



## **ALPINE SHIRE COUNCIL**

### **SUSTAINABLE DEVELOPMENT**

INVITATION TO TENDER

for

TREATMENT AND RECORDING OF WEEDS

ALPINE SHIRE COUNCIL  
Great Alpine Road, Bright,  
VICTORIA, 3741

Issued: Wednesday 20 November 2013

Returnable: Not later than COB on Wednesday 4 December 2013  
In the Tender Box, Bright Office,  
PO BOX 139  
Bright VIC 3741

## NOTICE TO TENDERERS

### 1 INTRODUCTION

The Alpine Shire Council invites experienced individuals and contractors to tender for the Weed Control program.

The Alpine Shire Council proposes to establish a register for weed control contractors for the period December 2013 and concluding June 2015 inclusive. Weed control activities will be in the vicinity of \$70,000 per year, including \$25,000 for roadside weed control.

Contractors are invited to register their interest, and are advised that :

- the Alpine Shire Council expects to register several contractors and will select the appropriate contractor per job at the submitted hourly rate, and
- the Alpine Shire Council reserves the right to advertise and / or award similar works outside the established register.

### 2 CONTRACT OUTLINE

The Contract will be based on an hourly rate price for the treatment and recording of priority weeds throughout the Alpine Shire Council, as set out in Schedule 1.

### 3 DOCUMENTS ISSUED

The following documents are issued with this Invitation to Tender:

***Notice to Tenderers, clauses 1 to 12, are to assist the Tenderer with the preparation of their tender and to identify information for submission.***

The contract document Sections A to E contains the provisions that will form the basis of any Contract for the Work.

### 4 INFORMATION REQUIRED WITH THE INVITATION TO TENDER

As a minimum, the tenderer shall return the following with his tender: the attached tender form and schedules numbered 1 to 10 (completed in full), and any additional material to further explain the proposal.

Failure to do so may result in the tender being rejected.

### 5 INDICATION OF ACTIVITY

The following information is provided as an indication of activity only and shall be in no way binding on the Alpine Shire Council.

Activity.	Approximate time of the year to undertake the service.
Treatment and recording of weeds in various locations in the Alpine Shire	December 2013 – June 2015

## 6 ENQUIRIES

Enquiries concerning this Invitation to Tender may be directed to the Procurement Unit on (03) 5755 0555.

## 7 SELECTION CRITERIA

The following factors shall form the basis for the comparative evaluation of Tenders :

Criteria	Description
Price	Tendered Price (including travel costs)
Qualifications and Previous Performance	Proven satisfactory experience in undertaking similar works/services
	Quality of previous work, suitability of plant and equipment
	Evidence of appropriate Licences and Insurance (minimum of \$10M)
	Evidence of compliance with Occupational Health and Safety Systems
Delivery	Professional, technical and equipment resources to carry out the works to the standards specified
Social	Local employment growth or retention

## 8 SITE INSPECTION

Contractors are required to visit the Alpine Shire to carry out an inspection considered necessary to establish the extent of work.

These visits shall be made by appropriately qualified personnel who can take into account all aspects relating to the work.

The Contractor shall be deemed to have satisfied himself as to the nature and extent of the contract works.

No claim for extra payment or for extension of time will be allowed on the grounds that the Contractor was not conversant with the nature and extent of the work, or had encountered unexpected difficulty during the course of the work which could have been avoided by a closer examination of the site.

## 9 LODGING TENDERS

Envelopes containing tenders must be addressed with the cutout proforma below and either:

- deposited in the Tender Box, Bright Office, Great Alpine Road, Bright, before 5pm on the closing date ; or
- posted to the Tender Box, Alpine Shire Council, PO Box 139, Bright, so as to be received no later than that time.

✂ \_\_\_\_\_

**CONFIDENTIAL**  
**INVITATION TO TENDER No CT13/059**  
**CLOSING DATE : 4 DECEMBER 2013**

**TO**  
**THE TENDER BOX**  
**ALPINE SHIRE COUNCIL**  
**PO BOX 139**  
**BRIGHT VIC 3741**

For tenders sent by mail, the envelope containing the tender should be lodged at a post office counter. The counter officer at the post office should be requested to indicate on the article both the time and date of posting together with the officer's initials.

It is in the best interests of the Tenderer to use the specialised services of Australia Post (e.g. Priority Paid and Certified Mail) when submitting tenders by post.

## **9.1 LATE TENDERS**

Each tender which is not received by the closing time (5pm) on the nominated day, or which is not dispatched in "sufficient time" shall be deemed to be a late tender and will be rejected.

Tenders forwarded through the mail services of Australia Post and received after closing time will be considered only when the Tenderer provides explicit and conclusive evidence that the documents were dispatched in sufficient time to reach the Tender Box before the specified closing time and date.

"Sufficient time" means -

within the Alpine Shire - dispatched 24 hours prior to the specified closing time and date;

from other areas within Australia - dispatched 48 hours prior to the specified closing time and date.

Tenders in the form of letter only, or email must be received no later than the specified closing time and date. Tenders lodged by these means must include details of total price tendered or relevant rates where it is not feasible to calculate total price. Any such tender which is not confirmed by the receipt by the Alpine Shire Council of the original, completed and signed Tender Form and supporting documents by 12 noon, on the day after the closing date may be rejected. Any Tenderer who chooses to lodge a tender by email bears total responsibility for the accuracy, legibility, completeness and timeliness of the lodgement of that tender.

## **9.2 VALIDITY PERIOD**

Tenders shall remain valid and shall not be withdrawn, amended or varied except with the approval of the Contracts Officer, for the period of 60 days from the date by which tenders are returnable.

## **10 RIGHT TO ACCEPT PORTION OF TENDER**

The Alpine Shire Council shall not be bound to accept the lowest or any tender and reserves the right to accept more than one supplier under this Contract.

## **11 CANVASSING**

Canvassing of Councillors or Council Staff is not permitted and the tender of any tenderer who seeks to canvass a Councillor or Council Staff individually will not be considered.

## **12 DISCLOSURE OF INFORMATION**

The Freedom of Information Act 1982 gives members of the public rights of access to information in the possession of the Government of Victoria and other bodies constituted under the law of Victoria, limited only by exemptions and exceptions required for the protection of essential public interest and private and business affairs of persons in respect of whom information is collected and held by the Government of Victoria and other bodies constituted under the law of Victoria.

Until the Contract is awarded the Alpine Shire Council shall endeavour to maintain confidentiality of price and other information submitted by the Tenderers and Tenderers. Following determination of the short-list, unsuccessful Tenderers will be notified of the name of the successful Tenderers.



## ALPINE SHIRE COUNCIL

TENDER FORM

for

### Treatment and Recording of Weeds

Alpine Shire Council  
Great Alpine Road  
BRIGHT VIC 3741

Dear Sir,

According to and subject to the Conditions of Tendering, the undersigned hereby offers, for the respective prices and consideration as provided in the documents attached, to contract to carry out the Work described or referred to in the Alpine Shire Council's Invitation to tender No: CT13/059.

Dated this..... day of ..... 2013.

Full Name of Tenderer .....  
(Print)

A.C.N. ....

Address .....  
(Print) (Company Registered Address. If other than a company - address from which business operates. Not Post Office Box)

Postal Address .....

Telephone No ..... Facsimile No ..... Mobile No .....

email address .....

Whether Incorporated in Victoria: Yes/No

Authorised Signature: ..... Print Name .....

Issued: Wednesday 20 November 2013

Returnable: Not later than COB on Wednesday 4 December 2013  
in Tender Box, Bright Office  
PO BOX 139  
Bright VIC 3741 or Fax (03) 5755 1811

## **SCHEDULE 1 : PRICES**

Set out below are hourly rate prices for which the Contractor will apply herbicide treatment for weeds throughout the Alpine Shire, as specified in the contract document.

Item	Description	Qty	Price (excl. GST)	GST	Price (incl.GST)
1.0	Spray Unit – 1 person crew	Per Hour	\$	\$	\$
1.1	Spray Unit – 2 person crew	Per Hour	\$	\$	\$
1.2	Tractor/slasher & Operator	Per Hour	\$	\$	\$
1.3	Chipper & Operator	Per Hour	\$	\$	\$
1.4	Labour	Per Hour	\$	\$	\$
1.5	Cartage (truck & driver)	Per Hour	\$	\$	\$

## **ADDITIONAL INFORMATION**

Is the hourly rate charged from when you leave your depot?	Yes/No
If yes is that charged at the above hourly rate?	Yes/No
Where is your depot located?	

The rates shown above are all inclusive, fixed and firm for the term of the contract, and are deemed to include the Contractor's costs for :

- the provision of personnel and associated costs,
- Workcare, Payroll tax and superannuation contributions,
- Insurance premiums,
- plant and equipment,
- consumables (including fuel, etc.),
- all vehicle and personnel transport costs,
- all safety equipment,
- Goods and Services Tax, and
- overheads and profit.

## **SCHEDULE 2 : CHEMICALS**

Set out below are details of how the cost of chemicals will be charged.

2.0	Chemicals as required	Cost plus:	%
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**SCHEDULE 3 : TENDERERS PREVIOUS EXPERIENCE**

Tenderers are required to provide details of relevant Municipal experience, contracts with other Municipalities, and other Contracts or works previously performed, which were similar in nature to this Contract.

CUSTOMER	JOB DESCRIPTION	VALUE	DATE
RECENT EXPERIENCE			
EXPERIENCE IN NORTH-EAST VICTORIA			
How many years has the Tenderer been in business as a Contractor under its current business name ?			
How many years experience has the Tenderer had in the type of work it would be required to perform under the Contract ?			
In what other types of business has the Tenderer a financial interest ?			

**SCHEDULE 4 : INSURANCE ASSESSMENT INFORMATION**

The successful Tenderer shall have a current insurance policy that provides adequate cover against his liability under the contract.

To assist the Alpine Shire Council in its assessment of your Tender, please provide details of the insurance cover you currently hold. Evidence of insurance will also be required.



	Type of Policy	Policy No	Sum Insured	Excess	Period Insurance
1	<b>PROFESSIONAL INDEMNITY</b>				
2	<b>PUBLIC LIABILITY</b>				
3	<b>MOTOR VEHICLE (Third Party Property Damage)</b>				
4	<b>WORKCOVER</b>				
5	<b>DETAILS OF OTHER RELEVANT INSURANCES:</b>				

The Alpine Shire Council will require the successful Tenderer to have an endorsement in each relevant policy which states "Alpine Shire Council" is included as an interested party according to Clause D13.

Is this acceptable ..... YES / NO

#### **SCHEDULE 5 : PERSONNEL DETAILS**

Set out in this schedule, are the persons to be involved in the project (in addition, the tender shall also include the curriculum vitae of those listed persons).

Name	Company Position	Qualifications	Proposed Role	Brief of Experience

#### **SCHEDULE 6 : EQUIPMENT DETAILS**

Set out below is a list of the equipment to be used in the project.

Equipment description	Make and Model	Year of manufacture

**SCHEDULE 7 : OHS MANAGEMENT SYSTEM QUESTIONNAIRE**

NOTE: IF YOU HAVE BEEN A SUCCESSFUL ALPINE SHIRE COUNCIL TENDERER IN THE LAST 12 MONTHS, ONLY QUESTION ONE MUST BE ANSWERED. YOU ARE STILL REQUIRED TO COMPLETE THE QUESTION RELATING TO WORKSAFE VISITS/IMPROVEMENT NOTICES (QUESTIONS 6.4).

Tenderers shall complete the Tenderer OHS Management System Questionnaire and incorporate the completed document with their tender submission. Tenderers who do not complete the questionnaire shall be ineligible for selection. Tenderers will be required to verify their responses noted in the questionnaire by providing evidence of their ability and capacity in relevant matters. By submission of the tender and questionnaire the Tenderer acknowledges and confirms as accurate all details contained in the questionnaire and any verifying documents.

		Yes	No
<b>1</b>	<b>OHS Policy and Management</b>		
1.1	Is there a written company health and safety policy? <i>If yes provide a copy of policy.</i> Comments..... .....	<input type="checkbox"/>	<input type="checkbox"/>
1.2	Does the company have an OHS Management System certified by a recognised independent authority (e.g.: SafetyMAP)? <i>If Yes provide details</i> .....	<input type="checkbox"/>	<input type="checkbox"/>
1.3	Is there a company OHS Management System manual or plan? <i>If yes provide a copy of contents page(s).</i> Comments.....	<input type="checkbox"/>	<input type="checkbox"/>
1.4	Are health and safety responsibilities clearly identified for all levels of staff? <i>If Yes provide details:</i> .....	<input type="checkbox"/>	<input type="checkbox"/>
<b>2</b>	<b>Safe Work Practices and Procedures</b>		
2.1	Has the company prepared safe operating procedures or specific Safety instructions relevant to its operations? <i>If yes, provide a summary listing of procedures or instructions.</i> Comments..... .....	<input type="checkbox"/>	<input type="checkbox"/>
2.2	Does the company have any permit to work systems? <i>If Yes, provide a summary listing or permits:</i> ..... .....	<input type="checkbox"/>	<input type="checkbox"/>
2.3	Is there a documented incident investigation procedure? <i>If Yes provide a copy of a standard incident report form.</i>	<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? <i>If Yes, provide details</i> .....	<input type="checkbox"/>	<input type="checkbox"/>
2.5	Are there procedures for storing and handling hazardous substances? <i>If Yes, provide details:</i> ..... .....	<input type="checkbox"/>	<input type="checkbox"/>

		Yes	No
2.6	Are there procedures for identifying, assessing and controlling risks associated with manual handling? <i>If Yes, provide details.</i> .....	<input type="checkbox"/>	<input type="checkbox"/>
.....			
<b>3 OHS Training</b>			
3.1	Describe how health and safety training is conducted in your company. ....		
.....			
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"/>
.....			
<b>4 Health and Safety Workplace Inspection</b>			
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>If Yes, provide details</i> .....	<input type="checkbox"/>	<input type="checkbox"/>
.....			
<b>5 Health and Safety Consultation</b>			
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"/>
.....			
<b>6 OHS Performance Monitoring</b>			
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"/>
.....			

6.4 In the past 3 years has the company been issued a Stop Work Order or an Improvement Notice by WorkSafe?

Yes	No

**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			

<b>Certification</b>
The information provided in this questionnaire is an accurate summary of the company's occupational health and safety management system.
Company Name:.....
Signed:..... Name:.....
Position:..... Date:.....
<b>Contract Details</b>
Contract Name..... Contract Number:.....

**SCHEDULE 8: ENVIRONMENTAL MANAGEMENT SYSTEM QUESTIONNAIRE**

**NOTE: IF YOU HAVE BEEN A SUCCESSFUL ALPINE SHIRE COUNCIL TENDERER IN THE LAST 12 MONTHS, ONLY QUESTION ONE MUST BE ANSWERED. YOU ARE STILL REQUIRED TO COMPLETE THE QUESTION RELATING TO WORKSAFE VISITS/IMPROVEMENT NOTICES.**

Tenderers shall complete the Tenderer Environmental Management System Questionnaire and incorporate the completed document with their tender submission. Tenderers who do not complete the questionnaire shall be ineligible for selection. Tenderers will be required to verify their responses noted in the questionnaire by providing evidence of their ability and capacity in relevant matters. By submission of the tender and questionnaire the Tenderer acknowledges and confirms as accurate all details contained in the questionnaire and any verifying documents.

		Yes	No
<b>1 Environmental Policy and Management</b>			
1.1	Is there a written company environmental policy? <i>If yes provide a copy of policy.</i> Comments..... .....	<input type="checkbox"/>	<input type="checkbox"/>
1.2	Does the company have an Environmental Management System certified by a recognised independent authority (eg: Aust Standards, Vicroads)? <i>If Yes provide details</i> .....	<input type="checkbox"/>	<input type="checkbox"/>
1.3	Is there a company Environmental Management System manual or plan? <i>If yes provide a copy of contents page(s).</i> Comments..... .....	<input type="checkbox"/>	<input type="checkbox"/>
1.4	Are environmental responsibilities clearly identified for all levels of staff? <i>If Yes provide details:</i> .....	<input type="checkbox"/>	<input type="checkbox"/>
<b>2 Environmental Practices and Procedures</b>			
2.1	Has the company prepared environmental operating procedures or specific environmental instructions relevant to its operations? <i>If yes, provide a summary listing of procedures or instructions.</i> Comments..... .....	<input type="checkbox"/>	<input type="checkbox"/>
2.2	Does the company have any permit to work systems? <i>If Yes, provide a summary listing or permits:</i> ..... .....	<input type="checkbox"/>	<input type="checkbox"/>
2.3	Is there a documented incident investigation procedure? <i>If Yes provide a copy of a standard incident report form.</i>	<input type="checkbox"/>	<input type="checkbox"/>
<b>3 ENVIRONMENTAL Training</b>			
3.1	Describe how environmental training is conducted in your company. ..... ..... .....		
3.2	Is a record maintained of all training undertaken for employees in your company? <i>If Yes, provide examples of environmental training records</i> ..... ..... .....	<input type="checkbox"/>	<input type="checkbox"/>

**4 ENVIRONMENTAL Performance Monitoring**

**Yes      No**

4.1 Is there a system for recording and analysing environmental performance statistics?  
*If Yes provide details: .....*  
 .....

4.2 Are employees regularly provided with information on company environmental performance?  
*If Yes, provide details. ....*  
 .....

4.3 Has the company ever been convicted of an environmental offence?  
*If Yes, provide details. ....*  
 .....

Certification	
The information provided in this questionnaire is an accurate summary of the company's environmental management system.	
Company Name:.....	
Signed:.....	Name:.....
Position:.....	Date:.....
Contract Details	
Contract Name.....	Contract Number:.....

**SCHEDULE 9 : REFERENCES**

The Tenderer shall list in this schedule the names and telephone numbers of professional/relevant referees.

Name	Position	Organisation	Telephone

**SCHEDULE 10 : CONFLICT OF INTEREST**

I / We .....(Tenderer), the parties to this submission have considered the implications of making this submission, or of providing the services which are the subject of this tender and :

either :

have satisfied ourselves that no relationships exist between this company and any other company, body, association or like organisation or any individual or group of individuals who might have an interest in the subject of this tender.

or :

have identified the following relationships that might be considered as possible conflicts of interest (insert a statement of the relationship) :

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In the event of such relationship arising in the course of preparing a submission or after having presented a submission, the parties will immediately inform the Alpine Shire Council, which may take such action necessary to ensure that the outcome of the tender process is not compromised.

Signed :

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Dated:

**SECTION A : CONTRACT DETAILS**

**A1 CONTRACT TYPE**

The Contract will be based on an hourly rate for the treatment and recording of priority weeds throughout the Alpine Shire as set out in Schedule 1 and 2.

**A2 CONTRACT TERM**

The Contract term is defined as the spraying period commencing December 2013 and concluding June 2015.

The Contractor's obligations for the provision of services shall continue until the completion of the contact term.

**SECTION B : GENERAL CONDITIONS OF CONTRACT**

The printed General Conditions of Contract have not been annexed to this Contract. If the Contractor is not familiar with these conditions, a copy may be obtained, free of charge, from the Alpine Shire Council's Procurement Unit.

**SECTION C : CONTRACT MANAGEMENT**

**C1 THE COUNCIL**

For the purpose of this Contract and further to Clause 1.1 of the General Conditions of Contract, the Council shall be the Alpine Shire Council, Great Alpine Road, Bright.

**C2 THE SUPERVISOR**

For the purpose of this Contract and further to Clause 1.1 of the General Conditions of Contract, the Supervisor shall be Alpine Shire Council's Environment Officer or the duly delegated representative.

**C3 CORRESPONDENCE**

Correspondence from the Contractor shall be submitted as follows:

Alpine Shire Council  
Cameron Alexander  
Environment Officer  
PO Box 139,  
BRIGHT VIC 3741

FAX (03) 5755 1811  
TEL (03) 5755 0555



#### **C4 TERMS OF PAYMENT**

Payment will be made within 30 days of the date on which the Contractors properly rendered invoice is received by the Alpine Shire Council provided however, that the work has been carried out to the Alpine Shire Council's satisfaction.

#### **C5 TAX INVOICES**

The Alpine Shire Council will only accept accounts for payment in the form of a 'Tax Invoice' as defined in the relevant legislation.

#### **C6 SUBMISSION OF INVOICES**

The Contractor shall be entitled to submit one invoice per month or at the commencement of works.

To facilitate prompt payment of your account, correctly rendered invoices, must be forwarded as specified. A correctly rendered invoice must, at least, contain the following information :

- The Alpine Shire Council's contract number,
- A description of the Work,
- Extended amount,
- Copies of receipts for the materials used in the work, and
- Total invoice amount.

Invoice address :

Environment Officer  
Alpine Shire Council  
PO Box 139  
Bright VIC 3741

#### **C7 GOODS AND SERVICES TAX**

The prices set out in Schedule 1 are inclusive of the Goods and Services Tax, and exclusive of other taxes abolished with the introduction of the GST.

## **SECTION D : CONDITIONS AND CONSTRAINTS**

The Contractor shall comply with the following constraints.

### **D1 OCCUPATIONAL HEALTH & SAFETY REQUIREMENTS**

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. As a condition of this contract, Council requires that any Contractors or subcontractors that may be engaged to perform a service on its behalf, will at all times identify and exercise all necessary precautions for the health and safety of all persons including Contractor employees, Council employees and members of the public who may be affected by the services.

The Contractor will inform itself of all occupational health and safety policies, procedures or measures implemented or adopted by the Council and/or the occupiers of any premises at or within which the Contractor will perform works under this contract. 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 as they produce the highest level of health and safety.

The Contractor will forthwith comply with any and all directions by the Council relating to occupational health and safety.

### **D2 LEGISLATIVE COMPLIANCE**

The Contractor must comply with and ensure that its employees, subcontractors and agents comply with any Acts, regulations, local laws and by-laws, Codes of Practice, Australian Standards and Council OHS policy and procedures which are in any way applicable to this contract or the performance of the services under this contract.

#### **D2.1 Code of Practice for Hazardous Substances**

The Contractor must comply in all respects with the requirements set out in the Code of Practice for Hazardous Substances.

### **D3 CONTRACTOR OHS MANAGEMENT SYSTEMS**

The OHS management system of the Contractor must as a minimum requirement demonstrate compliance with all duties of an employer specified in the Occupational Health and Safety Act 2004.

The Contractor must when requested by Council, submit a complete copy of their company OHS management system documentation which must include as a minimum requirement:

- (a) OHS policy and objectives,
- (b) Organisation structure & responsibilities,
- (c) Safe work practices and procedures,
- (d) OHS training and induction,
- (e) OHS auditing & inspection procedures,
- (f) OHS consultation procedures, and
- (g) OHS performance monitoring.

### **D4 INCIDENT NOTIFICATION**

If the Contractor is required by the Occupational Health and Safety Act 2004 and Equipment (Public Safety) Regulations 2007 or by any other regulations to give any notice of an accident

occurring during the performance by the Contractor of works under the contract, the Contractor shall at the same time or as soon thereafter as possible in the circumstances give a copy of the notice to the Council.

The Contractor must promptly notify the Council of any accident, injury, property or environmental damage which occurs during the carrying out of the contract works. 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.

## **D5 NON COMPLIANCE**

If during the performance of works under the contract the Council informs the Contractor that it is the opinion of Council that the Contractor is:

- not conducting the work in compliance with health and safety management procedures, relevant legislation or health and safety procedures provided by Council from time to time, or
- conducting the work in such a way as to endanger the health and safety of Contractors employees or Council's or its Contractors' and subcontractors' employees, plant, equipment or materials,

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

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

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

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

## **D6 RISK ASSESSMENT**

The Contractor shall prepare and submit a Risk Assessment in accordance with AS/NZS 4360.2004 prior to commencing the works under the contract. The Risk Assessment Form shall be used to record the risk assessment and risk control methods to be employed by the Contractor.

The completed Risk Assessment shall be submitted to Council for review and approval prior to commencement of works under the contract.

## **D7 COMPETENCY OF PERSONS**

The Contract must ensure that people carrying out duties under the Regulations have the appropriate competency to enable them to perform tasks correctly including but not limited to:

- Knowledge of native vegetation identification
- Knowledge of weed identification
- Traffic Management Certificate
- Current Agriculture Chemical User Permit (ACUP)
- Chainsaw safety certificate (including cross cut and min Level 1 felling trees)

- Weed movement vehicle hygiene accreditation
- Provide evidence of working with a range of herbicides
- Knowledge of GPS usage and of GIS weed mapping.

These competencies may be acquired through training, education or experience or through a combination of these.

## **D8 USE OF HERBICIDES**

All weed species shall be treated with herbicide with active ingredients and at application rates in accordance with their label. The contractor must submit to the Supervisor all Material Safety Data Sheets for herbicides to be used as part of this contract.

Notwithstanding any other requirements stated in the Contract or stated by the manufacturer of the herbicides used, the Contractor shall not undertake herbicide spraying where prevailing weather conditions are likely to cause spray drift, and / or vapour drift into adjacent properties and/or to cause harm to human life, stock or native vegetation and/or to cause runoff into adjacent waterways.

No herbicide spraying shall occur in any areas within the limit of works where the adjacent land use includes organically farmed products without the prior approval of the Supervisor.

All costs associated with the rectification of damage caused by spray drift and/or vapour drift and/or runoff shall be borne by the Contractor. Protective Clothing must be worn by persons spraying herbicides, and the Supervisor may request the Contractor to cease spraying if he believes inadequate protective clothing is being worn.

All personnel involved in the storage, handling and application of herbicides shall hold appropriate licences for such works.

**Spraying of herbicide whilst seated within the cabin of any vehicle using handheld equipment shall not be permitted under any circumstances.**

## **D9 RECORDS AND RECORDING**

The Contractor shall keep records of all herbicides used, on a Herbicide Usage Record form. A copy of these forms must be forwarded to the Supervisor at the completion of the works.

Where directed by the Supervisor, each area of weed infestation treated shall be recorded using the Global Positioning System (GPS). GPS units shall be set to the GDA 94 datum and records shall be listed in co-ordinate format (Easting and Northing).

Records and mapping must be undertaken in accordance with weed recording guidelines as directed by the Supervisor. This includes, but not limited to, the following information:

- Road / Site Name (if applicable)
- Coordinates
- Species treated
- % density
- Date treated
- Herbicide used

## **D10 LICENCES**

The Contractor and its staff must possess appropriate current licences as required by legislation.

## **D11 REGISTRATION OF PLANT AND EQUIPMENT**

All equipment the Contractor uses must be registered and licensed as required by the relevant Authorities.

Plant and motor vehicles must be registered according to the Motor Car Act, be roadworthy and be comprehensively insured.

## **D12 SMOKING**

The Contractor and its representatives shall not smoke whilst in Shire buildings, nor shall they consume alcohol or any other substance which may reasonably be expected to unduly affect their performance of works under this contract.

## **D13 INSURANCES**

### **D13.1 Public Liability Insurance – (Principals Indemnity)**

The Contractor shall, at all times during the Contract Term, be the holder of a current Public Liability Policy of insurance (“The Public Liability Policy”) in respect of the activities specified in the Contract in the name of the Contractor providing coverage for \$10M. The Public Liability Policy shall be effected with an insurer approved by the Principal.

The Public Liability Policy shall cover such risks and be subject only to such conditions and exclusions as are approved by the Principal and shall extend to cover the Principal in respect to claims for personal injury or property damage arising out of the negligence of the Contractor.

### **D13.2 Principals Indemnity Endorsement.**

The Contractor shall provide a copy of his current Public Liability Certificate of Currency/Policy, endorsed as follows:

“Special Provision: in interest of the Alpine Shire Council as a Principal is hereby noted.”

The Policy is extended to indemnify the Alpine Shire Council in respect of any claim indemnifiable under the policy brought in respect of personal injury or damage to property caused by an occurrence arising directly and solely out of the negligent acts, errors or omission of the Insured. This extensions does not extend to any negligent acts, errors or omissions of the insured.

### **D13.3 Professional Indemnity Insurance (If required) Obligation to Insure.**

The Contractor shall, at all times during the Contract Term, be the holder of a current Professional Indemnity Policy of Insurance (“the Professional Indemnity Policy”) in respect of the activities specified in the Contract in the name of the Contractor providing coverage for an amount of \$5M. The Professional Indemnity Policy shall be effected with an insurer approved by the Principal.

### **D13.4 Contractors Professional Indemnity**

The Contractor shall provide a copy of his current Professional Indemnity Certificate of Currency/Policy, endorsed as follows:

“Special Provision: in interest of the Alpine Shire Council as a Principal is hereby noted.”

The Policy is extended to indemnify the Alpine Shire Council in respect of any claim indemnifiable under the policy caused by an occurrence arising directly and solely out of the negligent acts, errors or omission of the Insured.”

#### **D14 PRINCIPALS INDEMNITY**

The Contractor agrees to indemnify and to keep indemnified the Principal, its servants and agents, and each of them from and against all actions, costs, claims, charges, expenses, penalties, demands and damages whatsoever which may be brought or made or claimed against them, or any of them, arising from the Contractors performance or purported performance of its obligations under this Contract and be directly related to negligent acts, errors or omission of the Contractor.

#### **D15 HOLD HARMLESS**

The Contractor agrees to hold harmless the Council, its servants and agents, and each of them from and against all claims resulting from damage, loss, death or injury whatsoever which may otherwise be brought or made or claimed by the Contractor against the Council.

#### **D16 CODE OF CONDUCT**

The Contractor shall ensure that he and any sub-contractors behave ethically and :

- a) adhere to awards and formal agreements,
- b) prohibit the paying of ‘cash in hand’, or in kind, for the purpose of avoiding Statutory requirements, and
- c) comply with all relevant legislation in regard to the makeup of employee wages and salaries.

#### **D17 CONFIDENTIALITY AND PRIVACY**

The Contractor its employees, agents, directors, partners, shareholders or consultants shall not disclose to any person, any Confidential Information relating to the Alpine Shire Council or the affairs of others which may have come to its or their knowledge as a result of any Agreement.

The contractor shall be bound by the Information Privacy Act 2000 and any applicable Code of Practice with respect to any act done or practice engaged in by the Contractor for the purposes of this Agreement in the same way and to the same extent as the Alpine Shire Council would have been bound by the Information Privacy Act 2000 and any applicable Code of Practice in respect of that act or practice had it been directly done or engaged in by the Alpine Shire Council.

## **SECTION E : WORK DESCRIPTION AND PERFORMANCE REQUIREMENTS**

### **E1 WORK DESCRIPTION**

The work to be carried out by the Contractor comprises the treatment and recording of priority weeds throughout the Alpine Shire as set out in Schedule 1 and 2.

The Contractor shall carry out works as directed upon by the Supervisor.

### **E2 DETERMINING THE EXTENT OF THE WORK**

At the commencement of individual projects, on a date agreed upon by both parties, the Contractor and the Supervisor shall tour the work area to confirm the extent of the work.

### **E3 RESPONSIBILITY FOR DAMAGE**

It shall be the Contractor's responsibility to ensure that no personal injury, property damage or environmental damage is caused in carrying out the Work.

The Contractor shall make good any such damage at his expense.

### **E4 MATERIAL SAFETY DATA SHEET**

The Contractor must provide the Supervisor with accurate MSDS for each chemical used according to legislation and ensure MSDS sheets are kept and are available to staff at all times.

### **E5 OPERATING HOURS**

All work shall be carried out during Council's normal business hours of 7.30am to 5.30pm weekdays (except Public holidays), unless otherwise directed in writing by the Supervisor.

### **E6 RESTRICTION ON PLANT**

Prior to transporting any equipment onto the site from outside the local region, the items must be cleaned of all dirt and vegetation matter so as to reduce the risk of importation of noxious weeds.

### **E7 MATERIALS**

Unless otherwise stated, the Contractor shall supply all chemicals to complete the job according to Schedule 2.

All material supplied by the Contractor shall be of first class quality, and subject to inspection and approval by the Supervisor.

The Contractor shall provide copies of material test certificates to the Supervisor for acceptance, when required, and prior to the commencement of the work.

### **E8 MACHINE AND OPERATOR**

Plant provided under this Contract must be :

- fully roadworthy (where applicable), and
- maintained in good mechanical condition.

The Operator provided under this Contract shall be suitably qualified and licenced in accordance with the relevant Acts and Regulations, to operate the specified plant.

## **E9 PERSONNEL PROTECTIVE EQUIPMENT**

The Contractor must ensure that:

- operators wear appropriate Personnel Protective Equipment at all times, and
- operators always operate plant in accordance with the requirements of the Occupational Health and Safety Act, 2004 and the OHS Regulations, 2007.

## **E10 TRAFFIC CONTROL**

The Contractor shall provide all signage, barricades, staff and equipment necessary to complete the works in a safe and orderly manner with minimum disruption to traffic and the public in general. All signage and warning devices shall comply with the provisions of the Roadworks Signing Code of Practice.

## **E11 PERFORMANCE MEASUREMENT**

The Contractor's performance will be continuously measured by the standards set out in Attachment 3.

## **E12 UNSATISFACTORY PERFORMANCE**

### **E12.1 NOTIFICATION OF CONTRACTOR**

Should the Contractor default in the performance or observance of any obligation it has under this contract, then the Supervisor shall notify the Contractor in writing of its non compliance with this contract, and direct the Contractor to remedy the work within the time nominated.

### **E12.2 DEFAULT BY THE CONTRACTOR**

Should the Contractor default in the performance or observance of any obligation it has under this contract, and fail to remedy the work according to clause E12.1, then the conditions of clause 6 of the General Conditions of Contract shall apply.

## **E13 ATTACHMENTS**

1. Quality and Cost Standards.
2. Risk Assessment.
3. Risk Assessment Form.



## Attachment 1 : QUALITY AND COST STANDARDS

The Service Provider's performance will be continuously measured by the following quality standards :

TARGET QUALITY STANDARD		QUALITY OUTCOME		Source of data
<i>qs1</i>	Commencement of the work at the agreed time.	<i>qo1</i>	Control of the infestation.	Inspection by the Supervisor, and Community feedback.
<i>qs2</i>	Completion of the work by the agreed time.			
<i>qs3</i>	A minimum 90% kill rate target, with no "native non-target kills".			
<i>qs4</i>	Missed areas = 0.			
<i>qs5</i>	Damage to third party property = 0.			
<i>qs6</i>	Compliance with safe operating procedures and codes of practice = 100%.			
<i>qs7</i>	Adherence to contractual requirements = 100%.			
<i>qs8</i>	Supervisor's satisfaction with the quality of work = 100%.			

The Service Provider's performance will be continuously measured by the following cost standards :

TARGET COST STANDARD		COST OUTCOME		Source of data
<i>cs1</i>	Invoiced cost of treatments ≤ contractual amount.	<i>co1</i>	Cost effective service.	Contract, invoices and Contractor's account statement.
<i>cs2</i>	Price related contract variations = 0.			

The attached Risk Assessment Form shall be completed by the successful Contractor in relation to the contract works and submitted to Council for approval prior to commencement.

The primary objectives of the Risk Assessment are to :

- identify hazards associated with contract tasks and activities,
- determine the level of risk, and
- establish appropriate risk control measures.

Each major or significant task or activity associated with the contract shall be assessed in terms of the associated hazards. When all hazards have been identified the most likely outcome as a result of an incident shall be determined.

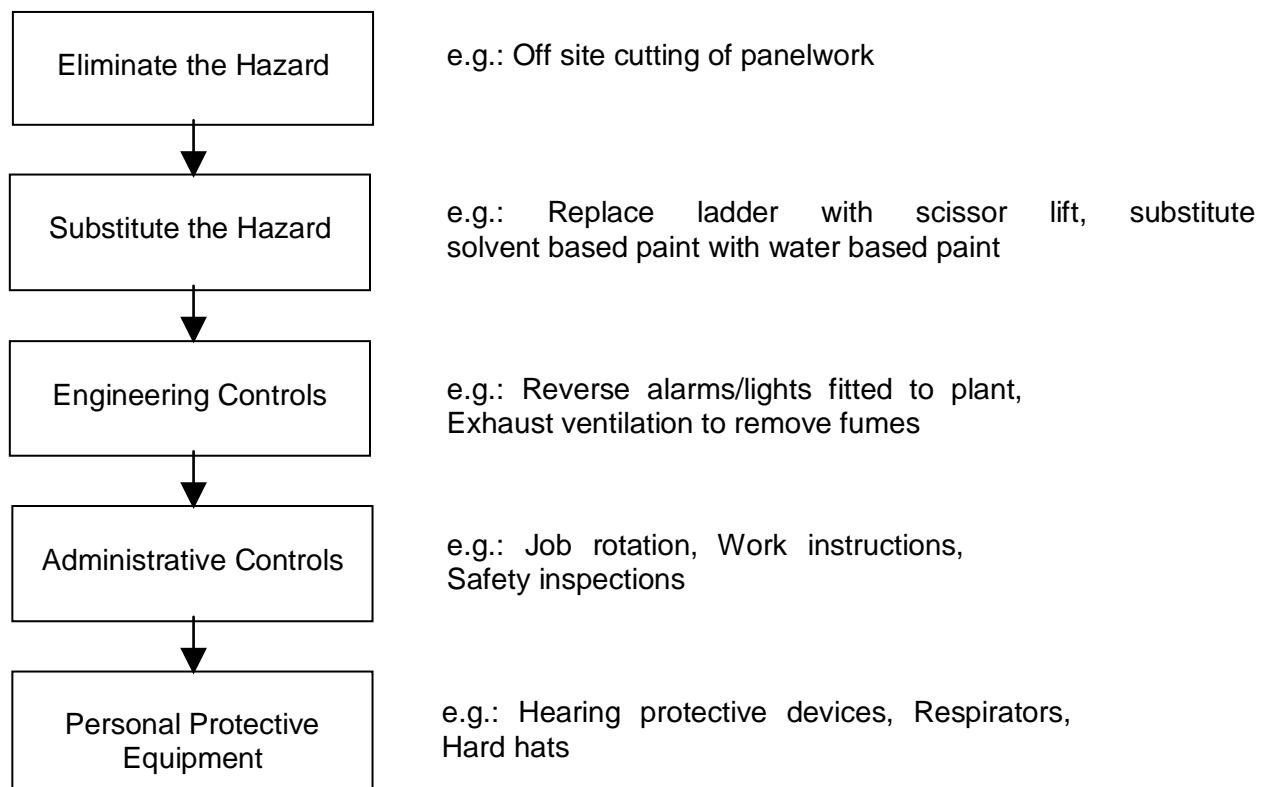
Risks shall be classified according to the following schedule:

Class 1: potential to cause death or permanent injury to one or more people.

Class 2: potential to cause one or more lost time injuries.

Class 3: potential to cause an injury treatable with first aid.

A primary goal shall be to eliminate Class 1 and 2 risks associated with the contract and should be a major focus of the Risk Assessment. Contractors should detail risk control measures, which adequately address all identified Class 1 and 2 risks. When determining risk control strategies, the hierarchy of controls summarised below should be considered:



Where safe work procedures or instructions are developed they must clearly spell out the work sequence, highlighting the procedures required to adequately control each Class 1 and Class 2 risk identified in the risk assessment. All employees involved in the activity shall receive appropriate training in the safe work procedure.

The Risk Assessment shall be completed on the Risk Assessment Form evaluating the full scope of work associated with the contract. Additional risk assessments may be undertaken during the course of the contract as required (i.e. work undertaken by subcontractors).

The Risk Assessment Form requires the Contractor to complete the following :

(i) Specific Task/Activity

The Contractor should document each major task associated with the contract. This should consider the sequential aspects of the work to be performed from contract commencement to finalisation of the contract.

(ii) Potential Hazards

The Contractor should identify the particular hazards associated with each activity or task to be carried out.

(iii) Class of Risk

Each hazard should be evaluated as a level of risk, described as Risk Class 1, 2 or 3 defined above. Classification in this way provides an indication of priority in terms of determining risk control measures.

(iv) Control Measure

The Contractor should identify and document what actions are necessary to eliminate or minimise the hazards that could lead to accident, injury or occupational illness.

**RISK ASSESSMENT FORM**

*Attachment 3*

<b>Contractor:</b>	
<b>Contract:</b>	
<b>Contractor's Representative:</b>	
<b>Telephone:</b>	<b>Fax:</b>
<b>Signature:</b>	<b>Date:</b>

<b>Contract Manager:</b>	
<b>Contract No:</b>	
<b>Telephone:</b>	<b>Fax:</b>
<b>Signature:</b>	<b>Date:</b>

<b>Specific Task/Activity</b>	<b>Potential Hazards/Consequences</b>	<b>Class of Risk</b>	<b>Control Measures</b>