Request

Request Title:

Supply and Storage of GRE Bore Casing and Fittings

Request Number:

DWER102924

Closing Time:

11:00 AM Wednesday 11 September 2024, Western Australia

Issued by the Customer:

**Director General,** **Department of Water and Environmental Regulation**

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Part A – Request No DWER102924

# 1. Introduction

## 1.1 Background

The Department of Water and Environmental Regulation (DWER; the Customer) is seeking a suitable supplier for the supply and storage of Glass Reinforced Epoxy (GRE) casings and fittings for use in the construction of groundwater monitoring bores.

GRE bore casing and stainless-steel fittings are essential products, used in the construction of DWER’s groundwater monitoring bores. The supply of these products is required to support the bore replacement drilling program throughout Western Australia.

## 1.2 Submission of Offer

### 1.2.1 Hand and Post Lodgement

The Respondent may not submit the Offer by hand or post.

### 1.2.2 Facsimile Lodgement

The Respondent may not submit the Offer by facsimile.

### 1.2.3 Electronic Lodgement

The Respondent may submit its Offer electronically by uploading files in an approved format (**TWA Approved File Format**) at [www.tenders.wa.gov.au](file:///C:\Users\bardoee\Downloads\www.tenders.wa.gov.au).

If uploading Offer files at Tenders WA, the Respondent must ensure that:

1. the lodgement is made in accordance with the [Tenders WA Terms of Use](https://www.tenders.wa.gov.au/watenders/terms-and-conditions.vm?CSRFNONCE=FD7098E53C524FC9D6DA11E3F0AA598B);
2. the Respondent is registered on Tenders WA to submit an offer electronically;
3. the Offer is lodged against the correct Request Number;
4. each file name is no more than 125 characters in length;
5. each file upload request is equal to or less than 100MB per upload request; and
6. each file is uploaded in one of the following TWA Approved File Formats:

|  |  |  |  |
| --- | --- | --- | --- |
| TWA Approved File Formats | | | |
| Adobe Reader File # | .pdf | Image File | .jpeg |
| Microsoft Excel File \* | .xls | Image File | .jpg |
| Microsoft Excel File \* | .xlsx | Image File | .png |
| Microsoft Excel File \* | .csv | Media File | .mp4 |
| Microsoft PowerPoint File \* | .ppt | Media File | .mpp |
| Microsoft PowerPoint File \* | .pptx | Rich Text Format File | .rtf |
| Microsoft Publisher File \* | .pub | Text File | .txt |
| Microsoft Word File \* | .doc |  | |
| Microsoft Word File \* | .docx |
| Microsoft Word File \* | .docm |
| TWA Approved File Formats – Compression Formats | | | |
| ZIP File | .zip | Unix File | .z |
| gzip File | .gz | 7-zip File | .7z |
| RAR File | .rar |  | |

# PDF files must be Adobe compatible. \* Microsoft files must be PC / Windows compatible. [If

Notwithstanding paragraph (f) above, if the Respondent uploads Offer files to Tenders WA:

1. in a file format that is not listed in the table above; or
2. uses one of the compression file formats listed above, and the underlying compressed file(s) is saved in a format not listed in the table above,

the Customer may exclude the content of that files from their consideration of the Respondent’s Offer at its discretion.

The Tenders WA Terms of Use can be viewed at [www.tenders.wa.gov.au](file:///C:/Users/05016715/Documents/Offline%20Records%20(TP)/Procurement%20Templates%20-%20Changes%20And%20~%20GOVERNMENT%20PROCUREMENT%20-%20PROCEDURES(2)/www.tenders.wa.gov.au). Guidelines to assist Respondents with registering on Tenders WA and lodging an Offer electronically can be downloaded at [www.tenders.wa.gov.au](http://www.tenders.wa.gov.au) by following the links ‘Help’ > ‘Help Guides’ > ‘Business Help Guides’.

Queries in relation to Tenders WA, including TWA Approved File Formats, should be directed to the ‘Advice on Using Tenders WA’ contact person listed in Part A, section 1.6 of this Request.

### 1.2.4 Conditions regarding the submission of Offers (including late lodgement and mishandling) are contained in the Request Conditions.

## 1.3 Offer Validity Period

The Offer Validity Period is for a period of six (6) months.

## 1.4 Contact Persons

Different enquiries can be best dealt with by the most appropriate contact, shown below. The Respondent must not contact any other person within Government or any consultant engaged in relation to this Request to discuss this Request.

|  |  |
| --- | --- |
| **Contractual and Technical Enquiries:** | |
| Name: | **Leah Stewart** |
| Title: | **Senior Procurement Officer** |
| Telephone: | **08 6364 6686** |
| Email: | [eilishia.bardoe@dwer.wa.gov.au](mailto:eilishia.bardoe@dwer.wa.gov.au) |
| Advice on using Tenders WA**:** | |
| Name: | Procurement Systems Support |
| Telephone: | 08 6551 2020 |

## 1.5 Request Conditions

The “Request Conditions” are contained in the Part A of the[Request Conditions and General Conditions of Contract July 2024 (www.wa.gov.au)](https://www.wa.gov.au/government/publications/request-conditions-and-general-conditions-of-contract-july-2024) and contain important provisions regarding the nature of this Request and the consequences of the Respondent submitting an Offer. The Respondent is deemed to have read and considered the Request Conditions prior to submitting an Offer.

# 2. Selection Process

## 2.1 Selection Process

Achieve Value for Money is a key Western Australian Procurement Rule. It ensures that when purchasing Goods and/or Services, State Agencies achieve the best possible outcome, for every dollar spent, by assessing the costs and benefits of, and the risks inherent in, an Offer, rather than simply selecting the lowest Offered Price.

In determining value for money, the Customer will:

1. Apply relevant [Western Australian Procurement Rules](https://www.wa.gov.au/government/publications/western-australian-procurement-rules) and Government policies and priorities, including those referenced in the [Western Australian Social Procurement Framework](https://www.wa.gov.au/government/publications/western-australian-social-procurement-framework), to the assessment of Offers;
2. Require Offers to meet the Pre-Qualification Requirements in Part B, Section 3;
3. Assess Offers against the Compliance and Disclosure Requirements in Part B, Section 4;
4. Assess Offers against the Qualitative Requirements in Part B, Section 5;
5. Assess Offers against the Insurance Requirements in Part B, Section 6; and
6. Assess the Offered Prices, which includes assessing the Offered Price and Pricing Requirements in Schedule 3.

The determination of value for money will require a consideration of all of the above factors and any other matters that the Customer considers relevant.

## 2.2 Western Australian Procurement Rules and Government Policies

The following apply to this Request:

1. The [Western Australian Procurement Rules](https://www.wa.gov.au/government/publications/western-australian-procurement-rules), as applicable, which can be viewed and downloaded from wa.gov.au
2. The [WA Buy Local Policy 2022](https://www.wa.gov.au/government/publications/western-australian-buy-local-policy-2022) which can be viewed and downloaded from wa.gov.au
3. Western Australian Industry Participation Strategy ([WAIPS](https://www.wa.gov.au/organisation/department-of-jobs-tourism-science-and-innovation/western-australian-industry-participation-strategy)), which can be viewed at and downloaded from wa.gov.au

This Request is a Covered Procurement as defined in the [Western Australian Procurement Rules](https://www.wa.gov.au/government/publications/western-australian-procurement-rules).

## 2.3 Supplier Debarment Regime

In January 2022, the Western Australian supplier debarment regime commenced operation. The debarment regime establishes grounds and processes through which a supplier can be excluded (by suspension or debarment) from supplying goods, services and works to State Agencies. The regulatory scheme is established under Part 7 of the *Procurement Act 2020* and the *Procurement (Debarment of Suppliers) Regulations 2021*. Further information about the regulatory scheme is available from [wa.gov.au](https://www.wa.gov.au/organisation/department-of-finance/debarment-regime) and [Tenders WA](https://www.tenders.wa.gov.au/watenders/news/browse.do?CSRFNONCE=D698D425818DEE32BA3DFEEFE7D868B7&&ss=1).

Unless operation of the *Procurement (Debarment of Suppliers) Regulations 2021* has been excluded, the Customer must exclude from consideration any Offer received from a Respondent who is suspended or debarred, and any Offer which includes a subcontracting arrangement with a suspended or debarred subcontractor.

Schedule 1 – Customer Contract Details

|  |  |
| --- | --- |
| 1. **Customer** | The Customer is specified on the front page of this Request. |
| 1. **The Term of the Customer Contract** | The Term of the Customer Contract is three (3) years. |
| 1. **Commencement Date** | The Customer will notify the Contractor of the Commencement Date in the Letter. |
| 1. Extensions | The Customer has two (2) options to extend the Term, each option is for one (1) year in duration. |
| 1. Notice of Extension | Clause 3.4 of the General Conditions applies. |
| 1. Price Variation | The Price is fixed for the first year of the Term.  On each anniversary of the Commencement Date, the Price will be varied by the Consumer Price Index (Consumer Price Index, Australia (Cat No 6401.0): 1 All Groups, Index Numbers – Perth).  The Contractor shall apply in writing for the Customer’s approval each time a revised price is to be applied to the Customer Contract. Twenty one (21) days prior notice is required for a price variation request.  Documentation will be required to justify applications for revised Customer Contract prices during the term of the Customer Contract. No price variation is payable unless and until approved by the Customer. Any request by the Contractor for back-payment of price variations will not be considered. |
| 1. Public and Products Liability | Public and products liability insurance covering the legal liability of the Contractor and the Contractor’s Personnel arising out of the Goods and / or Services for an amount of:   1. Not less than $20 million for any one occurrence; 2. Unlimited in the number of occurrences happening in the period of insurance for public liability; and 3. Limited in the annual aggregate to $20 million for products liability. |
| 1. **Workers’ Compensation** | Workers’ compensation insurance in accordance with the provisions of the *Workers’ Compensation and Injury Management Act 1981* (WA), including cover for common law liability for an amount of not less than **$50 million** for any one occurrence in respect of workers of the Contractor. The insurance policy must be extended to cover any claims and liability that may arise with an indemnity under section 175(2) of the *Workers’ Compensation and Injury Management Act 1981*. |
| 1. Motor Vehicle Third Party | Motor vehicle third party liability **i**nsurance covering legal liability against property damage and bodily injury to, or death of, persons (other than compulsory third party motor vehicle insurance) caused by motor vehicles used in connection with the Goods and / or Services for an amount of not less than **$30 million** for any one occurrence or accident. |
| 1. Compulsory Third Party | Compulsory third party insurance as required under any statute relating to motor vehicles used in connection with the Goods and / or Services. |
| 1. Goods in Transit Insurance | Goods in Transit insurance covering physical loss of or damage to the Products, while in the course of ocean marine shipment, transit by air, road or rail anywhere in Australia (including loading and unloading, and incidental storage) for an amount not less than $1 million for any one event or occurrence.  The insurance policy must insure against:   1. Fire, explosion, lightning, earthquake, hail, storm, water damage or flood; 2. Riots, strikes or civil commotion; 3. Collision, overturning, jack-knifing or derailment of land conveyance; 4. Vessel or craft being stranded, grounded, sunk or capsized; 5. Discharge at a port of distress; 6. Crashing or forced landing of aircraft; 7. Jettison or washing overboard; 8. Perils of the sea; 9. Theft, pilferage and non-delivery; 10. Removal of debris costs; 11. Deterioration of refrigerated goods due to breakdown or malfunction of refrigeration; 12. Malicious acts, vandalism or sabotage; 13. Contact of vessel with any external object; 14. Entry of water into vessel, hold, container lift van, vehicle or place of storage. |
| 1. Goods in Storage Insurance | Goods in Storage insurance covering physical loss of or damage to the Products while in storage anywhere in Australia caused by fire, lightning, explosion, aircraft, earthquake, storm and tempest, rainwater, cyclone, flood, water from fixed pipes or systems, riots, strikes, civil commotion, impact, malicious damage, vandalism, theft and accidental damage for an amount not less than its replacement value. |
| 1. **Contract Management Requirements** | **Customer’s Representative**  Tristan Dowding, Program Manager, Groundwater Assets  **Customer’s Representative Contact Details**  Phone: 08 9355 6217  Email: [Tristan.Dowding@dwer.wa.gov.au](mailto:Tristan.Dowding@dwer.wa.gov.au)  **Reporting**  In accordance with Schedule 2, clause 2.5 a).  **Meetings**  In accordance with Schedule 2, clause 2.5 b).  **Invoicing and Payments**  In accordance with Schedule 2, clause 2.5 d).  **Key Performance Indicators**  In accordance with Schedule 2, clause 2.5 c). |
| 1. **Confidential Information** | For the purposes of paragraph (b) of the definition of “Confidential Information” in clause 2.1 of the General Conditions, there is no information that is specified by the Customer as confidential. |
| 1. **Police Clearance** | Clause 18.4 of the General Conditions applies. |
| 1. **Confidential Declaration – Prevention of Paedophilia** | Clause 18.5 of the General Conditions does not apply. |
| 1. **Warranties** | For the purposes of clause 19.5 of the General Conditions, no warranties are specified. |
| 1. **Intellectual Property Owner** | Clause 23.1 (a) of the General Conditions applies. |
| 1. **Working Papers** | Clause 23.1 of the General Conditions applies. |
| 1. **Publicity** | For the purposes of clause 24.4 of the General Conditions, no other State Agency is specified. |
| 1. **Government Policies** | The following obligations are obligations relating to Government procurement policies for the purposes of clause 32 of the General Conditions:   * The Western Australian Industry Participation Strategy requirements mentioned and/or described in Item 22 of the Customer Contract Details * The Buy Local 2022 requirements mentioned and/or described in Item 23 of the Customer Contract Details |
| 1. **Western Australian Industry Participation Strategy (WAIPS) – Requirements For Participation Plans** | 1. **Participation Plan Reporting**    1. The Contractor must submit a completed WAIPS Participation Plan Report to the Customer:       1. annually (**Annual Report**); and       2. upon the expiry of the Customer Contract (**Final Report**),   in accordance with this clause.   * 1. Each report submitted under subclause a i must use the form of, and must address the matters outlined in, the [WAIPS Participation Plan Report template](https://www.wa.gov.au/government/publications/waips-participation-plan-report-template) which is available to download from [WA.gov.au](https://www.wa.gov.au/government/publications/waips-participation-plan-report-template).   2. Subject to subclause a iv below, the Contractor must submit:      1. an Annual Report on the anniversary of the Commencement Date, or on such other date each year as is notified by the Customer to the Contractor; and      2. a Final Report no later than two months after the expiry of the Customer Contract.   3. Where the Customer Contract is 12 months or less, only one report from the Contractor is required, being the Final Report, which the Contractor must submit in accordance with subclause a iii (B).   4. The report required by this clause must be endorsed and verified as being true and correct by the Contractor’s Chief Executive Officer, Managing Director or equivalent.  1. **Use of Information**   The Customer may use or disclose the reports provided under this clause for the legitimate purposes of or relating to government or the business of government.   1. **Clause survives**   This clause survives the termination or expiration of the Customer Contract. |
| 1. **WA Buy Local Policy 2022** | 1. **Obligations**   Where the Contractor claimed a Regional Content Preference, the Contractor must use the regional content detailed in its Offer.  If the Contractor is unable to use the agreed regional suppliers or subcontractors detailed in its Offer, the Contractor must:   * 1. Promptly notify the Customer; and   2. Where agreed by the Customer in writing, use substitute regional suppliers or subcontractors.   The Contractor must allow the Department of Jobs, Tourism, Science and Innovation, or an authorised representative of the Department of Jobs, Tourism, Science and Innovation, to have access to and examine the Contractor’s Records concerning the Customer Contract, to confirm whether the Contractor has met its regional content commitments. |

Schedule 2 – Specification / Statement of Requirements

# 1. Statement of Requirements

The Department of Water and Environmental Regulation (DWER; the Customer) is seeking a suitable supplier for the supply and storage of Glass Reinforced Epoxy (GRE) casings and appropriate fittings for use in the construction of groundwater monitoring bores.

GRE bore casing and stainless-steel fittings are essential to the construction of DWER’s groundwater monitoring bores. The supply of these Goods is required to support the bore replacement drilling program throughout Western Australia.

The volume of the casing required may fluctuate annually, and cannot be guaranteed by the Customer. However, the Customer anticipates the placement of two (2) orders per year to purchase an estimated total of approximately 6,000 lineal metres of casing.

# 2. Specification

The Contractor must ensure the Goods are manufactured to be compliant with the *Minimum Construction Requirements for Water Bores in Australia* (4th Edition, 2020), in facilities certified to the American Petroleum Institute (API)-Q1 standard and with the 4TPI (thread per inch) Epoxy Resin system or equivalent.

The Customer will require the Goods to be provided with a lead time of no longer than six (6) months from the date of the Order.

**2.1 Casing Requirements**

The GRE casing will be pressure grouted with grouts up to 1.60 Specific Gravity (SG). The depth rating for the casing grade must include grouting pressures. The Nominal Bore (NB) diameters (inside diameters) must be 100mm and 125mm.

The Contractor must provide Goods that meet the following casing length and size requirements:

* Six (6) metre length casing:
* 100mm NB rated to ~450m;
* 125mm NB rated to ~950m; and
* 150mm NB rated to ~1,700m.
* Nine (9) metre length casing:
* 100mm NB rated to ~450m;
* 125mm NB rated to ~450m;
* 125mm NB rated to ~950m; and
* 150mm NB rated to ~1,700m.

**2.2 Requirements for Fittings and Accessories**

*a) Fittings*

The Contractor must ensure the inside diameter of all crossovers are the same as the casings (or larger) to permit drill bits, screens, casings and tools to pass through it.

The supplied fittings must be of Stainless Steel Grade 316, Schedule 40 pipe, and suitably rated with 4TPI and meet the following requirements:

* Bottom adapter - 100mm NB box x 300mm with weld prep;
* 100mm NB pin x 100mm NB Table “D” Flange x 450mm;
* Bottom adapter - 125mm NB box x 350mm with weld prep;
* 125mm NB pin to 125mm NB Table “D” Flange x 450mm;
* Bottom adapter - 150mm NB box x 350mm with weld prep; and
* 150mm NB pin to 150mm NB Table “D” Flange x 450mm.

*b) Miscellaneous Accessories*

The Contractor must provide:

* ‘O’-rings compatible with the supplied casings and fittings; and
* Lubricant that is compatible with the supplied casings and fittings and is fit for purpose.

**2.3 Requirements for Storage**

The Contractor must:

* Store the Goods at a suitable Perth metropolitan location;
* Ensure the external casing is clearly marked with the appropriate grade with a sun resistant coloured band for ease of identification;
* Prevent sun and other damage to the stored Goods; and
* Load casing bundles onto the transport arranged by the Customer or a separately contracted third party, as required by the Customer, for transportation to nominated drill sites.

The Contractor must manage the stored Goods in such a manner that there is a continual turnover of stock to prevent damage, including but not limited to sun damage and discolouration of grade markings.

The Contractor must ensure stored Goods are kept in a manner that prevents damage. The Contractor is liable for any damage and/or loss of the Goods in storage, until their release from storage to the Customer or an approved third party.

The Contractor must release Goods from storage within five (5) business days of receiving a request to do so from the Customer’s Representative.

**2.4 Minimum Orders and Volume Discounts**

The Customer intends to order in quantities that maximise cost effectiveness while considering storage requirements. It anticipates the placement of two (2) Orders to purchase an estimated total of approximately 6,000 lineal metres of casing orders, per annum over the Term.

The details of minimum order quantities and any available discounts for bulk orders must be clearly articulated in the Offer (see Schedule 3).

**2.5 Contract Management Requirements**

*a) Reporting and Documentation*

Every six (6) months over the Contract Term, the Contractor must provide a stock report to the Customer’s Representative on the movement and storage of the Goods. The report must describe:

* The quantity of Goods in storage during the reporting period;
* The quantity of ordered Goods during the reporting period;
* The quantity of Goods released to the Customer and/or third parties during the reporting period;
* The quantity of any damaged Goods during the reporting period;
* Any associated delays or key issues that have affected, or will affect, timeframes in the supply of Goods; and
* An overview of the Services provided during the reporting period.

The Contractor must also provide the following documents in an accurate and timely manner:

* Invoices for the supply of the Goods within ten (10) business days of Goods being received into storage; and
* Release delivery note issued within five (5) business days of the placement of an Order.

*b) Meetings*

The Contractor must attend an initial meeting with the Customer’s Representative on Commencement of the Contract.

The Contractor must attend a minimum of two (2) contract management meetings with the Customer’s Representative per year for the duration of the Contract Term for the review of stock report, key performance indicators and to address any issues or challenges that have been encountered.

These meetings will be arranged by the Customer’s Representative in consultation with the Contractor and may be conducted in person, by videoconference or by telephone.

*c) Key Performance Indicators (KPIs)*

The Contractor must provide the required Goods and Services, including reports and contract management requirements, in accordance with the following table.

| **Service** | **KPI Target** | **Minimum Compliance** |
| --- | --- | --- |
| Key Outcomes – accuracy and completeness of stock reports | 100% | 95% |
| QA/QC – high standard of quality of casing, including absence of sun damage or faded markings and the uniformity of casing lengths | 100% | 95% |
| QA/QC – high standard of quality of welded Stainless-Steel fittings and casing accessories, including ‘O”-rings and lubricant | 100% | 95% |
| Timeliness – compliance with timing requirements for the release of Goods from storage for collection by Customer or third parties | 100% | 90% |
| Contract management – timely provision of documentation and information to the Customer’s Representative, including insurance certificates of currency, accurate invoices, casing release delivery notes and stock reports | 100% | 90% |

*d) Invoicing and Payments*

The Contractor must ensure its invoices for the provision of the required Goods and storage Services include the:

* Appropriate purchase order number and contract number; and
* A detailed description of the activities covered by the invoice, including any commencement and completion dates.

Following the arrival of ordered Goods at the storage facility, the Customer’s Representative will conduct an inspection the Goods and, if they are intact and undamaged, will accept them.

Following acceptance of the ordered Goods at the storage facility, the Customer’s Representative will pay accurate submitted invoices within 30 days.

Part B – Content Requirement and Respondent’s Offer

*Part B should be completed by the respondent and returned to the Customer (refer ‘submission of offer’ requirements of clause 2.1 in the Request Conditions).*

# Note to Respondent

In preparing its Offer, the Respondent must:

1. Address each requirement in the form set out in this Part B;
2. Take into account the Customer Contract requirements, as explained in the Customer Contract Details. The Respondent must read these in conjunction with the General Conditions;
3. In respect of the Qualitative Requirements in Section 5 in this Part B, provide full details of any claims, statements or examples. No detail is to be referenced to any website (refer ‘(no reference to information on websites)’ under clause 2.7 of the Request Conditions;
4. Assume that the Customer has no knowledge of the Respondent, its activities, experience or any previous work undertaken by the Respondent for the Customer or any other State Agency; and
5. Nominate any Offer Information that the Respondent wishes to expressly and reasonably nominate as confidential for the purposes of the Request Conditions.

# 2. Identity of Respondent

The Respondent must provide the following details:

|  |  |
| --- | --- |
| **Respondent to Complete**: | |
| 1. Name of Legal Entity: |  |
| 1. ACN (if a company): |  |
| 1. Registered address of Company or address of principal place of business if no registered address: |  |
| 1. Business Name: |  |
| 1. ABN: |  |
| 1. Contact Person: |  |
| 1. Contact Person Position Title: |  |
| 1. Email: |  |
| 1. Telephone: |  |
| 1. Address and email for service of contractual notices: |  |

**NB: The Offer does not require the Respondent’s signature**.

# 3. Pre-Qualification Requirements

There are no pre-qualification requirements for this Request.

# 4. Compliance and Disclosure Requirements

The Customer will, in its value for money assessment, consider the extent to which the Offer satisfies the following Compliance and Disclosure Requirements. The Customer reserves the right to reject any Offer that does not properly address any of the Compliance and Disclosure Requirements, and/or which contains material departures from the Customer Contract Details and/or General Conditions.

**a) Compliance**

**(i) Customer Contract Details**

|  |  |
| --- | --- |
| The Respondent must confirm whether it will comply with the Customer Contract Details (excluding the General Conditions and Schedules). If the Respondent will not comply with any clause of the Customer Contract Details, the Respondent must set out the:   1. Clause it will not comply with; 2. Extent of non-compliance – including the alternative clause, if any, or a description of any changes it requires to the Customer Contract Details; and 3. Reason for non-compliance.   **Respondent to Complete:**  Does the Respondent agree to the Customer Contract Details? | |
| Yes | No |
| If no, provide details: | |

**(ii) General Conditions / Schedules**

|  |  |
| --- | --- |
| The Respondent must confirm whether it will comply with the General Conditions and Schedules. If the Respondent will not comply with any of the General Conditions and Schedules, the Respondent must set out the:   * + 1. General Condition / Schedules it will not comply with;     2. Extent of non-compliance – including the alternative clause, if any, or a description of any changes it requires to the General Conditions / Schedules; and     3. Reason for non-compliance.   **Respondent to Complete:**  Does the Respondent agree to the General Conditions/Schedules? | |
| Yes | No |
| If no, provide details: | |

**b) Disclosures**

**(i) Participants (including subcontractors)**

|  |  |
| --- | --- |
| **Respondent to Complete:**  Is the Respondent acting as an agent or trustee for another person or persons? | |
| Yes | No |
| If yes, provide details: | |
| And  Is the Respondent acting jointly or in association with another person or persons? | |
| Yes | No |
| If yes, provide details: | |
| And  Has the Respondent engaged, or does the Respondent intend to engage, another person or persons as a subcontractor in connection with the supply of the Services? | |
| Yes | No |
| If yes, provide the following details for each subcontractor:  Full legal name of subcontractor:  Business name of the subcontractor:  ACN / ARBN (if applicable):  Postal address:  Requirements to be subcontracted: | |
| The Respondent warrants that the Respondent has obtained consent from each above-named subcontractor permitting the Respondent to receive information from the Customer and the Contract Authority as to whether the subcontractor is a suspended supplier within the meaning of the Procurement (Debarment of Suppliers) Regulations 2021, for the purposes of this procurement process and any resulting Customer Contract. | |

**(ii) Criminal Convictions**

|  |  |
| --- | --- |
| The Respondent must confirm that neither the Respondent, nor any of the Respondent’s senior officers (as defined in regulation 3(1) of the Procurement (Debarment of Suppliers) Regulations 2021), nor any person included in the Specified Personnel has been convicted of a criminal offence that is punishable by imprisonment or detention.  **Respondent to Complete:**  Has the Respondent or any of the Respondent’s senior officers or any person included in the Specified Personnel been convicted of a criminal offence that is punishable by imprisonment or detention? | |
| Yes | No |
| If yes, provide details: | |

**(iii) Conflict of Interest**

|  |  |
| --- | --- |
| The Respondent must declare and provide details of any actual, potential or perceived conflict of interest.  **Respondent to Complete:**  Does the Respondent have any actual, potential or perceived conflict of interest in relation to the performance of the Customer Contract (if awarded) by the Respondent? | |
| Yes | No |
| If yes, the reasons why: | |

**(iv) Small Business, Australian Disability Enterprise (ADE), Aboriginal Business and/or ACCO**

|  |  |  |  |
| --- | --- | --- | --- |
| **Respondent to Complete:**  Respondent is required to disclose whether it is a: | | | |
| 1. Small business that employs less than twenty (20) people; and/or | | | |
| Yes | | No | |
| 1. Registered ADE – registered means to be listed as an approved ADE on the [*Australian Disability Enterprises website*](http://buyability.org.au/directory/); and/or | | | |
| Yes | | No | |
| 1. Registered Aboriginal business – the business is to be registered on the [*Aboriginal Business Directory WA*](http://www.abdwa.com.au/) and/or on [*Supply Nation’s Indigenous Business Direct*](http://supplynation.org.au/). | | | |
| Yes  If Yes, registered on:  Aboriginal Business Directory WA  Supply Nation’s Indigenous Business Direct  Both | | | No |
| (D) Aboriginal Community Controlled Organisation (ACCO) – means the organisation is:   * Incorporated under State or Commonwealth legislation and not for profit; * Controlled and operated by a majority of Aboriginal and/or Torres Strait Islander people; * Involved or connected to the community, or communities, in which it delivers the services; * Governed by a majority Aboriginal and/or Torres Strait Islander governing body.   *(Aboriginal Community Controlled Organisation is as defined in the* [*Delivering Community Services in Partnership Policy*](https://www.wa.gov.au/government/multi-step-guides/buying-community-services/getting-started-community-services-procurement/introducing-the-delivering-community-services-partnership-policy)*.)* | | | |
| Yes | No | | |
| If Yes, provide the Respondent’s Australian Charities and Not-for-profits Commission (ACNC) registration as well as one of the following:   * Details of the Respondent’s registration with the [Office of the Registrar of Indigenous Corporations](https://www.oric.gov.au/) (ORIC) or the [Australian Securities & Investments Commission](https://asic.gov.au/) (ASIC) or the [Department of Energy, Mines, Industry Regulation and Safety](https://www.dmirs.wa.gov.au/) (DEMIRS); or * An extract of the relevant provisions of the Respondent’s constitution or governing documents. | | | |

**(viii) Gender Equality in Procurement – WA Public Sector Pilot**

|  |  |  |
| --- | --- | --- |
| The Western Australian Government is committed to advancing gender equality in Western Australia as demonstrated by the launch of [Stronger Together: WA’s Plan for Gender Equality](https://www.wa.gov.au/government/publications/stronger-together-was-plan-gender-equality). Further information on how to advance gender equality in your business/organisation is available [here](http://www.communities.wa.gov.au/genderequalityinprocurement). | | |
| **(A) Complete this section if your** **business/organisation employs 100 or more people** | | |
| 1. Does your business comply with the [Workplace Gender Equality Agency](https://www.wgea.gov.au/what-we-do/reporting#tendering-for-government-contracts) reporting requirements? | | |
| Yes | No | |
| 1. A letter of compliance with the *Workplace Gender Equality Act* 2012 (Cth) is attached | | |
| Yes | No | |
| **(B) Complete this section if your business/organisation employs fewer than 100 people** | | |
| Does your business have any of the following policies/strategies in place to support workplace gender equality? | | |
| Audit of salaries / pay rates to identify any gender gaps | | Yes  No |
| Flexible work arrangements for all staff – e.g. flexi-hours, part-time, work from home | | Yes  No |
| Work practices to facilitate family or caring responsibilities e.g. meetings only held during school hours, designated parents’ room | | Yes  No |
| Paid parental leave for either parent when their child is born or adopted | | Yes  No |
| Program to prevent and respond to discrimination in the workplace | | Yes  No |
| Support for victims of sexual or gendered abuse and harassment in the workplace | | Yes  No |
| Consequences for perpetrators of sexual or gendered abuse and harassment in the workplace | | Yes  No |
| Paid family and domestic violence leave | | Yes  No |
| Counselling / support for staff who experience family and domestic violence | | Yes  No |

# 5. Qualitative Requirements

The Customer will, in its value for money assessment, consider the extent to which the Offer satisfies the following Qualitative Requirements. The Customer reserves the right to reject any Offer that does not properly address and satisfy any of the Qualitative Requirements. The Customer will not consider references to information on websites when evaluating an Offer.

The Qualitative Requirements are not weighted equally. Refer to the % weighting (xx% weighting) for each Requirement listed below.

1. Suitability of Proposed Goods (50% Weighting)

The Respondent must:

1. Demonstrate how the proposed Goods are suitable and fit for purpose, in accordance with the description set out in Schedule 2 - Specification / Statement of Requirements, including but not limited to:

(A) A description of the proposed bore casing, including nominal bore diameters, tubing specifications, and relevant grouting pressures, as well as collapse ratings of different casing product grades for the nominated diameters and depths up to 1,000 meters;

(B) Details of exact product length, make-up length and specify tolerances for any variation to the casing lengths;

(C) Confirmation that the proposed bore casing is manufactured by a 4TPI Epoxy Resin system or a suitable equivalent;

(D) A description of the proposed fittings and why they are suitable for the nominated bore casing; and

(E) A description of the proposed miscellaneous accessories, and why they are suitable for the nominated bore casing;

1. Demonstrate how the proposed bore casing meets the Minimum Construction Requirements for Water Bores in Australia (4th edition) for GRE; and
2. Provide the technical specifications, brochures and any relevant information that describes the features of the specified Goods.

Respondent to Complete:

Respondent to demonstrate suitability of proposed Goods.

1. Suitability of Proposed Services (20% weighting)

The Respondent must:

(i) Demonstrate the proposed storage Services meet the description set out in Schedule 2 - Specification / Statement of Requirements;

(ii) Demonstrate understanding of the Request requirements, as set out in Schedule 2 - Specification / Statement of Requirements, in a description of its proposed methodology to meet the requirements. Details of the methodology should include:

1. The scope of storage Services, including all components, including the grading and identification of various casing types;
2. Details of the storage and inventory management of non-bore Goods;
3. A description of any critical issues and how they will be addressed;
4. A description of the quality control mechanisms to be used in; and

(iii) Provide an estimated timeframe for the lead delivery times from the date of an Order, including any key milestones.

Respondent to Complete:

Respondent to demonstrate suitability of proposed Services.

1. Organisational Capacity and Demonstrated Experience (20% weighting)

(i) The Respondent must demonstrate it has the organisational capacity to perform the Contract in a short overview of:

(A) The company, its resources and applicable management systems;

(B) Any relevant accreditations or certifications, such as ISO 9001 Quality management systems;

(C) Its major clients; and

(D) An approximate number of similar contracts per year.

Respondent to Complete:

Respondent to provide the organisational capacity information required under this clause.

(ii) The Respondent must provide details of a minimum of two (2) similar contracts for other clients that are relevant to the Request requirements, including:

(A) A detailed description of the goods and services provided;

(B) Similarities between the previous contract and this Request;

(C) When the previous contract was performed; and

(D) The outcome of the previous contract.

(iii) The Respondent must also provide referees in respect of the contracts detailed. Referee details should include the:

(A) Referee’s name and position;

(B) Company name;

(C) Contact email address; and

(D) Contract or project title.

Respondent to Complete:

Respondent to provide the demonstrated experience information required under this clause.

1. Participation Plan (10% Weighting)

This criterion is a requirement of the Western Australian Industry Participation Strategy (WAIPS). Information on the [WAIPS](https://www.wa.gov.au/organisation/department-of-jobs-tourism-science-and-innovation/western-australian-industry-participation-strategy) can be found at [WA.gov.au](https://www.wa.gov.au/organisation/department-of-jobs-tourism-science-and-innovation/western-australian-industry-participation-strategy).

The Participation Plan type required for this Request is a **Core** Participation Plan for goods and services.

Respondents must download the [WAIPS Participation Plan template](https://www.wa.gov.au/government/publications/waips-participation-plan-template) from [WA.gov.au](https://www.wa.gov.au/government/publications/waips-participation-plan-template) and are to complete the plan in line with the requirements for a **Core** Participation Plan. The completed Participation Plan must be submitted with the Respondent’s Offer, as a separate attachment.

The Respondent should refer to the [How to complete a WAIPS participation plan](https://www.wa.gov.au/government/publications/how-complete-waips-participation-plan) guide when completing the Participation Plan. Additional assistance may also be sought from the [Industry Link Advisory Service](https://www.wa.gov.au/organisation/department-of-jobs-tourism-science-and-innovation/support-businesses), Department of Jobs, Tourism, Science and Innovation no later than five (5) business days before the Request Closing Date.

In its value for money assessment, the Customer will consider the extent to which Section B of the Participation Plan meets the Participation Objectives.

The Customer reserves the right to reject any Offer that does not contain a Participation Plan which properly addresses the matters outlined in the WAIPS Participation Plan template.

**Respondent to Complete:**

A **Core** Participation Plan has been completed and attached to our Offer.

Yes  No

If successful, your response to the Participation Plan will be forwarded to the Industry Link Advisory Service (ILAS), Department of Jobs, Tourism, Science and Innovation.

# Customer Contract Insurance Requirements

The Respondent must demonstrate that it has the insurances required under Schedule 1 - Customer Contract Details.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Respondent to Complete**  Does the Respondent have the insurance requirements set out in Schedule 1 - Customer Contract Details?  (Yes / No)  If **Yes**, the Respondent ***must include*** copies of its certificates of currency for the required insurance policies ***and*** complete the following table: | | | | | | |
|  | **Insurer** | **ABN** | **Policy No** | **Insured Amount** | **Expiry Date** | **Exclusions, if any** |
| Public and Products Liability Insurance |  |  |  |  |  |  |
| Workers’ Compensation Insurance including cover for:  (a) common law liability cover for an amount of not less than $50 million; and  (b) principal’s indemnity extension cover for claims and liability under section 175(2) of the *Workers’ Compensation and Injury Management Act 1981*. |  |  |  |  |  |  |
| Motor Vehicle Third Party Liability Insurance |  |  |  |  |  |  |
| Goods in Transit insurance |  |  |  |  |  |  |
| Goods in Storage insurance |  |  |  |  |  |  |
| **or**  If no, does the Respondent confirm that prior to being awarded a contract, they will obtain the insurance policies set out in Schedule 1 - Customer Contract Details before the Commencement Date?  (Yes / No)  If no, the reasons why. | | | | | | |

Schedule 3 – Pricing

The Customer will, in its value for money assessment, consider the extent to which the Offer satisfies the following Offered Price and Pricing Requirements. The Customer reserves the right to reject any Offer that does not properly address and satisfy any of the Offered Price and Pricing Requirements.

1. Offered Price and Price Schedule

(i) The Respondent must include in the Offer this completed Schedule 3 - Pricing.

(ii) The Respondent must state the basis of its Offered Price in Australian Dollars.

(iii) The Offered Price will be deemed to include the cost of complying with this Request (including the Customer Contract Details and any Addenda available, if any) and the General Conditions and the cost of complying with all matters and things necessary or relevant for the due and proper performance of the Customer Contract. Any charge not stated as being additional to the Offered Price will not be payable by the Customer.

(iv) If the Offered Price is consideration for a taxable supply under the GST Act, the Offered Price will be deemed to be inclusive of all GST applicable to the taxable supply at the rate in force for the time being.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Respondent to Complete the following table – Prices include GST** | | | | | | |
| **Bore Casing** | | | | | | |
| **Item No.** | **Casings Description** | **Price Per Unit** | **Quantity Per Bundle** | **Price Per Bundle** | **Bundle Quantity Per Container** | **Price Per Container** |
|  | 6m x 100mm NB rated to ~450m |  |  |  |  |  |
|  | 6m x 125mm NB rated to ~950m |  |  |  |  |  |
|  | 6m x 150mm NB rated to ~1,700m |  |  |  |  |  |
|  | 9m x 100mm NB rated to ~450m |  |  |  |  |  |
|  | 9m x 125mm NB rated to ~450m |  |  |  |  |  |
|  | 9m x 125mm NB rated to ~950m |  |  |  |  |  |
|  | 9m x 150mm NB rated to ~1,700m |  |  |  |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Volume Discounts and Minimum Order Quantities** | | | | |
| **Item No.** | **Description** | | **Minimum Order** | **Volume Discount** |
|  | Casings - 6m x 100mm NB rated to ~450m | |  |  |
|  | Casings - 6m x 125mm NB rated to ~950m | |  |  |
|  | Casings - 6m x 150mm NB rated to ~1,700m | |  |  |
|  | Casings - 9m x 100mm NB rated to ~450m | |  |  |
|  | Casings – 9m x 125mm NB rated to ~450m | |  |  |
|  | Casings - 9m x 125mm NB rated to ~950m | |  |  |
|  | Casings - 9m x 150mm NB rated to ~1,700m | |  |  |
|  | Other – please specify | |  |  |
| **Fittings - Stainless Steel Crossovers Grade 316 – Suitably Rated** | | | | |
| **Item No.** | **Fittings Description** | **Price Per Unit** | **Minimum Order** | **Volume Discount** |
|  | Bottom adapter - 100mm NB box x 300mm with weld prep |  |  |  |
|  | 100mm NB pin x 100mm NB Table “D” Flange x 450mm |  |  |  |
|  | Bottom adapter - 125mm NB box x 350mm with weld prep |  |  |  |
|  | 125mm NB pin to 125mm NB Table “D” Flange x 450mm. |  |  |  |
|  | Bottom adapter - 150mm NB box x 350mm with weld prep |  |  |  |
|  | 150mm NB pin to 150mm NB Table “D” Flange x 450mm. |  |  |  |
| **Other Costs (The Respondent will identify individual components and their costs.)** | | | | |
| **Item No.** | **Description** | **Price Per Unit** | **Minimum Order** | **Volume Discount** |
|  | Thread Lubricant |  |  |  |
|  | O-Rings to suit 100mm Fittings |  |  |  |
|  | O-Rings to suit 125mm Fittings |  |  |  |
|  | O-Rings to suit 150mm Fittings |  |  |  |
|  | Unpack / Repack per Casings Bundle (6m lengths) |  |  |  |
|  | Unpack / Repack per Casings Bundle (9m lengths) |  |  |  |
|  | Sea Container 40ft (12m) |  |  |  |
|  | Sea Container 20ft (6m) |  |  |  |

Note: All fees and charges must be fully declared in your response. Any fees and charges that are not clearly identified in your response will not be accepted when approving payments for engagements under this contract.

1. Imported Content

The WA Buy Local Policy 2022 provides for State Agencies to apply a 20% price impost, for evaluation purposes only, to the portion of an Offer that comprises goods, services or items that the Respondent is proposing to import into Australia directly from another country, excluding New Zealand. The cost of the goods, services or items that have been directly sourced from overseas is referred to as “imported content”.

The imported content is calculated in dollar terms and is defined as the estimated duty paid cost of the portion of the Offer sourced from overseas.

The imported content impost can be applied regardless of the location of the contract delivery point. Goods, services or items of foreign origin that have been, or will be, purchased through a supplier based in Australia or New Zealand will not be considered ‘imported’ for the purposes of the price impost.

|  |  |  |
| --- | --- | --- |
| **Respondent to Complete:**  The Respondent must complete the imported content questionnaire below.  The Respondent must declare the cost of any portion of their Offer that is comprised of goods, service or items that have been directly sourced from another country, excluding New Zealand.  If the Respondent believes there is no imported content in its Offer, the Respondent must enter “Nil” or “Not Applicable” in the questionnaire.  Please list details of any goods, service or items included in the Offer that have been directly imported from another country, excluding New Zealand. | | |
| **Item Descriptions** | **Country of Origin** | **Cost $** |
|  |  |  |
|  |  |  |
| Total Cost of Imported Content | | **$** |