



MCS

**Mac Contracting Services
123 Mathers Lane
GEN TOWN**

**Telephone: (03) 5012 3456
Fax: (03) 5012 34567
Email: mac@email.com.au**

Example tender submission

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Company Information

Company details

Name of Company: Mac Contracting Services
Director: Mitchell Mac
History: Write a brief history on your company

ABN: XX XXX XXX XXX

ACN: XX XXX XXX XXX

Address: 123 Mathers Lane
GEN TOWN
VIC
Australia
1234

Phone: (03) XXXX XXXX

Fax: (03) XXXX XXXX

Email: XXXXX@bigpond.com

Date of Incorporation: 22 October 2000

Bank Details: Gen Bank
BSB : XXX-XXX
Acc No: XXX XXX XXX

Awards:

The Australian Business Award

- ◆ 2008 - Environmental Sustainability
- ◆ 2010 - Recommended Employer
- ◆ 2010 - Service Excellence

The Australian Charity Award

- ◆ 2012—Outstanding Achievement

Employee Details

Name:

Title/Position:

Qualifications:

Licenses:

Name:

Title/Position:

Qualifications:

Licenses:

Name:

Title/Position:

Qualifications:

Licenses:

EXAMPLE

Work history

Refers to Schedule 3 in tender documents

The following is a compiled list of works undertaken by Macs Contracting as the principal contractor or a sub contractor.

- ◆ Construction of

Works commenced:

Works completed:

Reference:

Contact Name:

Company:

Telephone:

Mobile:

- ◆ Supply and Delivery of

Works commenced:

Works completed:

Reference:

Contact Name:

Company:

Telephone:

Mobile:

- ◆ Gravel Re-sheeting & Road Reconstruction

Works commenced:

Works completed:

Reference:

Contact Name:

Company:

Telephone:

Mobile:

Photos of work history

(optional)



**Supply and delivery of one
garbage truck**



Concreting of major footpaths



**Gravel Re-sheeting & Road
Reconstruction of roads**

Social and economic benefits

Council's preference is to buy local to support their community. But this is not always necessarily the only criteria when choosing a supplier. Social and economic benefit to the municipality does not essentially mean a local supplier, an outside supplier can also contribute to the local municipality. The overall choice of a supplier is based on best value.

Council ensures that due consideration is made in purchasing decisions of how suppliers contribute to the social wellbeing of the local community.

Suppliers can contribute to the local community in such ways:

- ◆ Volunteering
- ◆ In-kind support
- ◆ Sponsorships
- ◆ Contributions
- ◆ Use of subcontractors from the Swan Hill municipality
- ◆ Using accommodation, buying products within the municipality when completing works in Swan Hill

EXAMPLE

Subcontractors

Tenders can list the name of subcontractors they use for projects. Subcontracts will be part of the evaluation process.

Electrical

- ◆ Tommy Electrical
3 Wood Way
GEN TOWN VIC 1234

(03) 5555 5555

Plumbing

- ◆ Matt's Plumbing
4 Charles Street
GEN TOWN VIC 1234

(03) 5555 5555

Joinery

- ◆ Tim's Joinery
23 March Court
GEN TOWN VIC 1234

Insurance Details

Provide copies of current certificates such as Public Liability and Work Cover

Policies and Procedures

Provide relevant polices and procedures for tendered works

Plant and Equipment Information

Refers to Schedule 3.
Insert relevant documents relating to the project

Tender Information

This will be the tender documents you downloaded from the
Swan Hill Rural City Council website



SWAN HILL RURAL CITY COUNCIL

EXAMPLE

12 345 67

TENDER DOCUMENTS - WORKS

PREAMBLE

Introduction

The accompanying documents contain the Tender Conditions, General Conditions of Contract, Occupational Health and Safety Guidelines and Specification necessary for you to consider and price the project. <Council will state here whether there is any additional documents included in the tender>

The Project/Contract description

<Contract Outline>

Contract period

<relevant contract type and period with options as necessary will be inserted here by Council>

Additional documents eg:

- Drawings
- Reports
- Diagrams

The documents

The documents making up the tender the documents are:

- These introductory notes
- Tender Conditions
- General Conditions of Contract
- Occupational Health and Safety Guidelines
- Specification
- Drawings

The Contract

<contract description i.e. Fixed lump sum on Schedule of Rates>

Addenda to Tender Documents

The Superintendent may amend the Tender Documents at any time before the Tender Closing Date, and issue such information as Addenda.

The Tenderer may request in writing clarification of the Tender Documents from the Superintendent's Representative at any time until four business days before the Tender Closing Date.

Any responses to queries will be issued to all Tenderers.

Enquiries concerning this request for tender should be made to:

Contracts Administrator
45 Splatt Street
(PO Box 488)
SWAN HILL VIC 3585
Telephone: (03) 5036 2364
Email: tenders@swanhill.vic.gov.au
Tenderlink: <https://www.tenderlink.com/swanhill>

If you have any questions regarding current or past projects please contact Contract administrator or email tenders@swanhill.vic.gov.au

The tender documents are available on the internet at the site nominated in the tender advertisement. Any potential tenderer downloading the tender documents from the internet must be registered with Tenderlink. Any addenda to the tender documents (revisions, clarifications and the like) will be forwarded to the return address shown on the Tenderlink registration.

Tenders may be lodged:

by electronic mail into the electronic tender box at

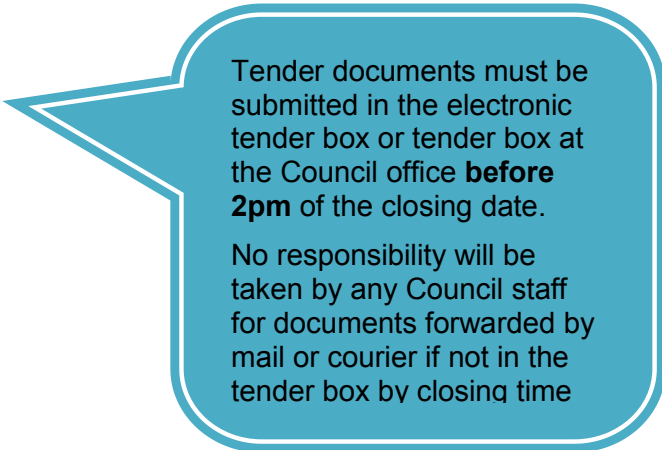
www.tenderlink.com/swanhill/ (“**Electronic Tender Box**”);

NOTE: Email, Facsimile & Verbal Quotations will NOT be accepted

No responsibility will be taken for documents forwarded by mail or courier that are not in the tender box by closing time.

Closing Date

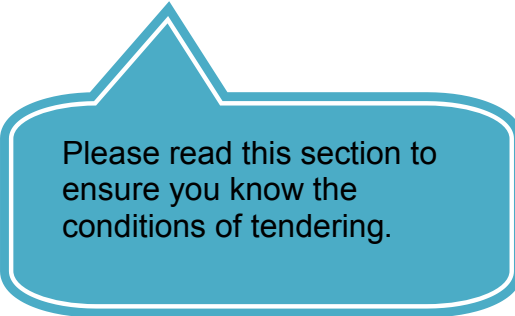
2pm Thursday,



Tender documents must be submitted in the electronic tender box or tender box at the Council office **before 2pm** of the closing date.

No responsibility will be taken by any Council staff for documents forwarded by mail or courier if not in the tender box by closing time

TENDER CONDITIONS



Please read this section to ensure you know the conditions of tendering.

SECTION 1

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1 INTRODUCTION

1.1 Interpretation

Terms defined in the General Conditions of Contract annexed to these Tender Conditions have the same meaning in these Tender Conditions, unless inconsistent with the context.

1.2 Definitions

In these Tender Conditions, the following terms have the meanings indicated, unless inconsistent with the context:

"**Best Value Principles**" means the Best Value Principles described in section 208B of the *Local Government Act 1989*;

"**Closing Time for Tenders**" has the meaning ascribed to it by clause 3.3;

"**Conforming Tender**" means a tender which is not a Non-Conforming Tender;

"**the Guidelines**" has the meaning ascribed to it by clause 6.4;

"**Non-Conforming Tender**" means a tender which:

- (a) does not comply with any requirement specified in these Tender Conditions; or
- (b) contains any qualification, condition or other indication that the tenderer is not willing to perform the Contract in strict accordance with the Contract Documents;

"**Schedule**" means a schedule to these Tender Conditions; and

"**the Tender Box**" has the meaning ascribed to it by clause 3.2.

2 NATURE OF CONTRACT

2.1 Services To Be Performed

The Services are described in general terms in Schedule 1. Tenderers should, however, ensure that they read the Contract Documents fully to ascertain the Services to be performed and the terms on which the Services are to be performed, as the Contract will be evidenced solely by the Contract Documents.

The Successful Contractor will be appointed under the terms and conditions generally included in AS 4000-1997 General Conditions of Contract with such modifications as may be required to accommodate the specific requirements of the contract.

2.2 Security Deposit

In accordance with Council policy a contract security deposit equal to 5% of the contract value or \$3,500 whichever is the greater is to be lodged for retention for the period of the contract.

Security deposits shall reduce 50% unless other wise stated upon issue of the certificate of practical completion.

2.3 Public Liability Insurance

The respondent shall take out public liability insurance for a minimum of \$10,000,000. The respondent must maintain this insurance until all works specified in the brief have been completed.

A certificate of currency is to be provided for verification prior to the commencement of works.

2.4 Location of Services

The Services are to be performed at the location stated in Schedule 1.

2.5 Tenderer to Make Enquiries

Tenderers are advised and expected to ascertain for themselves the actual extent and nature of the Services, as the Council will not entertain any claim arising from a failure to do so.

Council expects each tenderer to make its own enquiries, seek its own advice and form its own opinion as to the application of the *Workplace Relations Act* 1996 to the tender, and in particular as to whether the Contract may give rise to a transmission of business.

2.6 Contact Staff

All enquires regarding the tender process or the Contract must be directed to the member or members of the Council's staff specified in Schedule 1.

3 TENDERS

Contracts administrator
(03) 5036 2364 or email
tenders@swanhill.vic.gov.au

3.1 Form of Tenders

These Tender Conditions with Schedules 2, 3, 4, 5 and 6 completed will constitute a tender.

3.2 Place to Lodge Tenders

Tenders are to be lodged **only** in the **tender box**, at the place stated in Schedule 1 ("the Tender Box").

3.3 Time for Lodging Tenders

Tenders will be received in the Tender Box **only** until the time and date stated in Schedule 1 ("Closing Time for Tenders").

3.4 Number of Copies

The number of copies of the tender stated in Schedule 1 must be lodged in the Tender Box.

3.5 Late Tenders

The Council will not consider late tenders.

3.6 Council not Bound to Accept Tender

The Council is not bound to accept the lowest or any tender.

3.7 Non-Conforming Tenders

The Council reserves the right to accept or reject any Non-Conforming Tender.

3.8 Withdrawal of Tenders

Tenders may not be withdrawn within 60 days after Closing Time for Tenders without the consent of the Council.

3.9 Tenders from Council Staff

Staff of the Council may submit a tender for the Contract.

3.10 No Collateral Contract

The submission of a tender by a tenderer will not give rise to any contract governing, or in any way concerning, the tender process, or any aspect of the tender process, for the Contract. The Council expressly disclaims any intention to enter into any such contract.

4 INFORMATION

4.1 Questionnaire

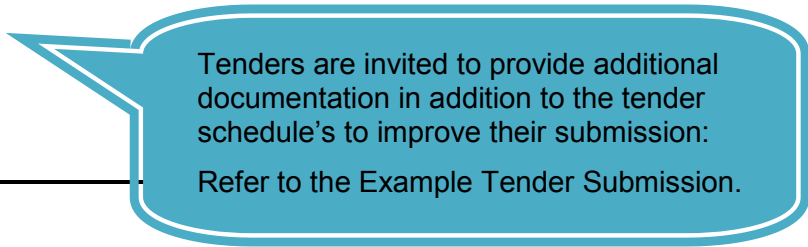
Tenderers must:

- 4.1.1 complete the questionnaire contained in Schedule 3 and submit it as part of their tenders; and
- 4.1.2 supply any information or documents specified at the conclusion of the questionnaire.

While the information and documents will be used in the evaluation of tenders, they will not form part of the Contract.

4.2 Additional Documentation and Information

Tenderers are required to submit the documents or information specified in Schedule 1 as part of their tenders. On acceptance by the Council, the documents or information will form part of the Contract.



Tenders are invited to provide additional documentation in addition to the tender schedule's to improve their submission:

Refer to the Example Tender Submission.

5 FINANCIAL VIABILITY

It will be necessary for Council to assure itself as to the financial viability of the prospective tenderer. Council may wish to conduct an investigation into the financial viability of the respondent. The respondents must demonstrate a financially sound and stable business environment and the capacity to meet the financial obligations and sustain the required services over the period of the proposed agreement.

6 EVALUATION OF TENDERS

6.1 Evaluation Criteria

The tender evaluation panel will evaluate tenders in accordance with evaluation criteria listed (in order of importance) in Schedule 1.

The Council will award the tender by applying the Best Value Principles. In applying the Best Value Principles, the Council will have regard to the report prepared by the tender evaluation panel and any other factors which it considers relevant.

6.2 Post-Tender Submissions

The Council may require a tenderer to submit additional information concerning its tender or to personally discuss its tender before any tender is accepted.

Should a tenderer fail to -

- 6.2.1 submit the additional information so required by; or
- 6.2.2 attend personally to discuss its tender at -

the date and time stipulated by the Council, its tender may not be further considered.

6.3 Rectification of Errors and Omissions

The Council reserves the right to:

- 6.3.1 check tenders for errors and omissions;
- 6.3.2 by agreement with a tenderer, amend a tender price or rate submitted by a tenderer to remedy the effect of any errors or omissions in the calculation of the tender price or rate; and
- 6.3.3 by agreement with a tenderer, otherwise amend the tender of the tenderer to remedy the effect of any errors or omissions.

6.4 Competitive Neutrality

The competitive neutrality requirements of the *Competition Principles Agreement* between and among the Commonwealth, State and Territory Governments impose obligations on the Council in relation to the evaluation of tenders submitted by members of its staff. The Council will comply with these obligations and the *Competitive Neutrality Policy Victoria 2000*.

7 ACCEPTANCE OF TENDER

7.1 Acceptance of Tender

The successful tenderer will be notified in writing of the acceptance of its tender. The notification of the acceptance of tender will create a contract between the parties on the basis of the successful tenderer's tender and the Contract Documents. The successful tenderer must execute and return to the Council a formal agreement in the form of the Contract Documents, as amended by the insertion of any details which tenderers are required to include in tenders (including any documents or information provided to the Council for the purposes of clause 4.2) within seven (7) days of its receipt from the Council.

8 PROBITY OF TENDER PROCESS

8.1 Statutory Declaration

A statutory declaration in the form of Schedule 6 must be made by a person authorised to make such a declaration on behalf of the tenderer and submitted with its tender.

8.2 Canvassing

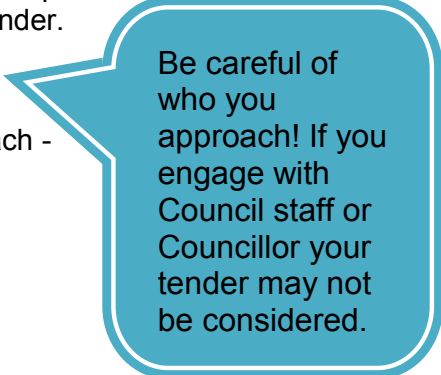
Tenderers must not approach, or request any other person to approach -

- 8.2.1 any member of the Council's staff; or
- 8.2.2 councillor of the Council;

individually:

- 8.2.3 to solicit support for their tenders; or
- 8.2.4 otherwise seek to influence the outcome of the tender process.

The tender of any tenderer which engages in conduct prohibited under clause 8.2 may not be considered by the Council.



Be careful of who you approach! If you engage with Council staff or Councillor your tender may not be considered.

9 CODE OF TENDERING

9.1 Code of Tendering

Council has adopted the general principles of the Victorian Local Government Code of Tendering, a copy of which is available upon request.

The following section will contain generally **6** schedules. It is essential that these schedules are completed to ensure that your tender is compliant. The information you provide will be given to the evaluation panel to evaluate.

*Even if you have provided the information to Council previously, you will need to resubmit your company's information.

SCHEDULE 1

The Services to be provided under the Contract are (clause 2.1):

(Description of Service)

The location at which the Services are to be provided under the Contract is (clause 2.4):

(Location of works/services)

The member or members of the Council's staff is or are (clause 2.6):

(Contact Name)

The location of the Tender Box is (clause 3.2):

Tenders may be lodged:

a) by electronic mail into the electronic tender box at

www.tenderlink.com/swanhill/ (“**Electronic Tender Box**”);

or

b) in the tender box (in person, or by courier or mail) at:

Hard copy tenders must be submitted in a sealed envelope endorsed “Confidential Tender 16 3614 01” and

Either placed in the Tender Box at: OR

Municipal Offices
45 Splatt Street
Swan Hill
VICTORIA, 3585

Forwarded by Mail to:

Chief Executive Officer
Swan Hill Rural City Council
Tender Box
PO Box 488
Swan Hill Vic 3585

NOTE: Facsimile, Electronic & Verbal Tenders will NOT be accepted.

No responsibility will be taken for documents forwarded by mail or courier and not in the tender box by closing time.

The time and date by which tenders must be lodged are (clause 3.3):

2pm, Thursday

The number of copies of the tender to be lodged in the Tender Box is (clause 3.4):

One bound and one unbound copy

The documents and information to be supplied by the tenderer are (clause 4.2):

As specified in the documentation

The evaluation criteria are (clause 6.1):

Price (0%)

Compliance with Specification (0%)

Social & Economic Benefit to the Swan Hill Municipality (0%)

Track Record (0%)

Availability of Appropriate Skills & Resources (0%)

The evaluation criteria will be stipulated in the tender document. The Evaluation percentages are not fixed they are changed in each tender.

SCHEDULE 2 TENDER

The party/parties (delete whichever is not applicable) specified below hereby tender to undertake the Contract in consideration of the making of the following payments:

[Council will need to insert tables or other provision for the insertion of tender prices or rates. If it wishes the prices or rates to be exclusive of any Goods & Services Tax payable, the following should also appear here:

"The payments quoted are exclusive of any Goods & Services Tax ("GST") which is payable. If the tenderer is successful and GST is payable because of the performance of the Services, the payments will be those quoted or otherwise agreed plus GST"]

A table of prices or rates will be inserted here with detailed items to be quoted on.
All prices submitted are to be exclusive of GST.

Name and address of tenderer:

The tenderer warrants that it has not submitted the tender as agent for a third party or as trustee of a trust.

DATED _____ 20 _____

SCHEDULE 2 CONT'D...

1. If the tenderer is a company and is required to execute documents under seal, it must execute this tender under seal:

THE COMMON SEAL of _____)
was hereunto affixed in accordance with its)
Articles of Association in the presence of:)

_____ Director

_____ Secretary

Please sign one of the below fields on pages 8-10. This will assist the contracts administrator when developing a contract for the successful tenderer.

2. If the Tenderer is a company and is not required to execute documents under seal, it must execute this tender in the following way:

EXCECUTED by _____)
_____)
by being signed by those persons who are)
authorised to sign for the company)

_____ Director

_____ Full Name

_____ Usual Address

_____ Director (or Secretary)

_____ Full Name

_____ Usual Address

SCHEDULE 2 CONT'D...

3. If the tenderer is a body corporate other than a company, the appropriate sealing clause should be inserted:

4. Tenderer is an individual:

SIGNED SEALED AND DELIVERED)

by _____)

in the presence of:)

Witness

SCHEDULE 2 CONT'D...

5. Tenderer is a partnership (add extra execution clauses as necessary):

SIGNED SEALED AND DELIVERED)
by _____) _____
in the presence of:)

Witness

SIGNED SEALED AND DELIVERED)
by _____) _____
in the presence of:)

Witness

SCHEDULE 3 DETAILS OF TENDERER

Tenderers are required to demonstrate their capacity to deliver the Services by supplying the following information.

This information and other data will be used to assist in the evaluation of tenders submitted.

If necessary, an interview will be arranged between the Tenderer and Council representatives to clarify details submitted.

Details provided by the Tenderer shall be treated as confidential.

Tenderers Name: _____

Registered Address: _____

Postal Address: _____

Telephone: _____

Facsimile Number: _____

Contact Person: _____

Position in Organisation/Company
of Person Preparing and Submitting
Tender on Behalf of Tendering Organisation: _____

1. BUSINESS IDENTIFICATION

Type of Organisation (tick one box to indicate type of organisation)

- Individual
- Partnership
- Limited Liability Company
- Other

Ensure that you fill out all the schedules as this will be given to the evaluation panel and will form part of the contract for the successful tenderer.

If a partnership (give full names and addresses of all Partners):

If a Company:

Registered Name of Company _____

Trading Name of a Company _____

Australian Company Number _____

Address of Registered Office _____

Date Incorporated _____

SCHEDULE 3 CONT'D...

Details of Directors:
(Include full names, addresses, positions)

List Major Shareholders:
(i.e. shareholders holding 10% or more of issued shares)

2. ORGANISATIONAL DETAILS

Provide a brief description of the names and qualifications of the principal/s, partners or directors (as the case may be) directly relative to this contract:

Detail the Proposed Staff for the contract:

Name	Title/Position

SCHEDULE 3 CONT'D...

3. BUSINESS HISTORY

How many years has the organisation operated as a Contractor under:

Its present business name: _____

A former business name: _____

State former name/s: _____

How many years experience has the tenderer had in the type of work it would be required to perform under this Contract:

4. ASSOCIATED BUSINESS

List of other types of business in which the tenderer has a financial interest:

5. PLANT AND EQUIPMENT

Details concerning all plant and equipment intended to be used under this Contract shall be provided as part of the tender.

The plant description as a minimum shall outline the make, model, age, capacity, general condition, and approximate kilometres travelled since new for each item (where applicable).

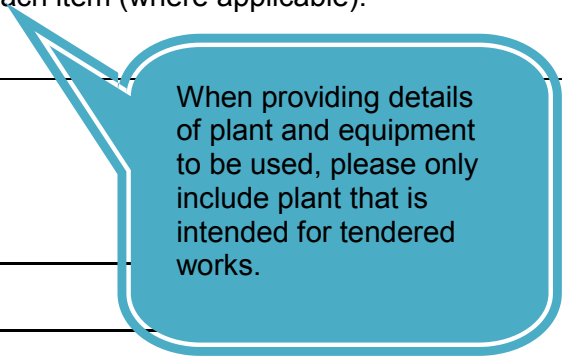
6. FINANCIAL CAPABILITIES

Banker:

(Name, address and phone no.)

Accountant:

(Name, address and phone no.)



When providing details of plant and equipment to be used, please only include plant that is intended for tendered works.

SCHEDULE 3 CONT'D...

Will you authorise your banker and/or accountant to supply in confidence to the Council, details of the firms financial position relative to this project if required?

YES NO

If YES, the following information may be requested to determine the tenderer's financial ability to undertake this contract:

- References from banks or other financial institutions.
- Profit and loss statements for the last 3 years.

7. FINANCIAL INFORMATION

Has your organisation or any prior organisation managed and/or controlled, in the last five years been declared bankrupt, insolvent, entered into receivership, management agreement, scheme or composition pursuant to the Bankruptcy Act or Corporations Law?

YES NO

If YES, give details:

Has the organisation or any organisation similarly managed/or controlled ever failed in the past five years to complete a contract, had a contract partially or fully taken over or had a contract varied to delete substantial work to overcome poor performance under the contract?

YES NO

If YES, give details:

SCHEDULE 3 CONT'D...

8. PREVIOUS EXPERIENCE

A statement should be submitted detailing previous experience of the firm in the type of work to be covered by the Contract.

Details of current and past contracts should be set out hereunder.

Current Contracts:

Client	Description Of Work	Contract Value	Client Contact Person And Phone Number

Previous Contracts:

Client	Description Of Work	Contract Value	Client Contact Person And Phone Number

SCHEDULE 3 CONT'D...

9. SUBCONTRACTORS

Tenderers should list the names of any subcontractors proposed to be used and details of the work proposed to be undertaken by each subcontractor.

Please list all subcontractors you will be engaging if successful. This will form part of the evaluation process with the panel evaluating subcontractors also.

NOTE: All Subcontractors must also complete the pre-qualification registration through Council's contractor management system Rapid Global. All staff intending to be on-site must complete the online induction through Rapid Global at a cost of \$27.50 per person.

SCHEDULE 3 CONT'D...

10. OHS MANAGEMENT SYSTEMS

These questions are intended to assist Swan Hill Rural City Council to evaluate the Tenderer's capabilities in the management of OHS risks. Tenderers short list from the tender evaluation process will be required to verify responses given below by providing objective evidence in their OHS Systems and work practices.

		YES	NO
1 OHS Policy and Management			
1.1	Is there a written company health and safety policy? If yes provide a copy of policy. Comments:	<input type="checkbox"/>	<input type="checkbox"/>
1.2	Does the company have an OHS Management System certified by a recognised independent authority (eg: SafetyMAP, NSCA)? If Yes provide details	<input type="checkbox"/>	<input type="checkbox"/>
1.3	Is there a company OHS Management System manual or plan? If yes provide a copy of contents page(s). Comments:	<input type="checkbox"/>	<input type="checkbox"/>
1.4	Are health and safety responsibilities clearly identified for all levels of staff? If Yes provide details:	<input type="checkbox"/>	<input type="checkbox"/>
2 Safe Work Practices and Procedures			
2.1	Has the company prepared safe operating procedures or specific safety instructions relevant to its operations? If yes, provide a summary listing of procedures or instructions. Comments.	<input type="checkbox"/>	<input type="checkbox"/>
2.2	Does the company have any permit to work systems? If Yes, provide a summary listing or permits	<input type="checkbox"/>	<input type="checkbox"/>
2.3	Is there a documented incident investigation procedure? If Yes provide a copy of a standard incident report form.	<input type="checkbox"/>	<input type="checkbox"/>
2.4	Are there procedures for maintaining, inspecting and assessing the hazards of plant operated/owned by the company? If Yes, provide details	<input type="checkbox"/>	<input type="checkbox"/>
2.5	Are there procedures for storing and handling hazardous Substances? If Yes, provide details	<input type="checkbox"/>	<input type="checkbox"/>
2.6	Are there procedures for identifying, assessing and controlling risks Associated with manual handling? If Yes, provide details.	<input type="checkbox"/>	<input type="checkbox"/>

SCHEDULE 3 CONT'D...

		YES	NO
3	OHS Training		
3.1	Describe how health and safety training is conducted in your company. <i>(Provide a Training program & course outline of ONE training course as an example)</i>		
		
		
		
3.2	Is a record maintained of all training and induction programs Undertaken for employees in your company? <i>If Yes, provide examples of safety training records</i>	<input type="checkbox"/>	<input type="checkbox"/>
		
4	Health and Safety Workplace Inspection		
4.1	Are regular health and safety inspections at worksites undertaken? <i>If Yes, provide details:</i>	<input type="checkbox"/>	<input type="checkbox"/>
		
		
4.2	Are standard workplace inspection checklists used to conduct health and safety inspections? <i>If Yes, provide details or examples:</i>	<input type="checkbox"/>	<input type="checkbox"/>
		
4.3	Is there a procedure by which employees can report hazards at Workplaces? <i>(Please provide a copy of Workplace inspection/audit checklist)</i>	<input type="checkbox"/>	<input type="checkbox"/>
5	Health and Safety Consultation		
5.1	Is there a workplace health and safety committee?	<input type="checkbox"/>	<input type="checkbox"/>
5.2	Are employees involved in decision making over OHS matters? <i>If Yes, please provide details</i>	<input type="checkbox"/>	<input type="checkbox"/>
		
5.3	Are there employee elected health and safety representatives? <i>Comments</i>	<input type="checkbox"/>	<input type="checkbox"/>
		
6	OH&S Performance Monitoring		
6.1	Is there a system for recording and analysing health and safety Performance statistics? <i>If Yes provide details:</i>	<input type="checkbox"/>	<input type="checkbox"/>
		
6.2	Are employees regularly provided with information on company health and safety performance? <i>If Yes, provide details.</i>	<input type="checkbox"/>	<input type="checkbox"/>
		
6.3	Has the company ever been convicted of an occupational health and safety offence? <i>If Yes, provide details.</i>	<input type="checkbox"/>	<input type="checkbox"/>
		

SCHEDULE 3 CONT'D...

7 Company References			
7.1	Please provide the following information for the three (3) most recent contracts completed by the company:		
	Contract 1	Contract 2	Contract 3
Contract Description			
Client			
Contact			
Phone No			
Number of lost time injuries			
Number of person days on contract			
Total days lost due to injuries			

OHS Documentation

Attach the following documentation for preliminary evaluation:

Contents page only of OHS Manual	Refer Q 1.3
Summary list of procedures (general and specific)	Refer Q 2.1
Accident/Incident Report Form	Refer Q 2.3
Training program & course outline of ONE training course as an example.	Refer Q 3.1
Workplace inspection/audit checklist	Refer Q 4.3

10.1 Other information or documents to be supplied by the tenderer:

10.1.1 _____

10.1.2 _____

10.1.3 _____

Council may nominate specific information

Note: Contractors and sub contractors will need to be registered through our pre-qualification system before starting any Council work. All staff intending to be on-site must complete the online SHRCC induction course through Rapid Global at a cost of \$27.50 per person.

Refer to Councils website www.swanhill.vic.gov.au doing business with Council.

SCHEDULE 4 STATEMENT OF CONFORMANCE

The tenderer must signify whether its tender is a Conforming Tender or a Non-Conforming Tender by striking out below that which is not applicable.

This tender is a ****Conforming Tender/Non-Conforming Tender****.

Should the tender be a Non-Conforming Tender, the tenderer must list below all areas of non-conformance and the reasons for the non-conformance. The tenderer must also value each non-conformance so that, if the non-conformance is unacceptable to the Council, the tender prices or rates can be adjusted accordingly. If a non-conformance is not priced and is unacceptable to the Council, the tender may not be further considered.

Area of Non-Conformance and Reason	Value of Non-Conformance (\$)

NAME OF TENDERER: _____

SIGNATURE OF TENDERER: _____ DATE: _____

(or authorised representative)

SCHEDULE 5
RECEIPT OF ADDENDA

The tenderer is to list below addenda that it received prior to the Closing Time for Tenders from the Council. The tenderer acknowledges that its tender has been prepared having regard to these addenda.

Addenda No.	Brief Description (with page no., clause no. or schedule no.)	Date Received

NAME OF TENDERER: _____

SIGNATURE OF TENDERER: _____ DATE: _____

(or authorised representative)

SCHEDULE 6 STATUTORY DECLARATION

I, _____

of _____

in the said State of Victoria do solemnly and sincerely declare THAT:

1. (a) I am the Tenderer and make this declaration on my own behalf, or
(b) I hold the position of _____ and am duly
authorized by _____
(insert name of company, other body corporate, firm or individual)
("the Tenderer") to make this declaration on its behalf.

2. Neither the Tenderer nor any of its servants or agents had any knowledge of the tender price or proposed price of any other Tenderer prior to submitting its tender, nor any other person, company, firm or body corporate that proposed to submit a tender for the contract.

3. Neither the Tenderer nor any of its servants or agents disclosed the Tenderer tender price to any other Tenderer for the contract prior to the close of tenders for the contract, nor any other person, company firm of body corporate that proposed to submit a tender for the contract, nor any person or organisation connected or associated with any other Tenderer or prospective Tenderer.

4. Neither the Tenderer nor any of its servants or agents has disclosed any information to any other Tenderer who has submitted a tender for the contract, nor any other person, company, firm or body corporate proposing to submit a tender for the contract, nor for the purpose of assisting any other person, company, firm or body corporate in the preparation of a tender for the contract.

5. The Tenderer is genuinely competing for and intends to do the work set out in the tender documents.

6. Neither the Tenderer nor any of its servants or agents has entered into any contract, agreement, arrangement or understanding that Tenderers for the contract would include identical or similar conditions or qualifications in their tenders for the contract.

7. Neither the Tenderer nor any of its servants or agents has entered into any contract, agreement, arrangement or understanding other than as disclosed to the Corporation in the tender to pay moneys or provide any other benefit or financial advantage to any trade association in respect of this contract, apart from the normal amount (annual subscription, turnover or contract fee) imposed by that trade association.

8. Neither the Tenderer nor any of its servants or agents has entered into any contract, agreement, arrangement, or understanding for the purpose or one of the purposes being that the successful Tenderer for the contract will pay any money to, or provide any other benefit or other financial advantage to any other Tenderer who unsuccessfully tendered for the contract.

AND I make this solemn declaration conscientiously believing the same to be true and by virtue of the provision of an Act of the Parliament of Victoria rendering persons making a False Declaration punishable for wilful and corrupt perjury.

DECLARED at _____ in the _____)
State of Victoria this _____ day of _____)
2013 _____)

Please sign to declare all
information provided is true
and correct

Before me:

Signature: _____ Full Name: _____

Address: _____


Qualifications: _____

(Insert details of basis on which entitled to witness a Statutory Declaration under Section 107A(1) of the Evidence Act 1958)

SPECIFICATION

SECTION 3

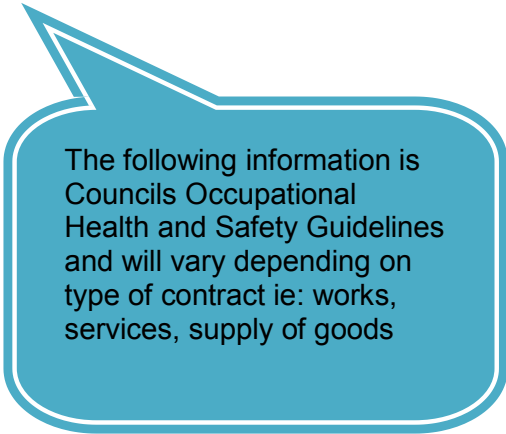
INSERT SPECIFICATION AS APPROPRIATE



The specification will contain detailed information of the works being tendered.

If you have any questions relating to the specification please email tenders@swanhill.vic.gov.au

OCCUPATIONAL HEALTH AND SAFETY GUIDELINES



The following information is Councils Occupational Health and Safety Guidelines and will vary depending on type of contract ie: works, services, supply of goods

SECTION 4

1 GENERAL OH&S REQUIREMENTS FOR ALL CONTRACTS

Council is obligated to provide and maintain, so far as is practicable, a working environment for its employees and members of the public, that is safe and without risk to health. This requirement applies equally to contractors undertaking works and services on behalf of Council.

The Contractor and any subcontractors that may be engaged by the Contractor to perform works under this Contract Agreement shall at all times identify and exercise all necessary precautions for the health and safety of all persons. This includes the employees of the Contractor, Council employees and members of the public who may be affected by the works.

The Contractor will inform itself of all Occupational Health and Safety (OH&S) policies, procedures or measures implemented or adopted by Council and/or the occupiers of any premises at or within which the Contractor will perform works under this Contract Agreement. The Contractor will comply with all such policies, procedures or measures; and in the event of any inconsistency, will comply with such procedures or measures so as they produce the highest level of health and safety.

The Contractor will comply with any and all directions by Council relating to OH&S.

1.1 Legislative Compliance

The Contractor must comply with and ensure that its employees, subcontractors and agents comply with all applicable Acts, regulations, local laws and by-laws, Codes of Practice, Australian Standards and Council's OH&S policies and procedures that are in any way applicable to this Contract Agreement or the performance of the works under this Contract Agreement.

1.2 Occupational Health and Safety Management Systems

As a minimum requirement, the OH&S Management System of the Contractor must demonstrate compliance with all duties of an employer specified in the Occupational Health and Safety Act 1985.

The Contractor must, when requested by Council, submit a complete copy of its OH&S Management System documentation that must include as a minimum requirement:

- 1.2.1 An OH&S policy and objectives.
- 1.2.2 The organisation structure and responsibilities.
- 1.2.3 Safe work practices and procedures.
- 1.2.4 OH&S training and induction records.
- 1.2.5 OH&S auditing and inspection procedures.
- 1.2.6 OH&S consultation procedures.
- 1.2.7 OH&S performance monitoring.
- 1.2.8 A plant and equipment register.
- 1.2.9 Emergency procedures.
- 1.2.10 Incident recording and investigation procedures.

1.3 Risk Assessment

The Contractor shall prepare and submit a Risk Assessment. The Risk Assessment form shall be used to record the risk assessment and risk control methods to be employed by the Contractor specific to the works to be performed under this Contract Agreement.

A typical Risk Assessment Form (Form E02) is attached for information.

The completed Risk Assessment shall be submitted to Council for review and approval prior to the Contractor performing any works under this Contract Agreement.

1.4 Incident Notification

If the Contractor is required by the Occupational Health and Safety (Incident Notification) Regulations 1997 or by any other regulations to give any notice of an accident occurring whilst performing works under this Contract Agreement, the Contractor must at the same time, or as soon thereafter as possible under the circumstances, give a copy of the notice to Council.

The Contractor must promptly notify the Council of any accident, injury, property or environmental damage that occurs whilst performing works under this Contract Agreement. All lost time incidents shall be immediately notified to Council. The Contractor must, and within 3 days of any such incident, provide a report giving complete details of the incident, including results of investigations into its cause, and any recommendations or strategies for prevention in the future.

1.5 Non Compliance

If, during the performance of works under this Contract Agreement, Council informs the Contractor that it is the opinion of Council that the Contractor is:

- 1.5.1 Not performing the works in compliance with the Contractor's Health and Safety Plan, health and safety management procedures, relevant legislation or health and safety procedures provided by Council; or
- 1.5.2 Performing the works in such a way as to endanger the health and safety of the Contractor's employees or Council's or its contractors' and subcontractors' employees, the public, plant, equipment or materials,

The Contractor shall promptly remedy that breach of health and safety.

Council may direct the Contractor to suspend the performance of works until such time as the Contractor satisfies Council that the works will be resumed in conformity with applicable health and safety provisions.

During any period of suspension referred to above, Council shall not be required to make any payments whatsoever to the Contractor.

If the Contractor fails to rectify any breach of health and safety for which the performance of works has been suspended, or if the Contractor's performance has involved recurring breaches of health and safety, the Council may, at its absolute discretion, terminate the Contract Agreement, without further obligation to the Contractor. In this event, Council's liability shall be limited to payment for the works performed and costs incurred by the Contractor up to the time of termination or an earlier suspension of works.

2 ADDITIONAL OH&S REQUIREMENTS FOR HIGH RISK CONTRACTS

2.1 Health and Safety Plan

Prior to the performance of works under this Contract Agreement, the Contractor must submit to Council a Health and Safety Plan specific to the Contract Agreement and the works to be performed.

The Health and Safety Plan shall consider and respond to the specific OH&S hazards and issues relevant to the works to be performed under the Contract Agreement and shall document the systems and methods to be implemented for the term of the Contract Agreement. Council shall review the Health and Safety Plan and formal approval to commence the performance of works under the Contract Agreement shall be provided, subject to acceptance of the Health and Safety Plan.

The Contractor shall complete the Health and Safety Plan in accordance with the requirements set out in the following clauses.

2.2 Contract Description

A brief description of the works to be performed under the Contract Agreement that is sufficiently detailed to provide persons unfamiliar with the Contract Agreement with an overview of the type of works to be performed, and under what conditions the works will be carried out.

The following information must be included:

- 2.2.1 Summary of major activities and types of works to be performed.
- 2.2.2 List of tasks or specialist procedures that may require detailed Health and Safety work procedures and training.
- 2.2.3 List areas of the contract requiring special consideration from a Health and Safety perspective, for example:
 - 2.2.3.1 Presence of public.
 - 2.2.3.2 Traffic management.
 - 2.2.3.3 Work restrictions (working times, confined spaces).
 - 2.2.3.4 Exposure to hazards (noise, dust, elevated heights).

2.3 Contract OH&S Structure and System

The Health and Safety Plan should be established around existing OH&S management systems and associated procedures and controls. Reference should be made to existing procedures and documentation in the Health and Safety Plan. This will also assist in minimising the size of the document.

The Contractor must outline the management structure, responsibilities, standards and control systems applicable to the Contract Agreement to ensure OH&S requirements are adequately addressed.

The following information must be included:

- 2.3.1 Health and Safety Policy, to be displayed at work sites.
- 2.3.2 An outline of the Contractor health and safety organisation and structure (ie names and/or positions of those with specific health and safety responsibilities).
- 2.3.3 Summary of OH&S roles and responsibilities of Contractor staff involved in the Contract Agreement.
- 2.3.4 Position and/or name of a senior person who will liaise with Council on Health and Safety matters.

2.4 Contract Induction and Safety Training

OH&S legislation requires all employers to ensure that their employees have the skills and training required to carry out their work in a safe manner. The Contractor shall document its safety-training program, ensuring that it has appropriately skilled employees, suitable training programs and adequate supervision for the performance of works under this Contract Agreement.

The following information must be provided:

- 2.4.1 An outline of induction procedures for employees and subcontractors including details of induction course content.
- 2.4.2 A register of personnel who have satisfactorily completed the induction.
- 2.4.3 Details of relevant employee Health and Safety training which has/will be provided.
- 2.4.4 A Register of names and/or positions of employees with authorisations, permits, competency certificates, licences etc who may be required to supervise or undertake specialist work activity.

2.5 Safe Work Practices and Procedures

Relevant safe work practices and procedures should, where appropriate, be developed for the Contract Agreement. Where possible, existing Health and Safety procedures should be used, however specific safe work procedures may need to be developed for particular hazards. These may be identified when undertaking the Risk Assessment.

The following information must be provided:

- 2.5.1 A list and copies of relevant safe work procedures or instructions.
- 2.5.2 A list and copies of contract specific safe work procedures or instructions.
- 2.5.3 Details of site operations that will be subject to permit to work systems.
- 2.5.4 Details of employees and/or subcontractors issued with copies of safe work procedures and instructions.
- 2.5.5 Safe work procedures and instructions should be recorded on Safe Work Procedure/Instruction Register.

2.6 Workplace Health and Safety Inspections

Health and safety inspections play an important role in the identification of hazards at the workplace and in the development of control measures. The Health and Safety Plan should outline the procedures and methods by which contract workplaces will be inspected on a regular basis.

The following information must be provided:

- 2.6.1 Details of how workplace health and safety inspections will be undertaken during the term of the Contract Agreement including:
 - 2.6.1.1 Checklists to be used.
 - 2.6.1.2 Frequency of inspections.
 - 2.6.1.3 Team members.
 - 2.6.1.4 Actioning of inspection findings.
- 2.6.2 Details of hazard reporting procedures for the Contract Agreement, including hazard report forms.
- 2.6.3 Details of specific activities or areas targeted for inspection, ie plant, hazardous materials, electrical safety.

2.7 Health and Safety Consultation

Consultation with employees allows health and safety issues to be dealt with in a manner that promotes ownership and prompt resolution.

The following information must be documented:

- 2.7.1 List of current employer and employee health and safety representatives.
- 2.7.2 Details of the membership and operation of the Safety Committee.
- 2.7.3 Reference to company issue resolution procedures.

2.8 Emergency Procedures

There is the potential for a range of emergency situations to occur both on-site and off-site in relation to the works to be performed under this Contract Agreement. These situations need to be identified and specific emergency procedures developed and made known.

The following information must be documented:

- 2.8.1 Overall emergency plan and structure for the Contract Agreement.
- 2.8.2 Register of emergency equipment and locations ie. First aid equipment, fire extinguishers.
- 2.8.3 Register of current qualified First Aiders.
- 2.8.4 Arrangements/co-ordination with other work site occupants in the event of an emergency.

2.9 Incident Recording and Investigation

All incidents associated with the Contract Agreement involving personal injury, medical treatment or property damage should be recorded and investigated.

The following must be documented:

- 2.9.1 Details of incident reporting and investigation system and procedures.
- 2.9.2 Details of how Class 1 and Class 2 incidents shall be notified to Council.
- 2.9.3 Details of how incident statistics are to be compiled and distributed.

2.10 Health and Safety Performance Monitoring

The following must be documented:

- 2.10.1 Details of how health and safety performance statistics associated with the Contract Agreement are reviewed.
- 2.10.2 Details of how monthly health and safety performance reports will be compiled for review by Council.
- 2.10.3 The nature of health and safety performance information presented to employees on a regular basis.
- 2.10.4 An outline of auditing program to evaluate Health and Safety Plan effectiveness.

2.11 OH&S Performance Reporting

The Contractor must provide Council with evidence of ongoing performance of the Contractor's OH&S management system. Without limiting the requirement of this obligation, the Contractor must provide the following information on a monthly basis in the form of an OH&S performance report:

- 2.11.1 The number of lost time injuries.
- 2.11.2 The number of working days lost due to injuries.
- 2.11.3 The current status of any injured personnel, damaged property or environmental damage or pollution.
- 2.11.4 The status of the implementation and outcomes of corrective actions undertaken as a result of OH&S inspections and risk assessments.
- 2.11.5 The status of OH&S management system audits undertaken.

The OH&S performance report must be submitted by the Contractor using the attached Monthly OH&S Performance Report Form (Form F06). The Contractor shall, when requested by Council, provide reports on OH&S inspections, audits or assessments undertaken during the course of the Contract Agreement.



Monthly OH&S Performance Report

(This form is to be used each month to record the OH&S performance of your Contractor)

F06

Date:

Report for the Month of:

Contract Number:

Contract Description:

Council's Contract Manager:

Contractor:

Performance Indicators

Indicator	Current Month	Monthly Average	Total
Number of lost time injuries.			
Working days lost due to injury.			
Number of hazard inspections conducted.			

Status of Injured Personnel and Property Damage

Name / Item	Injury / Damage	Date of Incident	Days Lost		Return to Work	
			This Month	Total	Forecast	Actual

OH&S Corrective Actions

Nature of Corrective Action	Risk Class	Status		Comments
		Open	Closed	

Outcomes of OH&S Audits / Inspections

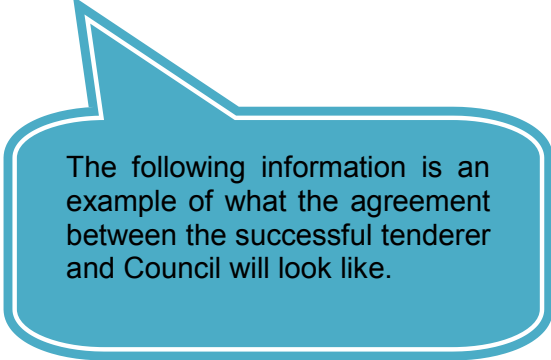
Comments / Outcomes:

Comments on OH&S Performance

Contract Manager:

Contractor's Representative:

FORM OF AGREEMENT



The following information is an example of what the agreement between the successful tenderer and Council will look like.

SECTION 5

THIS FORMAL INSTRUMENT OF AGREEMENT is made this day of

BETWEEN:

SWAN HILL RURAL CITY COUNCIL of 45 Splatt Street, Swan Hill, 3585 in the State of Victoria (hereinafter called "the **Principal**", which expression will extend to and include its successors in title and permitted assignees)

AND:

<**Successful Contractor Name and details**> (hereinafter called "the **Contractor**" which expression will extend to and include its successors in title and permitted assignees).

RECITALS:

- A. The Principal wishes to engage a contractor to construct the Works at the Site.
- B. The Contractor has represented to the Principal that it has the skills, experience and capacity to construct the Works.
- C. The Principal has agreed to engage the Contractor to construct the Works at the Site and the agreed terms and conditions for the contract to construct the Works are recorded in this Contract.

NOW IT IS HEREBY AGREED AS FOLLOWS:

- 1. Words and phrases which are defined in the Conditions of Contract (Attachment A) have the same meaning in this Formal Instrument of Agreement.
- 2. The Principal, in consideration of the Contractor undertaking the Contractor's obligations set out in this Contract hereby engages the Contractor to carry out the work under the Contract (including the Works) and agrees to pay to the Contractor the Contract Sum for the performance of the work under the Contract in accordance with this Contract.
- 3. The Contractor, in consideration of the Principal undertaking the Principal's obligations set out in this Contract, accepts the engagement referred to in Clause 2 and –
 - 3.1. undertakes that it will faithfully execute the Works and perform all of the Contractor's obligations in accordance with the terms of this Contract;
 - 3.2. undertakes that it will supply and provide or cause to be supplied and provided all plant, equipment, materials, labour and all things required for the performance of the Contractor's obligations under this Contract; and
 - 3.3. grants and/or gives the indemnities, releases and/or warranties set out in this Contract.
- 4. Each party hereto will perform, fulfill, observe, comply with and submit to each and every provision, condition, stipulation and requisition and all matters and things contained, expressed or shown in this Contract and by and/or on the part of the respective party to be performed, fulfilled, complied with, submitted to and observed.
- 5. This Contract is comprised of -
 - 5.1. this Formal Instrument of Agreement;
 - (a) Letter of Acceptance (Attachment 1);
 - (b) General Conditions of Contract (Attachment 2);
 - (c) Council's Specification (Attachment 3);
 - (d) Drawings (Attachment 4);
 - (e) Council's Occupational Health and Safety Guidelines (Attachment 5);
 - (f) The Contractor's Tender (Attachment 6);
 - (g) Supporting Information (Attachment 7);
 - (h) Addenda (if any);

6. The Attachments referred to in Clause 5 and the documents identified therein apply to and are to be read as if they were incorporated into and form part of this Contract in a like manner and to the same extent as if they had been written out in full in this Contract and this Contract, the Attachments and the documents identified therein are together taken to be the Contract Documents for the carrying out of the work under the Contract (the "Contract Documents").
7. Unless there is any stipulation to the contrary in any of the Contract Documents, the following order of precedence of the Contract Documents applies -
 - 7.1. this Formal Instrument of Agreement; and
 - 7.2. the documents listed in Clause 5 hereof, in the order in which those documents are listed.
8. This Contract will take effect according to its tender notwithstanding any prior agreement in conflict or at variance with it or any correspondence or other documents relating to the subject matter of this Contract which have passed between the parties hereto prior to the execution of this Contract.
9. This Contract embodies the entire agreement between the parties who will not be bound by or be liable for or in connection with any statement, representation, information provided, promise, inducement or understanding of any kind or nature whatsoever not set out in this Contract.
10. In order to remove any doubt, the parties hereto hereby release each other from any and all claims, demands, actions, suits, losses, damages and costs (including legal costs) in connection with any and all statements, representations, information provided, promises, inducements and/or understandings of any kind or nature whatsoever made and/or given prior to the date of this Contract which are not set out in this Contract.

<Delete which ever is not applicable>

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the date first herein mentioned.

THE COMMON SEAL)
SWAN HILL RURAL CITY COUNCIL)
was hereunto affixed in the presence of:)

.....Councillor

.....Councillor

.....Chief Executive officer

The contracts administrator will delete whichever is not applicable judging by what you signed earlier in the tender (schedule 2,pg8)

EXECUTED AS AN AGREEMENT

Signed under delegation on behalf of
SWAN HILL RURAL CITY COUNCIL by its
Chief Executive Officer, Name,
In the presence of:

.....

.....
Witness

SEALING CLAUSES FOR CONTRACTOR

2.12 If the Contractor is a Company

If the tenderer is a company, it must execute this Contract Agreement either under seal or pursuant to Section 127(1) of the Corporations Law by inserting the appropriate execution clause. There are five possibilities, namely:

- (a) With seal signed by director and secretary;
- (b) With seal signed by sole director and sole secretary;
- (c) Without seal executed by two directors;
- (d) Without seal executed by director and secretary; or
- (e) Without seal executed by one director if the company is a one-director company.

.....
Director

.....
Director

.....
Secretary

2.13 If the Contractor is an Individual

SIGNED SEALED AND DELIVERED

By:

In the presence of:

.....

Witness

}
}
}

2.14 If the Contractor is a Partnership

SIGNED SEALED AND DELIVERED

By:

In the presence of:

.....

Witness

}
}
}

SIGNED SEALED AND DELIVERED

By:

In the presence of:

.....

Witness

}
}
}

2.15 If the Contractor is a Body Corporate

If the Contractor is a body corporate other than a company, the appropriate sealing clause should be inserted.

.....
.....
.....
.....

2.16 If the Contractor is a Council

In accordance with the draft guidelines for “Implementing Competitive Neutral Pricing Principles in Local Government” issued by the Office of Local Government in September 1997, I certify that the tender for this Contract has been priced in accordance with National Competition Policy.

.....

Chief Executive Officer

.....