DERWENT VALLEY COUNCIL

2019-006 INVITATION FOR APPLICATIONS FOR REGISTRATION ON COUNCIL'S MULTIPLE USE REGISTER

2019-2021

1.1. About the Council

Derwent Valley Council provides and maintains an extensive network of civil infrastructure over an area of 4,111km^2. Situated west of Hobart, the primary service centre of the Municipality is New Norfolk where the planned contract works are situated.

Derwent Valley Council has a commitment to providing and managing a high quality network of assets and enhancing local industries to support our refurbishment needs and has identified remediation and improvement works to continue to improve and enhance its civil infrastructure.

1.2. Council Policy

In performing its administrative functions and in line with its development policy, Derwent Valley Council has identified the need to undertake the works described in this scope of works document.

This invitation for registration on Council's Multiple use register is called in accordance with the provisions of the Local Government Act 1993 and Derwent Valley Council's Code for Tenders and Contracts (the code) - http://www.derwentvalley.tas.gov.au to select appropriate service providers to undertake the works.

1.3. Background

The Multiple-Use Register allows Council to carry out certain pre-checks of contractors and service providers and, subject to them satisfying the conditions for registration on the Multi use register, have them "on the books" and ready to be approached should it require goods or services of certain kinds and to certain values. This avoids the need for the public advertisement of Council's requirements in such circumstances and makes for a more efficient procurement process.

A key part of the decision making will be the Derwent Valley Council's understanding of Contractor 'in-house' competency for the particular work, and Contractor's ability to deliver cost effectively and within the agreed timeframe.

1.4. Multi Use Register

A Multiple-Use Register is a list, intended for use in more than one procurement process, of prequalified suppliers, who have satisfied the conditions for participation or inclusion on the register. Council may establish a Multi-Use Register of suppliers who meet criteria established by the Council in respect to the supply of particular categories of goods and services. Inclusion on a Multi-Use Register provides certainty for potential suppliers that they have been recognised as meeting conditions for participation.

The Council will invite tenders or quotations for a contract for the supply of goods and or services from all suppliers included on a Multiple-Use Register for a particular category of goods and or services.

Some services such as minor electrical or building repairs and provision of plant and equipment may be required on a brief one-off basis. For such services applicants will be required to provide details of their current hourly rates at which their services or plant and equipment will be provided to Council. Any variations to those rates should be notified to Council. Engagement for such services, particularly in cases where emergency work is required, may be simply on the basis of an order for works being issued to one registrant in the relevant category.

Council retains the right to invite tenders or quotations publicly or from parties not registered on the Multiple-Use Register for categories of works or services listed on the Multiple-Use Register if in the circumstances it considers it necessary to do so.

Council is required to publicly invite applications for registration on the MUR every two years. However suppliers may apply for registration at any time provided they have not had an application rejected within the preceding 12 months.

1.5. Council Contact

All enquiries during the Tender Period should be directed through the Tenderlink Portal.

1.6. Extent of the register

The works under this register comprise all works as detailed in this document.

Contractors whose business includes the provision of any of the listed works and services and who can meet the registration criteria for those services may apply for registration on the Multiple-Use Register.

1.7. Documents

The Application for Registration documents will include the following items:

Conditions of Application for Registration (this document)

Schedules as provided in conditions of tendering

- Category 1 – Trades
- Category 2 – General Services
- Category 3 – Plant and Equipment

1.8. Documents to be lodged

Documents shall be lodged via the Tenderlink Portal and carry the Tender Reference number and Tenderer name. Tenderers must complete the Tender Form provided and lodge it with all required and accompanying information.

Tenders not lodged in accordance with this clause will not be accepted.

Tendered Documents should include the minimum requirements detailed in the "Table of Requirements" below.

Table of Requirements	Supplied Y/N
Application Form completed	
Insurance Certificates of Currency	
Contractor's Business Profile	
Details of Key Personnel Delivering the Works	
Schedule of Rates	

Work Health and Safety Questionnaire (Schedule 3)	
Work Health and Safety Documentation (Schedule 3)	
Warranties and Guarantees	
List of Suppliers and Subcontractors	

1.9. Application Form

The Application Form included in this documentation must be completed, signed and returned by the Contractor. To be valid it must include a declaration from the Contractor that the Contractor agrees to the Conditions of Application, the information provided in the application is accurate and correct and the person signing the form is duly authorised to do so.

1.10. Contractor's Profile

In order to assist the Council in assessing the most suitable Contractor, their credibility and ability to undertake the works, tenderers must provide a business profile including a description of past experience in the delivery of required services, equipment owned (if applicable), safety and risk management processes and key personnel that would be available to provide the proposed service.

1.11. Work Place Health & Safety

Contractor's must provide details of their company's Workplace Health and Safety skills, experience and ability to deliver the service/goods required within this contract as detailed in Section 3 of this document.

1.1. Price Exclusions

Contractor's must clearly state if there are any waivers, exclusions, assumptions or price exclusions in the tendered price. The tenderers will provide supporting information as to the reason for the stated price exclusions.

1.2. Lodgement of Applications

Applications through this initial registration should be submitted through the Tender Portal.

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

1.3. Closing

Applications for registration close at 2:00pm 22 August 2019.

1.4. Contractor's Conduct

Contractors must not:

- Engage in any form of collusive tendering;
- Lobby Councillors or Council employees;
- Offer gifts or personal benefits to Councillors or Council employees.

Any Contractors will be disqualified if a Contractor is found to have acted in breach of this requirement.

All Evaluation criteria and general information will be taken from the total tendered package submitted by the Contractor as well as those specified within the table above marked Tender details.

Knowledge of Tenderers experience and performance will also form part of the consideration.

1.5. Tender Clarification

The Council reserves the right to clarify Tenders and request further information for which the Tenderer must respond in the time frame given provided that the Council provides the Tenderer with at least one week to comply with the request.

1.6. Assessment of Tenders

The Council may request a Tenderer to submit additional information concerning the tender before the tender is accepted.

If the Tenderer fails to submit any information so required by the date and time stipulated by the Council, the Council reserves the right to not consider the tender any further.

Tenderers are advised that the Council reserves the right to seek clarification and additional information from third parties.

During the period of the evaluation process, the Council may negotiate with Tenderers to vary their Tenders either on the grounds of technical capability, cost, effectiveness or matters relating to the combination of one part of the tender with another part of the Tender.

The Council also reserves the right to negotiate with several tenderers to finalise the commercial terms to form a contract.

1.7. Complaints Process

Information regarding the Council's formal complaint resolution process is set out in the Council's Customer Service Charter

In the first instance, complainants are encouraged to seek resolution by contacting the Council representative who is managing the Tender. If relevant, complainants are encouraged to seek a debriefing, if they have not already done so.

If a complainant is not able to satisfactorily resolve the complaint with the Manager of the Tender process, the complainant may write to the General Manager outlining the nature of the complaint, providing copies of all correspondence, documents and other relevant material. The General Manager will take whatever action is considered necessary to resolve the complaint, alternatively put in place a process for the resolution of the complaint, or may refer the matter to a statutory review process where appropriate.

2. GENERAL REQUIREMENTS

2.1. Australian Business Number

Only suppliers with an Australian Business Number (ABN) will be considered eligible to tender for this contract. The supplier's ABN is to be included on all invoices.

2.2. Legislation

The Contractor shall comply with any Federal (Commonwealth) and Tasmanian State Acts, Regulations, local laws and by-laws, Codes of Practice, Australian Standards and any Derwent Valley Council specific policies and procedures which are in any way applicable to the execution of the works or performance of any services specified within this tender documentation.

2.3. Workplace Health and Safety & Risk Management

Generally, all works will comply with all Environmental, WH&S and other relevant statutory requirements. Specific workplace health and safety requirements are detailed in Section 3 of this document.

2.4. Regulations and fees

The Council will pay any fees recoverable in respect of the works for:

- Certificate of Likely Compliance by independent building surveyor.
- Building permit assessment and inspections.
- Plumbing permit assessment and inspections.
- TasWater Certificate for Certifiable Work (if applicable).
- TasWater headworks contribution (if applicable).

Tenderers will make allowance in their Tender for all other fees and charges levied by authorities having jurisdiction over the works, including fees for connections to infrastructure services, recoverable in respect of the works.

The Contractor will be responsible for meeting the compliance requirements of all approvals and for coordinating mandatory notices and inspections required under the approval process.

2.5. Tasmanian Building and Construction Industry Training Board (TBCITB)

The Tenderers will be responsible to ensure that the requirements of the Tasmanian Building and Construction Industry Training Board (TBCITB) are adhered to, including payment of any applicable fees.

2.6. Insurance

For the purposes of this Contract the Contractor will take out and keep current at all times throughout the Term of the contract the following policies of insurance:

a) A public liability policy of insurance ("the public liability policy") in respect of the Contractors performance or non-performance of its obligations under this Contract for an amount of $20,000,000. The public liability policy will include a cover note or letter from Insurer indicating that the public liability is in the joint names of both the Derwent Valley Council and the Contractor for any claims for personal injury or property damage arising out of any Claim or negligence of the Contractor;

b) A worker's compensation policy of insurance in accordance with the *Workers Rehabilitation and Compensation Act 1988* for any employees, deemed employees or independent Contractors of the Contractor;

c) A comprehensive motor vehicle insurance policy for an amount at least equal to the value of the Collection Vehicles owned or under the control of the Contractor and used in connection with this

Contract and including motor vehicle third party property damage insurance with respect to those vehicles for an amount of not less than $5,000,000;

d) A compulsory third party insurance policy for personal injury to a person directly from a motor vehicle accident.

Such insurance policies will be held with an insurance company approved by Council but the Council is not to unreasonably withhold approval.

If requested by the Council, the Contractor will provide copies of the policies and with the certificates of currency for such policies.

The Contractor will not do or permit to be done anything as a result of which any insurance effected by the Contractor or the Council may be rendered void or avoidable or the premium payable on any such insurance will be liable to increase (except with the Council's approval).

2.7. 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 of its obligations under this Contract and are directly related to the negligent acts, errors or omissions of the Contractor.

The Contractors liability to indemnify the Council and to hold harmless will be reduced proportionally to the extent that any act, error or omission of the Council, its servants or agents, contributed to the loss or liability.

2.8. Warranties

The Contractor will obtain, and will ensure that the Derwent Valley Council will have the benefit of, warranties and guarantees as specified in the Contract, including warranties or guarantees that are obtained by the sub-contractors of the Contractor.

Unless otherwise specified or agreed, warranties or guarantees specified in the Contract will name the Derwent Valley Council as warrantee and will be furnished by the warrantor direct to the Derwent Valley Council.

Copies of all warranties or guarantees will be lodged prior to the issue of the Final Payment.

2.9. Performance review

After completion of the works, the Derwent Valley Council will review the performance of the Contractor. This review will assist the Council in determining the ability and capability of the Contractor to undertake future works for the Council.

2.10. Interpretation of Documents

The Contractor will comply with the true intent and meaning of the Drawings and Specification, taken as a whole. All items either indicated on the Drawings or written in the Specification are part of the Contract.

In the event there is any conflict between the Conditions of Contract, the Specification, the Drawings and any other documents forming part of the Contract then the order of precedence will be:

a) the provisions of the Formal Instrument of Agreement will be paramount

b) The provisions of the Contract Conditions will take precedence over the Specification, the Drawings and other documents (other than the Agreement) the case of any conflict between the Specification, the Drawings and other documents (other than the Agreement and the Contract Conditions), the Council will give a decision.

2.11. Work Hours

Work will normally be carried out in accordance with Local Council by-laws but generally only between the hours of **7.30 a.m. and 5.30 p.m. Monday to Saturday.** Works will not be performed outside these hours or on Sunday without prior approval in writing from the Council. Work will not be performed on Good Friday and Christmas Day without the prior approval of Council.

SCHEDULE 3

3. WORKPLACE HEALTH & SAFETY AND RISK MANAGEMENT

3.1. General Workplace Health and Safety Requirements

Contractors must provide the Services in accordance with the requirements of the *Work Health and Safety Act 2012,* its Regulations and Codes of Practice.

The Contractor will be responsible for providing the Services in a safe manner and at all times identify and exercise all necessary precautions for the health and safety of all persons including the Contractor and persons under its control and their employees, the Council's employees and their agents, and members of the public who may be affected by the provision of the services under this Agreement.

The Contractor must inform itself of all workplace health and safety policies, procedures or measures implemented or adopted by the Council and/or occupiers of any workplace at or within which the Contractor will provide services under this Agreement. The Contractor must comply with all such policies, procedures or measures so that the highest level of health and safety compliance is achieved and maintained.

The Contractor will comply with any and all lawful directions of the Council relating to workplace health and safety.

3.2. Legislative requirements

The Contractor must comply with any Acts, Regulations, local laws and by-laws, Codes of Practice, Australian Standards and Council Workplace Health and Safety (WHS) policy and procedures which are in any way applicable to this Agreement or the performance of the services under this Agreement.

The Contractor warrants that it will obey all Council safety prescriptions and policies and any applicable State and Federal laws, including the provisions of the *Workplace Health and Safety Act 2012* and any relevant regulations.

When the Contractor provides at its expense a person to operate the equipment pursuant to this Contract ("the Operator"), the Contractor warrants that:

a) The Operator is competent to operate the equipment in a safe and efficient manner.
b) The Operator has been formally certified by a recognised appropriate authority (where such certification is available) as being a competent operator to use the equipment.
c) All matters necessary for the safe operation of the equipment have been explained to the Operator and the Operator has demonstrated an understanding of those matters in the Operator's use of the equipment.

For all equipment the Contractor warrants that the equipment has been formally certified by a recognised appropriate authority (where such certification is available) as being safe and suitable to be operated as required under this Contract.

The Contractor will at its expense keep the equipment in good running order suitable for the job required at all times and undertake repairs immediately upon breakdown or loss of efficiency due to condition of the machine.

Prior to the commencement of the operation, the Contractor will be required to undertake a risk assessment with respect to the works in accordance Schedule 3. Risk management requirements will be included within the contract documentation.

3.3. Incident notifications

If the Contractor is required by the Workplace Health and Safety Regulations or by any other Regulations or Act to give any notice of an accident occurring during the performance by the Contractor of Services under the Agreement, the Contractor must at the same time or as soon thereafter as possible in the circumstances give a copy of the notice to the Council.

The Contractor must promptly notify the Council of any accident, injury, property or environmental damage, which occurs during the carrying out of the Services. All lost time incidents must be immediately notified to Council. The Contractor must within five (5) days of any such incident provide a written report giving complete details of the incident, including results of investigations into its cause, and any recommendations or strategies for prevention in the future. Council may direct the Contractor to suspend the Services until such time as the Contractor satisfies Council that the Services will be resumed in conformity with applicable health and safety provisions.

During periods of suspension referred to above, Council will not be required to make any payment nor time variations whatsoever to the Contractor.

3.4. Contractor WHS management system

The Contractor must provide details of its Workplace Health and Safety (WHS) Management System in compliance with all duties of an employer specified in the *Work Health and Safety Act 2012.*

The Contractor must submit a complete copy of their WHS Management System documentation which must also include as a minimum requirement:

- WHS policy and objectives
- Organisation structure & responsibilities
- Safe work practices and procedures
- WHS training and induction
- WHS auditing & inspection procedures
- WHS consultation procedures
- WHS performance monitoring

All tenderers are to complete the below Workplace Health and Safety questioner and return with tender documents.

Management of Health and Safety
If you do not have a Certified Management System, please complete the following

		Yes	No	N/A
1.	**WHS Policy and Management**			
1.1	Does the tenderer have written work health and safety policy? ***If yes, provide a copy of policy***	☐	☐	☐
1.2	Does the tenderer have a third party certified WHS Management System? ***If yes, provide details***	☐	☐	☐
1.3	Does the tenderer have a WHS Management System manual or plan? ***If yes, provide a copy of contents page(s)***	☐	☐	☐
1.4	Are WHS responsibilities clearly identified for all levels of staff? ***If yes, provide details***	☐	☐	☐
2.	**Safe Work Practices and Procedures**			
2.1	Has the tenderer prepared safe operating procedures or specific safety instructions relevant to its operations? ***If yes, provide a summary listing of procedures or instructions***	☐	☐	☐
2.2	Does the tenderer have any permit to work systems? ***If yes, provide a summary listing or permits***	☐	☐	☐
2.3	Is there a documented incident reporting and investigation procedure? ***If yes, provide a copy of a standard incident report form***	☐	☐	☐
2.4	Does the tenderer have procedures for maintaining, inspecting and assessing the hazards of plant operated/owned by the tenderer?	☐	☐	☐
2.5	Does the tenderer have procedures for storing/handling hazardous substances and dangerous goods?	☐	☐	☐
2.6	Does the tenderer have procedures for identifying, assessing and controlling risks associated with manual handling?	☐	☐	☐
3.	**WHS Training**			
3.1	Is health and safety training conducted in your organisation?	☐	☐	☐
3.2	Is a record maintained of all training and induction programs? ***If yes, provide details***	☐	☐	☐
3.3	Have all workers and others engaged in construction work received white card induction training before undertaking construction work?	☐	☐	☐
4.	**Health and Safety Workplace Inspection**			
4.1	Are regular health and safety inspections at worksites undertaken?	☐	☐	☐
4.2	Is there a procedure for workers to report hazards at workplaces?	☐	☐	☐
4.3	Are standard workplace inspection checklists used for WHS inspections? ***If yes, provide details or examples***	☐	☐	☐
5.	**Health and Safety Consultation**			
5.1	Does the tenderer have a workplace health and safety committee?	☐	☐	☐
5.2	Does the tenderer have workers involved in decision making over WHS matters?	☐	☐	☐
5.3	Are there worker elected Health and Safety Representatives (HSR)?	☐	☐	☐
6.	**WHS Performance Monitoring**			
6.1	Does the tenderer have a system for recording and analysing WHS performance statistics?	☐	☐	☐
6.2	Are workers regularly provided with information on the tenderer's health and safety performance?	☐	☐	☐
6.3	Has the tenderer been convicted of any WHS offence in the last five years? ***If yes, provide details***	☐	☐	☐

3.5. Non Compliance

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

a) not conducting the Services in compliance with the Contractor's Workplace Health and Safety Plan, health and safety management procedures, relevant legislation or health and safety procedures, or

b) conducting the Services in such a way that exposure to any risks to the health and safety of Contractor's employees or Council's or its Contractors' and Sub-Contractors' employees, plant, equipment or materials have not been eliminated or minimised as far as is reasonably practicable, the Contractor must promptly remedy that breach of Workplace Health and Safety.

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

During periods of suspension referred to above, Council will not be required to make any payment nor time variations whatsoever to the Contractor.

If the Contractor fails to rectify any breach of health and safety for which the Services has been suspended, or if the Contractors performance has involved recurring breaches of health and safety, the Council may at its option terminate the Services, without further obligation to the Contractor.

In this event, Council's liability will be limited to payment for the Services performed and costs incurred by the Contractor up to the time of termination or suspension of Services.

If the Council takes work out of the hands of the Contractor the Council will complete that work and the Council may without payment of compensation take possession of such of the Constructional Plant and other things on or in the vicinity of the site as are owned by the Contractor and are reasonably required by the Council to facilitate completion of the work.

If the Council takes possession of Constructional Plant or other things, the Council will maintain the Constructional Plant and on completion of the work the Council will return to the Contractor the Constructional plant and any things taken under this Clause which are surplus.

When work taken out of the hands of the Contractor is completed the Superintendent will ascertain the cost incurred by the Council in completing the work and will issue a certificate to the Council and the Contractor certifying the amount of that cost.

If the cost incurred by the Council is greater than the amount which would have been paid to the Contractor if the work had been completed by the Contractor, the difference will be a debt due from the Contractor to the Council. If the cost incurred by the Council is less than the amount that would have been paid to the Contractor if the work had been completed by the Contractor, the difference will be a debt due to the Contractor from the Council. The Council will keep records of the cost in a similar manner to that prescribed.

If the Contractor is indebted to the Council, the Council may retain Constructional Plant or other things taken until the debt is satisfied. If after 14 days' notice, the Contractor fails to pay the debt, the Council may sell the Constructional Plant or other things and apply the proceeds to the satisfaction of the debt and the costs of sale. Any excess will be paid to the Contractor.