



**SHIRE OF BRUCE ROCK**

**TENDER NO. 2.2018/19**

**SCHEDULE OF REQUIREMENTS**

**SUPPLY & DELIVERY OF METAL FOR ROADWORKS (SEALING) AND CONCRETE  
FOR A PERIOD OF 12 MONTHS**

**TENDERS CLOSE 4.00pm Tuesday 9th October 2018**

**TENDERS WILL NOT BE ACCEPTED BY FACSIMILE OR ELECTRONIC MAIL**

The lowest priced tender will not necessarily be accepted.

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## **PART 1 – SUBMISSION OF TENDERS**

### **1. TENDERS INVITED**

The Shire of Bruce Rock invites tenders for the Supply and Delivery of Metal Dust, 7mm, 10mm, 14mm, 20mm aggregate (crushed granite) for a period of 1 year.

Tenders close at the Council Offices in Johnson Street, Bruce Rock at 4 pm on Tuesday the 9<sup>th</sup> October 2018

Every tender shall be enclosed in a sealed envelope marked on the outside "**TENDER NO 2.2018/19 – SUPPLY & DELIVERY OF METAL**" and addressed to:

Chief Executive Officer  
Shire of Bruce Rock  
PO Box 113  
Bruce Rock WA 6418

A tender box is available in the main office in Johnson Street and all tenders received will be opened before those present at the closing date and time. The lowest or any tender will not necessarily be accepted. Tenders sent by facsimile or electronic mail will NOT be accepted.

### **2. PARTICULARS TO BE SUPPLIED WITH TENDER**

The Material to be supplied shall conform to the requirements of the specification. Tenderers may also quote for alternatives within the range stated if they so wish, but must submit, and identify a conforming tender. The tender shall be completed in ink or typed upon. Failure to provide any requested information may render the tender invalid.

Tenderers shall submit with their tenders, full particulars, descriptions which describe the material being offered

### **3. WARRANTY AND SERVICE**

Tenderers shall state in their tender the period for which and the conditions pertaining to the Warranty and Guarantee apply against defects for the material offered.

### **4. GST**

The tender price shall include GST in the manner detailed in Part B 'Form of Tender'. An official order form from the Shire of Bruce Rock will be issued. A tax invoice is to be supplied by the successful tenderer with the supply and delivery of aggregate (crushed granite).

### **5. DELIVERY DATE**

Tenderers shall state in their tender the time needed for each order to be delivered to site advised by Council.

### **6. PAYMENT**

Payment in full will be authorised upon the Certification of the invoice by the CEO.

## **7. CONDITIONS OF SALE AND PURCHASE**

- a. These Contract Documents shall be binding on the parties concerned. Any tenderer's Conditions of Sale which may be in conflict with this Contract shall be deemed to be invalid and not apply.

Whilst no guarantee can be given:

- b. A decision on the tender submission is expected to be made by Council at its next ordinary meeting date.

## **8. VALIDITY PERIOD**

Tenderers shall remain valid and binding for a period of ninety (90) days following the date for submission of tenders as detailed in clause 1 above.

## **9. TENDER EVALUATION CRITERIA**

The Council will select the machine that is considered to be of most advantage to the Council. Selection will among other things be based on:-

- Suitable for the purpose required.
- Recommendations from other Councils who are users of the product or on Council's own experience (if relevant). Tenderers may submit a list of customers or references.
- Price of material.

**Tenderers must also provide relevant data and comments on all of the selection criteria. Failure to provide this information may be cause for rejection of the tender.**

## **10. CODE OF TENDERING**

Not applicable

## **11. ALTERNATIVE TENDERS**

An alternative tender may be submitted for consideration provided that the Tenderer also submits a conforming tender.

Council is under no obligation whatsoever to assess or consider such alternative tender, and such consideration shall be entirely at the discretion of Council.

Subject to the above provisions, Council may consider any tender in which a variation or alternative is detailed and noted in red ink on the cover page of these contract documents, and detailed in full in the contract documents in red ink to clearly define the terms or details of the variation or alternative at the relevant sections of these contract documents.

## PART B - FORM OF TENDER

CONTRACT NUMBER 2.2018/19 SHIRE OF BRUCE ROCK

### TENDER FORM

MATERIAL REQUIRED: **Supply and delivery of aggregate**  
**For a period of 12 months.**

	<b>COST</b>	<b>GST</b>	<b>TOTAL COST</b>
Cost of Supply and Delivery per tonne;			
METAL DUST	\$.....	\$.....	\$.....
7mm AGGREGATE	\$.....	\$.....	\$.....
10mm AGGREGATE	\$.....	\$.....	\$.....
14mm AGGREGATE	\$.....	\$.....	\$.....
20mm AGGREGATE	\$.....	\$.....	\$.....

QUOTATION SUBMITTED BY (FIRM):

.....

ADDRESS:

.....

DATE:..... SIGNATURE: .....

WITNESS:.....

*Tenders to be placed in the tender box by 4pm on Tuesday 9<sup>th</sup> October 2018  
No tender necessarily accepted.*

**UNDER AND SUBJECT TO THE CONDITIONS OF CONTRACT CONTAINED HEREIN:**

- a. The tenderer named hereunder (The Tenderer) **HEREBY UNDERTAKES AND AGREES** to supply and deliver the goods and materials and to perform and complete the service (if any) described and set out in the Contract and pay any monies under and subject to and in conformity with the contract.
- b. The Tenderer **FURTHER AGREES** that this Form of Tender and the written acceptance thereof together with the Conditions of Contract and any special stipulation or conditions notified to the tenderer before the acceptance of the tender shall be a binding contract and shall comprise the whole of the contract.
- c. The notification of acceptance may be posted or delivered to the address of the tenderer set out below and shall take effect as from the time of posting if posted or from the time of delivery if hand delivered.
- d. All persons executing or purporting to execute the Form of Tender for or on behalf or as an officer or employee of any firm, partnership or corporation **HEREBY JOINTLY AND SEVERALLY WARRANT** that the Form of Tender has been duly executed and binds the firm, partnership or corporation as the case may be.

DATED THIS..... DAY.....20.....

**INDIVIDUAL OR FIRM**

**SEE NOTE: 1**

Signed for and on behalf  
Of:

The Common Seal of the

Authorised Person

Company name hereunder was hereunto  
Affixed by authority of the Directors in the  
presence of:

Print Full Name

DIRECTOR.....  
Or/signatory

Witness

DIRECTOR.....

And/or  
SECRETARY.....

Print Full Name

**NOTES:**

1. Tenders submitted by a company must be executed by the inclusion of the company's full sealing clause, and the affixing of the common seal, in accordance with its memorandum and articles of association, unless the Shire has received and accepted prior written notice of authorisation of an agent for a company not registered in Western Australia.

2. Tenderers must also complete paragraphs (a), (b) and (c) or (d) hereunder:-

(a) Tenderer's full name and business address and nature of business:-

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(b) If a partnership show full name/s, address/es and occupation/s of person/s authorised to sign on behalf of the partnership.

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(c) If a company is registered within the State of Western Australia , its registered office and its principal place of business in the state:-

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(d) If not resident in Western Australia, of if a Company registered outside the State of Western Australia, the full name, address and occupation of the Tenderer's agent in Western Australia:-

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## **PART C - GENERAL CONDITIONS OF CONTRACT**

### **1. General**

The Contract is for the supply of the goods and materials and the services (if any) detailed in the Specification and the performance of the Contract will be subject to the documents comprising the Contract.

### **2. Composition of the Contract**

The Contract shall comprise the following:

- 2.1 The Special Conditions of Contract;
- 2.2 These General Conditions of Contract;
- 2.3 The Specification
- 2.4 Any special conditions agreed between the parties prior to formal acceptance of the tender and advised in the letter of acceptance of the Tender;
- 2.5 Any Schedules or Annexures attached to the contract document;
- 2.6 The Form of Tender;
- 2.7 The Tender Submission.

Should there be any inconsistencies in the documents comprising the contract; the order of procedure of the documents shall rank in the order detailed above.

### **3. Interpretation**

In the Contract, the following interpretations shall apply unless the contrary intention is made clear:

'Council' means the Council of the Shire of Bruce Rock.

'Contract' means and includes all documents detailed above in Clause 2 'Composition of the Contract'.

'Contractor' means the Tenderer whose tender is accepted who shall be regarded as the person contracting for the supply of the goods and materials and services required to be provided under the contract, and further:

- a. if a person shall include that person's legal and personal representatives, successors and permitted assigns, and
- b. If a corporation shall include its authorised agent whether in the State of Western Australia or elsewhere and any company which within the meaning of the Corporations Act 1989 is a subsidiary of the corporation and any successor or permitted assign.

'Ordering Officer' means the person having authority on behalf of the Shire to order the goods and materials and services the subject of the Contract.

'Receiving Officer' means any person authorised by the Council or by the Department Head or the Ordering Officer to inspect, examine, test, receive, accept or reject goods, materials or services offered or supplied by the Contractor.

'Shire' means the Shire of Bruce Rock.

'Specification' shall be interpreted to include specifications in the ordinary sense of that term and any plan, section, diagram and drawing annexed hereto or referred to in the Contract as associated with the specifications.

'Supplies' means any or all of the goods and materials and services (if any) referred to the specification and to be supplied by the Contractor under this Contract.



**4. Service of Notice**

- a. Any notice required to be given shall be sufficiently given to the Contractor if given in writing and signed by the Chief Executive Officer (CEO) or by a person acting as and discharging the duties of the Chief Executive Officer or delegated by the CEO to serve notice on the Contractor as the case may be and delivered personally to the Contractor or delivered or sent by ordinary post to the Contractor's address detailed in the Form of Tender.
- b. A notice sent by post shall be deemed to have been given at the time of posting.

**5. Patent Rights etc**

The Contractor shall indemnify and keep indemnified the Shire and its officers, servants and agents against all actions or claims for royalties or infringement of trademark, patent or copyright by reason of the purchase, possession or use of the supplies or any part thereof.

**6. Prices to be Inclusive**

The prices set out in any Form of Tender against the items tendered shall include all duties of Customs and excise and all freight dues, fees, costs and charges and all cost of packing, wrappings or containers and every expense incurred in the supply and delivery of the supplies as specified.

**7. Ownership and Title**

The Contractor warrants it has good title to all items supplied by it pursuant to the contract and that it has title to or property in all plans design copyrights and trademarks, as may be assigned by this contract. The Contractor acknowledges that ownership of all working drawings specifications requisitions and plans and all such other documents and any copyright therein will vest absolutely in the Shire on completion of works.

**8. Waiver**

The waiver or relaxation partly or wholly of any term provision or condition of the contract by the Shire and shall apply only to a particular occasion and shall not continuing unless expressed so to be and further shall not constitute a waiver or relaxation or variation of any other term or condition of the contract.

**9. Variations prior to Award of Contract**

Where Council deems necessary to make or accept any variation to the goods, services or work that is the subject of this contract, then it may, in its absolute discretion do so with the agreement of the successful tenderer without being required to invite new tenderers.

Such variation prior to award of the Contract shall be in accordance with the Local Government (Functions and General) Regulations 1996, as amended.

## PART D – SPECIAL CONDITIONS OF CONTRACT

### 1. Pricing

The tender shall fully detail all individual prices for the supply and delivery of aggregate (crushed granite) specified as set out on the Form of Tender, Part B.

The GST payable on each item included on the Form of Tender shall be separately identified.

## PART E – SPECIFICATION

### 1. Material to be supplied under this contract.

The material to be supplied under this contract shall be the delivery of aggregate (crushed granite) in the quantities, sizes and sites as advised by Council.

### 2. Quantities, Sizes and Sites.

Site	Size of Granite Stone				
	Dust	7mm	7+10 mm blend	14mm	20mm
Various Roads within the Shire of Bruce Rock		650T		850T	
Cementing Aggregate (Bruce Rock Town site)	750T		900T		1000T

These Projects have been budgeted for in this financial year and the quantities are estimates.

These figures are indicative for future years supply.

## PART F – REGIONAL PRICE PREFERENCE

<b>DEPARTMENT</b>	FINANCE
<b>POLICY REFERENCE</b>	F1.4
<b>DESCRIPTION</b>	TENDERS – REGIONAL PRICE PREFERENCE
<b>DATE</b>	

**PREAMBLE** Regional Price Preference of up to 10% for businesses based in Shire of Bruce Rock.

**OBJECTIVE** To ensure that local businesses are given local contractors a price variation up to 10% during tenders.

**POLICY** The following guidelines are to be followed for tenders;

1. That a Regional Price Preference will be provided to businesses operating within the boundary of the Shire of Bruce Rock for all goods and services in accordance with Regulation 24D of the Local Government (Function and General) Regulations 1996.
  - a) Up to 10% - where the contract is for goods and services, up to a maximum reduction of \$100,000.
  - b) Up to 5% - where the contract is for construction (building) services, up to a maximum price reduction of \$50,000, or
  - c) Up to 10% - where the contract is for goods and services (including construction services), up to a maximum price reduction of \$500,000 if the Local Government is seeking tenders for the first time, due to goods or services previously being undertaken by the Shire of Bruce Rock.
2. A copy of this policy must be supplied with each tender document.
3. The Regional Price Preference Policy will apply to all tenders unless otherwise resolved by Council and that decision is included in the advertising and specifications.

**PROCESS** Policy will be supplied with each tender

Regional Price Preference will then be applied to each tender prior to awarding tender.

**HEAD OF POWER** Local Government (Functions and General) Regulations 1996, 24B-G.