estate for the benefit of its creditors, or makes an arrangement or composition with its creditors; or
- f) includes any statement fact information representation or material in its Tender which is false untrue or incorrect; or
- g) fails in any matter to perform the Contract to the complete satisfaction of the Shire of Dandaragan.

Then, as in every such case, the Shire of Dandaragan may give notice in writing to the Contractor terminating the Contract, whether there are any orders remaining to be filled or not and engage or contract with any person or corporation other than the Contractor to perform and complete the same.

All damages and expenses incurred by the Shire of Dandaragan, because of non compliance to the Contract by the Contractor, ascertained and certified to by the Officer, shall be deducted from any money that may be then due, or may thereafter become due to the Contractor, or of that may have been deposited by itself as security in respect to the Contract. If the money then due, or thereafter becoming due to the Contractor, or deposited

by itself as aforesaid, shall not be sufficient for that purpose, the balance remaining unpaid shall be a debt due by the Contractor to the Shire of Dandaragan and may be recovered for the Contractor in any Court of competent jurisdiction.

If the Contract is terminated the moneys which have been previously paid to the Contractor on the account of the orders filled shall be taken by the Contractor as full payment and satisfaction for all orders executed under the Contractor. All sums of money that may be due to the Contractor and unpaid, all sums of money (if any) held as security, shall be forfeited and may be retained by the Shire of Dandaragan.

Upon termination of the Contract all moneys previously paid to the Contractor shall be deemed to be in full satisfaction of all claims of the Contractor of any kind or description whatsoever under or in respect of the Contract.

FAILURE TO SUPPLY

Where a state of emergency exists or where the Contractor is unable or fails (for whatever reason) to supply and provide the Services at any time or in any place the Shire of Dandaragan may without being liable in any way to the Contractor obtain or acquire such Services as it requires during the state of emergency or at that time or in that place (as the case may be) from any other source supplier or provider thereof. The existence of a state of emergency shall be determined by the Shire of Dandaragan in its sole discretion.

POWER TO ACT FOR THE SHIRE OF DANDARAGAN

Anything to be done or performed by the Shire of Dandaragan may be done and performed by any person duly authorised by the Shire of Dandaragan.

VARIATION OF CONTRACT TERMS

None of the terms of the Contract shall be varied, waived, discharged or released either at law or in equity, unless by the express agreement of the Shire of Dandaragan in writing.

SUSPENSION OF PAYMENTS

Should the Contractor refuse or neglect to carry out instructions of the Shire of Dandaragan in regard to any matter connected with the Contract, the Shire of Dandaragan may suspend all payments to the Contractor until such instructions have been complied with.

DEDUCTION OF CHARGES OR DEBTS

Without limiting the Shire of Dandaragan rights under the any of the foregoing clauses hereof any debt due from the Contractor to the Shire of Dandaragan may be deducted by the Shire of Dandaragan from any moneys which may be or thereafter become payable to the Contractor by the Shire of Dandaragan and if such moneys are insufficient for this purpose, then from the Contractor's security under the Contract. Nothing in this clause shall affect the right of the Shire of Dandaragan to recover from the Contractor the whole of the debt or any balance that remains owing after deduction.

The Contractor hereby acknowledges and agrees that all moneys becoming payable by the Contractor in respect of the Contract and all costs, expenses, losses, and damages hereinbefore mentioned, and for which the Contractor shall become liable at any time under the Contract, may be deducted and paid by the Shire of Dandaragan from any sum or sums due, or which may become due, to the Contractor under or in respect of any other contract or contracts, which may be existing between the Contractor and the Shire of Dandaragan for the time being.

PAYMENT

The Shire of Dandaragan shall pay or cause to pay to the Contractor, upon the certificate of the Officer, all sums of money due or to become due to the Contractor under the Contract, in the amounts and at the times set forth in the Contract, and shall pay or hand over the Security (if any) deposited to the Contractor within fourteen days after the Officer has certified that the Contract has been satisfactorily completed. Failure by the Shire of Dandaragan to pay the amount payable at the due time will not be grounds to vitiate or avoid the Contract.

Where the Contract is a schedule of prices Contract to be executed at the rates or prices given in the Contract, then the Services shall be paid for at their schedule rates and not at the total amount of the Contractor's tender.

The Contractor shall not be entitled to any interest, credit charge, service fee or any other fee or charge for extending credit or allowing time for the payment of money becoming due for the provision of Services unless expressly provided for in the Contract.

The Shire of Dandaragan shall not be obligated to pay accounts of the Contractor unless received by the paying officer nominated on the Order.

All periods for payment of invoices shall be calculated from the date of preparation of the invoice.

SERVICE OF NOTICES

Any notice, order, instruction or communication required to be, or that may be served on or given to the Contractor by the Shire of Dandaragan or the Officer shall be deemed to have been sufficiently issued or given to or served upon the Contractor if it is handed to the Contractor or is sent by prepaid cost to or is left at the address of the Contractor stated in its Tender or at such other address as is notified in writing by the Contractor to the Shire of Dandaragan.

CONTRACTOR IN INFORM ITSELF

The Contractor shall be deemed to have:

- a) Examined carefully and to have acquired actual knowledge of the contents of the Drawings, Specification, Schedules, Bills of Quantities (if any), Conditions of Tendering, these General Conditions of Contract and the Special Conditions of

- Contract (if any) and any other information made available in writing by the Shire of Dandaragan to the Contractor for the purpose of tendering; and
- b) Examined the site and its surroundings; and
 - c) Satisfied itself as to the correctness and sufficiency of its tender and that its price covers the cost of complying with all its obligations under the Contract and of all matters and things necessary for the due and proper performance and completion of contract.

Failure by the Contractor to do all or any of the things it is deemed to have done under this clause will not relieve the Contractor of its liability to perform and complete the Contract in accordance with the terms and conditions thereof.

COMPLYING WITH THE SATUTORY REQUIREMENTS

The Contractor shall comply with the requirements of all Acts of the Parliament of the Commonwealth and with the requirements of all ordinances, rules, regulations, by-laws, orders, codes of practice and proclamations made or issued under such Act and with the lawful requirements of public and other authorities on any way affecting or applicable to the Services or the performance of the Contract.

Without limiting in any way the generality of the foregoing, the Contractor shall duly and punctually observe, perform and comply with the provisions of the Occupational Health , Safety and Welfare Act 1984 and all improvement notices, probation notices and codes of practice (if any) issued there under and having application to this Contract.

If, in the opinion of the Contractor, the provisions of any document forming part of the Contract are at variance with any such requirements, the Contractor shall give written notice to the Shire of Dandaragan specifying the departure from such provisions that he considers necessary to comply with such requirements.

PROPERTY DAMAGE AND PUBLIC RISK

Subject to the next succeeding paragraph of this cause, the Contractor shall indemnify and keep indemnified the Shire of Dandaragan against all loss of or damage to the property of the Shire of Dandaragan and from and against any claim, demand, action, suit or proceeding that may be made or brought by any person against the Shire of Dandaragan, or the employees, professional consultants or agents of the Shire of Dandaragan or any of them in respect to personal injury to or the death of any person whomsoever or loss of or damage to any property whatsoever arising out of or as a consequence of the supply or provision of the Services by the Contractor or its employees, agents or sub-contractors and also from any cost and expenses that may be incurred in connection with any such claim, demand, action, suit or proceeding.

The Contactor shall not, under the last preceding paragraph of this clause, be rendered liable for or in respect of personal injury to or the death of any person or loss of or damage to property resulting from any breach by the Shire of Dandaragan of any provision of the Contract or any negligent act or omission of the Shire of Dandaragan or the employees, professional consultants or agents of the Shire of Dandaragan or for or in respect of any

claims, demands, actions, suits or proceedings, costs and expenses whatsoever in respect thereof or in relation thereto.

ACCIDENT OR INJURY TO EMPLOYEES

The Contractor shall indemnify and keep indemnified the Shire of Dandaragan against liability for all loss or damage resulting from personal injury to or the death or (other than such injury or death resulting from any breach by the Shire of Dandaragan of any of the provisions of the Contract or any negligent act or omission of the Shire of Dandaragan or the employees, professional consultants or agents of the Shire of Dandaragan the Contractor or of any sub-contractor occurring during the currency of the Contract and arising out of or in connection with the supply or provision of the Services under the Contract or the performance of the Contract and against all claims, demands, actions, suits or proceedings, cost and expenses whatsoever in respect thereof or in relation thereto, whether at Common Law or under any statute.

INSURANCE

Without limiting its obligations and responsibilities the Contractor, in the joint names of itself and the Shire of Dandaragan for their respective rights interests and liabilities, shall effect and keep in effect during the currency of the Contract insurance policies covering all matters referred to in clauses 3.2 and 4.2

The insurance policies shall contain a cross-liability clause and otherwise be in terms, and effected with an insurance company, approved by the Shire of Dandaragan which approval shall not be unreasonably withheld

The Contractor shall lodge certificates of proof the required insurance policies with the Shire of Dandaragan before the commencement of the Services provision and at such other times as the Shire of Dandaragan may require.

WARRANTIES

The Contractor shall obtain warranties as specified in the Contract and shall ensure that the Shire of Dandaragan will have the benefit of the warranties. The Contractor shall ensure that the Shire of Dandaragan will have the benefit of any warranties specified in the Contract that are obtained by the sub-contractors of the Contractor.

INDUSTRIAL AWARDS

With respect to all work done in Western Australia under the Contract, the Contractor shall observe, perform and comply in all material respects with all relevant Industrial Awards, Industrial Agreements and orders of Competent Courts or Industrial Tribunals applicable to the Services and the works to be done under the Contract.

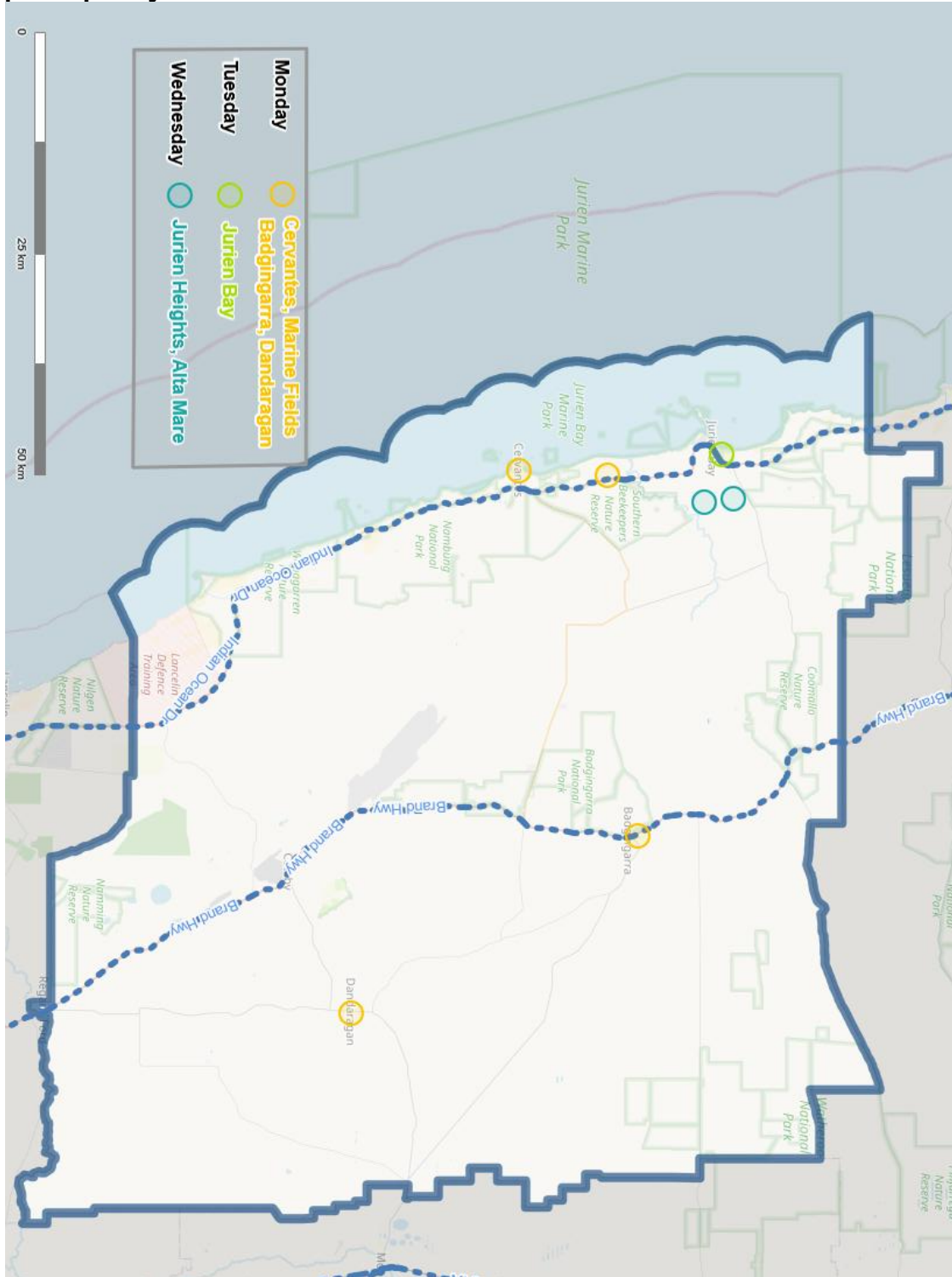
Failure by the Contractor to comply with the above clause shall entitle the Shire of Dandaragan by notice in writing to the Contractor to forthwith terminate the Contract, but without prejudice to any other rights or remedies of the Shire of Dandaragan.

ACTS OF THE PARLIAMENT OF THE COMMONWEALTH OF AUSTRALIA AND THE STATE OF WESTERN AUSTRALIA

In the execution of this contract the Contractor shall ensure compliance with the requirements of all Acts of the Parliament of the Commonwealth and the State of Western Australia

6 APPENDIX C – MAP AND SCHEDULE OF EXISTING GENERAL WASTE AND RECYCLING COLLECTION AREA

General waste and recycling pickup areas – Pick up day referencing general waste pick up only. North →



Note: graphic is indicative only for general illustration purposes

Recycling Guide/pickup days

RECYCLE BIN INFORMATION

ZONE 1 FORTNIGHTLY RECYCLE COLLECTION	ZONE 2 FORTNIGHTLY RECYCLE COLLECTION	ZONE 3 FORTNIGHTLY RECYCLE COLLECTION
Jurien Townsite - Properties on the ocean side of Bashford Street.	Jurien Townsite - Properties on the south/east side of Bashford St Cervantes, Badgingarra, Dandaragan, Hill River, Marine Fields.	Alta Mare, Jurien Bay Heights.

MY ZONE IS ZONE: ■ ■ ■

AUGUST 2025						
S	M	T	W	T	F	S
31				1	2	
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

SEPTEMBER 2025						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

OCTOBER 2025							
S	M	T	W	T	F	S	
				1	2	3	4
5	6	7	8	9	10	11	
12	13	14	15	16	17	18	
19	20	21	22	23	24	25	
26	27	28	29	30	31		

NOVEMBER 2025						
S	M	T	W	T	F	S
30					1	
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

DECEMBER 2025						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

JANUARY 2026							
S	M	T	W	T	F	S	
					1	2	3
4	5	6	7	8	9	10	
11	12	13	14	15	16	17	
18	19	20	21	22	23	24	
25	26	27	28	29	30	31	

FEBRUARY 2026						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

MARCH 2026						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

APRIL 2026							
S	M	T	W	T	F	S	
				1	2	3	4
5	6	7	8	9	10	11	
12	13	14	15	16	17	18	
19	20	21	22	23	24	25	
26	27	28	29	30			

MAY 2026						
S	M	T	W	T	F	S
31				1	2	
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

JUNE 2026						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

JULY 2026							
S	M	T	W	T	F	S	
				1	2	3	4
5	6	7	8	9	10	11	
12	13	14	15	16	17	18	
19	20	21	22	23	24	25	
26	27	28	29	30	31		

Source: Recycling schedule sourced from current kerbside waste collection contractor, as published in the Shire's annual Waste and Recycling Guide