



NORTH EAST
CATCHMENT
MANAGEMENT
AUTHORITY

INVITATION TO TENDER

CONTRACT No: 10 / WCS / 158

Weed Control and Revegetation Site Preparation Services Preferred Contractor(s)

December 2009 to November 2012 (2013)

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Section A

Tender Information

1. Definitions

In the Contract Documents the words:

- “**Authority or Principal**” means the North East Catchment Management Authority.
- “**Tender Documents**” means the documents listed in Clause 2
- “**Tenderer**” means the individual, organization, partnership or limited liability company submitting the Tender.
- “**the Tender**” means the Tender submitted by the Tenderer

2. Tender Documents

The Tender Documents shall comprise the following documents:

- Section A Tender Information
- Section B Conditions of Tender
- Section C General Conditions of Contract
Annexure to the General Conditions of Contract
Special Conditions of Contract
- Section D Formal Instrument of Agreement
- Section E Specification
- Section F Tender Schedule

No explanation or amendment to the Tender Documents shall be recognised unless it is in the form of a written addendum that has been numbered and issued by the Authority.

3. Issue of Tender Documents

Intending Tenderers will be supplied with one copy of the Tender Documents.

Documents will be available from:

North East Catchment Management Authority

Wodonga Office
1B Footmark Court
Wodonga, 3690

Telephone: 02 6043 7600

Facsimile: 02 6043 7601

Enquires should be directed to Peter Sacco – River Health Operations Manager

Section B

Conditions of Tender

1. Information to be Submitted

The following information must be submitted as part of the Tender:

1.1 Tender Schedules

The Tender Schedules provided in Section F shall be fully completed by the Tenderer and submitted with the Tender.

1.2 Other Information

The Tenderer may include any other information the Tenderer may consider relevant to the Tender.

1.3 Copies of the Tender

The Tenderer must submit one copy of the original Tender.

2. Lodgement of Tenders

2.1. General

Tenderers shall lodge the Tender in a sealed envelope endorsed with the Contract Number at the place and by the time stated in clause 2.2.

2.2. Hand Delivered or Posted

Each Tender must be either deposited in the Tender Box at

1B Footmark Court

Wodonga, 3690

before 4.00pm on Friday 6th November 2009,

or posted in time to be lodged in the Tender Box by that time and date.

2.3. Facsimile Transmission

Tenders transmitted by facsimile shall be accepted if they are received before the closing time specified, and are promptly confirmed with the appropriate documents.

The following facsimile number is available for transmission of tenders:

Facsimile: (02) 6043 7601

Prospective users of this facility should ensure sufficient time for transmission of their Tender as the Authority will not accept responsibility for breakdown of equipment, engaged machines or any malfunction that results in a Tender not being received or being received late.

The Authority does not guarantee the security of any Tender transmitted by facsimile.

3. Rejection of Tender

3.1 The North East Catchment Management Authority reserves the right to reject any tender which:

1. is late;
2. is incomplete, obscure or irregular or contains omissions or erasures;
3. contains, in the opinion of the Authority, amounts which are unreasonable;
4. does not comply with a requirement of the Tender Documents.

Any determination made by the Authority in relation to the above matters will be final.

4. Intellectual Property

4.1 Ownership and copyright of all written and electronic material, information, plans and data obtained and produced as part of this project will rest with the North East CMA

5. OH&S Insurance and Regulatory Compliance

5.1 All Tenderers are required to complete the OH&S Questionnaire in Schedule 6 Part A of this Tender and the information requested in Schedule 6 Part D of this Tender.

6. Selection Criteria

6.1 The Selection Criteria, together with the relevant weighting of each criteria, upon which tenders will be assessed are:

- relevant experience 25%
- track record 25%
- management 25%
- price 25%

7. Acceptance of Tender

7.1 The Authority may, at its absolute discretion, before any tender is accepted, require the Tenderer to submit further information on aspects of the Tender.

7.2 The Tenderer shall note that prior to the acceptance of a tender, original documents relating to insurance must be produced for inspection. Tenders that do not meet these conditions will not be accepted.

7.3 The Tender shall remain valid for a period of 90 days from the date of tender lodgement.

7.4 **The Authority is not bound to accept the lowest tender or any tender** and will not be required to assign any reason for the rejection of any tender.

7.5 A tender shall not be deemed to have been accepted unless and until notice in writing of such acceptance has been delivered to or sent to the Tenderer by the Authority.

Section C

Conditions of Contract

1. General Conditions of Contract

The General Conditions of Contract are the Australian Standard AS 2124:1992 General Conditions of Contract.

A copy of AS 2124:1992 has not been issued with the Tender Documents although it does form part of the Tender Documents.

AS 2124:1992 may be inspected at the North East Catchment Management Authority office at 1B Footmark Court, Wodonga or copies can be obtained from:

Standards Association of Australia
PO Box 1055,
Strathfield NSW 2135.

Part A, the Annexure to AS 2124:1992 General Conditions of Contract forms part of the Contract and is attached.

Part A
AS 2124 –1992
ANNEXURE to the Australian Standard
General Conditions of Contract

This Annexure shall be issued as part of the tender documents and is to be attached to the General Conditions of contract and shall be read as part of the Contract.

The law applicable is that of the State or Territory of: (clause 1)	Victoria
Payments under the Contract shall be made at: (clause 1)	P.O. Box 616, Wodonga, 3690
The Principal: (clause 2)	North East Catchment Management Authority
The address of the Principal:	1B Footmark Court Wodonga 3690
The River Health Projects Manager: (clause 2)	Corporate Manager – North East Catchment Management Authority
The address of the River Health Projects Manager	1B Footmark Court WODONGA VIC 3690
Limits of accuracy applying to quantities for which the Principal accepted a rate or rates: (clause 3.3(b))	N/A
Bill of Qualities – the alternative applying: (clause 4.1)	N/A
The time of lodgement of the priced copy of the Bill of Qualities: (clause 4.2)	N/A
# Contractor shall provide security in the amount of: (clause 5.2)	N/A
# Principal shall provide security in the amount of: (clause 5.2)	N/A
The period of notice required of a party's intention to have recourse to retention moneys and /or to convert	N/A

security: (clause 5.5)	
The percentage to which the entitlement to security and retention moneys is reduced: (clause 5.7)	N/A
Interest on retention moneys and security – the alternative applying: (clause 5.9)	N/A
The number of copies to be supplied by the Principal: (clause 8.3)	N/A
The number of copies to be supplied by the Contractor: (clause 8.4)	N/A
The time within which the River Health Projects Manager must give a direction as to the suitability and return the Contractor's copies: (clause 8.4)	7 days
Work which cannot be subcontracted without approval: (clause 9.2)	All of the works
The percentage for profit and attendance: (clause 11 (b))	N/A
The amount or percentage for profit and attendance: (clause (c))	N/A
Insurance of the Works – the alternative applying: (clause 18)	Alternative 1
The assessment for insurance purpose of the costs of demolition and removal of debris: (clause 18 (ii))	N/A
The assessment for insurance purposes of consultants' fees: (clause 18 (iii))	N/A
The value of materials to be supplied by the Principal: (clause 18 (iv))	N/A
The additional amount of percentage: (clause 18 (v))	N/A
Public Liability Insurance – the alternative applying: (clause 19)	Alternative 1
The amount of Public Liability Insurance shall be not less than: (clause 19)	\$10,000,000
The time for giving possession of the Site: (clause 27.1)	N/A

The Date for Practical Completion: (clause 35.2)	N/A
Liquidated Damages per day: (clause 35.6)	N/A
Limit Liquidated Damages: (Clause 35.8)	N/A
Bonus per day for early Practical Completion: (clause 35.8)	N/A
Limit of bonus: (clause 35.8)	N/A
Extra cost for Delay or Disruption: (clause 36)	N/A Event
The Defects Liability Period: (clause 37)	12 months for willow stem injection works only
The Charge for overheads, profit, etc, for Daywork: (clause 41(f))	N/A
Times for Payment Claims: (clause 42.1)	
Unfixed Plant and Materials for which payment claims may be made notwithstanding that they are not incorporated in the Works: (clause 42.1(ii))	N/A
Retention Moneys on: (clause 42.3)	N/A
	(a) work incorporated in the Works and any work or items for which a different amount of retention is not provided% of the value until% of the contract Sum is held;
	(b) items on Site but not yet incorporated in the Works,%;
	(c) items off Site but in Australia%;
	(d) items not in Australia%;
	disbursements incurred by the Contractor for

customs duties, freight, marine insurance, primage, landing and transport in respect of the work under the Contract%.

Unfixed Plant or Materials – the alternative applying: (clause 42.4)	N/A
The rate of interest on overdue payments: (clause 42.9)	Nil
The delay in giving possession of the Site shall be a substantial breach: (clause 44.7)	N/A
The alternative required in proceeding with dispute resolution: (clause 47.2)	Alternative 2
The person to nominate an arbitrator: (clause 47.3)	The Chairman of the Victorian Charter of the Institute of Arbitration, Victoria, Australia.
Location of arbitration: (clause 47.3)	to be confirmed

2. Special Conditions of Contract

2.1 Definitions

In the Contract Documents the words:

“Authority or Principal” means the North East Catchment Management Authority.

“Contractor or Supplier” means the individual, organization, partnership or limited liability company listed on the Formal Instrument of Agreement.

“the Contract” means the Formal Instrument of Agreement and the documents listed on the Instrument.

2.2 Precedence of Documents

Should there be any conflict between the documents comprising the Contract Documents, the order of precedence for interpretation shall be:

- Formal Instrument of Agreement
- Acknowledgment of Letter of Acceptance and Acceptance of Contract
- Letter of Acceptance
- Special Conditions of Contract
- General Conditions of Contract
- Annexure
- Specification
- Tender Submission
- Letters of Negotiation

2.3 Contract Period

2.3.1 The Contract period shall commence on the date of signing, December 1ST 2009 and shall end on the 30th of November 2012. Calculation for Rise & Fall will be made annually on the anniversary of the contract as per clause 2.5. The option exists for the contract to be extended for an additional 12 months provided the Authority and the Contractor are in written agreement.

2.3.2 The CMA reserves the right to tender for an additional contractor for any works that is equal to or greater than \$50,000. Eg: Emergency works such as a declared flood, fire, etc

2.4 Management and Safety Systems

- 2.4.1 Contractors are advised that in order to meet North East CMA's requirements in respect of Occupational Health and Safety, Quality Assurance and Environmental Management they will be required to demonstrate that they have substantial systems developed and implemented to manage these areas of the works. Contractors already having third party certified systems in place to the standards indicated below will be deemed as meeting North East CMA's requirements for Management Systems.
- 2.4.2 Contractors should provide copies of relevant certifications:
- ISO 9000-2000 Quality Assurance
 - AS/NZ 4801-2001 Occupational Health and Safety
 - ISO 14001 Environmental Management
 - Safety Map (Initial Level) Occupational Health and Safety
 - CCF Civil Construction Management Code
 - Equivalent Standards
- 2.4.3 The Contractor shall complete the OH & S questionnaire as part of the tender documentation (Schedule 8). Contractors are required to have in place a safety program and systems that demonstrate compliance with all relevant sections of the Occupational Health and Safety Act (2004). Contractors are to submit details of their Occupational Health and Safety Management System prior to commencement of works under the Contract.
- 2.4.4 The Contractor must supply all necessary Personal Protective Equipment (PPE).
- 2.4.5 All operational tasks shall be conducted in a manner that recognises the potential for public access to the works site.

2.5 Rise and Fall

- 2.5.1 The fees payable under the Contract shall be subject to rise and fall calculation on the 1st of December for each year of the contract. The rates shall be adjusted in accordance with the following formula:

$$R_1 = R_0 \times (P_1/P_0) \text{ where}$$

R_0 is the rates tendered on the Tender Schedules:

R_1 is the adjusted rate

P_0 is the value of the first published Consumer Price Index, Transport Group for Melbourne, Table 1 of the "Consumer Price Index" (Catalogue No. 6401.0) published by the Australian Bureau of Statistics for the quarter prior to the 1 October in the previous year.

P_1 is the value of the first published Consumer Price Index. Transport Group for Melbourne, Table 1 of the “Consumer Price Index” (Catalogue No. 6401.0) published by the Australian Bureau of Statistics for the quarter prior to the 1 October in the current year.

2.6 Contractor Performance and Termination

- 2.6.1** The Authority may terminate the Contract or direct the contractor to cease works and withdraw equipment by giving 24 hours notice to the Contractor. If insufficient notice or no notice is given, the Authority shall pay a sum equal to one day’s working hire.
- 2.6.2** If the Contractor fails to carry out the Contract when called upon to do so, or fails to proceed continuously with carrying out the Contract, or makes any other breach of the Contract, the Authority may without notice, and without prejudice to any rights of the Authority consequent on failure or breach, terminate the Contract.
- 2.6.3** Any damage done to any private or public assets including fences, gates, roads (private and public), buildings, bridges, grates and crossings or injury to stock by the Contractor shall be the responsibility of the contractor and shall be rectified immediately. The River Health Operations Manager may arrange for the repair of such damage or the treatment of injured stock if the Contractor does not carry out or make proper arrangements. The costs of any repairs or treatment so arranged shall be passed on to the Contractor.
- 2.6.4** Feedback on performance will be provided to the contractor on an annual basis in an effort to resolve performance issues and proactively manage performance expectations for both parties.

2.7 Hiring Hours

- 2.7.1** The plant is hired at the rates shown in the Schedules and according to the terms and conditions outlined in this contract. Hire periods will be from six hours duration, to a maximum period specified on the purchase order. Saturdays, Sundays and public holidays will be outside the hiring period, unless prior approval is given in writing by the Authority’s River Health Projects Manager for works to continue on these days.
- 2.7.2** If hire periods of less than six hours are required the Authority reserves the right to hire alternative suppliers, outside of this contract (excluding low loader and prime mover hire), although preference will still be given to the preferred supplier for a given item of plant for minor works.
- 2.7.3** Attachments for plant required for the works will be provided for the entire hire period that an item of plant is engaged. Standby Rates will not be paid for any downtime or delays unless by prior arrangement.
- 2.7.4** The Authority shall give Contractors a minimum of 24 hours notice of when the equipment is required for hire. The Authority can direct the contractor to cease works and withdraw equipment (refer clause 2.6).
- 2.7.5** The Contractor can withdraw equipment from a works site only after:

- (a) a minimum of 24 hours notice has been given to the Authority's River Health Projects Manager or other delegate nominated by the Authority, and;
- (b) the site has been inspected by an Authority representative to determine if works can be suspended, and;
- (c) the Authority's River Health Projects Manager or other delegate nominated by the Authority authorises the removal of the equipment.

2.7.6 Once works are completed, no further payments will be made to the contractor if the contractor chooses to leave the plant on site prior to travel to the next worksite, whether or not the next site is an Authority job. For dry hire operations the contractor will be advised when works are completed. Once this notification is given the Authority will not accept requests for payment for anytime beyond that day.

2.7.7 In the event of a preferred contractor being unable to supply a specific item of plant or attachment, for any reason, the Authority reserves the right to engage an alternative contractor for the purposes of undertaking works at a particular work site (as defined by the purchase order) where the specific item of plant is required. Once so engaged, the alternative contractor's plant item will continue working to the completion of the defined works, regardless of whether or not the preferred contractor's plant item becomes available during this period. Subsequent work sites will then revert back to the preferred contractor under the conditions of this contract.

2.8 Engaging secondary contractors

2.8.1 Should the Contractor be unable or unwilling to supply as directed by the River Health Operations Manager or delegated Project Officer within 2 weeks of the time required by the Authority, the Authority may engage the secondary placed tender under the contractor or other as required to carry out the works or such part of it as considered necessary to ensure that the total works are completed at a satisfactory rate.

2.9 Ordering and Payment

2.9.1 Plant will be ordered via a purchase order, which will detail the site location, plant required and the dates/hours to be worked. Variations above and beyond the amounts detailed on the purchase order will not be accepted for any reason, without prior written approval from the River Health Projects Manager. Within 24 hours of the approved variation a separate purchase order will be issued to cover additional volumes, or an amendment of the original purchase order will be issued.

2.9.2 The Authority will only pay for works that have been ordered and documented with a valid Purchase Order.

2.9.3 Tax Invoices must quote the purchase order number relevant to the work completed. Tax invoices should clearly state the supplier name and ABN number, the issue date and the recipient name and address in full. Tax invoices must also state the quantity, description of goods or services and the GST amount. Payment will be made either by cheque or electronic funds transfer.

2.10 Transport

2.10.1 The Authority shall bear the cost of transporting the Contracted plant from:

- the contractor's depot to the work site, and;
- from site to site, including the cost of travel for the low loader and prime mover only from the contractor's depot to the pick up site, for one way only.
- The Authority will not bear the cost of transport/float of equipment following the completion or termination of works.
- The Authority will not bear the cost of transportation of machinery to or from worksites where that machinery is rejected prior to the commencement of works due to non-conformance with the contract specifications.

2.10.2 The Authority will not pay for time or kilometres in relation to:

- (a) inspecting and scoping the works;
- (b) transportation from the works site to any job not related to this Contract.

2.11 Maintenance and Operation

2.11.1 The Contractor shall:

- a) Deliver the plant in good working order and in accordance with the Occupational Health and Safety requirements of the Contract and maintain it in that condition at the Contractor's expense.
- b) Comply with all reasonable directions from the Authority.
- c) Be liable for all damage or undue wear caused by or arising out of the Contractor's failure to adequately lubricate and maintain the hired Plant.
- d) 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.
- e) Ensure operators are experienced in waterway management works.
- f) The contractor will take all reasonable steps to ensure that machinery; vehicles etc are free of pathogens and weed seeds before entering or leaving work sites.
- g) Provide facilities for use of employees such as toilets, water, power, camping, shelter, and accommodation as appropriate
- h) Keep the site free of litter and rubbish and on completion of the works, it shall remove from the site and all areas utilised by the Contractor for the purposes of the works, all plant, buildings, rubbish, unused materials, surplus materials and other materials belonging to it or used under its direction, and leave the site and such other areas clean and tidy to the satisfaction of the Authority.
- i) Before commencing work or bringing any plant or equipment onto each work site, attend an on-site pre-commencement of work meeting

with the Authorities representative, unless otherwise arranged with the River Health Projects Manager.

- j) Before commencement of works have closely inspected the site, and have a full understanding of the work involved, and the planned method of achieving the works.
- k) Provide, operate and maintain adequate fire fighting equipment for the protection their plant and equipment and shall take all necessary measures to prevent fire during the execution of the Contract.
- l) Comply with the requirements of the Forest Act, Country Fire Authority Acts and Regulations, and any other relevant regulations, and shall ensure that all persons on the Site observe these requirements.
- m) at the time of submitting invoices for completed works submit the following records:
 - Reports on any accidents or “near misses”.
 - A report on length of fence built, number of end assemblies constructed, gates and other fittings and any other relevant information.
 - Any other reports relating to the execution of the specific duties of this contract as discussed with the River Health Projects Manager or delegated officer.

2.12 Recovery of Plant

- 2.12.1** In the event of an incident involving a contractors machine becoming bogged, overturned, suffering mechanical failure or otherwise requiring retrieval, where the item of plant was being operated by an employee of the contractor (i.e. non dry-hire operation), and the contractor shall be responsible for the full cost of recovery of the item of plant.
- 2.12.2** Where possible or appropriate the Authority will assist the contractor in the recovery of plant through utilising its own resources, or sourcing alternative resources. Should this occur the Authority will invoice the contractor for the hours spent on the recovery of the item of plant.
- 2.12.3** Contractors should note that the Authority has a legal requirement to immediately report to Work Cover all incidences of overturned plant (or similar accident), even if no injury has resulted from the incident. In the interests of continuous business improvement, if the incident warrants further investigation, the contractor may be invited to a de-briefing meeting at an Authority office location to discuss how similar incidents might be avoided in the future.

2.13 Regulatory Compliance

- 2.13.1** All plant and road transport vehicles used in connection with the Contract shall comply with the requirements of the Victoria Motor Car Act, Transport Regulation Act, and other Regulations.
- 2.13.2** Notwithstanding anything contained in the above Acts and regulations, the Contractor shall observe any load or speed restriction signs fixed on any roadway, bridge, culvert or driveway.

2.13.3 The Contractor shall hold all appropriate licences and authorities for the execution of the Contract. The Contractor, when requested by the Authority, must produce the necessary authorities or licences.

2.13.4 All road taxes, registration and licence payments of whatever type is required to be paid under the Contract shall be paid by the Contractor. The Contractor shall seek no additional payment whatsoever in this regard.

2.14 Indemnity

2.14.1 The contractor shall indemnify and keep indemnified the Authority against any liability loss claim or proceedings whatsoever in respect of personal injury to or death of any person and any injury or damage whatsoever to any property real or personal arising out of or in connection with the works during the period of this Contract provided that such personal injury to or death of any person and injury or damage to any property is due to negligence, omission or default of the Contractor, or servants or agents of the Contractor, and shall make good any loss of or damage to any property real or personal of the Authority arising as aforesaid. But the Contractor's liability to indemnify the Authority shall be reduced proportionally to the extent that the act or omission of the Authority, the Superintendent or the Authority's other contractors, employees, consultants or agents contributed to the loss, damage, death or injury.

2.15 Liability Insurance

2.15.1 Before the Contractor commences work under the Contract, the Contractor shall effect a public liability policy of insurance in the joint names of the Authority and the Contractor which covers the Authority, the Contractor, the Superintendent and all subcontractors employed from time to time in relation to the work under the contract for their respective rights and interests, and covers their liabilities to third parties. The policy shall also cover the Contractor's liability to the Authority and the Authority's liability to the Contractor for loss of or damage to property and the death of or injury to any person (other than liability insured under Clause 2.13). Insurance effected by the Contractor shall be with an insurer and in terms both approved in writing by the Authority, which approvals shall not be unreasonably withheld.

2.15.2 The public liability policy of insurance shall be for an amount in respect of any one occurrence not less than \$10,000,000 with a maximum excess, for any one event, of not more than \$10,000. The policy shall be maintained until the Final certificate is issued.

2.15.3 In this clause the phrase "any person" shall include the Contractor and any servant or agent of the Authority.

2.16 Insurance of Employees

2.16.1 Before commencing work the Contractor, if an employer who in any financial year employs a worker within the meaning of Section 5(1) of the Accident Compensation Act 1985, must obtain and keep in force a WorkCover insurance policy in accordance with Part 2, Section 7 of the Accident Compensation (WorkCover Insurance) Act 1993.

2.16.2 The Contractor shall ensure that every subcontractor is similarly insured.

2.17 Sub Contracts

2.17.1 The Contractor shall not without the consent in writing of the River Health Projects Manager sub-contract any part of the Works.

2.17.2 Any consent given by the River Health Projects Manager shall not relieve the Contractor from any of the Contractor's liabilities or obligations.

2.18 Qualifications / Certificates required

2.18.1 Dependent upon the activity/s being tendered for, the contractor is required to hold as a minimum, the following licenses, permits and registrations:

- a) Commercial Operators License to use chemical issued by the Department of Primary Industries
- b) All employees must have completed Farm Chemical User Training or equivalent
- c) If operational circumstances require the use of "restricted use" chemical as defined by the Department of Primary Industries employees must either hold, or be under the direct supervision of an employee who holds, a current Agricultural Chemical Users Permit (ACUP).
- d) Chainsaw (cross-cut and felling) accreditation.

2.19 Chemical Use and Application

2.19.1 The CMA will advise the contractor in writing whether there is a school, hospital, aged care service, and kindergarten or childcare centre, within 200m of the land to be sprayed, and provide location details.

2.19.2 At least 48 hours before spraying is to occur the contractor must provide the CMA with the details of the agricultural chemical product to be used and the proposed time, date and duration of the spraying.

2.19.3 At least 12 hours before the spraying is to occur the CMA must make every reasonable effort to inform the site manager/s of the school, hospital, aged care service, kindergarten or child care centre of the agricultural chemical product to be used, the location and the proposed time, date and duration of the spraying.

2.19.4 Records of chemical use are now required for all chemical use, not just for 'restricted use' chemicals. The following records must be made within 48 hours of using an agricultural chemical product:

- a) The product trade name
- b) The date the product was used
- c) The application rate of the product

- d) The crop/commodity that was treated, or the situation in which the product was applied
- e) The extent of use
- f) The location where the product was used
- g) The name and address of the applicator/supervisor
- h) The name and address of the person for whom the application was carried out
- i) The wind speed and direction at the time of application (excluding hand held devices/applicators)

These particular records must be added to the existing chemical record sheet, detailed in schedule 7. For further information on the revised regulations, including fact sheets available for downloading visit www.dpi.vic.gov.au/chemicalstandards

2.19.5 The Contractor **shall not** in the spraying of any chemical substance:

- a) Carry out that part of the work during weather conditions likely to cause spray vaporisation or spray drift
- b) Permit spray drift outside of the target site
- c) Damage soil, native fauna or flora
- d) Damage Crown land or private property or anything thereon as herein provided
- e) Drive any motor vehicle to, from or upon the site or on any private land otherwise than on existing roads or tracks without permission to do so by the owner (in the case of the private land) or licensee (in the case of licensed Crown frontage)

2.19.6 All chemicals and marker dyes to be used shall be non-residual and registered for use on waterways according to the manufacturer's specifications. The Contractor shall at all times carry out the works in accordance with manufacturer's specifications and in conditions that permit safe and effective chemical application. Off-label chemical usage is not to occur at any time, and will constitute a serious breach of contract. Information and directions given within Material Safety Data Sheets (MSDS) must be adhered to and be held with the chemicals at all times, and made available to the Authority's River Health Projects Manager or delegate upon request.

2.19.7 Daily Chemical Spray Records must be completed (refer to Schedule 6 for sample record keeping form). All daily record sheets are to be supplied with all invoices for each project once complete to the Authority unless otherwise arranged. Caution is to be used when spraying in the vicinity of all crops. The utmost care is to be taken to control spray application and drift.

2.20 Hazardous Substances

2.20.1 Hazardous Substances regulations for Victoria will apply to the handling and storage of all chemicals used as part of this Contract.

2.20.2 The Contractor must identify the hazards in relation to Hazardous substances and complete a risk assessment report (Schedule 6, Part B) that identifies the different risks and controls in place to eliminate or reduce the risk.

2.21 First Aid and Medical Facilities

- 2.21.1** The Contractor shall in all respects be fully responsible for first aid services to its staff and workers including transport of injured personnel to hospital or other appropriate accommodation as and when required.

2.22 Remote Area Works

- 2.22.1** On occasion works are required in remote areas with limited access and in difficult/dangerous terrain. For the purposes of this contract remote areas are defined as reaches or sub-catchments where access is via four wheel drive vehicle track only and that is not a built up, cultivated or similarly altered location. On occasion it may be necessary to access some sites on foot over considerable distances.
- 2.22.2** For the safety of employees the minimum number of people required for working in remote areas is two. To undertake the above works contractors must possess a high level of physical fitness and at times maybe required to navigate using a topographic map & hand held GPS unit.
- 2.22.3** Certain work locations in remote areas may result in the need for the preparation of specific communication plans to be dealt with on an as needs basis. The Contractor shall accept that the Authority may forward the communication plan onto a partner agency (s) when works are being undertaken by the Authority on behalf of a partner agency.

PRE TENDER MEETING

All prospective contractors intending to tender services for any or all areas of the North East Catchment Management Authority area are required to attend a compulsory pre-tender meeting to discuss questions and/or specific matters relating to the terms of the contract (see below for details) at one of the locations listed below. Contractors may attend the meeting that is most convenient to them.

It is not necessary for contractors to attend both of these meetings.

Minutes from the two meetings and answers to any questions taken on notice will be provided to all attendees.

Meeting 1

East Gippsland Shire Offices,
Omeo Business Centre,
179 Day Avenue, Omeo, Victoria

Tuesday 20th October 2009

Commencing at 2.30pm

Meeting 2

North East Catchment Management Authority Offices,
1B Footmark Court
Wodonga, Victoria

Wednesday 21st October 2009

Commencing at 2:30pm

**Attendance at one of these meetings is compulsory
for any prospective tenderers**

Section D

Formal Instrument of Agreement

FORMAL INSTRUMENT OF AGREEMENT

CONTRACT NO. **10 / WCS / 158**

CONTRACTOR

FOR **WEED CONTROL and REVEGETATION SITE PREPARATION SERVICES**

THIS AGREEMENT MADE THE _____ DAY OF _____ **2009**

BETWEEN 'THE CONTRACTOR' AND **NORTH EAST CATCHMENT MANAGEMENT AUTHORITY** 'THE PRINCIPAL'.

AMOUNT OF THE CONTRACT \$ **Schedule of Rates**

IT IS AGREED THAT THE FORMAL INSTRUMENT OF AGREEMENT TOGETHER WITH THE FOLLOWING DOCUMENTS:

- Section C: General Conditions of Contract**
- Annexure to the General Conditions of Contract**
- Special Conditions of Contract**
- E: Specification No. 10 / WCS / 158**
- F: Tender Schedules**

SHALL TOGETHER CONSTITUTE THE CONTRACT BETWEEN THE PARTIES.

SIGNED ON BEHALF OF THE
**NORTH EAST CATCHMENT
MANAGEMENT AUTHORITY**

EXECUTIVE OFFICER (Signature)

(Print name)

Date

SIGNED
BY THE CONTRACTOR

CONTRACTOR (Signature)

(Print name)

Date

Section E

| **Specification 10 / WCS / 158**

Specification for Weed Control and Revegetation Site Preparation Services

1. Extent of Work

The North East Catchment Management Authority is on occasion, required to hire contractors for undertaking the control and management of weeds along waterways (concentrating on willow control), and the preparation of revegetation areas throughout the north east catchment area. The North East Catchment is comprised of four sub-catchments: Ovens, King and Black Dog Creek; Upper Murray and Mitta Mitta, Omeo and Benambra district; and Wodonga, Kiewa and Indio (see attached map).

The work includes the supply of all labour, materials (including chemical), plant and equipment necessary to carry out the work at rates set out and to the true extent of the specification.

Contractors with the items of equipment or expertise for the activities listed herein may tender rates for one or more of the required items for one or all of the sub-catchment areas for the period of the contract.

The North East Catchment Management Authority will establish a contract with a preferred contractor for each Activity listed below. The contracts for these activities in each Catchment may be awarded to individual, or multiple contractors. Other tenderers will only be called upon to complete works when the contractor that has been engaged is not available.

References of previous weed control, revegetation preparation or planting of native trees and shrubs should be included with the tender if possible.

Note: This specification does not preclude municipal councils, State government departments and semi-government authorities.

1.2. Information

Prior to submitting a tender the Contractor will be deemed to have:

- examined all the information made available by the Authority for the purpose of tendering including the Specification, Schedules, Conditions of Tender, contract conditions and the like; and
- examined all information relevant to the risks, contingencies and other circumstances which could affect this tender, and which is obtainable by the making of reasonable inquiries; and
- informed themselves as far as practicable of the nature of the work, materials and transport necessary for the execution of the work under the Contract,
- satisfied themselves as to the correctness and sufficiency of their tender for the work under the Contract, and the price and rates stated therein cover the cost of performing all their obligations under the Contract.

Failure by the Contractor to do any or all of the things they are deemed to have done under this clause will not relieve them of their liability to perform all of their obligations under the Contract.

2. Nature of Work

2.1. Willow Control

The North East Catchment Management Authority is proposing to carry out willow control works in all of the sub-catchment areas. In some areas North East Catchment Management Authority staff will undertake the poisoning of willows.

The intention of the works is to poison willows along river reaches using either stem injection or foliage spraying. It is expected that the majority of the willow control works will involve stem injection with foliage spraying making up the remainder of the works.

The aims of the project are to control willows to ensure the flow capacity is maintained without threatening bank stability and to allow native vegetation to regenerate, reducing the dominance of willows along the rivers and improving stream health.

The Works shall include the poisoning of all willow species (all species and hybrids of the genus *Salix*) along the reaches of river directed by the Authority except those willows judged to be critical to maintaining bank stability, unless directed otherwise by the Authority. The willows to be poisoned include:

- all willows within the riparian vegetation along the river banks
- all willows within the river channel including willow shoots growing on gravel bars

In carrying out the Works the Contractor shall:

1. provide at least one crew of two full time people (8 hour working day)
2. provide all chemicals as required
3. provide all supervision required to assure the quality of the Work
4. provide all equipment and transport required to complete the Works
5. provide all food and lodgings required to complete the Works
6. appropriately dispose of used chemical containers
7. ensure a successful kill rate of at least 95% - return visits by the contractor, at the contractor's expense, will be required to achieve this rate

Willows shall be poisoned using an appropriate herbicide and marker dye (as per clause 2.19 in the "Special Conditions of Contract") according to the manufacturers specifications and in accordance with the instructions in Table 1.

Environmental Considerations:

- Willows are frequently growing in close association with grasses, indigenous water plants, native shrubs and trees. Care shall be taken not to disturb or damage such vegetation whilst carrying out the Works.
- During spray applications the Contractor shall minimise the impact of wind drift of chemicals into water and onto native vegetation.
- Any willow twigs, branches, etc. removed whilst carrying out the Works shall either be poisoned or removed from the riparian environment.

In March and September of each year of the contract the North East Catchment Management Authority will inspect sites to determine the success of the kill rate with the contractor. Sites for follow up poisoning will be negotiated and recorded by the North East CMA.

Note: At some sites contractors may be required to poison other weed species (e.g. poplar, box thorn, privet etc) as directed by the Project Officer overseeing the project area. Tendered rates for willow control works are to be all encompassing for any alternative species.

2.1.2. Public Relations

The North East Catchment Management Authority values the support of the local community for the implementation of its works programs. Willow control works can be a controversial issue in the North East and the Authority therefore requires that the Contractor take all reasonable steps to ensure that relations with landholders are not damaged during the implementation of the proposed works.

Table 1. Willow Poisoning Instructions

Method of Poisoning	Tree Size	Detailed Instructions
Foliar Application: High Volume (Knapsack or Handgun)	0-2.0 metres in height	Spray to wet all foliage at the rates specified in the manufacturers directions according to the height of the tree.
Stem Injection	0-25 cm basal diameter	Use an applicator calibrated to deliver chemical at the rate specified in the manufacturers specifications. Make 5 cm cuts at an oblique angle to penetrate the sapwood beneath the bark. Space cuts so that they intersect around the tree circumference below any branching, otherwise remove or treat all branches below cuts. On multiple trunk trees ensure each trunk is treated.
Stem Injection	>25 cm basal diameter	Use an applicator calibrated to deliver chemical at the rate specified in the manufacturers specifications. Make 5 cm cuts at an oblique angle to penetrate the sapwood beneath the bark. Space cuts so that they intersect around the tree circumference below any branching, otherwise remove or treat all branches below cuts. On multiple trunk trees ensure each trunk is treated.
Lop and Poison	All	Lop each stem and paint immediately (within 10 seconds) with undiluted chemical with a suitable applicator to give adequate coverage, depending on the size of the tree being treated. On very large lopping sites with many individual trees or stems it is acceptable to carry out all lopping activity first and then re-cutting stumps and treating as above.
Ring-bark and poison	>25 cm	Totally ringbark tree with chainsaw, ensuring the cut penetrates through the bark and into the sapwood of tree. Undiluted Chemical should then be injected immediately into cut (less than 10 seconds).
Alternative methods	All	Provided chemical application specifications are strictly adhered to, contractors may propose alternative methods of poisoning to those listed above, prior to works, however the Authority reserves the right to reject such proposals and insist upon one of the above methods of willow poisoning.

2.2. Revegetation Site Preparation

The North East Catchment Management Authority is proposing to carry out revegetation works in all sub-catchment areas. In some areas North East Catchment Management Authority staff will undertake the preparation of sites for revegetation.

The aims of the project are to re-establish native vegetation in riparian areas and to encourage the natural regeneration of native vegetation, reducing the dominance of non-indigenous vegetation along the rivers and improving stream health.

The intention of the works is to control grass and other weeds prior to, and where necessary, post tree planting in order to maximise survival rates. For some sites, this may involve spraying on two occasions during the autumn/winter/spring period, depending on seasonal conditions.

The works will include, but not necessarily be limited to the following:

- Spot spraying. Spots will be located randomly, with one “spot” to be sprayed for each seedling to be planted on an individual site.
- Island spraying. “Islands” may vary in size to accommodate varying numbers of plants.
- Strip Spraying. Strips will be sprayed in continuous lines running approximately parallel with the stream bank. This type of spraying will simulate standard Landcare tree establishment practices.
- Boom Spraying. Boom spraying will involve the complete spraying of a site. This type of spraying will generally only be used where there is a proliferation of perennial grass weeds such as phalaris.
- Follow-up spraying. On occasion it is necessary to provide post planting spraying around seedlings during their early establishment. This involves spraying around plants, often in conjunction with a device to guard the seedlings and brushcutting.

Revegetation spraying shall be undertaken using an appropriate herbicide and marker dye (as per clause 2.15 in the “Special Conditions of Contract”) to clearly identify the treated area.

The Authority will provide to the contractor all necessary maps, information and site inductions to facilitate accurate treatment of revegetation areas. This will include information on the numbers of seedlings to be established and the mode of spraying to be used.

Section F

Tender Schedules

TENDER SCHEDULE No. 1 – INFORMATION ON TENDERER
Weed Control and Revegetation Site Preparation Services
December 2009 to November 2012 (2013)

1. Name of Tenderer (Company Name):

2. Address of Tenderer:

3. Telephone No. (BH): _____ (AH): _____

Facsimile No: _____ Mobile No: _____

4. Australian Company Number (if applicable): _____

5. Is the Tenderer an individual, organization, partnership or limited liability company?

6. Full Names of directors / officers of Tenderer and their addresses:

7. Tenderer's depot location:

**TENDER SCHEDULE No. 2 – Weed Control and Revegetation Site Preparation Services
Upper Murray Mitta Sub catchment
December 2009 to November 2012 (2013)**

NOTE: ALL RATES TO BE PROVIDED EX GST

ITEM	DESCRIPTION	QTY	UNIT	RATE \$
1	4WD vehicle spray unit (with 2 people) excluding herbicide	Tank size	Hour	
2	4WD vehicle Quick Spray (with 2 people) excluding herbicide	Tank size	Hour	
3	4 or 6 WD motorbike with spray unit	Tank size	Hour	
4	Boom spray unit	Boom width	Hour	
5	1 person with knapsack (for remote access)	Tank size	Hour	
6	1 person cut and paint		Hour	
7	2 Person Willow poisoning (stem injection <i>minimum of two crews must be available</i>)		Day	
8	1 person general duties e.g. transporting, hand weeding, mulching, watering etc.		Hour	
9	1 Person chainsaw operation (falling/crosscut)		Hour	
10	1 Person brushcutter operation		Hour	
11	Herbicide (provide product name and active constituents).....		Litre	
12	Spray indicator dye		Litre	
13	4WD tractor with slasher attachment		Hour	
14	4WD vehicle general duties		Hour	
15*				
16*				
17*				

***Please list additional items of plant or expertise available relevant to the scope of works and their hourly or daily rate as applicable.**

Tenderer Name	
Address	

**TENDER SCHEDULE No. 3 – Weed Control and Revegetation Site Preparation Services
Wodonga Kiewa and Indigo Sub Catchments
December 2009 to November 2012 (2013)**

NOTE: ALL RATES TO BE PROVIDED EX GST

ITEM	DESCRIPTION	QTY	UNIT	RATE \$
1	4WD vehicle spray unit (with 2 people) excluding herbicide	Tank size	Hour	
2	4WD vehicle Quick Spray (with 2 people) excluding herbicide	Tank size	Hour	
3	4 or 6 WD motorbike with spray unit	Tank size	Hour	
4	Boom spray unit	Boom width	Hour	
5	1 person with knapsack (for remote access)	Tank size	Hour	
6	1 person cut and paint		Hour	
7	2 Person Willow poisoning (stem injection <i>minimum of two crews must be available</i>)		Day	
8	1 person general duties e.g. transporting, hand weeding, mulching, watering etc.		Hour	
9	1 Person chainsaw operation (falling/crosscut)		Hour	
10	1 Person brushcutter operation		Hour	
11	Herbicide (provide product name and active constituents).....		Litre	
12	Spray indicator dye		Litre	
13	4WD tractor with slasher attachment		Hour	
14	4WD vehicle general duties		Hour	
15*				
16*				
17*				

***Please list additional items of plant or expertise available relevant to the scope of works and their hourly or daily rate as applicable.**

Tenderer Name	
Address	

**TENDER SCHEDULE No. 4 – Weed Control and Revegetation Site Preparation Services
Ovens, King and Blackdog Sub Catchments
December 2009 to November 2012 (2013)**

NOTE: ALL RATES TO BE PROVIDED EX GST

ITEM	DESCRIPTION	QTY	UNIT	RATE \$
1	4WD vehicle spray unit (with 2 people) excluding herbicide	Tank size	Hour	
2	4WD vehicle Quick Spray (with 2 people) excluding herbicide	Tank size	Hour	
3	4 or 6 WD motorbike with spray unit	Tank size	Hour	
4	Boom spray unit	Boom width	Hour	
5	1 person with knapsack (for remote access)	Tank size	Hour	
6	1 person cut and paint		Hour	
7	2 Person Willow poisoning (stem injection <i>minimum of two crews must be available</i>)		Day	
8	1 person general duties e.g. transporting, hand weeding, mulching, watering etc.		Hour	
9	1 Person chainsaw operation (falling/crosscut)		Hour	
10	1 Person brushcutter operation		Hour	
11	Herbicide (provide product name and active constituents).....		Litre	
12	Spray indicator dye		Litre	
13	4WD tractor with slasher attachment		Hour	
14	4WD vehicle general duties		Hour	
15*				
16*				
17*				

***Please list additional items of plant or expertise available relevant to the scope of works and their hourly or daily rate as applicable.**

Tenderer Name	
Address	

**TENDER SCHEDULE No. 5 – Weed Control and Revegetation Site Preparation Services
Omeo and Benambra Sub Catchments**

December 2009 to November 2012 (2013)

NOTE: ALL RATES TO BE PROVIDED EX GST

ITEM	DESCRIPTION	QTY	UNIT	RATE \$
1	4WD vehicle spray unit (with 2 people) excluding herbicide	Tank size	Hour	
2	4WD vehicle Quick Spray (with 2 people) excluding herbicide	Tank size	Hour	
3	4 or 6 WD motorbike with spray unit	Tank size	Hour	
4	Boom spray unit	Boom width	Hour	
5	1 person with knapsack (for remote access)	Tank size	Hour	
6	1 person cut and paint		Hour	
7	2 Person Willow poisoning (stem injection <i>minimum of two crews must be available</i>)		Day	
8	1 person general duties e.g. transporting, hand weeding, mulching, watering etc.		Hour	
9	1 Person chainsaw operation (falling/crosscut)		Hour	
10	1 Person brushcutter operation		Hour	
11	Herbicide (provide product name and active constituents).....		Litre	
12	Spray indicator dye		Litre	
13	4WD tractor with slasher attachment		Hour	
14	4WD vehicle general duties		Hour	
15*				
16*				
17*				

***Please list additional items of plant or expertise available relevant to the scope of works and their hourly or daily rate as applicable.**

Tenderer Name	
Address	

**TENDER SCHEDULE No. 6 Part A – OH&S QUESTIONNAIRE
Weed Control and Revegetation Site Preparation Services**

December 2009 to November 2012 (2013)

1	OHS Policy and Management		
1.1	Is there a company OHS Policy, Management System manual or plan?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	<i>If yes please provide a copy of the policy and contents page (s).</i>		
	Comments		
2	Safe Work Practices and Procedures		
2.1	Has the company prepared safe operating procedures or specific safety instructions relevant to its operations?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	<i>If yes please provide a summary listing of procedures or instructions.</i>		
	Comments		
2.2	Does the company have any permit to work systems?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	eg. (Tag lock out, Excavation and shoring)		
	<i>If yes please provide a summary listing or permits:</i>		
2.3	Is there a documented incident investigation procedure?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
2.4	Are there procedures for maintaining, inspecting and assessing the hazards of plant operated/owned by the company?		
	<i>If yes, provide details</i>		
2.5	Are there procedures for storing and handling hazardous substances?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	<i>If yes, provide details</i>		

2.6	Are there procedures for identifying, assessing and controlling risks associated with manual handling?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	<i>If yes, provide details</i>		
3	OHS Performance		
3.1	Has the company or any of its employees ever been convicted of an occupational health and safety offence?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	<i>If yes, provide details</i>		
4	Environmental Management		
4.1	Have company employees successfully completed an accredited Environmental Management training course/package?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	<i>If yes, provide details</i>		
5	Civil Contractors Federation (CCF) Certification or equivalent Management System?		
5.1	Has the company achieved certification according to the CCF Civil Construction Management Code or equivalent management system?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	<i>If yes, provide details</i>		

Tenderers Name	
Signed	

TENDER SCHEDULE No: 6 Part B: HAZARDOUS SUBSTANCES ASSESSMENT

Weed Control and Revegetation Site Preparation Services

December 2009 to November 2012 (2013)

HAZARDOUS SUBSTANCES ASSESSMENT RECORD

COMMON NAMES:	
ACTIVE CONSTITUENT :	
JOB DESCRIPTION:	
HAZARDOUS INFORMATION:	
Location:	
Assessor/s...	
Date:	

	<i>Routes of Exposure</i>	<i>Controls in Place</i>	<i>If controls in place, is there a health risk</i>	<i>Action: Controls to be put in place.(eg:-Elimination)</i>
Transport				
Storage				
Mixing & Decanting				
Application				
Cleaning, Storage & Repair of Equipment				
Disposal				

Additional Notes:

TENDER SCHEDULE No. 6 Part C – INSURANCE AND REGULATORY COMPLIANCE INFORMATION
Weed Control and Revegetation Site Preparation Services

December 2009 to November 2012 (2013)

Insurance Policy	Company	Policy No.
WorkCover		
Public Liability		
Motor Vehicle		
Material Damage		

Other	Dept.	Licence No.
Drivers Licence		
Plant Operator		
Chemical etc		

Tenderers Name	
Signed	

**TENDER SCHEDULE No. 7 –Daily Chemical Spray Record Sheet
Weed Control and Revegetation Site Preparation Services**

CHEMICAL USE RECORD SHEET

I/C Area:		E:					
Management Unit:		N:					
Stream:		CFA Ref:					
Landholder:					AR No.:		
Chemical details							
Trade name							
Active Constituent							
Batch No.							
Quantity used:							
Dilution Rate:							
Volume of mix:							
Supplier:							
Application method	handgun	boom	stem inject	on stump	knapsack	aerial	
Location details							
Situation	Drain	Bank	Riparian zone	In stream	Gully line	Wetland	
	Urban	Quarry	Road /Track	Other:			
Target weed							
Weather Details							
Wind Speed (kph)		Wind Direction		Conditions		Temp ('c)	
0 - 2	Calm		Sunny, no cloud		<10		
2 - 4	Light Air		Sunny some cloud		10-20		
4 - 10	Breeze		Overcast		21-30		
10 - 15	Moderate		Showers		31-40		
> 15	Windy		Rain		41-50		
Applicator Details							
Name of applicator:							
Licence Number:							
Date of application:			Start Time:		Finish time:		
Spraying carried out for: North East Catchment Mangement Authority, PO Box 616 Wodonga							
Additional information							
Specific written precautions in addition to the label:							
Schedule 1 or APVMA permit (if issued):							
ID marks or registration number of spraying equipment:							
Comments (optional)							

“I certify that this is a true and accurate record of agricultural spraying”

Signed: _____ Date: _____

NOTE: This Daily Chemical Spray Record Sheet is a sample containing the minimum information required by the North East Catchment Management Authority and can be utilised by the successful Contractor(s). If an alternative sheet is to be used Contractors should provide such a sheet with the submitted tender.