



Minor Works

Quotation No CQ7066

INDIGENOUS PUBLIC WATER TANK ARTWORK PROJECT

QUOTATION CLOSING DATE:

10:00am on 5 December 2022

ENQUIRIES TO:

Contact Name	Vincent Aulich
Contact Title	Environmental Volunteer and Project Support Officer
Telephone Number	9294 6698
E-mail address	v.aulich@yarraranges.vic.gov.au

INVITATION

The Yarra Ranges Shire Council, ABN 21 973 226 012 ('the Council') invites submissions from suitably experienced parties ('Respondents') to carry out the works as described in the Project Brief.

Respondents should ensure that they read this quotation document fully to ascertain the works to be performed and the terms on which the works are to be performed, as the Contract will be evidenced solely by the contract documents.

QUOTATION CONDITIONS

1.1 Terms and Conditions of Contract

The works to be provided under the Contract will be in accordance with the terms and conditions as specified in AS 4906-2002 Minor Works Contract Conditions [Principal Administered].

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Respondents should make their own enquiries with SAI Global regarding AS 4906-2002, if required, to ensure that they understand the terms and conditions of this form of contract. Alternatively a copy may be viewed at Council's offices in Lilydale by contacting the person nominated on the front cover of this quotation document.

1.2 Location of works

The works are to be performed at the location or locations stated in the Brief.

1.3 Contact Staff

All enquiries regarding the quotation process or the Contract must be directed to the staff member nominated on the front page of this quotation document.

1.4 Schedules to be Submitted

The contents of the schedules referred to below are to be reproduced, completed and submitted by each Respondent as part of their submission:

- Artist Submission Form;

2. Evaluation Criteria

Council is committed to honesty, fairness and transparency in all its dealings with Respondents and will adhere to the requirements of Councils [Procurement Policy](#) which is accessible via Councils website.

A preferred provider will be selected that satisfies Council's requirements and provides the best value outcome. This will be determined through an overall evaluation based on the weighted criteria outlined within this document.

Council will establish an Evaluation Panel that will comprise of relevant Council officers. The panel will evaluate submissions in accordance with the nominated evaluation criteria and recommend the submission that provides overall best value.

The Evaluation Panel may rely solely on the information provided to evaluate the submissions. The Respondent should therefore submit all relevant information to demonstrate its ability (and the ability of proposed sub-contractors) in each of the evaluation criteria.

Refer to the Schedule of Information for the evaluation criteria.

2.1 Council May Request Further Information

Notwithstanding any other requirement of this Invitation, Council may require a Respondent to submit further information concerning its submission before Council accepts the offer.

2.2 Lodgment of Quotation

Submissions may be sent via email (preferred), express mail or fax and must be received by the time and date specified. Submissions can be in the form of written response, video or voice recording and should be addressed or sent to:

Vincent Aulich
Environmental Volunteers and Project Support Officer
Yarra Ranges Shire Council
P.O. Box 105
Lilydale Victoria 3140
Email: v.aulich@yarraranges.vic.gov.au
Fax: 03 9294 6698

The total size of all file attachments should be no larger than 20MB. Alternatively, use WeTransfer or a similar file hosting service, or include links to webpages. Videos should be uploaded to YouTube or Vimeo and link included in the RFQ form.

Please note that Council reserves the right to reject late submissions.

2.3 No Collateral Contract

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

3. Clarification of Quotation Document

All questions or requests for clarification of this quotation document must be made in writing to the nominated Council Representative. If deemed necessary, copies of all questions, requests for clarification and all responses will be provided in writing to all Respondents involved in the quotation process.

4. Previous representations not Binding

By submitting an offer, Respondents will be deemed to have acknowledged and agreed that Council is not responsible to the Respondent or any third parties for any loss or damage which may arise from any reliance or interpretation placed on any representations, statements, documentation, correspondence, information or drawings provided to Respondents or any third parties prior to the issuing to Respondents of this invitation.

To the extent permitted by law, any representations or statements made by Council or any of its employees or agents in relation to the works or anything connected with the works to the Respondent prior to the issuing of this invitation are superseded by this invitation and Respondents acknowledge and agree that such representations and/or statements are not binding on Council.

5. Rectification of Errors or Omissions

Council reserves the right to:

- check submissions for errors and omissions;
- by agreement with a Respondent, amend a quotation price or rate submitted by a Respondent to remedy the effect of any errors or omissions in the calculation of the quotation price or rate; and
- by agreement with a Respondent, otherwise amend the quotation of the Respondent to remedy the effect of any errors or omissions.

6. Acceptance of Quotation

Council shall not be bound to accept the lowest or any other quotation for the works to be provided under the Contract and may at its sole discretion determine:

- not to proceed with any of the Respondents;
- to re-quote the works;
- to proceed with obtaining the works by a different arrangement than proposed by the quotation documents; or
- not to proceed with the works.

7. Award of Contract

All Respondents will be promptly notified in writing by Council of the contract being awarded to any Respondent.

8. No Rise and Fall

The Contract is not subject to rise and fall in prices and the Contract Sum represents the total consideration required by the Respondent to complete the works in accordance with the Quotation Documents.

9. Respondents Own Assessment

Respondents are required to make their own detailed assessment of the time and activity that will be required to undertake the works in accordance with the Contract, and submit responses on the basis of an assurance that the works must be completed by the Date for Practical Completion.

10. Further Responses

Council reserves the right to invite further Respondents for the works at any time (including after the nominated closing time for submissions).

11. Declaring Potential Conflicts of Interest

When submitting a response, Respondents must declare any actual or potential conflicts of interest that may arise in respect of the works between:

- the Respondent and Council; and/or
- Council and any sub-contractor that the Respondent proposes to engage for the works.

12. Fraud and Complaints Process

Council regards all allegations of improper conduct and general complaint about the procurement process seriously and is committed to handling such disclosures in a sensitive and confidential manner.

Members of the public, suppliers and Council employees are encouraged to report all allegations of improper or corrupt conduct by a public officer involved in the procurement process for Council.

All disclosures related to the improper or corrupt conduct of a public officer must be reported to the CEO or the Protected Disclosure Coordinator in person or by phone 03 9294 6261 or mail (PO Box 105 Lilydale Victoria 3140).

All general complaints about the procurement process and procedures must be directed to the Executive Officer Strategic Procurement via 1300 368 333 or mail@yarraranges.vic.gov.au

This information shall form part of this contract using AS 4906-2002 and should be considered by Respondents as part of their submission.

Respondents should make their own enquiries with SAI Global regarding AS 4906-2002, if required, to ensure that they understand the terms and conditions of this form of contract via tel +61 2 8206 6355 or copyright@saiglobal.com

Item		
1	<i>Principal:</i> (Clause 1)	Yarra Ranges Shire Council ABN 21 973 226 012
2	<i>Principals Address:</i> (Clause 1)	Council Offices Anderson Street, Lilydale, Victoria 3140 Phone 1300 368 333 Fax 03 9735 4249
3	<i>Contractor</i> (Clause 1)	To Be Advised
4	<i>Contractor's address</i>	To Be Advised
5	<i>Practical Completion:</i> (Clause 1) a) Date for practical completion OR b) Period of time for practical completion	Works are expected to be completed within three months of a Contractor being awarded works.
6	<i>Contractors Security:</i> (Clause 3) a) Form b) Amount c) If retention moneys, percentage of each payment certificate d) Time for provision(except for retention moneys)	Not Applicable Not Applicable Not Applicable Not Applicable
7	Amount of limit of indemnity for damage to other property of the <i>Principal</i> (Sub-clause 10.1(a))	The amount of the Public Liability Insurance cover in <i>Item 9</i>
8	The amount of contract works insurance cover (Clause 11)	Not Applicable.
9	The amount of public liability insurance cover in respect of any one occurrence shall not be less than: (Clause 12)	\$20,000,000 per event in the aggregate.
10	The time for giving possession of the <i>site</i> to the <i>Contractor</i> (Clause 17)	To be agreed in writing.

11	Liquidated damages (Sub-clause 20.5) a) Rate b) Limit	Not Applicable.
12	Delay damages, rate (Sub-clause 20.6)	As assessed by the <i>Principal's Representative</i>
13	Defects Liability period (Clause 21)	26 weeks
14	Time for progress claims (subclause 23.1)	On the last day of each month
15	The rate of interest on overdue payments (subclause 23.1)	Ruling overdraft rate as published by Westpac Banking Corporation
16	Arbitration (subclause 27.3) a) The person to nominate an arbitrator b) Rules for arbitration	The President of the Institute of Arbitrators & Mediators Australia Rules 5-18 of the Rules of The Institute of Arbitrators & Mediators Australia for the Conduct of commercial Arbitrators

Table B

DELETIONS, AMENDMENTS AND ADDITIONS

1. **The following Clauses have been deleted from the General Conditions in AS 4906-2002:**

Nil

2. **The following Clauses have been amended and differ from the corresponding Clauses in AS 4906-2002:**

Clause 12 Public liability insurance, delete and replace with:

Before commencing WUC, the Contractor shall effect and maintain for the duration of the Contract, a public liability policy.

The policy shall:

- a) be in the name of the Contractor as insured and notes the Principal's interest;
- b) provides coverage for an amount per event of at least that stated in the Annexure;
- c) is effected with an insurer with a Standard and Poor's Insurer Financial Strength rating of A minus (A-) or better; and
- d) covers such risks as a reasonable Contractor would be expected to cover under the WUC."

Clause 14.1 Proof of insurance, the following is inserted at the conclusion of sub-clause 14.1:

"The evidence must include:

- a) The insured name;
- b) The insurance policy numbers;
- c) The expiry date of each insurance policy; and
- d) The amount of each insurance cover required to be held under the Contract."

3. **The following Clauses have been added to those of AS 4906-2002:**

3.1 **Clause 6.2 Subcontracting**

The following is added after the first sentence:

The *Contractor* shall not without the written approval of the Principal, which approval shall not be unreasonably withheld, subcontract or allow a subcontractor to assign or subcontract part of *WUC*.

3.2 Clause 17 Site

The following is added after the last paragraph:

Where the scope of the contract involves construction works, the *Principal* appoints the *Contractor* awarded the Contract for the construction work performed for or on behalf of the *Principal* and authorises the *Contractor* awarded the Contract to manage or control the workplace to the extent necessary to discharge the duties imposed on the *Principal*.

Refer to the Victorian Occupational Health and Safety Regulations 2017 Part 5.1 Division 2, Subdivision 2, r333 (1), r321 and r323 for further information.

3.3 Add Clause 28 – Health and Safety

28.1 General Health and Safety

The Principal is obliged to provide and maintain, so far as is practicable, a working environment that is safe and without risk to health for its employees and members of the public.

The Contractor must ensure that itself, and any Sub-Contractors of the Contractor, at all times identify and take all necessary precautions for the health and safety of all persons, including the Contractor's employees and Sub-Contractors, the Principal staff and members of the public, who may be affected by the performance of the Contract.

28.2 Legislative Compliance

The Contractor must comply with, and ensure that its employees, Sub-Contractors and agents comply with, any Acts, regulations, local laws, codes of practice, compliance codes and Australian Standards which are applicable to health and safety and the performance of the Contract.

28.3 Health and Safety System

For Goods, Services and Works equal to or greater than \$10,000 (inclusive of GST), the Contractor must establish and implement a Health and Safety System (H&S System) compliant with all duties of an employer under the Victorian Occupational Health and Safety Act 2004 (the OH&S Act).

The Contractor must submit an electronic copy of the relevant sections of their Health and Safety System or a copy of a current Certificate of Conformity for their H&S Management System certified under SafetyMAP (Initial or Advanced), ISO 45001, AS/NZS 4801 or OHSAS 18001 when lodging their quote or tender submission.

The Contractor's H&S System will be assessed by the Principal's Health and Safety Team.

The Contractor's Health and Safety System will be required to address the following:

- provide and maintain competent staff;
- provide and maintain a safe place of work;
- provide and maintain safe plant and appliances; and
- provide and maintain a safe system of work (a system means generally the way things are done).

The Contractor must review their H&S System as documented.

28.4 Health and Safety Performance Reporting

During the Contract Term, the Contractor must provide, on request, evidence of the ongoing utilisation of their H&S System. This evidence may include:

- the number of hazard reports;
- audits and inspections undertaken;
- status of corrective actions;
- number of 'lost time' injuries incurred by employees or Sub-Contractors;
- number of days lost due to an injury;
- status of injured personnel, damaged property or environmental damage or pollution;
- summary of any WorkCover claims made against the Contractor in the performance of the Contract;
- relevant information of any investigation, inquiry, notification, prosecution, conviction, fine, penalty or similar event involving WorkSafe, the Environment Protection Agency or any other Government agency associated with Contractor Health and Safety in relation to the performance of the Contract; and
- regular Site Reports.

28.5 Incident Notification

The Contractor must promptly notify the Principal of any incident, injury, property damage or environmental damage occurring during the term of the Contract. The Contractor must, within three (3) days after any such incident, provide a report giving details of the incident, including:

- results of investigations into its cause;
- immediate corrective actions; and
- any implemented short term and proposed corrective actions for future prevention.

The Contractor must assist and co-operate in any investigation under the Principal's direction as requested.

If the Contractor is required by the OH&S Act, or by any other Act or regulation, to give notice of an incident occurring during the performance by the Contractor of its obligations under this Contract, the Contractor must, at the same time, or as soon thereafter as is possible in the circumstances, give a copy of the notice to the Principal.

28.6 Non Conformance

If, during the term of the Contract/provision of the Goods, Services the Superintendent notifies the Contractor that, in their opinion, the Contractor is either:

- not performing their obligations in compliance with their H&S System or other Health and Safety obligations contained in the Contract Clauses or in these Contract Conditions;
- performing their Contract obligations in such a way as to endanger the health or safety of their employees or Sub-Contractors, the Principal staff or public;

then the Superintendent must identify the issue by raising a Non Conformance Report and submit to the Contractor for completion.

The Contractor must, as stipulated in the non conformance timeframe(s):

- rectify their Non Conformance with their obligations;
- ensure they perform their obligations under the Contract so as not to endanger the health and safety of their employees, Sub-Contractors , the Principal staff or the public as appropriate; and
- complete the Non Conformance Report and return to the Superintendent within the specified time period.

28.7 Suspension

28.7.1 Procedure

The Superintendent may, without limiting any right that the Principal or the Superintendent may have under this Contract, direct the Contractor to suspend their performance of the Contract until such time as the Contractor satisfies the Superintendent that they are willing and able to perform the Contract:

- (a) in accordance with their health and safety obligations under these Standard Contract Conditions;
- (b) without endangering the health and safety of the Contractor's employees or Sub-Contractors , the Principal staff or the public.

The Principal is not required to make any payment to the Contractor in respect of any period for which the performance of the Contract is suspended in accordance with this clause.

28.8 Construction Works

Where the scope of this contract involves construction works, the Principal appoints the Contractor awarded the Contract for the construction work performed for or on behalf of the Principal and authorises the Contractor awarded the Contract to manage or control the workplace to the extent necessary to discharge the duties imposed on the Principal as defined in the Victorian Occupational Health and Safety Regulations 2017 Part 5.1, Division 2 Subdivision 2, part r333(1), r321 and r323.

28.8.1 Construction Industry Card Training (Not Applicable to this contract.)

The Contractor, all Sub-Contractors and all employees of the Contractor and Sub-Contractors who are involved in construction works as defined by the Victorian Occupational Health and Safety Regulations 2017 Parts r339, r343 or the on-site management, supervision or direction of such construction works,

must have completed the Construction Industry Basic OH&S Induction Training (Construction Industry Card).

28.8.2 Health and Safety Coordination Plan

For Construction Works valued over \$350,000, the Contractor must establish, implement and maintain a site specific Health and Safety Coordination Plan which ensures compliance with all responsibilities of an employer under the Occupational Health and Safety Regulations 2017, Part 5.1, Division 2, Subdivision 2 Parts r332, 5.1.16-5.1.18.

28.9 Safe Work Method Statements (SWMS) and Job Safety Analysis (JSA's).

The Contractor must develop SWMS and JSA's relevant to the Contract. The SWMS or JSA's shall:

- outline each major or significant task or activity to be performed during the Contract;
- identify particular hazards associated with each task or activity;
- identify control measures; and
- document control measures and persons responsible for implementing the control measures necessary to eliminate or reduce each hazard.

The Contractor must update the SWMS and JSA as additional hazards are identified or implement a SWMS or JSA prior to the commencement of any new tasks or activities throughout the Contract term as Identified in the Victorian Occupational Health and Safety Regulations 2017 Part 5.1, Division 2. Subdivision 2 Parts r324, r327 r328.

28.10 Plant Safety

All mobile plant, including mobile construction plant, used for undertaking the Contract works on public roads must be registered in accordance with Vic Roads requirements.

28.11 License to Perform High Risk Work

Where the Contractor, their employees, Sub Contractors and their employees perform High Risk Work during the Contract as defined by the Victorian Occupational Health and Safety Regulations 2017 Section 3.6, the Contractor and Sub Contractors must hold the relevant Licence to Perform High Risk Work. Refer to www.worksafe.vic.gov.au for further details:

Please note, the Principal requires operators of the following plant to have written authorisation according to the Contractors documented competency training requirements:

- excavator;
- loader;
- dragline;
- pile driver;
- drilling;
- boring rig;
- backhoe;
- chainsaw;

- EWP (elevated work platform – scissor lift); and
- traffic controller.