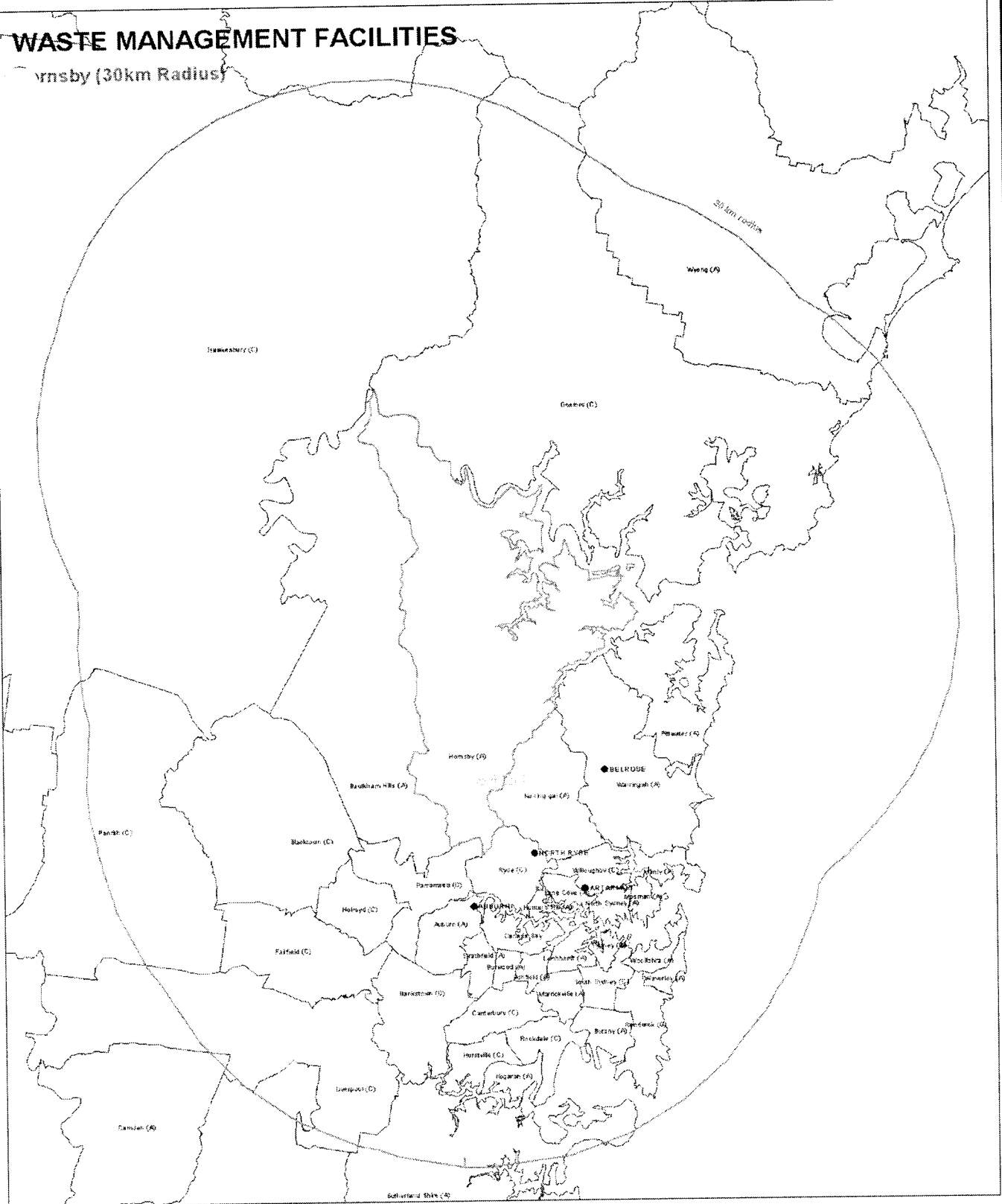


WASTE MANAGEMENT FACILITIES

Warrnsby (30km Radius)



City of Ryde



Civic Centre, 1 Devlin Street
RYDE NSW 2112

Locked Bag 2069
NORTH RYDE NSW 1670

Tel: 9952 8222 Fax: 9952 8070

E-mail: cityofryde@ryde.nsw.gov.au
Web: www.ryde.nsw.gov.au

LAND INFORMATION
rydegis@ryde.nsw.gov.au

Scale: 1:500000

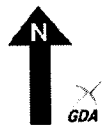
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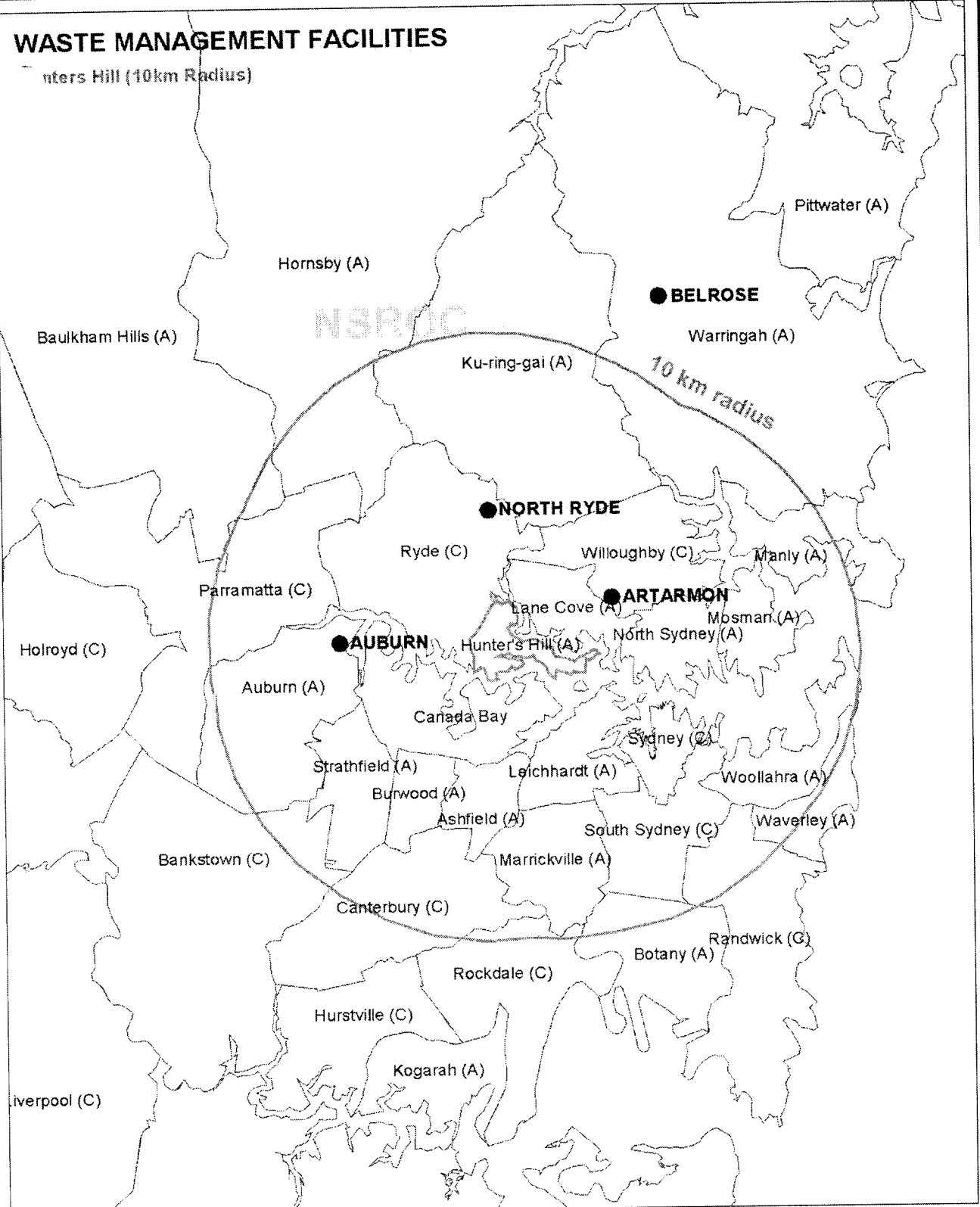
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WASTE MANAGEMENT FACILITIES

Hunters Hill (10km Radius)



City of Ryde



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E-mail: cityofryde@ryde.nsw.gov.au
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WASTE MANAGEMENT FACILITIES

Ku-ring-gai (10km Radius)



City of Ryde



Civic Centre, 1 Devin Street
RYDE NSW 2112

Locked Bag 2069
NORTH RYDE NSW 1670

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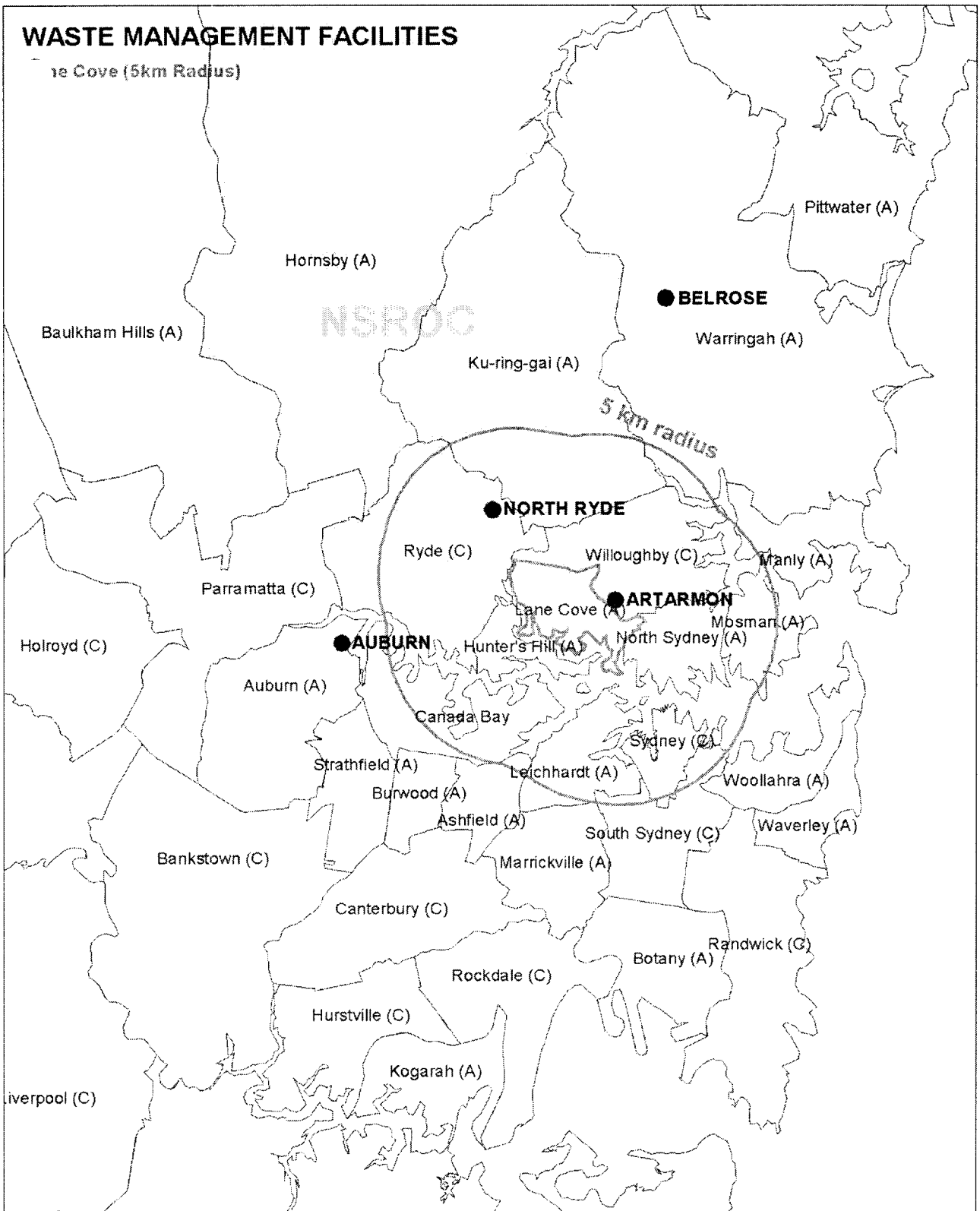
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WASTE MANAGEMENT FACILITIES

Lane Cove (5km Radius)



City of Ryde



Civic Centre, 1 Devin Street
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NORTH RYDE NSW 1670

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E-mail: cityofryde@ryde.nsw.gov.au
Web: www.ryde.nsw.gov.au

LAND INFORMATION
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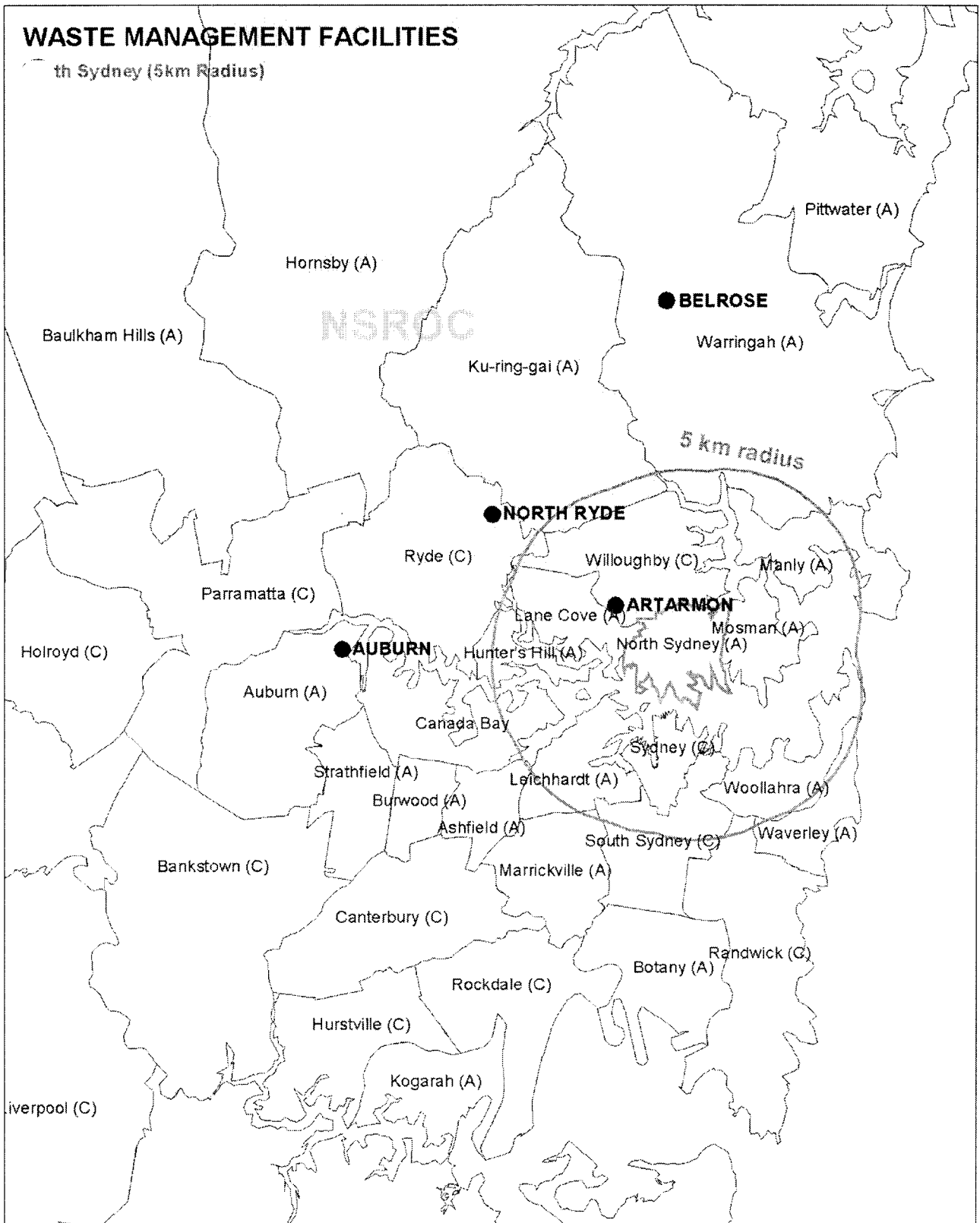
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WASTE MANAGEMENT FACILITIES

th Sydney (5km Radius)



City of Ryde



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LAND INFORMATION
rydegis@ryde.nsw.gov.au

Scale: 1:200000

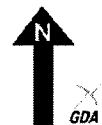
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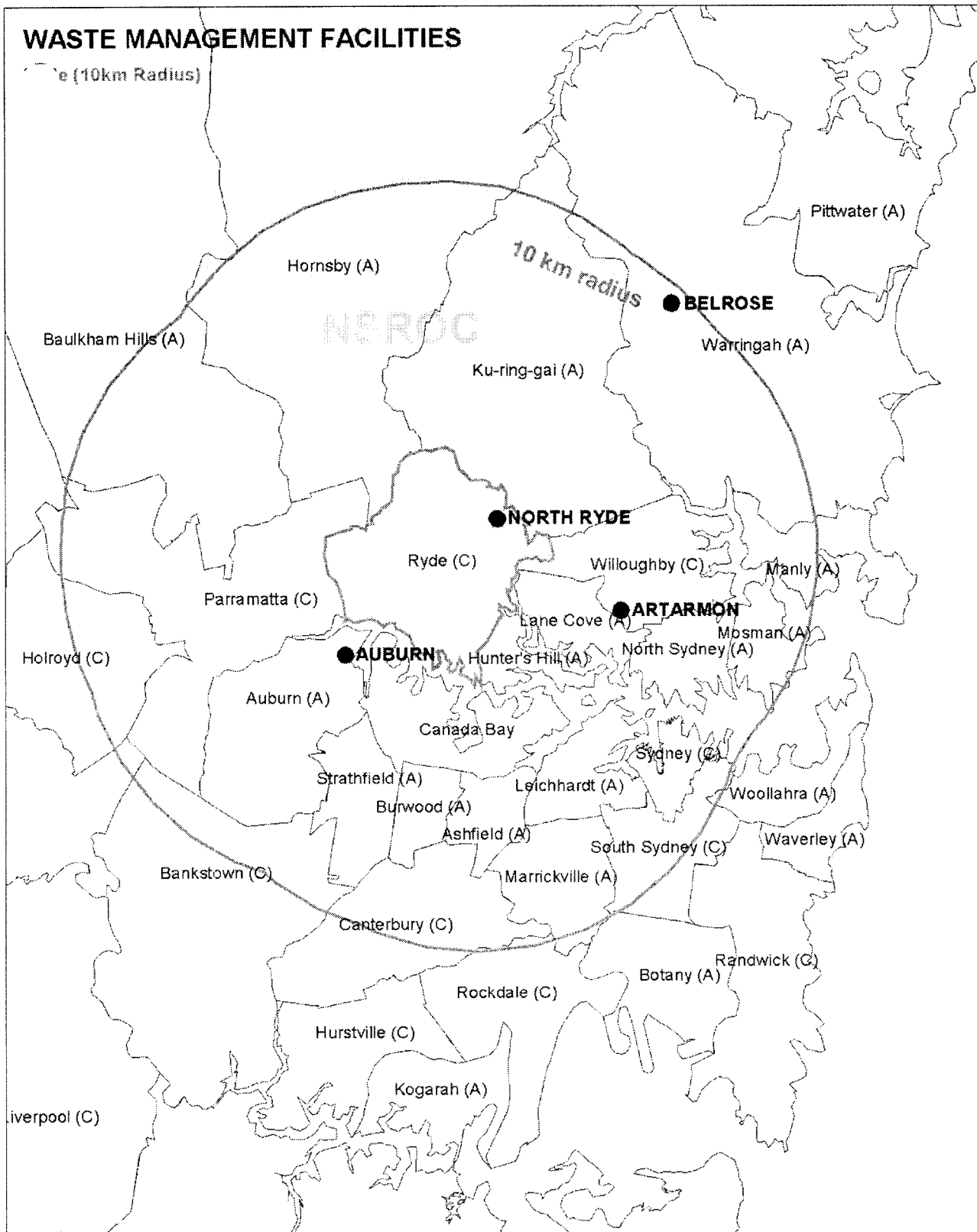
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WASTE MANAGEMENT FACILITIES

10 km Radius



City of Ryde



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Scale: 1:200000

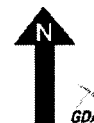
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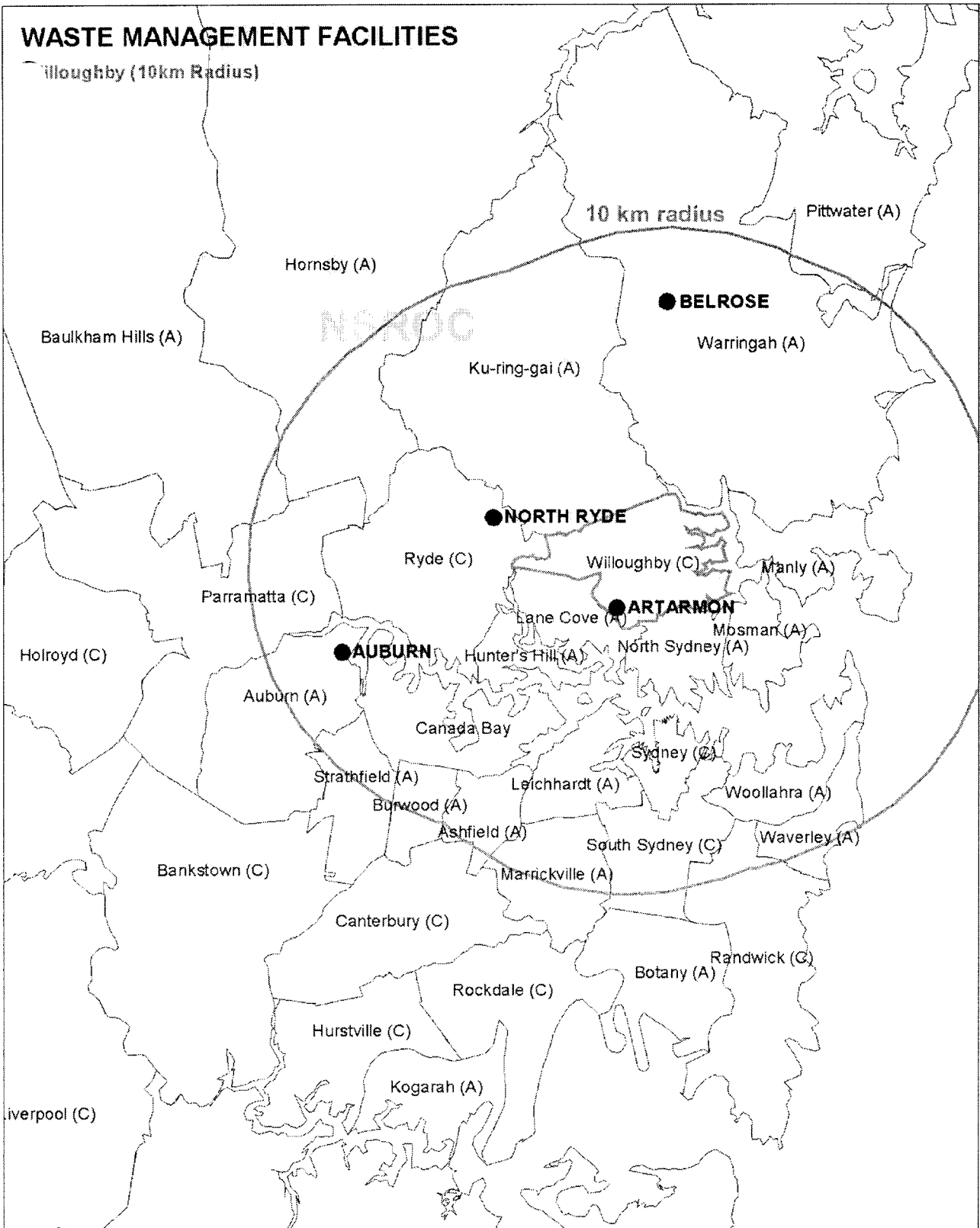
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WASTE MANAGEMENT FACILITIES

Willoughby (10km Radius)



City of Ryde



Civic Centre, 1 Devlin Street
RYDE NSW 2112

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Web: www.ryde.nsw.gov.au

LAND INFORMATION
rydegis@ryde.nsw.gov.au

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11.0 MINIMUM HOURS OF OPERATION

Transfer Stations will be required to operate between the hours of 2.00am to 6.00pm (Monday to Friday including Public Holidays) and 7.00am to 5.00pm (Saturday and Sunday), inclusive of Public Holidays.

12.0 INFORMATION REQUIREMENTS

Each Principal requires printed dockets with the time of disposal, truck registration, total tonnes deposited, Principal name and/or account number and price charged per tonne. These dockets to be distributed to the driver of the truck when departing from the disposal location.

Fortnightly or monthly accounts itemising each transaction with the above details are required to be sent by both hard copy and electronic transfer to each Principal. This information needs to be compatible with current software applications (for example, Excel).

13.0 EVALUATION CRITERIA

Environmental considerations need to be addressed in the disposal of Waste. The evaluation criteria will address the financial, environmental, technical and social outcomes. An evaluation matrix will be used to assist in the evaluation of Tender bids. The evaluation matrix will allocate weightings against each selection criterion as part of the analysis – Refer Conditions of Tender Section 8.0.

14.0 TENDER DEPOSIT

Each Tenderer shall lodge a preliminary deposit of \$5,000 (Five thousand dollars) ("Tender Deposit") with the NSROC. If a Tenderer delays, neglects, or refuses to sign the Contract agreement within a period of fourteen (14) days of the notification of acceptance of the Tender, that Tenderer's Deposit shall be absolutely forfeited for the sole benefit of NSROC. NSROC shall also be at liberty to accept another Tender without any notice being given to the original Tenderer.

Without limiting the above, should a Tenderer be unsuccessful with its bid, NSROC will refund the Deposit within twenty eight (28) days of execution of the Contract with the successful Tenderer.

15.0 SECURITY DEPOSITS

When signing the Contract, the Contractor shall lodge over and above the Tender Deposit, further cash deposits of 5% of the estimated annual Contract value ("5% Contract Value") plus another \$10,000 (ten thousand dollars) ("Security Deposit") to be held by NSROC as security.

In lieu of the 5% Contract Value, the Contractor may, with the approval of each Principal, arrange for a suitable irrevocable bank guarantee from a Bank or other financial organisation acceptable to all Principals ("Bank Guarantee").

If a Cluster arrangement is accepted within the Tender bid, then;

- (i) the 5% Contract Value shall be dispersed to the Principals in the Cluster on a pro rata basis linked to the value of service delivered to each Principals and held by each of those Principals pursuant to the Contract; or
- (ii) the Bank Guarantee must be for the benefit of each Principal calculated on a pro-rata basis determined by the value of service delivered to each of those Principals pursuant to the Contract;

according to whichever of those forms of security is applicable.

16.0 RETENTION

Upon termination of the Contract, the Principal will be entitled to retain the sum of fifteen thousand dollars (\$15,000) of the security deposits described in clause 15.0 above and will refund the difference to the Contractor. The sum retained by the Principal will be held for a maximum period of twelve (12) calendar months for the purpose of adjusting for disposal, administration fees, disputed services and forfeits for any failure to render the Service in accordance with the Contract.

17.0 CONTRACT DOCUMENTS

The Contractor will be required to enter into a Deed of Agreement which embodies the Contract. The Deed is included in the Contract Conditions Section of this RFT.

Part B: Conditions of Tender

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1.0 INTERPRETATION

In this Part and elsewhere, except where the context requires otherwise:

"Day" means a business day, that is not a Saturday or Sunday or public holiday for the Principal's employees;

"General Conditions of Contract" means the general conditions of contract contained in Part D of this RFT;

"Involved" means carrying out or causing (i.e. contracting) an activity to be carried out, to a degree which a Principal considers to be significant.)

"Offer" means a proposal to enter into a Contract with the Principal or Cluster (refer to Clause 4);

"Principal" means the individual Member Council entering into a Contract and where the context permits, includes its authorised delegates

"Person" includes an individual, a corporation or a body politic;

"Returnable Schedules" means all schedules in addition to the Tenderer's Form contained in the RFT that are required to be completed by the Tenderer;

"Service" means the provision of waste transfer, processing and disposal services as detailed in Part A of the Tender document;

"Specifications" means the specifications contained in this RFT and includes any description of the scope, technical references, drawings and consultant's brief;

"Tender" a Tender lodged in response to this RFT;

Unless the contrary intention appears, words importing a gender include any other gender and words in the singular includes the plural and vice versa.

"Tenderer" means each of the following:

- (a) the person submitting the Tender;
- (b) the person that will perform the Contract if the Tender is accepted;
- (c) a 'parent', 'child' or 'sibling' entity (within the meaning of the Corporations Law) of the person submitting the Tender;
- (d) a 'parent', 'child' or 'sibling' entity (within the meaning of the Corporations Law) of the person that will perform the Contract if the Tender is accepted.
- (e) **"Tender Form"** means the form so named in Part C;

2.0 GENERAL

2.1 Contract Summary

These Conditions of Tender relate to the provision of Waste transfer, processing and disposal services to the Member Councils for a period of ten (10) years, subject to the Principal or Cluster, at its absolute discretion, exercising an option to extend the Contract period for an additional two (2) five (5) year options.

2.2 Legal Relationship During the Contractor Selection Process

These Conditions of Tendering will not form part of any Contract entered into between the Principal and the Tenderer.

The Member Councils do not intend these Conditions of Tender to have any contractual or other legal significance under which any or all of the Member Councils has any obligation to Tenderers to administer the Tender process, evaluate the Tenders, select contractors and award contracts in any particular manner. There is no intention or offer to create a legal relationship with any Tenderer prior to entering into a Contract.

2.3 Process may be Cancelled

The Member Councils may, in their absolute discretion, choose to cancel this RFT and the Tender process at any time and shall not be liable to any Tenderer on any basis if it does so.

2.4 Code of Tendering and Code of Practice

Tenderers must comply with the Code of Practice and Code of Tendering for the Construction Industry ("Codes") in accordance with Department of Local Government Practice Note No. 8a.

If Tenderers lodge a Tender, they thereby agree to comply with the Codes during the course of the Contract if it is awarded to them. If a Tenderer fails to comply with the Codes, that failure may be taken into account by each Principal when considering this or subsequent proposals from that Tenderer, and may result in the proposal being passed over.

Member Councils are committed to acting with integrity, probity and confidentiality and expects all participating parties to act with integrity and probity in relation to this RFT. Each Tenderer must disclose any pecuniary or possible conflict of interest associated with the performance of the Service for each Principal at the time of submitting its Tender.

Tenderers may obtain copies of the Codes at the Internet web site: www.dlg.nsw.gov.au/dlg/dlghome/dlg_home.asp

2.5 Collusive Tendering

Any participation in or condoning of a collusive activity by a Tenderer shall lead to the immediate disqualification of all Tenderers involved. Any Tenderer agrees that details of its involvement can be provided to each Member Council. A collusive activity includes but is not limited to:

- (a) any agreement as to who should be the successful Tenderer;
- (b) any meeting of Tenderers to discuss their Tenders prior to submission to the Principal, unless the Member Councils unless the member Councils are present at that meeting(s);
- (c) any exchange of information between Tenderers about their Tenders;
- (d) any agreement for the payment of money or a reward or benefit for unsuccessful Tenderers by the successful Tenderer;
- (e) any agreement or collaboration of Tenderers to fix prices, rates of payment of industry association fees or conditions of contract;
- (f) the submission of a "cover Tender", being a Tender submitted as genuine but which has been deliberately priced in order not to win the Contract.

2.6 Canvassing Support

A Tenderer shall not directly, or indirectly, canvass support from an elected member, or employee, of any Member Council at any time. Any Tenderer involved in such activity may result in their Tender being rejected.

2.7 Levies & Taxes

A Tender shall:

- (a) where applicable, make allowance for the payment of payroll tax.
- (b) if the project is building and construction related, make no allowance for any long service levy payable to the Long Service Payments Corporation.
- (c) provide the Tenderer's ABN and documented evidence of its registration for GST.

2.8 Confidentiality

Any information disclosed to or obtained from either a Member Council or the Tenderer about this Tender must be kept strictly confidential except in the situations where disclosure is:

- a) necessary in the process of assessing Tenders, or
- b) where a Member Council discloses all or part to any of its advisers and consultants or where a Member Council publishes in its business papers, Tender prices and other details of the Tender as may be required and permitted by law.
- c) under compulsion of law or it is already public knowledge, or
- d) with the written consent of the relevant Member Council

3.0 INFORMATION FOR TENDERERS

3.1 Tenderer Status

Member Councils will contract only with recognised and acceptable legal entities having appropriate financial assets. Tenders submitted by an unincorporated business such as a sole trader or partnership must identify the legal entity, which proposes to enter the Contract.

Member Councils will not contract with companies under any form of external administration.

The Tenderer may be required to provide evidence of its status as a legal entity either by a copy of an official document such as company registration and names of office bearers issued by the Australian Securities and Investment Commission or a statement confirming the legal entity signed by a practicing Solicitor. If so requested, the Tenderer shall submit the information within three working days after receipt of such request.

The Member Councils reserve the right in their absolute discretion to reject any Tender submitted by a trust or company trading under trust arrangements having less than five years experience trading under those arrangements.

Before accepting a Tender submitted by a trust or company trading under trust arrangements, the Member Councils may require that trust or company to give an undertaking that it will not change its financial structure without the prior consent of the Member Councils.

If the Tenderer is a trust or a trustee of a trust, then a full copy of the trust deed must be submitted with the Tender. It is also the Member Council's practice to deal with entities that have an Australian Business Number (ABN) and are registered for GST.

3.2 Tenderer to Inform itself

Each Tenderer will bear all costs or expenses incurred by it in preparing and lodging a Tender. In addition, no extras allowances, or additional or supplementary payments will be paid to the Tenderer as a result of neglect to have examined:

- (i) examined:
 - a) all parts of this RFT.
 - b) all information made available and/or all information obtainable by the making of reasonable enquiries; and
 - c) any relevant sites and their surroundings including the location of all existing public utility services and the availability of services (where relevant to the project).
- (ii) satisfied itself as to the correctness and sufficiency of its Tender.

3.3 Offer

The lodgement of a Tender in accordance with these Conditions of Tender will constitute an offer to enter into and be bound by the Contract. The offer will be irrevocable and will remain open for acceptance by Member Council or Cluster until the earlier of the receipt by the Tenderer of a written notice from a Member Council or Cluster or 120 business days from the Closing Date.

3.4 General Conditions of Contract

The General Conditions of Contract and Special Conditions of Contract that will apply to the proposed Contract are contained in Parts D and E of this RFT.

3.5 Acknowledgment by Tenderer

The Tenderer acknowledges and agrees that:

- a) no variations or extras will be permitted to its submitted Tender other than those provided for in these Conditions of Tender or the General Conditions of Contract;
- b) it does not rely upon any verbal agreement or other conduct whatsoever by or on behalf of any Member Council amending these Conditions of Tender;
- c) The Member Councils will not be liable for any cost whatsoever incurred in preparing and submitting any Tender;
- d) none of these Conditions of Tender will be waived, discharged, varied, amended, modified or released except by written notification by the Member Council;
- e) the Tenderer shall be responsible for any interpretation, deduction and conclusion made from the information made available, by it or on its behalf, and accepts full responsibility for any such interpretation, deduction and conclusions.

3.6 Pre-Tender Meeting

A pre-Tender meeting will be held on the date, at the time and place nominated. The Member Council's Officers will be available at that time to answer any Tenderer's queries regarding the proposed Contract. The meeting will be minuted and the minutes forwarded to all Tenderers and shall become part of the RFT and any Contract.

4.0 SOLICITATION OF TENDERS

4.1 Requirements for Lodgement of Tenders

A Tender must be in writing in English and be **COMPLETE**. It must contain the documents, information and details required including Returnable *Schedules* and a *Tenderer Form* filled out and properly signed. It must be lodged in the tender box specified in clause 4.3 below.

4.2 Number of Copies of Tenders

Tenderers must submit the following as part of their Tender:

One (1) bound original Tender marked "original";
Seven (7) bound copies of the Tender marked "copy";

4.3 Time and Date for Lodgement of Tenders

Tenders must be received by NSROC by **2pm on XXXXXX, XX 2004** (the "Closing Date and Time") in the Tender box at;

NSROC
48 Longueville Road
Lane Cove Council
LANE COVE NSW 2066

4.4 Details to be Marked on Tender Envelope

Tenders must be clearly marked with the Tender Number, and:

**"Tender for the Provision of
Waste Transfer, Processing and Disposal Services"**

Tenders submitted by any other means will not be considered.

4.5 Late Tenders

The Principal will reject a Tender received after the Closing Time and Date.

4.6 Tender Box Lodgement by Facsimile Machine

Lodgement of Tenders by facsimile is NOT acceptable and such Tenders will be rejected.

4.7 Opening Of Tenders

Tenders will only be opened after the Closing Time and Date.

The Tenders will be opened by a minimum of three designated Member Council Officers appointed by the General Managers Advisory Committee of NSROC and will also include the Executive Director of NSROC. Any member of the public may attend this opening of Tenders and may inquire as to whether NSROC has received a particular Tender or the number of Tenders received. No other information will be provided.

As soon as practicable after the Tenders have been opened, the designated Member Council Officers must:

- (a) record the names of the Tenderers and the amounts that appear to have been tendered for the Contract, and
- (b) prepare a Tender list specifying, in apparent order of those amounts, the names of the tenderers; and
- (c) immediately display the list in a place where members of the public can readily see it.

4.8 Acceptance and Clarification of Tenders

Once submitted, a Tender may only be varied to provide further information by way of explanation or clarification or to correct a mistake or anomaly. Such variations shall not substantially alter the original Tender.

Notwithstanding clause 4.1, one or more Member Councils may accept and Tender, which does not conform strictly to all requirements of this RFT.

The Member Councils are not bound to accept the lowest or any offer nor shall the Member Councils be responsible for the time or expense involved in the preparation of any Tender.

A Tender is not accepted (on conditions or otherwise) until

- (a) notice of acceptance is handed to the Tenderer or is sent by prepaid post to, or left at the address stated in the Tenderer Form, or transmitted by facsimile to the Tenderer's facsimile number;
- (b) a Contract has been entered into between the successful Tenderer and each accepting Principal; and
- (c) any authorisation under section 88 of the Trade Practices Act 1974 (Cth) sought from the ACCC has been obtained.

4.9 Clarification of Tenders

The Member Councils reserve the right to amend any document forming part of this invitation to Tender at any time during the Tender submission period. Any such amendments will be issued in the form of notices to Tenderers or addenda.

Tenderers who wish to have any aspect of the documents issued for Tendering, or the evaluation process clarified, should direct the inquiry in writing to the Contact Officer nominated in these Conditions of Tender. The Tenderer must

not rely on any information provided by any other officer of the Member Council. Any additional relevant information provided in response to such inquiries will also be communicated by means of addenda.

Tenderers may be requested to clarify Tenders, after Closing Time and Date, during the evaluation process.

5.0 ALTERNATIVE TENDERS

The Tenderer may submit an alternative Tender. Alternative Tenders may not be considered unless accompanied by a compliant Tender. The alternative Tender must:

- (i) clearly set out the benefits of the proposal and how it differs from the conforming Tender; and
- (ii) detailed description of the benefits likely to accrue to relevant Member Councils in the event of the alternative Tender being accepted.

The Member Council may but is not obliged to consider any Tender which does comply with the requirements of the proposed contract and the conditions of Tendering.

6.0 INFORMAL TENDERS

The Tenderers should submit a conforming Tender. Tenders which do not comply with any requirements of, or which contain certain conditions or qualifications not required or not allowed by the Tender Documents may be passed over by the Principal.

7.0 PROPERTY IN TENDER DOCUMENTS

All documents submitted by the Tenderer, as part of the Tender, will become the property of the Member Councils upon receipt of them.

8.0 EVALUATION OF TENDERS

Tenders will be evaluated on the basis of the criteria specified in these Conditions of Tender and the information provided by Tenderers in the Returnable Schedules. Tenderers should not place any significance on the order in which the criteria are listed nor should it be assumed the criteria have equal weight or significance. As part of the Tender Evaluation, the Member Councils may require the opportunity to inspect the operational facilities that are associated with one or more Tenders.

In addition one or more Tenderers may be invited by the Member Council to attend an interview, at that Member Council's premises, concerning the FRT. There is no obligation on the Member Council, legal or otherwise, to invite any Tenderer to attend an interview.

The Member Councils are not bound to accept the lowest Tender or any Tender submitted. One or more Member Councils, at their discretion, may accept the Tender that, in the opinion of one or more of them, provides the most advantageous result. An evaluation matrix will be used to assist in the evaluation of Tender bids. The evaluation matrix will allocate weightings against each of the following selection criteria as part of the analysis:

- Environmental, technical and social outcomes
- Total Tender Price including Rise & Fall Provisions
- Previous Experience
- Organisation structure-technical and financial capability
- Demonstrated understanding of Principal's requirements
- Proposed Personnel including Sub-contractors
- Outline of the methodology and Operational Procedures
- OHS&R
- Conformity to EPA requirements and past records of non-compliance
- Insurance
- Conformity to the Documentation
- Legal Status of the Entity
- Referees
- Quality assurance program and past performance
- Demonstrated service quality

9.0 FINANCIAL ASSESSMENT

By Tendering the Tenderer agrees that one or more Member Councils may engage private sector consultants to financially assess Tenderers. Financial details of Tenderers may be required by consultants for assessment.

10.0 NO SATISFACTORY TENDER

Following clarification and evaluation of Tenders, the Member Council may determine none of the Tenders submitted are satisfactory. In these circumstances, Member Council may:

- a) Enter negotiations with one or more Tenderers with the aim of achieving a suitable basis for contracting;
- b) Cancel its part in the RFT; or
- c) Begin a new process calling Tenders from the same Tenderers or others.

11.0 CONTRACT FORMATION

If one or more Member Councils identify a suitable and preferred Tender, whether developed by a process of clarification or negotiation, it or they may reach agreement by accepting the Offer contained in the Tender by written letter of acceptance. The Contract will be formalised by a written Agreement, based on the Deed of Agreement included in Part D of this RFT.

12.0 ECOLOGICALLY SUSTAINABLE DEVELOPMENT

As required under the Local Government Act 1993, Member Councils are committed to Ecologically Sustainable Development (ESD) which aims at purchasing goods and services with the most beneficial environmental impact and through the use of contractors and suppliers who have a demonstrable commitment to ESD.

13.0 LOCAL GOVERNMENT (TENDERING) REGULATION 1999

For Tender with an estimated value of over \$100,000, Tenderers are strongly advised to read the *Local Government (Tendering) Regulation 1999* before preparing a Tender.

14.0 TIME TABLE

NSROC intends to conduct the Tender process in accordance with the following timetable. NSROC reserves the right to alter the timetable at its absolute discretion. Any change to the closing time and date will be advised in writing.

Milestone	Target Date
Tender Advertisement	XXXXXXXX 2004
Tender Closing Time and Date	2 pm XXXX 2004
Tender Evaluation	XXXXXXXX 2004
Contract award (subject to ACCC authorisation if required)	XXXXXXXX 2004

15.0 CONTACT OFFICER

Any enquiries regarding the RFT are to be directed to the following Contact Officer:

XXXXXXXXXXXXXX,
XXXXXXXXXXXXXX
NSW XXXX

Telephone: 02 XXXXXXX
Mobile: XXXXXXXXXX
Fascimile: 02 XXXXXXX
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Part C: Returnable Schedules

Returnable Schedules

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NOTE

To submit a conforming Tender, the Tenderer must complete all the Schedules listed above. If there is insufficient space for any response, please prepare an attachment to the relevant Schedule.

Failure to complete this section may result in rejection of the Tender.

SCHEDULE – 1: TENDERER FORM

TENDER FOR THE PROVISION OF WASTE TRANSFER, PROCESSING AND DISPOSAL SERVICES

Tenderer (full trading name): _____

ACN: _____ **ABN:** _____

Contact Person: _____ **Title:** _____

Registered Office Address: _____ **Business Address:** _____

Telephone: _____ **Facsimile:** _____

Email: _____

Legal Status Australian Registered Company / Partnership / Trusts / Others

Note: If the Tenderer is a trust or a trustee of a trust, then a full copy of the trust deed MUST be submitted with the Tender.

The Tenderer here by offers to provide goods, works and/or services in accordance with:

- (i) this Tender and its Schedules; and
- (ii) the Scope of Waste Transfer, Processing and Disposal Services; and
- (iii) General Conditions of Contract; and
- (iv) Special Conditions of Contract.

The Tenderer also acknowledges that if it is the successful Tenderer, the documents listed above shall form part of the contract and agrees to be bound by the contract conditions.

The Tenderer warrants and represents that:

- (a) it has fully acquainted itself with all of the documents referred to in the Tender and all matters relating thereto
- (b) agrees to be bound by the *Conditions of Tender*;
- (c) all of the information provided in its Tender is true and correct;
- (d) it has made its own enquires and investigations and has obtained professional advice and all other relevant information so as to inform itself of all risks and contingencies which may affect its Tendered price; and
- (e) it has allowed for all such risks and contingencies in its Tender price.

CONFLICTS OF INTEREST

The Tenderer shall confirm whether there exists any interests, relationships (including those of family members and employees) or clients that may or do give rise to a conflict of interest: **Yes** **No**

If "Yes", as an attachment to this declaration, the Tenderer shall detail the area in which that conflict or potential conflict does or may arise and provide details of strategies for preventing conflicts of interest.

Executed by Authorised Officer who has delegated authority to enter into a contract:	
(Print Name & Title):	_____
Date of declaration:	_____
Signature of witness:	_____
(Print Name & Title):	_____

SCHEDULE – 2: TENDER PRICE

- a) All Tender prices must be in Australian Currency and all Payment will be in Australian currency in Sydney.
- b) Tendered prices must be inclusive of GST. However, the Tax Invoice must show the GST separately. Tendered Price must also be inclusive of the Section 88 Levy
- c) The Member Councils seek separate prices for the transfer, processing and disposal of the following wastes : Putrescible Waste, Green Waste, Food Waste and Clean Up Waste. The Tender should indicate prices for the Contract to be awarded on an individual Member Council basis, on a total NSROC basis, on a Cluster of Member Councils basis.
- d) The Schedule of Rates Tender Prices shown for the Items listed shall be deemed to include the cost of all works and services, expenses and other incidentals associated with or necessary for the proper execution of the Service.

It should be noted that the Schedule 2 provides for an optional price bid based on a Cluster formation of Councils nominated by the Tenderer

2.1. Tender Price for Individual Councils:

The Tender Prices shown in shall be independent and separable for each Council.

No	Council	Tender Price per Ton			
		Putrescible waste	Green Waste	Food Waste	Clean Up Waste
1	North Sydney Council				
2	Lane Cove Council				
3	Willoughby City Council				
4	The City of Ryde				
5	Ku-ring-gai Municipal Council				
6	Hornsby Shire Council				
7	Hunters Hill Municipal Council				
8	Manly Council				
9	Mosman Council				
10	Pittwater Council				
11	Warringah Council				

2.2. **Price for ALL Councils:**

2.2 (a) Tenderer to provide a single Price if All the Councils enter into a Contract:

No	Council	Tender		Price per Ton	
		Putrescible waste	Green Waste	Food Waste	Clean Up Waste
1	All Councils				

2.2 (b) Tenderer to provide individual Council single Price if All the Councils enter into a Contract:

No	Council	Tender		Price per Ton	
		Putrescible waste	Green Waste	Food Waste	Clean Up Waste
1	North Sydney Council				
2	Lane Cove Council				
3	Willoughby City Council				
4	The City of Ryde				
5	Ku-ring-gai Municipal Council				
6	Hornsby Shire Council				
7	Hunters Hill Municipal Council				
8	Manly Council				
9	Mosman Council				
10	Pittwater Council				
11	Warringah Council				

2.3. **Price for Cluster A:**

2.3 (a) Tenderer to provide a **single Price** if North Sydney Council, Lane Cove Council & Willoughby City Council enter into a Contract:

No	Council	Tender		Price per Ton	
		Putrescible waste	Green Waste	Food Waste	Clean Up Waste
1	Cluster A Councils				

- (b) Tenderer to provide **individual Price** if North Sydney Council, Lane Cove Council & Willoughby City Council enter into a Contract:

No	Council	Tender			Ton
		Putrescible waste	Green Waste	Food Waste	
					Clean Up Waste
1	North Sydney Council				
2	Lane Cove Council				
3	Willoughby City Council				

2.4. Price for Cluster B:

- 2.4 (a) Tenderer to provide a **single Price** if the City of Ryde, Ku-ring-gai Municipal Council, Hornsby Shire Council and Hunters Hill Municipal Council:

No	Council	Tender			Ton
		Putrescible waste	Green Waste	Food Waste	
					Clean Up Waste
1	Cluster B Councils				

- 2.4 (a) Tenderer to provide a **individual Price** if the City of Ryde, Ku-ring-gai Municipal Council, Hornsby Shire Council and Hunters Hill Municipal Council:

No	Council	Tender			Ton
		Putrescible waste	Green Waste	Food Waste	
					Clean Up Waste
1	The City of Ryde				
2	Ku-ring-gai Municipal Council				
3	Hornsby Shire Council				
4	Hunters Hill Municipal Council				

2.5 Price for Cluster C

Tenderer to provide a single price if North Sydney Council, Lane Cove Council, Willoughby City Council, City of Ryde, Ku-ring-gai Municipal Council, Hornsby Shire Council and Hunters Hill Municipal Council enter into a contract.

No	Cluster Councils	Tender			Ton
		Putrescible waste	Green Waste	Food Waste	
					Clean Up Waste
1	North Sydney Council				
2	Lane Cove Council				
3	Willoughby City Council				

4	The City of Ryde				
5	Ku-ring-gai Municipal Council				
6	Hornsby Shire Council				
7	Hunters Hill Municipal Council				

2.6 Price for Cluster D

Tenderer to provide a single price if Manly Council, Mosman Council, Pittwater Council, Warringah Council enter into a contract.

No	Cluster Councils	Tender			
		Price per	Ton		
		Putrescible waste	Green Waste	Food Waste	Clean Up Waste
1	Manly Council				
2	Mosman Council				
3	Pittwater Council				
4	Warringah Council				

2.7 It should be noted that the Schedule 2 provides for an optional Price Bid based on a Cluster formation of Councils as nominated by the Tenderer:

No	Cluster Councils	Tender			
		Price per	Ton		
		Putrescible waste	Green Waste	Food Waste	Clean Up Waste
1					
2					
3					
4					

No	Cluster Councils	Tender			
		Price per	Ton		
		Putrescible waste	Green Waste	Food Waste	Clean Up Waste
1					
2					
3					
4					

SCHEDULE – 2A: RISE AND FALL

The Contract payments specified in Schedule 2 or to be calculated using the rates in Schedule 2 are fixed for a period of 12 months from the date the Contract is executed. Subsequent to this period the Contract payments are to be varied by reference to the charges adjustment formulae as provided by the Tenderer which is based on a relevant catalogue produced by the Australian Bureau of Statistics ("ABS Catalogue"). As part of the formula Tenderers should provide for movements in the Section 88 levy if it is relevant to their bid.

Provide the charge adjustment formulae with definitions of the components:

Details of the relevant indexes :

Index No.	Percentage component in the Tender price	ABS Catalogue or other Reference
A		
B		
C		
D		
Fixed Component		
TOTAL PERCENTAGE	100%	

If any award, determination, or statutory prescription nominated in an index in respect of labour costs or any of the above indexes is discontinued then the nearest award, determination, statutory prescription or index consistent with the intention of the adjustment for rise and fall in costs must be substituted so as to give effect to the rise and fall adjustment. Such nearest award, determination, statutory prescription or index is to be agreed by the parties.

Base Index: Base Index is the index as at the base date. The Base Date is the Tender closing.

Current Index: The Current Index will be the index as at the anniversary date of the contract and the rates after adjustment made shall be fixed for the subsequent year before another adjustment is made.

SCHEDULE – 3 : OUTLINE PROCEDURES PROGRAM

The Tenderer shall submit with its Tender, procedures for the provision of all services to be provided under this Contract in the form of an operational procedures statement which shall set out at least, but without limitation, the following information:

- a) List all information in relation to work location/premises, labour, equipment, vehicles, plant which the Tenderer proposes to provide at the commencement of the Contract period and maintain throughout the term of the Contract.
- b) Provide details of management structure and supervision.
- c) Quality Assurance
 - Licences and other Statutory Requirements.
 - Procedures to meet EPA and other environmental requirements regarding waste handling and disposals.
 - Management strategies for ensuring an uninterrupted service and strategy for equipment maintenance.
 - Procedures for reporting to each Principal.
 - Procedure for ensuring safety of employees and public.
 - OHS&R as per OH&S Act
 - Procedures for maintaining, auditing, reporting program.

Others

- h)
- i)
- j)
- k)

The Tenderers shall submit an outline of any accredited or approved quality assurance plan proposed for the provision of the Service Work under the Contract and including but not limited to the ISO 9000, ISO 1400-1 Standards. Tenderers who do not have an accredited or approved quality assurance plan should refer to the Specification for guidelines as to the Principal's minimum requirements for inspection, testing and reporting generally.

Note: Tenderer to submit attachment as detailed above.

SCHEDULE – 4: PREVIOUS EXPERIENCE

Describe the organisation’s experience in contracts of a similar nature during the last 10 years:

Note: The Member Councils reserve the right to make its own independent enquires.

CONTRACT 1 *(name)* _____

Client: _____

Contact: _____ **Telephone:** _____

Contract Value: \$ _____ **Duration:** _____

Description of the project or task: _____

CONTRACT *(name)* _____

Client: _____

Contact: _____ **Telephone:** _____

Contract Value: \$ _____ **Duration:** _____

Description of the project or task: _____

CONTRACT *(name)* _____

Client: _____

Contact: _____ **Telephone:** _____

Contract Value: \$ _____ **Duration:** _____

Description of the project or task: _____

SCHEDULE – 5: REFEREES

Provide at least three referees who can attest to the Tenderer’s capabilities in undertaking the contract of similar nature

Note: Member Councils reserve the right to make its own independent enquires.

FIRST REFEREE:
Company name (if applicable)

Address:

Contact Person:

Telephone:

Facsimile:

SECOND REFEREE:
Company name (if applicable)

Address:

Contact Person:

Telephone:

Facsimile:

THIRD REFEREE:
Company name (if applicable)

Address:

Contact Person:

Telephone:

Facsimile:

FOURTH REFEREE:
Company name (if applicable)

Address:

Contact Person:

Telephone:

Facsimile: