



**PROVISION OF PREREGISTERED FOR SERVICES FOR  
MOYNE SHIRE COUNCIL  
WQ819**

**CLOSING DATE AND TIME: Wednesday 12 June 2019 5.00pm**

**LODGEMENT OF RATES**

**Submissions to be Addressed to:**

Contracts Officer

Contract No. WQ819

Provision of Pre-registered for Services for Moyne Shire Council

*Submission of Rates*

- To be submitted to [moyne@moyne.vic.gov.au](mailto:moyne@moyne.vic.gov.au) or
- By mail to 1 Jamieson Avenue, Mortlake 3272

## 1. General

### 1.1 Agreement

The works associated with this Agreement include:

- Inclusion of company on Pre-registered panel for consideration to undertake works as required in the area of specific maintenance of all existing, buildings and assets owned or managed by the Moyne Shire Council

All works will be co-ordinated in accordance with the directions of an authorised Council Representative.

### 1.2 Period of Agreement

The Agreement is for the period 1<sup>st</sup> July 2019 to 30<sup>th</sup> June 2022. A period of 3 years. The tenderer can withdraw from the Pre-registered panel or amend hourly rates, at any time during the Agreement period. This will be done in writing.

### 1.3 Form of Agreement

The Agreement is based on the Schedule of Rates included in Service Agreement Schedule No. 1.

Limited additional Service Providers may enter into this Service Agreement at any time during the current service agreement period.

**No guarantee of any or a quantity of is made by Moyne Shire Council. This is a Pre Register of contractors only.**

### 1.2 The Sites

Currently the sites to be covered by this agreement are varied and include but are not restricted to: Council owned or controlled properties and buildings located throughout the Shire of Moyne. Sites include Council Offices, Depots, Caravan Parks, Parks and Gardens, Halls, Toilets and Swimming Pools.

### 1.3 Workmanship

Any works shall be carried out, installed and finished in a substantial and workmanlike manner to the approval and to the satisfaction of the Council Representative under the supervision and direction of any Council's Representatives as may be appointed.

### 1.4 Notice

#### 1.4.1 Legislative Notification

The Contractor shall be required to give all notifications required under all relevant Acts, Regulations, Local Laws or By Laws which may be applicable to the execution of works under the Agreement. These notifications include but are not limited to works associated with trench excavation and confined spaces.

## **1.5 Working Hours**

Unless otherwise approved by the Council Representative, the Contractor shall work within the hours of 7.30am and 5.30pm, Monday to Friday inclusive.

It is expected that the contractor may not be available for weekend and adhoc works on all occasions. Such works are not a normal or particularly frequent occurrence.

No work shall be carried outside of these hours or on a Sunday or Public Holidays unless approved by the Council Representative.

If the Contractor wishes to work on a Saturday, Sunday or Public Holiday, the Council Representative must first give approval. Any approved work on these days will require the Contractor to meet the cost of Council's supervision for that day if required.

Contractor's are required, if requested, to attend immediate and urgent requests outside the above standard business hours, nominally between 5.30pm and 7.30am, Monday to Friday and on 24 hour call on Saturdays, Sundays and/or Public Holidays.

## **1.6 Sufficient Employees, Plant, Etc.,**

The Contractor shall have at work sufficient employees to enable the works with a specific completion timeframe to be completed within the time of completion.

The Contractor shall have sufficient plant and an adequate supply of tools and materials to maintain a rate of progress satisfactory to the Council Representative.

If, in the opinion of the Council Representative, the Contractor fails to employ an adequate number of workers, tradespeople, or has not sufficient plant, materials, equipment, etc., to keep up a satisfactory rate of progress, then Council may with-hold all progress payments wholly or in part until the Council Representative's requirements have been complied with.

## **1.8 Power to Execute Work on Contractor's Default**

If at any time during the progress of the work, or before the expiration of the Contract time, the Council Representative shall be of the opinion that the Contractor is using bad materials and/or workmanship, or is not executing the works or any part thereof in a satisfactory or sufficiently expeditious manner, he may give to the Contractor seven (7) days notice of the works to be rectified. If, in the opinion of the Council Representative the Contractor fails to rectify such cause or causes of complaint, the Council Representative, without prejudice to any right or power conferred on Council or himself by these conditions, may enter upon the site of the works with persons, tools and materials and rectify such cause or causes of complaint. The cost of such rectification shall be paid by the Contractor to Council or may be set off or deducted from any moneys due to the Contractor.

## **1.9 Damage**

The Contractor shall exercise care and avoid damage to neighbouring equipment, and other assets, etc. Should the Contractor, his employees or subcontractors cause such damage he shall immediately carry out the necessary repair work to the Council Representative's satisfaction and at the Contractor's cost.

The Contractor shall be held accountable for any damage, and shall make good any reinstatement works required to the satisfaction of the Council Representative.

The Contractor shall notify the Council Representative immediately of any damage done to any part of the site where the service is being carried out.

## **1.10 Provision for Safety**

The Contractor shall carry out the whole of the works or procure them to be carried out by sub-contractors and others concerned in a thoroughly safe manner and in particular, shall:

- a) Conform and procure that sub-contractors and others conform to the requirements of all relevant Acts or Statutes of Parliament, Regulations, By-Laws or orders relating to the safety of persons on or about the site.
- b) Ensure that all tools, tackle, gear, stagings, scaffolding, ladders, machines, winding arrangements and other equipment used by the Contractor or any others in connection with the work are of adequate strength and safe for use.
- c) Immediately discontinue or procure the discontinuance by others of any practice or remove any equipment which becomes or is likely to become unsafe.
- d) Ensure the removal from the works promptly of any of his employees or representatives or those of any sub-contractor or other party whose conduct tends to create danger to themselves or others or to the works.
- e) Carry out the workmanship specified with first class tradesmen and, if applicable, apprentices in accordance with the standard specified and the current relevant codes of the Standards Association of Australia.
- f) Rectify and/or remove all defective work from the site as and when required. Assessed value of such works will be withheld from certificates whilst such remain unremedied. In relation to cross connection of services, the contractor is fully responsible for all costs incurred in the rectification of works.

The Contractor shall hold and present suitable licences from the Occupational Health and Safety Authority and operators shall hold relevant Licences/Certificates.

### **1.10 Nature and Term of Agreement**

The term of the Agreement for the provision of these services shall be for a period of three (3) years.

The Contract shall operate on a scheduled rates and quotation basis payable monthly in arrears and shall not be subject to rise and fall except as indicated in this Clause. **No guarantee of any or a quantity of work is made by Moyne Shire Council. This is a Pre Register of contractors only.**

### **1.11 Permits**

Where the works are required to occupy Council footpaths, roadways, road reserves or carparks to conduct their service, the contractor is required to discuss the occupation of these areas with the Councils Engineering Services Officer prior to commencement of work within these areas

The contractor is required to pay all permit and road traffic management fees associated with any works

It is the contractors responsibility to obtain the necessary permits from all other authorities when operating under or adjacent to overhead powerlines or electrical aerials.

The cost of the above requirements if required is to be included in the quoted price for the particular project.

### **1.12 Induction**

The Tenderer shall allow for the attendance (maximum 3 hours) of the Principal (and at the approval of Council, one other employee) to attend compulsory Induction Training. **Tenderers cannot be engaged to conduct works for Council until they have completed the required induction.**

Induction training will take place in July 2019.

The principal shall be responsible for inducting all of their staff whom may attend Council sites and provide proof of such induction.

### **1.13 Licenses, Permits and Certificates**

The Service Provider must ensure that all staff engaged in the provision of the Works are properly trained and experienced to carry out the works.

The Service Provider must ensure that all trade licences, permits and certificates required are maintained in accordance with relevant statutes and local laws and must ensure that these certificates remain in force for the period of the Works.

#### **1.14 Insurances**

The Service Provider shall indemnify and keep indemnified Moyne Shire against all liability in respect of any actions, suits, proceedings, claims, demands, costs and expenses whatsoever which may be taken, instituted or made against Moyne Shire for personal injury to or death of any person or for injury or damage to property arising from the carrying out the works. Insurance policies to cover the Service Provider's liability as required by this clause shall be taken out and maintained by the Service Provider for the duration of the Work. Public Liability cover shall be for an amount of at least **\$10 Million**. Before commencement of the Works the Service Provider shall produce the policy to the Contracts Officer, together with evidence that the Service Provider is registered as an employer for the purpose of the Accident Compensation Act 1985.

Contractors will be requested to provide a copy of their Public Liability, Work Cover, Third Party Insurance with their submission and again at the time of the insurance renewal.

#### **1.15 Safety Plan/Manual**

It is a requirement that a satisfactory plan/manual with their submission. Submissions will not be considered until one is supplied. Further information about how to obtain a Safety Plan/Manual from Worksafe Warrnambool 55643200.

#### **1.16 Completion**

At the completion of all works, the Contractor is to remove all Trade debris remaining on the site including surplus excavated material, packaging, off cuts, redundant and used materials, waste etc, and dispose of such material in a responsible manner.

~~In accordance with the General Conditions of Contract, the Contractor shall maintain the works and correct defects for a period of not less than three months following the completion of the work.~~

#### **1.17 Inspection**

The Council Representative will make periodical inspections of the work. They shall have authority to stop work, whenever such stoppage may be necessary, to ensure proper execution and progress of the works.

They should, within a reasonable time, make a decision on all matters relating to the execution and progress of the work.

### **1.18 Existing Services**

The Contractor shall note the presence of electrical and telephone cables, gas and water mains, sewers and stormwater drains in the construction area. Prior to construction of drains and new services, existing services are to be accurately located by contacting Dial Before You Dig ☎ 1100 website <https://www.1100.com.au>

Any damage to existing services shall be made good at the Contractor's expense.

All works and materials shall comply with relevant codes and standards of the Standards Association of Australia, Worksafe Victoria, Wannon Water, the Country Fire Authority, Telstra, Moyne Shire Council and other authorities having jurisdiction over the works.

### **1.19 Protection of Works**

The Contractor shall be responsible for safeguarding the works during working and non-working hours and for all losses occurring. The Contractor shall provide full and adequate protection for work and materials generally and all finished surfaces and all materials generally and all finished surfaces and all materials subject to injury or staining and be responsible for making good all damage done to such finished surfaces and materials until completion.

### **1.20 Invoicing**

Invoices must bear the Council order number provided for that work. Invoices must be submitted in accordance with the items designated in the Schedule of Rates or as otherwise approved by the Council Representative. Any Certificate of Compliance applicable to the works invoiced must accompany the invoice unless otherwise advised by the Council Representative.

### **1.21 Emergency Maintenance**

A twenty four (24) hour mobile telephone number is to be provided as part of the submission. The successful Contractor must also have the availability of an Email address so that emergency maintenance reports or requests for new installations may be sent direct from the Council Representative.

### **1.22 Identification of Contractor**

Contractors are to be aware that it is essential they produce identification of authenticity on request by any Council staff member or public.

### **1.23 Priority of Services**

The Contractor shall be required to be available to provide the maintenance services in accordance with priorities set by the Council Representative based on response times as follows:

#### ***Urgent:***

- Work to be completed as soon as possible and to commence no later than one (1) hour after notification.

#### ***Non - Urgent***

- Work to be completed within two (2) working day after notification;

#### ***Non - Programmed***

- Work to be completed within seven (7) days after notification;

#### ***Other***

- Work to be completed within an agreed timeframe

### **1.24 Certificates of Compliance**

Where required in the regulations, the Contractor must supply the appropriate certification to Council. The **Certificate of Compliance must accompany the Contractor's invoice** to be forwarded to Council within 14 days of completion of the service, unless otherwise required by the Council's Representative.

### **1.25 Interference With Others/Schedule Of Work**

#### **1.25.1 General**

The Contractor shall schedule work so as not to interrupt or hinder the occupants of the premises, the only exception being in the case of emergency.

In some cases, it may be necessary to carry out works when the building is unoccupied. The Contractor shall promptly remove all material and equipment when the maintenance works have been completed. The Contractor shall not move or interfere with documents, papers, records, equipment of furniture or any property of Council or occupants, except to the extent that may reasonably be necessary to enable the Contractor to properly perform the works. If anything is moved, the Contractor shall replace it in the same condition and to the position in which it was found.

#### **1.25.2 Reinstatement**

If loss or damage occurs to anything whilst the Contractor is responsible for its care in the performance of the service, the Contractor shall, at the Contractor's cost, promptly make good the loss or damage.



## 1.26 Security

The Contractor shall ensure that the premises are securely locked whilst carrying out works in unoccupied buildings, also that these buildings are locked at the completion of works and alarms set if necessary.

Keys supplied to the Contractor by Council are to be kept secure and further keys will not be cut without written permission from the Council Representative. Should the Contractor lose a set of keys, all costs incurred to provide a secure building with new locks, etc, will be charged to the Contractor.

The Contractor shall ensure that members of staff are not accompanied onto the premises by persons not employed by the Contractor.

Alarms will be deactivated prior to works and activated after works are completed by the Council Representative or, only if authorised, by the Contractor or the Contractor's employees. Costs arising from the failure of the Contractor or the Contractor's employees to properly deactivate alarms will be met by the Contractor.

## 1.27 Child Safe Standards

Moyne Shire Council (MSC) is a Child Safe organisation and takes a zero tolerance approach to child abuse and will ensure that respectful attitudes, behaviours and beliefs are shaped within the culture of the organisation.

In accordance with the Child Safe Standards, Council has firm appropriate standards of behaviour for those who interact with children (those aged under 18-years) whilst performing duties on behalf of Council.

**These standards apply whether the interaction with children forms part of their duties, or is incidental to their role.**

Contractors will:

- Contribute to the safety and protection of children.
- Understand and adhere to legislative responsibilities and requirements.
- Work within the Organisation's culture of respect for Child Safety and Cultural Safety.
- Interact with Children in an age-appropriate manner at all times, modeling appropriate behavior and positive behavior
- Promote the safety, welfare and wellbeing of children
- Report any concerns regarding child safety or child abuse to your supervisor or manager and/or the appropriate authorities

### **1.28 Use of Chemicals**

The Contractor shall only use chemicals in accordance with the manufacturer's specifications.

## **CHECKLIST OF INFORMATION REQUIRED WITH TENDER**

***The Tenderer is required to complete the Form of Tender & listed Schedules and include the completed documents with the Tender and provide copies of requested information.***

***This is a requirement of acceptance of agreement.***

***Your submission will not be considered if the checklist is not complete***

DESCRIPTION	COMPLETED AND ATTACHED
FORM OF SERVICE AGREEMENT	<input type="checkbox"/>
SERVICE AGREEMENT SCHEDULE NO. 1	<input type="checkbox"/>
SERVICE AGREEMENT SCHEDULE NO. 2	<input type="checkbox"/>
COPY OF GST REGISTRATION	<input type="checkbox"/>
COPY OF WORKCOVER REGISTRATION (if applicable)	<input type="checkbox"/>
COPY OF PUBLIC LIABILITY INSURANCE	<input type="checkbox"/>
COPY OF THIRD PARTY PROPERTY INSURANCE	<input type="checkbox"/>
COPIES OF QUALIFICATIONS, LICENCES, PERMITS, CERTIFICATIONS	<input type="checkbox"/>
COPY OF SAFETY PLAN/MANUAL	<input type="checkbox"/>

# PREREGISTERED SERVICES

## (SCHEDULE OF RATES)

**Agreement No.: WQ819**

I/We the undersigned do hereby agree to undertake, carry out and complete any requested work under the Service Agreement for the rates nominated in the schedule:

The nominated rates are **exclusive** of GST.

I/We submit this Service Agreement in accordance with the attached Conditions of Agreement.

Dated this ..... day of ..... (year) .....

Full name of Service Provider: .....

Australian Company Number (ACN): .....

Australian Business Number (ABN): .....

Registered office/business address: .....

..... Telephone No.: .....

Email: .....

If a sole trader or partnership, the names and addresses of the individual members are:

(1) .....

(2) .....

(3) .....

Telephone No.: ..... Facsimile No.: .....

Signature of person submitting Service Agreement: .....

Print name: .....

Witness: .....

## PRE-REGISTERED SERVICE SCHEDULE NO. 1

### WQ819 SCHEDULE OF RATES

		Plumbing	Electrical	Carpentry	Handyman	Fencing	Concreting	Glazing	Painting	Other
Item No.	Pre-Registered Work / Description	Amount/ Rates \$ (Exclusive of GST)	Amount/ Rates \$ (Exclusive of GST)	Amount/ Rates \$ (Exclusive of GST)	Amount/ Rates \$ (Exclusive of GST)	Amount/ Rates \$ (Exclusive of GST)	Amount/ Rates \$ (Exclusive of GST)	Amount/ Rates \$ (Exclusive of GST)	Amount/ Rates \$ (Exclusive of GST)	Amount/ Rates \$ (Exclusive of GST)
1	<b>Hourly rate for the provision of works (normal working hours) (excluding travel and vehicle)</b>									
	1.1 Emergency Works									
	1.2 Urgent Works									
	1.3 Routine Works									
2	<b>Hourly rate for the provision of works <u>outside</u> normal working hours. (excluding travel and vehicle)</b>									
	2.1 Emergency Works									
	2.2 Urgent Works									
	2.3 Routine Works									
3	Hourly rate for Travelling (Include Vehicle & Labour)									
4	Fee for provision of Certificate of Compliance									

NOTE: THE SERVICE PROVIDER MUST COMPLETE THE RELEVANT TRADE SECTION OF THIS SCHEDULE TO BE CONSIDERED

**Note:**

1. *Rates can be altered after the second year, any alterations to be in writing*
2. *Costs for Materials, Permits etc will be agreed with the Responsible Officer at the time specified works are requested.*

## SERVICE AGREEMENT SCHEDULE NO. 2

**Contract No: WQ819**

### INFORMATION STATEMENT

The Service Provider shall ensure that the information is accurate and factual. All the following questions need to be answered. All information supplied will be treated as strictly confidential.

Item	Description	Details		
<b>1</b>	<b>Business Details</b>			
	Business Name:			
	Business Address:			
	Phone No:			
	Email:			
	Contact Person			
	ABN Details			
	Registered for GST? Yes / No If Yes enclose copy of Registration			
<b>1.1</b>	<b>WORKCOVER - Registration No: (If applicable)</b>			
<b>1.2</b>	<b>SUPERANNUATION SCHEME –</b> Registration No: Principal			
<b>1.3</b>	<b>INSURANCES</b>			
	<b>Type</b>	<b>Provider</b>	<b>Policy No</b>	<b>Expiry date</b>
	<b>Public Liability</b>			
	<b>Third Party Property</b> (ie: Service Provision Vehicles)			
	<b>Other</b>			

