



Cleaning Services Tender

TENDER No. T02/ 2013

SECTION A:	CONDITIONS OF TENDERING
SECTION B:	SPECIFICATIONS
SECTION C:	TENDER RETURN SCHEDULE
SECTION D:	WHS CONTRACTOR MANAGEMENT
	TENDER DOCUMENT

Enquiries on the contents of this document should be directed to:

Lyndon Prior,
Deputy Chief Executive,
District Council of Robe
Royal Circus Robe 5276
Telephone: 08 8768 2003
Email: council@robe.sa.gov.au



Section A:

Conditions of Tendering

TENDER NO. T02/ 2013

TENDER FOR:

Cleaning Services

CONTENTS

Conditions of Tendering

1.	GENERAL	2
1.1	Tender Documents.....	2
1.2	Type of Contract.....	2
1.3	Work to be performed.....	2
1.4	Tenderer to be informed.....	2
1.5	Enquiries	2
1.6	Tender Briefing.....	3
1.7	Eligible Tenderers	3
1.8	Tender.....	3
1.9	Tenderer Not to Solicit the Council and its Advisors	3
1.10	Public Access to Tender Information	3
1.11	Ombudsman.....	3
1.12	In-House Tender	3
2.	TENDER PREPARATION AND LODGEMENT	4
2.1	Conforming Tenders.....	4
2.2	Non-Conforming Tenders	4
2.3	Tender Lodgement	4
2.4	Late Tenders	4
2.5	Number of Copies of Tender	4
2.6	Ownership of Tenders and Tender Information	4
3.	ACKNOWLEDGMENT BY TENDERER	4
4.	ACCEPTANCE OF TENDER.....	5
5.	CONTRACT	5
6.	USE OF SUBCONTRACTORS.....	5
7.	PROBITY OF TENDER PROCESS	5
8.	PROVISION OF INFORMATION BY TENDERERS.....	6
8.1	Tender Return Schedules.....	6
8.2	Information for Evaluation.....	6
9.	TIMING OF TENDER PROCESS.....	6
10.	CONFIDENTIALITY	6
10.1	Control of Confidential Information	6
10.2	Information Provided by Council.....	7
10.3	Information Provided by Tenderers	7
11.	EVALUATION CRITERIA - CHECKLIST FOR TENDERERS.....	7

1. GENERAL

1.1 Tender Documents

The Tender Documents comprise the following in the order of precedence as listed:

- A. Conditions of Tendering;*
- B. Specification:*
 - 1. Council Administration Building*
 - 2. CAHFS Room*
 - 3. Library & VIC Building*
 - 4. Works Depot Lunch & Amenities room*
 - 5. Public Toilets*
- C. Tender Return Schedule;*
- D. WHS Contractor Management Tender Document*

1.2 Type of Contract

This is an annual fee for service contract, with provision for additional payment for works requested by Council and undertaken by the Contractor.

The term of the contract will be twelve months with two automatic renewals for the same period, subject to satisfactory performance.

1.3 Work to be performed

The services to be provided are described in the Specification. Tenderers are required to supply all plant, equipment, materials and consumables required to undertake works as specified.

1.4 Tenderer to be informed

Tenderers shall, prior to submitting their Tender, become acquainted with the nature and extent of the Contract and the Services to be undertaken, and make all necessary examinations, investigations, inspections and deductions.

No claims arising from a failure to take any such actions will be considered and the Council does not accept any responsibility if a Tenderer fails to make its own enquiries, interpretations, deductions and conclusions when preparing its tender.

Tenderers are required to familiarise themselves with all legislative and regulatory requirements relating to the Services and the elements necessary to perform the Services.

Tenderers must form their own assessment of the amount of Services, materials, plant and all other items necessary to perform the true intent of the proposed Contract and of the conditions, difficulties and hazards that may attend the performance of the Services.

1.5 Enquiries

Any enquiries regarding the services specified in the Tender Documents should be directed to the nominated contact person(s) as listed at the front of these Conditions of Tendering.

No statement made by the nominated contact person(s) should be construed as modifying these Conditions of Tendering or any other Tender Documents, unless confirmed in writing by the nominated contact person(s).

1.6 Tender Briefing

A prospective Tenderer may request a briefing meeting to discuss aspects of this tender by contacting the nominated contact person to arrange a mutually convenient time to do so.

1.7 Eligible Tenderers

This is an open tender, and any organisation requesting and/or obtaining the Tender Documents will be required to register their name and contact details at the time of issue of the documents.

1.8 Tender

The Tender will comprise the attached Tender Return Schedules duly completed by the Tenderer.

The Tenderer shall sign the Tender, or if the Tenderer is a corporation, execute the tender in a manner binding the corporation.

The Tenderer may attach to the Tender Return Schedules any additional documentation that it wishes to submit in support of its Tender.

Any Tender shall be an irrevocable offer by the Tenderer to perform the contracted Services subject to the terms and conditions set out in these Conditions of Tendering.

The Tender will remain open for acceptance by the Council for a period of sixty (60) calendar days from the Closing Date.

1.9 Tenderer Not to Solicit the Council and its Advisors

The Tenderer and its representatives must not interfere or attempt to interview or to discuss this tender with Councillors or employees of the Council, other than the nominated contact person(s). Council reserves the right to reject any tender submitted by a Tenderer which contravenes this Clause.

1.10 Public Access to Tender Information

Tenderers should note that the name of each Tenderer will be presented in Council reports and shall be made public. This will include the apparent order of tenders on the basis of tendered price but without the specific amounts tendered.

Tenderers should note that any information submitted within tenders may be made public even if marked commercial in confidence. If an application under the "Freedom of Information Act 1991 (SA)" (FOI Act) is received, the Council's Freedom of Information Officer may be required undertake an investigation as required by the FOI Act and make full disclosure of all related documentation.

1.11 Ombudsman

The services provided for under this request for tender may be an administrative act pursuant to the *Ombudsman's Act 1972*, and in particular amendments to that Act by the *Ombudsman (Honesty and Accountability in Government) Amendment Act 2002* and be subject to investigation in the public interest by the office of the Ombudsman. The Tenderer must ensure compliance with all obligations arising under that or any other Act.

1.12 In-House Tender

There will be no in-house tender submitted by Council for this Contract.

2. TENDER PREPARATION AND LODGEMENT

2.1 Conforming Tenders

To submit a conforming Tender, the Tenderer must:

- (a) Comply with all of the requirements contained in the Tender Documents.
- (b) Complete and execute all the Tender Return Schedules relevant to its offer in the manner indicated.

2.2 Non-Conforming Tenders

A non-conforming Tender is one that does not comply with all the requirements of Clause 2.1. Where a non-conforming Tender is submitted, the following shall apply:

- (a) The Council is not required to, but may at its sole discretion consider a non-conforming Tender.
- (b) Tenderers that knowingly submit a non-conforming Tender shall provide full details of any variance from the specifications of the Tender Documents.
- (c) Non-conforming tenders will be assessed in accordance with the evaluation criteria specified in Clause 11 of the Conditions of Tendering.

2.3 Tender Lodgement

Tenders may be submitted in person or by post, by facsimile or by email, and shall be:

Marked: **Confidential' T02/2013 –Cleaning Services**

Lodged at: Royal Circus, Robe S.A. 5276, or
PO Box 1, Robe S.A. 5276, or
council@robe.sa.gov.au, or
Fax: 87682432

Lodged by: 5:00 pm Friday 26th April 2013

2.4 Late Tenders

Tenders received after the Closing Time on the Closing Date may not be considered by Council.

2.5 Number of Copies of Tender

Tenderers are required to lodge one only original Tender and all supporting documentation.

2.6 Ownership of Tenders and Tender Information

Tenders lodged by the Tenderer shall become the property of the Council and on no account will they be returned to the Tenderer.

3. ACKNOWLEDGMENT BY TENDERER

The Tenderer acknowledges that:

- (a) The Council makes no representations and offers no undertakings in issuing this Tender.
- (b) The Council is not bound to accept the lowest tender nor required to accept any tender.
- (c) The Council may suspend, vary, postpone, terminate or abandon the Tender process without notice at any time.

- (d) The Council may invite one or more Tenderers to supply further information and/or attend a conference or interview and/or make a presentation.
- (e) The tender submission cannot be withdrawn without the consent of the Council unless it is withdrawn in writing before the close of the Tender Period by placing the withdrawal in the Tender Box.
- (f) The Tender Evaluation Panel and the Council may undertake 'due diligence' checks, including, but not limited to, verifying references and/or referees, and undertaking company searches and credit checks.
- (g) The Council will not be responsible for any costs or expenses incurred by a Tenderer arising in any way from the preparation and submission of tenders.
- (h) The Council accepts no responsibility for a Tenderer misunderstanding or failing to respond correctly to this tender.

4. ACCEPTANCE OF TENDER

The successful Tenderer will be notified in writing of the acceptance of its Tender. Unsuccessful Tenderers will also be informed of the outcome of the tender process.

5. CONTRACT

The successful Tenderer shall provide to Council for execution two (2) copies of a formal instrument of contract evidencing the parties' agreement, incorporating the terms of contract and Specifications which form part of this tender.

If the formal instrument of contract is not received by Council within twenty eight (28) days from the date of receiving notification of being the successful Tenderer, the Council may:

- (a) Treat that as a breach constituting a repudiation of the binding agreement created by the Council's acceptance of the successful Tenderer's Tender and accept that repudiation.
- (b) Terminate the agreement.
- (c) Recover any damages arising from the repudiation by the Tenderer.

6. USE OF SUBCONTRACTORS

Where a Tenderer proposes to provide any part of the Services using resources from organisations other than the Tenderer itself, substantial information relating to the contractual arrangements for such resources must be detailed in the Tender, together with information on the relevant experience of such other organisation.

Failure to provide such information may result in the Tender being excluded from further consideration.

Tenderers will be required to ensure that subcontractors satisfy the terms and conditions of the Tender Documents and to include all relevant conditions of the contract in subcontracts.

7. PROBITY OF TENDER PROCESS

A Statutory Declaration is included in the Tender Return Schedules which addresses "Collusive Tendering". Such declaration must be made and returned as part of the Tender.

Should any Tenderer consider that the tender process has failed to accord it fair right to be considered as a successful Tenderer, or that it has been prejudiced by any breach of these

Conditions of Tender or other relevant principle affecting the tenders or their evaluation, the Tenderer must immediately and in writing notify the alleged failure or breach to the Chief Executive Officer of the Council.

Notification must set out the issues in dispute, the impact upon the Tenderer's interests, any relevant background information and the outcome desired. Delay in notification of probity breach, or notification after the announcement of the successful Contractor will preclude a Tenderer from relying upon or taking action based upon such breach.

8. PROVISION OF INFORMATION BY TENDERERS

8.1 Tender Return Schedules

Tenderers are required to complete the Tender Return Schedules and submit these as part of their tender. They should also supply any information or documents specified at the conclusion of the Schedules. While such information may be used in evaluation of tenders, it will not necessarily form part of the Contract.

8.2 Information for Evaluation

Tenderers are required to submit all the documents or information specified with their tenders.

Tenderers may submit additional information in support of their as may be considered necessary for evaluation of any methods, systems, processes, personnel, plant or equipment they propose to use in the performance of the Contract. The Council reserves the right to clarify with any Tenderer the contents of any information.

9. TIMING OF TENDER PROCESS

The proposed timing for the tendering process is as follows:

Call for Tenders:	25 th March 2013
Close of Tenders:	26 th April 2013
Award of Contract (indicative):	17 th May
Service Commencement Date:	1 st July 2013

10. CONFIDENTIALITY

10.1 Control of Confidential Information

Subject to Clauses 1.10 & 1.11 the Council and Tenderers must maintain effective systems to protect Confidential Information.

Neither may:

- (a) Use Confidential Information for any purpose other than the performance of that person's obligations under the Contract or in the assessment of a tender.
- (b) Disclose (and must ensure that its employees do not disclose) Confidential Information to any third party, except in accordance with the procedure set out in this Clause.

- (c) Allow its employees access to Confidential Information without ensuring that those employees are aware of and comply with these systems for the protection of Confidential Information.

The Council or a Tenderer may disclose Confidential Information to a third party only where that entity has obtained the prior written approval of the other party to such disclosure. This approval must not be unreasonably withheld if the other party has procured a confidentiality undertaking in the same terms as this Clause in respect of the information from such third party.

10.2 Information Provided by Council

Information provided in this Request for Tender or imparted to any Tenderer as part of the tendering process is confidential and shall not be used by the Tenderer for any other purpose, or distributed to, or shared with any other person or organisation.

If the Tenderer does not accept this condition then it must return these Tender Documents within two (2) days to the nominated contact person.

10.3 Information Provided by Tenderers

The Council reserves the right to disclose any or all information provided by Tenderers where disclosure is:

- (a) Required or compelled by any order of a Court.
- (b) Required or compelled by any law.
- (c) Required or compelled by notice validly issued by any Authority.
- (d) Necessary for the conduct of any legal proceedings.
- (e) Necessary for the provision of advice by the Council's legal advisers, accountants or other consultants.
- (f) Necessary for the evaluation of this tender.

11. EVALUATION CRITERIA - CHECKLIST FOR TENDERERS

Tenderers should ensure that their proposals address the following criteria.

These criteria will be used to assess the Tenderers proposals but are not necessarily in weighted order:

- (a) Details of current and previous relevant experience.
- (b) Referees.
- (c) Organisational capacity
- (d) Occupational Health and Safety.
- (e) Risk management & mitigation
- (f) Licences and accreditation.
- (g) Insurances.
- (h) Subcontractors, if any.
- (i) Management skills.
- (j) Industrial Relations.
- (k) Organisational capacity
- (l) Coverage of tender requirements.
- (m) Financial capacity.
- (n) Tendered prices.



Section B:

Specifications

TENDER No. T02 / 2013

TENDER FOR:

Cleaning Services

CONTENTS

Specifications

- Specification 1. Council Administration Building
- Specification 2. CAFHS Room
- Specification 3. Library & VIC Building
- Specification 4. Works Depot Lunch & Amenities Room
- Specification 5. Public Toilets

SPECIFICATION 1: Council Administration Building

1. General Description of Premises

Council's Administration Centre including Council Chamber & kitchen.

Location: Royal Circus, Robe 5276

2. Cleaning Standards

The Contractor is required to maintain the following items, areas and surfaces to be free of dust, scuff marks, litter, spillages, stains, encrustations, finger marks, soiling, and cobwebs.

AREA/ DESCRIPTION	FREQUENCY
Floors swept or vacuumed clean (including under movable items)	Twice weekly
Furniture and equipment, including all tables, benches, sinks, appliances and equipment.	Twice weekly
Computer monitors, keyboards, telephones and other electronic equipment, dusted to be free of dust, no chemical cleaning aids to be applied	Twice weekly
Toilet wet areas floors walls, fittings, basin, benches, pans, and urinal cleaned and sanitized.	Twice weekly
Empty all litter bins and shredding machine[s] into 240L Mobile Garbage Bins (MGB) recyclables and general waste into 140L mobile garbage bin.	Twice weekly
Walls (including surfaces, ledges, fixtures, picture frames, tiles and skirting boards) Glass doors, including front, side and passage	Weekly
Hard floor areas washed and polished	Monthly
Windows and surrounds (inside & out)	Quarterly
Light fittings, shades, reflectors, diffusers	Quarterly
Telephone handsets, cleaned and sanitised	Quarterly

3. Specific Requirements

Council Chamber - Cutlery and crockery is to be washed and placed in appropriate cupboards or storage area, if empty beverage containers are on benches and/or tables place in recycling bin.

Lunchroom - Any cutlery and crockery is to be washed and placed away.

Breakages - Report all repairs and breakages to the Council.

4. Timing and Frequency

Cleaning of the Council Administration Building will be performed as per the Schedule at Item 2 once between the hours of 6:00pm Wednesday and 7:00 am Thursday and once between the hours of 6:00pm Friday and 7:00am Monday.

5. Equipment and Materials

The contractor is required to provide all necessary equipment and materials to execute this contract.

A store room is available for storage of cleaning products, consumables and equipment at Council's administration building. Material Safety Data Sheets (MSDS) must be provided to Council before storage and use of chemicals.

6. WHS

The contractor will comply with the requirements Council's WHS Contractor Management Tender Document as a minimum at all times.

7. General

The Contractor is compelled to maintain total confidentiality of all information or activities at the Robe Council Office.

SPECIFICATION 2: CAFHS Room

1. General Description of Premises

Child, Adolescent Mental Health Services Room (CAFHS Room)

Location: Royal Circus, Robe 5276

2. Cleaning Standards

The Contractor is required to maintain the following items, areas and surfaces to be free of dust, scuff marks, litter, spillages, stains, encrustations, finger marks, soiling, and cobwebs.

AREA/ DESCRIPTION	FREQUENCY
Floors swept or vacuumed clean (including under movable items)	monthly
Furniture and equipment (including all tables, benches, sinks, appliances and technical equipment) including computer monitors, keyboards and other electronic equipment.	monthly
Walls (including surfaces, ledges, fixtures, picture frames, tiles and skirting boards)	monthly
Rubbish Bins & Paper- empty all litter bins into 240 Mobile Garbage Bins (MGB) recyclables and general waste into 140litre mobile garbage bin.	monthly
Wet areas, Toilet hand-basins cleaned and sanitised	monhtly
Window glass, doors (inside and out)	quarterly
Light shades reflectors and deflectors	quarterly
Telephone handsets	quarterly

3. Specific Requirements

Breakages - Report all repairs and breakages to the Council.

4. Timing and Frequency

Cleaning of the CAFHS building will be performed every second week in each month at a time to coincide with the cleaning of the Council office.

5. Equipment and Materials

The contractor is required to provide all necessary equipment and materials to execute this contract. A store room is available for storage of cleaning products, consumables and equipment at Council's Administration office. Material Safety Data Sheet (MSDS) must be provided to Council before storage and use of chemicals.

6. WHS

The contractor will comply with the requirements Council's WHS Contractor Management Tender Document as a minimum at all times.

7. General

The Contractor is compelled to maintain total confidentiality of all information or activities at CAFHS.

SPECIFICATION 3: Library and Visitor Information Centre Building

1. General Description of Premises

Library and Visitor Information Centre Building including the Kathleen Browne Room

Location: Mundy Terrace, Robe

(NOT to include the Main Hall Area and Hall Kitchen)

2. Cleaning Standards

You will be required to maintain the following items, areas and surfaces to be free of dust, scuff marks, litter, spillages, stains, encrustations, finger marks, soiling, and cobwebs.

Area/ Description	Frequency
Floors vacuumed or swept and washed (including under movable items)	weekly
Furniture and equipment (including all tables, benches, sinks, appliances and technical equipment)	weekly
Computer monitors, keyboards and other electronic equipment. (to be wiped over with a clean cloth with no chemicals)	weekly
Walls (including surfaces, ledges, fixtures, picture frames, tiles and skirting boards)	weekly
Toilet wet areas floors and walls, fittings basin, benches, pans, and urinal clean and sanitise.	weekly
Hard floor areas washed & polished	weekly
Glass entrance doors and windows (including main and side entrance)	weekly
Windows (north facing wall in Library, and Kathleen Browne Room)	quarterly
Light (shades, reflectors and diffusers)	quarterly
Telephone handsets	quarterly

3. Specific Requirements

Lunchroom - Cutlery and crockery is **not** to be washed or placed away.

Breakages - Report all repairs and breakages to the Library/Vic Manager and Works Supervisor.

4. Timing and Frequency

Cleaning of the Library/Visitor Information Centre will be performed as per the Schedule at Item 2 between the hours of 6:00pm and 6:00am on a day agreed between Council and the contractor.

5. Equipment and Materials

The contract is required to provide all necessary equipment and materials to execute this contract. Material Safety Data Sheet (MSDS) must be provided to Council before storage and use of chemicals. Appropriate safety equipment must be worn at all times

6. OHS&W

The contractor will comply with the requirements Council's WHS Contractor Management Tender Document as a minimum at all times.

7. General

The Contractor is compelled to maintain total confidentiality of all information or activities at the Library/Visitor Information Centre.

Specification 4: Works Depot Lunch & Amenities Room

1. General Description of Premises

Robe Council Works Depot Lunch & Amenities Room

Location: Robe Street, Robe SA 5276.

2. Cleaning Standards

You are required to maintain the following items, areas and surfaces to be free of dust, scuff marks, litter, spillages, stains, encrustations, finger marks, soiling, and cobwebs.

Area/ Description	Frequency
Floors to be swept or vacuumed clean and washed (including under movable items)	Weekly
Furniture and equipment, including all tables, benches, sinks, appliances machines and equipment.	Weekly
Toilet & Shower wet areas floors, walls and fittings basin, benches, pans, and urinal clean and sanitise.	Weekly
Window glass and internal glass doors	quarterly
Light (shades, reflectors and diffusers)	quarterly

3. Specific Requirements

Lunch Breakages - Report all repairs and breakages to the Council.

4. Timing and Frequency

Cleaning of the Robe Council Works Depot Lunch & Amenities room will be performed as per the Schedule at Item 2 between the hours of 7:30am to 4:00pm on a day Monday to Friday, agreed between Council and the Contractor.

5. Equipment and Materials

The contractor is required to provide all necessary equipment and materials to execute this contract. A store room is available for storage of cleaning products, consumables and equipment at Council's Administration office. Material Safety Data Sheet (MSDS) must be provided to Council before storage and use of chemicals. Appropriate safety equipment must be worn at all times.

6. WHS

The contractor will comply with the requirements Council's WHS Contractor Management Tender Document as a minimum at all times.

7. General

The Contractor is compelled to maintain total confidentiality of all information or activities at the Robe Council works depot.

SPECIFICATION 5: Public Toilets

1. General Description of Premises

District Council of Robe Public Toilets

Location: Various, see below & attached maps for site locations

1. Foreshore Toilets, Mundy Terrace
2. Marina Toilets
3. Yatch Club car park (2 tank toilets)
4. Amateur boat car park (1 tank toilet)
5. Lipson Park (1 tank toilet)
6. Tennis Club/Skate Park Toilets
7. Lannum Park (tank toilet)
8. Ski Lake Toilets
9. Long Beach Toilets, The Esplanade
10. Third Ramp (Long Drop)

2. Cleaning Standards

You are required to maintain the following items, areas and surfaces to be free of dust, scuff marks, litter, spillages, stains, encrustations, finger marks, soiling, and cobwebs.

Area/ Description	Frequency
Floors, wet areas and entry area washed and sanitized.	Each clean
Toilet & Shower area and fittings, basin, benches, pans, and urinal) clean and sanitized.	Each clean
Doors and Window glass	quarterly
Light (shades, reflectors and diffusers)	quarterly

3. Specific Requirements

Consumables - Maintain a supply of toilet paper to ensure an uninterrupted supply and liquid soap where a dispenser is installed.

Breakages - Report all repairs and breakages to the Council.

4. Timing and Frequency

Routine Cleaning:

Monday, Wednesday, Friday of each week [including if these days fall on a public holiday]

Additional programmed cleaning:

From the 26th December until 31st January, seven days a week.

Easter - Saturday, Sunday, Monday.

Public Holiday long week ends Sunday,

No additional cleaning June long weekend.

Additional event cleaning:

Special Events Weddings etc. as required (generally busier during the summer off-peak period i.e. outside school holiday period).

Council undertakes to provide as much notice as possible when events are to occur, at the least Council will provide seven (7) days' notice.

Cleaning can be undertaken at a time suitable to the contractor, but every effort should be used to avoid peak usage times.

5. Equipment and Materials

The contractor is required to provide all necessary equipment, materials and consumables to execute this contract. No storage is available. Material Safety Data Sheet (MSDS) must be provided to Council before use of chemicals. Appropriate safety equipment must be worn at all times.

6. WHS

The contractor will comply with the requirements Council's WHS Contractor Management Tender Document as a minimum at all times.

7. General

The Contractor is compelled to maintain total confidentiality of all information or activities of the District Council of Robe.

The Contractor is to advise the contract supervisor of any damage or defect [e.g. leaks, vandalism etc.] that is apparent at the earliest possible opportunity.







Section C:

Tender Return Schedules

TENDER No. T02 / 2013

TENDER FOR:
Cleaning Services

CONTENTS

Tender Return Schedules

SCHEDULE 1	TENDER FORM - FORMAL OFFER.....	2
SCHEDULE 2	TENDER PRICES	4
SCHEDULE 3	STATEMENT OF CONFORMITY	5
SCHEDULE 4	COLLUSIVE TENDERING - STATUTORY DECLARATION.....	6
SCHEDULE 5	FINANCIAL DETAILS.....	8
SCHEDULE 6	FINANCIAL CAPACITY	8
SCHEDULE 7	INSURANCES.....	9
SCHEDULE 8	MANAGEMENT, STAFF AND TECHNICAL RESOURCES.....	10
SCHEDULE 9	SUBCONTRACTORS	11
SCHEDULE 10	VEHICLES, PLANT AND EQUIPMENT	11
SCHEDULE 19	REFEREES	12
SCHEDULE 21	CURRENT COMMITMENTS	13
SCHEDULE 23	OCCUPATIONAL HEALTH AND SAFETY	14
SCHEDULE 24	PROPOSED METHODS OF SERVICE DELIVERY	15
SCHEDULE 25	INDUSTRIAL RELATIONS	16
SCHEDULE 26	ECOLOGICALLY SUSTAINABLE DEVELOPMENT	17
SCHEDULE 27	ADDITIONAL INFORMATION/INNOVATION	18

SCHEDULE 1 TENDER FORM - FORMAL OFFER

(Page 1 of 2)

CONTRACT No.: _____	PROJECT: _____
Tenderer: _____	
(full trading name) _____	

Registered Office Address:	Business Address:
_____	_____
_____	_____
Telephone: _____	Facsimile: _____
Email: _____	

LEGAL STATUS

All Tenderers are required to complete the following table:

Legal Structure	Name	Australian Company Number (ACN)	Australian Business Number (ABN)
Company			
Trust *			
Individual			
Partnership			

* Include details of both the trust and its trustee

The Tenderer named above, hereby offers to provide Goods, Works and/or Services in accordance with:

- a) Conditions of Tendering;
- b) Conditions of Contract;
- c) The Specification;
- d) Any addenda to the above;
- e) This Tender including all its schedules relating to the above Contract.

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

The Tenderer warrants and represents that:

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

(Page 2 of 2)

AMENDMENTS TO TENDER DOCUMENTS

Tenderer to sign and return any amendments issued during the tender period in confirmation of their receipt.

<p>Tenderer confirms amendments have been signed and returned:</p> <p>Signature: _____</p>

CONFLICTS OF INTEREST

The Tenderer shall confirm whether there exists any interests, relationships (including those of family members and employees) or clients that may or do give rise to a conflict of interest:	<input type="checkbox"/> Yes ✓	<input type="checkbox"/> No ✓
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------	----------------------------------

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

Executed by Authorised Officer of Tenderer who has delegated authority to enter into a contract:

Signature: _____

Name and Title: _____

Date: _____

Signature of Witness: _____

Name of Witness: _____

Date: _____

CONTACT PERSON FOR ENQUIRIES ABOUT THIS TENDER

Name:	_____
Position:	_____
Address:	_____ _____
Telephone:	_____
Mobile:	_____
Facsimile:	_____
Email:	_____

(Attach details, as required)

SCHEDULE 2 TENDER PRICES

This Schedule shall be read in conjunction with all other parts of the contract.

Group 1.		
No.	Description	<u>Standard Cleaning Service</u> Regular and routine cleaning as per Specifications Cost per annum \$:
Specification 1.	Council Administration Building	Cost per annum \$
Specification 2.	CAFHS Room	Cost per annum \$
Specification 3.	Library & VIC Building	Cost per annum \$
Specification 4.	Works Depot Lunch & Amenities room	Cost per annum \$

Group 2.		
No.	Description	<u>Standard Cleaning Service</u> Regular and routine cleaning as per Specifications Cost per annum \$:
Specification 5.	Public Toilets	Cost per annum \$
		<u>Seasonal Cleaning</u> Additional cleaning programmed as per Specifications for summer tourism season December and January: Cost per annum:
Specification 5.	Public Toilets	Cost per annum \$
		<u>Extra Cleaning</u> Additional cleaning required as a result of an event, occurrence or emergency. Cost per event \$:
Specification 5.	Public Toilets	Cost per site/ event \$
	1. Foreshore Toilets, Mundy Terrace 2. Marina Toilets (1 tank toilet) 3. Yatch Club car park (2 tank toilets) 4. Amateur Boat car park (1 tank toilet) 5. Lipson Park (1 tank toilet) 6. Tennis Club/Skate Park Toilets 7. Lannum Park (tank toilet) 8. Ski Lake Toilets 9. Long Beach Toilets, The Esplanade 10. Third Ramp (Long Drop)	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$

SCHEDULE 3 STATEMENT OF CONFORMITY

The Tenderer is to signify whether or not its Tender conforms in all respects to the requirements of the Tender Documents by indicating below:

Does the Tender conform?	<input type="checkbox"/> Yes ✓	<input type="checkbox"/> No ✓
--------------------------	-----------------------------------	----------------------------------

If the Tender does not conform to all the requirements of the Tender Documents, the Tenderer must list below all areas of non-conformity and the reasons therefore, and must value each area of non-conformity so that, in the event such non-conformity is deemed unacceptable, the comparative tender price can be adjusted accordingly. If any non-conformity is not priced and/or is determined to be unacceptable, the Tender may not be further considered.

AREA OF NON-CONFORMITY AND REASON	VALUE OF NON-CONFORMITY (\$)

SCHEDULE 4 COLLUSIVE TENDERING - STATUTORY DECLARATION

(Page 1 of 2)

I, (Full name), (Position)
 of (Name of Tenderer)
 (Address of Tenderer)

do solemnly and sincerely declare that:

1. DEFINITIONS

In this Statutory Declaration:

“**Bidders**” means any tenderers for the Contract and includes the Tenderer;

“**the Contract**” means the Contract to which this Tender and Statutory Declaration pertains;

“**Industry Association**” means any organisation of which bidders are members;

“**the Tenderer**” means (insert name of company, other body corporate, firm, or individual)

.....;

“**Tender Price**” means the amount or amounts indicated by a Bidder as the lowest amount or amounts for which that Bidder is prepared to perform the Contract.

2. INTRODUCTION

2.1 I hold the position of (insert title)

.....
 of the Tenderer and am duly authorised to make this declaration on its behalf.

2.2 I make this declaration on behalf of the Tenderer and on behalf of myself.

3. NO KNOWLEDGE OF TENDER PRICES

Prior to the Tenderer submitting its tender for the Contract, neither the Tenderer, nor any of its employees or agents, had knowledge of the Tender Price, or proposed Tender Price, of any Bidder (other than the Tenderer) who submitted, or proposed to submit, a tender for the Contract.

4. DISCLOSURE OF TENDER PRICE

Neither the Tenderer, nor any of its employees or agents has disclosed nor will they disclose prior to the Closing Date the Tenderer's Tender Price to:

4.1 any other Bidder who has submitted or will submit a Tender for the Contract;

4.2 any other person, company, body corporate, or firm proposing to submit a Tender for the Contract;

4.3 any person or organisation connected or associated with a Bidder, person, company, body corporate, or firm of a kind referred to in Clauses 4.1 or 4.2.

5. PROVISION OF INFORMATION

Except as stated herein, neither the Tenderer, nor any of its employees or agents, has provided or will provide information to:

5.1 any other Bidder who has submitted or will submit a Tender for the Contract;

5.2 any other person, company, body corporate, or firm proposing to submit a Tender for the Contract; or

5.3 any other person, company, body corporate, or firm for the purpose of assisting in the preparation of a tender for the Contract.

EXCEPTIONS:

.....

6. GENUINE COMPETITION

The Tenderer is genuinely competing for the Contract.

(Page 2 of 2)

7. INDUSTRY ASSOCIATION AGREEMENTS

Neither the Tenderer, nor any of its employees or agents, has entered into any contract, agreement, arrangement or understanding, other than as disclosed to the Council in the Tenderer's Tender, that the successful Bidder for the Contract will pay any money to, or provide any other benefit or other financial advantage to, an Industry Association in respect of the Contract.

8. UNSUCCESSFUL TENDERERS' FEES

Neither the Tenderer, nor any of its employees or agents, has entered into any contract, agreement, arrangement or understanding that the successful Bidder for the Contract will pay any money to, or provide any other benefit or other financial advantage to, any other Bidder who unsuccessfully tendered for the Contract.

9. QUALIFICATIONS TO TENDERS

Neither the Tenderer, nor any of its employees or agents, has entered into any contract, agreement, arrangement or understanding that Bidders for the Contract would include an identical or similar condition or qualification in their Tenders for the Contract if any such condition or qualification is included in the Tenderer's Tender.

AND I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the *Oaths Act, 1900*.

Declared at ,)

in the State of ,)

this **day of** ,)

before me:)

.....
(Signature of person making the declaration)

Signature:

.....

Full Name:

.....

Address:

.....

.....

Qualification:

(Insert details of basis on which entitled to witness a Statutory Declaration)

.....

SCHEDULE 5 FINANCIAL DETAILS**1. TENDERER'S BANK:**

Full Trading Name: _____

Branch: _____

Address: _____

Contact Person: _____ Title: _____

Telephone: _____ Facsimile: _____

Bank Code (BSB): _____ Account Number: _____

Title of Account: _____

SCHEDULE 6 FINANCIAL CAPACITY

To provide evidence of financial viability, the Tenderer shall furnish copies of financial information covering the last three (3) financial years for itself. **If a member of a group of Companies, the same details are required for each member of the group.** In the column headed "*Supplied with Tender*" indicate whether the information accompanies the submission.

Note: *Financial Information should be submitted with the Tender and clearly endorsed; "Confidential, District Council of Robe"*

SUPPLIED WITH TENDER**YES NO**

1. Financial Statements for the last two (2) years for the entity under consideration, including:

NOTE: Consolidated accounts of a parent organisation or group to which the entity belongs are not acceptable unless the entity is covered by a Class Order (Deed of Cross Guarantee).

i. Statements of Financial Position

ii. Statements of Financial Performance

iii. Statement of Cash Flows

iv. Notes to and Forming Part of the Accounts

SCHEDULE 7 INSURANCES

Tenderer to provide details of insurance currently held by you and any proposed subcontractor which would be extended to provide cover for work under the Contract.

INSURANCE TYPE	POLICY NO.	EXTENT OF COVER		EXPIRY DATE	NAME OF INSURER
		Per Incident \$A	In Aggregate \$A		
Public Liability					
Vehicles Plant and Equipment					
Workers Compensation					
Other (please specify)					

(Attach Certificates of Currency or other verification of the above insurances)

SCHEDULE 8 MANAGEMENT, STAFF AND TECHNICAL RESOURCES

(Page 1 of 2)

Provide details of key personnel who will have prime responsibility and accountability for the performance of the contract.

NAME 1: _____ **Position:** _____

Reporting to: _____ **Years of relevant experience:** _____

Line responsibilities: _____

NAME 2: _____ **Position:** _____

Reporting to: _____ **Years of relevant experience:** _____

Line responsibilities: _____

DESCRIPTION OF TECHNICAL RESOURCES:

The technical resources (such as technical personnel, training staff, manuals, training aides etc) proposed to be used to perform the contract:

The names of subcontractors (including consultants and sub consultants) proposed to be engaged for the contract.

Note: 1. *Written approval of all subcontractors is required before commencement of the contract.*

2. *The nomination of alternatives is acceptable.*
3. *The Contractor shall be required to provide evidence that the subcontractors are registered and/or licensed (as required by law) in the work which is to be subcontracted and have the relevant policies of insurance.*

NAME AND ADDRESS OF SUBCONTRACTOR	DESCRIPTION OF WORK PROPOSED TO BE SUBCONTRACTED	ESTIMATED WORK VALUE \$

Tenderers are required to provide detail of Vehicles, Plant , Equipment and materials including chemicals to be used to perform the contract.

DETAILS OF VEHICLES, PLANT AND EQUIPMENT (if relevant):

[illegible]

SCHEDULE 19 REFEREES

Provide at least three (3) referees who can attest to the Tenderer's capabilities in undertaking the contract.

Note: *Council reserves the right to make its own independent enquiries.*

FIRST REFEREE

Company Name: _____

Address: _____

Contact Person: _____

Telephone: _____ Facsimile: _____

SECOND REFEREE

Company Name: _____

Address: _____

Contact Person: _____

Telephone: _____ Facsimile: _____

THIRD REFEREE

Company Name: _____

Address: _____

Contact Person: _____

Telephone: _____ Facsimile: _____

SCHEDULE 21 CURRENT COMMITMENTS

Describe the organisation's current commitments in projects of a similar nature to the contract.

PROJECT 1

Name: _____

Client: _____

Contact: _____ Telephone: _____

Total Project Value
per year: \$ _____ Duration: _____

Description of the project or task: _____

PROJECT 2

Name: _____

Client: _____

Contact: _____ Telephone: _____

Total Project Value
per year: \$ _____ Duration: _____

Description of the project or task: _____

PROJECT 3

Name: _____

Client: _____

Contact: _____ Telephone: _____

Total Project Value
per year: \$ _____ Duration: _____

Description of the project or task: _____

SCHEDULE 23 OCCUPATIONAL HEALTH AND SAFETY

Demonstrate commitment to Work Health and Safety (WHS) and understanding and acceptance of the principles of WHS.

SUBJECT		YES	NO
1.	Does the organisation have an WHS Management Plan as part of its overall management system? (If yes, give details)		
2.	Is the OH&S Management Plan accredited third party? (If yes, give details)		
3.	Has the organisation prepared safe Work Method Statements (or Standard Operation Procedures) for all of its work activities? (If yes, give details)		
4.	Does your organisation have and comply with a WHS induction program for employees? (If yes, give details)		
5.	Does your organisation assess the WHS capabilities and performance of your subcontractors where appropriate? (If yes, give details)		
6.	Has WorkCover issued the organisation with any Prohibition Notices, Improvement Notices or fines in the past two (2) years? (If yes, give details)		
7.	Has the organisation been charged with or prosecuted for an offence under any Occupational Health and Safety Law in the last five (5) years? (If yes, please provide brief details)		
8.	Is the organisation able to provide documented evidence that within its organisation, there are people or resources nominated to: <ul style="list-style-type: none"> Define OH&S management policies and objectives, priorities and targets? Define the responsibilities of personnel for OH&S matters? Identify system verification requirements and allocating human, technical and financial resources adequate to meet those requirements? Ensure compliance with OH&S legislation and regulations? Keep abreast of changes in OH&S legislation and regulations, codes, guidelines and standards? Acquire and disseminate OH&S management information? Plan and conduct training in OH&S management, including inducting new employees? Oversee the development and implementation of OH&S procedures? Assess subcontractors' and suppliers' abilities to comply with OH&S requirements? Ensure compliance with safe work practices and procedures, OH&S Management Plans, OH&S policies, OH&S legislation and regulations, codes, guidelines and standards by both employees and subcontractors? 		

(Attach details, as required)

Tenderers are required to provide a description of proposed method of service delivery.

[illegible]

Cleaning Services - Tender Return Schedules

SCHEDULE 25 INDUSTRIAL RELATIONS

The Council shall seek to use Contractors who can demonstrate a commitment to maintaining sound industrial relations principles and practices.

Note: Further information may be required to be submitted as substantiation.

SUBJECT		YES	NO
1.	Are employees paid under an Industrial Instrument? (If yes, which Industrial Instrument?)		

2.	Does the organisation have a workplace/industrial relations policy and procedures as part of its overall management system? (If yes, give details)		
3.	Does the organisation have work place Contracts or other arrangements to be used in the performance of the contract? (If yes, give details)		
4.	Does the organisation have contingency plans for maintaining the continuity of the contract in the event of industrial disruption or industrial action? (If yes, give details)		
5.	Does the organisation have procedures for assessing subcontractors' compliance with workplace/industrial relations and employment obligations? (If yes, give details)		
6.	Does the organisation have effective measures to co-ordinate relationships between subcontractors, other contractors and unions or employee representatives? (If yes, give details)		
7.	Have you had a workplace or industrial dispute that has resulted in lost time in the last twelve (12) months? (If yes, give details)		
8.	Do you have a current workplace or industrial dispute that may affect this contract? (If yes, give details)		

(Attach details, as required)

SCHEDULE 26 ECOLOGICALLY SUSTAINABLE DEVELOPMENT

(Page 1 of 2)

The Council is committed to the principles of Ecological Sustainable Development and therefore competitiveness through environmental, as well as social and economic aspects.

Note: *Further information may be required to be submitted as substantiation.*

SUBJECT		YES	NO
1.	Does the organisation have an Environmental Management System (EMS) as part of its overall management system? (If yes, give details)		

If the answer to Question 1 was "yes", the Tenderer is **not** required to complete Questions 2.

2.	Does the organisation have an ESD policy? If yes, then does it:		
	<ul style="list-style-type: none"> Have the documented support and commitment of the General Manager and senior management? 		
	<ul style="list-style-type: none"> Demonstrate that it relates to the organisation's activities, products and services? 		
	<ul style="list-style-type: none"> Link to a similar policy of the parent company? 		
	<ul style="list-style-type: none"> Demonstrate that it reflect the organisation's environmental values and guiding principles? 		
	<ul style="list-style-type: none"> Provide a guide to the setting of environmental objectives, targets and outcomes? 		
	<ul style="list-style-type: none"> Include a guide towards the monitoring of appropriate technology and management practices? 		
3.	Has the organisation ever been prosecuted for environmental offences? (If yes, give details)		

(Attach details, as required)

Detail any matters which have not been covered in the Schedules and which it is believed should be taken into consideration when the tender is being evaluated. Particularly, detail matters which will provide improved environmental or social outcomes or value for money.

As a part of Council's commitment to environmentally sustainable development, Council is interested in any aspects of the Contractor's Vehicles, Plant and Equipment which may have environmental benefits (such as the use of bio-diesel fuel or compressed natural gas).

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

(Attach extra page(s) if insufficient space)



Section D:

**WHS CONTRACTOR MANAGEMENT
TENDER DOCUMENT**

TENDER No. T 02/ 2013

Tender for:

Cleaning Services

CONTENTS

WHS CONTRACTOR MANAGEMENT TENDER DOCUMENT

- 1. Principles**
 - 2. Main Elements**
 - 3. WHS Management System**
 - 4. Induction**
 - 5. Hazard Identification**
 - 6. Job Safety Analysis**
 - 7. Management Responsibility**
 - 8. Inspection**
 - 9. Subcontractors**
 - 10. Process Control**
 - 11. Testing**
 - 12. Reporting and Procedures**
 - 13. Internal WHS Audits**
 - 14. Training**
 - 15. Statutory Responsibilities**
-
- Appendix 1 Sample - Hazard Identification Table**
- Appendix 2 Sample - Job Safety Analysis worksheet**
- Appendix 3 Contractor Monitoring Checklist**

District Council of Robe

CONTRACTING WORK HEALTH SAFETY POLICY

1. Principles

The District Council of Robe aims to achieve a high level of Work Health & Safety (WHS) management within Local Government.

The fundamental principle of effective WHS management is that such issues must be identified, assessed and managed during all phases of the contract.

This policy specifically addresses this requirement by seeking to:

- contract only with those Contractors who can demonstrate WHS management system capability; and
- achieving an WHS issues focus for the work force employed on the District Council of Robe project, work and or service.

2. Main Elements

The main elements of the Contracting WHS policy are:

- a) Engagement of person(s) or firm(s) for contracts will only be accepted from potential Contractors that have appropriate systems in place to manage WHS or that can demonstrate a capability to put these systems in place prior to commencing a the District Council of Robe works or services.
- b) A condition of contract will be the preparation of an acceptable specific WHS Management System relevant to the works or services.
- c) WHS systems resulting from the above initiatives must be able to be audited against industry standards or measures.
- d) Contractors and their employees who are working with Council employees and/or under the control of Council on Council controlled sites must comply with, at a minimum, Council's UV Policy as follows:

For effective protection against UV radiation, employees engaged in outdoor work are to adopt the following, as a **minimum** requirement while at work:

- (i) a broad brimmed hat (8cm) or legionnaire's style cap (with neck cover);
- (ii) long sleeved shirts and long trousers;
- (iii) a water resistant sunscreen, with a 15+ Sun Protection Factor, to be applied at least two hourly on exposed parts of the body, paying particular attention to the lips, ears, nose and neck;
- (iv) sun glasses with UV absorbing lenses.

Contractors will supply the following equipment to outdoor employees on a personal issue basis:

- (i) large broad brimmed (8cm) hat or legionnaire's style hat (with neck cover);
- (ii) long sleeved high visibility shirt;
- (iii) long trousers;
- (iv) 250ml container of water resistant 15+ SPF sunscreen;
- (v) pair of safety glasses, fitted with anti UV lenses.

Contractors are responsible for organising the issue of the above equipment for all employees under their employ. Contractors are also responsible for ensuring that the above minimum requirements are strictly adhered to.

- e) All employees of the Contractor on the site of the works, must have a 'White Card' or equivalent base level WHS accreditation.

3. WHS Management System

An WHS management system of a Contractor is the organisational structure, resources, responsibilities, procedures and practices of the organisation for managing WHS issues.

In submitting a conforming Tender, the Contractor will provide a document setting out the specific WHS resources, responsibilities and procedures or practices relevant to the particular Contract.

Some of the requirements of the Contractor's WHS system may be specified by the Council in the contract documentation. Such specification will not relieve the contractor from any legislative and statutory obligations for WHS.

The WHS document shall include the effective implementation of the documented WHS system procedures and instructions.

In preparing the document consideration should, at least, be given to the following:

- the preparation of WHS plans and an WHS manual in accordance with the South Australian Legislative requirements applicable at the time of the submission of the Tender.
- the identification and acquisition of any controls, processes, inspection equipment, fixtures, total production resources and skills that may be needed to achieve the required WHS;
- the updating, as necessary, of WHS control, inspection and testing techniques;
- the clarification of standards of acceptability for all features and requirements, including those which contain a subjective element;
- the compatibility of the process, installation, inspection and test procedures and the applicable documentation;
- the identification and preparation of WHS records.

When a contract is to be awarded, the successful tenderer will be required to submit their WHS Management System prepared specifically for the contract for approval by the Council.

Where a contractor fails to implement any part of the contract WHS Management System, the Contract Superintendent and/or Chief Executive Officer may invoke powers under the contract or institute such additional site inspections and surveillance that the Contract Superintendent and/or Chief Executive Officer determines are needed to ensure WHS compliance.

4. Induction

Prior to the commencement of the contract, Council will induct the Contractor into the WHS matters that may be relevant to this contract or relevant to carrying out this contract, using the Contractor Induction Checklist.

The Contractor is responsible for communicating the induction information to any of its employees or sub-contractors.

Appropriate records shall be maintained and provided to the council upon request.

5. Hazard Identification

Prior to the commencement of work, the Contractor is required to identify hazards, Controls/Precautions and Licence/Permit Details as documented in Appendix 1.

A sample Identification Table has been included in Appendix 1. This is not all encompassing and any additional hazards identified should also be recorded with this document.

6. Job Safety Analysis

Contractors must complete a Job Safety Analysis (JSA) prior to commencing the contract work if the contract work involves:

- Working adjacent to moving traffic
- Working from a height
- Working over a pit / hole
- Working with plant
- Working with hazardous substances
- Working on or near live electricity
- Demolition
- Excavation
- Manual Handling
- Confined Space
- Restricted Space i.e. tunnels

A JSA is the process of critically examining a work task and re-engineering that task to ensure that the necessary and relevant health and safety principles are followed. *(Please see the attached Sample Job Safety Analysis (JSA) Worksheet - Appendix 2.*

The following steps apply in a JSA:

Activity	List the tasks required to perform the activity in the sequence they are carried out
Hazards	Against each task list the hazards that could cause injury when the task is performed
Risk Control Measures	List the control measures required to eliminate or minimise the risk of injury arising from the identified hazard

The aim is to adopt the control measure most capable of either eliminating or minimising the risk at the source. The hierarchy of control should be applied i.e. elimination, substitution, isolation, engineering control, administrative (supervision, training, Safe Operating Procedure), Personal

Protective Equipment (goggles, gloves, hard hat, overalls, boots).

Who is responsible	Write the name of the person responsible (supervisor or above) to implement the control measure identified
---------------------------	------------------------------------------------------------------------------------------------------------

The Contractor is responsible for communicating the JSA details to any employees or sub-contractor of the Contractor.

Appropriate records shall be maintained and provided to council upon request.

7. Management Responsibility

The Contractor's management shall define and document its policy and objectives for, and commitment to WHS. The Contractor shall ensure that this Policy is understood, implemented and maintained at all levels in the organisation.

The responsibility, authority and the interpretation of all personnel who manage, perform and verify work affecting WHS shall be defined.

The Contractor shall identify in-house verification requirements, provide adequate resources and assign trained personnel for verification activities

The Contractor shall appoint a management representative who, irrespective of other responsibilities shall have defined authority and responsibility for ensuring that the requirements of this policy are implemented and maintained.

The WHS Management System adopted shall be reviewed at appropriate intervals by the Contractor's management to ensure its continuing suitability and effectiveness.

Records of such reviews shall be maintained and provided to council upon request.

8. Inspection

During the course of the contract, Council will monitor the contract and retains the right to inspect safety measures and if necessary to interrupt the work, if safety standards are insufficient.

Some of the requirements for the Contract WHS system may be specified by the Council in contract documentation.

Such specification will not relieve the contractor from any legislative and statutory obligations for WHS.

The frequency of the inspections will be determined by but not limited to the level of risk, complexity and duration of the Contract.

Records of inspection will be recorded by Council using a Contractor Monitoring Checklist (a Sample has been attached - Appendix 3).

9. Subcontractors

The Contractor shall select sub-contractors on the basis of their ability to meet sub-contractor requirements, including WHS standards, and in particular, all WHS standards outlined within the contract.

The Contractor shall establish and maintain records of acceptable sub-contractors.

The selection of sub-contractors, and the type and extent of control exercised by the Contractor shall be dependent upon the WHS site and service, WHS risk factors and hazards and where appropriate, on records of sub-contractors' previously demonstrated capability and performance.

The Contractor shall ensure that WHS management controls are effective

10. Process control

The Contractor shall identify and plan the processes which directly affect WHS and shall ensure that they are carried out under controlled conditions.

Where processes are inherently hazardous such as working with cranes, handling toxic or potentially toxic substances, waste collection, using compressed gasses, etc. compliance with documented procedures is required to ensure safety.

11. Testing

The Contractor will ensure that incoming equipment or supplies are not used/installed until they have been inspected or otherwise verified as conforming to WHS requirements and ensure that verification is carried out in accordance with documented procedures and by personnel with suitable WHS skills.

The Contractor shall ensure that all plant and equipment is appropriately licensed or registered and systems in place for the maintenance/inspection of the plant and equipment on a regular basis.

12. Reporting and Procedures

The Contractor shall establish and maintain procedures to ensure that processes/services that do not conform to specified requirements are prevented from inadvertent use.

The contractor shall establish and maintain procedures for the following:

- Incident/accident reporting
- hazard reporting;
- corrective action needed to prevent recurrence of accidents, incidents and hazards;
- initiating preventative actions to deal with problems to a level corresponding to the risks/hazards encountered;
- applying controls to ensure that corrective actions are taken and that they are effective;
- implementing and recording changes in procedures resulting from corrective action;
- rehabilitation; and
- claims management.

13. Internal WHS Audits

The Contractor shall where necessary carry out internal WHS audits to verify whether activities comply with planned arrangements and to determine the effectiveness of the WHS system.

The results of the audits shall be documented and brought to the attention of the personnel having responsibility in the area audited.

14. Training

The Contractor shall establish and maintain procedures for identifying the training needs and provide for the training of all personnel activities affecting WHS during the provision of the service. Personnel performing specific assigned tasks shall be qualified on the basis of appropriate education, training and/or experience as required. Appropriate records shall be maintained.

15. Statutory Responsibilities

The existence of this policy and its application to the Councils' contracts does not reduce in any way a Contractor's WHS legislative and statutory obligations nor infers the relationship of employer/employee, master/servant or partnership.

WHS CONTRACTOR MANAGEMENT

Appendix 1

Hazard Identification Table

HAZARDS IDENTIFIED RE THIS CONTRACT	✓	HAZARDS IDENTIFIED RE THIS CONTRACT	✓	HAZARDS IDENTIFIED RE THIS CONTRACT	✓	HAZARDS IDENTIFIED RE THIS CONTRACT	✓
Traffic / Pedestrians		Heat Source		Uneven Surface Slippery		Compressed air / Pressure / Vacuum	
Confined Space		Working At Heights		Asbestos / Lead		Soil contamination	
Working in Isolation		Working Over Pit / Hole		Sun, UV, Rain, Wind		Manual Handling / ergonomics	
Restricted Access		Services underground / Overhead hazard		Poor Housekeeping		Moving Machinery	
Electrical		Falling Objects		Poor Lighting		Trenching / excavation	
Fire / Explosion		Noise		Gas / Fumes		Chemical Exposure	
Mobile Plant		Welding					

CONTROLS / PRECAUTIONS RE THIS CONTRACT	✓	CONTROLS / PRECAUTIONS RE THIS CONTRACT	✓	CONTROLS / PRECAUTIONS RE THIS CONTRACT	✓
Physical Isolations:		Plant and Equipment:		PPE:	
Traffic Management		Scaffold		Head wear (sun hat/hard hat/welding helmet)	
Electrical		Ladder		Eye wear (sun glasses/safety glasses/goggles / face shield)	
Gas		Forklift / forklift work box		Hearing Protection	
Water		MSDS		Respirator / Mask	
Hydraulic		Elevated Work Platform		Wet weather gear	
Pneumatic				Gloves (safety/chemical /heavy duty/riggers)	
Barricading				Safety Harness	
				Spill Containment Kit	
				Safety Boots	
				Clothing (long sleeved shirt/trousers/overalls)	
				High Visibility Vest	

WHS CONTRACTOR MANAGEMENT

Appendix 1

RECORD DETAILS OF LICENCES AND PERMITS IN THE TABLE BELOW

LICENCE / PERMIT DETAILS RE THIS CONTRACT	LICENCE / PERMIT DETAILS RE THIS CONTRACT
Work Zone Traffic Management:	Hot Work:
Confined Space:	Working at Heights:
Plant Registration:	Certificate of Competency:
Electrician / Electrical fitter, line worker and cable jointer / Tradespeople with restricted electrical licence / Plumber and gas-fitter / Carpenter and joiner, bricklayer and builder / Refrigeration and air-conditioning mechanic / Auto-gas installer ----- Details:	Dangerous Substances:

Job Safety Analysis (JSA) Worksheet

Appendix 2

Company name: Date: JSA No.:

Site Name: Permit to work requirement: ☐ YES ☐ NO

Contractor: Approved by:

Activity:

Activity List the tasks required to perform the activity in the sequence they are carried out.	Hazards Against each task list the hazards that could cause injury when the task is performed.	Risk Control Measures List the control measures required to eliminate or minimise the risk of injury arising from the identified hazard.	Who is responsible? Write the name of the person responsible (supervisor or above) to implement the control measure identified.

WHS CONTRACTOR MANAGEMENT

Appendix 3

Contractor Monitoring Checklist

7.1 Monitoring Hazards identified re this contract

The checklist below should be completed by transferring the identified hazards for this contract (as identified in Hazard Identification Table) to the first column. Monitoring of compliance with agreed terms of addressing these safety matters shall be recorded by marking items not complying in the columns 1st Check, 2nd Check, 3rd Check and 4th Check (as determined in Item 3.3 of the WHS Contractor Management Procedure). Corrective action to be taken should be recorded and the Date Completed being registered once the actions have been completed.

HAZARDS IDENTIFIED RE THIS CONTRACT	✓ Identified for this contract	X Action Requ'd 1 st Check	X Action Requ'd 2 nd Check	X Action Requ'd 3 rd Check	X Action Requ'd 4 th Check	CORRECTIVE ACTION TO BE TAKEN	DATE COMP- LETED
Traffic/Signage							
Confined Space							
Working in Isolation							
Restricted Access							
Electrical							
Fire / Explosion							
Mobile Plant							
Pressure / Vacuum							
Heat Source							
Working At Heights							
Working Over Pit / Hole							
Excavation/Trenching							
Overhead hazard							
Falling Objects							
Noise							
Manual Handling							
Moving Machinery							
Uneven Slippery Surface							
Asbestos							
Sun, UV, Rain, Wind							
Poor Housekeeping							
Poor Lighting							
Hazardous Gas							
Chemical Exposure							
Welding							
OTHER:							

7.2 Monitoring use of Controls / Precautions re this contract

The checklist below should be completed by transferring the identified hazards for this contract (as identified in the Hazard Identification Table) to the first column. Monitoring of compliance with agreed terms of addressing these safety matters shall be recorded by marking items not complying in the columns 1st Check, 2nd Check, 3rd Check and 4th Check (as determined in Item 3.3 of the WHS Contractor Management Procedure). Corrective action to be taken should be recorded and the Date Completed being registered once the actions have been completed.

CONTROLS/ PRECAUTIONS RE THIS CONTRACT	✓ Identified for this contract	x Action Required 1st Check	x Action Required 2nd Check	x Action Required 3rd Check	x Action Required 4th Check	CORRECTIVE ACTION TO BE TAKEN	DATE COMPL - ETED
<u>Physical Isolations:</u>							
Traffic Management							
Electrical							
Gas							
Water							
Hydraulic							
Pneumatic							
Barricading							
<u>Plant & Equipment:</u>							
Scaffold							
Ladder							
Forklift/forklift work box							
MSDS							
Elevated Work Platform							
Licensing Current							
<u>PPE:</u>							
Headwear (sun hat/hard hat/ welding helmet)							
Eyewear (sun glasses/safety glasses/goggles/ face shield)							
Hearing Protection							
Respirator Mask							
Wet weather gear							
Gloves (safety/chemical/ heavy duty/riggers)							
Safety Harness							
Spill Containment Kit							
Safety Boots							
Clothing (long sleeved shirt/ trousers/coveralls)							
High Visibility Vest							
OTHER:							

7.3 Monitoring of safety practices re this contract

Safety Practices Inspection

- | | | |
|-----|-----------------------------------------------------------------------------------------------|--------------------------|
| 1.1 | Is there evidence of risk assessment/s for the various project activities and tasks? | <input type="checkbox"/> |
| 1.2 | Are there JSAs, SOPs, Work Instructions or other documented safe methods of work available? | <input type="checkbox"/> |
| 1.3 | Have site inductions been completed and are records available? | <input type="checkbox"/> |
| 1.4 | Have hazards to safety been identified and are they being controlled? | <input type="checkbox"/> |
| 1.5 | Are incident / accident report forms available on site? | <input type="checkbox"/> |
| 1.6 | Is housekeeping acceptable? (storage, safe access, slips & trips, trailing electrical cables) | <input type="checkbox"/> |
| 1.7 | Is there a First Aid kit on site appropriate to needs and someone trained where required? | <input type="checkbox"/> |

Safety Practices Corrective Actions:

Corrective Actions Sign Off

7.1 Monitoring Hazards identified re this contract

The corrective action indicated above has been completed .

Council Contract Superintendent:	<hr/>	Date:	<hr/>
Contractor Representative:	<hr/>	Date:	<hr/>

7.2 Monitoring use of Controls / Precautions re this contract

The corrective action indicated above has been satisfactorily completed .

Council Contract Superintendent:	<hr/>	Date:	<hr/>
Contractor Representative:	<hr/>	Date:	<hr/>

7.3 Monitoring of safety practices re this contract

The corrective action indicated above has been satisfactorily completed .

Council Contract Superintendent:	<hr/>	Date:	<hr/>
Contractor Representative:	<hr/>	Date:	<hr/>