



**SHIRE OF MURWEH**

**MORVEN - CHARLEVILLE - AUGATHELLA**

**TENDER AND SPECIFICATION FOR THE**

**REMOVAL AND DISPOSAL OF GARBAGE - CHARLEVILLE**

**FOR**

**2023 - 2028**

## *Removal and Disposal of Garbage - CHARLEVILLE*

### **FORM OF TENDER: CLOSING 7<sup>th</sup> June 2023**

### **REMOVAL AND DISPOSAL OF GARBAGE - CHARLEVILLE**

The Chief Executive Officer  
Murweh Shire Council  
**CHARLEVILLE. 4470**

I/We the undersigned do hereby agree to execute the several works required in carrying out the above Contract agreeably to the attached specification marked "A" prepared by the Council and dated the \_\_\_\_\_ day of \_\_\_\_\_ 2023 and to commence on the said services on the first day of July, 2023 for the sums in accordance with the following schedule of prices subject to adjustment in accordance with Clause 12 of the attached specification, and/or variations in cost in accordance with Clause 11 (ii) of the attached specification.

#### **SCHEDULE OF PRICES:**

#### **For 5 Years**

- |     |                                                                                                                   |       |
|-----|-------------------------------------------------------------------------------------------------------------------|-------|
| (a) | For each wheelie bin per week (1607<br>x 240 litre average                                                        | _____ |
| (b) | For bulk garbage not capable of being put in<br>a standard bin (when required under Clause 55)<br>per cubic metre | _____ |
| (c) | For street and facility litter per week (360 x 240litre)                                                          | _____ |

#### **APPORTIONMENT OF TENDERED PRICE:**

For the purpose of adjusting variations in the contract price in accordance with the provision of Clause 11 (ii) of the specifications the percentage shown in the schedule hereunder shall for the basis.

#### **SCHEDULE:**

#### **Percentage of Contract:**

- |              |                      |       |
|--------------|----------------------|-------|
| (a)          | Labour Cost          | ..... |
| (b)          | Plant                | ..... |
| (c)          | Disinfectants, Fuels | ..... |
| (c)          | Sundries             | ..... |
| <b>TOTAL</b> |                      | _____ |

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Should my/our tender be accepted by the Council, I/we the undersigned will, within seven days after having received notice in writing of the acceptance of the tender, execute and deliver at the Council's Office a Deed of Contract for the due performance and completion of the Contract.

Until the execution of the Deed of Contract abovementioned this tender and the written acceptance thereof shall be a binding contract.

I have read the document provided (Work Health & Safety Procedure CONTRACTOR CONTROL) and completed the questionnaire (Appendix A), and accept and understand my obligations under the Work Health & Safety Act 2011.

Dated and signed this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

Signature of Tenderer(s) \_\_\_\_\_

Name of Tenderer(s) \_\_\_\_\_  
(Please print) (Please print)

Address of Tenderer(s) \_\_\_\_\_  
\_\_\_\_\_

Signature of Witness \_\_\_\_\_

Name of Witness \_\_\_\_\_  
(Please print)

Address of Witness \_\_\_\_\_  
\_\_\_\_\_

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### **PART A**

1. Specification and conditions of the work to be performed and material and plant to be supplied and maintained for the Council in collection, removal and disposal of Refuse from premises within the defined area and the conditions under which the work is to be carried out.

2. The removal and disposal of all refuse from within the area shall be carried out under the provisions of "The Health Act of 1937 to 2018" or any Acts, Regulations, or Local Laws and Policies which are now, or may at any time, or from time to time during the term of the Contract, be in force within the Murweh Shire or the State of Queensland, and the conditions, fines and penalties or any of them set forth in this Specification shall be in addition to and not in derogation of the aforesaid Act and Regulations, and any amendment thereof and any Regulation or Local Laws and Policies which are now or may at any time or from time to time during the term of this Contract be in force within the Murweh Shire.

3. In the carrying out of the works of the contract under this Specification, all industrial awards, and the Local Authorities and Main Roads Award and all modifications and amendments thereto shall be complied with.

4. In this Specification, save where otherwise required by the context, the following terms have the meanings hereinafter assigned to them respectively:-

|                  |                                                                                                                                                                                                                                                                            |
|------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Area             | The whole of the Town of Charleville                                                                                                                                                                                                                                       |
| Bin              | The 240 litre size wheelie bin approved of by the Council and Director-General.                                                                                                                                                                                            |
| CEO              | The Chief Executive Officer of the Murweh Shire Council, the term includes the person for the time being carrying out the duties of CEO.                                                                                                                                   |
| Council          | The Murweh Shire Council                                                                                                                                                                                                                                                   |
| Director-General | The Director-General of Health and Medical Services for the State of Queensland.                                                                                                                                                                                           |
| EHO              | The Council's Environmental Health Officer appointed as amended under "The Health Act" or any Act or Acts amending or in substitution thereof.                                                                                                                             |
| Contractor       | The person, persons, or company, and every partner of such company whose tender to perform the work herein specified shall be accepted by Council.                                                                                                                         |
| Mayor            | The Mayor of the Murweh Shire Council.                                                                                                                                                                                                                                     |
| Plant            | All motor vehicles, utensils, wheelie bins, buildings, premises, and any other machinery and appliances of every description belonging to the Council or to the Contractor, used in or in connection with and necessary for the carrying out of the work herein specified. |

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|                                 |                                                                                                                                                                                                                                                                                                                                                                |
|---------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Premises                        | Shall include all places of residence, business, public and private institutions, latrines and public conveniences, camps, Council and Government Buildings, Churches, Schools, stores, tents and yards, and all other places where refuse for removal is, or is gathered. The term includes premises situated above or below the level of the street or road. |
| Refuse                          | All matter or material of whatever description including house, trade or any other refuse, rubbish, or garbage, which can be placed in the bin in such a way as to allow the lid to be properly closed.                                                                                                                                                        |
| General Waste Disposal Facility | Rubbish Dump - Lot 150 OR282, also known as Charleville Rubbish Tip, located off the Bollon Road Charleville.                                                                                                                                                                                                                                                  |
| Service - Garbage Bin           | The emptying of the contents of one wheelie bin                                                                                                                                                                                                                                                                                                                |
| Service - Garbage Bulk          | The removal, at least weekly, of all dry non putrescible refuse from dwellings, warehouses, factories, shops and other such like premises; such refuse, by nature of its shape, being unable to be deposited in the standard Wheelie Bin.                                                                                                                      |
| Town                            | The area included in Charleville Town in the Murweh Shire.                                                                                                                                                                                                                                                                                                     |

5. Wherever any time or number of days is mentioned herein, such time or number of days, as the case may be, shall be understood as being exclusive of Sundays.

6. In this Specification words importing the masculine gender shall be deemed and taken to include females, and the singular to include the plural, and the plural the singular, unless the contrary as to gender or number is expressly provided.

7. Should any doubt or dispute arise as to the meaning of any words, or combination of words, or as to the execution of the duties herein described, expressed, or inferred or the fulfilment or otherwise of the conditions of this Specification, the question shall be referred to the Mayor, whose interpretation and decision shall be final and binding.

8. Tenders are invited for the removal of refuse from premises within the Area, and its disposal at the appointed depots together with the removal of other material approved by the Council, and the proper disposal of refuse at the appointed depots, under the terms and penalties referred to herein.

9. The Tender shall be written upon a form supplied by the CEO, and shall be sent in, accompanied by a copy of this Specification in a sealed envelope endorsed "Tender for Sanitary Contract" addressed to the Director of Community & Health Services, P.O. Box 63, Charleville Q 4470.

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10. Omitted.

11(i) Tenders shall state -

- (a) The charge for each Wheelie Bin Service per week
- (b) The charge (per cubic metre) for bulk garbage not capable of being put in a standard bin.
- (c) Street and facility litter bins

and whether such prices refer to a contract for the term of five years.

- (e) Contingency plans for ensuring garbage collection service in the event of breakdown of equipment or unavailability of staff.

11(ii) If for any reason the cost to the Contractor of carrying out his contract at the time of the commencement thereof or at any time thereafter is increased the Council will be prepared to negotiate with such Contractor with the view to making good to him any such increased cost which for such reason as aforesaid he has actually and necessarily incurred, or if at such time or any time as aforesaid the cost to the Contractor of carrying out his contract is less than that at the date of closing of tenders such Contractor will allow to the Council by way of a reduction in any amount due to him under his contract such sums as are certified by the CEO to be those by which such contractor's cost of carrying out the contract has been reduced. The rise and fall in the basic wage and material costs ruling at the date of tender shall be the basis of adjustment. A schedule prepared by the Contractor showing the proportional percentage of the contract price represented by Labour Cost, disinfectants, plant, fuel etc. shall be included in the form of tender.

12. If for any reason the number of Garbage or Refuse Services are increased or decreased corresponding adjustments will be made in the amount payable calculated at the unit rate.

13. Tenders not in accordance with the advertisement and this Specification will not be entertained. The lowest or any tender will not necessarily be accepted by the Council.

14. The Contract shall commence on the first day of July 2023 and shall continue and be in force until the thirtieth day of June 2028 as determined prior to Contract by Council, unless sooner terminated in the manner hereinafter indicated.

15. The successful tenderer shall within seven days after receiving written notice of the acceptance of his tender by the Council, execute a Contract Deed which shall be prepared by the Council, having a copy of this Specification and Schedule of penalties and any alterations or amendments which may have been made therein or thereto, attached thereto, and which shall be read and construed as forming part of the contract and shall thereby undertake in such Contract Deed among other things to answer and defend all information's, injunctions, writs, actions at law, or any other proceedings at law or otherwise which may be serviced upon him or issued, or laid against him, or any of his employees or the Council, or the Mayor, or Member, or CEO, or any other official or employee of the Council may be mulct in, or found liable for by way of damages, costs, or otherwise, in or through the carriage of refuse or the disposal of same, or any other set or default or other matter or thing connected with the carrying out of this contract.

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16. The provisions of this Specification shall in every respect be absolutely binding on and upon the Contractor and shall form along the Deed of Contract aforesaid the contract between the Council and the Contractor.

17. If the successful tenderer fails or neglects to execute the said Deed of contract within seven days after receiving written notice of the acceptance of his tender by the Council, his tender, along with the acceptance thereof by the Council, shall be null and void.

18. Omitted.

19. Omitted.

20. In case the Contractor fails or neglects to faithfully and accurately fulfil and perform any of the work required by this Specification, and upon report in writing by the Council, it shall be a stipulation on the part of the Contractor that he agrees and authorises the Council by its officers to take charge of all his plant and to use same, and to occupy and use all lands, buildings, and improvements, used in connection with this contract, and to set on and employ all such labour and plant which shall be sufficient and necessary to remedy such failure or such neglect, and set off the expenses so incurred against and deduct same from any payment or balances due to the Contractor from the Council, or from the amount deposited by him and held as security for the performance of the Contract and to recover from the Contractor the amount of any such expenses in excess of any payments or balances due to the Contractor from the Council and the amount deposited by him and held as security for the performance of the contract. The plant and materials so seized shall be returned to the Contractor by the Council after the failure or neglect has been remedied, and all the expenses settled to the satisfaction of the Council.

21 In case the Contractor shall have been given notice in writing by the CEO of any failure or neglect to faithfully and accurately fulfil the requirements of this Specification, and shall, notwithstanding, such notice for a space of seven days thereafter continue such failure or neglect, or shall for that term throw upon or leave to the Council the obligation of carrying on the work under the provisions of this Specification he shall be held to have abandoned his contract, and shall thereupon forfeit all claim to the amount deposited by or withheld from him as security and to any unexpended balance thereof, and also to all and every sum or sums of money which would otherwise be due to him from the Council and he shall furthermore deliver up to the Council the immediate possession of all property, plant, and materials used by him for the purpose of this contract, and it shall be the Council's duty to take possession thereof wherever the same may be, and the Contractor shall be deemed to have authorised and directed the Council so to do. In case of any such abandonment or termination of the contract, the Contractor shall have no claim whatever against the Council, and the Contractor shall be made liable to pay and make good to the Council any loss sustained by the Council in consequence of any such abandonment or termination of the Contract.

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22. In case the Contractor shall be adjudged bankrupt: or shall file a petition for the liquidation of his affairs, arrangement or composition with his creditors, or shall have his estate placed under sequestration in the State of Queensland or elsewhere, or shall make an assignment thereof for the benefit of his creditors, or die, it shall be lawful for the Council, without previous notice to the Contractor, or the trustees of his estate, or to the trustees under the assignment or his or their administrators, or executors or assigns, to take the work and all property and plant out of the hands of the Contractor, and/or of such trustees or his or their executors or administrators or assigns as aforesaid and the Council may thereupon carry out the work itself, or recontract with any other person or persons to proceed with the work and complete the same upon such terms, stipulation's, and conditions as shall be used and applied for the purposes of the Contract, or in lieu of the Council carrying out the work or recontracting as aforesaid, the Council may determine the contract, and upon such determination the Contractor shall forfeit to the Council all claim to the amount deposited with his tender with the Council and to each and every sum of money as hereinbefore in this clause provided, and shall deliver up as aforesaid to the Council, the immediate possession of all property, plant, and materials used by the Contractor for the purpose of the Contract, but upon expiry of the Contract, the plant belonging to the Contractor shall be handed over to the Contractor or to the trustees, executors or administrators as the case may be, without any allowance for the use of such plant, or payment by or liability to the Council on account of any loss, diminution, wear, tear or injury such plant may have sustained in the meantime, or for compensation or for any reason whatsoever.

23 Omitted.

24 The Contractor shall not sublet the whole or any portion of the work under this Specification nor enter into any subcontract for the execution thereof: nor assign the deposit or any money or moneys payable under this Contract without the consent of the Council under the seal of the Council, and no such sub-letting, sub-contraction, or assigning, without such consent as aforesaid, or any assignment contract or covenant for the same, or any irrevocable power of attorney coupled with an interest to receive such money or deposit or any part thereof respectively shall have any effect or be recognised by the Council, and the same respectively shall be null and void.

25 The consideration payable under the contract except any sum or sums which may become due under Clause 12 hereof, shall be paid to the contractor fortnightly.

26 Any such sums or sums which shall be due by the Council to the Contractor or which may be deducted by the Council from the Contractor under the provisions of Clause 12 hereof shall be so paid or deducted by the Council as the case may be at the end of each fortnightly period in respect of the period then preceding.

27 It shall be the duty of the Contractor during the entire duration of the Contract, to furnish weekly returns to the CEO specifying the number of services given by him under the contract during the preceding week. The CEO may request that all or any of such returns shall be verified by a Statutory Declaration made by the Contractor.

28 Before payment by the Council of any money to the Contractor, the CEO may require from the Contractor a Statutory Declaration that the workmen and others employed by him under this Contract have been paid their wages and claim of every kind, in full, in lawful money and to the latest date at which such wages or claims are due, and payment of any such sum or sums of money otherwise due for payment to the Contractor may be withheld by the Council until such declaration has been made and delivered up to the CEO. In case the contractor shall be unable to furnish such Statutory Declaration as aforesaid, or fails or neglects so to do, the CEO, by notice in writing to the Contractor, may require that such wages or other payments be made by the Contractor, in the presence of a person



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appointed by the Council at a time and place to be named in such notice. If the Contractor shall fail or neglect to make payment of any such sums or sum of money owing by him to his workmen or others employed by him under this contract at the time and place specified in such notice then and in every case the Contractor shall be deemed to have committed a breach of the Contract, and the Council may, without any previous formal notice to the Contractor and immediately thereupon determine the Contract.

29 The Contractor shall from time to time in the performance of the work and service under this contract conform to and obey in all respects the requirements and directions of the Council or of the Inspector or any officer authorised by the Council to supervise the carrying out of the work and services under this Contract.

30 The Contractor shall at his own cost and expense, insure and keep insured both himself and the Council against any liability to each and every one of the workmen and others employed by him in carrying out this Contract, or his or their dependents or legal representatives, arising out of or under or by virtue of "The Work Cover Queensland Act 1996" or any amendment or amendments thereto in force for the time being or at common law, or from any other source whatsoever and upon application being made by him by the CEO, will deliver to the Council the Policy or Policies of insurance issued to him in respect of such insurance.

31 The work under this Contract shall be so divided and arranged that the Contractor's men and plant shall be employed to the Council's approval and satisfaction during any day or all days of the week except Sunday, Christmas Day, Anzac Day, and Good Friday, or any other day which shall be mutually agreed upon between the Council and the Contractor.

32 The Officers of the Council or other persons acting on the authority of the Council or Director-General shall at all times have free access to and through the buildings and premises occupied by the Contractor whether situated within or without the Council's area, and shall be at liberty to inspect all or any part of the depot, plant, and all implements and appliances appurtenant thereto used by the Contractor in or in connection with this Contract.

33 The Contractor and his workmen shall at all times conduct themselves towards all residents in a civil and obliging manner: shall perform the work as specified with as little noise or disturbance as possible and shall reinstate and leave the premises clean and safe, and in as nearly as possible the same condition in which such premises were found by the Contractor or by any workmen employed by him under this contract.

34 The Contractor shall dismiss from his employment, any employees whom the Council may order to be dismissed on account of misconduct, or any employees against whom it has been proven to the satisfaction of the Council that such employee made application or demand for intoxicating liquor, or reward of any kind from any householder, or any other person, for the performance of any work herein specified. Any such employee so dismissed shall not be re-employed by the Contractor in connection with the work of this contract without the written consent of the Council.

35 The Contractor shall be held responsible to the Council for the honesty, sobriety, and good conduct of all persons employed by him under this Contract and in relation thereto.

36 The Contractor may request and, on such request, shall receive from the owners or occupiers of any premises who may desire to keep gates or doors of their premises locked, the necessary keys for opening such gates or doors, and it shall be the duty of the Contractor and his employees to close and lock all such gates and doors after removing the bin.

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37 The Contractor shall replace any keys which may have been entrusted to and lost by him or any of his employees and shall on the demand of the owner or occupier at any time, or at the termination of the contract, return each key to the person in charge of the premises to which it shall give access.

38 The Contractor shall immediately remedy all breakages or other damages done by his men or by himself, whether to closets, doors, floors, pavements, gates, fences or otherwise.

39 If the Contractor neglects for twenty-four hours to repair or remedy any breakages or damage, or return any keys as aforesaid, the Council may cause to be repaired or remedied any such breakages or damages, or supply a key or keys, in lieu of the key or keys not returned, and may deduct the cost incurred in so doing from the next or any subsequent payment to be made to the Contractor.

40 The Contractor or his representative shall call at the Council's office once every lawful day, or at such other time or times as may be fixed by the Council to receive and answer complaints received by the Council in respect of this contract, to be notified of any penalty or penalties the Council may impose under the contract, and to receive instructions relative to the work under this Contract.

41 All such instructions and notices shall be entered in a book provided by the Council for the purpose. Such entries as are made in such book shall be signed by the Contractor or his representative daily, and every such signature shall be taken as evidence of the notices or instructions having been given to the Contractor. All such notices and instructions shall receive the immediate attention of the Council and if required by the Council the Contractor shall furnish written replies without unnecessary delay.

42 Notwithstanding anything contained herein the Council shall have full power from time to time to define the day or days on which any premises in the several streets, lanes, alleyways, courts, and right-of-ways, in any part of the area shall be visited and if the Contractor fails or neglects to remove any nightsoil, or refuse upon the day or days appointed by the Council, the Contractor shall be liable for the penalty or penalties hereinafter provided.

### **CONDITIONS WHICH GOVERN THE REFUSE REMOVAL SERVICES**

43 The Contractor shall supply a sufficient number of serviceable motor vehicles, and all necessary utensils, tools, implements, and appliances for the efficient carrying out of the work under the contract.

44 The whole of the plant supplied by the Contractor shall throughout the entire contract comply with any safety, structural or roadworthy requirements set down by Queensland Safety Authorities, Queensland Transport or other State Government Body.

45. The Contractor shall commence on the work under the contract on the first day of July 2023 and shall employ and keep employed, for the purpose of the contract, and to the satisfaction of the Council a sufficient number of adult workers.

46 The Contractor shall paint or cause to be painted in a conspicuous place on each motor vehicle, his name and business address and the consecutive number of each vehicle. Such painting shall be in white letters or numbers upon a black background, and each such letter or number shall be at least six inches in height and of proportionate breadth. All such lettering and numbering shall always during the term of the contract be kept legible and undefaced.

47 The Contractor shall not allow any of the motor vehicles used or employed by him under this contract to stand on any street, roadway, or public place other than while being loaded with refuse in

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the ordinary course of the work under this contract, and then only opposite such premises from which refuse is being removed.

48 The Contractor shall cause all motor vehicles as soon as they are fully loaded to be driven direct to their respective General Waste Disposal Facility as the case may be, by such route as the Council may direct.

49 Each and every motor vehicle shall be thoroughly cleansed, washed, and disinfected inside and outside immediately after use, and shall always be kept in a condition inoffensive to sight and smell.

50 Where there is a right-of-way leading to a back entrance of any premises the Contractor shall cause, if possible, his vehicles to proceed along the said right-of-way for the purpose of removing refuse.

51 No other person than the Contractor or his employees or the Council's officers shall be allowed to travel or be at any time upon any of the motor vehicles while the same are engaged in the work under this Contract.

### **CONDITIONS GOVERNING THE REMOVAL AND DISPOSAL OF REFUSE**

52 All bins shall be of the standard 240-litre wheelie bins.

53 The Contractor shall notify the Council of any premises which do not possess a standard bin or a number of standard bins sufficient to contain all rubbish or refuse produced on such premises in one week, in accordance with The Refuse Management Regulations of 1983 or related legislation.

54 The Contractor shall collect the contents of all bins within the area at least once in every seven days and as many more times in any period of seven days as may be necessary or as may be directed by the Council.

55. The Contractor shall remove the refuse from hotels, boarding houses, registered lodging houses, restaurants, fish shops, butcher shops and such other premises as the Council may direct from time to time only between the hours of six o'clock and eight o'clock in the morning.

56 The Contractor shall remove the refuse from all other premises within the area not mentioned in the preceding clause only between the hours of five o'clock in the forenoon and five o'clock in the afternoon of the same day.

57 The Contractor when so ordered by the Council shall remove dry and non-putrescible refuse from dwellings, warehouses, shops, factories, or other such like premises, in such manner and at such times as by the Council is deemed fit and not necessarily in the regular refuse wagons.

58 All activities carried out by the Contractor or his employees during the period of the contract, shall comply with all requirements set down by the Queensland Environmental Protection Act 1994 and Environmental Protection Policies.

59 The Contractor shall if so directed by the Council dispose of all refuse in such manner as may be specified by the Council.