



14 July 2021

WEST WIMMERA SHIRE COUNCIL

Tender Description: Power Alteration Kaniva Caravan Park

Tender No. CM0548

TENDER DOCUMENTS

TABLE OF CONTENTS

TENDER DOCUMENTS	1
TENDER DETAILS – PART 1	2
TENDER CONDITIONS – PART 2.....	4
1 INTRODUCTION.....	4
2 NATURE OF CONTRACT	5
3 TENDERS.....	5
4 INFORMATION.....	8
5 EVALUATION OF TENDERS.....	8
6 ACCEPTANCE OF TENDER	9
7 PROBITY OF TENDER PROCESS.....	9
8 DISCLOSURE OF TENDER INFORMATION	9
9 IN-HOUSE TENDERS	10
10 LIMITATION OF LIABILITY	10
11 PRIVACY	10
12 SPECIFICATIONS.....	12
13 SECTION 1 GENERAL CLAUSES.....	14
14 SECTION 2 WORKS PROGRAMME.....	21
ATTACHMENT A ADDITIONAL INFORMATION AND DOCUMENTATION	22
ATTACHMENT B SELECTED SUB-CONTRACTORS.....	23

TENDER DOCUMENTS

Tenderers are invited to submit a tender to complete the works on the basis set out in these Tender Documents.

1 Background

West Wimmera Shire Council is a municipal council established under the *Local Government Act 2020* (Vic).

The Principal is seeking tenders from suitably qualified and experienced contractors to for the provision of an alteration to the electrical system at the Kaniva Caravan Park as described in the Contract Documents.

2 Structure of Request for Tender

These Tender Documents comprise five (5) parts as described below:

Part No.	Title	Purpose
1	Tender Details	The Tender Details contain the specific details for this tender.
2	Tender Conditions	The Tender Conditions set out the general terms and conditions for submitting a conforming tender.
3	Formal Instrument of Agreement	The Formal Instrument of Agreement sets out the general conditions and the documents that will comprise of the contract.
4	Specifications	The Specifications to provide a description of the requirements of a product.
4	Tender Schedules	The Tender Schedule sets out the information which the Principal is seeking from tenderers and which must be returned to the Principal in the form requested by the Principal.

TENDER DETAILS – PART 1

1. The work to be performed under the Contract is:

Installation of a new meter box and main switchboard, and the reconnection of an existing switchboard and one final sub-circuit

2. The work is to be performed at:

Kaniva Caravan Park

3. The Closing Time for Tenders by which tenders must be lodged is:

Monday 2 August 2021 at 2.00pm

4. The contact person for the tender process is:

Trent Davis – Coordinator of Projects

Telephone: 13 99 72

Email: trentdavis@westwimmera.vic.gov.au

5. A pre-tender briefing will not be held.
6. The Tender Documents are available on the Internet at the site nominated in the tender advertisement. Any potential tenderer downloading the Tender Documents from the Internet must complete the Internet Feedback Form. Any addenda to the Tender Documents (revisions, clarifications and the like) will be available via the Internet Feedback Form.
7. The tenderer must complete and submit the Tender Schedules (including submitting any documents required to be submitted by the Tender Schedules).
8. The tender evaluation criteria are:

Criteria	Weighting
- Tendered price	30%
- Relevant experience and expertise	20%
- Available resources	15%
- Tender documentation compliance	20%

- Local, social and economic benefit

15%

Please note that clause 5.1 of the Tender Conditions sets out the full process for evaluation of tenders.

TENDER CONDITIONS – PART 2

1 INTRODUCTION

1.1 Definitions

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

- 1.1.1 “**Attachment**” means an attachment to these Tender Conditions;
- 1.1.2 “**Closing Time for Tenders**” has the meaning set out in the Tender Details;
- 1.1.3 “**Conforming Tender**” means a tender which is not a Non-Conforming Tender;
- 1.1.4 “**Contact Person**” means the person nominated as such in the Tender Details;
- 1.1.5 “**Contract**” means the contract between the Principal and the successful tenderer to be evidenced by the documents described in the Formal Instrument of Agreement;
- 1.1.6 “**Electronic Tender Box**” has the meaning set out in the Tender Details;
- 1.1.7 “**Formal Instrument of Agreement**” means the Formal Instrument of Agreement contained in Attachment A;
- 1.1.8 “**Non-Conforming Tender**” means a tender which:
 - (a) does not comply with any requirement specified in these Tender Condition; 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;
- 1.1.9 “**Personal Information**” means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion;
- 1.1.10 “**Principal**” means West Wimmera Shire Council; and
- 1.1.11 “**Schedule**” means a schedule forming part of the Tender Schedules.

1.2 Interpretation

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

2 NATURE OF CONTRACT

2.1 Work to be Performed

The work to be performed under the Contract is described in general terms in the Tender Details. Tenderers should, however, ensure that they read the Contract fully to ascertain the work to be performed as the terms on which the work to be performed will be evidenced solely by the Contract.

2.2 Tenderer to Make Enquiries

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

2.2 Additional Information

Additional information and documentation relevant to the Contract is contained in Attachment A. This information and documentation will not form part of the Contract and the Principal does not warrant its accuracy.

2.3 Contact Person

All enquiries regarding the tender process or the Contract must be sent, in writing, to the Contact Person.

2.4 Form of Contract

A copy of the Contract is set out in Part 3, including the Formal Instrument of Agreement. Tenderers should familiarise themselves with the Contract and any specifications and drawings listed in the Formal Instrument of Agreement.

Standard specifications or drawings of the Principal may be listed in the Formal Instrument of Agreement. The versions to be applied are those current at the Closing Time for Tenders.

2.5 Selected Sub-contractors

Tenderers are advised that the work nominated in Attachment B must be performed by one (1) of the sub-contractors nominated in Attachment B with respect to that work. If only one (1) sub-contractor is nominated with respect to any type of work, that sub-contractor must be engaged to perform the relevant work. Attachment B also indicates whether or not it is possible for a tenderer to submit a non-conforming tender which proposes the use of a sub-contractor other than one named in Attachment B. A tender must nominate the sub-contractor to which the tenderer proposes to engage to perform any selected sub-contract work and confirm that the tenderer has made arrangements for such work should its tender be successful.

3 TENDERS

3.1 Form of Tenders

The Tender Schedules -

3.1.1 with Schedules completed; and

3.1.2 any other information submitted for -
will constitute a tender.

3.2 **Lodgement of Tenders**

3.2.1 Tenders will be received only until the Closing Time for Tenders.

3.2.2 Tenders can be lodged by electronic mail at taryncarter@westwimmera.vic.gov.au

The Principal will not consider a tender submitted by any other means.

~~3.2.3 If the Tenderer has any technical difficulties while uploading, tenderers should contact the Principal's Electronic Tender Box Support Desk on 03 5392 7709.~~

~~3.2.4 Tenders can be uploaded to the to the contact person in Microsoft Office or Adobe PDF document format. The size of uploaded files is limited to a maximum of 500MB. The system will allow a maximum of 10 files to be uploaded at one time with a total file size of 2GB. Council's preference is for a zipped file to be uploaded containing tender submissions with other relevant document files.~~

~~3.2.5 The Principal will not consider late tenders. A tender lodged after the Closing Time for Tenders will be returned to the tenderer. Tenderers will not be able to upload tenders into the Electronic Tender Box after the Closing Time for Tenders.~~

3.3 **Principal not Bound to Accept Tender**

The Principal is not bound to accept the lowest or any tender and may determine:

3.3.1 not to proceed with any of the tenders;

3.3.2 to re tender the work under the Contract;

3.3.3 to proceed with an arrangement other than a tender process to have the work under the Contract executed;

3.3.4 to negotiate with a preferred tenderer; or

3.3.5 not to proceed with the work under the Contract.

3.4 **Non-Conforming Tenders**

The Principal is not required to consider a Non-Conforming Tender, but reserves the right to consider and accept a Non-Conforming Tender without offering any other tenderer the opportunity to re-tender on the same basis.

Tenderers are required to complete Schedule 10 for each tender submitted (whether a Conforming Tender or a Non-Conforming Tender).

3.5 **Discrepancies and Inadequate Information**

If a tenderer -

3.5.1 finds any discrepancy, error or omission in the Tender Documents;

3.5.2 considers that any work necessary for the completion of the Contract has not been adequately described or included in the Tender Documents; or

3.5.3 has any doubt as to the meaning or completeness of any portion of the Tender Documents -

~~it must seek clarification from the by the online Question and Answer forum available via the Communication button on the e-tendering portal, as soon as possible and, in no case, less than one (1) business day before the Closing Time for Tenders.~~

~~Any clarification provided pursuant to this clause may be given in the form of an addendum to all tenderers.~~

3.6 **Tender Addenda**

The Principal may issue to each tenderer addenda to the Tender Documents at any time prior to the Closing Time for Tenders.

Tenderers must refer to each tender addendum in their tenders by completing Schedule 11. The Contact Person has no authority to make any representation or give any explanation to tenderers as to the meaning of anything contained in the Tender Documents or anything to be done or not to be done by a tenderer, other than by a written addendum.

3.7 **Changes to the Tendering Process**

The Principal may at any time by notice in writing to tenderers, change -

3.7.1 the Closing Time for Tenders;

3.7.2 the tendering procedure; or

3.7.3 the scope of the Contract -

outlined in the Tender Documents.

3.8 **Withdrawal of Tenders**

Tenders may not be withdrawn within 120 days after the Closing Time for Tenders without the consent of the Principal.

3.9 **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 Principal expressly disclaims any intention to enter into any such contract.

3.10 **Costs Associated with Preparing Tenders**

All costs and expenses incurred by tenderers in any way associated with the development, preparation and submission of a tender, including attendance at meetings and the provision of additional information required by the Principal, will be borne entirely by the tenderers. No tenderer, whether successful or unsuccessful, will be entitled to make any claim against the Principal for such costs and expenses.

4 INFORMATION

4.1 Questionnaire

Tenderers must provide the information requested in the Schedules as part of their tenders.

4.2 Conflict of Interest

When submitting its tender, the tenderer must declare any actual or potential conflicts of interest which may arise between the tenderer and the Principal or the Principal and any sub-contractor which the tenderer proposes to engage in respect of the work under the Contract.

5 EVALUATION OF TENDERS

5.1 Evaluation Criteria

The tender evaluation panel will evaluate tenders in accordance with the evaluation criteria listed in the Tender Details. For this purpose, the tender evaluation panel will determine the weightings to be applied to each of the evaluation criteria.

The tender evaluation panel may determine not to fully evaluate any tender if, in the opinion of the tender evaluation panel, the tender does not adequately address or meet any of the evaluation criteria.

The tender evaluation panel may, at any stage during the tender evaluation process, elect to not further evaluate any tender if the tender evaluation panel comes to the conclusion that the tender is unlikely to be recommended as the preferred tender even if the tender was fully evaluated.

Tenderers should ensure that sufficient information is included in their tenders to facilitate proper evaluation in accordance with the stated criteria.

The Principal will award the tender on the basis of the best quality and value for money, as determined by the Principal. In determining the best quality and value for money, the Principal will have regard to the report prepared by the tender evaluation panel and any other factors which it considers relevant. The Principal may elect to re-evaluate tenders and may apply weightings to the evaluation criteria which are different to those applied by the tender evaluation panel.

5.2 Post-Tender Submissions

The tender evaluation panel or Principal may require a tenderer to submit additional information concerning its tender, to personally discuss its tender or to make a formal presentation with respect to its tender before any tender is accepted.

Should a tenderer fail to -

5.2.1 submit the additional information so required by; or

5.2.2 attend personally to discuss its tender at; or

5.2.3 make a formal presentation with respect to its tender -

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

5.3 **Rectification of Errors and Omissions**

The Principal reserves the right to:

- 5.3.1 check tenders for errors and omissions;
- 5.3.2 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
- 5.3.3 by agreement with a tenderer, otherwise amend the tender of the tenderer to remedy the effect of any errors or omissions.

6 **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. The successful tenderer must execute and return to the Principal a formal agreement in the form of the Formal Instrument of Agreement, as amended by the insertion of any details which are intended to form part of the Contract, within seven (7) days of its receipt from the Principal.

7 **PROBITY OF TENDER PROCESS**

7.1 **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.

7.2 **Canvassing**

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

- 7.2.1 member of the Principal's staff; or
- 7.2.2 councillor of the Principal -
to
- 7.2.3 solicit support for their tenders; or
- 7.2.4 otherwise seek to influence the outcome of the tender process.

The tender of any tenderer which engages in conduct prohibited under clause 7.2 may not be considered by the Principal.

8 **DISCLOSURE OF TENDER INFORMATION**

Tenderers are advised that a report on the tender process may be presented at an open meeting of the councillors of the Principal. Consequently, information from the tender of the tenderer may become publicly available.

Unless and until tenders are considered at a meeting of the councillors of the Principal, the Principal will endeavour to maintain confidentiality of price and other information submitted by each tenderer.

Tenderers should, however, be aware that the Principal may be legally required to disclose information concerning a tender to a third party through a court order or otherwise.

All documents and other material submitted in response to this tender become the property of the Principal, on submission, and the Principal may use such documents and other material for any purpose it sees fit.

9 IN-HOUSE TENDERS

In instances where an in-house tender may be received, the Principal will:

- 9.1 disclose to all potential tenderers that an in-house bid may be submitted;
- 9.2 clearly separate its role as a purchaser from that of a provider of services;
- 9.3 ensure that those involved with the preparation of the in-house tender do not participate in the evaluation of tenders received; and
- 9.4 apply the same conditions of tendering to the in-house tenderer as it does to an external tenderer, except for any modifications necessary to reflect the fact that the in-house team is part of the Principal, rather than a separate legal entity.

10 LIMITATION OF LIABILITY

Except for such conditions or warranties as are implied by the *Competition and Consumer Act 2010* (Cth) or the laws of a State or Territory and which cannot be lawfully excluded, no warranty is given and no representation is made by the Principal (whether by its employees, agents, advisers or otherwise) in relation to:

- 10.1 the accuracy or reliability of any document provided by the Principal to a tenderer in connection with the tender (including the Tender Documents); or
- 10.2 the conduct of the tender process or selection of the successful tenderer.

Save for any liability arising from a breach of any condition or warranty which is implied by virtue of legislation and which cannot be excluded, the Principal expressly disclaims any liability to any tenderer or any other person (including liability based on any wilful or negligent act or omission) for:

- 10.3 any losses or damages arising out of or in connection with the provision of any document (including the Tender Documents) provided by the Principal to a tenderer in connection with the tender; or
- 10.4 the conduct of the tender process or selection of the successful tenderer.

11 PRIVACY

If a tenderer is required or chooses to disclose any Personal Information to the Principal in its tender (including, without limitation, any Personal Information pertaining to any employee of the tenderer, any proposed sub-contractor to the tenderer, any employee of any proposed sub-contractor to the tenderer or any other person) the tenderer warrants that:

- 11.1 it has complied with the *Privacy Act 1988* (Cth), the *Privacy and Data Protection Act 2014* (Vic) and any other relevant legislation with respect to the collection, use and disclosure of such Personal Information; and
- 11.2 at the time of collecting the Personal Information, it obtained all necessary consents and authorisations from the persons to whom that Personal Information relates to

enable disclosure of the Personal Information to the Principal, the Principal's employees and any advisors to the Principal.

The tenderer must indemnify, keep indemnified and hold harmless the Principal, in respect of any loss, liability or expense suffered or incurred by the Principal arising out of, or in connection with, any breach of the tenderer's obligations under this clause.



14 July 2021

WEST WIMMERA SHIRE COUNCIL

Tender Description: Power Alteration Kaniva Caravan Park

Tender No. CM0548

SPECIFICATIONS

INDEX**Section 1 - General Clauses**

- 1.1 General
- 1.2 Nature of Contract
- 1.3 Contract Payment
- 1.4 Contractor to Inform Himself
- 1.5 Requirements of Statutes and Subordinate Legislation
- 1.6 Insurance
- 1.7 Contract Period
- 1.8 Works Commencement
- 1.9 Security Deposit
- 1.10 Tendered Rates
- 1.11 Performance
- 1.12 Staff
- 1.13 Occupational Health & Safety
- 1.14 Quality Plan

Section 2 - Works Program

- 2.1 General
- 2.2 Supervisor to be advised
- 2.3 Protective Clothing and Safety Equipment
- 2.4 Equipment and Supplies
 - 2.4.1 Contractor
 - 2.4.2 Council
- 2.5 Extent and nature of work
- 2.6 Disposal of Waste
- 2.7 Contract Performance

Section 1 - General Clauses

1.1 General

Tenderers are invited to undertake work at the Kaniva Caravan Park for the power upgrade.

1.2 Particular Requirements

All work to be completed in accordance with the Service & Installation Rules, AS3000, AS3001, AS3008 and all other relevant standards. Before work commences, the contractor shall meet on site with the West Wimmera Shire Council to confirm all new services at work locations.

Contractors to complete all scoping in regards to safety before any work commences. This includes cable locations and making the area safe to the general public. Comply with WorkSafe requirements including either working on panels containing asbestos, or the removal and disposal of panels containing asbestos.

Contractor to complete all associated applications.

Contractor to pay all fees such as Truck Appointment and Inspection Fees

Install New free standing Meter Location & Main Switchboard (minimum 42 pole) with a capacity of 100amps per phase.

Install new 3 phase 100A consumers mains from new meter location to existing pillar
Install within 1.5m of adjacent northern fence.

Replace Asbestos Panel at Service Pillar & Install 6 New Service Fuses – three phase mains to existing meter location on swimming amenities and three phase mains to new meter location

Install new 63A, 3 phase Submain from new Main Switchboard to existing Switchboard.
Update existing switchboard where required.

Relocate one existing power head final sub circuit to new Main Switchboard. To be
To be located within 1.5m of adjacent northern fence

Remove all rubbish, from site and dispose of to an appropriately Licenced Transfer Station Facility. Reinststate site to original condition to the satisfaction of the West Wimmera Shire Council. Comply to all WorkSafe requirements.

Provide a copy of Certificate of Compliance.

Completion of works to be before the 10th of September 2021 and the maximum outage of power for the proposed works shall not exceed 8 hours.

1.2 Nature of Contract

- a) The Contract is a Lump Sum Contract.
- b) The Contract is not subject to rise and/or fall provisions and shall not be subject to any variation on account of variations in cost of materials, labour or for any other reason.

1.3 Contract Payment

The Contractor shall make a monthly claim for works performed during the past month.

All claims shall be addressed to:

The Superintendent
West Wimmera Shire Council
P.O. Box 201
Edenhope Vic 3318

Payment to the Contractor under this contract will be made by Electronic Funds Transfer (EFT) only.

1.5 Contractor to Inform Himself

In accordance with Clause 1.4 of the Tender Information and Conditions of Tendering, the Contractor is deemed to have:-

- (i) Examined all information made available in writing by the Principal to the Contractor for the purpose of tendering.
- ii) Examined all information relevant to the risks, contingencies and other circumstances having an effect on the tender and obtainable by the making of reasonable enquiries.
- (iii) inspected the site and its surroundings.

1.6 Requirements of Statutes and Subordinate Legislation

The Contractor is required to comply with the requirements of all Acts and Subordinate Legislation of the Commonwealth and Victorian Parliaments.

The Contractor's attention is drawn to the requirements of the Victorian Occupational, Health and Safety Act, 1985, and any Regulations made thereunder and Council requires the Contractor in taking possession of the site to ensure that all persons on the site under the Contractor's direction or, at the Contractor's invitation are instructed properly in full concerning the hazards of the work under the Contract and the safe working practices that are to be observed and practiced on the site.

1.6 Insurance

The General Conditions of Contract requires that the person or company entering into the Contract in respect of the works contained herein, hold certain insurance policies and to provide evidence of the insurance required to the Supervisor.

1.7 Contract Period

The Contract period shall be 5 weeks of being notified in writing as the successful Contractor.

1.8 Works Commencement

The Contractor will be advised in writing of his appointment as the Contractor under this Contract.

During the week prior to commencement of the Contract period he shall:

- a) complete the formalities of entering into the Contract, and
- b) liaise with the Projects Coordinator and become fully conversant with his works programme.

~~1.9 Security Deposit~~

~~The Security deposit to be lodged with Council by the successful tenderer prior to signing the contract in accordance with Item 8 of the Annexure to the General Conditions of Contract.~~

1.10 Tendered Rates

Tendered rates submitted by the contractor on a schedule of rates basis for all required power upgrade works in accordance with this specification.

The rate for which the contractor tenders to carry out all specified works shall include the cost to him of providing all labour, plant, equipment, tools and materials required by this specification to perform the works as specified.

1.11 Performance

Notwithstanding anything to the contrary contained in the General Conditions of Contract the contractor shall engage sufficient employees to enable the work to be carried out efficiently, effectively and within a satisfactory time, to the satisfaction of the Supervisor. If in the opinion of the Supervisor the contractor fails to employ an adequate number of workers or sufficient or adequate plant, equipment or tools to carry out the work efficiently, effectively and within the satisfactory time, the Council may withhold further progress payments wholly or in part, until the requirements of the Supervisor are met.

Similarly the standard of performance is to be to the satisfaction of the Supervisor and shall be improved in accordance with any direction given in writing by the Supervisor. Repeated failure in this regard could lead to termination of the contract by the Council.

In such circumstances the Contract deposit would be forfeited and no compensation would be paid by the Council.

1.12 Staff

The Contractor is to nominate the full names and addresses of the Contract Principals who will be undertaking the Contract work and any other persons who may be engaged for any part of the Contract.

1.13 Occupational Health & Safety

The purpose of this clause is to establish the general health and safety requirements, which must be adhered to during all phases of work, carried out for and on behalf of the West Wimmera Shire Council.

Whilst it is recognised that Council as (Contract Manager) has certain responsibilities for health and safety matters for its employees (including Contractors), it is the Contractor's responsibility (as an employer) to ensure that Occupational Health and Safety requirements are complied with (for matters under the Contractor's control).

The following constitutes a minimum guideline and is not intended to alter or revise any Commonwealth or State Laws, but is in support of and supplements those Laws.

Contractors are reminded of their common law duty of care to:

- Provide competent personnel to carry out the work,
- Provide a safe place for the personnel to work,
- Provide a safe plant, tools and equipment for their personnel to carry out the work for which they have been employed.
- Provide a safe system or method of work to complete the tasks for which they have been engaged, and
- Provide instruction on correct operation and maintenance when no operator is supplied with an item of plant or equipment.

It is the responsibility of the Contractor to ensure that all facets of work over which they have control comply with the requirements of the Occupational Health and Safety Act 1995, its subsequent Regulations and various Codes of Practice. Facets would include maintenance of plant, equipment and tools, planning of works, supervision and site access and egress.

Contractors shall supply their employees with all required safety protective equipment relevant to the particular task.

Contractors shall ensure that their employees are instructed in the correct usage and maintenance of their safety protective equipment.

Contractors are specifically reminded of their obligations that they and their employees hold the appropriate licences, registration or certificates necessary to perform particular functions.

1.13.1 Risk Assessment

The Contractor shall prepare and submit a Risk Assessment prior to commencing the works under the contract. The Risk Assessment Form shall be used to record the risk assessment and risk control methods to be employed by the Contractor.

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

The Council has identified risks associated with this Contract as follows:

Activity	Hazard
Unloading materials	Manual handling/back strain/hand injury
Electrical works	Contact with live electrical cables
Trenching	Contact with other existing underground services
Trenching	Fall in trench
General Works	Public access to site works
Switchboard panel and service pillar panel	Contains asbestos

1.13.2 Health and Safety Plan

Prior to commencing the works under the contract the Contractor shall submit to Council a Health and Safety Plan specific to the contract and works. The Contractor shall complete the Health and Safety Plan in conformance with requirements set out in Council Guidelines for Preparing Health and Safety Plans.

The Health and Safety Plan shall consider and respond to the specific OHS hazards and issues relevant to the contract works and shall document the systems and methods to be implemented for the term of the contract. The Health and Safety Plan shall be reviewed by Council and formal approval to commence the contract shall be provided subject to acceptance of the Health and Safety Plan.

(1) 1.14 Quality Management

1.14.1 Investigation and Rectification of Complaints

The Contractor must:

- (a) investigate all complaints within two (2) hours of their receipt by the Contractor;
- (b) rectify any breach of this Contract within four (4) hours of being notified of the breach; and
- (c) advise the Supervisor of the result of the investigation within four (4) hours of the receipt of each complaint.

1.14.2 Audits

The Principal may audit, or engage third parties to audit, the performance of the Works at any time without notice to the Contractor. The Contractor must provide any assistance requested by a member of the Principal's staff or a third party engaged for this purpose by the Principal, in checking the Contractor's compliance with any of its obligations under this Contract. Without limiting the obligations of the Contractor under this clause, it must permit any person nominated by the Supervisor to inspect the Works for any period nominated by the Supervisor.

1.14.3 Records

The Contractor must maintain records of:

- (a) all complaints and queries received in respect of its performance of the Power Upgrade Works;
- (b) the results of any investigations made into complaints;
- (c) any accidents or other incidents where a possibility of injury to persons or property damage arose;
- (d) any breach of this Contract by the Contractor.

1.14.4 Quality Plan

1.14.4.1 Preparation of Quality Plan

The Contractor must prepare a quality plan and submit it to the Supervisor for his or her approval prior to the Commencement Date.

The Supervisor may direct that the Contractor make any amendments to the quality plan that he or she considers appropriate.

(e) 1.14.4.2 Performance of the Power Upgrade Works;

The Contractor must perform the Power Upgrade Works in accordance with the approved quality plan.

1.14.4.3 Review of Quality Plan

The Contractor must review the quality plan annually and submit any amendments to the Supervisor for his or her approval.

1.14.4.4 Content of Quality Plan

The quality plan must identify all critical quality aspects of the Power Upgrade Works and establish procedures for meeting the Contractor's obligations in respect of the critical quality factors, which must without limitation, include:

- (a) the Contractor's works methodology;
- (b) the procedure for staff backup in case of unavailability;
- (c) the procedure for breakdowns in the Contractor's plant and equipment;
- (d) the procedure for works in wet weather;
- (e) procedures for continuous improvement.

Section 2. - Works Programme

2.1 General

This section sets out the various requirements related to the operation of this Contract.

2.2 Supervisor to be advised

The contractor is required to bring to the attention of the Supervisor or his representative any deterioration or damage to Council assets or any matters considered likely to effect the works of the contract or the safe operation of the works.

2.3 Protective Clothing and Safety Equipment

All protective clothing and safety equipment required for the work shall be supplied, maintained and replaced by the Contractor at his cost. No payment in addition to the tendered rate will be made in this regard by the Council.

In addition all plant, equipment and tools required for the work shall be supplied, maintained and replaced by the Contractor at his cost. Similarly, no payment in addition to the tendered rate will be made in this regard by the Council.

2.4 Equipment and Supplies

2.4.1 Contractor

The Contractor shall at his own expense supply and maintain in good working order any plant or equipment required to perform the services of this Contract. The Contractor shall ensure all equipment used conforms with relevant legal requirements and that all working methods and Occupational Health and Safety requirements are met.

The Contractor shall also supply at his own expense all materials required to perform the works of this Contract.

2.5 Extent and nature of work

The extent and nature of works to be undertaken under this contract are to be as set out as per specifications and drawings.

2.6 Disposal of Waste

The Contractor shall at his own expense convey in a suitably covered container all waste material generated from the performance of the works to a West Wimmera Shire Council Transfer Station for disposal. Incineration is not to be used as a means of waste disposal.

2.7 Contract Performance

The contractor must ensure that its employees, agents, sub-contractors, and any employees of such agents or sub contractors, conduct themselves towards members of the public in a positive, civil and inoffensive manner, and they do not provide an opinion on any negative comments made by the general public and refer any negative comments about the Council to the Principal.

**ATTACHMENT A
ADDITIONAL INFORMATION AND DOCUMENTATION**

**ATTACHMENT B
SELECTED SUB-CONTRACTORS**

Work / Supply	Selected sub-contractors	May a non-conforming tender propose the use of another sub contractor? Yes/No