

Invitation to apply for Contract 16/18-7

Tree Planting and Revegetation Activities

These contract documents have been developed to enable the Goulburn Broken Catchment Management Authority (CMA) to prepare a database of Registered Works Contractors and Suppliers to carry out Environmental works across the Goulburn Broken Catchment.

All contract documents received and meeting the required conditions will be included on a database which will be used by Goulburn Broken CMA River Health and Land & Biodiversity Employees to select suppliers of goods and services.

Engagement for services or procurement of supplies will then be committed by Goulburn Broken CMA Employees on a job by job basis using a Purchase Order. The acceptance and the Purchase Order (with any works specific drawings or specifications) then form the Contract for the works.

Acceptance of any contract and inclusion of that service or supply on the Goulburn Broken CMA database of Registered Works Contractors and Suppliers does not guarantee any quantity of work.

Please return all signed and dated documentation with the Contract number written clearly on the front to the Goulburn Broken CMA, PO Box 1752, Vic 3632 by Friday 29 January 2016.

This documentation will be assessed for inclusion onto the Goulburn Broken CMA's Environmental Works Contractor Register for the next three years, ending January 2019.

To be eligible for registration all the documents listed in the table below must be attached to the proposal for consideration on the 2016 -2018 Registered Works Contractor listing. Please use the table below as a check list.

Forms	Tick	Requirements
Form A	<input type="checkbox"/>	Copy of Public Liability Insurance Certificate of Insurance Copy of WorkCover Insurance Certificate of Currency.
Form B	<input type="checkbox"/>	Form of Contract, signed and dated.
Form C	<input type="checkbox"/>	Schedule of Rates.
Form D	<input type="checkbox"/>	"Statement of Understanding" signed and dated.
Form E	<input type="checkbox"/>	Contractors' OHS Management System Questionnaire.
Form F	<input type="checkbox"/>	Details of Quality Assurance Management System.
Form G	<input type="checkbox"/>	Details of Environmental Management System

1 INTRODUCTION

1.1 THE CATCHMENT

The name “Goulburn Broken” is derived from the two major river systems within the catchment, the Goulburn River and the Broken River. The catchment covers 10.5% of Victoria (2.4 million hectares), with a population in excess of 200,000 people.

The region stretches from close to the outskirts of Melbourne at the Great Dividing Range in the south, to the Murray River in the north and supports major agricultural (dryland and irrigated), food processing, forestry and tourism industries.

The townships in the south of the catchment include Kilmore, Seymour and Kinglake and in the north, Yarrawonga to Echuca along the River Murray and all areas between. The Goulburn Broken CMA has works centres located in Shepparton, Benalla and Yea.

Works programs are coordinated by the River Health and Land & Biodiversity implementation teams, with on-ground works activities ranging from in-stream structural and habitat works, such as bank stabilisation and re-snagging, to, riparian vegetation enhancement and protection via fencing and revegetation.



Figure 1. Map of the Goulburn Broken Catchment

1.2 ORGANISATIONAL RESPONSIBILITIES

Delivery of the River Health and Land & Biodiversity Programs across the catchment is the responsibility of the River & Wetland Health Program Manager & the Land & Biodiversity Program Manager. Works to be undertaken under this contract shall be delegated to Goulburn Broken CMA River Health and Land & Biodiversity Employees by the relevant program managers.

Definitions

For the purpose of this specification, the following definitions shall apply:

“Contractor”	means the successful supplier to undertake the work.
“Goulburn Broken CMA” or “GB CMA” or “the Authority”	means the Goulburn Broken Catchment Management Authority.
“River Health Employee” or “Land & Biodiversity Employee”	means a designated employee of the Goulburn Broken CMA River & Wetland Health or Land & Biodiversity teams.
“Plant”	means plant items, operator, labour and all items associated with operation
“Hazard”	is anything that has the potential to cause injury or illness (to employees, contractors, visitors and public or damage to plant or property). A hazard can be related to a physical state or a work practice or procedure. A hazard can also be introduced when implementing changes to existing arrangements.
“Hazard identification”	is the process of identifying all situations or events that could give rise to the potential for injury, illness or damage to plant or property.
“Risk”	means the likelihood of injury, illness or damage to plant or property arising from exposure to any hazard.
“Risk Assessment”	is the process of determining the likelihood of an injury, illness or damage to plant or property.
“Hazard control”	is the process of implementing measures to reduce the risk associated with a hazard. The control process must follow the control hierarchy, in order, as prescribed in some health and safety legislation. It is always important that any control measure does not introduce new hazards, and that ongoing effectiveness of the control is monitored.

2 GENERAL CONDITIONS OF THE CONTRACT

2.1 LOCATION OF WORKS

Registered Works Contractors or Suppliers may be invited to carry out works or supply goods under this works programme anywhere within the Authority catchment. Travelling time to remote work sites will be taken into account when assigning work to local contractors.

For the supply of goods or materials, the costs of delivery to a nominated location shall be stated.

2.2 CONTRACT PERIOD

The Contract period shall be for a period of approximately 3 years, terminating on the 31st January 2019. The contract pricing fees shall remain firm for the first 12 months of the contract.

Applications for pricing fees variations will be considered for inclusion as at the 31st of January each year subject to verification and acceptance, and will be individually negotiated with the Goulburn Broken CMA on a case by case basis in writing only.

The Authority reserves the right to put specific projects/works to a separate contract at any time, and where any existing works have commenced under a previous pricing agreement, those rates shall continue until completion of those works.

2.3 INSURANCE

Prior to the commencement of any work under this Contract, intending service providers shall have a Public Liability Insurance Policy to an amount of not less than \$10,000,000 and shall maintain this policy throughout the period of currency of the contract. Further details are given in Attachment 1, General Hiring Condition's clause 11. A Certificate of Insurance (Form A) must be provided and accepted by the Authority.

Where applicable (based on WorkCover requirements or definitions) WorkCover Insurance shall also be maintained with an approved WorkCover Agent. Refer to Attachment 1, General Hiring Condition's clause 6 (d). A certificate of currency shall be provided to the Authority as per the requirements in Form A.

2.4 OVERHEADS

Rates quoted where applicable shall include the cost of operator wages and overheads including all responsibilities of employers to employees.

2.5 PAYMENT OF ACCOUNTS

Wherever possible, payments will be made by the Authority within 30 days of receipt of accounts.

2.6 EVALUATION CRITERIA

The majority of goods and services purchased under this contract arrangement will be as inputs to a project designed and supervised by the Goulburn Broken CMA. However in the selection of a service provider for a project, the Authority will not be bound to accept the lowest price but while giving consideration to price, will also take into account other factors such as:

- a) Implementation by the Contractor of an Operational Management System with particular emphasis on a Quality Assurance System, an Occupational Health and Safety System and an Environmental Management System;
- b) Experience in the task to be undertaken;
- c) Suitability of equipment offered for the task;
- d) Quality of goods to be supplied; and
- e) Availability at the time required for the works program.

2.7 OCCUPATIONAL HEALTH AND SAFETY

The Contractor's attention is drawn to the Authority's requirements for carrying out works in accordance with the requirements of the Occupational Health and Safety Act, 2004. Employers in particular are required to have in place a safety program and systems which clearly demonstrate compliance with all relevant sections of the Occupational Health and Safety Act, 2004 and the Occupational Health and Safety Regulations 2007.

Where the contract is for the provision of services, contracts submitted by applicants shall provide details of their Occupational Health and Safety Management System and shall at least address all of the issues referred to in Attachment 2. (See Form E)

2.7.1 Training

All contractors and employees of contractors accepted under the tender will be required to have completed Occupational Health and Safety Training in the form of an accredited Construction Induction training course and hold following evidence of training:

- A construction induction card issued by WorkSafe following successful completion of induction training by an RTO;
- A 'red card', which shows that the person completed the previous Victorian Construction Industry Basic Induction Course, which existed before 1 July 2008. Red cards remain valid after 1 July 2008, and do not need to be transferred to construction induction cards;
- A construction statement of attainment issued by an Registered Training Organisation, pending processing of a construction induction card; or
- Recognised evidence of construction induction training (e.g. a statement or card issued under similar requirements in another Australian state or territory).

The Training requirement is usually a one day course and the cost shall be borne by the contractor.

2.7.2 Risk Assessment

A site risk assessment is to be completed by the contractor and or their operators for each Goulburn Broken CMA work site, in any conditions under which the contracting operations are being conducted:

- All persons involved in the site work should be involved in the development of the risk assessment prior to the work commencing;
- All parties are required to sign the document as proof of their involvement with the development of the document;
- A copy of the document must be available at the site of the work; and
- Amendments to risk assessment must be approved and agreed by all involved in the development and a record of the changes maintained at the works location.

2.7.3 Inspections / Audits

The Contractor hereby consents to any inspection or audit conducted by the Goulburn Broken CMA in regards to the Contractor or any of its subcontractors in compliance with the contractors and/or the Goulburn Broken CMA's OHS Procedures. It is acknowledged by the Contractor that any material non-compliance with Safe Work Procedures identified as a result of any inspection or audit may entitle the Goulburn Broken CMA to serve a termination notice as described in Attachment 1, Part 4 of this Agreement.

2.7.4 Subcontractors

The contractor will only use subcontractors after the use of the subcontractor has been agreed to in writing by the Goulburn Broken CMA. The subcontractor shall also meet all requirements of the Goulburn Broken CMA under this document and operate under the same OHS processes of the contractor.

2.7.5 Adverse conditions

Contractor's attention is drawn to the Goulburn Broken CMA OHS / risk assessment procedures with regard to adverse conditions. The Goulburn Broken CMA reserves the right to halt or delay work where it determines there is an unacceptable risk due to current conditions such as inclement weather or high fire danger (including, but not limited to Code Red or Total Fire Ban days) unless required because of an emergency.

Inclement weather means heavy rain or abnormal climatic conditions (such as hail, snow, cold, high wind, severe dust storm, extreme high temperature or similar or any combination thereof) where it is considered not reasonable or safe for contractors and/or staff exposed to continue working while conditions remain.

As per Goulburn Broken CMA OHS procedures:

- No outdoor work activities are to be undertaken on Code Red days.
- Restricted outdoor activities are to be undertaken on Total Fire Bans Days

2.8 QUALITY ASSURANCE SYSTEM

The Contractor's attention is drawn to the Authority's preference for works to be carried out in accordance with an accredited Quality Management System (QMS) operated by the Contractor.

Where the contract is for the provision of services, contracts submitted by applicants shall provide details of their QMS and shall provide a Certificate of Accreditation or details of the system under which accreditation is being developed (See Form F).

Contractors without an accredited QMS will be required to work under a higher level of Supervision by the CMA to achieve the required quality of output.

2.9 ENVIRONMENTAL MANAGEMENT SYSTEM

The Contractor's attention is drawn to the Authority's preference for works to be carried out in accordance with an Environmental Management System (EMS) operated by the Contractor.

Where the contract is for the provision of services, contracts submitted by applicants shall provide details of their EMS and shall provide a Certificate of Accreditation or details of the system under which accreditation is being developed (See Form G).

Contractors without an accredited EMS will be required to work under a higher level of Supervision by the CMA to achieve the required environmental performance.

2.10 RATES OF PAY AND CONDITIONS OF EMPLOYMENT

Any Contractor (employer) selected to carry out work for the Authority shall comply with all relevant industrial legislation including industrial awards to which the employer is bound, and any certified agreements to which the employer is a party. The employer should seek the advice of the employer organisation regarding the application to it of awards and certified agreements and enterprise flexibility agreements.

2.11 CONTINUITY OF FUNDING

For the life of this contract the Authority has a budget allocated for works and activities to maintain and improve environmental health across the catchment.

Any service provider submitting a contract shall do so with the knowledge that the Authority cannot guarantee funding for similar works past the end of this period.

Whilst the Authority anticipates that funding will be available for similar works in the future, it will not be held responsible in any way for the continuity of such similar works and any implications it may have to any service provider.

2.12 PRIVACY

All information received will be handled in accordance with the current Privacy Amendment Act 2000. The Authority makes every effort to protect personal information from misuse, loss, unauthorised access, modification or disclosure.

2.13 RESERVED RIGHTS

The Authority reserves the right to accept or not to accept any offer, to engage services from a contractor who is not the lowest, or to appoint more than one supplier for the provision of a service.

2.14 ACCEPTANCE

Acceptance of the offer by the Authority binds the contractor to provide services under the terms of this contract (Ref to Form B - Form of Offer). Contractors with Compliant Contracts will be advised of their acceptance by a letter from the Contract Manager.

2.15 ENGAGEMENT

Where works under this contract are required a Purchase Order must be raised by the Authority, specifying the contract name and number, the location of the work and the quantity of work to be provided.

2.16 ASSESSMENT AND ACCEPTANCE OF CONTRACTS

Contracts shall be clearly marked "Tree Planting and Revegetation Activities Contract 16/18-7" and delivered directly to the Goulburn CMA Office at 168 Welsford Street, Shepparton, or posted to the Goulburn Broken CMA Offices, PO Box 1752, Shepparton 3632 **by 4pm Friday 29 January 2016.**

Contract Documents will be assessed for compliance when received and letters of acceptance will follow when compliance is achieved.

Subsequent applications may be considered at the discretion of the Authority where new additions to the database may assist in delivery of the Authorities works program.

All Contracts are to be renewed on a three yearly basis, and new entries will be assessed on their merits at that time. No new work orders will be issued for this contract until contractors have submitted and achieved compliance under the 16/18-7 contract.

2.17 ENQUIRIES

Any general enquiries regarding this contract may be directed to

Annie Squires, Business Support Project Coordinator, 168 Welsford Street, Shepparton Ph (03) 5822 7700

3 GENERAL SPECIFICATION FOR TREE PLANTING AND REVEGETATION ACTIVITIES

3.1 WORK DESCRIPTION

The Authority may require the services of tree planting contractors to assist with the implementation of waterways grants. Revegetation works are generally undertaken from Autumn to Spring.

3.2 PLANT REQUIREMENTS

It is expected that Contractors provide all tree planting equipment and any price quoted shall also include the cost of providing and transporting such equipment to be used in that project. It is considered essential that applicants have their own vehicle transport. This contract does not include the hire of plant and equipment i.e. tractors, excavators. The Supply of Plant & Equipment, Operators & Labour for Environmental Works contract 16/18-1 documents must be submitted for these activities.

3.3 SUPPLY OF MATERIALS

The Authority will supply all materials, including seedlings, weed mats, stakes and guards. It may be requested that contractors transport materials to and from works sites, for which an additional charge may be negotiated

3.4 DESIGN OF PROJECTS

Details of planting activities shall be determined for each work site by the GB CMA River Health Employee, following site preparation. Contractors will be advised of specific planting activities when invited to work on the site, which may include relocation of guards.

Site plans for planting will be provided where necessary and discussed per site.

3.5 QUALITY OF WORK

All works carried out for the Authority by any Contractor on any project shall be to a standard acceptable to the GB CMA River Health or Land & Biodiversity Employee and the Authority.

Contractors must adhere to the following:

- Demonstrate knowledge of seedling species and suitable planting locations within site
- Planting technique applied to be as directed by GB CMA River Health or Land & Biodiversity Employee's, considering:
 - site preparation
 - site conditions
 - seedling species
 - guard type (plastic or carton guards, stakes or steel frames, weed mats)
- Planting hole must be:
 - deeper than tube height (root system)
 - seedling to be planted below surface level and covered with 1-2 cm of local soil to ensure no potting medium is exposed
- Seedling to be removed from tube/hiko with care to avoid damage to roots and stem, retaining soil around root system
- Seedlings must be well watered before planting

- Guarding to be neat and secure:
 - Plastic guards/carton guards to be fitted firmly and meet ground level
 - Any logos on guards to be placed upright
 - Stakes must be hammered into ground firmly
- When weed mats are required, they must be placed so seedling stem remains upright

Placement of seedlings must not obstruct gateways, crossings, tracks, and/or service easements. i.e. power, gas, phone lines. Tall shrubs and trees should not be placed under power lines or mature trees.

Site to be left tidy on completion, returning tubes, trays and all excess materials to depot/nursery.

4 GENERAL SPECIFICATION FOR DIRECT SEEDING

4.1 WORK DESCRIPTION

The Authority may require the services of direct seeding contractors to assist with the implementation of waterways grants. Direct seeding works are generally undertaken in late Spring.

4.2 PLANT REQUIREMENTS

It is expected that Contractors provide the direct seeding equipment and any price quoted shall also include the cost of providing and transporting such equipment to be used in that project.

The direct seeder should be able to accommodate delivery of inoculants and smoke water.

It is considered essential that applicants have their own vehicle transport.

4.3 SUPPLY OF MATERIALS

The Authority will supply all seed.

The contractor will be required to supply smoke water and acacia inoculants on request.

4.4 DESIGN OF PROJECTS

Details of direct seeding activities shall be determined for each work site by the GB CMA River Health or Land & Biodiversity Employee, following site preparation. Contractors will be advised of specific direct seeding activities when invited to work on the site.

4.5 QUALITY OF WORK

All works carried out for the Authority by any Contractor on any project shall be to a standard acceptable to the GB CMA River Health or Land & Biodiversity Employee and the Authority.

To maximise success, contractors must consider the following:

- Sow into moist soil
- Utilisation of smoked water when seeding
- Utilisation of inoculants when seeding
- Calibration of pre-treated seed (750g/ha or 250g/km where smoked water and inoculants applied)
- Free flow of seed, regular checks to ensure no obstructions or clogging of the seedbox prevents uniform seed dispersal
- Scalp between 25 to 50mm of topsoil to form a weed free strip

- Cultivate the scalp line to create a seedbed
- Deposit seed in and on the seedbed, using a press wheel to ensure good seed to damp soil contact

Attachment 1 -General Hiring Conditions

- 1 (a) The plant is hired at the rate shown in the schedule on the basis of eight hours working onsite per day and for five days per week (Saturdays, Sundays and public holidays excepted) unless otherwise specified.
- (b) All portions of a day worked will be paid in proportion to the agreed hiring rate to the nearest one-half of an hour.
- (c) The hiring period is approximate only and may be varied by written agreement between the Authority and the Owner/Contractor.
2. Hire of plant shall commence at the time of delivery to the Authority or on the date specified in the Purchase Order or as agreed with the Goulburn Broken CMA River Health or Land & Biodiversity Employee and shall continue until this agreement is terminated.
3. The Authority reserves the right at any time during any period of work and as a result of extreme weather conditions to suspend works for the remainder of the day or such other period as the Authority may deem necessary if in the interests of public safety or worker safety, the Authority considers it unsafe to continue working. In such cases, the Contractor shall only be entitled to claim for the actual period worked or work completed.

Termination

4. (a) The Authority may terminate the work under this Contract by giving one day's notice to the Owner/Contractor. If insufficient notice or no notice is given, the Authority shall pay a sum equal to one day's working hire.
- (b) The Authority reserves the right to terminate the hire of any plant and/or operator at any time without notice and without being in default if the services or the operation of the plant is considered to be unsatisfactory or unsafe.
- (c) The Owner/Contractor may withdraw equipment from a job only after sufficient notice has been given for the job to be brought to a stage which the Supervisor considers to be satisfactory and/or safe for progress to be suspended.
5. If the Owner/Contractor fails to carry out this hiring agreement when called upon to do so, or fails to proceed continuously with carrying out this hiring agreement, or on any other breach of this agreement, the Manager or their representative may, without notice, and without prejudice to any rights of the Authority consequent on failure or breach, terminate the agreement.
6. The Owner/Contractor unless otherwise stated, shall:
 - (a) Deliver the plant in good working order and maintain it in that condition at the Contractors own expense.
 - (b) Maintain all plant and equipment in accordance with the requirements of the Victorian Transport Act (1983),
 - (c) Operate and maintain all plant and equipment in accordance with the Country Fire Authority Act (1958) and the Code Practice for Fire Management on Public Land.
 - (d) Deliver plant and equipment to a work site free of weed seeds and other matter capable of spreading weeds and animal disease. Such measures should also be taken between each Goulburn Broken CMA works site.

- (e) Comply with all reasonable directions of the Goulburn Broken CMA River & Wetland Health or Land & Biodiversity Program Manager and/or Goulburn Broken CMA River Health or Land & Biodiversity Employees
 - (f) Be liable for all damage or undue wear caused by or arising out of the owner/operators failure to adequately lubricate and maintain the hired plant.
 - (g) Have all repairs and maintenance of the plant carried out expeditiously, and, as far as practicable, either outside normal working hours or during periods of stand down.
 - (h) At the owner/operators expense insure the plant and keep the same insured during the period of hire, against damage, loss or theft. No hire shall be payable by the Authority whilst the plant is rendered idle by damage, loss or theft.
 - (i) At the owner/operators own expense, under an insurance policy pursuant to the Accident Compensation (WorkCover) Act, 1993 or any Act amending the Act, insure, and keep insured during the period of hire, their statutory and common law liability in respect of injury to their operator and workmen. The common law cover shall be for an unlimited amount in respect of any one accident to any one employee. A Certificate of Currency shall be provided to the Authority as per the requirements in Form A.
 - (j) Work may be stopped at any time by the Goulburn Broken CMA's Goulburn Broken CMA River Health or Land & Biodiversity Employee if he/she deems either the situation to be dangerous or a risk to public or private property exists.
7. Payment for hire will be made by the Authority on submission of claims by the Owner/Contractor at monthly intervals corresponding with the normal payment of the Authority's Accounts. Such claims shall be supported by daily delivery dockets counter signed by the Goulburn Broken CMA River Health or Land & Biodiversity Employee.

Contractor to Indemnify the Authority

- 8 (a) The Contractor shall indemnify and keep indemnified the Authority and its officers and employees in respect of Loss incurred or suffered as a result of:
- i. any breach of this Contract by the Contractor; or
 - ii. any negligent act, error or omission in connection with the performance of work under this Contract by the Contractor or its officers employees or agents;
- PROVIDED THAT this indemnity does not apply to the extent that Loss is caused by or contributed to by the Authority or its officers, employees or agents.
- 8 (b) This indemnity includes, without limitation, Loss due to bodily injury, sickness or death or loss, destruction or damage to property.
- 8 (c) This indemnity survives the expiration or termination of the Contract.
- 8 (d) For the purpose of this clause, "Loss" includes loss, damage claim or liability of every kind, (including all legal costs and disbursements associated therewith) unless too remote but does not include pure economic loss not recoverable at common law.
- 9 (a) The Authority indemnifies and will keep indemnified the Contractor and its officers and employees in respect of Loss incurred or suffered as a result of:
- i. any breach of this Contract by the Authority; or
 - ii. any negligent act, error or omission in connection with the performance of work under this Contract by the Authority or its officers employees or agents;

PROVIDED THAT this indemnity does not apply to the extent that Loss is caused by or contributed to by the Contractor or its officers, employees or agents.

- 9 (b) This indemnity includes, without limitation, Loss due to bodily injury, sickness or death or loss, destruction or damage to property.
- 9 (c) This indemnity survives the expiration or termination of the Contract.
- 9 (d) For the purpose of this clause, "Loss" includes loss, damage claim or liability of every kind, (including all legal costs and disbursements associated therewith) unless too remote but does not include pure economic loss not recoverable at common law.
- 10. The Contractor hereby releases the Authority from any and all claims for loss or damage of any tools equipment, or plant, owned by or in the possession of the Contractor or hired to the Authority by the Contractor unless such loss or damage was caused by negligence of the Authority or its employees during the period of the Contract.

Public Liability Insurance

- 11. Prior to commencement of Work under the Contract, the Contractor must effect and maintain in force during the term of this Contract (and during any extension of that term)
 - (a) public liability insurance insuring it and its officers and employees against liability for:
 - i. death of or injury to any person; or
 - ii. loss of, destruction of or damage to property
 - iii. all legal costs and disbursements arising from any such claimhappening during the term of this Contract and arising out of occurrences in connection with its work under this Contract for an amount not less than \$10Million in respect of any one claim unlimited as to the number of claims insured and with a deductible of no more than \$1,000 for each and every claim.
 - (b) The Contractor must comply with and observe the terms of the insurance it effects as required by clause 11(a) and must not do anything which could result in any such policy being avoided or unenforceable or which may entitle the insurer to limit or reduce the amount otherwise payable under the policy.
 - (c) The Contractor will forthwith upon the written request of the Authority, provide satisfactory proof that the insurances required by clause 11(a) have been effected, and shall renew and keep current such policy (or policies) if expiring during the period of this Contract without any further request from the Authority. This proof shall be in the form of a Certificate of Insurance containing at least the detail required in Form A.
 - (d) The provisions of this clause survive the expiration or earlier termination of the Contract and do not modify or limit any indemnity provided under clause 8.
 - (e) The Contractor is required to make a full disclosure to its insurance provider of the type of work and the nature of the risks arising from work under this Contract. Contractors are advised to supply their insurance provider with a copy of this contract document, and further relevant details of the Contractors previous work history with the Authority.

Attachment 2 - Occupational Health and Safety Management System

Documentation Requirements

Contractors contracted to undertake project works on behalf of the Authority shall complete the Contractor's OHS Management System Questionnaire (Form E) and incorporate the completed document with their contract submission.

The questionnaire addresses the following key aspects of the OHS Management System used by your company:

1. OHS Policy and Management
2. Safe Work Practices and Procedures
3. OHS Training
4. Health and Safety Workplace Inspection
5. Health and Safety Consultation
6. OHS Performance Monitoring

Contractors who do not complete the questionnaire shall be ineligible for selection.

Contractors will be required to verify their responses noted in the questionnaire by providing evidence of their ability and capacity in relevant matters. By submission of the contract and questionnaire the Contractor acknowledges and confirms as accurate all details contained in the questionnaire and any verifying documents.

From the evaluation of your responses in Form E, the Goulburn Broken CMA will determine whether a contractor will be able to work under their own OHS Management System, or whether they will be required to work under the Goulburn Broken CMA OHS Policy and Procedures with the consequent increase in supervision (and cost) required by the Goulburn Broken CMA.

Form A - Insurance Details

(This form must be completed and returned with the Contract submission, including all required additional documentation)

Public Liability

Insurance Company		
Public Liability Cover (Insurance Amount must be >10M)		
Policy No:		
Period of Currency	From	To
<p>A copy of a Certificate of Insurance from the Insurance Broker (dated and signed) must be provided with this Attachment and include all of the items in the following list:</p> <ul style="list-style-type: none"> • Full name of the Insured being identical with the name on Form B, • Full name of the Insurer, • Policy Number, • Limits of Insurance (as to each claim, total, and deductibles), • Period of Insurance including confirmation that payment has been made, • Nature and categories of Cover provided in Plain English, • Details of any endorsements or exclusions on the Policy which are relevant to Works under the Contract, • Details of the Insurance underwriter including web address. <p>Note: If the period of currency expires before the end of this Contract it is the responsibility of the Contractor to provide a Certificate of Currency for the outstanding period prior to the expiry of the current period.</p>		

WorkCover

WorkCover Agent		
WorkCover Employer No / Policy No		
Period of Currency	From	To
<p>A copy of a Certificate of Currency from the Insurance Broker must be provided with this Attachment</p> <p>Note: If the period of currency expires before the end of this Contract it is the responsibility of the Contractor to provide a Certificate of Currency for the outstanding period prior to the expiry of the current period.</p> <p>Note: If the Contractor claims exemption from the need to have WorkCover Insurance, the reason for this must be stated.</p>		

The Contractor must advise the Authority immediately of any change to the original policy.

Form B - Form of Contract

I, (insert name of authorised company representative)
Of (insert full name and address of Company making this offer)
Address

Phone	
Facsimile	
Mobile	

Do hereby acknowledge that this offer and the attached quotation on Form C is in accordance with the General Conditions of this Contract, the General Specification for the Tree Planting and Revegetation Activities, and Attachment 1 - General Hiring Conditions and that I have provided all the required details as per

- ☐ Attachment 1, General Hiring Conditions
- ☐ Attachment 2, Occupational Health and Safety Management System Documentation Requirements

And have completed

- ☐ Form A, (Insurance details),
- ☐ Form B (this document)
- ☐ Form C (Schedule of Rates)
- ☐ Form D (Statement of Understanding)
- ☐ Form E (Contractor's OHS Management System Questionnaire)
- ☐ Form F (Quality Management System)
- ☐ Form G (Environmental Management System)

I also acknowledge, that if accepted by the Authority and engaged to carry out services under this Contract by the issue of a Purchase Order for specific works, I will carry out those works in accordance with the General Specification for supply of Tree Planting and Revegetation Activities Contract 16/18-7, the General Hiring Conditions, and any site specific drawings or specifications attached to the Purchase Order.

Signature

Date

Form C - Schedule of Rates (Excluding GST)

Owners Name	
Business Name	
Address	
ABN	
Tel. No	
Signature	Date
Preferred Area of Working	<input type="checkbox"/> Benalla <input type="checkbox"/> Seymour <input type="checkbox"/> Shepparton <input type="checkbox"/> Mansfield <input type="checkbox"/> Yea/Alexandra

Rates and detail must be submitted in the following format to facilitate data entry into our Contractor Database.

Labour hire rate (Ex GST):	\$/hour per person
Any hire rate variations i.e. Ground Conditions (please detail):	

OR

UNIT PLANTING RATE: (as \$/unit for following variations)	\$/unit (EX GST)
1. Planting without guarding	
2. Planting & guarding with:	
a) 3 stakes & plastic sleeve	
b) 2 stakes & carton guard	
c) steel frame & plastic sleeve	
3. Other planting tasks/applications (quote as additional \$/unit to above, if applicable)	
a) weed mat	
b) fertiliser or water saver product	
c) watering	
Any other cost variations that may apply to be detailed here, preferably as additional \$/hour or \$/unit to above rates: Eg. Travel time, material transport, planting condition variations	

Form D - Statement of Understanding

As a Statutory Authority reporting to Government, the Goulburn Broken Catchment Management Authority is committed to the highest ethical standards in its relationship with its Stakeholders, Community, Employees and Suppliers of goods and services to the Authority.

The Goulburn Broken Catchment Management Authority expects that this same level of integrity and commitment to the highest ethical standards will be reflected by these same groups, in their respective business relationships with the Authority.

A summary of the standards that the Authority expects its suppliers to commit to thereby ensuring a professional relationship of the highest order is as follows:

- All business dealings with the Authority are to be conducted on a normal commercial or “arm’s length” arrangement.
- Suppliers of goods and services must avoid real or perceived conflict of interest in their dealings with the Authority. Any conflict of interest or perceived preferential commercial arrangement such as family connections must be disclosed to the Authority for its consideration prior to the commencement of any commercial arrangement.
- No secret commissions or “kickbacks” to any employee, consultant or Member of the Authority (including their respective family members) will be tolerated.

The Authority wishes to enter into this Statement of Understanding with each of its major suppliers to ensure that there is a clear understanding of the expectations of the highest professional and ethical standards required from each other in their respective business dealings.

Signed for the Authority _____ Date _____

Signed by the Supplier _____ Date _____

Name of Supplier _____

Form E - Contractor's OHS Management System Questionnaire

This questionnaire forms part of the Authority's contract evaluation process and is to be completed by Contractor's and submitted with this contract offer. The objective of the questionnaire is to provide an overview of the status of the Contractor's OHS management system. Contractors will be required to verify their responses noted in their questionnaire by providing evidence of their ability and capacity in relevant matters.

Certification	
The information provided in this questionnaire is an accurate summary of the company's occupational health and safety management system.	
Company Name:	
Signed:	
Name:	
Position:	Date:

Contract Details

Tree Planting and Revegetation Activities - Contract 16/19-7
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1 OHS Policy and Management	Please Circle	
1.1 Is there a written company health and safety policy?	Yes	No
<i>If yes provide a copy of policy.</i>		
<i>Comments:</i>		
1.2 Does the company have an OHS Management System certified by a recognised independent authority (e.g. SafetyMAP)?	Yes	No
<i>If yes provide details:</i>		
1.3 Is there a company OHS Management System manual or plan?	Yes	No
<i>If yes provide a copy of contents page(s).</i>		
<i>Comments</i>		

Form E continued

1.4 Are health and safety responsibilities clearly identified for all levels of staff?	Yes	No
<i>If yes provide details:</i>		
2 Safe Work Practices and Procedures	Please Circle	
2.1 Has the company prepared safe operating procedures or specific safety instructions relevant to its operations?	Yes	No
<i>If yes, provide a summary listing of procedures or instructions.</i>		
<i>Comments:</i>		
2.2 Does the company have any permit to work systems?	Yes	No
<i>If yes, provide a summary listing or permits:</i>		
2.3 Is there a documented incident investigation procedure?	Yes	No
<i>If yes provide a copy of a standard incident report form.</i>		
2.4 Are there procedures for maintaining, inspecting and assessing the hazards of plant operated/owned by the company?	Yes	No
<i>If yes, provide details:</i>		
2.5 Are there procedures for storing and handling hazardous substances?	Yes	No
<i>If yes, provide details</i>		
2.6 Are there procedures for identifying, assessing and controlling risks associated with manual handling?	Yes	No
<i>If yes, provide details.</i>		
3 OHS Training	Please Circle	
3.1 Describe how health and safety training is conducted in your company		

Form E continued

3.2 Is a record maintained of all training and induction programs undertaken for employee in your company?	Yes	No
<i>If yes, provide examples of safety training records</i>		
4 Health and Safety Workplace Inspection	Please Circle	
4.1 Are regular health and safety inspections at worksites undertaken?	Yes	No
<i>If Yes, provide details:</i>		
4.2 Are standard workplace inspection checklists used to conduct health and safety inspections?	Yes	No
<i>If yes, provide details or examples:</i>		
4.3 Is there a procedure by which employee can report hazards at workplaces?	Yes	No
<i>If yes, provide details:</i>		
5 Health and Safety Consultation	Please Circle	
5.1 Is there a workplace health and safety committee?	Yes	No
5.2 Are employee involved in decision making over OHS matters?	Yes	No
<i>If yes, please provide details</i>		
5.3 Are there employee elected health and safety representatives?	Yes	No
<i>Comments</i>		
6 OHS Performance Monitoring	Please Circle	
6.1 Is there a system for recording and analysing health and safety performance statistics?	Yes	No
<i>If yes provide details:</i>		
6.2 Are employee regularly provided with information on company health and safety performance?	Yes	No
<i>If yes, provide details.</i>		

Form E continued

6.3 Has the company ever been convicted of an Occupational Health and Safety offence?	Yes	No
<i>If yes, provide details.</i>		

7 Company References

7.1 Please provide the following information for the three (3) most recent contracts completed by the company.

	Contract 1	Contract 2	Contract 3
Contract Description			
Client			
Contact			
Phone No			
Number of lost time injuries			
Number of person days on contract			
Total days lost due to injuries			

Form F - Quality Assurance Management System

1. Name of Contractor
2. Organisation or Standard for which Accreditation is given
3. System or Standard under which Accreditation is being developed.

Signature:

Date:

Please attach a copy of your accreditation certificate or other documentary evidence to support your current situation.

Contractors without an accredited QMS will be required to work under a higher level of Supervision by the CMA to achieve the required quality of output.

Form G - Environmental Management System

1. Name of Contractor
2. Organisation or Standard for which Accreditation is given
3. System or Standard under which Accreditation is being developed.

Signature:

Date:

Please attach a copy of your accreditation certificate or other documentary evidence to support your current situation.

Contractors without an accredited EMS will be required to work under a higher level of Supervision by the CMA to achieve the required environmental performance.