Request

Request Title:

Supply of a Large Volume High Speed Centrifuge

Request Number:

CC17-2024-25

Closing Time:

2:30 PM 9 June 2025, Western Australia

Issued by the Customer:

Chief Executive Officer, ChemCentre

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Part A – Request No CC17-2024-25

# Introduction

## Background

ChemCentre (the Customer) requires the supply, delivery, installation, and commissioning of one (1) Large Volume High Speed Centrifuge to increase its capacity and capability in environmental, mining and agricultural analysis. The required Product must meet the requirements outlined below and allow the clarification of soil and rock suspensions in varying extraction solutions at low liquid to solid ratios. The equipment is intended for routine sample processing purposes*.*

## Submission of Offer

### Hand and Post Lodgement

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

### Electronic Lodgement

The Respondent may submit their Offer electronically by uploading file(s) in an approved format (**TWA Approved File Format**) at [www.tenders.wa.gov.au](https://www.tenders.wa.gov.au/).

If uploading Offer file(s) 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.

Notwithstanding paragraph (f) above, if the Respondent uploads Offer file(s) 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 Contract Authority or Customer may exclude the content of that file(s) from their consideration of the Respondent’s Offer at their discretion.

The Tenders WA Terms of Use can be viewed at [www.tenders.wa.gov.au](https://www.tenders.wa.gov.au/watenders/terms-and-conditions.vm). 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.

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

## Offer Validity Period

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

## Tenders WA

The Respondent may register (free) for the Tenders WA website to ensure that the complete Tender has been downloaded including any and all addenda.

## 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 Routine Enquiries:**

Name: Lina Barbato

Title: Director Business and Corporate Services

Telephone: 08 9422 9803

E-mail: [LBarbato@chemcentre.wa.gov.au](mailto:LBarbato@chemcentre.wa.gov.au)

**Technical / Customer Enquiries:**

Name: Michael Hall

Title: Chemist and Research Officer - Environmental Chemistry

Telephone: +61 8 9422 9915

E-mail: [mhall@chemcentre.wa.gov.au](file:///\\ccwa\corp\SSD\Inorganic\Equipment\2024-2025\Superspeed%20centrifuge\mhall@chemcentre.wa.gov.au)

**Advice on Delivering Offers:**

Name: Tendering Services

Telephone: (08) 6551 2345

Advice on Using Tenders WA:

Name: Procurement Systems Support

Telephone: (08) 6551 2020

## Request Conditions

The “Request Conditions” are contained in the Part A of the*Request Conditions and General Conditions of Contract* [December 2024] located at [www.wa.gov.au/government/publications/request-conditions-and-general-conditions-of-contract-december-2024](https://www.wa.gov.au/government/publications/request-conditions-and-general-conditions-of-contract-december-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.

# Selection Process

## 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 Contract Authority or 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 Section 3 in Part B;
3. assess Offers against the Compliance and Disclosure Requirements in Section 4 in Part B;
4. assess Offers against the Qualitative Requirements in Section 5 in Part B;
5. assess Offers against the Insurance Requirements in Section 6 in Part B; 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 Contract Authority or Customer considers relevant.

## Western Australian Procurement Rules and Government Policies

The following apply to this Request:

1. The Western Australian Procurement Rules, as applicable

The [Western Australian Procurement Rules](https://www.wa.gov.au/government/publications/western-australian-procurement-rules) can be viewed at and downloaded from wa.gov.au.

1. The WA Buy Local Policy 2022

The [WA Buy Local Policy 2022](https://www.wa.gov.au/government/publications/western-australian-buy-local-policy-2022) can be viewed at and downloaded from wa.gov.au.

## 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 Contract Authority or 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** | **Supply, Delivery, Installation, Commissioning and Training of a Large Volume High Speed Centrifuge**  **The Term will commence on the Commencement Date and will expire when the Goods have been supplied in accordance with Clause 7 of the General Conditions (supply) and** the Services have been supplied in accordance with **Clause 6 of the General Conditions.**  **Warranty**  The Warranty Term will commence on the date of acceptance by the Customer following successful commissioning, testing and certification of the Goods. The Warranty Term will be for a minimum period of twelve (12) months. |
| 1. **Commencement Date** | Phase One: The Customer will notify the Contractor of the Commencement Date in the Letter.  Phase Two: The date warranty provisions expire. |
| 1. Extensions | **Optional Extended Warranty**  The Customer has four options to extend the Warranty Term following the expiry of the initial 12-month warranty period identified in Clause 2 above, each option having a one-year duration.  **Optional Post Warranty Support and Maintenance**  The Customer has four options to extend the Term following the expiry of the initial 12-month warranty period identified in Clause 2 above, each option having a one-year duration. |
| 1. Notice of Extension | Clause 3.4 of the General Conditions applies. |
| 1. Price Variation | The Price is fixed for the Term. |
| 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 any one period of insurance for public liability; and 3. limited in the annual aggregate to [$20 million] for products liability for all occurrences in any one period of insurance.   The monetary values in this Item are specified by reference to each twelve-month period of insurance during which the Contractor is required to maintain insurance under the Customer Contract. If the Contractor holds insurance which specifies a period of insurance other than annual cover, the policy must provide coverage that is at least equivalent to or greater than the level of cover specified in this Item.  The Contractor’s public and products liability insurance cover must include cover for the indemnification of the Customer as principal to the extent of its liability arising out of the Goods and/or Services. |
| 1. **Workers’ Compensation** | Workers’ compensation insurance in accordance with the provisions of the *Workers’ Compensation and Injury Management Act 2023* (WA) (the **WCIM Act**).  The insurance policy must include:   1. common law liability cover for an amount of not less than **$50 million** for any one event in respect of workers of the Contractor; and 2. principal’s indemnity cover (by policy extension or otherwise), covering any claims or liability that may arise under the principal’s indemnity described in section 217 of the WCIM Act. |
| 1. **Contract Management Requirements** | **Customer’s Representative:**  Name: Michael Hall  Title: Chemist and Research Officer  Telephone: 08 9422 9915  E-mail: [mhall@chemcentre.wa.gov.au](mailto:mhall@chemcentre.wa.gov.au)  **Customer’s Address:**  ChemCentre Building 500  Curtin University (near South Entrance on Manning Road)  Bentley WA 6102  **Reporting**  The Contractor will be required to provide the following reports to the Customer’s Representative:   * Acceptance Testing and Commissioning: The Contractor must supply evidence, to the satisfaction of the Customer, of completion of commissioning testing upon its completion (refer Schedule 2 – Acceptance Testing). Evidence must include a description of the testing undertaken, the target acceptance criteria and the actual values achieved for each test. * Service Reports: The Contractor must supply post-service reports, to the satisfaction of the Customer, within 10 working days of the work having been performed, demonstrating that the Goods are in safe, working order upon completion of all maintenance services   **Key Performance Indicators**   |  |  |  | | --- | --- | --- | | **KPI** | **Measurement** | **Target** | | Quality of the **Large Volume High Speed Centrifuge** (Goods) | Unit meets specification requirements in schedule 2 | Successful manufacture and supply of the Product in line with the Request requirements and to the Customer’s satisfaction.  The Contractor conducts compliance testing of the integrated software and provides evidence of the Goods running to the manufacturer’s specifications to the Customer. | | Service Response | Time from the Customer placing a call to the Contractor and the response time with technical assistance | Respond within 24 hours from the time the Customer lodges a service request and if required be on site within 48 hours to complete works. | | Training | Timely delivery of training | The Contractor completes training to the Customer’s staff within one-month of commissioning the Goods, or within a timeframe that suits the Customer. | |
| 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** | Under Clause 18.4 of the General Conditions the contractor will need to provide a Police clearance for any contractor personnel in advance of any work performed at the Customer’s address. |
| 1. **Confidential Declaration – Prevention of Paedophilia** | Clause 18.5 of the General Conditions does not apply. |
| 1. **Warranties** | The Contractor must give, or ensure the Customer has the benefit of, the following warranties:   1. Minimum one (1) year manufacturer warranty on all products and parts. 2. One year on-site warranty including free new for old replacement of all defective parts or components and a preventative maintenance (PM) service at the end of each year; 3. One year free on-site labour to effect rectification of defects within  48 hours of a service call; 4. Correction of all latent defects throughout the Term of the Customer Contract; 5. The Contractor warrants that all Goods furnished under the Contract shall be free from deficiencies in design, performance, materials and workmanship; and 6. The Contractor shall meet all costs incidental to the discharge of its warranty obligations, including any packing, freighting, disassembly and reassembly costs.   Software updates for features and options included in the purchase shall be provided (at no extra charge) as they are released in Australia during the warranty period.  If the warranty specified exceeds the Term of the Customer Contract, the warranty survives the expiry or termination of the Customer Contract. |
| 1. **Intellectual Property Owner** | The Contractor is the owner of the Intellectual Property Rights in New Material for the purposes of clause 23.2 of the General Conditions. |
| 1. **Working Papers** | Clause 23.1 (e) 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** | For the purposes of clause 32 of the General Conditions, no obligations relating to Government procurement policies are specified. |
| 1. **Customer’s WHS Procedures** | 1. The Customer will provide the Contractor with the relevant WHS Procedures (safety induction, Job safety analysis form and risk assessment) to identify and safety risks and discuss and implement mitigation strategies in consultation with the contractor prior to the commencement of work. 2. The Contractor must adhere to the WHS Procedures in the provision of the Goods and/or Services. 3. The Contractor must ensure the Contractor Personnel engaged in performing work under the Customer Contract comply with WHS Procedures, including without limitation completing required training and/or attending the Customer's safety induction and participating in the risk identification and mitigation process at a time and place to be specified by the Customer prior to commencing work. |
| 1. **WHS Incident** | If a safety incident occurs at the Customer managed site, the Contractor must:   1. report the incident promptly to the Customer 2. promptly investigate any WHS Incident, unless directed otherwise by the Customer; 3. allow the Customer to conduct its own investigation into the WHS Incident, and co-operate & participate with the Customer’s investigation on request by the Customer; and 4. promptly provide the Customer with all relevant information and documents, in relation to the WHS Incident including:    1. details of any notification made in accordance with clause 19.10 of the General Conditions;    2. a copy of any notice issued by an WorkSafe WA or other work health and safety authority requiring the Contractor to provide information or documents;    3. a copy of any information or document provided by the Contractor to WorkSafe WA or other work health and safety authority;    4. details of any enforcement action taken against the Contractor, including legal proceedings commenced against the Contractor; and    5. a copy of any investigation report prepared by or at the instruction of the Contractor. |

Schedule 2 - Specification / Statement of Requirements

# Statement of Requirements

ChemCentre (the Customer) requires the supply, delivery, installation, and commissioning of one (1) Large Volume High Speed Centrifuge to increase its capacity and capability in environmental, mining and agricultural analysis. The required Product must meet the requirements outlined below and allow the clarification of soil and rock suspensions in varying extraction solutions (acid, alkaline, oxidative) at low liquid to solid ratios. The equipment is intended for routine sample processing purposes.

Respondents should note:

* Respondents may nominate multiple products (equipment and software) that meet the stated requirements. Full technical details and pricing information must be advised for each option offered;
* the Customer reserves the right to request a demonstration of a working unit of some or all proposed Products as part of the evaluation. Respondents should provide details of an appropriate facility in their offer;
* the Customer reserves the right to request a demonstration of a working unit of some or all proposed Products, with its own samples, as part of the evaluation; and
* the Customer reserves the right to award the entire contract to a single Respondent or more than one Respondent, to achieve the best value for money, based on the evaluation process.

# Specification

The Product(s) supplied to the Customer must, at a minimum, have the following capability and functions:

* The product must be able to spin at least six (6) 250 mL vessels capable of withstanding 21,000 g.
* The product must be able to spin at least six (6) 500 mL vessels capable of withstanding 21,000 g.
* The product must be able to operate on single phase mains power not exceeding 32A.
* Total weight capacity should meet or exceed 4 kg.
* Polypropylene vessels must be available.
* Noise output must be under 75 decibels.

**DESIRABLE:**

* Quick rotor release/insertion.
* Automatic rotor identification.
* Ability to save multiple methods.
* Able to spin 250 mL/500 mL vessels above 30,000 g.

## Delivery and Installation

2.1.1 Delivery

(a) The Contractor is to supply and deliver the Goods free into store (FIS) to:

ChemCentre

Building 500, Curtin University Campus

Corner Manning Road & Conlon Street, Bentley WA 6102

(b) The Contractor is required to deliver and install the Goods to the above delivery address within eight (8) weeks of the date of the Order.

2.1.2 Installation

(a) The Contractor must commission the Goods and conduct all compliance testing and calibration of the Goods to ensure that the Goods function properly and in accordance with the manufacturer’s specifications.

(b) The Contractor must conduct compliance testing to ensure that the Goods will function properly and in accordance with the manufacturer’s specifications.

2.1.3 Acceptance Testing

The Contractor shall provide equipment required for testing the Goods for the period of installation and acceptance testing.

Acceptance testing shall be carried out at the Customer’s premises to meet both the Contractor’s and Customer’s acceptance testing requirements and in conjunction with the Customer’s Representatives who have specialised knowledge in the particular field.

The Contractor and the Customer’s Representative shall both sign acceptance on completion of the tests and the Customer’s Representative shall retain the original testing documents. Refer to Appendix A – Acceptance Testing.

2.1.4 Software

The instrument should include any software required to run the instrument.

Any updates and patches to the vendor supplied software should be automatically applied throughout the expected life of the equipment by the Contractor.

## Training and Product Documentation

* + 1. Training

1. The Contractor shall provide complete user training to the Customer’s nominated Personnel within one (1) month of installation and commissioning of the instrument. Training will be onsite at the Customer’s premises.
2. The Contractor must ensure that experienced and knowledgeable Contractor Personnel provide the required training.
3. The Respondent shall advise the duration of the required training; and
4. In the event that any new software significantly changes the operation or servicing of the Goods, supplementary in-service training must be provided to the Customer as needed, at no further cost.
   * 1. Product Documentation
5. The Contractor must supply one (1) original copy of the full operating instructions and/or manual for the Goods upon delivery.
6. The full operating instructions must include all instructions necessary for the routine maintenance and service, and safe and effective use of the Goods.

## Warranty

* + 1. Warranty Requirements

1. Warranty must include all parts and labour for a minimum period of 12 months.
   * 1. Extended Warranty Requirements (Optional)
2. The Customer would like the options to purchase extended warranty for periods of 1 (inclusive of parts and labour), which shall be costed accordingly in Schedule 3 – Pricing.

## Support and Maintenance Services (Optional)

1. The Customer is seeking pricing and details for optional support and maintenance services that includes scheduled (preventative) and unscheduled (breakdown) services, all parts and all labour costs necessary that will keep the system performing to the manufacturer's specification.
2. Technical assistance must be available at least by telephone between the hours of 8am to 5pm Western Australia Time. The Customer must receive a response from a service staff within twenty-four hours of a logged service call.
3. While the Customer is seeking optional post-warranty and/or a service and maintenance agreement, this Request is primarily for instrumentation. The Customer recognises that some small hardware parts are regarded as consumables. These may need to be replaced more frequently e.g. six-monthly, and may not be covered under the service contracts, as they are not broken.
4. The Respondent should confirm in Schedule 3 – Pricing, whether such consumable items are covered during the warranty or post-warranty periods or would attract a cost. As these products are required for the complete and proper functioning of equipment, it is the Customer's preference that such items are included in the cost of the Goods.
5. In the event of repair or service outside the annual scheduled preventative maintenance event, a fully qualified service engineer must respond on-site to perform emergency service or repair to the instrumentation within one normal business week.
6. Travel and labour costs for repairs to return the instrumentation to normal working order must be included in the service agreement regardless of whether these repairs occur in normal business hours or outside normal business hours and regardless of the travel requirements of the qualified service engineer.
7. Any travel and labour costs outside of the warranty period must be provided to the Customer in advance and approved by the Customer Representative prior to any product servicing delivered.

Part B – Content Requirement and Respondent’s Offer

*Part B should be completed by the respondent and returned to the Contract Authority or 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 Contract Authority or Customer has no knowledge of the Respondent, its activities, experience or any previous work undertaken by the Respondent for the Contract Authority, 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.

# 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**.

# Pre-Qualification Requirements

There are no pre-qualification requirements for this Request.

# Compliance and Disclosure Requirements

The Contract Authority or Customer will, in its value for money assessment, consider the extent to which the Offer satisfies the following Compliance and Disclosure Requirements. The Contract Authority or 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:   1. the clause it will not comply with; 2. the 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. the 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:   * + 1. the General Condition / Schedules it will not comply with;     2. the 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. the reason for non-compliance.   **Respondent to Complete:**  Does the Respondent agree to the General Conditions/Schedules? | |
| Yes | No |
| If no, provide details: | |

1. **Statement of Business Ethics**

|  |  |
| --- | --- |
| The Respondent must confirm whether it will comply with ChemCentre’s Statement of Business Ethics located on the ChemCentre website at [Statement of Business Ethics for Contractors and Suppliers (chemcentre.wa.gov.au)](https://www.chemcentre.wa.gov.au/documents/statement-of-business-ethics-(1))  **Respondent to Complete:**  Does the Respondent agree to ChemCentre’s Statement of Business Ethics? | |
| Yes | No |
| If No, the reasons why: | |

**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 Australian Disability Enterprise (ADE) – registered means to be listed as an approved ADE on the Australian Disability Enterprises website at: [*http://buyability.org.au/directory/*](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 at: [*http://www.abdwa.com.au/*](http://www.abdwa.com.au/) and/or on Supply Nation’s Indigenous Business Direct at [*http://supplynation.org.au/*](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. | | | |

**(v) Work Health and Safety**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| The Respondent must disclose whether the Respondent has received any prohibition notice(s), accepted any enforceable undertaking(s) or been the subject of any prosecution(s) commenced by WorkSafe WA under the *Occupational Safety and Health Act 1984* (WA) or the *Work Health and Safety Act 2020* (WA), or any associated regulations, or any equivalent action under a corresponding work health and safety law in another Australian jurisdiction, in the last 2 years | | | | |
| Yes | | No | | |
| If Yes, provide details of the notice, enforceable undertaking and/or prosecution and include a summary of actions taken by the Respondent in response thereto: | | | | |
| Yes | | No | | N/A |
| If no, the reasons why: | | | | |

**(ix) Gender Equality in Procurement**

|  |  |
| --- | --- |
| The Western Australian Government is committed to advancing gender equality in Western Australia as demonstrated by [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).  For further information about this disclosure clause, refer to the [Gender Equality in Procurement Guideline](https://www.wa.gov.au/government/publications/gender-equality-procurement). | |
| **Complete this disclosure requirement if your business/organisation employs 100 or more people or select “Not Applicable” below.**  ☐ Not applicable – business/organisation employs less than 100 people. | |
| The *Workplace Gender Equality Act* *2012* (Cth) requires both non-public sector and Commonwealth public sector employers with 100 or more employees to submit a report annually to the Workplace Gender Equality Agency. Non-public sector employers can find further information about reporting requirements at [Preparing to report | WGEA](https://www.wgea.gov.au/reporting-guide/ge/steps-report).   1. Does the Respondent’s business comply with the Workplace Gender Equality Agency gender equality reporting requirements?   *(WGEA reporting requirements are available at* [*Reporting Guide | WGEA*](https://www.wgea.gov.au/reporting-guide#tendering-for-government-contracts)*.)* | |
| Yes | No |
| 1. Has the Respondent attached a letter of compliance with the *Workplace Gender Equality Act 2012* (Cth)?   *(Information about how to obtain a letter of compliance from WGEA is available from* [*Eligibility & compliance | WGEA*](https://www.wgea.gov.au/reporting-guide/ge/eligibility-compliance#_3-tendering-for-government-contracts)*.)* | |
| Yes | No |
| If you have answered No to (A) and/or (B) above, please provide reasons or explanation for doing so: | |

# Qualitative Requirements

The Contract Authority or Customer will, in its value for money assessment, consider the extent to which the Offer satisfies the following Qualitative Requirements. The Contract Authority or Customer reserves the right to reject any Offer that does not properly address and satisfy any of the Qualitative Requirements. The Contract Authority or 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 and Services (70**% Weighting)**

(i) The Respondent must demonstrate how the proposed Goods and Services are suitable and fit-for-purpose, in accordance with the description set out in Schedule 2 - Specification / Statement of Requirements/Additional Requirements; and

(ii) Demonstrate an appreciation and understanding of the requirements of the Request and provide an outline of its proposed methodology and approach to:

(A). Delivery;

(B). Installation; and

(C). Training

The Respondent must provide details in relation to:

(i) The delivery timeframe for the proposed Products;

(ii) Availability of training and the nature of the proposed training; and

(iii) Estimated number of hours required to complete training.

Respondent to Complete:

Respondent to demonstrate suitability of proposed Goods.

The Respondent must also provide a minimum of [2] referee reports of past performance in respect of similar contracts as detailed above, particularly any such contracts undertaken within the forensic jurisdictions. Supplier Referee Report” form is available from the WA Government’s website (https://www.wa.gov.au/government/publications/supplier-referee-report-contractor-performance) and must be attached to this Appendix.

Referee details must include:

(a) The referee’s name and position;

(b) Company name;

(c) The contact telephone number; and

(d) The contract or project title.

1. Warranty, Service and Maintenance (30% Weighting)

The Respondent must provide details in relation to:

(iv) The warranty and extended warranty provisions, including inclusions and exclusions, and response times for warranty repairs;

(v) The availability of spare parts for the Goods in Western Australia;

(vi) The frequency of servicing requirements for the Goods;

(vii) Annual preventative maintenance details must be included indicating the work to be carried out and the availability of spare parts and service engineers for the proposed Products in Western Australia;

(viii) The Respondents ability to respond to service calls within 24 hours;and

(ix) The arrangements for post-warranty/service and maintenance and repairs of the Goods, including response times.

1. **RESPONDENT TO COMPLETE:**
2. Respondent to provide the warranty, service and maintenance information requested under this clause.

# 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 complete the following table: | | | | | | |
|  | **Insurer** | **ABN** | **Policy No** | **Insured Amount** | **Expiry Date** | **Exclusions, if any** |
| **Public and Products Liability Insurance** including indemnification of the Customer as principal to the extent of liability arising out of the Goods and/or Services. |  |  |  |  |  |  |
| **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 217 of the *Workers’ Compensation and Injury Management Act 2023*. |  |  |  |  |  |  |
| **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.

1. 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

|  |  |
| --- | --- |
| **Description** | **Price (incl. GST)** |
| Supply, delivery and installation of a Large Volume High Speed Centrifuge  ***(Please specify the cost of individual components, as applicable)*** | $ |
| Training | $ |
| Other Costs *(if applicable)* | $ |
| **Total Price (incl. GST)** |  |

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

**EXTENDED WARRANTY (OPTIONAL)**

|  |  |
| --- | --- |
| **Description** | **Price (incl. GST)** |
| Extended Warranty – Year 2 | $ |
| Extended Warranty – Year 3 | $ |
| Extended Warranty – Year 4 | $ |
| Extended Warranty – Year 5 | $ |

**POST-WARRANTY SERVICE AND MAINTENANCE (OPTIONAL)**

|  |  |
| --- | --- |
| **Description** | **Price (incl. GST)** |
| Optional Post-Warranty Service and Maintenance – Year 2 | $ |
| Optional Post-Warranty Service and Maintenance – Year 3 | $ |
| Optional Post-Warranty Service and Maintenance – Year 4 | $ |
| Optional Post-Warranty Service and Maintenance – Year 5 | $ |

* + 1. Settlement Discount

The Respondent must state whether it is prepared to offer a discount if payment of the Price or that part of the Price specified in the invoice is made within:

(i) seven (7) days;

(ii) fourteen (14) days; or

(iii) twenty-one (21) days,

of the date of the invoice.

Respondent To Complete**:**

A discount of:

….% is offered if payment of the Price or that part of the Price specified in an invoice is made within seven (7) days of the date of the invoice;

….% is offered if payment of the Price or that part of the Price specified in an invoice is made within fourteen (14) days of the date of the invoice;

….% is offered if payment of the Price or that part of the Price specified in an invoice is made within twenty-one (21) days of the date of the invoice;

* + 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:**  All Respondents are required to complete the imported content questionnaire.  Respondents are required to declare the cost of any portion of their Offer that comprises goods, service or items that have been directly sourced from another country, excluding New Zealand.  Respondents that believe there is no imported content in their Offer must enter “Nil” or “Not Applicable” on the questionnaire.  Please list details of any goods, service or items included in your Offer that have been directly imported from another country, excluding New Zealand. | | |
| **Goods/Service/Items Description** | **Country of Origin** | **Cost $** |
|  |  |  |
|  |  |  |
| Total Cost of Imported Content | | **$** |

Appendix A - Acceptance Testing

1.1 Commissioning

1. Commissioning must be organised and managed so as to commission the operation of individual items of equipment, sub-systems, systems and the overall installation including the interfaces with other services/systems provided by others; and
2. The Contractor must provide all necessary resources and test equipment required to complete the project on time.

1.2 Acceptance Test Details

In addition to clause 15 of the General Conditions the following conditions are applicable:

1. testing must be organised and managed so as to test and verify the operation of individual items of equipment, sub-systems, systems and the overall installation including the interfaces with other services/systems provided by others.
2. all systems must also be fully tested on site upon their installation.
3. witness testing must not commence until the Contractor has completed all testing, rectified all faults and can demonstrate a fully working system, including all modes of control systems. The Customer will nominate a witness and inform the Contractor of the witnesses contact details. The Contractor will contact the nominated witness to coordinate witness testing.
4. the Contractor must submit for approval, by the Customer, Test Plans and a Test Schedule at least two (2) weeks before testing is due to start. This schedule must include previous test results sheets to be used to record all tests.
5. testing must be carried out in accordance with the requirements of this specification and to the satisfaction of the Customer.
6. when required, the Contractor must provide the necessary test equipment, instruments and appliances and demonstrate to the Customer that the system performance parameters have been met. Where the satisfactory performance of systems is not based on measurements, the operation of such systems in full must be demonstrated to the satisfaction of the Customer.
7. test instruments proposed for use during performance testing must be checked and calibrated for accuracy by the manufacturer or any approved testing laboratory.
8. all items of equipment must be tested prior to commissioning for correct installation and function. The results of all testing must be included in the final testing documentation.
9. once testing has been completed to the absolute satisfaction of the Customer, a Certificate of Acceptance Form shall be completed by the Customer and handed over to the Contractor.
10. The equipment supplied to this specification shall be inspected by a representative of the Customer at which it is to be installed. If the goods supplied do not comply with the specification or are inadequately packed, whether the inspection occurs before or after delivery to the location set out in this tender, the goods may be rejected wholly or at the discretion of that Customer.

1.3 Certificate of Acceptance Form

Issued by the Customer’s representative to the Contractor

Name of Customer’s representative

The following items (Service and/or

Good) have been accepted

Conditions attached to the

Certificate of Acceptance

Execution – Signed for and on behalf of the

Customer’s representative

Name (print)

Position

Signature and date / /

Contractor’s representative

Name (print)

Position

Signature and date / /