



14 July 2021

**WEST WIMMERA SHIRE COUNCIL**

**Tender Description: Power Alteration at Kaniva Caravan Park**

**Tender No: CM0548**

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**TENDER RESPONSE**

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## TABLE OF CONTENTS

Schedule 1 Tender	2
Schedule 2 Tenderer Information	4
Schedule 3 Tender Evaluation	8
Schedule 4 Tender of Conformance	14
Schedule 5 Receipt of addenda	15
Schedule 6 Statutory Declaration	16
Formal Instrument of Agreement	18

## SCHEDULE 1

### TENDER

#### 1 Contract Prices

The party / parties [delete whichever is not applicable] specified below hereby tender to undertake the contract nominated on the cover sheet to the Tender Schedules in consideration of the payment of a lump sum price of:

\$\_\_\_\_\_ (exclusive of GST).

The amount (exclusive of GST) will be inserted as the Contract Sum in clause 5 of the Formal Instrument of Agreement. The Contract Sum must be inclusive of the following provisional sums.

ITEM	PROVISIONAL SUM (EXCLUDING GST)

#### 2 Lump Sum Breakdown

The tenderer must submit a breakdown of the manner in which the lump sum price has been calculated in the categories set out below. The lump sum breakdown may be used in the evaluation of tenders. If the tenderer's tender is successful, the lump sum breakdown will be inserted in Appendix E to the Formal Instrument of Agreement and may be used in the evaluation of payment claims and the valuation of variations.

The tenderer is required to fill in **ALL** sections within the lump sum breakdown. Please note that the lump sum breakdown may not be fully inclusive. Should any item have been omitted from the lump sum breakdown, the tenderer is to inform the Contact Person nominated in the Tender Details and insert details of the omitted item in the section nominated as "Other". Each section should include, within the nominated sum, the tenderer's allowance for profits and overheads.

DESCRIPTION OF WORK	AMOUNT EXCL GST	% OF TOTAL CONTRACT
Complete all associated works.		
<b>SUB TOTAL</b>		
<b>GST</b>	\$	
<b>PROJECT TOTAL</b>	\$	

#### 3 Schedule of Rates

The following schedules of rates may be used for the valuation of variations under the Contract.



**SCHEDULE 2**  
**TENDERER INFORMATION**

**1 Tenderer Details**

Details of Respondent		
Registered Business Name:		
Trading Name:		
Registered Business Address:		
ACN / ABN:		
Telephone No:		
E-mail address:		
Trading Address (for service of notices:		
Contact Person:		
Signature of the Respondent or person authorised to sign the Quote on behalf of the Respondent:  Note: If made on behalf of the Respondent, details of the official position held should be included i.e. Director, Manager etc.	SIGNATURE:  NAME (Block Letters):  SIGNATURE OF WITNESS:  NAME (Block Letters):	DATE OF SIGNATURE:  POSITION HELD:  ADDRESS OF WITNESS:

By ticking the below box and submitting the Quote, the Respondent acknowledges that the Quote is a Conforming Quote.

Conforming Quotation

1.1 How many years has the tenderer been in business as a contractor under its present business name?

\_\_\_\_\_

1.2 In what other type of business has the tenderer a financial interest?

\_\_\_\_\_

1.3 Please provide a copy of your current Certificate of Currency for Public Liability and WorkCover Insurance.

Details of Insurance	
Public Liability:	
Insurer:	
Level of Cover:	
Excess:	
Exclusions:	
Professional Indemnity :	
Insurer:	
Level of Cover:	
Excess:	
Exclusions:	
Work Cover Registration Number:	

**2 Bank Details**

BANK DETAILS	
Bank Name	
Account Name	
BSB Number	

Account Number	
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### 3 Referees

Referee checks are undertaken by the Principal in evaluating tenders. It is important that referees are able to be contacted during normal business hours on the telephone number supplied.

The Principal reserves the right to contact persons other than those listed by the tenderer, if it so determines. Any such persons may be treated as referees in the evaluation of tenders.

The Principal shall not be obliged to give a tenderer any opportunity to respond to the comments of any referee.

List three referees for projects recently completed of a similar nature:

CONTACT 1	
Name of the person to contact	
Position Held	
Name of the organisation	
Contact Telephone No	

CONTACT 2	
Name of the person to contact	
Position Held	
Name of the organisation	
Contact Telephone No	

CONTACT 3	
Name of the person to contact	
Position Held	

Name of the organisation	
Contact Telephone No	

#### 4 Financial Capacity

The tenderer must demonstrate its accounting/financial controls and financial strengths.

List two banks or other financial institutions from which references may be outlined

CONTACT NAME	FINANCIAL INSTITUTION	CONTACT NUMBER

	YES	NO
Are the officers of the West Wimmera Shire Council authorised to seek details from the above bankers or accountants if required?		
Has the tenderer or any organisation managed and/or controlled by the tenderer or directors of the tenderer, in the past 5 years been placed in administration, been placed liquidation, entered into any composition with creditors, had a mortgagee or other creditor take possession of any of its assets? <i>If yes, please provide details</i>		
Has the tenderer or any organisation similarly managed/or controlled ever failed in the past 5 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? <i>If yes, please provide details</i>		



## SCHEDULE 3

### TENDER EVALUATION CRITERIA

ITEM	WEIGHTING
Tendered Price	30%
Relevant Experience and Expertise	20%
Available Resources	15%
Tender Documentation Compliance	20%
Benefit to Local Region	15%

Table 1: Tenders will be evaluated with the weightings shown in the above table.

#### 1. Financial benefit to Council (30%)

West Wimmera Shire Council is committed to building and maintaining a strong community by exploring ways to generate local employment and further strengthening the local economy.

The tenderer is required to list any economic contribution which it currently makes, or would make if its tender is accepted, to the West Wimmera region. This might include, for example, that the tenderer is already West Wimmera-based, would establish a base in the West Wimmera region if its tender is successful, uses West Wimmera-based suppliers or would employ West Wimmera-based staff.

RESPONSE

#### 2 Relevant Experience and Expertise (20%)

The Respondent is to provide details of two (2) past and two (2) current contracts relating to similar works.

PAST CONTRACT 1	
Location and description of works	
Value (per annum)	

Completion date	
Contact Name / Phone	

PAST CONTRACT 2	
Location and description of works	
Value (per annum)	
Completion date	
Contact Name / Phone	

CURRENT CONTRACT 1	
Location and description of works	
Value (per annum)	
Completion date	
Contact Name / Phone	

CURRENT CONTRACT 2	
Location and description of works	
Value (per annum)	
Completion date	
Contact Name / Phone	

**3 Reliability of the Tenderer (20%)**

The tenderer must provide sufficient information to demonstrate the tenderer's understanding of the tender documentation and its ability to perform the Contract within the timeframe.

Tenders should include, as a minimum, the information set out below.

**Proposed staffing levels (names of key staff, skills, qualifications and numbers)**

Provide a list of all staff to be used in the execution of the Contract.

STAFF MEMBER	QUALIFICATIONS	YEARS' EXPERIENCE


**Proposed plant and equipment levels**

Provide a list of all plant and equipment to be used in the execution of the Contract.

ITEM	DESCRIPTION AND CAPACITY	NUMBERS PROPOSED

**How the tenderer will carry out the Contract**

Tenderers are required to detail their methodology in undertaking the work under the Contract with a particular demonstration of their ability to comply with the key terms of the Contract. Provide a draft timetable where the work under the Contract must be performed within a time limit.

RESPONSE

## Proposed Sub-Contractors

List the details of proposed sub-contractors to be utilised in completion of the works

4

SUB-CONTRACTOR NAME	WORKS TO BE PROFORMED

### Occupational Health and Safety (20%)

#### Introduction

The tenderer is required to demonstrate its capacity to undertake the work under the Contract by providing the information on quality requested in this Schedule.

This information is intended to assist the evaluation of the tenderer's capabilities in the management of quality and environmental issues associated with the work under the Contract. The tenderer may be required to verify responses given below by providing objective evidence on its quality and environmental systems and work practices.

POLICY AND MANAGEMENT	YES	NO	ATTACHED
Does the company have a written health and safety policy? <i>If yes, provide copy</i>			
Does your company currently have a quality system that is compliant with an Australian or International Standard? (eg ISO 9001 or ISO 14001)? <i>If yes, please provide</i>			
SYSTEMS	YES	NO	ATTACHED
Does the company have an OHS Management System manual or plan? <i>If yes, provide a copy of content pages</i>			
DOCUMENT AND PROCESS CONTROL	YES	NO	ATTACHED
Does the company have documented procedures available for all employees likely to be engaged on the work under the Contract? <i>If yes, please provide</i>			
Are these documents reviewed and approved by authorised personnel on a regular basis?			
Are documented works instructions defining the sequence of work, type of equipment, work methods, materials and acceptance criteria in place for the type of work under this Contract?			
INSPECTION AND TESTING	YES	NO	ATTACHED
Does the quality manual include inspection and testing requirements for final delivery and work by others?			

OHS PERFORMANCE MONITORING	YES	NO	ATTACHED
Is there a system for recording and analysing health and safety performance statistics? <i>If yes, provide details</i>			
Are employees regularly provided with information on the company health and safety performance? <i>If yes, provide details</i>			
NON-CONFORMANCE AND CORRECTIVE ACTION	YES	NO	ATTACHED
Does the quality manual include details on how non-conformances are identified, documented, evaluated and notified?			
Does the quality manual detail how corrective action is to occur once a non-conformance is identified and documented?			
PLANT AND EQUIPMENT	YES	NO	ATTACHED
Do you have documented process for inspecting, maintaining and reporting hazards on plant and equipment? <i>If yes, attach a copy</i>			
Does your company have a risk assessment for plant and equipment? <i>If yes, provide example</i>			
Does your company have maintenance schedules for all plant and equipment? <i>If yes, attach schedules</i>			
DOCUMENTATION (MANDATORY CRITERIA)	YES	NO	ATTACHED
<b>Attach the following documentation for evaluation</b>			

Copy of Company Quality Policy	
Copy of Current Certificate of Accreditation	
Details of Company Quality Management Representative/s	
Contents Page of Quality System or Summary List of Procedures	
Copies of Document and Process Control Procedures	
Copies of Inspection and Testing Control Procedures	
Copies of Non-Conformance and Corrective Action Control Procedures	

## 5 Benefit to the West Wimmera Region (30%)

West Wimmera Shire Council is committed to building and maintaining a strong community by exploring ways to generate local employment and further strengthening the local economy.

The tenderer is required to list any economic contribution which it currently makes, or would make if its tender is accepted, to the West Wimmera region. This might include, for example, that the tenderer is already West Wimmera-based, would establish a base in the West Wimmera region if its tender is successful, uses West Wimmera-based suppliers or would employ West Wimmera-based staff.

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**RESPONSE**

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## SCHEDULE 4

### 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 Principal, the tender prices or rates can be adjusted accordingly. If a non-conformance is not priced and is unacceptable to the Principal, 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 5**

**RECEIPT OF ADDENDA**

The tenderer is to list below addenda that it received prior to the Closing Time for Tenders from the Principal. 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)*



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**SCHEDULE 6**  
**STATUTORY DECLARATION**

I, \_\_\_\_\_ do solemnly and sincerely declare that:

**1 Definitions**

In this Statutory Declaration:

"**Bidders**" means any tenderers for the Contract and includes the Tenderer;

"**Contract**" means the contract nominated on the cover sheet to the Tender Schedules;

"**Industry Association**" means any organisation of which Bidders are members;

"**Tenderer**" means \_\_\_\_\_ [insert name of company, other body corporate, firm, or individual]; and

"**Tender Price**" means the amount indicated by a Bidder as the lowest amount for which that Bidder is prepared to perform the Contract.

**2 \*Introduction**

I am the Tenderer and make this declaration on my own behalf.

**2 \*Introduction**

**2.1** I hold the position of \_\_\_\_\_ [*insert Managing Director or other title*] of the Tenderer and am duly authorised by the Tenderer to make this declaration on its behalf.

**2.2** I make this declaration on behalf of the Tenderer and on behalf of myself.

**[\*Delete alternative which is not applicable]**

**3 No Knowledge of Tender Prices**

Prior to the Tenderer submitting its tender for the Contract, neither the Tenderer, nor any of its employees or agents, had knowledge of the Tender Price, or proposed Tender Price, of any other Bidder who submitted, or of any person, company, other body corporate or firm that proposed to submit, a tender for the Contract.

**4 Disclosure of Tender Price**

Prior to the close of tenders for the Contract, neither the Tenderer, nor any of its employees or agents, disclosed the Tenderer's Tender Price to:

**4.1** any other Bidder who submitted a tender for the Contract;

**4.2** any person, company, other body corporate or firm proposing to submit a tender for the Contract; or

**4.3** any person or organisation connected or associated with any other Bidder, person, company, other body corporate or firm of a kind referred to in clauses 4.1 or 4.2.

**5 Provision of Information**

Neither the Tenderer, nor any of its employees or agents, has provided information, except for a published catalogue or price list normally made available to customers of the Tenderer, to:

**5.1** any other Bidder who has submitted a tender for the Contract;

- 5.2 any person, company, other body corporate or firm proposing to submit a tender for the Contract; or
- 5.3 any other person, company, other body corporate or firm for the purpose of assisting in the preparation of a tender for the Contract.

**6 Genuine Competition**

The Tenderer is genuinely competing for the Contract.

**7 Industry Association Agreements**

Neither the Tenderer, nor any of its employees or agents, has entered into any contract, agreement, arrangement or understanding, other than as disclosed to the Council in the Tenderer's tender, that the successful Bidder for the Contract will pay any money to, or provide any other benefit or other financial advantage to, an industry association in respect of the Contract.

**8 Unsuccessful Tenderers' Fees**

Neither the Tenderer, nor any of its employees or agents, has entered into any contract, agreement, arrangement or understanding that the successful Bidder for the Contract will pay any money to, or provide any other benefit or other financial advantage to, any other Bidder who or which unsuccessfully tendered for the Contract.

**9 Qualifications to Tenders**

Neither the Tenderer, nor any of its employees or agents, has entered into any contract, agreement, arrangement or understanding that Bidders for the Contract would include an identical or similar condition or qualification in their tenders for the Contract.

**10 Conflict of Interest**

Neither the Tenderer, nor any of its employees or agents has a potential or actual conflict of interest between performing the Contract and any other interest.

**I ACKNOWLEDGE** that this declaration is true and correct and I make it in the belief that a person making a false declaration is liable to the penalties of perjury.

**DECLARED** at \_\_\_\_\_ )  
 in the State of Victoria this \_\_\_\_\_ )  
 day of \_\_\_\_\_ 2021 \_\_\_\_\_ )

Before me: \_\_\_\_\_

Full name: \_\_\_\_\_

Address: \_\_\_\_\_

Qualification: \_\_\_\_\_



**Contract Description: Power Alteration at Kaniva Caravan Park**

**Contract No: CM0548**

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**FORMAL INSTRUMENT OF AGREEMENT**

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**THIS DEED** is made on \_\_\_\_\_ 2021

**BETWEEN**

1           **WEST WIMMERA SHIRE COUNCIL**  
              having its municipal office at 49 Elizabeth Street, Edenhope, Victoria  
              **(Principal)**

2  
  
              ABN  
              of  
              **(Contractor)**

**1        BACKGROUND**

- 1.1        The Principal may from time to time in accordance with its business needs require the supply of the Services.
- 1.2        The Contractor makes a standing offer to perform the Services for the Principal from time to time in accordance with the terms of this Agreement.

**2        AGREEMENT**

It is agreed that –

- 2.1        this Formal Instrument of Agreement;
- 2.2        the General Conditions;
- 2.3        the Schedules;
- 2.4        any documents incorporated by reference –

together comprise and evidence the agreement between the parties (**Agreement**).

**3        CONTRACT PAYMENTS**

The basis on which the payments are to be made to the Contractor for the performance of the Services is set out in Section 1.4.

Executed as a deed by the parties on the date set out at the commencement of this Formal Instrument of Agreement:

**1 Execution clause for the Principal**

1.1 Signed under delegation:

**SIGNED, SEALED AND DELIVERED** by \_\_\_\_\_ )  
on behalf of the Principal in the presence of: \_\_\_\_\_ )

\_\_\_\_\_  
[specify title]

\_\_\_\_\_  
Witness

**2 Execution clause for the Contractor (delete alternatives which are not applicable)**

2.1 If the Contractor is a company and it must execute documents under seal:

**SIGNED, SEALED AND DELIVERED** by \_\_\_\_\_ )  
in accordance with section 127(1) of the )  
*Corporations Act 2001* by being signed )  
by authorised persons:

_____ Director	_____ *Director/company secretary *Delete whichever is inapplicable
_____ Full Name	_____ Full Name
_____ Usual Address	_____ Usual Address

2.2 If the Contractor is a company and is not required to execute documents under seal, it must execute this Agreement by being signed by those persons who are authorised to sign for the company:

**SIGNED, SEALED AND DELIVERED** by

_____	_____
Director	*Director/company secretary
	*Delete whichever is inapplicable
_____	_____
Full Name	Full Name
_____	_____
Usual Address	Usual Address

2.3 If the Contractor is an individual:

**SIGNED, SEALED AND DELIVERED** )  
by )  
\_\_\_\_\_ in )  
the presence of: \_\_\_\_\_

\_\_\_\_\_  
Witness

2.4 If the Contractor is a partnership (add extra execution clauses for each partner, as necessary):

**SIGNED, SEALED AND DELIVERED** )  
by )  
\_\_\_\_\_ )  
in the presence of: \_\_\_\_\_

\_\_\_\_\_  
Witness