

**EAST GIPPSLAND  
CATCHMENT  
MANAGEMENT  
AUTHORITY**



## **EXPRESSION OF INTEREST BRIEF**

# **PANEL FOR THE PROVISION OF CONTRACTOR GOODS AND SERVICES**

**EAST GIPPSLAND CATCHMENT MANAGEMENT  
AUTHORITY**

**CONTRACT EGCMA136**

**1 July 2017 TO 30 JUNE 2020**

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# **PART A**

## **1 INTRODUCTION**

The East Gippsland Catchment Management Authority (the Authority) is seeking expressions of interest (EOI) from suitably qualified contractors to provide goods and services to deliver Authority works. The works are to commence from the 1st July 2017 and extend until 30<sup>th</sup> June 2020.

This brief describes and outlines the goods and services required by the Authority.

## **2 BACKGROUND**

The East Gippsland Catchment Management Authority provides for the integrated management of land, biodiversity and water resources in the region. The Authority also has responsibility for the planning and delivery of river health works.

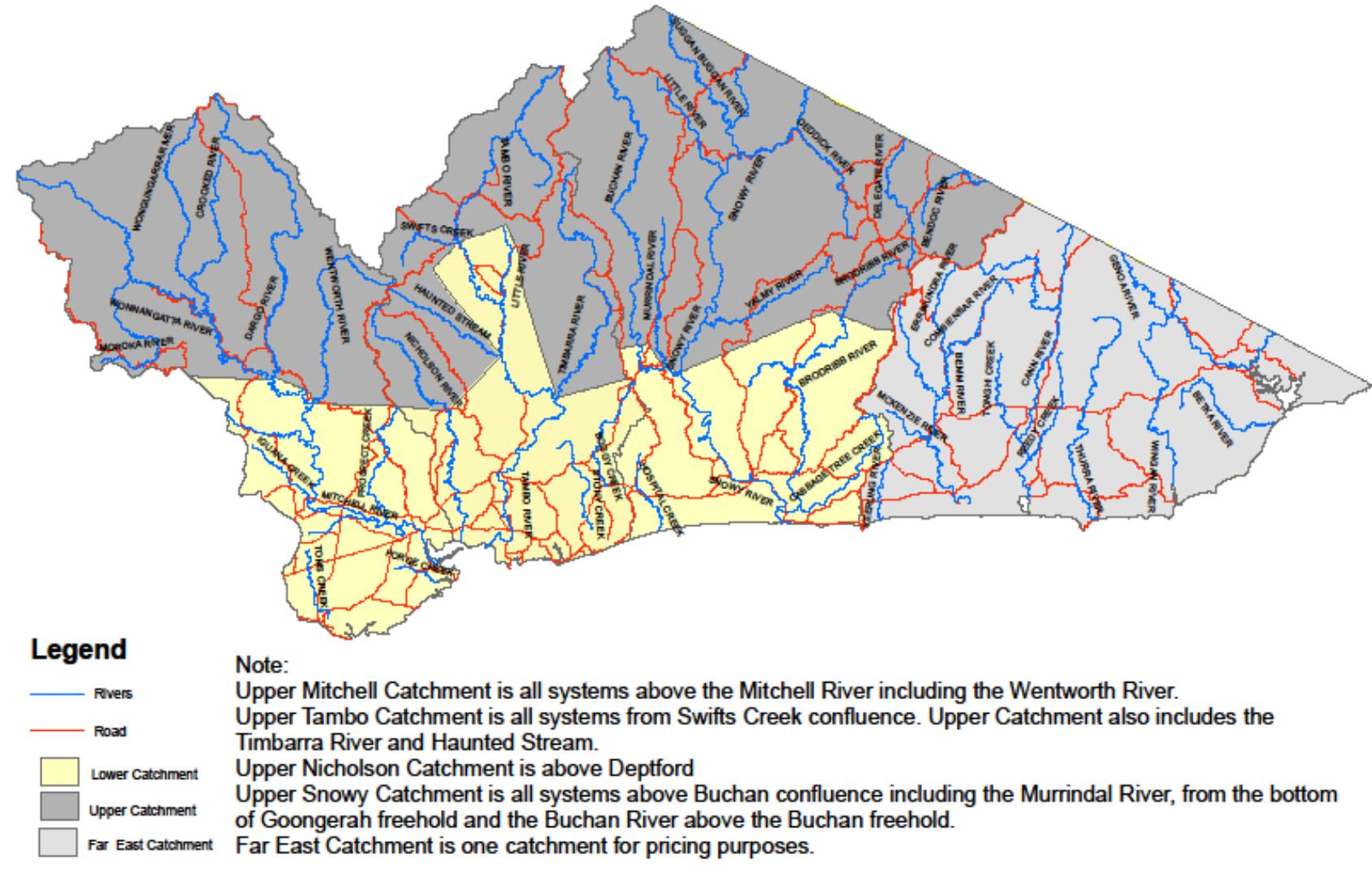
The East Gippsland Catchment Management region is comprised of 2.2 million hectares of land, lakes and coastal waters out to 5.5 kilometers, in the eastern most part of Victoria. The region covers about 10% of Victoria as shown in Figure 1.

The Authority is one of ten Catchment Management Authorities (CMAs) throughout Victoria established under the Catchment and Land Protection Act 1994 and the Water Act 1988. The CMAs report to the Minister for Water and the Minister for Energy, Environment and Climate Change.

## **3 SCOPE**

The Authority manages the region as four basins, the Mitchell, Nicholson/ Tambo, Snowy and Far East basins. For the purposes of this EOI, the Authority has also split the region into lower and upper areas to reflect costs and timing to contractors. Upper and lower catchment areas are defined in Figure 1.

FIGURE 1: MAP OF EAST GIPPSLAND CATCHMENT DISTRICT



## **4 GOODS AND SERVICES**

The Authority requires the following goods and services over the next three years:

- Willow and weed control (including remote work)
- Revegetation
- Machinery and equipment hire
- Fencing
- Supply of native plants
- Supply of rock
- GIS and survey services

### **4.1 WILLOW AND WEED CONTROL**

The general services required by the Authority to undertake willow and weed control include:

- Willow and weed control on waterways using best practice management (cut and paint, stem injection and foliar spray)- Please note that remote willow and weed control will require specialised equipment and crews
- Site preparation for revegetation sites

### **4.2 REVEGETATION**

The general services required by the Authority to undertake revegetation include:

- Planting of native plants and tube stock and the erection and installation of tree guards (if required)
- Revegetation site maintenance (spraying and weeding)

### **4.3 MACHINERY AND EQUIPMENT HIRE**

The general services required by the Authority to undertake machinery and equipment hire include:

- Excavators and operators in the 12 to 30 tonne range
- Attachments such as 4 in 1 buckets, log grabs, pile drivers, harvesters and long reach excavators
- Wheeled loaders
- Steel bodied trucks and trailers suitable for carrying rock up to 1m diameter
- Trucks and floats with capabilities of transporting plant and equipment up to 30 tonnes
- Barges suitable for carrying and unloading rock
- Boats in survey and suitable for carrying personnel and conducting inspections
- Fire fighting trailers for burning willow heaps
- Mowing and small machinery

### **4.4 FENCING**

The general services required by the Authority to undertake fencing include:

- Supply of materials and experience in rural fence construction and maintenance
- Sound knowledge and understanding of a variety of fencing techniques

### **4.5 SUPPLY OF NATIVE PLANTS**

The general services required by the Authority include:

- Supply of bulk orders of native plants and forestry tube stock
- Sourcing of seed to match specified species and provenance of our region
- Delivery options and costings

## 4.6 SUPPLY OF ROCK

The general services required by the Authority include:

- Supply of graded (D50 av.450) and quarry rock

## 4.7 GIS & SURVEY SERVICES

The general services required by the Authority include:

- Spatial data & technical support
- Technical onground survey & data analysis

## 5 CONDITIONS

The conditions around this EOI include:

- Acceptance on to the panel does not guarantee work from the Authority
- Price structures will be reviewed annually for the term of the panel
- The Authority reserves the right to go to tender during the period should circumstances lead to a lack of contractor capacity in any part of our program, for example, this could occur during a major flood event.
- The Authority reserves the right to go to tender during the period should circumstances lead to a lack of skill in any part of our contractor base. This could occur, for example, in a change to the program not foreseen.

## 6 ENVIRONMENTAL SUSTAINABILITY & PROTECTION

The Authority is committed to reducing its environmental footprint. The Authority has supporting procedures and an Environmental Resource Smart Sustainability Strategy. These documents assist the Authority in reducing it's environmental footprint.

Contractors engaged by the Authority must:

- work closely with Authority Works Coordinators to understand the Environment Protection and Biodiversity Conservation Act 1999
- work closely with Authority Works Coordinators to understand the Aboriginal Heritage Act 2006 & 2016 amendments
- demonstrate knowledge and processes for the management of weed hygiene practices.

Additionally contractors engaged by the Authority could assist by:

- using well maintained plant & equipment to maximise fuel efficiency and reduce greenhouse emissions
- recycling batteries, tyres, etc at designated sites
- using appropriate storage and disposal of chemical containers
- maintaining best practice pollution and waste control procedures.

## 7 WORK HEALTH AND SAFETY (WHS)

The Authority is committed to providing, so far as is reasonably practicable, a work environment that is safe and without risks to health for all employees, contractors and others who enter our work areas. This commitment extends to all contractors for all projects.

This will be achieved through:

- careful selection of contractors and liaison with them to ensure that hazards are identified, assessed, controlled and monitored
- conducting site & performance audits, and
- investigating all incidents and prompt implementation of corrective actions.

Contractors are required to have in place a WHS system which demonstrates compliance with the Victorian Occupational Health and Safety Act 2004 and current regulations.

Additionally contractors and approved subcontractors will be required to abide by Authority's WHS Standards relating to the task they have been engaged to complete. The Authority aims to ensure that all of its employees and contractors have the necessary knowledge and skills to undertake their work in a safe and healthy manner.

Prior to engagement, contractors are required to demonstrate to the Authority that they have an appropriate WHS management system and can verify its implementation in practice. Contractors will be required to comply with contract specific WHS requirements outlined in their letter of engagement. Any compliance costs associated with the Authority's expectations should be built into the tendered price, minimising pressures for under-compliance at the delivery stage.

The basis of the Authority's WHS expectations is that the contracted party will have a competent formalised WHS Management System overlaid with information from the Authority's WHS Contractor Standards developed for the range of tasks that are typically undertaken on the Authority's behalf. A copy of the relevant WHS Standard/s must be obtained from the Authority prior to submitting an EOI application. The Authority has WHS Standards for the following tasks:

- STD001 Manual Weeding
- STD002 Chemical Weed Control
- STD003 Operating Machinery
- STD004 Planting
- STD005 Working Outdoors
- STD006 Fencing

To obtain a copy of relevant Authority WHS Standard/s please contact Joanne Jones on 03 5150 3585 or email [jjones@egcma.com.au](mailto:jjones@egcma.com.au).

The Authority's WHS Risk Register records prior experience of known hazards; and identifies a range of controls that the Authority expects contractors to meet or exceed. This information is provided to contractors in the form of the WHS Standards. The objective is to assist contractors in identifying hazards that may arise in conducting the works, and advising contractors of the Authority's minimum expectations to be met when carrying out those works.

Submitted EOI documentation must clearly demonstrate the following elements in regard to WHS:

### 1. Compliance with health and safety legislative requirements

As a minimum requirement, tenderers must comply with all applicable legislation relating to work health and safety. The Victorian Occupational Health and Safety Act 2004 is the principal legislation. There are, however, other Acts, Regulations, Codes of Practice and Australian Standards that impose specific WHS requirements that may be relevant to the contract works.

## **2. Demonstrate evidence of an effective operational WHS management system**

The applicants WHS management system must demonstrate compliance with the employer duties section of the Victorian Occupational Health and Safety Act 2004 including those relating to the public. In general terms these duties mandate that the employer and its employees are able to carry out their work in safe workplaces, using proper and safe plant and substances, using systems of work that are safe and providing adequate instruction, training and supervision.

## **3. Complete EOI WHS Management System Questionnaire**

Applicants are required to complete a questionnaire that evaluates the status of their WHS management system. Applicants are required to demonstrate how the relevant system elements operate within their organisation and that they can support their claims with documentary evidence.

## **4. Undertake a Risk Assessment**

Applicants must commit to preparation of a Risk Assessment prior to commencing any Authority project they are engaged to complete. The Risk Assessment requires the contractor to identify the hazards associated with the project, assess the risks and develop appropriate control measures using the Hierarchy of Control. The applicant must commit to take into account the controls defined in the Authority's WHS Standards for the task being undertaken. The risk assessment should be undertaken in the form of a Safe Work Method Statement (SWMS), regardless of whether the preparation of a SWMS is or is not a legal requirement (i.e. for defined High Risk Construction Work).

## **5. Develop Health and Safety Coordination Plan [for major contracts only]**

When deemed to be a major contract, applicants must commit to prepare and submit a Health and Safety Coordination Plan (H&SCP) prior to commencing the contract. The H&SCP outlines the structure and means by which health and safety will be managed by the Contractor for the term of the contract. The H&SCP will consider the specific WHS issues relevant to the contract works and will document the systems and methods implemented to effectively manage WHS risks. (H&SCP are a legal requirement for all contracts costing \$350,000 or more).

## **6. WHS Performance Reporting**

Applicants must commit to providing the Authority when requested with reports on WHS performance relating to the project works or services. Any notices/orders/prosecutions by WorkSafe against the company in the previous 5 years must be provided to the Authority as part of the EOI submission.

## **7. WHS Incident Notification**

Applicants must commit to notify the Authority of any incident (including near miss), injury, property or environmental damage associated with the provision of contract works or services within a maximum of 24 hours of an incident occurring.

## **8. Non-Compliance**

The Authority has the right to suspend or terminate the contract works if in its opinion; the contractor fails to remedy breaches of WHS within a reasonable timeframe during delivery of the contract.

## **9. Capability**

Applicants must be able to demonstrate the capability of meeting all WHS responsibilities listed in section 9 of this document

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### **7.1 PRE-QUALIFIED APPLICANTS (MACHINERY AND EQUIPMENT HIRE ONLY)**

Applicants may be pre-qualified if the company's health and safety management system is registered with an accredited 3<sup>rd</sup> party organisation or government agency eg: DELWP, Vic Roads. Evidence of this prequalification must be provided with the EOI submission.

## **7.2 INSURANCE AND LICENCES**

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Contractors with employees must have a current WorkCover worker's compensation policy and all contractors must have public liability insurance. Any insurances, licences or qualifications that are due to expire either before commencement, or during the course of a contract, are to be renewed to ensure that currency is maintained.

The Tenderer shall note that on acceptance to the Authority's panel, copies of insurance and licences relevant to the tender must be provided when requested.

Further to and in consideration of the above, the Contractor shall:

- a) Maintain a public liability policy of insurance for an amount of not less than \$10 million
- b) Ensure that the public liability policy of insurance includes as a name insured the Crown in the Right of the State of Victoria, its servants and agents, the East Gippsland Catchment Management Authority, its servants and agents and independent contractors employed by the Crown and/or the Department.
- c) Ensure that the public liability policy of insurance includes a cross-liability clause and waiver of subrogation for the name insured at (b) above.

## **7.3 WHS PROJECT MANAGEMENT**

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Most projects will be for a single service provision; a safe work method statement (SWMS) will be required to be completed for each project. This must be approved by the Authority prior to the commencement of work. The contractor will be required to work with the Authority to complete a Contract Health and Safety Coordination Plan for deemed major contracts or large scale high risk construction projects where mandated under the Occupational Health & Safety Regulations.

The contractor is required to ensure that all employees are inducted into their own safety management system. A specific project induction prior to the commencement of works will be conducted by the contractor in conjunction with an Authority Works Coordinator.

The Authority will conduct random WHS audits. Any non-conformances observed by the Authority during the WHS audit process must be rectified by the contractor within specified timeframes. Significant or repeated non-conformances will be recorded and considered in the future appointment of projects. Significant non-conformances will result in immediate stand down.

All incidents (including near misses) must be reported to the Authority's Works Coordinator within a maximum of 24 hours of an incident occurring. If a workplace incident has caused serious injury or death or it is a notifiable incident in accordance with the Victorian OH&S Act 2004, WorkSafe Victoria must be contacted in accordance with the legislation. A copy of the written notification provided to the regulator must also be provided to the Authority within 24 hours of notifying WorkSafe. An investigation report must be completed and provided to the Authority within 48 hours unless otherwise agreed.

## **7.4 FIRST AID**

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The contractor is to have appropriate first aid resources for the duration of the projects works and a nominated qualified First Aid Officer is to be recorded on the SWMS. Two current Level 2 First Aid Certificate holders must be present on the project site at any time.

## **7.5 COMMUNICATION**

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As part of the Authority's project management procedure, daily communication with the Authority's Works Coordinator is a requirement when a contractor is on a project site. Remote work will require a demonstrated ability and technology to maintain daily contact through an Iridium Two-Way text device.

## **7.6 PLANT AND EQUIPMENT**

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All plant and equipment is to be fit for the purpose for which it is intended and all operators are to have appropriate licences, competencies and skills to operate it. All items of plant must be inspected daily before first use and will be maintained in good condition. Documented evidence of such inspections must be provided when requested. Any plant found to be not in a safe condition will be removed from site and replaced at the contractor's expense.

## **7.7 PERSONAL PROTECTIVE EQUIPMENT**

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All employees are to be issued with appropriate personal protective equipment in accordance with the relevant Australian Standards and the Authority's WHS Standards where applicable. PPE found to be not in a safe condition will be removed from site and replaced at the contractor's expense.

## **7.8 PUBLIC SAFETY**

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Public safety is to be a paramount consideration at all times. All machinery is to be left in a safe condition so as to not present a hazard to the public. No trenches or openings are to be left unattended. All works are to be appropriately barricaded and adequate measures undertaken to prevent unauthorised access to the work site.

## **7.9 STAND DOWN IN EMERGENCIES**

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In accordance with the Authority's policy, we reserve the right to suspend work and possibly evacuate staff on any project until further notice. In the event of this occurring, the Authority will endeavour to redeploy contractors to a different work location. If this is not possible they will be compensated for the completion of that day to a maximum of 8 hours per employee at the labour rate only.

## **7.10 EMERGENCY RESPONSE MANAGEMENT**

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The contractor must have an appropriate and established Emergency Response Plan to manage emergencies (proactively and reactive). A project and site specific Emergency Response Plan is required before the commencement of each project. Plans must include detail of the work methods and control systems proposed to manage the work and address identified risks. Documentation demonstrating compliance to systems will be required. If an assured 24/7 means of contact with the Authority cannot be maintained during the life of a project, then an EPIRB/PLB must be carried by each work team.

In all catchments, crews may be working remote from vehicle support for short periods. Crew clothing, equipment, and camping equipment should be lightweight, compact, and food should be non-perishable and lightweight. PPE and clothing provided for all crew should be suitable for working in all weather conditions likely to be encountered in the works reach during the contract period. Wet weather gear should be waterproof, and warm clothing should be suitable for sub-zero temperatures and retain its insulating properties when wet.

## 8 SERVICE REQUIREMENTS

Relevant sections of the detailed service requirements need to be addressed for each of the goods and services you are providing. Some common service requirements apply to all projects undertaken and as such should be costed into the EOI.

### SPATIAL DATA

Spatial information is required for all projects including:

- GPS coordinates for all willow and weeds treated
- Daily start and finish GPS coordinates
- Photographs with GPS coordinates of sample representation of works.

### INVOICING & DAILY DOCKETS

Contractors are required to submit invoice(s) at fortnightly intervals. All invoices are to be fully GST compliant. The Authority will not pay any other charges outside the quoted hourly rates.

Invoices are to include:

- Date of service
- Clearly identify hours and hourly rate and location where work had been carried out
- EGCMA project number
- Full name, address and contact details of provider
- Invoices shall include daily dockets which show the item of plant, the hours worked and location of work. The daily dockets are to be signed by the operator and the Authority's Works Coordinator at agreed intervals.
- Invoices should be sent via post or email to [accounts@egcma.com.au](mailto:accounts@egcma.com.au) with the Project Coordinator sent a carbon copy (CC).

## 8.1 WILLOW AND WEED CONTROL

### 8.1.1 CHARGE RATES

An hourly rate is required for the offer of services for weed and willow control. The hourly charge rate for one person includes all travel, food, camping, rest and meal breaks, accommodation and equipment required to deliver the project.

The charge rate must be an hourly rate that includes:

- remote communication equipment (Spot device, Sat phone or EPIRB/PLB- for remote work only)
- GPS units
- first aid
- camping
- 4WD
- quick spray units
- rafts, canoes or boat
- axe or hand tools
- report writing and
- be inclusive of hours worked only (daily dockets must reflect this)

Work will be paid once onsite of the project, travel to and from the site will not be paid by the Authority.

**Example:** 1 crew physically working from 8am to 5pm with ½ hour for lunch equates to 8.5 hours worked = 8.5 hours x hourly rate (inclusive of **all** costs).

### 8.1.2 REMOTE WORK

The Authority also requires contractors to undertake remote work-primarily for willow control. Remote work will be charged at the same rate submitted by the contractor for the upper catchment areas. Remote work requires additional equipment and skills. Contractors planning to undertake remote work will require the following:

- Demonstrated ability and technology to maintain daily contact through an Iridium Two-Way text device
- An EPIRB or personal locator beacon(PLB)
- Live independently with limited access for an extended period
- Camping and travelling with limited opportunities for additional supplies
- Equipped four wheel drives to transport employees and equipment
- Be prepared to be airlifted for inaccessible sites (if required)

### **8.1.3 REPORT WRITING**

Report writing must be included in the hourly rate. This will include gathering spatial information with GPS equipment and record sheets with the expectation that there will be a final report produced that may take 2-3 hours to complete at the end of each project. Final tax invoices will not be approved for payment until the project report is received by the Authority.

### **8.1.4 CHEMICAL SUPPLY**

Supply of chemicals will be reimbursed by the Authority on supply of evidence of purchase and following reconciliation of daily chemical use records for each project. Costs for reimbursement must be included in the final invoice for the project.

### **8.1.5 WARRANTY RETREATMENT**

Contractors will be required to treat or re-treat the target species (at the contractors own expense) in the event of less than a 90% kill rate. The selection of technique, in each case shall be undertaken by the contractor, in consultation with the Authority's Works Coordinator.

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## **8.2 REVEGETATION**

### **8.2.1 CHARGE RATE**

A per plant cost is required as the offer of services for revegetation. The cost we are requesting is a per unit price to

- plant forestry tube stock in riparian areas

An hourly rate is required to:

- transport plants from selected nursery and to project
- for watering plant stockpiles

A daily rate will be required:

- for the of watering plants in revegetation sites. Table 6 will reflect this.

Contractors may like to consider the following when developing a per unit price:

- Steep and slippery banks
- Planting forestry tube sized plants
- Vehicle to access sites (preferably 4WD)
- Communications (phones)
- Planting equipment
- GPS units

### **8.2.2 REPORT WRITING**

Report writing must be included in the per plant rate. This will include gathering spatial information with GPS equipment and record sheets with the expectation that there will be a brief report provided to the Authority. Final tax invoices will not be approved for payment until the report is received by the Authority.

## **8.3 MACHINERY AND EQUIPMENT HIRE**

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### **8.3.1 OCCURRENCE**

Hire of privately owned machinery and equipment for Authority projects may only occur on an intermittent basis, or as directed by the Authority.

### **8.3.2 GENERAL HIRING CONDITIONS**

- The machinery and equipment is hired at the rate shown in the schedule
- All portions of a day worked will be paid in proportion to the agreed hiring rate to the nearest half hour
- The hiring period is approximate only and subject to variation
- Hire of machinery and equipment (excluding trucks) shall commence at the time of delivery to the Authority works site on the date specified by the Authority's Works Coordinator
- 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.
- The 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 Authority considers to be safe and satisfactory for progress to be suspended.
- If the 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 Authority may, without notice, and without prejudice to any rights of the Authority, act on failure or breach and terminate the agreement.

The Contractor unless otherwise stated, shall:

- Deliver the plant in good working order and maintain it in that condition at his/her expense.
- All plant and road transport vehicles must comply with the requirements of the Victoria Motor Car Act, Transport Regulation Act and Regulations.
- Comply with all reasonable directions of the Authority's Works Coordinator
- Be liable for all damage or undue wear caused by or arising out of his failure to adequately lubricate and maintain the hired plant.
- 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.
- At the contractor's expense insure the machinery and equipment 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.

Payment for hire will be made during the normal payment of the Authority's accounts, usually on a monthly basis. Contractors are required to submit claims and dockets reflecting daily work at fortnightly intervals.

### **8.3.3 WORKING RATE**

The Authority normally works eight hours per day and five days a week.

Payment will therefore be generally based on an hourly rate for up to eight hours per day and for up to five days a week. Contractors wishing to work outside these hours must obtain approval from the Authority's Works Coordinator. Fractions of hours worked will be paid in proportion to the hourly hire rates to the nearest half hour.

Time worked in excess of the hours specified above for each normal working day and all time worked during other days or on public holidays will be paid for at the hourly rate as specified. The Authority will meet an increase in fuel cost only once the pump price exceeds 20% from July 1st each year of the EOI and only for the period the price stays above the 20% threshold.

### **8.3.4 WET WORK**

Wet work rates will be paid at the discretion of the Authority's Water Program Manager for tracked vehicles only when they are operating in the bed of the river, with the tracks in the water (to a depth of half the tracks),

or into and out of the water with reasonable regularity such that the tracks are constantly wet. The wet work rate is an additional \$10 per hour.

Wet work rate will not be paid for work in the bed of the river when the tracks are largely dry or the bed is 250mm or more above water level.

### **8.3.5 WET WEATHER**

Generally, payment for the hire of machinery and equipment will only be made under the rates above. However, in circumstance where plant is rendered idle due to wet weather in the course of a day's work, payment will be made at the labour rate for three hours for the operator and offsider if they arrive at the work site and it has been closed down.

Where an Authority Works Coordinator gives prior notice (the night before) of no work due to wet weather no payment will be made.

### **8.3.6 FLOATING CHARGES**

The Authority shall bear the cost of transporting the contracted plant from:

- the contractor's nominated depot to the work site, based on an agreed time lapsed assessment at planning stage
- from site to site, including the cost of travel for the low loader and prime mover from the contractor's nominated depot to the pickup site and for the return trip
- 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 EOI specifications.

### **8.3.7 CARTAGE**

Trucks delivering project materials will be charged from the nominated depot to the work site and return at the hourly rate based on an agreed time lapsed assessment at project induction stage.

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## **8.4 FENCING**

### **8.4.1 CHARGE RATE**

An hourly rate is required as the offer of services for fencing. The hourly rate needs to include the rate for a two person team and include travel and equipment required to deliver the project. The hourly charge rate for one person includes all travel, food, camping, meal times, accommodation and equipment required to deliver the project. The charge rate must be one hourly rate that includes:

- Delivery of materials, debris clean-up, tractor and post driver
- remote communication equipment (Spot device, Sat phone or EPIRB)
- GPS units
- first aid
- camping
- 4WD
- axe or hand tools and
- be inclusive of hours worked only (daily docket must reflect this)

Contractors may like to consider the following when developing a per unit price:

- Vehicle to access sites (preferably 4WD)
- Communications (devices)
- GPS units

## 8.5 SUPPLY OF NATIVE PLANTS

### 8.5.1 CHARGE RATE

The rate is for the supply of native plants at an averaged per plant rate at the nursery door inclusive of local provenance seed/cutting collection. Seed collection is at the expense of the grower. Plants are sourced as forestry tube stock with preference to locally sourced indigenous riparian species and provenance.

In addition to the supply of plants, the Authority is requiring the transportation of plants as a per unit cost (please separate from per plant rate – provide separately taking into consideration upper and lower sections of the region).

Contractors may like to consider the following when developing a per unit price:

- Local provenance
- Species selection
- Cuttings / seeds
- Return of trays system
- Identification tags for all trays
- Capacity to transport
- Available species selection

## 8.6 SUPPLY OF ROCK

### 8.6.1 CHARGE RATE

The rate is for the supply of rock for a per tonne rate at the quarry gate. Nominate quarry locations, types of product and availability. The most common rock required for Authority works is D50 with an average of 450mm; however, other sizes are required from time to time. Rock must be provided and loaded onto trucks quickly in order to keep trucks and projects working continuously.

## 9 CONTRACTOR RESPONSIBILITIES

The Contractor shall be responsible for the following:

- Completing a SWMS, incorporating the mandatory requirements of the Authority's WHS Standard/s for the relevant task and where mandated the relevant sections of the WH&S Co-ordination Plan. When first commencing work on a new project, all listed project staff are to be confirmed. Once confirmed, the Contractor or their site Coordinator and any employees are to discuss and complete the remaining sections of the SWMS. The SWMS relative to on-ground projects must be aligned to the preliminary site risk assessment. All project workers must sign the SWMS confirming they have the necessary skills and competency to complete the tasks and that they understand all the content and procedures as documented.
- The contractor is required to ensure that all staff, including preapproved Sub-Contractors, are inducted based on the SWMS and/or WH&S Co-ordination Plan (if applicable). The induction is to be recorded on the SWMS and a copy is to be retained by the contractor and one copy handed to the Authority's Works Coordinator.
- In accordance with Part 5 Construction OH &S Regulations 2007 all contractors and employees will have completed the relevant industry induction e.g. (Construction Industry Induction card).
- Complying with all the Contractor's occupational health and safety policies, procedures and systems to ensure the control of potential injuries, illness, damage to plant, equipment and the environment.
- Meet with the requirements of all-relevant Acts, Regulations, Compliance Codes and Codes of Practice, Australian and industry & Authority WHS Standards, and ensure that employees observe them at all times.
- Ensure that all levels of supervisors are competent, qualified and have received adequate and appropriate training to administer that task/job.

- Implement proper systems of reporting, recording, investigation of all injuries and damage with a view to preventing re-occurrences.
- Ensure that employees have the necessary skills, qualifications and capacity to carry out the various tasks required of them.
- Adhere to any other health and safety requests made by the Authority in their endeavours to prevent accidents or incidents occurring in the workplace.
  
- Payment of all wages, overtime, camping allowances and travelling expenses of the operator and of any other personnel necessary for the efficient delivery of the project.
  
- Obtaining all approvals, permits and licences including Traffic Management Plans and Memorandum of Consent (Vic Roads) and payment of all taxes, duties, charges and fees applicable from time to time in connection with work under the contract.
- Notification to the Authority Works Coordinator immediately of any change of operator.
- Provision of plant which has all safety equipment and guards in accordance with manufacturers' specifications and all relevant Australian Standards and other regulations, including ROPS and FOPS protection systems where appropriate.
- Expense of all fuel, oil, grease and spare parts and anything necessary for the continuous and satisfactory operation of the plant.
- Supply and carry oil / chemical spill kits suitable for oil spills in waterways and land based spills.
- Management of the plant and equipment so that it will be ready to commence operation at the time when other works start on the job and to operate plant maintenance and training systems.
- Provision for replacement of damaged equipment including plant and vehicles.
- Work the plant continuously as required during the period of hire.
- Fitting and keeping operational, lights and turn indicators on all automotive plant equipped with pneumatic tyres in accordance with the Transport Act and Regulations.
- Ensuring that when unattended the plant is in a safe condition and not to be or liable to become a safety hazard
- Provide all signage that is appropriate for the works being undertaken. Signs must meet Australian Standards. It will be the contractor's responsibility to put up and take down the signs daily
- Provide and ensure an adequate tested fire extinguisher is on any project site.

## 10. TERMS OF REFERENCE

Applicants should address the following Terms of Reference:

### 10.1 WORK HEALTH & SAFETY, ENVIRONMENTAL MANAGEMENT SYSTEM & CULTURAL AWARENESS

- Complete WHS questionnaire on Pages 4-6 in Part B
- Complete EMS questionnaire on Page 7 in Part B
- Complete Aboriginal Cultural Awareness questionnaire on Page 8 in Part B

### 10.2 OPERATOR EXPERIENCE / PERFORMANCE & TECHNICAL SKILLS

- Indication of previous works done by operators. i.e. have they done this type of work previously and how long have they been operating the machine.

### 10.3 TRACK RECORD

- Brief list of previous clients and works undertaken

### 10.4 PLANT & EQUIPMENT

- Is the plant and equipment reliable and what type of field backup is available
- Do you have your own mechanic or outsource repairs?
- Does it look neat and clean?

### 10.5 MANAGEMENT / ACCOUNTING

- Who will be responsible for overseeing works
- Invoices are paid monthly. Can your business accommodate this?

### 10.6 PERFORMANCE & AVAILABILITY

- Ability to do the job within a specified time frame ie: back up machines, extra crew, longer hours
- Indication of notice required for commencement of works. ie two days, one week, one month.

### 10.7 PRICING SCHEDULE

Opportunity will be provided for successful contractors to submit new prices for each subsequent financial year.

## 11 SUBMISSION OF EXPRESSION OF INTEREST (EOI)

The Authority reserves the right to appoint one or more contractors to our panel. Pre-qualification does not necessarily mean automatic appointment to the panel.

**Please Note:**

- Terms of Reference to be brief, in dot point only and must not exceed 120 words.
- No further attachments are to be provided
- Only list employees likely to be used on EGMA projects, others can be added later if required
- Rates listed on table provided to be exclusive of GST
- All Sub-contractors MUST be approved by the Authority prior to engagement.

EOI submissions MUST be received by the Authority by **5pm on Friday 2<sup>nd</sup> June 2017**.

Submissions may be lodged by any of the following methods:

- mailed to the address provided below
- hand delivered into the Authority's tender box at 574 Main Street, Bairnsdale.
- emailed to [tenders@egcma.com.au](mailto:tenders@egcma.com.au)

**Late tenders will not be accepted.**

Please submit **PART B** only including the following pages:

- Company Details
- References
- Tenderer WHS Management System questionnaire
- Tenderer EMS & Cultural Heritage questionnaire
- Relevant Pricing Schedule (Only list single items of plant with the same rate i.e. 20t Excavator \$....)
- Terms of Reference answer sheet

All submission must be marked:

**Tender –Contract EGMA136  
East Gippsland Catchment Management Authority  
PO Box 1012  
Bairnsdale 3875 Victoria**

For further information please contact Ken Judd- Manager Water Programs at East Gippsland Catchment Management Authority on: Phone: 03 5150 3569 Mobile: 0428 149 649 Email: [kjudd@egcma.com.au](mailto:kjudd@egcma.com.au)