



SWAN HILL RURAL CITY COUNCIL

**CLEANING OF COUNCIL BUILDINGS, PUBLIC
TOILETS & BBQ'S**

CONTRACT 14 3761 01

TENDER DOCUMENTS – SERVICES LONG FORM

PREAMBLE

Introduction

The accompanying documents contain the Tender Conditions, General Conditions of Contract, Occupational Health and Safety Requirements and Specification necessary for you to consider and price the project.

Contract description

Council is seeking to award lump sum fixed price contract/s for the programmed cleaning of designated Council buildings, public toilets and BBQ's throughout the municipality.

The contract/s will be lump sum fixed price based on a schedule of prices, which will apply to response cleaning and designated special events.

The contractor/s are to provide all management, administration, supervision, labour, materials, plant and equipment, communications, staff training and all activities and costs associated with the delivery of the requirements under this contract.

Council may select more than one tenderer for this contract

Contract period

This contract is for a period of five years, with an option for an extension of three years at the sole discretion of Council.

At the completion of the third year, after consultation and negotiation with the contractor, Council will consider the three year extension option. The purpose of this initiative is to allow the contractor to review the provision of plant and equipment knowing whether or not the contract will be extended.

It is anticipated that the successful tenderer/s will commence on 1 July 2014.

The documents

The documents making up the tender the documents are:

- These introductory notes
- Tender Conditions
- General Conditions of Contract
- Occupational Health and Safety Requirements
- Specification
- Locality Plans
- Facility Plans

Addenda to Tender Documents

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

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

Tender Briefing/Site Inspections:

It is anticipated no tender briefing session will be conducted however the sites will be available for inspection by prior arrangement by emailing to tenders@swanhill.vic.gov.au.

Enquiries concerning this request for tender should be made to:

Eleanor Smith
Contracts Administrator
45 Splatt Street
(PO Box 488)
SWAN HILL VIC 3585
Telephone: (03) 5036 2406
Mobile: 0448 016 609
Email: tenders@swanhill.vic.gov.au

Address tenders to:

Tenders must be submitted in a sealed envelope endorsed "Confidential Tender 14 3761 01" and

Either placed in the Tender Box at: OR

Municipal Offices
45 Splatt Street
Swan Hill
VICTORIA 3585

Forwarded by Mail to:

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

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

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

Closing Date

2pm, Thursday 22 May 2014

TENDER CONDITIONS

SECTION 1

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1 INTRODUCTION

1.1 Interpretation

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

1.2 Definitions

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

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

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

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

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

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

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

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

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

2 NATURE OF CONTRACT

2.1 Services to be Performed

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

2.2 Location of Services

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

2.3 Tenderer to make Enquiries

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

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

2.4 Contact Staff

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

3 TENDERS

3.1 Form of Tenders

These Tender Conditions with Schedules 2, 3, 4, 5, 6 & 7 completed will constitute a tender.

3.2 Place to Lodge Tenders

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

3.3 Time for Lodging Tenders

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

3.4 Number of Copies

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

3.5 Late Tenders

The Council will not consider late tenders.

3.6 Council not Bound to Accept Tender

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

3.7 Non-Conforming Tenders

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

3.8 Withdrawal of Tenders

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

3.9 Tenders from Council Staff

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

3.10 No Collateral Contract

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

4 INFORMATION

4.1 Questionnaire

Tenderers must:

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

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

4.2 Additional Documentation and Information

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

5 FINANCIAL VIABILITY

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

6 EVALUATION OF TENDERS

6.1 Evaluation Criteria

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

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

6.2 Post-Tender Submissions

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

Should a tenderer fail to -

6.2.1 submit the additional information so required by; or

6.2.2 attend personally to discuss its tender at -

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

6.3 Rectification of Errors and Omissions

The Council reserves the right to:

6.3.1 check tenders for errors and omissions;

6.3.2 by agreement with a tenderer, amend a tender price or rate submitted by a tenderer to remedy the effect of any errors or omissions in the calculation of the tender price or rate; and

6.3.3 by agreement with a tenderer, otherwise amend the tender of the tenderer to remedy the effect of any errors or omissions.

6.4 Competitive Neutrality

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

7 ACCEPTANCE OF TENDER

7.1 Acceptance of Tender

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

7.2 Guarantee

Tenderers are advised that the Council may accept a tender on condition that a guarantee in respect of the Contractor's obligations under the Contract, in the form of the Deed of Guarantee annexed to the General Conditions of Contract forming part of the Contract Documents, is executed by persons or bodies corporate specified in the Council's acceptance. The successful tenderer will be required to determine if it is willing to undertake the Contract on this condition within a fixed time.

8 PROBITY OF TENDER PROCESS

8.1 Statutory Declaration

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

8.2 Canvassing

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

8.2.1 any member of the Council's staff; or

8.2.2 councillor of the Council;

individually:

8.2.3 to solicit support for their tenders; or

8.2.4 otherwise seek to influence the outcome of the tender process.

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

9 CODE OF TENDERING

9.1 Code of Tendering

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

SCHEDULE 1

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

Cleaning of Council Buildings, Public Toilets and BBQ's

The location at which the Services are to be provided under the Contract is (clause 2.2):

At designated locations throughout the municipality

The member or members of the Council's staff is or are (clause 2.4):

Eleanor Smith, Contracts Administrator

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

Tenders must be submitted in a sealed envelope endorsed "Confidential Tender 14 3761 01" and

Either placed in the Tender Box at: OR

Municipal Offices
45 Splatt Street
Swan Hill
VICTORIA 3585

Forwarded by Mail to:

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

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

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

2pm, Thursday 22 May 2014

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

Four copies (three bound & one unbound)

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

As specified in the documentation

The evaluation criteria are (clause 6.1):

Price

Availability of Appropriate Skills & Resources

Quality Systems

Occupational Health and Safety

Track Record

Social & Economic Benefit to the Swan Hill Municipality

Environmental sustainability

SCHEDULE 2

TENDER

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

Swan Hill & surrounding district facilities:

Facility Description	Monthly Lump Sum	Annual Lump Sum
Council Occupied Buildings	\$	\$
Council Owned Facilities	\$	\$
Public Toilets & BBQ's	\$	\$
Total Contract Price (GST Exclusive)	\$	\$

Robinvale & Manangatang facilities:

Facility Description	Monthly Lump Sum	Annual Lump Sum
Council Occupied Buildings	\$	\$
Council Owned Facilities	\$	\$
Public Toilets & BBQ's	\$	\$
Total Contract Price (GST Exclusive)	\$	\$

The above prices are based upon the prices quoted in Schedule 3 of this tender.

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

Name and address of tenderer:

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

DATED 20

SCHEDULE 2 CONT'D...

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

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

_____ Director

_____ Secretary

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

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

_____ Director

_____ Full Name

_____ Usual Address

_____ Director (or Secretary)

_____ Full Name

_____ Usual Address

SCHEDULE 2 CONT'D...

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

4. Tenderer is an individual:

SIGNED SEALED AND DELIVERED)

by _____)

in the presence of:)

Witness



SCHEDULE 2 CONT'D...

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

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

Witness

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

Witness

SCHEDULE 3

PRICING ASSESSMENT OF EACH DESIGNATED BUILDING ASSET

Section 1 Council Occupied Buildings

Swan Hill & surrounding district facilities

Location	Asset	Total Monthly Lump Sum \$
45 Splatt Street Swan Hill	Municipal Offices	\$
126-134 Beveridge Street Swan Hill	Municipal Offices	\$
2-10 McCrae Street Swan Hill	Economic Development Unit	\$
53-67 Campbell Street Swan Hill	Swan Hill Regional Library	\$
	Bookmobile	\$
56 Saleyards Road Swan Hill	Swan Hill Depot - Office	\$
	Swan Hill Depot – Workshop & Amenities Building	\$
116 Karinie Street Swan Hill	Stock Selling Complex Canteen Amenities	\$
	Stock Selling Complex Toilets - Rear	\$
40 Saleyards Road Swan Hill	Stock Selling Complex Toilets – Truck Wash	\$
125 Monash Drive Swan Hill	Swan Hill Regional Art Gallery	\$
154 Curlewis Street Swan Hill	Maternal Child Health	\$
51b Monash Avenue Nyah West	Maternal Child Health	\$
11 McCalman Street Woorinen South	Maternal Child Health	\$
29 Lalbert Street Lake Boga	Maternal Child Health	\$
50-52 Campbell Street Swan Hill	Youth Centre	\$
River Street Nyah	Nyah Community Centre	\$
1 Wattle Street Manangatang	Manangatang Community Centre	\$
190 Back Boga Road Swan Hill	Swan Hill Aerodrome Terminal Building	\$
Monash Drive Swan Hill	Pioneer Settlement Court House	\$
Monash Drive Swan Hill	Pioneer Settlement Office (Ree's Building)	\$

SCHEDULE 3 CONT'D...

Robinvale & Manangatang

Location	Asset	Total Monthly Lump Sum \$
68 Herbert Street Robinvale	Robinvale Resource Centre	\$
5-7 Coach Road Robinvale	Robinvale Depot	\$

Additional Requirements

Description	Price
Response cleaning/Call outs	\$
Special Events	\$
Art Gallery Special Events	\$

NAME OF TENDERER: _____

SIGNATURE OF TENDERER: _____ DATE: _____
(or authorised representative)

SCHEDULE 3 CONT'D...

**Section 2 Council Buildings Occupied by Others
Swan Hill & surrounding district facilities**

Location	Asset	Frequency of Cleaning Requirements	Total Lump Sum Per Clean \$
53-57 McCallum Street Swan Hill	Town Hall	Section 1	\$
		Section 2	\$
		Section 3	\$
		Section 4	\$
		Section 5	\$
		Section 6	\$
		Section 7	\$
		Section 8	\$
		Annual	\$
29 Lalbert Street Lake Boga	Lake Boga Community Centre	Section 1	\$
		Section 2	\$
		Section 3	\$
		Section 4	\$
		Annual	\$
125 Curlewis Street Swan Hill	Senior Citizens Centre	Fortnightly	\$
		Annual	\$
Monash Drive Swan Hill	Pioneer Settlement Lodges		\$

Robinvale

Location	Asset	Frequency of Cleaning Requirements	Total Lump Sum Per Clean \$
42 McLennan Drive Robinvale	Robinvale Community Arts Centre	Section 1	\$
		Section 2	\$
		Section 3	\$
		Section 4	\$
		Section 5	\$
		Annual	\$
17 Robin Street Robinvale	Senior Citizens Centre	Fortnightly	\$
		Annual	\$

NAME OF TENDERER: _____

SIGNATURE OF TENDERER: _____ DATE: _____

(or authorised representative)

SCHEDULE 3 CONT'D...

Section 3 Public Toilets

Swan Hill & surrounding district facilities

Township	Location/Description	Total Lump Sum Per Month \$
Swan Hill		
	McCallum Street (opposite Town Hall)	\$
	Tourist Information Bay (Murray Valley Hwy)	\$
	McCrae Street	\$
	Riverside Park (Monash Drive)	\$
	Alan Garden Reserve (Stradbroke Ave)	\$
	Ken Harrison Reserve Rear Soccer (Yana Street)	\$
	Ken Harrison Reserve (Yana Street)	\$
	North Park Reserve (Nyah Road)	\$
	Showgrounds (North West Corner)	\$
	Showgrounds (South West Corner)	\$
	Showgrounds (CFA running track)	\$
	Pioneer Settlement Main Block	\$
	Pioneer Settlement Reception	\$
	Steggall Park (Parkside Drive, Tower Hill)	\$
	Swan Hill Aerodrome (190 Back Boga Road)	\$
Lake Boga		
	Catalina Park	\$
	Marraboor Street (Town Centre)	\$
	Lakeside Drive (Toilet Block 3)	\$
	Lakeside Drive (Toilet Block 4)	\$
	Lakeside Drive (Toilet Block 5)	\$
	Jacaranda Crescent	\$
	Marraboor Street (Football Grounds)	\$
	Murray Valley Hwy (Southern)	\$
Nyah West		
	Monash Avenue (Town Centre)	\$
Nyah		
	Murray Valley Highway (Toilet & BBQ shelter)	\$
	River Road (Recreation Reserve – North)	\$
	River Road (Recreation Reserve – South)	\$
Piangil		
	Hall Street (Bowling Club & Park)	\$
Woorinen South		
	Woorinen South Community Centre	\$

SCHEDULE 3 CONT'D...

Robinvale & Manangatang

Township	Location/Description	Total Lump Sum Per Month \$
Manangatang		
	Wattle Street (Town Centre)	\$
	Larundel Street	\$
Robinvale		
	River Street (across from Arts Centre)	\$
	Perrin Street (Caix Square)	\$
	Bromley Road (Tourist Information Centre)	\$
	Skate Park (Off Latje Road)	\$
	Recreation Reserve (Cricket Club off Robin Street)	\$

NAME OF TENDERER: _____

SIGNATURE OF TENDERER: _____ DATE: _____

(or authorised representative)

SCHEDULE 3 CONT'D...

Section 4 BBQ's

Swan Hill & surrounding district facilities

Township	Location/Description	Total Lump Sum Per Month \$
Swan Hill		
	Murray Valley Hwy (Tourist Information Bay)	\$
	Milloo Street (Rotary Park)	\$
	Marraboor Street (Michael Holmes Park)	\$
	Monash Drive (Riverside Park North)	\$
	Monash Drive (Riverside Park South)	\$
	Curlewis Street (Big Cod)	\$
	Parkside Drive (Steggall Park Tower Hill)	\$
	George Lay Park	\$
Lake Boga		
	Willakool Drive (Catalina Park)	\$
	Lakeside Drive (Foreshore Block 4)	\$
	Jacaranda Crescent (Jacaranda)	\$
	Marraboor Street (Gray Park)	\$
Nyah West		
	Monash Ave (Monash Ave Reserve)	\$
Nyah		
	Stradbroke Ave (Nyah Highway)	\$
Piangil		
	Beveridge Street (Memorial Park)	\$
Woorinen South		
	McCalman Street (Woorinen South Community Centre)	\$

Robinvale & Manangatang

Township	Location/Description	Total Lump Sum Per Month \$
Manangatang		
	Wattle Street (Lowan Park)	\$
Robinvale		
	Bromley Road (Rotary Park)	\$
	McLennan Drive (Riverside Park)	\$
	Murray Valley Hwy (Harradine Park)	\$
	McLennan Drive (The Cut)	\$

NAME OF TENDERER: _____

SIGNATURE OF TENDERER: _____ DATE: _____

(or authorised representative)

SCHEDULE 4 DETAILS OF TENDERER

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

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

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

Details provided by the Tenderer shall be treated as confidential.

Tenderers Name: _____

Registered Address: _____

Postal Address: _____

Telephone: _____

Facsimile Number: _____

Contact Person: _____

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

1. BUSINESS IDENTIFICATION

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

- Individual
- Partnership
- Limited Liability Company
- Other

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

If a Company:

Registered Name of Company _____

Trading Name of a Company _____

Australian Company Number _____

Address of Registered Office _____

Date Incorporated _____

SCHEDULE 4 CONT'D...

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

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

2. ORGANISATIONAL DETAILS

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

Detail the Proposed Staff for the contract:

Name	Title/Position

SCHEDULE 4 CONT'D...

3. BUSINESS HISTORY

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

Its present business name: _____

A former business name: _____

State former name/s: _____

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

4. ASSOCIATED BUSINESS

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

5. PLANT AND EQUIPMENT

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

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

6. FINANCIAL CAPABILITIES

Banker:

(Name, address and phone no.)

Accountant:

(Name, address and phone no.)

SCHEDULE 4 CONT'D...

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

YES NO

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

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

7. FINANCIAL INFORMATION

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

YES NO

If YES, give details:

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

YES NO

If YES, give details:

SCHEDULE 4 CONT'D...

8. PREVIOUS EXPERIENCE

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

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

Current Contracts:

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

Previous Contracts:

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

SCHEDULE 4 CONT'D...

10. OHS MANAGEMENT SYSTEMS

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

		YES	NO
1	OHS Policy and Management		
1.1	Is there a written company health and safety policy? If yes provide a copy of policy. Comments:	<input type="checkbox"/>	<input type="checkbox"/>
1.2	Does the company have an OHS Management System certified by a recognised independent authority (eg: SafetyMAP, NSCA)? <i>If Yes provide details</i>	<input type="checkbox"/>	<input type="checkbox"/>
1.3	Is there a company OHS Management System manual or plan? If yes provide a copy of contents page(s). Comments:	<input type="checkbox"/>	<input type="checkbox"/>
1.4	Are health and safety responsibilities clearly identified for all levels of staff? <i>If Yes provide details:</i>	<input type="checkbox"/>	<input type="checkbox"/>
2	Safe Work Practices and Procedures		
2.1	Has the company prepared safe operating procedures or specific safety instructions relevant to its operations? <i>If yes, provide a summary listing of procedures or instructions. Comments.</i>	<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"/>
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"/>

SCHEDULE 4 CONT'D...

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

SCHEDULE 4 CONT'D...

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

OHS Documentation

Attach the following documentation for preliminary evaluation:

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

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

- 10.1.1 _____

- 10.1.2 _____

- 10.1.3 _____

SCHEDULE 5
STATEMENT OF CONFORMANCE

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

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

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

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

NAME OF TENDERER: _____

SIGNATURE OF TENDERER: _____ DATE: _____

(or authorised representative)

SCHEDULE 6
RECEIPT OF ADDENDA

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

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

NAME OF TENDERER: _____

SIGNATURE OF TENDERER: _____ DATE: _____
(or authorised representative)

SCHEDULE 7 STATUTORY DECLARATION

I, _____

of _____

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

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

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

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

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

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

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

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

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

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

DECLARED at _____ in the _____)
State of Victoria this _____ day of _____)
2014 _____)

Before me:

Signature: _____ Full Name: _____

Address: _____

Qualifications: _____

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

GENERAL CONDITIONS OF CONTRACT – SERVICES

SECTION 2

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1 INTRODUCTORY ISSUES

1.1 Definitions

In this Contract, the following terms have the meanings indicated, unless inconsistent with the context:

the Annexure means the Annexure to these General Conditions of Contract - Services;

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

the Commencement Date means the date specified as such in the Annexure;

Confidential Information means all information and materials, in any form, not lawfully in the public domain, in the possession of or under the control of the Contractor or to which the Contractor gains access at any time (including the period preceding the execution of this Contract):

- (a) concerning the Council, its business, systems, customers, ratepayers, residents, properties, assets and affairs;
- (b) concerning the terms and subject matter of this Contract; or
- (c) which the Council nominates in writing to be confidential.

this Contract means the contract evidenced by the Contract Documents;

the Contract Documents means the documents specified as such in the Annexure;

Contract Material means all material in any form at all that is, pursuant to this Contract, produced by or provided to the Contractor (including material provided by or to an employee, agent or sub-contractor of the Contractor);

the Contractor means the party specified as such in the Annexure;

the Contractor's Plant means all or any of the vehicles, plant, implements, appliances and equipment used by the Contractor for carrying out its obligations under this Contract, whether or not owned by the Contractor;

Contractor's Representative has the meaning ascribed to it by clause 2.5.1.1;

the Contract Term has the meaning ascribed to it by clause 2.2.1;

the Council means the party specified as such in the Annexure;

Council Information System means any database or records created by or for the Council in connection with the subject-matter of this Contract;

Information Privacy Principles means the Information Privacy Principles under the *Information Privacy Act 2000*;

the Council Mark means the name and each and every trademark (whether registered or not) of, or used by, the Council from time to time during the Contract Term;

the Initial Contract Term means the period specified as such in the Annexure;

the Motor Policy has the meaning ascribed to it by clause 8.4;

Municipal District means the municipal district of the Council;

Normal Contact Hours has the meaning ascribed to it by clause 2.5.1.4;

OH&S means occupational health and safety;

Personal Information means information or an opinion (including information or an opinion forming part of a database), that is recorded in any form and whether true or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion;

Party's Representative means:

- (a) the Supervisor in respect of the Council; and
- (b) the Contractor's Representative in respect of the Contractor;

the Professional Indemnity Policy has the meaning ascribed to it by clause 8.3;

Public Holiday means a public holiday, within the meaning of the *Public Holidays Act 1993*, applying in the Municipal District;

the Public Liability Policy has the meaning ascribed to it by clause 8.2;

the Services means -

- (a) the performance of work;
- (b) the supply of materials; and
- (c) all other things required to be done -

under this Contract by the Contractor, as indicated in the Contract Documents, and includes any matters reasonably to be inferred from the Contract Documents or trade usage; and

the Supervisor means -

- (a) the person specified as such in the Annexure; or
- (b) any other person nominated in writing by the Council -

and includes any person:

- (c) to whom powers, duties or functions have been delegated by a person referred to in (a) or (b);
- (d) the authority of whom the Contractor has been notified; and
- (e) in respect of whom no notice of the revocation of his or her authority has been given to the Contractor.

1.2 Construction of Terms

In this Contract, unless inconsistent with the context:

- 1.2.1 headings and underlinings are for convenience only and do not affect interpretation;
- 1.2.2 words expressed in the singular include the plural and vice versa;
- 1.2.3 a reference to a gender includes a reference to each other gender;
- 1.2.4 where a term is assigned a particular meaning, other grammatical forms of that term have a corresponding meaning;
- 1.2.5 a reference to a person includes a reference to a firm, corporation or other corporate body and vice versa;
- 1.2.6 a reference to any Act, regulation, proclamation, planning scheme, local law or by-law includes all Acts, regulations, proclamations, planning schemes, local laws or by-laws amending, consolidating or replacing same;
- 1.2.7 a reference to an Act includes all regulations, proclamations, planning schemes, local laws and by-laws made under that Act;
- 1.2.8 a reference to a party in a document includes that party and its successors, permitted assigns, receivers, receivers and managers, liquidators, administrators and legal personal representatives; and
- 1.2.9 a reference to any document includes a reference to that document as amended, rectified or replaced from time to time and to any document so amending, rectifying or replacing the document.

1.3 Interpretation

1.3.1 Contract Interpretation

No rule of contract interpretation must be applied in the interpretation of this Contract to the disadvantage of one party on the basis that it prepared or put forward any document comprising part of this Contract.

1.3.2 Amendments

This Contract may be amended only by a written instrument duly executed by the parties.

1.3.3 Precedence

Should the Contract Documents contain any discrepancy or inconsistency, then, for the purpose of removing the discrepancy or resolving the inconsistency, the Contract Documents must take precedence in the order in which they are listed in the Annexure.

If the discrepancy is not removed or the inconsistency is not resolved by this method, the Supervisor must make a determination removing the discrepancy or resolving the inconsistency.

No determination by the Supervisor under clause 1.3.3 must be construed as giving rise to a variation under clause 5.1.1.

1.3.4 Severance

If a provision, or part of a provision, in this Contract is held to be illegal, invalid, void, voidable or unenforceable, that provision, or part of a provision, must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable.

If it is not possible to read down a provision, or part of a provision, as required in this clause, that provision, or part of a provision, is severable without affecting the validity or enforceability of the remainder of this Contract.

1.3.5 Whole Understanding

This Contract constitutes the whole understanding between the parties and embodies all terms and conditions under which the Services are to be performed by the Contractor. All previous negotiations and understandings between the parties on this subject matter shall cease to have effect from the date of this Contract.

1.3.6 Governing Law

The law of the State of Victoria governs this Contract and any legal proceedings or arbitration under this Contract.

1.3.7 Counting of Days

Where under any provision of this Contract, any notice is to be given, any payment is to be made or anything else must be done:

1.3.7.1 in a stated period of days, the stated number of days will exclude Saturdays, Sundays and Public Holidays. Any period of days is deemed to be consecutive if interrupted only by days which are not to be taken into account under this clause; and

1.3.7.2 on a Saturday, Sunday or Public Holiday. The notice may be given, the payment made or anything else done on the next day which is not a Saturday, Sunday or Public Holiday.

1.3.8 Counterparts

This Contract may be executed in any number of counterparts, all of which taken together constitute one (1) instrument.

1.3.9 Currency

In this Contract, a reference to "\$" or "dollars" is a reference to Australian dollars.

1.4 Relationship between the Parties

1.4.1 No Partnership

Nothing in this Contract shall operate or be deemed to create a partnership between any of the parties to this Contract.

1.4.2 Several and Joint Liability

If the Contractor consists of two or more parties, this Contract binds each of them severally and jointly.

1.4.3 Agency

The Contractor must not:

- 1.4.3.1 hold itself out as being an agent of the Council or being in any other way entitled to make any contract on behalf of the Council or to bind the Council to the performance, variation, release or discharge of any obligation; or
- 1.4.3.2 hold out its employees, sub-contractors or agents, or allow its employees, sub-contractors or agents to hold themselves out, as being employees or agents of the Council.

1.4.4 No Restriction of Council's Powers

This Contract does not fetter or restrict the powers or discretions of the Council in relation to any powers or obligations it has under any Act, regulation or local law that may apply to the Services, the Contractor or the Municipal District.

1.4.5 Contractor to Examine Information

The Contractor is deemed to have examined all information and to have made all enquiries relevant to its obligations under this Contract and to be aware of all risks, contingencies, costs, difficulties and other circumstances in any way connected with the performance of its obligations under this Contract.

1.4.6 No Waiver

No -

- 1.4.6.1 time or other indulgence granted by the Council to the Contractor;
- 1.4.6.2 variation of the terms and conditions of this Contract; or
- 1.4.6.3 judgment or order obtained by the Contractor against the Council -

will in any way amount to a waiver of any of the rights or remedies of the Council in relation to the terms of this Contract.

1.4.7 The Supervisor

The Supervisor must exercise any powers or functions conferred, and perform any duties imposed, on the Supervisor under clauses 1.3.3, 2.1.4, 4.3, 5.3, 6.4.3, 6.6.2, 10.2 and 9.3.2 reasonably and independently of the parties. Except as expressly provided in this clause or elsewhere in this Contract, the Supervisor may exercise any other powers conferred, and perform any other duties imposed or functions conferred, on the Supervisor in the Council's interests.

1.5 Notices

1.5.1 Method of Giving Notices

A notice required or permitted to be given by one party to another under this Contract must be in writing, addressed to the party to receive it, and:

- 1.5.1.1 handed to that Party's Representative;
- 1.5.1.2 delivered to that party's address;

- 1.5.1.3 sent by pre-paid mail to that party's address; or
- 1.5.1.4 transmitted by facsimile to that party's facsimile number.

1.5.2 Time of Receipt

A notice given to a party in accordance with sub-clause 1.5.1 must be treated as having been duly given and received:

- 1.5.2.1 if handed to the Party's Representative, immediately;
- 1.5.2.2 if delivered to a party's address, on the day of delivery;
- 1.5.2.3 if sent by pre-paid mail, on the third day after posting; or
- 1.5.2.4 if transmitted by facsimile to a party's facsimile number and a correct and complete transmission report is received, on the day of transmission.

1.5.3 Addresses and Facsimile Numbers of Parties

For the purposes of clauses 1.5.1 and 1.5.2, the address or facsimile number of a party is the address or facsimile number stated in the Annexure unless notice of another address or facsimile number has been given to the other party.

2 THE SERVICES

2.1 Work to be Performed

2.1.1 Contractor's Obligation

The Contractor must perform the Services during the Contract Term in accordance with the Contract Documents.

2.1.2 Notice of Default

If the Contractor fails to meet any of its obligations under Clause 2.1.1 for any reason, the Supervisor may, without limiting any other power of the Supervisor or the Council under this Contract or otherwise, give notice to the Contractor to remedy the default. Any notice given by the Supervisor under this clause may specify a time within which the default must be remedied.

2.1.3 Remediating of Default

If the Contractor fails to remedy a default in accordance with a notice issued by the Supervisor under clause 2.1.2, the Supervisor may arrange for the default to be remedied by others.

2.1.4 Cost of Remediating Default

Any costs or charges incurred by the Council in the remediating of a default under 2.1.3, as determined by the Supervisor, must be paid on demand by the Contractor to the Council or may be deducted from any moneys due or becoming due to the Contractor under this Contract at the option of the Council.

2.1.5 *Better Performance

The Supervisor may give such directions for the better performance of this Contract as the Supervisor considers appropriate. The Contractor must give effect to such directions as if they constituted express terms of this Contract, provided, however, that any directions giving rise to variations must be given under clause 5.1.

2.2 Contract Term

2.2.1 Extent of Contract Term

The Contract Term is the Initial Contract Term and any period for which the operation of the Contract is extended under clause 2.2.2 or clause 2.2.3, if any.

2.2.2 Extension of Contract - Short Term

The Council may, at its option, extend the operation of this Contract beyond the Initial Contract Term for a period that is not -

2.2.2.1 less than the minimum period specified in the Annexure; and

2.2.2.2 more than the maximum period specified in the Annexure -

from the end of the Initial Contract Term, if it gives the period of notice specified in the Annexure prior to the end of the Initial Contract Term of its intention to extend the operation of this Contract.

2.2.3 Extension of Contract - Long Term

The Council may, at its option, extend the operation of this Contract beyond the Initial Contract Term for a period not longer than the period stated in the Annexure from the expiration of the Initial Contract Term, if it gives notice of its intention to extend this Contract at least that period specified in the Annexure prior to the end of the Initial Contract Term.

2.2.4 Survival of Rights and Obligations

The rights and obligations of the parties under clauses 2.1.4, 2.6, 2.8, 2.9, 2.13, 4.2, 4.3, 6.2, 6.3, 6.4, 6.6.2, 7.1.3, 8.6, 9.3.2, 10.1.2, 10.1.4.2 and 11 shall survive the termination or expiry of this Contract.

2.3 Fees

The Contractor must pay all fees, charges and costs incurred in its performance of the Services, except as expressly stated otherwise in this Contract.

2.4 Reports

The Contractor must provide the Supervisor with written reports on any aspect of the Services if requested to do so by the Supervisor in writing.

2.5 Contractor's Representative

2.5.1 Appointment of Representative

The Contractor must:

2.5.1.1 appoint a competent person to be responsible for the day to day performance of the Services and the supervision of all persons employed or engaged in carrying out the Services (**Contractor's Representative**);

2.5.1.2 notify the Supervisor of the name of the Contractor's Representative prior to the Commencement Date;

2.5.1.3 notify the Supervisor immediately should a new Contractor's Representative be appointed; and

2.5.1.4 ensure that the Contractor's Representative is available and able to be contacted by the Supervisor during the hours specified in the Annexure (**Normal Contact Hours**).

2.5.2 Address and Telephone Numbers

The Contractor must:

2.5.2.1 prior to the Commencement Date, provide the Supervisor with:

2.5.2.1.1 the address and telephone number of the Contractor's Representative during Normal Contact Hours; and

2.5.2.1.2 a telephone number on which the Contractor's Representative may generally be contacted outside Normal Contact Hours; and

2.5.2.2 notify the Supervisor immediately of any change of address or telephone number of the Contractor's Representative.

2.5.3 Directions to Representative

Any direction, instruction, notice, determination, approval or other communication given to the Contractor's Representative is deemed to have been given to the Contractor.

2.5.4 Knowledge of Representative

Any matter within the knowledge of the Contractor's Representative is deemed to be within the knowledge of the Contractor.

2.6 The Media

The Contractor must:

- 2.6.1 not either itself or through its employees, agents or sub-contractors make any statement to the media on behalf of the Council or in relation to the performance of the Services;
- 2.6.2 refer all enquiries from the media relating to the performance of the Services to the Supervisor; and
- 2.6.3 notify the Supervisor immediately of any event arising in the course of performing the Services which may receive media attention.

2.7 Conflicts of Interest

- 2.7.1 The Contractor must immediately make a full disclosure in writing to the Council of the existence, nature and extent of any actual or potential conflict of interest that the Contractor, or any of its employees, agents or sub-contractors, may have between the Contractor's obligations under this Contract and the interests of:
 - 2.7.1.1 the Contractor, its employees, agents or sub-contractors;
 - 2.7.1.2 an associate of the Contractor, its employees, agents or sub-contractors;
 - 2.7.1.3 a company in which the Contractor, its employees, agents or sub-contractors are involved, whether as an officer, shareholder, employee or otherwise; or
 - 2.7.1.4 any other person with whom or which the Contractor or its employees, agents or sub-contractors have a financial or business association, whether directly or indirectly.
- 2.7.2 If the Contractor fails to comply with its obligations under clause 2.7.1, the Council may immediately terminate this Contract. If this Contract is terminated under this clause, clauses 6.2 and 6.4 will operate, to the extent that they are applicable, as if the termination had been made by the Council under clause 6.1.1.

2.8 Use of the Council's Name or Logo

The Contractor must not use a Council Mark without the prior written consent of the Supervisor, which may be given subject to such conditions as the Supervisor considers appropriate.

2.9 Confidentiality

2.9.1 The Contractor must:

- 2.9.1.1 keep confidential; and
- 2.9.1.2 not use or reproduce in any form

the Confidential Information without the written consent of the Supervisor, or as required by law.

- 2.9.2 Immediately upon receipt of the Supervisor's written request to do so, the Contractor must:
 - 2.9.2.1 deliver to the Council all Confidential Information in its possession that is capable of being delivered; and
 - 2.9.2.2 delete, erase, or otherwise destroy all Confidential Information contained in computer memory, magnetic, optical, laser, electronic, or other media in its possession or control which is not capable of delivery to the Council.

2.10 Intellectual Property

- 2.10.1 Subject to this clause, the property and copyright in all Contract Material will vest in the Council. The Contractor must ensure that any person, including employees, agents and sub-contractors, engaged by it in the provision of the Services agrees to assign to the Council all the property and copyright in the Contract Material.
- 2.10.2 Subject to this clause, the Contractor acknowledges that the Council has the property and copyright in any discoveries, inventions, patents, designs or other rights arising out of or in performance of this Contract.
- 2.10.3 Notwithstanding sub-clauses 2.10.1 and 2.10.2, nothing in this Contract affects or in any way alters the Contractor's ownership of or rights to any pre-existing intellectual property.
- 2.10.4 Except to the extent that the Contract Material contains the Contractor's rights arising from sub-clause 2.10.3, the Contractor will not use, reproduce or publish, other than for the Council, the Contract Material, without the prior written consent of the Supervisor.
- 2.10.5 The Contractor, in performing the Services, must use its best endeavours not to breach the intellectual property rights of any third party.

2.11 Maintenance of and Access to Council Information

2.11.1 Application of Clause

This clause and clauses 10.2 and 10.3 apply if, in this Contract, provision is made for the Contractor to have access to the Council Information System.

2.11.1.1 Council Information System

The Contractor shall:

- 2.11.1.1.1 maintain the existing Council Information System in an accurate and up-to-date condition;
- 2.11.1.1.2 not change the form or structure of the Council Information System without the prior written consent of the Council; and
- 2.11.1.1.3 provide information to the Council for inclusion in the Council Information System in a form required by the Council, upon demand, on the termination or expiry of the Contract or as otherwise agreed from time to time.

2.11.1.2 The property in the existing Council Information Systems is and will remain property of the Council.

2.11.1.3 The property in additions to or modifications of the Council Information System by the Contractor vests in the Council.

2.11.1.4 The Contractor must upgrade its own system to maintain compatibility to the Council Information System.

2.11.2 Protection of Information

The Contractor must protect the Council Information System from harm, including, but not limited to:

- 2.11.2.1 preventing unauthorised update;
- 2.11.2.2 employing appropriate back-up and recovery processes, (of which the detail of the back-up regime, the off-site storage environment and the security and documentation of the back-up process must be approved in advance by the Supervisor); and
- 2.11.2.3 minimising the risk of accidental damage, including the introduction of errors.

2.11.3 Inspection of Information Systems

2.11.3.1 The Contractor shall:

2.11.3.1.1 allow any person authorised by the Council to inspect and verify from time to time during the ordinary business hours of the Contractor all or any part of the Council Information System and any documents or data relating to it, and the Contractor must give any assistance necessary for the carrying out of such an inspection and verification and permit the taking of copies of any information or related documents or data; and

2.11.3.1.2 enable any person authorised by the Council to review the contents of the Council Information System and the processes for using and maintaining the Council Information System.

2.11.3.2 For the purposes of clause 2.11.3.1.2, review of the contents of the Council Information System may include, but is not limited to:

2.11.3.2.1 access to and analysis of manual records;

2.11.3.2.2 access to and analysis of databases;

2.11.3.2.3 access to and analysis of application programs; and

2.11.3.2.4 access to and analysis of back-up processes and documentation.

2.11.3.3 For the purposes of clause 2.11.3.1.2, review of the processes for using and maintaining the Council Information System includes, but is not limited to, observation testing and the conduct of interviews regarding processes and standards for:

2.11.3.3.1 granting and revoking access to data and application;

2.11.3.3.2 password usage;

2.11.3.3.3 data entry, including audit trails; and

2.11.3.3.4 analysis and correction of data errors.

2.12 Best Value Principles

2.12.1 The Contractor must, in performing or purporting to perform the Services, comply with the Best Value Principles.

2.12.2 The Contractor must indemnify and keep indemnified and hold harmless Council and its Commissioners, Councillors and all members of Council staff against any liability incurred or loss or damage suffered by the Council or its Commissioners, Councillors or members of staff arising out of the Contractor's failure to comply with the Best Value Principles when performing or purporting to perform the Services.

2.12.3 If, during the Contract Term, the Council gives notice to the Contractor that it proposes to:

2.12.3.1 evaluate the Contractor's performance of the Services by reference to the Best Value Principles; or

2.12.3.2 review what future options exist for the procurement of services of the kind performed under this Contract,

the Contractor must, upon receipt of a request from the Council so to do, supply the Council with such information as the Council reasonably requires to carry out the evaluation or review (as the case may be).

2.13 Information Privacy

2.13.1 The Contractor must, in respect of Personal Information held in connection with this Contract:

- 2.13.1.1 comply with the Information Privacy Principles with respect to any act done, or practice engaged in, by the Contractor, its employees and agents including, without limitation, using Personal Information only for the purposes of fulfilling the Contractor's obligations under this Contract and not disclosing Personal Information without the Supervisor's written authority except for the purpose of fulfilling the Contractor's obligations under this Contract;
 - 2.13.1.2 immediately notify the Supervisor where it becomes aware of a breach of clause 2.13.1.1 by the Contractor, its employees or agents; and
 - 2.13.1.3 indemnify and keep indemnified and hold harmless the Council and its Councillors and all members of Council staff against any liability incurred or loss or damage suffered by the Council or its Councillors or members of staff arising out of or in connection with a breach of clause 2.13.1.1 by the Contractor, its employees or agents.
- 2.13.2 If, during the Contract Term, the Council gives notice to the Contractor that it proposes to audit, either directly or through its auditors, the Contractor's information handling practices, the Contractor must provide all reasonable assistance to the party conducting such an audit.

3 STATUTORY AND AWARD OBLIGATIONS

3.1 Statutory Requirements

The Contractor must -

3.1.1 obey; and

3.1.2 ensure that its employees, sub-contractors and agents obey -

any Acts, regulations, local laws and by-laws in any way applicable to the performance of the Services or this Contract.

3.2 Awards and Agreements

Without limiting its obligations under clause 3.1, the Contractor must:

3.2.1 comply with the terms of any relevant Commonwealth and State awards in respect of its employees;

3.2.2 comply with any applicable certified agreement or Australian workplace agreement; and

3.2.3 ensure that any agents and sub-contractors of the Contractor also comply with the obligations imposed by clauses 3.2.1 and 3.2.2.

4 PAYMENTS

4.1 Payment

If the Contractor complies with its obligations under this Contract, the Council must make the payment or payments specified in the Annexure on the basis stated in the Annexure, provided that the Council is not required to make any payment to the Contractor in respect of any of the Services which are not performed or are not performed in accordance with this Contract.

4.2 Certification of Payments

Prior to receiving every payment under this Contract, the Contractor must certify to the Supervisor that it has:

4.2.1 paid all wages and allowances owing to any of its employees;

4.2.2 paid all amounts due to any party to which it has sub-contracted any of its rights and obligations under this Contract; and

4.2.3 made any payments that it is required to make in respect of the Contractor's Plant.

The Supervisor may require that any such certification by the Contractor is confirmed by a statutory declaration to the same effect by a person authorised to make such a declaration on the Contractor's behalf prior to the making of any payment to the Contractor under this Contract.

4.3 Council Power to Pay Employees and Sub-Contractors

If the Supervisor is of the opinion that -

- 4.3.1 any wages or allowances due to the Contractor's employees are unpaid;
- 4.3.2 the Contractor has failed to pay any amounts due to any party to which it has sub-contracted any of its rights and obligations under this Contract; or
- 4.3.3 the Contractor has failed to make any payment that it is required to make in respect of the Contractor's Plant -

the Council may:

- 4.3.4 deduct such amounts as appear to be due to the Contractor's employees or sub-contractors or to any third party with an interest in any of the Contractor's Plant from any payments to the Contractor under this Contract; and
- 4.3.5 withhold the moneys until it has been provided with evidence to the satisfaction of the Supervisor that all wages and allowances due to the Contractor's employees or amounts due to the Contractor's sub-contractors or such third parties have been paid. The Supervisor must give notice to the Contractor of the withholding of any moneys by the Council under this clause. If no such evidence is provided to the Supervisor within seven (7) days of the Council giving notice to the Contractor that it is withholding payment, the Council may pay to the Contractor's employees any wages and allowances, or to the sub-contractors and such third parties any amounts, which appear to be unpaid, to the extent of the moneys which have been withheld from payments to the Contractor.

Nothing in this clause in any way obliges the Council to make any payment to any of the Contractor's employees or sub-contractors or any other parties. Any payments that are made by the Council under this clause are deemed to have been made on behalf of the Contractor and the amount of the payments may be deducted by the Council from any amounts due to the Contractor under this Contract.

4.4 Goods and Services Tax

4.4.1 In this clause 4.4,

adjustment has the meaning set out in section 195-1 of *A New Tax System (Goods and Services Tax) Act 1999*;

adjustment note has the meaning set out in section 195-1 of *A New Tax System (Goods and Services Tax) Act 1999*;

GST means a Goods and Services Tax, Value Added Tax, Consumption Tax or tax of similar effect, whether authorised by *A New Tax System (Goods and Services Tax) Act 1999* or otherwise;

taxable supply has the meaning set out in section 195-1 of *A New Tax System (Goods and Services Tax) Act 1999*; and

tax invoice has the meaning set out in section 195-1 of *A New Tax System (Goods and Services Tax) Act 1999*.

4.4.2 To the extent that the performance of the Services constitutes a taxable supply,

4.4.2.1 if the payment or payments described in clause 4.1 has or have been described as exclusive of GST, the payment or payments will be increased by the applicable amount of GST (**GST Amount**) which will be calculated by multiplying the amount upon which GST is payable by the prevailing rate of GST;

- 4.4.2.2 the Contractor must provide to the Council a valid tax invoice at or prior to the time of payment of any GST Amount; and
- 4.4.2.3 and any adjustment occurs in relation to the taxable supply, the Contractor must issue an adjustment note to the Council within seven days of becoming aware of the adjustment, and any payment necessary to give effect of such adjustment must be made within seven days after the date of receipt of the adjustment note.

5 VARIATIONS

5.1 Direction of Variations

During the Contract Term, the Supervisor may direct the Contractor to:

- 5.1.1 alter the extent of the Services;
- 5.1.2 alter the character, quality or mode of performance of the Services; or
- 5.1.3 carry out any work of a character similar to the Services.

5.2 Variations not to Vitate Contract

The direction of a variation by the Supervisor under clause 5.1 will not in any way vitiate or invalidate the Contract.

5.3 Valuation of Variations

The value, if any, of any variation must be added to or subtracted from any payment to the Contractor under clause 4. The value of each variation must be determined by the Supervisor by applying:

- 5.3.1 any relevant rates or prices contained in the Contract Documents which are expressly stated to be provided for the purposes, or partly for the purposes, of this clause; or
- 5.3.2 reasonable rates or prices, if there are no rates or prices contained in the Contract Documents which are expressly stated to be provided for the purposes, or partly for the purposes, of this clause. If the variation involves a decrease in the Services or the omission of part of the Services, the Supervisor must make a reasonable allowance for the Contractor's profit and overheads.

5.4 Price Adjustment

All Lump Sums, Provisional Sums and rates submitted by tenderers shall be firm and fixed for twelve months from the Commencement Date and then subject to annual rise and fall adjustments on each anniversary of the Commencement Date during the Contract Term in accordance with the formula below. The rise and fall adjustments for **Lump Sums, Provisional Sums** and rates include Consumer Price Index (*All Groups Melbourne*) movements.

$$AR = R \{1 + (CPI B - CPI A) / CPI A\}$$

Where:

AR = the adjusted payment to be paid by Council for provision of the Services.

R = the payment to be paid by Council for provision of the Services at the Commencement Date.

CPI A = the Melbourne All Groups Consumer Price Index Number issued by the Australian Bureau of Statistics at the Commencement Date of the Contract.

CP1 B = the Melbourne All Groups Consumer Price Index Number issued by the Australian Bureau of Statistics at the time of adjustment.

6 DEFAULTS AND TERMINATION

6.1 Default by Contractor - Show Cause Notice and Suspension of Payment

Should the Contractor -

- 6.1.1 default in the performance or observance of any obligation it has under this Contract; or
- 6.1.2 refuse or neglect to carry out or give effect to any order, instruction, direction or determination which the Council or the Supervisor is empowered to give or make under this Contract and which is given or made in writing to the Contractor -

the Supervisor may, without limiting any other rights that the Council may have, give notice to the Contractor to show cause why the powers contained in this clause should not be exercised.

Such notice must:

- 6.1.3 not be unreasonably given;
- 6.1.4 indicate that it is a notice under this clause; and
- 6.1.5 specify the default, refusal or neglect on the part of the Contractor upon which it is based.

If, within seven (7) days after receipt of the notice, the Contractor fails to show cause which in the opinion of the Supervisor offers reasonable assurance that -

- 6.1.6 the default will be rectified; or
- 6.1.7 the Council's or Supervisor's order, instruction, direction or determination will be carried out or given effect to -

and this Contract satisfactorily completed in accordance with its terms, the Council, without prejudice to any other rights that it may have under this Contract or at common law against the Contractor, may -

- 6.1.8 suspend payment under this Contract; or
- 6.1.9 terminate this Contract -

by notice to the Contractor.

The suspension of payment under this clause by the Council, will not in any way affect the continuing obligations of the Contractor under this Contract. Suspension of payment may be continued until the default has been rectified or the order, instruction, direction or determination is carried out or given effect to.

6.2 Termination of Contract by the Council

If this Contract is terminated by the Council under clause 6.1 or otherwise:

- 6.2.1 the Council may itself or by engaging or employing any other person -
 - 6.2.1.1 complete the performance of the Services; or
 - 6.2.1.2 such part of the performance of the Services as the Council considers it desirable to complete -

which, so far as is practicable, must be carried out in accordance with this Contract, provided that the Council is not required to use the least expensive means of completing the performance of the Services; and

6.2.2 the Council may take possession of and permit other persons to use such of the Contractor's Plant as it considers necessary for the completion of:

6.2.2.1 the performance of the Services; or

6.2.2.2 such part of the performance of the Services as the Council considers it desirable to complete.

6.3 Possession of Contractor's Plant

6.3.1 No Agreement to Contrary

Subject to clause 6.3.2, the Contractor must not make any agreement or other arrangement under which any person would have rights to the possession of the Contractor's Plant in priority to the rights of the Council under clause 6.2.

6.3.2 Council May Approve Arrangements

Notwithstanding clause 6.3.1, the Council may approve in writing a lease, lease back, hire purchase, chattel mortgage, hire agreement or other financial arrangement between the Contractor and a third party (**the Third Party**) for any of the Contractor's Plant provided that the Council is provided in writing by the Contractor with:

6.3.2.1 the name and address of the Third Party;

6.3.2.2 written details of the proposed agreement or arrangement between the Contractor and the Third Party; and

6.3.2.3 a copy of a contract:

6.3.2.3.1 to which the Contractor, the Council and the Third Party are parties;

6.3.2.3.2 which secures the Council's rights under clause 6.2 in a manner acceptable to the Supervisor; and

6.3.2.3.3 which has already been executed by the Contractor and the Third Party.

6.4 Payments on Termination

6.4.1 Limit of Payments

If this Contract is terminated by the Council under clause 6.1 or otherwise, the Council is liable to make payments to the Contractor only in respect of:

6.4.1.1 any part of the Services which have been properly performed and not paid for at the date of termination; and

6.4.1.2 the use by the Council of the Contractor's Plant for the purpose of completing the performance of the Services or part of the Services (but without payment for fair wear and tear), except that the Council is not required to make any payment under clause 6.4.1.2 if a contract entered into under clause 6.3.2.3 requires the Council to make any payments to any other party in respect of the use of the Contractor's Plant for the purpose of completing the performance of the Services or part of the Services.

6.4.2 Payment for Losses and Expenses

If this Contract is terminated by the Council under clause 6.1 or otherwise, the Contractor must pay to the Council the amount of the loss and expenses incurred by the Council due to, or in connection with (including, without limitation, indirect losses, consequential losses and all legal costs on a full indemnity basis), the termination.

6.4.3 Supervisor's Determination

The amounts payable by the Contractor and the Council under clauses 6.4.1 and 6.4.2 must be determined by the Supervisor. The Supervisor must give notice of his or her determination under clause 6.4 to the Contractor. Subject to clause 6.4.4, any amounts payable under clause 6.4 must be paid within 14 days of the receipt of notice of the Supervisor's determination.

6.4.4 Council May Retain Moneys

The Council may retain any moneys payable to the Contractor under clause 6.4.1 until any amount payable by the Contractor to the Council under clause 6.4.2 has been determined by the Supervisor and paid by the Contractor. If the Council has taken possession of the Contractor's Plant under clause 6.2.2, the Contractor's Plant may be held as security for the payment of any amounts payable by the Contractor to the Council under clause 6.4.2.

6.5 Insolvency

If the Contractor -

6.5.1 being a person:

- 6.5.1.1 becomes bankrupt, or files or is served with a petition in bankruptcy;
- 6.5.1.2 is served with a bankruptcy notice;
- 6.5.1.3 makes an assignment for the benefit of his or her creditors;
- 6.5.1.4 becomes bound as a debtor by any scheme of arrangement;
- 6.5.1.5 executes as a debtor any deed of assignment or deed of arrangement; or
- 6.5.1.6 has a mortgagee or other creditor take possession of any of his or her assets;

6.5.2 being a partnership:

- 6.5.2.1 is dissolved;
- 6.5.2.2 any of the partners becomes bankrupt, or files or is served with, a petition in bankruptcy;
- 6.5.2.3 any of the partners is served with a bankruptcy notice;
- 6.5.2.4 any of the partners makes an assignment for the benefit of his or her creditors;
- 6.5.2.5 any of the partners becomes bound by any scheme of arrangement;
- 6.5.2.6 any of the partners executes, as a debtor, any deed of assignment or deed of arrangement; or
- 6.5.2.7 any of the partners has a mortgagee or other creditor take possession of any of his or her assets; or

6.5.3 being a company or other body corporate:

- 6.5.3.1 takes, or has taken or instituted against it, any action or proceeding, whether voluntary or compulsory, having as its object the winding-up of the company or other body corporate;
- 6.5.3.2 an administrator is appointed, or steps are taken for the appointment of an administrator, under Part 5.3A of the Corporations Law in respect of it;
- 6.5.3.3 enters into a composition or other arrangement with its creditors, other than a voluntary winding-up by members for the purpose of reconstruction or amalgamation;
- 6.5.3.4 has a mortgagee or other creditor take possession of any of its assets;
- 6.5.3.5 a receiver or receiver and manager is appointed, or steps are taken for the appointment of a receiver or receiver and manager, in respect of it; or
- 6.5.3.6 in the case of an incorporated association, takes or institutes, or has taken or instituted against it, any action or proceeding having as its object the cancellation of the incorporation of the incorporated association -

the Council may terminate this Contract immediately and clauses 6.2 and 6.4 will operate, to the extent that they are applicable, as if the termination had been made by the Council under clause 6.1.

6.6 Termination of the Contract by the Contractor

6.6.1 Contractor's Right to Terminate

If the Council has failed to pay to the Contractor any amount due under clause 4, other than an amount being the subject of a dispute or difference under this Contract or any legal proceedings commenced in respect of this Contract, within 14 days of any period for payment stated in the Annexure, the Contractor may give notice in writing to the Council stating that notice of termination under this Contract may be served if payment is not made within a further 14 days. If the Council fails to make payment within 14 days of the receipt of such notice, the Contractor may, by notice to the Council, either suspend the performance of the Services or terminate this Contract. Any suspension of the Services by the Contractor under clause 6.6.1 will not prevent it terminating this Contract during the period that the performance of the Services is suspended.

6.6.2 Payments upon Termination

Upon termination of this Contract by the Contractor under clause 6.6.1, without prejudice to the accrued rights or remedies of either party or the other liabilities of the parties under this Contract which may have accrued prior to termination, the Council must, after taking into account amounts previously paid under this Contract, make payments to the Contractor in respect of:

- 6.6.2.1 any portion of the Services which have been properly performed and not paid for at the date of the termination; and
- 6.6.2.2 the cost of materials or goods properly ordered for the performance of the Services by the Contractor for which the Contractor has paid, or for which the Contractor is legally bound to pay, provided that such goods and materials must, on the making of the payment by the Council, become the property of the Council and be transferred to the Council's ownership and possession by the Contractor.

The amount of any payments to be made by the Council under this clause and any steps required to effectively transfer ownership and possession of any materials or goods referred to in clause 6.6.2.2 (including the proportions in which each party to this Contract is to bear the costs of the taking of any such steps) must be determined by the Supervisor. Each party must take any steps determined by the Supervisor to effectively transfer ownership and possession of the material or goods under clause 6.6.2.2.

7 SUB-CONTRACTING, ASSIGNMENT AND EMPLOYEES

7.1 Sub-Contracting

7.1.1 General

The Contractor must not sub-contract the whole or any portion of its rights and obligations under this Contract, except with the prior written consent of the Supervisor, which may be given subject to such conditions as the Supervisor considers appropriate. Except in so far as any consent given by the Supervisor under clause 7.1.1 expressly provides otherwise, no sub-contractors will have any rights under this Contract against the Council or be entitled to receive any payments under this Contract from the Council.

7.1.2 Contractor to Provide Information

With any application for the consent of the Supervisor to any sub-contracting, the Contractor must provide any information required by the Supervisor, including, but not limited to, evidence that a proposed sub-contractor will be capable of performing any obligations of the Contractor under this Contract that it may be required to perform.

7.1.3 Contractor still to be Liable

Unless otherwise agreed in writing by the Supervisor, no sub-contracting of any rights or obligations of the Contractor under this Contract will relieve the Contractor from any liability under this Contract or at law in respect of the performance or purported performance of this Contract and the Contractor will be responsible for the acts and omissions of any sub-contractor, or any sub-contractor's employees and agents, as if they were the acts or omissions of the Contractor.

7.2 Assignment

7.2.1 General

The Contractor must not assign the whole or any of its rights under this Contract, except with the prior written consent of the Supervisor, which may be given subject to such conditions as the Supervisor considers appropriate. Except in so far as any consent given by the Supervisor under clause 7.2.1 expressly provides otherwise, no assignees will have any rights under this Contract against the Council or be entitled to receive any payments under this Contract from the Council.

7.2.2 Change in Beneficial Ownership

For the purpose of this clause, an assignment of this Contract includes any change in the beneficial ownership of the share capital of the Contractor, if it is a company, which alters the effective control of the Contractor.

7.3 Employees and Sub-Contractors

7.3.1 Employees

The Contractor must engage sufficient employees with adequate skills and training to perform the Services in an efficient manner.

7.3.2 Prohibited Behaviour

The Contractor must ensure that no employee, agent or sub-contractor of the Contractor -

- 7.3.2.1 consumes any alcoholic beverage;
- 7.3.2.2 is intoxicated; or
- 7.3.2.3 is under the influence of any drug which could impede his or her ability to safely or efficiently perform the Services -

while engaged in the performance of the Services or any related activities.

7.3.3 Conduct of Employees

The Contractor must ensure that all employees, agents and sub-contractors of the Contractor:

- 7.3.3.1 conduct themselves towards Councillors of the Council, the Council's staff and all members of the public in a civil and inoffensive manner; and
- 7.3.3.2 carry out their duties at all times with as little inconvenience and disturbance to others as possible and without causing any nuisance.

7.3.4 Directions of Supervisor

The Supervisor may, by notice to the Contractor, direct that any employee, agent or sub-contractor of the Contractor not be employed or engaged or continue to be employed or engaged in the performance of the Services or any related activities. The Contractor must comply with any such direction.

7.3.5 Appearance of Employees

The Contractor must ensure that all employees, agents and sub-contractors of the Contractor:

- 7.3.5.1 are attired in any manner specified in the Contract Documents;
- 7.3.5.2 comply with any directions of the Supervisor in respect of their personal appearance or attire concerned with matters of neatness, health or safety; and
- 7.3.5.3 carry an identity card, in a form approved by the Supervisor, and present the identity card for inspection on demand by any member of the Council's staff or member of the public.

8 INSURANCE AND INDEMNITY

8.1 Insurances and Indemnities

8.1.1 Accident Compensation Act

The Contractor must -

- 8.1.1.1 itself effect; and
- 8.1.1.2 ensure that each of its sub-contractors effects -

a WorkCover policy of insurance complying with the provisions of the *Accident Compensation Act* 1985 in respect of all of its employees.

8.1.2 Other Legislation

The Contractor must -

- 8.1.2.1 itself comply; and
- 8.1.2.2 ensure that each of its sub-contractors complies -

with any other workers' compensation legislation in force from time to time and must, in the absence of any such legislation, or if so directed by the Supervisor, insure against any claims that may be made in respect of the death of or injury to any of their employees.

Any such insurance must be -

- 8.1.2.3 for an amount;
- 8.1.2.4 with an insurer; and
- 8.1.2.5 in a form -to the satisfaction of the Supervisor.

8.2 Public Liability Insurance

8.2.1 Obligation to Insure

The Contractor must, at all times during the Contract Term, be the holder of a current public liability policy of insurance (the Public Liability Policy) providing coverage for an amount per event of at least that stated in the Annexure.

The Public Liability Policy must -

- 8.2.1.1 be effected with an insurer; and
- 8.2.1.2 cover such risks, and be subject only to such conditions and exclusions, as are -approved by the Supervisor.

8.2.2 Increase in Cover

On each anniversary of the Commencement Date until the completion of the Contract Term, the Contractor must increase the amount of coverage under the Public Liability Policy by at least the amount per event stated in the Annexure per year.

8.3 Professional Indemnity Insurance

8.3.1 Obligation to Insure

The Contractor must, at all times during the Contract Term, be the holder of a current professional indemnity policy of insurance in respect of the activities specified in the Annexure (**the Professional Indemnity Policy**) providing coverage for an amount per event of at least that stated in the Annexure.

The Professional Indemnity Policy must -

- 8.3.1.1 be effected with an insurer; and
- 8.3.1.2 cover such risks, and be subject only to such conditions and exclusions, as are -approved by the Supervisor.

8.3.2 Increase in Cover

On each anniversary of the Commencement Date until the completion of the Contract Term, the Contractor must increase the amount of coverage under the Professional Indemnity Policy by at least the amount per event stated in the Annexure per year.

8.4 Motor Vehicle Insurance

The Contractor must effect a comprehensive motor vehicle insurance policy (**the Motor Policy**) with a cover equivalent to the value of the vehicles to be used in the performance of the Contractor's obligations under this Contract and providing coverage for an amount per event of at least that stated in the Annexure in respect of third party property damage.

8.5 Evidence of Insurance

8.5.1 Provision of Evidence

The Contractor must produce to the Supervisor policies of insurance and receipts showing that the insurances referred to in clauses 8.1, 8.2, 8.3 and 8.4 have been paid not less than seven (7) days before the Commencement Date.

8.5.2 Certificates of Currency

The Contractor must provide the Council with certificates of currency in respect of the insurances referred to in clauses: 8.1, 8.2, 8.3 and 8.4.

8.5.2.1 each six (6) months (beginning six (6) months after the Commencement Date) during the Contract Term; and

8.5.2.2 within two (2) days after a written request being made by the Supervisor.

8.5.3 Failure to Insure

If the Contractor fails to comply with its obligations under clause 8.1, 8.2, 8.3 or 8.4, the Council may:

8.5.3.1 in the case of a failure by the Contractor to comply with its obligations under clauses 8.2, 8.3 or 8.4, effect or maintain the Public Liability Policy, the Professional Indemnity Policy or the Motor Policy, as the case may be, and pay the premiums thereof, the cost of which must be paid on demand by the Contractor to the Council or may be deducted by the Council from any moneys due or becoming due to the Contractor under this Contract, at the option of the Council; or

8.5.3.2 immediately terminate this Contract. If this Contract is terminated under clause 8.5.3.2, clauses 6.2 and 6.4 will operate, to the extent that they are applicable, as if the termination had been made by the Council under clause 6.1.

8.5.4 Proof of Failure to Insure

Any failure by the Contractor to comply with its obligations under clause 8.5.1 or clause 8.5.2 will constitute conclusive proof of its failure to effect or maintain the insurances, as the case may be, for the purposes of clause 8.5.3.

8.5.5 Powers not Restricted

The exercise of a power by the Council under clause 8.5.3.1 does not prevent the Council terminating the Contract under clause 8.5.3.2 in respect of that or any subsequent breach of clause 8.1, 8.2, 8.3 or 8.4.

8.6 Indemnity

The Contractor agrees to indemnify and to keep indemnified the Council, 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 Contractor's performance or purported performance of its obligations under this Contract and be directly related to the negligent acts, errors or omission of the Contractor.

The Contractor's liability to indemnify the Council shall be reduced proportionally to the extent that any act or omission of the Council, its servants or agents, contributed to the loss or liability.

The Contractor agrees to hold harmless the Council, 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 out of, or in relation to the said Contract.

9 PROPERTY

9.1 Contractor's Plant

The Contractor must ensure that all of the Contractor's Plant:

- 9.1.1 complies with all applicable Acts, regulations, local laws and by-laws;
- 9.1.2 is suitable for the purpose for which it is to be used; and
- 9.1.3 is maintained in good repair and condition.

9.2 Deficient Plant

9.2.1 Notice of Deficiency

If the Supervisor considers that any item of the Contractor's Plant is deficient, the Supervisor may give notice to the Contractor specifying the deficiency and stating:

- 9.2.1.1 a date by which the deficiency is to be remedied; or
- 9.2.1.2 that the item of the Contractor's Plant is not to be further used in the performance of the Services or otherwise in connection with this Contract.

9.2.2 Continued Use of Plant

Any notice given by the Supervisor under clause 9.2.1 may also specify that the item of the Contractor's Plant:

- 9.2.2.1 is not to be used until the deficiency has been remedied; or
- 9.2.2.2 may only be used subject to specified conditions until the deficiency has been remedied.

9.2.3 Reasons for Direction

Any notice given by the Supervisor under this clause must give reasons for the Supervisor's direction.

9.3 Property

9.3.1 Damage to Property

The Contractor must at once remedy any damage done by its employees, agents or sub-contractors to any property of the Council or any other person. Should the Contractor fail to do so, the Supervisor may effect the necessary repairs or pay compensation to the owner of the property. The cost of effecting any necessary repairs or the amount of any compensation must be paid on demand by the Contractor to the Council or may be deducted by the Council from any moneys due or becoming due to the Contractor under this Contract, at the option of the Council.

9.3.2 Cost of Damage

The Supervisor must determine the cost of effecting any necessary repairs or the amount of compensation to be paid to the owner of any property in accordance with clause 9.3.1.

10 SECURITY

10.1 Performance Security

10.1.1 Security

Upon the execution of this Contract, the Contractor must deliver to the Supervisor an irrevocable bank guarantee or insurance bond payable to the Council for the sum stated in the Annexure and in a form approved by the Council (**the Performance Security**).

10.1.2 Recourse to Security

In the event of any failure by the Contractor to carry out and complete its obligations under this Contract, the Council may have recourse to the Performance Security in respect of any moneys for which the Contractor may be liable to the Council under this Contract or otherwise. Without limiting the rights of the Council under this clause, the Council may deduct from the Performance Security any sum payable to the Council under clause 6.4.

10.1.3 Return of Security

Unless the Council has exercised a right under clause 10.1.2, the Performance Security must be returned to the Contractor at the conclusion of the Contract Term.

10.1.4 Further Rights and Obligations

If the Council has exercised a right under clause 10.1.2 and the Contract has:

- 10.1.4.1 been terminated or the Contract Term has expired, the Council must, after making any deductions from the Performance Security that it is entitled to make under this Contract, pay to the Contractor the remainder of the Performance Security, provided that the Council is not required to make any payment to the Contractor under this clause until all payments due on termination of the Contract under clause 6.4 have been made; or
- 10.1.4.2 not been terminated and the Contract Term has not expired, the Contractor must provide a supplementary irrevocable bank guarantee or insurance bond payable to the Council for an amount equivalent to the moneys paid to the Council by the bank in accordance with clause 10.1.2.

10.2 Deed of Guarantee

The Contractor must, at least 30 days prior to the Commencement Date, deliver to the Supervisor a Deed of Guarantee in respect of the Contractor's obligations under this Contract in the form attached to this Contract executed by the party or parties stated in the Annexure.

10.3 Council's Right to Terminate

If the Contractor fails to meet any of its obligations under clause 10.1.1 or 10.2 the Council may immediately terminate this Contract. If this Contract is terminated under clause 10.3, clauses 6.2 and 6.4 will operate, to the extent that they are applicable, as if the termination had been made by the Council under clause 6.1.

11 *DISPUTE RESOLUTION

11.1 Notice of Dispute

In the event of any dispute or difference arising between the Council and the Contractor, either during the period of this Contract or after the termination, abandonment or breach of this Contract, as to any matter or thing connected with this Contract or arising under this Contract, the Council or the Contractor may give to the other party notice of the dispute or difference.

Such notice must:

- 11.1.1 not be unreasonably given;
- 11.1.2 indicate that it is a notice under this clause; and
- 11.1.3 give sufficient details of the dispute or difference as to enable the party receiving the notice to ascertain the nature of the dispute or difference alleged.

11.2 *Alternative Dispute Resolution

Within seven (7) days of the receipt of any notice of dispute under clause 11.1 by either party, a representative of each party must meet to discuss ways of resolving the dispute or difference. The representatives may resolve the dispute or difference themselves or refer the dispute or difference to any form of alternative dispute resolution procedure on which they agree. The representatives must be authorised by the parties to resolve the dispute or difference on their behalf should this prove to be practicable.

11.3 Referral to Arbitration

Unless a dispute or difference of which notice has been given under clause 11.1 is settled, either party may, not less than seven (7) days after the notice of dispute or difference was given, give notice referring the dispute or difference to arbitration. The arbitrator must be agreed between the parties within 14 days from the date of the receipt of the notice referring the dispute to arbitration by the Contractor or the Council, as the case may be, or, failing agreement, must be nominated by the person stated in the Annexure.

11.4 No Obligation to Refer

Clause 11 does not in any way require the Council or the Contractor to refer to arbitration any dispute or difference or in any way act as a bar to the bringing of legal proceedings by the Council or the Contractor, except that no dispute or difference must be the subject of legal proceedings, except for legal proceedings concerning the conduct of the arbitration itself or a question of law, from the time it is referred to arbitration under clause 11.3 to the end of any subsequent arbitration.

11.5 Work to Continue

If reasonably possible, performance of obligations under the Contract must continue during arbitration or legal proceedings, and no payment due or payable by the Council that is not in dispute must be withheld on account of the arbitration or legal proceedings, unless so authorised by the Contractor or by this Contract.

11.6 Commercial Arbitration Act

Except where inconsistent with this Contract, any arbitration under this clause must be conducted in accordance with the *Commercial Arbitration Act* 1984.

12 *PARTNERING

12.1 Objective

It is the intention of the parties to implement a system of "partnering" to assist in the performance of their obligations under this Contract. The parties do not, however, intend that the system of "partnering" will give rise to any fiduciary obligations or partnership between the parties.

12.2 Workshop

- 12.2.1 At east two (2) weeks prior to the Commencement Date, the parties must hold a "partnering" workshop to develop the "partnering" system (**the Workshop**).
- 12.2.2 The Workshop must be held over a period and at a venue agreed by the parties.
- 12.2.3 The parties must, so far as is practicable, ensure that all persons having management responsibility for the performance or administration of the Contract (including representatives of all sub-contractors of the Contractor nominated by the Supervisor) attend the Workshop for its full duration.
- 12.2.4 The parties will be assisted at the Workshop by a facilitator agreed by the parties (**the Facilitator**).
- 12.2.5 The costs of the venue (if any) and the Facilitator will be borne equally by the parties.

12.3 Charter

The participants in the Workshop must develop a working plan for the "partnering" relationship (**the Charter**).

The Charter may address or contain:

- 12.3.1 the objectives of the parties and other participants in the Workshop;
- 12.3.2 a joint mission statement;
- 12.3.3 a process for the resolution of issues and disputes;
- 12.3.4 a framework for continued communications;
- 12.3.5 a process for the continuous joint evaluation of the "partnering" process; and
- 12.3.6 such other issues as the parties consider necessary.

12.4 Legal Rights

It is agreed by the parties that:

- 12.4.1 the Workshop, the Charter and all other elements of the "partnering" process do not alter the obligations of the parties under this Contract;
- 12.4.2 each party will not rely on or construe any statement or representation (whether express or implicit) made by another party in the Workshop, the Charter or the course of the "partnering process" as altering, waiving compliance with or otherwise affecting its obligations under the Contract;
- 12.4.3 no statement or representation (whether express or implicit) made in the Workshop, the Charter or in the course of the "partnering" process will estop a party from enforcing any right under this Contract or otherwise;
- 12.4.4 nothing said or done in the Workshop, the Charter or in the course of the "partnering process" will vary the obligations of the parties under this Contract, unless expressly agreed by the parties in writing with reference to this clause;

- 12.4.5 no statement or representation (whether express or implicit) made in the course of the Workshop, the Charter or the "partnering" process will be admissible in any legal proceedings or arbitration concerning or arising out of this Contract; and
- 12.4.6 the Workshop, the Charter and the "partnership" process do not establish any fiduciary obligations or any partnership between the parties.

ANNEXURE

The Commencement Date is (clause 1.1):

To be determined

The Contract Documents are (1.1):

To be determined

The Contractor is (clause 1.1)

To be determined

The Council is (clause 1.1):

Swan Hill Rural City Council

The Initial Contract Term is (clause 1.1):

Five (5) years

The Supervisor is (clause 1.1):

To be determined

The address of the Council is (clause 1.5.3):

45 Splatt Street Swan Hill Victoria 3585

The facsimile number of the Council is (clause 1.5.3):

03 5036 2340

The address of the Contractor is (clause 1.5.3):

To be determined

The facsimile number of the Contractor is (clause 1.5.3):

To be determined

The minimum period for which the Contract may be extended is (short term extension) (clause 2.2.2.1):

Three (3) years

The maximum period for which the Contract may be extended is (short term extension) (clause 2.2.2.2):

Three (3) years

The period prior to the expiration of the Initial Contract Term by which notice of an extension must be given is (short term extension) (clause 2.2.2):

Two (2) years

The maximum period for which the Contract may be extended is (long term extension) (clause 2.2.3):

Three (3) years

The period prior to the expiration of the Initial Contract Term by which notice of an extension must be given is (long term extension) (clause 2.2.3):

Two (2) years

The hours on each day during which the Contractor's Representative is to be available and able to be contacted are (clause 2.5.1.4):

24 Hours

The payments to be made to the Contractor are (clause 4.1):

To be determined

The basis of payments to the Contractor is (clause 4.1):

To be determined

The minimum amount of coverage under the Public Liability Policy is (clause 8.2):

\$10,000,000.00 (Ten Million Dollars)

The amount by which the coverage under the Public Liability Policy must be increased each year is (clause 8.2.2):

To be determined

The minimum amount of coverage under the Professional Indemnity Policy is (clause 8.3)

To be determined

The activities to be covered under the Professional Indemnity Policy are (clause 8.3.1.2):

To be determined

The amount by which the coverage under the Professional Indemnity Policy must be increased each year is (clause 8.3.2):

To be determined

The amount of coverage under the Motor Policy is (clause 8.4):

To be determined

The amount of the bank guarantee or insurance bond is (clause 10.1.1):

\$10,000.00 (Ten Thousand Dollars)

The party or parties required to execute the Deed of Guarantee are (clause 10.2):

To be determined

The person to nominate an arbitrator is (clause 11.3)

To be determined

SPECIFICATION

SECTION 3

1 INTRODUCTION

This specification relates to the programmed cleaning and servicing of designated Council Buildings, Public Toilets and BBQ's.

The Buildings are located at various locations within the municipality from Lake Boga in the south through to Robinvale in the north (See attached locality map).

2 AIM OF THE SERVICE

To provide a standard of cleaning and servicing for Council Buildings, Public Toilets and BBQ's that achieves a safe and healthy environment with a tidy appearance that is attractive to the user of each facility.

3 SCOPE OF THE SERVICE

3.1 General

The Tenderer is to provide all management, administration, supervision, labour and backfill, materials, plant and equipment, communications, staff training and all activities and costs associated with the delivery of the requirements as specified under this fixed price lump sum contract

The specification details the minimum cleaning requirements for each of the designated buildings and the minimum cleaning standard for each requirement.

Cleaning frequency and available cleaning times are specified for each of the designated buildings.

Tenderers are required to submit their proposed program of cleaning for all designated buildings in accordance with all times, frequencies and standards listed within these specifications. Tenderers are expected to demonstrate that they can reliably deliver the program submitted.

In addition to the specified requirements, Council seeks a competent contracting partner that understands and contributes to positive working relationships, is flexible in approach and capable of adding value to the service over the term.

Tenderers are required to demonstrate that they have properly scoped the requirements of the services to reliably deliver the specified services to the cleaning standards defined for the term of the Contract. Tenderers are expected to familiarise themselves with the specified buildings; cleaning requirements/standards, cleaning frequencies and available cleaning times.

In performing the services, the Tenderer is to respect the use and users of each building so that the disruption is avoided at all times. The cleaning times are intended to minimise this, however staff and visitors will from time to time be using buildings after hours and a degree of flexibility is required.

The Fixed Price Lump Sum component of the contract must include full delivery of the required program of cleaning in accordance with these specifications. The response or call-out component of this service (during and after working hours) is tasked by the Contract Supervisor and is to be paid under the Tender Schedule 3 Additional Requirements.

Whilst this specification is in part prescriptive, Council is seeking a Quality cleaning outcome from each service (routine/programmed, or call-out/response) and is focussed more on the result than in the process applied. The Tenderer is invited during the contract term to propose service improvements, if it is considered a material gain exists for the Tenderer and Council.

Council reserves the right to negotiate with the Tenderer if Council requires the need to change the frequencies or cleaning requirements as specified within this Contract.

3.2 Required Cleaning Services

The specification details the required cleaning services (individual tasks) together with the minimum cleaning standards required after performance of each of those tasks (see section 4 of the tender specifications).

Specific cleaning requirements at each of the listed designated buildings must be maintained to the levels defined in section 4 of this specification. This requires the Tenderer to perform the same requirement / standard at each cleaning service.

Whilst most of the cleaning services are internal, some external tasks are required e.g. cleaning entrance approaches, doors and surrounds, as part of the approved cleaning program, as well as other cleaning requirements on a cyclical basis, such as external window cleaning. Refer to section 4 of this specification.

3.3 Disposal of Sharps

The Tenderer shall be required to remove sharps storage receptacles (clinical needles stored in special containers positioned for that purpose). Sharps found by the Tenderer in the course of providing the cleaning services must be picked up and placed into a sharps storage receptacle by the Tenderer utilising relevant procedures detailed OH&S sharps handling procedures.

3.4 Programmed Cleaning

Tenderers are required to submit their proposed cleaning program in accordance with the required cleaning services at each of the designated buildings. Refer to Tender Specifications Section 4.

Tenderers will be evaluated against the program submitted, in terms of the understanding the scoping of the requirements, but especially in relation to demonstrating the capability of managing all risks to the reliable performance of the program – attendance, task performance, standard of result.

3.5 Response Cleaning

The Tenderer will provide a Response Cleaning service during normal working hours and outside normal working hours.

The Contract Supervisor or delegate will task all Response Cleaning.

The Tenderer must respond to an instruction from the Contract Supervisor or delegate within one hour of notification during normal working hours (ie. between 7.30am and 5.30 pm Mondays to Fridays and between 7.30am and 2.00pm Saturdays) and within two hours of notification outside normal working hours.

If an instruction by the Contract Supervisor or delegate involves the Tenderer in an additional expense then the Council will reimburse to the Tenderer reasonable costs expended by the Tenderer in carrying out the instruction. The Tenderer must provide evidence of any such additional expense to the Contract Supervisors satisfaction.

The cleaning requirements will vary due to the nature of the call-out and may be caused by one off spills, accident damage, storm damage, flooding or whatever Council requires.

All Response Cleaning will be paid under the tendered schedule of rates.

The Scope of the Response Cleaning requirement may/will differ beyond the requirements of the fixed programmed cleaning in terms of the assets visited, the type of works, or even to different areas of the designated building assets.

Where the cleaning task is the same as that for the programmed cleaning, the requirements and standards of the programmed cleaning will automatically apply.

3.6 Cleaning Requirements for Programmed Cleaning — Minimum Standards — General Specifications

Defined in this specification are the minimum cleaning requirements, cleaning standards and general specifications.

The purpose of this specification is to ensure that all assets are properly cleaned in accordance with the time, frequency and standard specified and will present in a clean and tidy appearance at the commencement of each day.

The Cleaning Requirements specified for each of the designated building assets are detailed in these Specifications

Each of the Cleaning Requirements has a reference number corresponding to the above-mentioned Table. For example Rubbish Bins (A) will be illustrated as "A" in the Table: Cleaning Requirements at Designated Buildings Assets. Council reserves the right to nominate what day the Cleaning Requirements are to be completed even if it is specified or not specified.

Whilst the cleaning requirements are in part prescriptive, Council is more interested in the standard of cleaning attained after the process, than in the process itself.

Tenderers should regard the following as a minimum and focus on demonstrating their capability to reliably deliver the standards over the full term.

For each of the cleaning requirements specified, the Tenderer is to use only industry recognised environmentally friendly materials as tendered, or as approved by the Contract Supervisor after the award in the event of a proposed change of materials.

Materials are to be diluted in accordance with manufacturer's specifications.

All staff must be properly trained in the carrying, use and storage of cleaning materials and are to be properly equipped and protected while using such materials.

In all instances where cleaning is specified, the Tenderer is to perform the cleaning requirement to the whole surface area — not perform spot cleaning unless specified.

With reference to any cleanable surface, once they are cleaned they must be non-slippery and safe for use.

Cross contamination of cleaning is of major importance to Council due to possible health problems associated if strict procedures are not followed. It is extremely important that the Tenderer does not cross contaminate any cleaning equipment and or surfaces.

With respect to Programmed and Response Cleaning Works, appropriate signage must be in place in accordance to Australian Standards and Legislative Safety Requirements at all times.

The Tenderer shall, at no charge to the Council, remove all surplus material, rubbish and recycling which may have accumulated in the performance of its obligations under this Contract. All refuse, recycling; rubbish or other matter removed from the various facilities is to be disposed of in a safe and hygienic manner in accordance with Environment Protection Authority transport and disposal regulations.

During Response Cleaning Call-Out, the same specification requirements and standards apply.

3.7 Cleaning Products & Materials

The Tenderer is to use only the products and materials proposed in the tender submission or as subsequently agreed by the Contract Supervisor.

All chemicals must meet all relevant Australian standards. The Contract Supervisor prior to use must approve all chemicals to be used by the Tenderer.

Chemicals will be tested from time to time by the Contract Supervisor or other nominated person as determined by Swan Hill Rural City Council, to ensure that these items or fluids are not watered down (i.e. no dilution is permissible in addition to that specified by the manufacturer).

The Tenderer must use the following chemicals, and evidence of this use will be required from time to time at the discretion of the Contract Supervisor.

- Floor polish;
- Furniture wax/polish;
- Toilet Bowl cleaner;
- Grill cleaner;
- Graffiti remover;
- Bio-degradable urinal blocks;
- Liquid soap refills;
- Window/glass cleaner;
- General cleaner; and
- General-purpose disinfectant.

All chemicals must be labelled and Material Safety Data Sheets displayed at each site where chemicals are stored.

The Tenderer is to supply all cleaning products and materials and requisite consumables as part of the routine Programmed Cleaning fixed price.

All materials and products are to be fit for purpose and are to be used only in accordance with the manufacturers recommended standards and applications of use – including dilution levels and application techniques.

No product or material is to damage the surface or substrate of the assets being cleaned.

The Tenderer is to fully inform and train all staff in the proper storage, dilution and application of all materials used in accordance with relevant standards, laws and legislation.

All of the Tenderers staff are to be properly clothed and equipped to safely use the materials in accordance with workplace safety standards.

The Tenderer is to maintain an accurate purchase, usage and inventory record of all materials used.

All materials are to be correctly and clearly labelled and are to be of consistent high quality over the term.

3.8 Special Requirements for Maternal Child Health Care Centres.

The following cleaning principles are to be applied at all Maternal and Child Health Centres. The Maternal Child and Health Care Centres are located as shown in the "Table: Council Occupied Buildings", Section 4 of the Tender Specification.

The hours of operation are:

Swan Hill - Monday to Friday

Nyah West - Tuesday

Woorinen South – Friday

Lake Boga - Wednesday

Damp Dustings

Use bowl, warm water and cloth.

No aerosols as they result in microbes being sprayed into the environment.

Spray packs only used for vertical glass.

Vacuuming

All floors and carpets must be properly vacuumed, not swept, to remove dust.

Damp Mopping

Mops must not be left in buckets. Mops must be detachable type, washed in washing machine and stored dry at all times.

Cleaning Substances

No Quaternary Ammonium Compounds (Q.U.A.T) shall be used.

Neutral detergents are required (not highly alkaline)

Cleaners containing chlorine is to be powder form, cream or liquid forms are not to be used.

Phenolics are not to be used.

3.9 Damages or Breakages

The Tenderer shall carry out all cleaning operations without staining, marking or otherwise damaging the walls, floor coverings, ceilings, skirting boards, partitions, furniture or fittings of the premises.

The Tenderer shall provide all requisite equipment to enable his/her employees to perform the specified services. The Tenderer's staff shall not stand on tables, cabinets or other furniture.

The Tenderer is responsible to make good at his/her own expense any loss or damage to property caused or contributed to, by the negligence of the Tenderer or the Tenderer's servants, agents or employees, or by the use of any cleaning material, method or apparatus in a manner not in accordance with the specification or the manufacturer's recommendations in respect of such material, methods or apparatus.

Report all faults, blockages, damage or other such problems immediately as they are noted to the Contract Supervisor.

3.10 Building Access and Security

The Tenderer shall ensure that the premises are securely locked whilst carrying out cleaning of unoccupied buildings and that all buildings are secured and locked at the completion of cleaning.

The Tenderer is responsible for the safekeeping of any keys provided by Council to access Council buildings or facilities. Keys supplied to the Tenderer by the Council are to be kept secure and further keys will not be cut without written permission from the Contract Supervisor. In the event of the keys being lost whilst in the possession of the Tenderer's staff the cost of replacements and any keying system changes costs incurred are to be fully borne by the Tenderer.

The Tenderer must inform the Contract Supervisor immediately of the loss of any keys. The cost of replacement of lost keys shall be borne by the Tenderer.

Alarms will be de-activated prior to cleaning and activated after cleaning is completed by the Tenderer or the Tenderer's employees. If the alarm was already deactivated before cleaning commences, it still has to be activated once cleaning is completed. Cost arising out of failure of the Tenderer or Tenderer's employees to properly activate or de-activate alarms or work within Council's security operations will be met by the Tenderer.

The Tenderer must supply the Contract Supervisor with a list of key and security pass holders (together with their addresses and home telephone numbers) within two (2) days of the Tenderer receiving the keys from the Council.

The Tenderer must update the list during the Contract Term when any changes are required to the list and immediately provide Council with an updated list.

The number of key holders must be restricted to those members of staff who require keys and/or alarm codes for the purpose of performing the delivery of Services under the Contract.

The Tenderer will ensure that members of his/her staff, agents or Tenderer's servants are not accompanied onto the premises by persons not employed by the Tenderer, all persons required by the Tenderer to enter Council Assets must be approved by the Contract Supervisor prior to entrance being permitted.

The Council is responsible for the installation and maintenance of security systems installed at any Council building. The Council must advise the Tenderer how the security system at the Council building is to be operated.

The Tenderer and any person it engages in the performance of the Service must not divulge any information in relation to Council's security systems to any other person.

No Tenderer staff is to make use of any Council equipment (other than any related cleaning equipment forming part of the awarded contract), including phones, faxes, copiers, computers, calculators. Un-authorized use of any Council equipment, like theft of Council property, will be regarded as breach of contract. The sole exception will be the use of phones in the event of genuine emergency.

3.11 Economy

The Tenderer shall ensure that all appliances and electric lights with the exception of security lighting and all water taps are turned off before leaving the premises. Any loss or damage resulting from the Tenderer's failure to comply with this clause will be replaced or made good at the Tenderer's expense.

The Tenderer shall only use such amount of power and water as is reasonably necessary for the efficient cleaning of the premises.

The Tenderer will take all necessary steps to ensure that members of his/her staff or sub-Tenderers will under no circumstances use telephones, computers or any other equipment located in premises to be cleaned that do not belong to the Tenderer, the Tenderer's employees or sub-Tenderers.

Tenderer will supply:

The Tenderer will supply all plant and equipment and material used in the delivery of the services specified in this contract.

All plant and equipment is to be fit for purpose, inspected and properly maintained and tagged as required to relevant standards.

All plant and equipment is to be clean and presentable at all times.

The Tenderer is to have backup plant and equipment available at all times so that no interruption to programmed or response cleaning occurs.

3.12 Nuisance

The Tenderer must not use any Council facilities or permit the facilities to be used for any illegal, immoral or objectionable purpose nor any act, which may be an annoyance, nuisance or inconvenience to the Council, or any other person.

3.13 Movement of Furniture, Equipment etc.

Where it is necessary to move items of furniture to carry out the services to be performed the Tenderer is to replace all items moved in the condition and to the position they were found. The Tenderer shall not move or interfere with documents, papers, records, equipment or furniture or any property of the Council or occupants except to the extent that may be reasonably necessary to enable the Tenderer to perform the services.

3.14 Materials Storage

Where secure and lockable storage facilities are not provided at any designated sites no cleaning materials are to be left on site.

3.15 Complaints / Cleaning Defects / Queries

The Tenderer is to have quality procedures for all cleaning requirements and to induct staff and monitor staff compliance to those procedures

The Tenderer is to conduct, document and report on-going audit and inspection of sites during and immediately after cleaning to minimise complaints.

Designated sites are to be audited on a three (3) monthly cycle identifying cleaning defects.

The Tenderer is to attend to all complaints and customer requests within one (1) hour for all urgent cases and within twelve (12) hours for non-urgent.

A written response to Council is to be provided within 24 hours of the issue being raised by Council. The response should document the complaint or query, detail what has been undertaken and what preventative actions will be taken to prevent reoccurrence in the case of Tenderer instigated events.

The Tenderer is to maintain an accurate and up to date Complaints/Defects Register, which must be submitted to Council on a monthly basis.

3.16 Maintenance of Non-programmed Equipment

Prior to commencement an inventory of existing fittings, furniture and non-program equipment used by the Tenderer for the delivery of this service will be mutually agreed upon between the Tenderer and Contract Supervisor.

The Tenderer shall be responsible for correct use of Council's fittings, furniture and non-program equipment used by the Tenderer in accordance with government legislation or the manufacturer's recommendations. The Tenderer at its cost shall replace any equipment damaged by the Tenderer; fair wear and tear excepted.

3.17 Condition of Assets

An initial assessment of all assets will be conducted by the Tenderer & the contract supervisor prior to commencement of the contract.

The Tenderer is to reasonably protect all assets, fixtures, and fittings in the performance of the services. Any damage or degradation attributable to incorrect cleaning materials, application or procedures shall be borne by the Tenderer.

The Tenderer will be responsible for all costs associated with repairs as a result of the Tenderers negligence.

3.18 Performance Management and Reporting

The Tenderer must supply all relevant reports, invoicing and documentation as required by the Contract Supervisor.

The Tenderer must contact the Contract Supervisor to review the contract performance on at least a quarterly basis. In the event of an emergency or security issue the Contract Supervisor must be contacted immediately.

The Tenderer shall report monthly at the time of submitting an account providing:

- Record of complaints received
- Consumable materials used & in which location
- Damages and breakages reported during the month
- Defect faults identified during the month
- Quality control plan and any deviations and actions taken
- OH&S performance and any deviations and actions taken.

3.19 Performance Penalty

"Council places high importance on this Contract. If the specified contracted cleaning services are not being performed this contract includes the following:

Failure to perform the program of cleaning at any designated building when due, or failure to properly complete the required cleaning, or level of cleaning, at that designated building, may result in contract non-conformance and a Default Notice being issued. Council does not intend to exercise this penalty where the circumstances of contract non-conformance is reasonably beyond the control of the Tenderer, or where access is denied by Council for any reason whatsoever. The decision to issue Default Notices will rest entirely with the Contract Supervisor or delegate.

The Tenderer is required to notify the Contract Supervisor by 10.00am of the following working day, whenever the specified services have not been completed with the reasons for contract non-conformance.

Failure to perform the programmed services in accordance with these specifications on three (3) occasions during the contract term, without reporting the reason, will represent a breach of Contract.

The Contract Supervisor will provide written confirmation of any contract non-conformance to the Tenderer, within five (5) working days of the occurrence".

4 FACILITY CLEANING REQUIREMENTS & FREQUENCY

Cleaning Requirements Legend

A) Rubbish Bins:

Empty all rubbish and recycle bins; replace liners with new liners. Before the liners are replaced the bins must be dry and free of all stains, marks and unwanted material. Bins must be returned to their proper location.

B) Vinyl, Tile, Parquetry and Wooden Floors (including stairs, steps and ramps):

Clean and disinfect all vinyl, tile, wooden and parquetry floors, mop and remove stains. The area must be free of dust, grit, dirt, gum and scuff marks and presents a uniform clean appearance. Skirtings and adjacent walls are to be free of residue, stains and marks, including residue water.

On completion, the area cleaned is to be non-slippery and safe for use.

C) Carpet and Floor Surface Areas (including mats, stairs, steps and ramps):

All carpet, mat and floor surface areas are to be spot vacuumed where needed and must be free of surface litter, dirt, gum and spot stains. Care is to be taken of skirting boards and adjacent wall surfaces so that scuffing and marking is avoided.

D) Toilets and Showers:

Clean and disinfect all toilet bowls, showers, urinals, hand basins, sinks, troughs, baby change areas, handrails and surrounding areas. Mop all floors and wash down clean and disinfect all walls. All areas and surfaces to be free of dust, grease, dirt, stains and marks and unwanted materials. Where stainless steel surfaces exist they must be cleaned to an even sheen. Taps and pipes to be clean and shiny. All glassed / mirror areas to be free of smears and marks and as detailed above.

E) Kitchen Areas:

Clean all kitchen bench tops, shelves, appliances, tiled areas, sinks, cupboards, walls and associated areas. All areas and surfaces are to be free of dust, grease, dirt, stains and marks and unwanted materials. Where stainless steel surfaces exist they must be cleaned to an even sheen. Taps, pipes and associated areas are to be clean and shiny. All glassed/mirror areas to be free of smears and marks and as detailed above.

F) Carpet and Floor Surface Areas (including mats, stairs, steps and ramps):

All carpet, mat and floor surface areas are to be vacuumed and must be free of surface litter, dirt, dust, gum and spot stains. Care is to be taken of skirting boards and adjacent wall surfaces so that scuffing and marking is avoided. The whole surface area is to be vacuumed, including under desk chairs and desks, necessitating the moving of chairs and carpet protectors.

G) External Entrances, (including ramps, steps, stairs, and landings, boot scrapers, outdoor seating, balcony's, handrails, signs and associated fixtures):

Clean all areas within five (5) meters of entrances free of surface litter, dirt, dust, gum and spot stains. Clean all boot scrapers free of all dirt, grit, grime, and any unwanted materials. Front garden beds are also to have any unwanted materials removed.

H) Mirrors / Glass Areas & Notice boards:

All internal asset glass/mirror (including frames) and notice boards are to be cleaned free of dust, grease, dirt, stains and marks. Note: all windows which exist on asset external walls do not need to be cleaned as detailed above except for designated asset exit/entry doors and adjoining panels of glass which are to be cleaned as part of the routine cleaning program. All external glass in associated asset entry/exit areas is to be cleaned as above.

I) Table Areas Meals / Amenities:

Clean all tables free of dust, grease, dirt, stains and marks and unwanted materials (i.e. food scraps, bottles, rubbish etc), so that all surface areas are hygienic and ready for use.

J) Internal Glass:

To clean all internal glass (including partitions) areas to be cleaned free of dust, grease, dirt, stains and marks.

K) External Glass:

To clean all external glass areas to be cleaned free of dust, grease, dirt, stains and marks.

L) Re-Stocking of Consumables:

Check and re-stock toilet paper, hand towels and hand soap holders. All holders must be left full.

Note: The Tenderer is to supply and re-stock all the consumables.

M) Graffiti:

Removal all graffiti as it appears on surfaces of the designated buildings including toilet cubicles. In removing the graffiti, the Tenderer is to use approved biodegradable materials in accordance with supplier instructions, so that after removal there is no patching or ghosting on the cleaned surface.

Note: graffiti removal forms part of the fixed price (lump sum) requirements.

The Tenderer is invited to recommend alternative surface treatments if cost effectiveness can be achieved for the Council and the Tenderer.

N) Shop Front/Foyer Windows:

All internal glass areas to be cleaned free of dust, grease, dirt, stains and marks.

All external glass areas to be cleaned free of dust, grease, dirt, stains and marks

O) Change Tables, Scales, Basins and Measuring Tables:

Clean and disinfect all change tables, scales and measuring tables. When cleaned and disinfected they must be free of dust, grease, dirt, stains and marks and unwanted materials (i.e. food scraps, bottles, rubbish etc).

P) Foyer/Front Desks, Benches and Waiting Areas:

Clean and disinfect all front desks, telephones, benches, chairs (wiped or vacuumed) and tables in the customer service areas. All cleaned areas are to be free of dust, grease, dirt, stains and marks and unwanted materials (i.e. food scraps, bottles, rubbish etc), so that all surface areas are hygienic and ready for use.

Q) Furniture, Fixtures and Fittings:

Clean ledges, walls, doors (including doorknobs), windowsills, blinds, partitions including tops, skirting boards, furniture, fixtures and fittings, desktops and returns, tables and chairs.

All cleaned areas are to be free of dust, grease, dirt, stains and marks and unwanted materials (i.e. food scraps, bottles, rubbish etc) and polished if needed.

Note: if desks or workbenches are not clear of work, the Tenderer is to clean only the cleared areas and is not to move work as found, however all available cleaning areas must be cleaned.

R) Cobwebs Internal:

Remove all cobwebs that exist inside the designated building asset as found. All cleaned areas must be free of any cobwebs, spiders, insects, dust, grease, dirt, stains, marks and any deleterious materials.

The Tenderer is to avoid marking to ceilings, cornices and all surfaces from which the above mentioned items have been cleaned or removed. If marking occurs it is to removed immediately.

S) Cobwebs External:

Remove all cobwebs that exist outside on the designated building asset. All cleaned areas must be free of any cobwebs, spiders, insects, dust, grease, dirt, stains, marks and any deleterious materials.

The Tenderer is to avoid marking to eaves, ceilings, cornices and all surfaces from which the above mentioned items have been cleaned or removed. If marking occurs it is to be removed immediately.

T) Kitchen Appliances:

Clean internally and externally - stoves, ovens, hotplates, refrigerators, dishwashers, microwaves and any associated kitchen appliances including underneath and adjoining walls. All areas and surfaces to be free of dust, grease, dirt, stains and marks and unwanted materials. Where stainless steel surfaces exist they must be cleaned to an even sheen. Taps and pipes to be clean and shiny. All glassed surface areas to be free of smears and marks and as detailed above.

U) Internal Walls, Doors, Blinds, Partitions and Air conditioning Systems:

Clean and disinfect all internal walls, doors, partitions, and surfaces including ducts and outlets of air conditioning and ventilation systems. Dust all blinds. All cleaned areas are to be free of dust, grease, dirt, stains, marks and unwanted materials.

V) Strip and Resealing of Vinyl, Wooden and Parquetry Floors:

Strip, reseal and polish all above-mentioned floors, including moving of furniture etc and replacement after task is complete. When laying sealer and polish, apply a minimum of three coats. The associated surfaces to be non-slippery, free of dust, gum, debris and scuff marks, and present a uniform clean sheen.

W) Ashtrays / Cigarette Butt Bins:

External ashtrays / cigarette butt bins within 3 metre proximity to the asset need to be emptied and cleaned. The ashtrays / cigarette butt bins have to be free of all ash, dirt, grit, litter or any unwanted material.

X) Telephones and Handsets:

Clean and disinfect all telephones and handsets. All cleaned areas are to be free of dust, grease, dirt, stains and marks and unwanted materials.

Y) Light Fittings/Diffusers & Skylights:

All light fittings/diffusers, skylights and girders must be free of any cobwebs, spiders, insects, dust, grease, stains, marks and any deleterious materials.

Z) Urinal Deep Cleaning:

Deep cleaning of the drain is to be carried out with a special formula to remove uric acid build-up, cleaning the cistern cover, high pressure washing of the trough wall, surrounds and step.

Council Occupied Buildings:

Asset	Location	Frequency of Cleaning	Available Cleaning Hours	Cleaning Requirements	Facilities						
					Toilets	Urinals	Basins	Showers	Disabled	Syringe Bins	Sanitary
Municipal Offices	45 Splatt Street Swan Hill	Daily (Mon-Fri)	5pm	A, B, C, D, E, G, H, I, L, P	5	3	5		1	1	3
		Weekly	Fridays	F, N, W							
		Monthly		Q							
		Three (3) Monthly		Z							
		Annual	TBA	J, K, T, U, Y							
		As Required		M, R, S							
Municipal Offices	126-134 Beveridge Street Swan Hill	Daily (Mon-Fri)	5pm	A, B, C, D, E, G, I, L	3	3	3		1		
		Weekly		F, W							2
		Monthly		Q							
		Three (3) Monthly		Z							
		Annual	TBA	J, K, T, U, Y							
		As Required		M, R, S							
Economic Development Unit	2-10 McCrae Street Swan Hill	Daily	6 pm	A, B, C, D, E, G, I, L, P	3	1	4		1		1
		Weekly		F, N, W							
		Monthly		Q							
		Annual	TBA	J, K, T, U, Y, Z							
		As Required		M, R, S							
Swan Hill Regional Library	53-67 Campbell Street Swan Hill	Daily (Mon - Fri)	Before 8am	A, B, C, D, E, G, L	3	1	3		1		2
		Weekly		F, N,							
		Monthly		Q							
		Annual	TBA	J, K, U, Y, Z							
		As Required		R, S							
Bookmobile	53-67 Campbell Street Swan Hill	Weekly	4.00pm Tuesday	F,							
		Monthly		Q							
Robinvale Resource Centre	68 Herbert Street Robinvale	Daily	Mon, Wed, Thur & Fri 5.30pm	A, B, C, D, E, G, L, P, W	4	1	4			1	2
		Weekly		F, H, N,							
		Monthly		Q							
		Annual	TBA	J, K, T, U, Y, Z							
		As Required		M, R, S							

Asset	Location	Frequency of Cleaning	Available Cleaning Hours	Cleaning Requirements	Facilities							
					Toilets	Urinals	Basins	Showers	Disabled	Syringe Bins	Sanitary Units	
Swan Hill Depot - Office	56 Saleyards Road Swan Hill	Three times weekly	Mon, Wed & Fri 7.30am - 8am	A, B, C, D, E, G, I, L			1		1			1
		Monthly		Q								
		Annual	TBA	J, K, T, U, Y								
		As Required		R, S								
Swan Hill Depot - Workshop & Amenities Building	56 Saleyards Road Swan Hill	3 Times a Week	Mon, Wed & Fri 7.30am - 8am	A, B, D, E, G, I, L	5	2	6	2	1	1	1	
		Annual	January	J, K, T, U, Y, Z								
		As Required		R, S								
Robinvale Depot	5-7 Coach Road Robinvale	Weekly		A, B, D, E	1		1				1	
Stock Selling Complex Toilets - Rear	116 Karinie Street Swan Hill	Weekly		A, D, L, J	1	1	2					
Stock Selling Complex Toilets - Truck Wash	40 Saleyards Road Swan Hill	Weekly		A, D, L, J	2	1	3	1				
		Annual	TBA	Z								
Stock Selling Complex Canteen Amenities	116 Karinie Street Swan Hill	Weekly		A, D, L, J	2	1	3	1			1	
		Annual	TBA	Z								
Swan Hill Regional Art Gallery	125 Monash Drive Swan Hill	Twice Weekly		A, B, C, D, E, G, L, N, P	2	2	5		1		1	
		Monthly		Q								
		As Required		R, S								
		Annual	TBA	J, K, T, U, Y, Z								
Maternal Child & Health	154 Curlewis Street Swan Hill	Daily (Mon-Fri)	5 pm	A, B, D, E, F, L, O, P	1		2		1		2	
		Weekly		G								
		Monthly		Q								
		As Required		R, S								
		Annual	TBA	J, K, T, U, Y								
Pioneer Settlement Court House	Monash Drive Swan Hill	Weekly	Friday	A, E, F, L								
		Monthly		Q								
		As Required		R, S								
		Annual	TBA	J, K								

Asset	Location	Frequency of Cleaning	Available Cleaning Hours	Cleaning Requirements	Facilities						
					Toilets	Urinals	Basins	Showers	Disabled	Syringe Bins	Sanitary Units
Pioneer Settlement Office (Ree's Building)	Monash Drive Swan Hill	Twice Weekly	Monday & Thursday	A, B,C, D, E, L							
		Monthly		Q							
		As Required		R, S							
		Annual	TBA	J, K, U, Y							
Maternal Child & Health	51b Monash Ave Nyah West	Weekly	Monday	A, B, D, E, G, L, O, P	2		1				1
		Monthly		Q							
		Annual	TBA	J, K, U, Y							
		As required		R, S							
Maternal Child & Health	11 McCalman Street Woorinen South	Weekly	Thursday	A, B, D, G, L, O, P	2		1				1
		Monthly		Q							
		Annual	TBA	J, K, U, Y							
		As required		R, S							
Maternal Child & Health (Lake Boga Community Centre)	29 Lalbert Road Lake Boga	Weekly	Tuesday	A, B, C, L, O							
		Monthly		Q							
		Annual	TBA	J, U, Y							
		As required		R							
Youth Centre	50-52 Campbell Street Swan Hill	Weekly	Monday before 10am	A, B, C, D, E, G, I, L, N, P, W	2		3		1		1
		Monthly		Q							
		Annual	TBA	J, K, T, U, Y							
		As required		R, S							
Lake Boga Community Centre	29 Lalbert Road Lake Boga	Section 1		A, B, R	6	1	6	6	1		
		Section 2		A, B, E, L, R							
		Section 3		A, B, D, G, L, N, R							
		Section 4		B, R							
		Annual	TBA	J, K, T, U, Y, Z							
		As Required		T,U,V,Y							
Manangatang Community Centre	1 Wattle Street Manangatang	Fortnightly		A, B, C, E, G, D, F, L, R	2		2				
		Monthly		Q							
		Annual	TBA	J, K, U, Y							
Nyah Community Centre	River Street Nyah	Fortnightly	Friday	A, B, D, E, G, L, N	8	2	8	1			
		Monthly		Q							
		Annual	TBA	J, K, T, U, Y, Z							
		As Required		R, S							
Swan Hill Aerodrome Terminal Building	190 Back Boga Road Swan Hill	Fortnightly		A, B, D, G, L	5	1	5		1		
		Monthly		Q							
		Annual	TBA	J, K,U, Y, Z							
		As Required		R, S							

Council Buildings Occupied by Others:

Asset	Location	Frequency Of Cleaning Requirements	Available Cleaning Hours	Cleaning Requirements	Facilities						
					Toilets	Urinals	Basins	Showers	Disabled	Syringe Bins	Sanitary Units
Town Hall	53-57 McCallum Street Swan Hill	Section 1		A, B, D, F, G, H, J, K, L, N, Q, R, S, W	17	2	19	3	2		
		Section 2		A, B, D, F, H, J, R							
		Section 3		A, B, E, F, H, I, J, L, Q, R, T							
		Section 4		A, B, D, E, F, H, I, J, L, Q, R, T							
		Section 5		A, D, F, L, M, R							
		Section 6		A, D, F, H, J, L, Q, R							
		Section 7		A, B, D, E, F, H, J, L, Q, R, T							
		Section 8		A, B, D, H, L, M, Q, R							
		Annual	TBA	K, S, U, Y, Z							
Pioneer Settlement Lodges	Monash Drive Swan Hill									1	3
Robinvale Community Arts Centre	42 McLennan Drive Robinvale	Section 1		A, B, D, F, G, J, L, N, Q, R, W	10	1	8	2	1		
		Section 2		A, B, E, J, L, Q, R, T							
		Section 3		A, B, D, F, H, J, L, Q, R							
		Section 4		A, B, D, F, H, Q, R							
		Section 5		A, F, L, Q, R							
		As required		S							
		Annual	TBA	K, U, Y, Z							
Senior Citizens Centre	125 Curlew Street Swan Hill	Fortnightly		A, B, D, F, H, L, R	4	1	4		1		
		Annual	TBA	J, K, Z							
Senior Citizens Centre	17 Robin Street Robinvale	Weekly		A, B, D, F, H, L, N, R	3	1	4		1		
		Monthly		Q							
		Annual	TBA	J, K, Y, Z							

SPECIAL REQUIREMENTS:

All cleaning of buildings that are open to the public must be completed at appropriate times so as not to disturb the public unless specified.

Sanitary Hygiene:

Supply, install and maintain all equipment to carry out sanitary hygiene services as per schedule. Provide a consistent, safe and hygienic service.

Sharps Disposal:

Install and maintain sharps disposal units to carry out safe and efficient sharps/syringe disposal services as per schedule. Containers can only be collected by a contractor licensed to transport sharps. Council will supply disposal units and replacement inserts.

Municipal Offices

The record, archive, plans and storage rooms (marked in blue on the attached building plan) are to have a monthly clean during office hours; consisting of vacuuming, sweeping, mopping, dusting, spot cleaning of the walls and doors.

All dishes are to be washed, dried and put away daily.

Waterless urinals located in the Splatt Street and Beveridge Street Municipal Offices are to be cleaned daily and serviced three (3) monthly in accordance with Attachment C – Cleaning instructions sheets.

Town Hall

Presentation clean is to be completed before a show if required and directed by supervisor.

Ensure that chairs are free of stains, marks and gum if required as directed by supervisor.

Brass Handrails are to be polished and free of all marks & fingerprints.

Kitchen floor to be machine scrubbed if required and directed by supervisor in accordance with Attachment A.

Dance floor to be cleaned with methylated spirits and water to a ratio of 1:36 as directed by supervisor.

Monumental swans on walls in main hall are not to be cleaned.

Areas marked in pink on drawing are to be cleaned fortnightly.

Robinvale Community Arts Centre

Presentation clean is to be completed before a show if required and notified by supervisor.

Dance floor to be cleaned with methylated spirits and water to a ratio of 1:36 as directed by supervisor.

Kitchen floor to be machine scrubbed if required and directed by supervisor.

Clean and disinfect theatre seating annually.

Nyah Community Centre

Kitchen floor to be machine scrubbed if required and directed by supervisor in accordance with Attachment A.

Wooden floor to be cleaned with methylated spirits and water to a ratio of 1:36 as directed by supervisor and machine burnished annually.

Liaise with regular users of the Community Centre & Recreation Reserve as:-

1. Nyah/Nyah West United Football Club
2. Nyah District Cricket Club
3. Market Day Committee

The contact with the above organisations shall be on a co-operative basis to advise and assist with their individual operational agreement conditions with Council.

To inspect the venue before and after each event to confirm that the hiring agreement conditions have been carried out by the user/s and report any misuse or other problems that may arise as a result of the users.

Organise urgent electrical/plumbing repairs as directed by the supervisor.

Document all inspections on the required form and provide a copy to the supervisor on a monthly basis.

Art Gallery

No exhibits are to be touched or moved during the cleaning of the gallery.

The Piano is not to be cleaned.

Brass Handrails are to be polished and free of all marks & fingerprints.

Maternal Child Health Centres

Toys are to be wiped with each clean and be cleaned and disinfected monthly.

Economic Development Unit

Under displays and brochure stands to be cleaned as directed by Economic Development staff.

Subfloor GPO's are to be vacuumed Quarterly.

Information Bay:

Information board at Swan Hill Tourist Information Bay is to be cleaned monthly and is to be free of residue, dust, cobwebs, grease, dirt, graffiti, stains and marks and unwanted materials.

Community Tree:

On an as required basis only as directed by Supervisor, please pull down blinds prior to booking and retract after booking.

Stock Selling Complex

The toilets situated in the canteen building are to be cleaned at every alternate Wednesday and Friday to coincide with the sales, before and after a sale.

Public Toilets

Asset Location / Description	Cleaning Frequency		Facilities							Open
	Peak Dec - April	Off Peak May- Nov	Toilets	Urinals	Basins	Showers	Disabled	Syringe bins	Sanitary Units	
Swan Hill										
McCallum Street (opposite Town Hall)	Thrice Daily	Thrice Daily	6		8		1	7		24 hrs
Tourist Information Bay (Murray Valley Hwy)	Twice Daily	Twice Daily	3	1	3		1	3		24 hrs
McCrae Street	Thrice Daily	Thrice Daily	3	1	5		1	4		7am – 6pm
Riverside Park (Monash Drive)	Twice Daily	Twice Daily	5	1	5		1	3		24 hrs
Alan Garden Reserve (Stradbroke Ave)	open & close	open & close								Sat & Sun
Ken Harrison Reserve Rear Soccer (Yana Street)	open & close	open & close	2		2					Sat & Sun
Ken Harrison Reserve (Yana Street)	open & close	open & close	8	1	4		1			Sat & Sun
North Park Reserve (Nyah Road)	open & close	open & close	4	1	2					Sat & Sun
Showgrounds (North West Corner)	open & close	open & close	10	1	2					As Required
Showgrounds (South West Corner)	open & close	open & close	5	1	3					As Required
Showgrounds (CFA running track)	open & close	open & close	6	1	4					As Required
Pioneer Settlement Main Block	Daily	Daily	7	2	8		2	2	3	9am -5pm
Pioneer Settlement Reception	Daily	Daily	2	2	3		1	0	2	9am -5pm
Steggall Park (Parkside Drive, Tower Hill)	Daily	Daily	2		4		2	1	1	24 hrs
Swan Hill Aerodrome (190 Back Boga Road)	Weekly	Weekly	4	1	2					24 hrs
Lake Boga										
Catalina Park	Daily	Daily	4	1	2			2		24 hrs
Marraboor Street (Town Centre)	Daily	Daily	5	1	2			2		24 hrs
Lakeside Drive (Toilet Block No 3)	Daily	Daily	4	1	2			2		24 hrs
Lakeside Drive (Toilet Block No 4)	Daily	Daily	4	1	2			2		24 hrs
Lakeside Drive (Toilet Block No 5)	Twice Daily	Daily	3	1	4	4		2		24 hrs
Jacaranda Crescent	Twice Daily	Daily	5	1	4	4		2		24 hrs
Marraboor Street (Football Grounds)	open & close	open & close	6	1	3			2		24 hrs
Kennel Club Outdoor Toilets	open & close	open & close	5	1	2					As Required
Murray Valley Hwy (Southern)	Daily	Daily	4	1	4	5		2		24 hrs
Manangatang										
Wattle Street (Town Centre)	Daily	Daily	2	1	3	1		1		24 hrs
Larundel Street	Daily	Daily	5	1	2			2		24 hrs
Nyah West										
Monash Avenue (Town Centre)	Daily	Daily	5	1	2			2		24 hrs
Nyah										
Murray Valley Highway (Toilet & BBQ Shelter)	Twice Daily	Twice Daily	5	1	4		1	3		24 hrs
River Road (Recreation Reserve - North)	Weekly	Weekly	10	1	4					24 hrs
River Road (Recreation Reserve - South)	open & close	open & close	3	2						As Required
Piangil										
Hall Street (Bowling Club & Park)	Twice Weekly	Twice Weekly	5	1	2			2		24 hrs

Robinvale										
River Street (across from Arts centre)	Daily	Daily	3	1	2	2		2		24 hrs
Perrin Street (Caix Square)	Twice Daily	Twice Daily	5	1	4		1	3		24 hrs
Bromley Road (Tourist Information Centre)	Twice Daily	Twice Daily	5	1	4	1	1	3		7am –7pm
Skate Park (Off Latje Road)	Daily	Daily	5	1	2			2		24 hrs
Recreation Reserve (Cricket Club off Robin Street)	Weekly	Weekly	5	1	4			2		24 hrs
Woorinen South										
Woorinen South Community Centre	Fortnightly	Fortnightly	3	1	2					24 hrs

PUBLIC TOILET CLEANING REQUIREMENTS:

Clean Toilet facilities ensure that they are in a hygienic and safe condition.

Maintain and update a customer service window detailing time last cleaned, time next due to be cleaned and a contact telephone number.

REPAIRS:

Contact the Contract Supervisor when parts are non-operative, defective or worn. Make safe immediately when components pose an immediate threat to the safety of the public, the Contract supervisor must be informed as soon as practical.

LITTER:

Remove all visible litter, debris and unwanted objects within the toilets and within a 5-metre radius around each toilet.

SANITARY HYGIENE:

Supply, install and maintain all equipment to carry out sanitary hygiene services. Provide a consistent, safe and hygienic solution.

SHARPS DISPOSAL:

Supply, install and maintain sharps disposal units to carry out safe and efficient sharps/syringe disposal services as per schedule. Containers must conform to Australian Standard (AS) 4031 Non-reusable containers and can only be collected by a contractor licensed to transport sharps.

DAILY TASKS:

- Sweep down all cobwebs (internal & external)
- Remove all litter in and around the vicinity, disposing of same.
- Sweep, disinfect and mop all floors, hot pressure wash where necessary, and/or hose
- Scrub clean and disinfect all basins, toilet seats, pans and cisterns, paying particular attention to pipes behind toilets and basins, which are also to be cleaned and disinfected.
- Check for any problems with function of toilets, urinals and taps.
- Remove graffiti internal and external.
- Clean all doors, walls, mirrors, light fittings, paper dispensers and soap dispensers.
- Carry out minor maintenance and report any major tasks to Supervisor, making safe any damage prior to the report.
- Where necessary, arrangements to be made to open and close specified toilet blocks.

ANNUAL TASKS:

Urinal Deep Cleaning -

Deep cleaning of the drain is to be carried out with a special formula to remove uric acid build-up, cleaning the cistern cover, high pressure washing of the trough wall, surrounds and step.

BBQ's

Asset	Address	Town	Hotplates	Picnic Shelter	Table & Chairs	Frequency
Tourist Information Bay	Murray Valley Hwy	Swan Hill	1	✓	✓	Daily
Rotary Park	Milloo St	Swan Hill	2	✓	✓	Daily
Michael Holmes Park	Marraboor Street	Swan Hill	2	✓	✓	Daily
Riverside Park North	Monash drive	Swan Hill	1	✓	✓	Daily
Riverside Park South	Monash Drive	Swan Hill	2	✓	✓	Daily
Big Cod	Curlewis Street	Swan Hill	1	✓		Daily
Steggall Park	Parkside Drive	Swan Hill	4	✓	✓	Daily
George Lay Park	Murlong Street	Swan Hill	1	✓	✓	Daily
Catalina Park	Willakool Drive	Lake Boga	2	✓	✓	Daily
Foreshore Block 4	Lakeside Drive	Lake Boga	4	✓	✓	Daily
Jacaranda	Jacaranda Crescent	Lake Boga	1	✓	✓	Daily
Gray Park	Marraboor Street	Lake Boga	1	✓	✓	Daily
Lowan Park	Wattle Street	Manangatang	2			Daily
Monash Ave Reserve	Monash Av	Nyah West	1	✓	✓	Daily
Nyah Highway	Stradbroke Ave	Nyah	2	✓	✓	Daily
Memorial Park	Beveridge Street	Piangil	1	✓	✓	Tues & Friday
Rotary Park	Bromley Road	Robinvale	1	✓		Daily
Riverside Park	McLennan Drive	Robinvale	1	✓		Daily
Harradine Park	Murray valley Hwy	Robinvale	1	✓		Daily
The Cut	McLennan Drive	Robinvale	1	✓		Daily
Woorinen South Community Centre	McCalman Street	Woorinen South	1			Fortnightly

BBQ CLEANING REQUIREMENTS:

Clean picnic/barbecue facilities ensure that they are in a hygienic and safe condition.

REPAIRS:

Replace when parts are non-operative, defective or worn. Make safe immediately when components pose an immediate threat to the safety of the public.

LITTER:

Remove all visible litter, debris and unwanted objects within a five (5) metre radius around each facility.

TASKS:

- Clean hotplates, lids and surrounds with hot water and degreaser, using hot pressure wash to remove greasy spills and stains.
- Smear only cast iron hot plates with cooking oil.
- Sweep or blow any loose materials from vicinity, picking up and disposing of any litter within five (5) metres.
- Test all BBQ's for correct operation, arranging for maintenance if necessary, making safe the facility prior to a report to the Supervisor.
- Clean tables and chairs ready for use.

DRAWINGS

SECTION 4

SCHEDULE OF DRAWINGS

Description
BUILDING PLANS
<i>Beveridge Street Office</i>
<i>Economic Development Unit</i>
<i>Lake Boga Community Centre</i>
<i>Lake Boga Community Centre (Maternal Child Health Centre)</i>
<i>Manangatang Community Centre</i>
<i>Nyah Community Centre</i>
<i>Nyah West Maternal Child Health Centre</i>
<i>Robinvale Community Arts Centre</i>
<i>Robinvale Depot</i>
<i>Robinvale Resource Centre</i>
<i>Robinvale Senior Citizens Centre</i>
<i>Saleyards Canteen</i>
<i>Splatt Street Office</i>
<i>Swan Hill Art Gallery</i>
<i>Swan Hill Depot</i>
<i>Swan Hill Maternal Child Health Centre</i>
<i>Swan Hill Regional Library</i>
<i>Swan Hill Senior Citizens Centre</i>
<i>Swan Hill Town Hall</i>
<i>Woorinen South Maternal Child Health Centre</i>
LOCALITY MAP
<i>Swan Hill Rural City Council Municipality Map</i>

OCCUPATIONAL HEALTH AND SAFETY REQUIREMENTS

SECTION 4

1 GENERAL OH&S REQUIREMENTS FOR ALL CONTRACTS

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

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

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

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

1.1 Legislative Compliance

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

1.2 Occupational Health and Safety Management Systems

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

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

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

1.3 Risk Assessment

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

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

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

1.4 Incident Notification

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

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

1.5 Non Compliance

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

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

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

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

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

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

2 ADDITIONAL OH&S REQUIREMENTS FOR HIGH RISK CONTRACTS

2.1 Health and Safety Plan

Prior to the provision of services under this Contract Agreement, the Contractor must submit to Council a Health and Safety Plan specific to the Contract Agreement and the services to be provided.

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

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

2.2 Contract Description

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

The following information must be included:

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

2.3 Contract OH&S Structure and System

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

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

The following information must be included:

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

2.4 Contract Induction and Safety Training

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

The following information must be provided:

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

2.5 Safe Work Practices and Procedures

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

The following information must be provided:

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

2.6 Workplace Health and Safety Inspections

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

The following information must be provided:

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

2.7 Health and Safety Consultation

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

The following information must be documented:

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

2.8 Emergency Procedures

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

The following information must be documented:

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

2.9 Incident Recording and Investigation

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

The following must be documented:

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

2.10 Health and Safety Performance Monitoring

The following must be documented:

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

2.11 OH&S Performance Reporting

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

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

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



Monthly OH&S Performance Report

F06

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

Date:

Report for the Month of:

Contract Number:

Contract Description:

Council's Contract Manager:

Contractor:

Performance Indicators

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

Status of Injured Personnel and Property Damage

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

OH&S Corrective Actions

Nature of Corrective Action	Risk Class	Status		Comments
		Open	Closed	

Outcomes of OH&S Audits / Inspections

Comments / Outcomes:

.....

Comments on OH&S Performance

Contract Manager:

.....

Contractor's Representative:

.....

FORM OF AGREEMENT

SECTION 5

THIS FORMAL INSTRUMENT OF AGREEMENT is made this day of

BETWEEN:

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

AND:

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

RECITALS:

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

NOW IT IS HEREBY AGREED AS FOLLOWS:

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

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



<Delete which ever is not applicable>

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

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

..... Councillor

..... Councillor

..... Chief Executive officer

EXECUTED AS AN AGREEMENT

Signed under delegation on behalf of

SWAN HILL RURAL CITY COUNCIL by its

Chief Executive Officer, Name,



.....

In the presence of:

.....
Witness

SEALING CLAUSES FOR CONTRACTOR

2.12 If the Contractor is a Company

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

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

.....
Director

.....



Director

.....

Secretary

2.13 If the Contractor is an Individual

SIGNED SEALED AND DELIVERED

By:.....

In the presence of:

.....

Witness

2.14 If the Contractor is a Partnership

SIGNED SEALED AND DELIVERED

By:.....

In the presence of:

.....

Witness

SIGNED SEALED AND DELIVERED

By:.....

In the presence of:

.....

Witness

2.15 If the Contractor is a Body Corporate

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

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.....



2.16 If the Contractor is a Council

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

.....
Chief Executive Officer

.....
Witness