



Goulburn-Murray Rural Water Corporation

Plant Hire Deed and Prequalified Supplier Register

CGM293061

Date: July 2016

Final 14th July 2016

INSTRUCTIONS FOR LODGING YOUR APPLICATION TO BECOME A PREQUALIFIED SUPPLIER

Application Checklist

Use this checklist to ensure you have completed all documentation to submit your application. Please ensure you have completed the following:

- Schedule 1: Prequalified Supplier's Details
- Schedule 2: Insurance Information
- Schedule 3: Prequalified Supplier's Services
- Schedule 4: OHS Management System Questionnaire
- Schedule 5: Financial Declaration and Information
- Execute the Deed

Applications can be submitted by the following option:

- Completing on line forms at <http://www.g-mwater.com.au/gmwpurchasingtenders>
- Scanned documents to be emailed to: plant.register@gmwater.com.au
- Hard copy documents can be mailed to:

Central Procurement Unit
Goulburn Murray Water
40 Casey Street
Tatura 3616

The subject header should be marked: CGM293061: Application for the Plant Hire Prequalified Supplier Register, along with the requesting supplier's business name.

All enquiries should be directed in writing to plant.register@gmwater.com.au or phone 1800 013 357.

Table of Contents

1	BACKGROUND: THE GOULBURN-MURRAY RURAL WATER CORPORATION PLANT HIRE SERVICES PREQUALIFIED SUPPLIER REGISTER	5
1.1	PREQUALIFIED SUPPLIER REGISTER.....	5
1.2	ABOUT GMW.....	5
1.3	SCOPE OF SERVICES.....	5
1.4	PANEL OPERATIONAL INTENT.....	6
1.5	BECOMING A PREQUALIFIED SUPPLIER OF THE REGISTER.....	7
1.6	LODGEMENT APPLICATIONS TO THE PREQUALIFIED REGISTER	7
1.7	REQUIREMENTS FOR MEMBERSHIP.....	7
1.8	PURCHASING PROCESS.....	8
2	DEFINITIONS AND INTERPRETATION	9
2.1	DEFINITIONS	9
2.2	INTERPRETATION.....	10
3	GENERAL CONDITIONS OF THE PREQUALIFIED SUPPLIER REGISTER	11
3.1	CONDITIONS OF SUBMISSION.....	11
3.2	REGISTER MAINTENANCE	11
3.3	REMOVAL OFF THE REGISTER	11
3.4	PURCHASING PROCESS.....	11
3.5	SUBMITTING OFFERS.....	12
3.6	OFFER ACCEPTANCE.....	12
3.7	SITE CONDITIONS AND SPECIAL CONDITIONS	12
3.8	NON-CONFORMING OFFERS	12
3.9	VICTORIAN GOVERNMENT CODE OF PRACTICE.....	12
3.10	PURCHASING POLICIES.....	13
3.11	SELECTION CRITERIA	13
3.12	SITE INSPECTION	13
3.13	OFFERING COSTS	13
3.14	OFFER CONFIDENTIALITY.....	13
3.15	OFFER ASSESSMENT BY CONSULTANT	13
4	CONDITIONS OF HIRE AGREEMENT P31 – 1995	14
4.1	FORMATION OF CONTRACT	14
4.2	NON-EXCLUSIVITY	14
4.3	DURATION OF THIS DEED.....	14
4.4	ASSIGNMENT	14
4.5	SUBCONTRACTING	14
4.6	COMPLIANCE WITH STATUTORY AND OH&S PROVISIONS.....	15
4.7	PUBLIC LIABILITY INSURANCE POLICY	16
4.8	FOR WORKS WITH AN ESTIMATED CONTRACT VALUE LESS THAN \$50,000	16
4.9	PUBLIC LIABILITY INSURANCE – TRANSPORT VEHICLES	17
4.10	UNREGISTERED VEHICLE PERMIT.....	18
4.11	INSURANCE OF EMPLOYEES.....	18
4.12	SUPERVISION.....	19
4.13	TELEPHONE SERVICE OR HELPDESK	19
4.14	SUPPLY AND MAINTENANCE OF PLANT HIRE TYPES.....	19
4.15	PLANT STAND DOWN (WET AND DRY HIRE)	20
4.16	CERTIFICATES AND PAYMENTS.....	20
4.17	PAYMENT OF WORKERS AND SUBCONTRACTORS	21
4.18	TERMINATION BY THE CORPORATION.....	21

4.19	INDEMNITY.....	22
5	WET HIRE.....	23
5.1	WET HIRE OVERVIEW.....	23
5.2	LOCATION OF WORKS.....	23
5.3	CAMPS.....	23
5.4	MATERIALS TO BE HANDLED.....	24
5.5	PREQUALIFIED SUPPLIERS CONSTRUCTION FACILITIES AND WORKS AREAS.....	24
5.6	ENVIRONMENTAL PROTECTION OF THE SITE.....	24
5.7	WATER SUPPLY.....	25
5.8	ELECTRIC POWER FOR CONSTRUCTION PURPOSES.....	25
5.9	RADIO.....	25
5.10	USE OF PORTABLE AUDIO AND ELECTRONIC DEVICES.....	25
5.11	USE OF MOBILE PHONES.....	25
5.12	KEY OPERATORS.....	26
5.13	HOURS OF OPERATION.....	26
5.14	STANDBY.....	26
5.15	SUSPENSION OR CANCELLATION OF THE SERVICE.....	27
5.16	PLANT LOG.....	27
5.17	CHARGES.....	28
5.18	PLANT STAND DOWN DUE TO FAULTY EQUIPMENT.....	30
5.19	CONDITION OF PLANT WHEN MOBILISED AND USED ON SITE.....	30
5.20	CONDITION OF PLANT WHEN DEMOBILISED OFF SITE.....	30
5.21	DAMAGE LIABILITY.....	31
6	DRY HIRE.....	32
6.1	DRY HIRE OVERVIEW.....	32
6.2	LOCATION OF WORKS.....	32
6.3	MATERIALS TO BE HANDLED.....	32
6.4	ELECTRIC POWER FOR CONSTRUCTION PURPOSES.....	32
6.5	RADIO CONTROL.....	32
6.6	HIRE RATES.....	32
6.7	PLANT MOBILISATION AND DEMOBILISATION.....	33
6.8	PLANT LOG.....	33
6.9	CONDITION OF PLANT WHEN MOBILISED AND USE ON SITE.....	34
6.10	PLANT STAND DOWN.....	34
6.11	CONDITION OF PLANT WHEN DEMOBILISED OFF-SITE.....	35
6.12	DAMAGE LIABILITY.....	35
7	PLANT EQUIPMENT SPECIFICATIONS.....	36
7.1	HYDRAULIC EXCAVATORS.....	36
7.2	WATER TANKERS/ CARTS (DRY HIRE).....	36
7.3	TRUCKS – RIGID TIPPER AND ARTICULATED DUMP TRUCKS.....	37
7.4	PADFOOT DRUM VIBRATING ROLLERS.....	37
7.5	MOBILE CRANES.....	38
7.6	FRONT END LOADER.....	39
7.7	ROAD GRADER.....	39
8	ANNEXURE A: PURCHASE ORDER PROFORMA ERROR! BOOKMARK NOT DEFINED.	
9	ANNEXURE B: LIST OF PLANT SERVICES.....	47
10	ANNEXURE C: RECORD OF OH&S SITE HAZARDS.....	49
11	ANNEXURE D: GOULBURN MURRAY IRRIGATION DISTRICTS (GMID)...	50

12	ANNEXURE E: HEALTH, SAFETY AND WELL-BEING POLICY STATEMENT	51
13	ANNEXURE F: ENVIRONMENTAL POLICY STATEMENT.....	52
14	ANNEXURE G: VICTORIAN INDUSTRY PARTICIPATION POLICY	53
14.1	OVERVIEW.....	53
14.2	CONTESTABLE ITEMS	53
14.3	STATEMENT OF INTENT.....	53
14.4	REPORTING ON VIPP OUTCOMES	54
14.5	FURTHER INFORMATION AND ASSISTANCE	54
14.6	STATEMENT OF INTENT.....	55
15	ANNEXURE H: SAFETY AGREEMENT	56
16	SCHEDULE 1: PREQUALIFIED SUPPLIER DETAILS.....	57
17	SCHEDULE 2: INSURANCE INFORMATION.....	58
18	SCHEDULE 3: PREQUALIFIED SUPPLIER SERVICES.....	59
19	SCHEDULE 4: OHS MANAGEMENT SYSTEM QUESTIONNAIRE	61
19.1	PREQUALIFIED SUPPLIER'S OHS MANAGEMENT SYSTEM QUESTIONNAIRE	61
19.2	PART A – CERTIFICATION UNDER A LISTED SCHEME	61
19.3	PART B – NON CERTIFICATION UNDER A LISTED SCHEME	62
19.4	PART C – COMPANY CONTRACT REFERENCES	65
19.5	PART D – OH&S CERTIFICATION	66
20	SCHEDULE 5: FINANCIAL DECLARATION AND INFORMATION	67
20.1	FINANCIAL DECLARATION.....	67
20.2	FINANCIAL INFORMATION	68

1 BACKGROUND: THE GOULBURN-MURRAY RURAL WATER CORPORATION PLANT HIRE SERVICES PREQUALIFIED SUPPLIER REGISTER

1.1 Prequalified Supplier Register

Goulburn-Murray Rural Water Corporation (GMW) invites suppliers of Plant Hire Services (Services), to prequalify and become a Prequalified Supplier of the GMW Plant Hire Register (The Register). Once prequalified, suppliers are eligible to receive Invitations to Supply (ITS) that will be released by GMW for various Services within the scope of the Register.

1.2 About GMW

GMW is a statutory Corporation established under the provisions of the Victorian *Water Act 1989*. GMW manages water related services in a region of 68,000 square kilometres, bordered by the Great Dividing Range in the south and the River Murray in the north and stretching from Corryong in the east down river to Nyah. GMW has some 35,000 customers in northern Victoria.

GMW is also responsible for delivering the Connections Project, which is funded by the Victorian and Commonwealth governments. This is the most significant upgrade to GMW's irrigation infrastructure in its history and is the largest irrigation modernisation project in Australia.

1.3 Scope of Services

GMW seeks Wet and Dry Hire of the following Plant categories of equipment:

Services Categories	
Excavator	Front End Loader
Tip Truck	Articulated Dump Truck
Tip Truck & Tipper Trailer	Water Tanker
Prime Mover and Float	Dozer
Lifting Equipment (mobile cranes/Forklifts)	Bobcat
Motor Graders	Combined Plant
Compactor	

A detailed list of Services and related accessories is provided in Annexure B.

1.4 Panel Operational Intent

GMW's capital and operating program requires both short-term ad-hoc hire and longer-term hire.

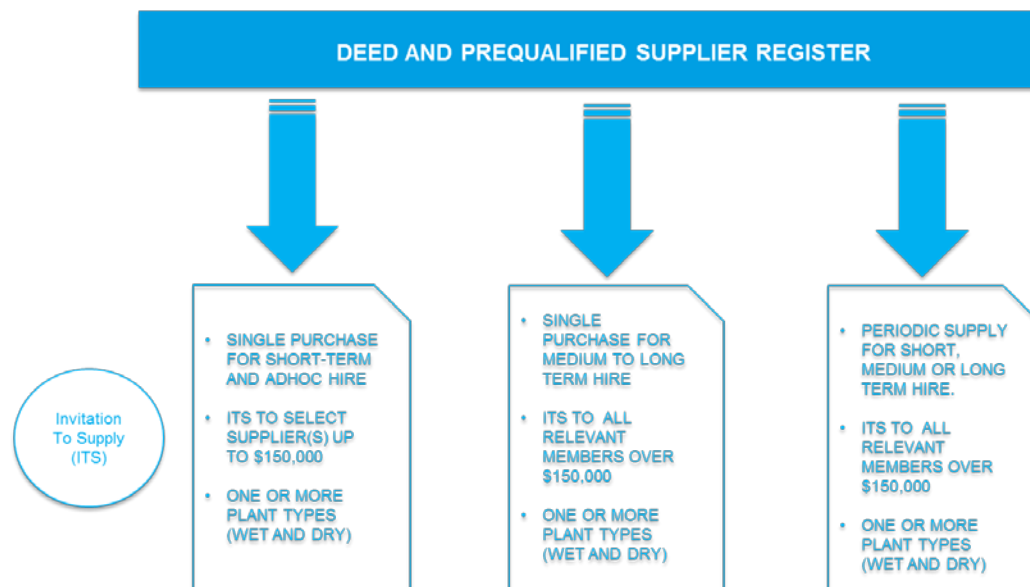
Short-term hire may be from one half-day hire up to 14 days continuous hire. Longer term hire is often required to support single or multiple projects over a specified period, in particular, during the annual winter works period between May and August.

For suppliers, GMW appreciates that commitment to consistent asset utilisation and forecasting is critical to providing GMW with guaranteed access, effective operators and the best price possible.

The Register has been established to cater for the above interests by allowing GMW to obtain Services by one of the following procedures:

- **Single purchase short term hire:** Engage Services through a select (generally 3 quotes) ITS (to selected Prequalified Suppliers who provide the relevant service) up to the value of \$150,000 (inc GST);
- **Single purchase medium to long term hire:** Engage Services through an ITS where all Prequalified Suppliers on the Register (who provide the relevant Service) are invited to make an Offer for works estimated to be in excess of \$150,000 (Inc. GST);
- **Program or package of works for periodic supply:** Set up periodic supply arrangements (through an IT'S) for discrete or various Plant items over a given period or on a project basis where demand cannot be easily forecast.

The illustration below describes the contract and operating intent of the Register.



1.5 Becoming a Prequalified Supplier of the Register

This Deed contains the terms and conditions under which the Prequalified Supplier agrees to supply Services to GMW. To supply under these terms, suppliers must be prequalified via an application process and if approved, a supplier will become a Prequalified Supplier and placed on the Register.

To apply, suppliers should complete Schedules 1 - 5 of this Deed and submit this to GMW for a compliance-based assessment. If approved, the Supplier will become a Prequalified Supplier and will be entered on the Register and be eligible to receive Invitations to Supply from GMW.

Being a Prequalified Supplier does not guarantee that you will receive a Contract to supply or receive an Invitation to Supply (ITS).

An organisation may apply to become a Prequalified Supplier at any time.

1.6 Lodgement Applications to the Prequalified Register

Suppliers may electronically submit an application to become a Prequalified Supplier. GMW will endeavour to process applications within 10 business days.

The application should be submitted electronically to plant.register@gmwater.com.au with the reference header: "**CGM293061: Application for entry onto the Plant Hire Prequalified Supplier Register**".

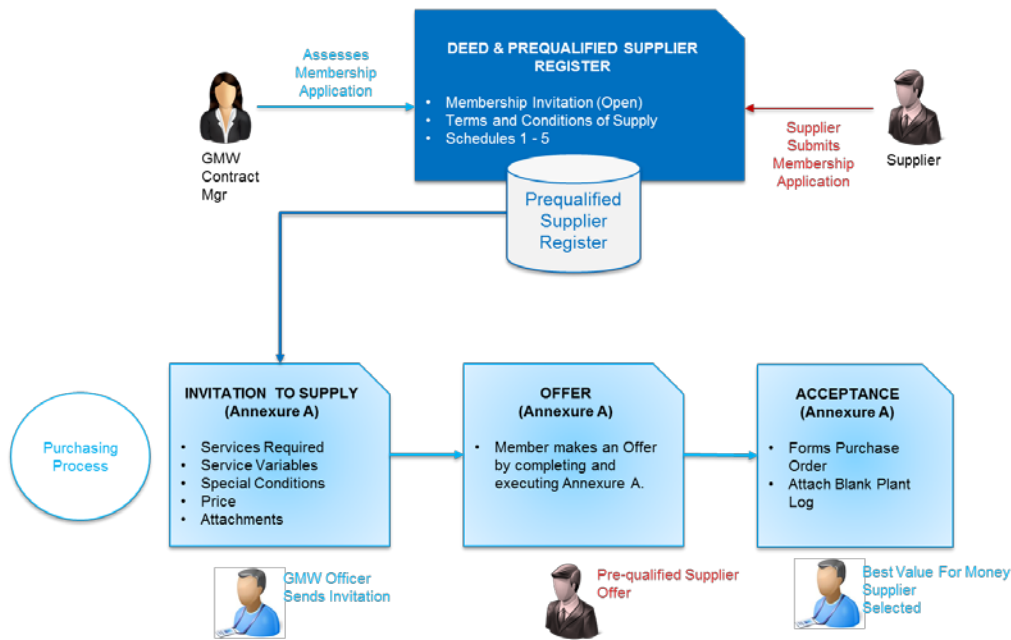
1.7 Requirements for Membership

An organisation wishing to become a Prequalified Supplier is required to:

- Apply to become a Prequalified Supplier by completing the attached Schedules 1 - 5;
- Agree to supply under the terms and conditions of this Deed;
- Provide valid certificates of insurance and provide updated certificates as policies expire and renew;
- Have and maintain a satisfactory OHS system as demonstrated by completing Schedule 3 of this Deed;
- Agree to provide financial information or undergo financial checks if required.

Value for Money (which includes price) is not evaluated at this stage; rather, Value for Money will be tested in a competitive purchasing process established by this Deed.

The illustration over the page describes the Prequalified Supplier application process and, the purchasing process to be undertaken.



1.8 Purchasing Process

Single Purchase

GMW staff may issue an ITS to a select number of Prequalified Suppliers or to all Prequalified Suppliers on the Register that supply the Services required using the pro-forma in Annexure A of this Agreement.

An Offer must be provided (using the pro-forma contained in Annexure A) by the Prequalified Supplier within the required timeframe or the Prequalified Supplier must immediately advise the GMW officer that the Service is not available.

If the Offer is accepted by GMW then GMW will issue a Purchase Order to the Prequalified Supplier and the Prequalified Supplier and GMW will be bound by the terms and conditions of this Deed.

Periodic Supply

GMW staff may issue an ITS to all Prequalified Suppliers of the Register that supply the relevant Service Category. The pro-forma in Annexure A may be used or a different form determined by GMW based on the nature of supply.

A Prequalified Supplier has a choice as to whether it will make an Offer.

If the Offer is accepted by GMW then GMW will issue a Purchase Order to the Prequalified Supplier and the Prequalified Supplier and GMW will be bound by the terms and conditions of this Deed.

2 Definitions and Interpretation

2.1 Definitions

In this Deed, and in any Contract, unless inconsistent with the context or the subject matter:

Charges means the amount payable by the Corporation to the Prequalified Supplier calculated in accordance with the terms of the Contract and this Deed.

Corporation means Goulburn-Murray Rural Water Corporation.

Contract means an agreement, subject to the terms and conditions contained in this Deed, between the Corporation and a Prequalified Supplier upon the Corporation accepting an Offer from the Prequalified Supplier and issuing to the Prequalified Supplier an executed Purchase Order.

Contract Representative means the Corporation's officer responsible for this Deed.

Deed means this Agreement and includes all annexures and schedules attached to this agreement.

Direction includes agreement, approval, authorisation, certification, decision, demand, termination, explanation, instruction, notice, order, permission, rejection, request or requirement.

Dry Hire means the hire of Plant supplied without a Plant Operator.

Field Supervisor means the Corporation's officer or externally appointed person supervising the operation and supply of Services on site.

Invitation To Supply means an invitation made by the Corporation to one or more Prequalified Suppliers to supply Services.

Offer means a quotation or proposal for the supply of Services made by the Prequalified Supplier to the Corporation in accordance with the terms of this Deed.

Plant means the items of plant specified in this Deed.

Plant Operator means the person operating an item of Plant pursuant to a Wet Hire Contract.

Prequalified Supplier means a supplier of Services that has met GMW's requirements to be included on the Register.

Purchase Order means an order from the Corporation accepting the Offer.

Register means record of the Suppliers who have been approved by the Corporation to be Prequalified Suppliers.

Services means either Dry Hire or Wet Hire, as specified in the Contract.

Site means the location or locations at which the Services are required.

Wet Hire means the hire of Plant supplied with a Plant Operator.

Works means the works of the Corporation.

2.2 Interpretation

In this Deed, and in any Contract, unless inconsistent with the context or the subject matter:

- 2.2.1 "person" and words importing persons includes bodies corporate;
- 2.2.2 where a party comprises two or more persons an agreement or obligation to be performed or observed by that party binds those persons jointly and each of them severally, and a reference to that party will be deemed to include a reference to any one or more of those persons;
- 2.2.3 words importing the singular include the plural and vice versa and words importing the masculine include the feminine and neuter and vice versa;
- 2.2.4 a reference to any Act of Parliament or section or schedule of an Act will be read as if the words "or any statutory modification or re-enactment thereof or substitution therefore were added to the reference;
- 2.2.5 where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- 2.2.6 "writing" includes typewriting, printing, lithography, photography and other modes of representing or reproducing words in a visible form and "written" has a corresponding meaning;
- 2.2.7 any marginal notes or headings are included for convenience and do not affect the interpretation of this Agreement.

3 General Conditions of the Prequalified Supplier Register

3.1 Conditions of submission

By signing this Deed and by submitting the Annexures and Schedules to this Deed via email to plant.register@gmwater.com.au, the Prequalified Supplier is deemed to have accepted the terms and conditions of this Deed.

3.2 Register Maintenance

The Corporation will maintain a Prequalified Supplier Register that lists each Prequalified Supplier and the information the Corporation requires to be able to issue an Invitation to Supply.

A Prequalified Supplier is required to ensure that the Corporation has the correct information by electronically submitting any updates to the Register Controller at the following email address: plant.register@gmwater.com.au. This includes updates to Services that a Prequalified Supplier wishes to make available to the Corporation.

The Corporation is not liable for any loss or potential financial loss incurred by the Prequalified Supplier due to inaccurate Register information.

The Register Controller means the person at the Corporation who is responsible for controlling the Prequalified Supplier Register.

3.3 Removal off the Register

A Prequalified Supplier may at any time advise the Register Controller, in writing, to remove its name from the Register.

The Corporation may remove a Prequalified Supplier from the Register where the Prequalified Supplier:

- a) is in breach of the terms of this Deed;
- b) is in breach of the Contract and a termination is made in accordance with section 4, 5 and 6 Conditions of Hire;
- c) is insolvent or bankrupt; or
- d) where the Prequalified Supplier or their representative are in breach of Occupational Health and Safety requirements.

3.4 Purchasing Process

The parties will follow the following purchasing processes:

3.4.1 Single Purchases under this Agreement:

- a) The Corporation will issue an Invitation To Supply to a Prequalified Supplier or to selected Prequalified Suppliers on the Register using the purchasing pro-forma contained in Annexure A;
- b) The Prequalified Supplier must either:
 - i. make an Offer, by using the pro-forma purchase order contained in Annexure A, within the required timeframe as set out in the Invitation to Supply; or

- ii. immediately advise the Field Supervisor in writing who issued the Invitation To Supply or the Contract Representative that the Prequalified Supplier is unable or does not wish to supply the Services.
- c) The Corporation will evaluate the Offer using the selection criteria stated in the Invitation To Supply;
- d) The Corporation may accept the Offer and form a Purchase Order under this Deed by executing Annexure A; and
- e) The Corporation will send the accepted Offer to the successful Prequalified Supplier and notify unsuccessful Prequalified Suppliers.

3.4.2 Periodic Supply Purchases (multiple purchases under a single Contract)

The process outlined in clause 3.4.1 will apply with the following changes:

- a) The Corporation will issue an Invitation To Supply to all Prequalified Suppliers who have nominated to supply the Services required; and
- b) The Prequalified Supplier is not obliged to provide an Offer.

3.5 Submitting Offers

All Offer documents provided to the Corporation by the Prequalified Supplier in response to the Invitation To Supply will form part of the terms of this Deed. An authorised officer of the Prequalified Supplier must sign the Offer, failing which the Corporation will not consider the Offer.

3.6 Offer Acceptance

The Corporation is not bound to accept the lowest Offer or any Offer.

3.7 Site Conditions and Special Conditions

Prequalified Suppliers must make all necessary inquiries with regards to all conditions relating to the Offer as stated in the Invitation to Supply (Annexure A), prior to submitting the Offer. If a Prequalified Supplier has any doubt as to the meaning of any terms of the Invitation To Supply, the Prequalified Supplier must ask the Corporation for clarification, which clarification will be valid only if issued by the Corporation in writing. Any clarification given to the Prequalified Supplier pursuant to this clause may also be issued to all other prospective Prequalified Suppliers.

3.8 Non-Conforming Offers

The Corporation may, at its sole discretion, determine that any Offers that fail to include all the information required by this Deed and the Invitation To Supply may be deemed to be nonconforming and may not be considered for acceptance by the Corporation.

3.9 Victorian Government Code of Practice

All Prequalified Suppliers must comply with the *Building Code 2013 (Cth)* (the Code). An Offer from the Prequalified Supplier will be evidence of the Prequalified Supplier's acceptance to comply with the Code when providing the Services.

Failure to comply with the Code may be taken into account by the Corporation when considering an Offer or any subsequent Offer and may result in an Offer or any subsequent Offer being passed over.

3.10 Purchasing Policies

The Corporation will give consideration to the following Victorian Government purchasing policies that apply in respect of an Offer received by the Corporation from any Prequalified Suppliers:

- 3.10.1 The commercial advantages and economic benefit, which are implicit in purchasing goods and services as per the Victorian Industry Participation Policy outlined in Annexure G.
- 3.10.2 The best possible value for money as per the evaluation criteria set out in the Invitation to Supply.
- 3.10.3 Whether the Prequalified Supplier is compliant under the *Workplace Gender Equality Act 2012* (Cth).

3.11 Selection Criteria

The principal selection criteria upon which Offers will be assessed, and the weighting to be given to each criterion, are as indicated in the Invitation to Supply (Annexure A).

3.12 Site Inspection

Where a site inspection is required it will be stated in the Invitation to Supply (Annexure A).

3.13 Offering Costs

The Prequalified Supplier acknowledges that the Corporation is not liable for any costs incurred by the Prequalified Supplier, or incurred on its behalf, prior to the Corporation accepting the Offer.

3.14 Offer Confidentiality

Except as otherwise required by law, the Corporation will treat all information received as part of the Offer submission as confidential except that, after the acceptance of the Offer, the Corporation may advise all interested parties of the name of the Prequalified Supplier.

3.15 Offer Assessment by Consultant

The Corporation may engage consultants to assist it with assessing the Offers. All such consultants will be required to enter into a confidentiality agreement with the Corporation. The Confidentiality agreement will require that all information provided by the Corporation, whether produced by the Corporation or any other person, or produced by the Consultant in accordance with their terms of engagement, is confidential and will not be disclosed by the Consultant to any person without the express written permission of the Corporation, unless otherwise required by law.

4 Conditions of Hire Agreement

4.1 Formation of Contract

The Prequalified Supplier and the Corporation agree to enter into a Contract for the supply of Services and the Corporation agrees to pay the Prequalified Supplier the Charges on the terms and conditions contained in this Deed upon the acceptance of an Offer by the Corporation from the Prequalified Supplier and the Corporation issuing an executed Purchase Order to the Prequalified Supplier.

The terms of the Contract are contained in:

- a) this Deed, including the completed Schedules to this Deed
- b) the completed and executed Annexure A, containing the Corporation's Invitation to Supply and the Prequalified Supplier's Offer.

The Schedules to this Deed are:

- a) Schedule 1 – Prequalified Supplier's Details;
- b) Schedule 2 – Prequalified Supplier Insurance Information;
- c) Schedule 3 – Prequalified Supplier Services;
- d) Schedule 4 – Prequalified Supplier OH&S Questionnaire; and
- e) Schedule 5 – Prequalified Supplier Financial Declaration and Information.

4.2 Non-exclusivity

This Deed, and any Contract formed pursuant to this Deed, are not exclusive. The Corporation may enter into Contracts with any number of Prequalified Suppliers.

4.3 Duration of this Deed

This Deed has no expiry date and will continue until terminated in accordance with clause 4.18.

The duration of any Contract formed under this Deed will be determined by the particulars contained in the Contract.

4.4 Assignment

The Prequalified Supplier will not, without the prior written approval of the Corporation, assign the Contract or any payment made by the Corporation under the Contract except on such terms and conditions as are agreed to and confirmed in writing with the Corporation.

4.5 Subcontracting

The Prequalified Supplier will not, without the written approval of the Corporation or the Contract Representative, which approval will not be unreasonably withheld, subcontract or allow a subcontractor to assign or subcontract any of the works.

Approval to subcontract will not relieve the Prequalified Supplier from any liability or obligation under this Deed. The Prequalified Supplier will remain liable to the Corporation for the acts and omissions of subcontractors and employees and agents of subcontractors as if they were acts or omissions of the Prequalified Supplier.

4.6 Compliance with Statutory and OH&S Provisions

- 4.6.1 The Prequalified Supplier will comply with all relevant statutory provisions and all rules, regulations and by-laws from time to time in force.
- 4.6.2 Plant Operators will at all times exercise all necessary safety precautions, appropriate to the nature of the works and will comply with all statutory requirements and such directions as the Field Supervisor may give from time to time
- 4.6.3 The Prequalified Supplier will comply with the requirements of the *Occupational Health and Safety Act 2004* (Vic) and the *Dangerous Goods Act 1985* (Vic) and all Regulations and Codes of Practice in relation to matters over which the Prequalified Supplier has control.
- 4.6.4 Further, over or above the standards required by legislation the Prequalified Supplier will comply with all OHS Policies and Procedures of the Corporation and all site and job specific requirements for occupational health, safety and welfare. The Corporation's Occupational Health and Safety Policy Statement is attached in Annexure D.
- 4.6.5 All works are to be undertaken in accordance with the general safety rules contained in the site work package manual supplied by the site supervisor. Prior to commencing work on site, all Plant Operators and associated personnel will be required to undergo the Corporation's on-line safety induction contained on the Corporation's public internet site. Once induction has been undertaken the Plant Operators to provide confirmation that the induction has been completed. (i.e. printout of on-line confirmation) All Plant operators must have evidence of having undergone Construction Industry Training in the form of a "Red Card" or equivalent.
- 4.6.6 Occupational Health and Safety provisions as applicable include, but are not limited to:
- a) necessary life protection and life-saving equipment;
 - b) adequate illumination (especially for night operations);
 - c) provisions of information, instruction and training in healthy and safe operations for all the Prequalified Supplier's employees (including employees of any sub-Prequalified Suppliers);
 - d) wearing and/or using required personal protective clothing and equipment;
 - e) operation of Plant and equipment;
 - f) access to and egress from work locations;
 - g) storage, transport, handling, use and disposal of materials and substances;
 - h) inspection and maintenance of all OHS measures (including the on-going identification-assessment-control of hazards and risks); and
 - i) compliance with OCEI "no go zone" rules for operation of Plant in the vicinity of power lines.
- 4.6.7 The Prequalified Supplier must ensure that, where employees of the Prequalified Supplier or a sub-contractor are working in any area exposed to the direct rays of the sun, personal protective clothing includes, but is not limited to, long sleeved shirts, trousers and head protection.
- 4.6.8 Prior to delivering the Plant to the Corporation's site the Prequalified Supplier must submit a Plant risk assessment for the type/class of Plant hired.
- 4.6.9 The Prequalified Supplier must ensure that all Plant and equipment is supplied, operated and maintained in accordance with the requirements of the *Occupational Health and Safety Regulations 2007* ("the Regulations") and

that all operators are trained and certified in accordance with the requirements of the Regulations. As a minimum each item of Plant brought onto the site must have the following:

- a) Rotating flashing beacon;
- b) Fire Extinguisher in accordance with the relevant Australian Standard;
- c) Reversing alarm;
- d) Horn;
- e) Appropriate warning signs and stickers;
- f) Safety pins where required; and
- g) Roll Over Protection System (ROPS) to AS 2294 where required.

- 4.6.10 Under no circumstances is alcohol or non-prescribed drugs to be taken on to the site or consumed on the site by the Prequalified Supplier or its employees or its sub-contractors. Any person found to be under the influence of alcohol or non-prescribed drugs must immediately cease work and either be removed from site or be confined to a safe non-working area of the site.
- 4.6.11 All equipment must contain a copy of the operation and maintenance manual on it at all times.

4.7 Public Liability Insurance Policy

Before the Prequalified Supplier commences work or provides any Services, the Prequalified Supplier must take out a Public Liability Insurance Policy (in this Clause 4.7, the Policy).

The Policy must:

- 4.7.1 be maintained for the duration of this Deed;
- 4.7.2 be extended to cover the Corporation as an insured under the Policy to the extent of its interest as Principal under this Deed and cover the Field Supervisor and all subcontractors employed from time to time in relation to the work under the Contract for their respective rights and interests and their liabilities to third parties;
- 4.7.3 cover the Prequalified Supplier's liability to the Corporation and Corporation's liability to the Prequalified Supplier for loss of or damage to property and the death or injury to any person (other than liability which is required by law to be insured under the *Accident Compensation Act 1985* (Vic)).
- 4.7.4 include a cross-liability clause in which the insurer agrees to waive all rights of subrogation or action against any of the persons comprising the insured and for the purpose of which the insurer accepts the term "insured" as applying to each of the persons comprising the insured as if a separate policy of insurance had been issued to each of them (subject always to the overall sum insured not being increased thereby).
- 4.7.5 be for an amount in respect of any one occurrence not less than \$20,000,000, or such other amount as determined by the Corporation from time to time, and must be effected with a reputable insurer and in terms approved in writing by the Corporation.

4.8 For works with an estimated contract value less than \$50,000

The Corporation has affected a policy of insurance which covers the Corporation, the Contractor 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 also covers the Contractor's liability to the Corporation and the Corporation'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 4.10).

The policy of insurance shall be for an amount in respect of any one occurrence of not less than \$20,000,000 with a maximum excess, for any one event, of \$10,000. The policy shall be maintained by the Corporation while-ever the Contractor has an interest in the Works.

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

4.9 Public Liability Insurance – Transport Vehicles

Where the Plant the Prequalified Supplier is supplying under this Deed consists solely of transport vehicles the Prequalified Supplier, before commencing work, may elect, in lieu of complying with the requirements of clause 4.7, to:

- 4.9.1 Ensure that all Plant is insured for third party personal injury with the Transport Accident Commission and such insurance is maintained throughout the period of hire.

- 4.9.2 Take out a Public Liability (Property) Policy of insurance (in this clause 4.8, the Policy). The policy must:
- 4.9.2.1 be maintained for the duration of this Deed;
 - 4.9.2.2 be extended to cover the Corporation as an insured under the Policy to the extent of its interest as Principal under this Contract and cover the Field Supervisor and all subcontractors employed from time to time in relation to the work under the Contract for their respective rights and interests and their liabilities to third parties.
 - 4.9.2.3 cover the Prequalified Supplier's liability to the Corporation and Corporation's liability to the Prequalified Supplier for loss of or damage to property and the death or injury to any person (other than liability which is required by law to be insured under the *Accident Compensation Act 1985* (Vic)).
 - 4.9.2.4 include a cross-liability clause in which the insurer agrees to waive all rights of subrogation or action against any of the persons comprising the insured and for the purpose of which the insurer accepts the term "insured" as applying to each of the persons comprising the insured as if a separate policy of insurance had been issued to each of them (subject always to the overall sum insured not being increased thereby).
 - 4.9.2.5 be for an amount in respect of any one occurrence not less than \$2,000,000, or such other amount as determined by the Corporation from time to time, and must be effected with a reputable insurer and in terms approved in writing by the Corporation

4.10 Unregistered Vehicle Permit

When the Prequalified Supplier is supplying Plant that is not registered in accordance with the requirements of the *Road Safety Act 1986* (Vic) the Prequalified Supplier must, before commencing work, obtain an Unregistered Vehicle Permit from VicRoads. The permit must be valid for the duration of the Contract.

The Prequalified Supplier must not, without the prior written approval of the Corporation and except on such terms and conditions as are determined in writing by the Corporation, provide unregistered Plant and equipment for use in execution of this Contract.

The Prequalified Supplier must ensure that any unregistered Plant is fully covered by the Public Liability Insurance Policy required pursuant to clause 4.7.

4.11 Insurance of Employees

Before commencing work the Prequalified Supplier, 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 Work Cover insurance policy in accordance with the *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic).

The Prequalified Supplier must ensure that any subcontractor is similarly insured.

4.12 Supervision

The Prequalified Supplier must comply with all reasonable directions given by the Field Supervisor.

At all times during working hours the Prequalified Supplier must ensure that the Plant Operator carries out the instructions of the Field Supervisor as to the work on which the Plant is to be used. When the Plant is idle, the Plant Operator must perform other duties as the Field Supervisor may reasonably require.

Upon request from the Field Supervisor, the Prequalified Supplier, must replace the Plant Operator if in the opinion of the Field Supervisor the Plant Operator is incompetent, negligent or guilty of misconduct.

4.13 Telephone Service or Helpdesk

At all times during the Contract, the Prequalified Supplier must maintain a telephone or helpdesk service (fixed or mobile) on which the Prequalified Supplier can be contacted to deal with any matters pertaining to the operation of the Plant.

4.14 Supply and Maintenance of Plant Hire Types

4.14.1 Wet Hire (Supply of Plant with Plant Operator)

Wet hire hourly rates include fuel, overhead, profit, insurance and any other costs associated with providing Plant in accordance with this Deed. Hourly rates also include all labour costs associated with operating the Plant, Plant movement to mobilise and demobilise the Plant plus costs and other expenses associated with the operation and servicing of the Plant. No other charges will be payable except for accommodation and living away expenses, where applicable.

4.14.2 Dry Hire (Supply of Plant only – without Plant Operator)

Dry Hire hourly rates include all charges in relation to overhead, profit, insurance, servicing, Plant movement to mobilise and demobilise and any other costs associated with providing the Service. No other charges will be payable by the Corporation. The Corporation will bear the cost of all fuel and refuelling facilities plus any other consumables required to operate the Plant (excluding maintenance) whilst the Plant is hired and operated by the Corporation.

4.15 Plant Stand Down (Wet and Dry Hire)

- 4.15.1 The Field Supervisor may immediately stand down Plant that is not maintained in a fully operational condition or that is not supplied with a competent Plant Operator.
- 4.15.2 The Field Supervisor will give the Prequalified Supplier written notice of the reasons for the stand down.
- 4.15.3 The Plant may not be accepted for hire again until the specified deficiency has been remedied.
- 4.15.4 No payment will be made to the Prequalified Supplier as a result of such a stand down including any Plant movement costs associated with providing replacement Plant.
- 4.15.5 If the Prequalified Supplier fails to remedy a deficiency concerning the hired Plant within 24 hours by either rectifying the deficiency or arranging to supply a substitute Plant item, as may be approved by the Field Supervisor, then the Field Supervisor may hire a replacement item of Plant. The Prequalified Supplier must pay the Corporation any additional costs incurred in obtaining and operating replacement Plant.

4.16 Certificates and Payments

4.16.1 Invoices

The Prequalified Supplier must submit every fortnight or monthly to the Field Supervisor a detailed claim (in the form of a valid Tax Invoice as defined in *A New Tax Systems (Goods and Services Tax) Act 1999 (Cth)* ("the Invoice") for the value of the work carried out in performance of the Contract. A separate invoice is to be provided for living away from home expenses.

Within 14 business days after the receipt by the Field Supervisor of an Invoice the Field Supervisor will determine the value of the work so carried out (referring to the Plant log) and issue a progress certificate in the form of a payment schedule complying with section 15 of the *Building and Construction Industry Security of Payment Act 2002* to the Corporation and to the Prequalified Supplier.

Alternatively, the Prequalified Supplier may agree to the preparation of a Recipient Created Tax Invoice ("RCTI") by the Field Supervisor, acting as agent of the Corporation, on behalf of the Prequalified Supplier. Preparation of a RCTI must only be undertaken in accordance with the requirements of the Goods and Services Tax Ruling, GSTR 2000/10.

Upon production of the RCTI, the Field Supervisor will issue a progress certificate to the Corporation and to the Prequalified Supplier.

Payment of moneys due under a progress certificate will be made by the Corporation within twenty-eight days after the issue of that progress certificate.

4.16.2 Invoice Information

All invoices must clearly indicate the Corporation's purchase order number for the hire of the Plant. Where the Corporation's purchase order is not shown the invoice will be required to be submitted by the Prequalified Supplier with a purchase order. The Corporation will not alter invoices following provision for payment. Any invoices

which are required to be re-submitted will be paid within twenty eight days after the submission of a conforming invoice.

4.17 Payment of Workers and Subcontractors

Before a payment is made to the Prequalified Supplier, the Field Supervisor may require the Prequalified Supplier to provide to the Corporation a statutory declaration stating:

- a) That all workers who have at any time been engaged on work under the Contract have been paid all moneys payable to them, whether by the Prequalified Supplier or a subcontractor, in respect of their employment on the work under the Contract; and
- b) all subcontractors have been paid all moneys payable to them in respect of work under the Contract;

The Corporation may withhold payment of moneys due to the Prequalified Supplier until the statutory declaration is received.

If the Prequalified Supplier provides satisfactory proof of the maximum amount which may be payable to workers and subcontractors, the withholding of payment will not apply to amounts in excess of the maximum amount.

If a worker or subcontractor obtains a court order in respect of moneys referred to in clause 4.16 and produces to the Corporation the court order and a statutory declaration that it remains unpaid, the Corporation may at its discretion pay the amount of the order, and costs included in the order, to the worker or subcontractor and the amount paid shall be a debt due from the Prequalified Supplier to the Corporation.

After the making of a sequestration order or a winding up order in respect of the Prequalified Supplier, the Corporation will not make any payment to a worker or subcontractor without the instructions of the official receiver or trustee of the estate of the bankrupt or the liquidator as the case may be.

4.18 Termination by the Corporation

4.18.1 If the Prequalified Supplier fails:

- a) in the reasonable opinion of the Corporation to make satisfactory provision of the Service, or
- b) to comply with a written notice from the Field Supervisor requiring the Prequalified Supplier to make good any breach or non-observance of these conditions within 48 hours of the written notice;

the Corporation may, without prejudice to any of its other rights and remedies, by written notice to the Prequalified Supplier, immediately terminate the Contract.

4.18.2 The Corporation may terminate the Contract for a reason other than in accordance with clause 4.18.1. Where a termination is so made, the

Prequalified Supplier will be paid an amount for the Service performed (Working Rate or Standby Rate as applicable) and Mobilisation/Demobilisation charges.

4.18.3 GMW may at its sole discretion terminate this Deed by giving 30 days' notice of the termination to the Prequalified Supplier.

4.19 Indemnity

The Prequalified Supplier indemnifies the Corporation against all liabilities, claims, actions, suits, proceedings, demands, losses, damages, costs, fees and expenses whatsoever incurred, arising out of or in connection with, or in consequence of any default or breach by the Prequalified Supplier of any of its obligations owed to the Corporation under or in connection with this Deed.

Changes to this Deed

The Corporation may, at its sole discretion, change the terms and conditions in this Deed prior to providing the Prequalified Suppliers with an ITS. Where the Corporation makes changes to this Deed, it will provide reasonable notice to the Prequalified Suppliers of the changes.

Future Services

The Corporation may add new Services or vary or remove existing Services at any time. The Corporation will notify the Prequalified Suppliers when this occurs.

A Prequalified Supplier that no longer provides a particular Service must notify the Corporation of this in writing.

Corporation Contract Representative(s)

Manager Field Services
Goulburn Murray Water
plant.register@gmwater.com.au

5 WET HIRE

5.1 Wet Hire Overview

- 5.1.1 Wet Hire relates to the supply and operation of the Plant by the Prequalified Supplier (Plant hire with a Plant Operator)
- 5.1.2 The Prequalified Supplier must supply and keep the Plant and a competent Plant Operator at the site of the works during the period of hire at the times required by the Field Supervisor and will ensure that all Plant is operated in a competent manner.
- 5.1.3 The Prequalified Supplier must ensure that the Plant is only operated by a Plant Operator who is the holder of either:
 - a) A licence to operate the Plant issued by the relevant authority, or
 - b) A certificate of competency issued by an accredited training provider.

Each Plant Operator will be required to provide proof of the above during the site specific safety induction. The Prequalified Supplier must ensure that all Plant Operators are able to provide evidence of a licence or certificate of competency at all times while on a Corporation site.

- 5.1.4 The Prequalified Supplier must maintain the Plant in good running order and as far as possible carry out all maintenance outside working hours. In the event of the Plant breaking down the Prequalified Supplier must, as directed by the Field Supervisor, repair or replace it within such time as the Field Supervisor may reasonably require.
- 5.1.5 The Prequalified Supplier must quote a Wet Hire charge that is inclusive of all costs to operate the Plant including, but not limited to, fuel and power, insurance, maintenance and sundries (e.g. lubricants), Plant Operator labour costs and any other costs, but excluding Plant Operator living away from home expenses and mobilisation and demobilisation costs.

5.2 Location of Works

The location of the Works is as specified in Annexure A for any given Contract, and will generally be located in the Goulburn Murray Irrigation District as indicated in Annexure D.

5.3 Camps

The Prequalified Supplier must provide and maintain such facilities as are necessary for the accommodation of the Prequalified Supplier's employees including any subcontractors.

The Prequalified Supplier will not be permitted to establish accommodation facilities on the site and the Corporation will not provide any houses or sites for houses, caravans or camps.

5.4 Materials to be handled

Materials to be handled by the various items of Plant will be as follows:

- a) Insitu clays, sands and gravels encountered during excavation works, earth fill both moisture conditioned and lime stabilised, crushed rock and blended gravel rock & rock-fill which will be either stockpiled on site or delivered direct to the point of placement.
- b) Rock sizes may vary from road base materials to rocks with a size in excess of 1m for extreme rock protection works.

Where materials other than those listed above are proposed to be used, Prequalified Suppliers will be advised of the project prior to works commencing.

Road Registered tip trucks will be required to carry all materials, where over size rock material is to be carted the rates offered will apply.

5.5 Prequalified Suppliers Construction Facilities and Works Areas

As part of establishment of the site, the Corporation will provide acceptable facilities (lunch room, ablutions) for use by the Prequalified Supplier.

A hard stand area will be nominated for Plant parking and servicing as the project site dictates.

The Corporation will operate and maintain all required sewerage, drainage and water reticulation associated with these facilities.

5.6 Environmental Protection of the Site

Entry of oil, grease, fuel or any untreated waste into any watercourse is prohibited.

The Corporation will make available facilities for the deposition of domestic type garbage and refuse. Waste products from machine servicing must be collected and disposed of by the Prequalified Supplier in a manner approved by the Field Supervisor.

Servicing of Plant and fuelling of machines is to be undertaken only at locations approved by the Field Supervisor.

Storage of fuel on the site will not be permitted. The Prequalified Supplier will be required to make arrangements for the daily supply of fuel from off-site. All Plant fuelling is to be undertaken outside working hours where possible.

The Prequalified Supplier will be responsible for the immediate reporting to the Field Supervisor of any emergency spill or leakage of environmentally hazardous materials, which may be observed on or adjacent to the work site. Where such spillage is caused by the operation or servicing of the Plant the Prequalified Supplier must immediately take all reasonable steps necessary to contain and clean-up the spillage.

The cost of compliance with all Environmental Protection provisions will be deemed to be included in the rates Offered for the various items in the Schedule.

5.7 Water Supply

A water supply will be made available by the Corporation for use by a Prequalified Supplier's Plant Operators at the crib rooms and ablution facilities only.

The Prequalified Supplier must make separate provision for water supply for any other use which may be required, subject to the approval of the Field Supervisor.

The cost of all works to construct and operate water supply facilities will be deemed to be included in the rates offered for the various items in the Schedule

5.8 Electric Power for Construction Purposes

Electric power for use by the Prequalified Supplier will not be available at site unless otherwise stipulated by the Corporation.

All costs associated with the furnishing of electric power to deliver Services will be at the Prequalified Suppliers own expense and will be deemed to be included in the Offer.

5.9 Radio

All Plant items must have a working UHF radio.

5.10 Use of Portable Audio and Electronic Devices

The use of mp3 players, iPods and other similar electronic devices at the worksite during working hours is strictly prohibited. This is due to the inherent risks of impairing an employee's ability to hear any audible alarms, warnings and/or instructions from other workers. They may be used during meal/rest breaks within approved meal rooms, however no responsibility is provided with regards to ensuring the safe keeping of these items within the worksite.

5.11 Use of Mobile Phones

A Plant Operator is not to use a mobile phone at any time for any reason whilst operating Plant on a Corporation worksite.

A Plant Operator may use a mobile phone to answer a phone call but only after the Plant has been placed into an idle and secured mode and only where the call relates to the task being performed by the Plant Operator.

If the Field Supervisor observes excessive use of a mobile phone by a Plant Operator, the Field Supervisor will notify the Plant Operator of his concerns and direct the Plant Operator to reduce his usage of the mobile phone.

If the Field Supervisor notes excessive use of a mobile phone by the same Plant Operator more than once in any two week period, he will direct the Plant Operator to cease all usage of the mobile phone and the Corporation may elect to deduct an amount that is equivalent to the amount otherwise payable to the Prequalified Supplier for a full day of hire for the Plant provided by the Prequalified Supplier and being operated by the Plant Operator in question at the worksite. The Prequalified Supplier acknowledges that this is not a penalty but a fair and reasonable estimate of the loss incurred by the Corporation as a result of the reduced productivity of the operator of the Plant.

5.12 Key Operators

A number of key items of Plant, such as road graders and large excavators, require skilled Plant Operators. The Prequalified Supplier acknowledges key Plant Operators have the ability to significantly impact on the outcomes of a project due their skills relative to a less skilled Plant Operator.

The Corporation reserves the right to direct the Prequalified Supplier to replace a Plant Operator with another Plant Operator at its sole discretion.

5.13 Hours of Operation

5.13.1 Normal Working Hours

The Prequalified Supplier must ensure that Wet Hire Services are available to the Corporation during the dates and times set out in the Hire Duration period in Annexure A or otherwise during the Corporation's normal working hours of nine hours per day, covering seven days per week, between 7am and 5pm from Monday to Sunday (the Normal Working Hours).

A rostered day off (RDO) is a non-working day and therefore the Corporation will not be required to pay the Prequalified Supplier a hire fee for an RDO.

5.14 Standby

- 5.14.1 The Field Supervisor may direct the Plant Operator to cease work for any reason (Standby Order) for a temporary period (Standby Period). During the Standby Period, the Plant must remain idle at the worksite in anticipation of recommencing operations.
- 5.14.2 During the Standby Period, the Plant Operator is not required to be at the worksite, but the Plant Operator must be contactable and available to return to the worksite within one hour if requested to do so by the Field Supervisor.
- 5.14.3 The Field Supervisor may direct the Plant Operator to recommence work at any point during the Standby Period at which point the Standby Order will be revoked and the Plant Operator must recommence work (unless the Standby Order is revoked after the end of the scheduled working day in which case the Plant Operator must recommence work at the beginning of the next scheduled working day).
- 5.14.4 The Standby Period will not usually exceed 48 hours. If the Standby Period exceeds 48 hours, the Corporation must:
 - a) revoke the Standby Order and direct the operator to recommence providing the Wet Hire Services; or
 - b) suspend or cancel the works in accordance with clause 5.15.

5.14.5 The Corporation will advise on Annexure A – Invitation to Supply, if a standby hourly rate is applicable for the work required.

If a standby hourly rate is not applicable, then no rate is chargeable during the Stand by period.

5.14.6 If a standby hourly rate is applicable, the following will apply;

Where work has already commenced for the day and the Field Supervisor gives the Plant Operator a Standby Order, a Standby Hourly Rate is chargeable and commences from the closest hour with a minimum of four hours per day being payable.

- a) For the avoidance of doubt, if a Standby Order is made in a normal working day before 1.00pm, then a maximum of 4 hours is payable at the Standby Hourly Rate until the end of day (ie 5pm) if work does not recommence. If work recommences, then only the hours of stand down is payable up to a maximum of 4 hours.
- b) If a standby order is made in a Normal Working day after 1.00pm, then a maximum of 4 hours is payable for the hours remaining until the end of day, if work does not recommence. If work recommences, then only the hours of stand down is payable up to a maximum of 4 hours.
- c) If a Standby Order is given prior to a normal working day, then a standby rate is chargeable up to a maximum of 4 hours during the normal working day unless the Standby Order is revoked during the day, at which point work is to recommence under the Normal Working Rate.

5.15 Suspension or Cancellation of the Service

The Corporation may suspend or cancel the whole or part of the Wet Hire Service.

Where the Corporation suspends the Wet Hire Service:

- a) the Corporation and the Prequalified Supplier may agree to retain the Plant at the worksite during the suspension period and the Corporation will pay the Prequalified Supplier the Standby Hourly Rate during Normal Working Hours (as defined in Clause 5.13.1) of the suspension period; or
- b) the Corporation may direct the Prequalified Supplier to remove the Plant from the worksite, in which case the Standby Hourly Rate will not apply but any Demobilisation Charge (as contained in Annexure A, if any) and remobilisation costs will be payable by the Corporation.

The Corporation must give the Prequalified Supplier 24 hours' notice of the time by when the Wet Hire Services are to recommence.

Where the Corporation cancels the Wet Hire Services:

- a) the Corporation must pay the Prequalified Supplier all charges owed up to the cancellation date on a pro-rata basis using the Normal Hourly Rate stated in Annexure A; and
- b) the Demobilisation Charge (as stated in Annexure A, if any)

5.16 Plant Log

At the end of each day the Plant Operator must complete a timesheet setting out the details of all time claimed for the Plant for that day (the Plant Log). The Plant Log must provide details of all hours working, holding and overtime hours and mobilisation/demobilisation details. The Plant Log must be countersigned by the Field Supervisor. This Plant Log must form the basis for any invoicing.

Document Number: 4238248

5.17 Charges

5.17.1 Normal Working Rate

The Normal Hourly Rate contained in Annexure A is the amount payable by the Corporation to the Prequalified Supplier for each hour during which the Plant is fully operational and is being operated in accordance with the Field Supervisor's directions and in accordance with the terms of the Contract during Normal Working Hours (as defined in Clause 5.13.1)

5.17.2 Standby Hourly Rate

If a Standby Hourly Rate is applicable (as defined in clause 5.14.5) the Standby Hourly Rate contained in Annexure A is the amount payable by the Corporation to the Prequalified Supplier for each hour of a Standby Period (as defined in Clause 5.14.1), provided that:

- a) the Standby Hourly Rate cannot exceed the Normal Hourly Rate;
- b) no amount is payable for any period that exceeds the Normal Working Hours (as defined in 5.13.1) on any given day;
- c) if a Standby Order is made as a result of inclement/wet weather or dangerous site conditions caused by factors that are outside the control of the Corporation (such as an extreme weather event or dangerous fire conditions), then no rate is payable.
- d) the Standby Hourly Rate is not payable for any Standby Order that stands down the following services:
 - Road Trucks and Road Registered Haulage Units;
 - Road Registered Water Carts; and,
 - Road Registered Mobile Cranes.
- e) For the avoidance of doubt, if a Standby Order is made in a normal working day before 1.00pm, then a maximum of 4 hours is payable at the Standby Hourly Rate until the end of day (ie 5pm) if work does not recommence. If work recommences, then only the hours of stand down is payable up to a maximum of 4 hours.
- f) If a standby order is made in a Normal Working day after 1.00pm, then a maximum of 4 hours is payable for the hours remaining until the end of day, if work does not recommence. If work recommences, then only the hours of stand down is payable up to a maximum of 4 hours.

5.17.3 Plant Mobilisation Charge

Where the Corporation requires the Prequalified Supplier to move the Plant to a Site, or between Sites (either as a float movement or by transporting the Plant under its own motion), the Corporation will pay the Prequalified Supplier the Mobilisation Charge contained in Annexure A (if any).

No Mobilisation Charge is payable for time during which the Plant is being serviced or repaired.

Mobilisation Charges are not payable if the Corporation completes a float movement.

5.17.4 Accommodation and Living Away Expenses

Where a Plant Operator is required to live away from their home base during any works, then the cost of living away from home should be included in the Normal Working Rate.

If agreed by the Corporation that specific Accommodation and Living Away expenses are applicable, (confirmed in Annexure A) then the following maximum rates will apply;

Rate Schedule

Meal Allowance per day	\$70.00
Accommodation (max limit)	\$173.03
Travel	As per the prevailing ATO rate

The Plant Operator is to provide receipts for accommodation when invoicing. Accommodation and meal allowances are to be invoiced separately.

The Corporation may consider indexation adjustments to the Accommodation and Living Away Expenses on an annual basis at its sole discretion.

5.18 Plant Stand Down Due to Faulty Equipment

- 5.18.1 The Field Supervisor may immediately stand down Plant which is not maintained in a fully operational condition or is not supplied with a competent Plant Operator. If this occurs, the Field Supervisor will give the Prequalified Supplier notice in writing detailing the reasons for the stand down. The Plant item may not be accepted for hire again until the specified deficiency has been remedied. No payment of any description will be made to the Prequalified Supplier as a result of such a stand down including any Plant movement costs associated with providing a replacement Plant.
- 5.18.2 If the Prequalified Supplier fails to remedy a notified deficiency concerning the hired Plant within 24 hours by either rectifying the deficiency or arranging to supply a substitute Plant item, as may be approved by the Field Supervisor, then the Field Supervisor may proceed to separately hire a replacement machine. The Prequalified Supplier will pay the Corporation any additional costs it incurs in obtaining and operating replacement Plant.

5.19 Condition of Plant when mobilised and used on site

- 5.19.1 The Prequalified Supplier must ensure that all Plant is clean and is in operating order and complies with the Plant manufacturer's operating specifications when mobilised on a worksite.
- 5.19.2 The Plant Operator must be qualified and have all relevant licences and permits to operate the Plant as per specifications and regulatory requirements.
- 5.19.3 Once on site, the Prequalified Supplier acknowledges that the Plant Operator will be under the direction and control of the Field Supervisor or other delegate of the Corporation. The Prequalified Supplier will direct the Plant Operator to comply with all reasonable directions and requests of the Field Supervisor or other delegate of the Corporation. .
- 5.19.4 The Prequalified Supplier will ensure that the operation of the Plant conforms with the Plant's specifications and all relevant legislation.
- 5.19.5 The Prequalified Supplier will ensure that the Plant Operator does not operate any Plant that is damaged, defective or is otherwise in a dangerous state.
- 5.19.6 The Prequalified Supplier will ensure that the Plant Operator advises the Field Supervisor immediately if the Plant becomes damaged, defective or is otherwise in a dangerous state. The Field Supervisor will advise the Prequalified Supplier of any such defects once it is made aware of them. The Prequalified Supplier will ensure that the Plant Operator is a person who is suitably qualified to operate the Plant and the Prequalified Supplier is wholly responsible for the acts and omissions of the Plant Operator that are not as directed by the Field Supervisor.
- 5.19.7 The Corporation will have no right, title, property or interest in the Plant and must not sublet or dispose of or otherwise deal with any rights or interest in the Plant.
- 5.19.8 The Corporation will promptly report any theft of the Plant that it is aware of to the police and to the Prequalified Supplier.

5.20 Condition of Plant when demobilised off site

5.20.1 The Prequalified Supplier is responsible for the condition of the Plant when the Plant is removed from site.

5.21 **Damage Liability**

5.21.1 The Corporation will not be liable for any damage caused to the Plant caused:

- a) by improper use of the Plant by the Plant Operator;
- b) by a Plant Operator not following reasonable directions given by the Field Supervisor;
- c) during transporting, loading or unloading of the Plant by the Prequalified Supplier;
- d) by a lack of lubrication or servicing of the Plant;
- e) by overloading, exceeding rated capability, failing to properly maintain the Plant for operational use, misuse or improper servicing of the Plant for daily and ongoing use.

6 DRY HIRE

6.1 Dry Hire Overview

- 6.1.1 Dry Hire relates to Plant that is hired from the Prequalified Supplier but is operated by the Corporation (Plant hire with no operator).
- 6.1.2 Dry Hire charges will be inclusive of all costs to supply working Plant (including, but not limited to, any costs incurred by a Prequalified Supplier relating to overheads, insurance, maintenance and sundry parts (e.g. lubricants)),
- 6.1.3 Fuel costs are not included in Dry Hire charges.

6.2 Location of Works

The location of the Works is as specified in Annexure A for any given Contract, and will generally be located in the Goulburn Murray Irrigation District as indicated in Annexure D.

6.3 Materials to be Handled

Materials to be handled by the various items of Plant will be as follows:

- a) Insitu clays, sands and gravels encountered during excavation works, earth fill both moisture conditioned and lime stabilised, crushed rock and blended gravel rock & rock-fill which will be either stockpiled on site or delivered direct to the point of placement.
- b) Rock sizes may vary from road base materials to rocks with a size in excess of 1m for extreme rock protection works.

Where materials other than typical afore-mentioned are proposed to be used, Prequalified Suppliers will be advised of the project prior to works commencing.

Road Registered tip trucks will be expected to carry all materials, where over size rock material is to be carted the rates offered will apply.

6.4 Electric Power for Construction Purposes

All costs associated with the furnishing of electric power to deliver Services will be the responsibility of the Corporation.

6.5 Radio Control

All Plant items must have a working UHF radio.

6.6 Hire Rates

6.6.1 Normal Hire Rate

The Corporation will pay the Prequalified Supplier a Normal Hire Rate, as specified in Annexure A, for the Hire Duration, as specified in Annexure A. The Normal Hire Rate can either be a hourly, daily, weekly or monthly rate and is based on the Corporation's estimated daily hour usage of the Plant.

6.6.2 Standby Rate

For the avoidance of doubt, no standby rates are payable by the Corporation to the Prequalified Supplier are applicable for Dry Hire.

6.6.3 Overtime Rates

For the avoidance of doubt, no overtime rates are payable by the Corporation to the Prequalified Supplier for Dry Hire

6.7 Plant Mobilisation and Demobilisation

6.7.1 Plant Transport

The Prequalified Supplier will be responsible for the transport of the Plant:

- To the site at commencement of supply
- From the site at completion of supply
- Movement between job sites.

With agreement of the Prequalified Supplier, GMW may undertake movement of the Plant from site to site.

6.7.2 Plant Movement Charges

Where the Corporation requires the Prequalified Suppliers to complete a float movement or transport of the Plant (via own motion) to and from the site by the Prequalified Supplier, the Hourly Mobilisation Rate set out in Annexure A will be payable to the Prequalified Supplier.

No other charges will be payable for the time during which the Plant is being moved to and from the site of the works prior to and on completion of the period of hire respectively or for time during which the Plant is being serviced or repaired.

Where the Corporation completes the float movement, movement charges will not be payable.

6.8 Plant Log

Each day, prior to commencement of operation of the Plant, the operator (Corporation supplied) will undertake a pre-start check of the Plant and must record details of the check in a log. The log must be stored in or on the Plant and a copy of the completed log must be forwarded to the Field Supervisor at the end of each fortnight and at the completion of the period of hire.

6.9 Condition of Plant When Mobilised and Use on Site

- 6.9.1 All Plant when mobilised on site must be clean and in an operating order that conforms to the Plant's operating specification.
- 6.9.2 The Corporation must ensure that the Plant usage conforms with the Prequalified Supplier's Plant specification and relevant legislation and not to be operated in a corrosive environment or in or on water or underground.
- 6.9.3 The Corporation must ensure the safe keeping of the Plant when on site during the hire period.
- 6.9.4 The Corporation must ensure that the Plant stays on site during the period of hire, unless in the case of emergency. Such emergency cases will be advised to the Prequalified Supplier as soon as possible.
- 6.9.5 The Corporation must ensure the Plant is not operated should it become damaged or defective or in a dangerous state.
- 6.9.6 The Corporation will advise the hirer immediately should the Plant become defective, operates abnormally, breaks down or fails to operate.
- 6.9.7 The Corporation will ensure the Plant is operated by a person qualified to operate the Plant and is responsible for the acts and omissions of the person operating the Plant.
- 6.9.8 The Corporation will have no right, title, property or interest in the Plant and must not sublet or dispose of or otherwise deal with any rights or interest in the Plant.
- 6.9.9 The Prequalified Supplier will ensure the Plant is serviced and will give reasonable notice to the Corporation prior to conducting any service. The Corporation will make the Plant available for service when requested by the Prequalified Supplier. No hourly rate will be paid to the Prequalified Supplier while the Plant is being serviced.
- 6.9.10 The Corporation will promptly report any theft of the Plant to the police and to the Prequalified Supplier.
- 6.9.11 The Corporation will be responsible for the safekeeping of the Plant when on site.

6.10 Plant Stand Down

The Field Supervisor may immediately stand down Plant which is not maintained in a fully operational condition. The Field Supervisor will give the Prequalified Supplier, notice in writing detailing the reasons for the stand down.

The Plant item may not be accepted for hire again until the specified deficiency has been remedied. No payment will be made to the Prequalified Supplier as a result of such a stand down including any Plant movement costs associated with providing a replacement Plant.

If the Prequalified Supplier fails to remedy a notified deficiency concerning the hired Plant within 24 hours by either rectifying the deficiency or arranging to supply a substitute Plant item, as may be approved by the Field Supervisor, then the Field Supervisor may proceed to separately hire a replacement machine.

The Prequalified Supplier must pay to the Corporation any additional costs incurred in obtaining and operating a replacement machine.

6.11 Condition of Plant When Demobilised Off-site

The Corporation will provide the Plant back to the Prequalified Supplier at the end of the hire period in a clean and reasonable state allowing for normal wear and tear during its use.

6.12 Damage Liability

The Corporation will be liable for any damage to the Plant caused by the Corporation's improper use of the Plant that is not in accordance with the Prequalified Supplier's written instruction to the Corporation.

7 PLANT EQUIPMENT SPECIFICATIONS

7.1 Hydraulic Excavators

Includes: (3 -5 Tonne) (5 – 15 TONNE) – (15-25 TONNE) – (26-35 TONNE)

7.1.1 Plant Required

Hydraulic Excavator with an operating weight between 3 and 35 tonnes supplied with the following attachments: (minimum requirement)

- Quick Hitch (where machine has capability for one)
- Range of digging buckets including trenching bucket
- Batter bucket

All machines must be fitted with:

- Motion buzzers, both in the forward and reverse direction
- Flashing amber lights
- UHF radios

7.1.2 Duty

The work may include but not be limited to construction of new drains, remodelling of existing drains, channel remodelling and construction of concrete structures including pipe-laying.

Site conditions may include excavation for drains or pipelines through to wet and swampy conditions. Materials to be excavated will basically be clay or clay loam.

Work on road reserves may be required. Work may also be undertaken in the vicinity of overhead power lines. In this instance, the Corporation will provide a “spotter” if necessary under “No Go Zone” regulations.

7.2 Water Tankers/ Carts (Dry Hire)

7.2.1 Plant Required

Water Tankers with a minimum water capacity of 5000 litres and the ability to self-fill from irrigation channels, complete with rear spray attachment suitable for watering of access tracks and public roadways. A hand held spray attachment must also be provided.

All water tankers must be fitted with:

- Motion buzzers, both in the forward and reverse direction
- Flashing amber lights
- UHF radios

7.2.2 Duty

The water tankers will typically be used for dust suppression and soil conditioning at channel remodelling works. Trucks may be required to drive along channel banks and other off-road locations.

7.2.3 Roadworthy Certificate

All water tankers Offered for hire must be in good mechanical condition. , Prior to commencement of work under a Contract, the successful Prequalified Supplier must provide to the Corporation a current Road Worthy Certificate for each truck to be hired, the cost of obtaining this Certificate must be borne

by the Prequalified Supplier. The water tanker(s) must be maintained in road worthy condition during the period of the Contract.

7.3 Trucks – Rigid Tipper and Articulated Dump Trucks

7.3.1 Plant Required

- a. Tip Trucks with a truck capacity of approximately 10m³ (15 – 20 tonnes) with rigid tandem drive and power steering.
- b. Articulated Dump Trucks with a payload capacity in excess of 20 tonnes.

All trucks must be fitted with:

- Motion buzzers, both in the forward and reverse direction
- Flashing amber lights
- UHF radios

7.3.2 Duty

The work for tip trucks will typically involve the transportation of clay for channel remodelling works, and the transportation of quarry products to Corporation work sites. Trucks will be required to drive and dump along channel banks and other off-road locations. Cartage of earth fill and rock beaching may also be required from time to time.

Work may be undertaken in the vicinity of overhead power lines. In this instance, G-MW will provide a “spotter” if necessary under “No Go Zone” regulations.

7.3.3 Roadworthy Certificate

If requested to do so by the Corporation, prior to commencement of work, the successful Prequalified Suppliers must supply a current Roadworthy Certificate for each truck to be hired, the cost of obtaining this Certificate will be borne by the Prequalified Supplier. The Truck(s) must be maintained in roadworthy condition during the period of hire.

A roadworthy certificate is not required for articulated dump trucks.

7.4 Padfoot Drum Vibrating Rollers

7.4.1 Plant Required

Self-Propelled Padfoot Drum Vibratory Rollers - with a nominal operating weight between 12 -15 tonnes.

All rollers must be fitted with:

- Motion buzzers, both in the forward and reverse direction
- Flashing amber lights
- UHF radios

7.4.2 Duty

The rollers will typically be used for soil compaction on channel remodelling projects. Rollers will be required to operate along channel banks and other off-road locations.

7.5 Mobile Cranes

7.5.1 Plant Required

A range of mobile cranes may be required under this contract including slewing, non-slewing, and vehicle loading cranes. All cranes must be road registered and current road worthy certificates are to be provided as part of the Contract at the Prequalified Supplier's cost. There is no limit on the crane capacity, however cranes most often required will be in the 15-50 tonne range.

All machines must be fitted with a reversing buzzer.

7.5.2 Duty

The work will usually be for the lifting of precast concrete units into place at construction sites. Units may weigh up to 15 tonnes and site conditions will vary depending on location. The Prequalified Supplier must ensure that the site on which a mobile crane is to be operated is sound and suitable for the operation of the crane. . Other crane work may be required from time to time e.g. removal of fixed Plant, etc.

Work may be undertaken in the vicinity of overhead power lines. In this instance, G-MW will provide a "spotter" if necessary under "No Go Zone" regulations.

7.5.3 Mechanical Condition

All mobile cranes must be inspected and maintained in accordance with the manufacturer's specifications and proof of such must be provided upon request.

Where other attributes (including price) are similar, preference may be given to cranes having "Green Sticker" accreditation under the Victorian CraneSafe Assessment Program.

7.5.4 Operator Qualifications

All operators must be licensed to operate the type and capacity of crane under hire.

7.6 Front End Loader

7.6.1 Plant Required

Front End Loader with bucket capacity between 1.8m³ and 2.2m³ fully articulating, with ROPS/FOPS.

All machines must be fitted with:

- Motion buzzers, both in the forward and reverse direction
- Flashing amber lights
- UHF radios

7.6.2 Duty

The work may include but not be limited to loading of tip/dump trucks on construction of new drains, remodelling of existing drains, channel remodelling, construction of concrete structures, rock beaching of structures and rock armouring of channel banks.

Work on road reserves may be required. Work may also be undertaken in the vicinity of overhead power lines. In this instance, the Corporation will provide a "spotter" if necessary under "No Go Zone" regulations

7.7 Road Grader

7.7.1 Plant Required

Road Grader – Cat 12 - 14 or equivalent with

All machines must be fitted with:

- Motion buzzers, both in the forward and reverse direction
- Flashing amber lights
- UHF radios

7.7.2 Duty

The work may include but not be limited to the grading of channel banks, drains, access tracks and roads.

Work on road reserves may be required. Work may also be undertaken in the vicinity of overhead power lines. In this instance, the Corporation will provide a "spotter" if necessary under "No Go Zone" regulations

EXECUTED AS A DEED BETWEEN:

Goulburn-Murray Rural Water Corporation
of 40 Casey Street (PO Box 165), TATURA VIC 3616

AND

I / We: _____
Full name of the Supplier (please print)

_____ *ABN* _____ *ACN, if applicable*

of: _____
_____ *Postal address of Supplier*

HEREBY agree to the terms and conditions in the GMW Plant Hire Deed and Prequalified Supplier Register (CGM293061) and declare that all information supplied in Schedules 1 to 5 of the Head Agreement are true and correct.

Dated: _____ / _____ / 201__

Signed for and on behalf of **Goulburn-Murray Rural Water Corporation** by an authorised person in the presence of _____)
_____)
_____)

Signature of witness

Signature of authorised person

Name of witness (print)

Name of authorised person (print)

(Use this execution clause if Prequalified Supplier is a corporation)

Executed by the **Prequalified Supplier** by being signed by those person(s) authorised to sign for the company _____)
_____)
_____)

Signature of director

Signature of director / secretary (delete as applicable)

Name of director (print)

Name of director / secretary (delete as applicable) (print)

(Use this execution clause if Prequalified Supplier is an/are individual(s))

Signed, sealed and delivered by the)
Prequalified Supplier in the presence of)

Signature of witness

Signature of Supplier

Name of witness (print)

Name of Supplier (print)

Signed, sealed and delivered by the)
Prequalified Supplier in the presence of)

Signature of witness

Signature of Supplier

Name of witness (print)

Name of Supplier (print)

THIS PAGE HAS BEEN LEFT BLANK

8 ANNEXURE A: PURCHASE ORDER PROFORMA

INVITATION TO SUPPLY	
The Prequalified Supplier must respond to this invitation by: [Insert date and time]	
Work Order Reference No.: [xxxxx]	Requisition Number : [xxxxx]
GMW Officer: [Name] and [Title] [Phone] [Email]	
Prequalified Supplier issued to: [Prequalified Supplier Organisation Name]	
Project Title (If Applicable): [Enter Project Title]	
Service Category: <input type="checkbox"/> Excavator Capacity/variables _____ <input type="checkbox"/> Tip Truck Capacity/variables _____ <input type="checkbox"/> Tip Truck & Tipper Trailer Capacity/variables _____ <input type="checkbox"/> Prime Mover and Float Capacity/variables _____ <input type="checkbox"/> Lifting Equipment (mobile cranes/Forklifts) Capacity/variables _____ <input type="checkbox"/> Motor Graders Capacity/variables _____ <input type="checkbox"/> Compactor Capacity/variables _____	<input type="checkbox"/> Front End Loader Capacity/variables _____ <input type="checkbox"/> Articulated Dump Truck Capacity/variables _____ <input type="checkbox"/> Water Tanker Capacity/variables _____ <input type="checkbox"/> Dozer Capacity/variables _____ <input type="checkbox"/> Bobcat Capacity/variables _____ <input type="checkbox"/> Combined Plant Refer Service Category Variables.
Selection Criteria (add rows as required):	
Dry Hire	Wet Hire
Price = [x]	Operator Experience and Equipment Wear = [y]
	Price = [x]
Ability to meet Service Category Variables = compliance only	

THE OFFER (Please complete the blue boxes)

Background or additional information including known Site Conditions

[If none, enter "nil"]

Service Category Variables (all figures must include GST) (add rows as required)

Item	Plant Item Description (as per Annexure B of the Deed)	Site Location	Wet /Dry Hire	Date From	Date To	Hire Duration	Standby Hourly Rate (if applicable, Wet Hire Only)	Hire Charge (\$)	(De)Mob. Charge (\$)	Total Charge (\$)	Normal Hourly Rate**
1											
2											
3											
4											
5											

** Please insert the rate to be used to calculate the Hire Charge and or additional works if required under this Purchase Order.

Accommodation and Living Away Allowance (Wet Hire only)*

Indicate:

Allowance included in Normal Hourly Rate

Specified Allowance required (supplier to complete Allowance table)

*Refer section 5.17.5 of the Deed Agreement for maximum allowance rates payable.

Allowance	(\$ (inc GST)	Item Ref (if applic.)
Meals*		
Accommodation*		
Travel*		

Total Price (\$ (inc. GST)

Operator and Machine Information:

Information	Item 1	Item 2	Item 3	Item 4	Item 5
Machine SMU Hours or Time in Service					
Operator Years of Experience Name of operator _____					
Operator Years of Experience with GMW					

Site Visit Required Yes No

Standby Rate Applicable Yes No

Special Conditions (if any)

[If none, enter "nil"]

<p>List of attachments required to be provided by the Prequalified Supplier:</p> <p><input type="checkbox"/> Operator details and evidence of operator credentials and experience</p> <p><input type="checkbox"/> Certificate of competency</p> <p><input type="checkbox"/> Other (please state below)</p>	<p>This Offer is made subject to the terms and conditions of the GMW Plant Hire Deed & Prequalified Supplier Register CGM 293061</p> <p>Name of Authorised Officer and Signature:</p> <p>Signature:</p> <p>[Enter Name], [Title]</p>
OFFER ACCEPTANCE	
<p>The GMW delegated officer accepts this offer subject to the terms and conditions of the GMW Plant Hire Deed & Prequalified Supplier Register CGM 293061.</p>	<p>GMW Delegated Officer Name and Signature:</p> <p>Signature:</p>
<p>Purchase Order Reference: [Enter PO Number]</p>	<p>[Enter Name], [Title]</p>
SUPPLIER NOTE/S	
<p>File Note (any additional information)</p>	

9 ANNEXURE B: LIST OF PLANT SERVICES

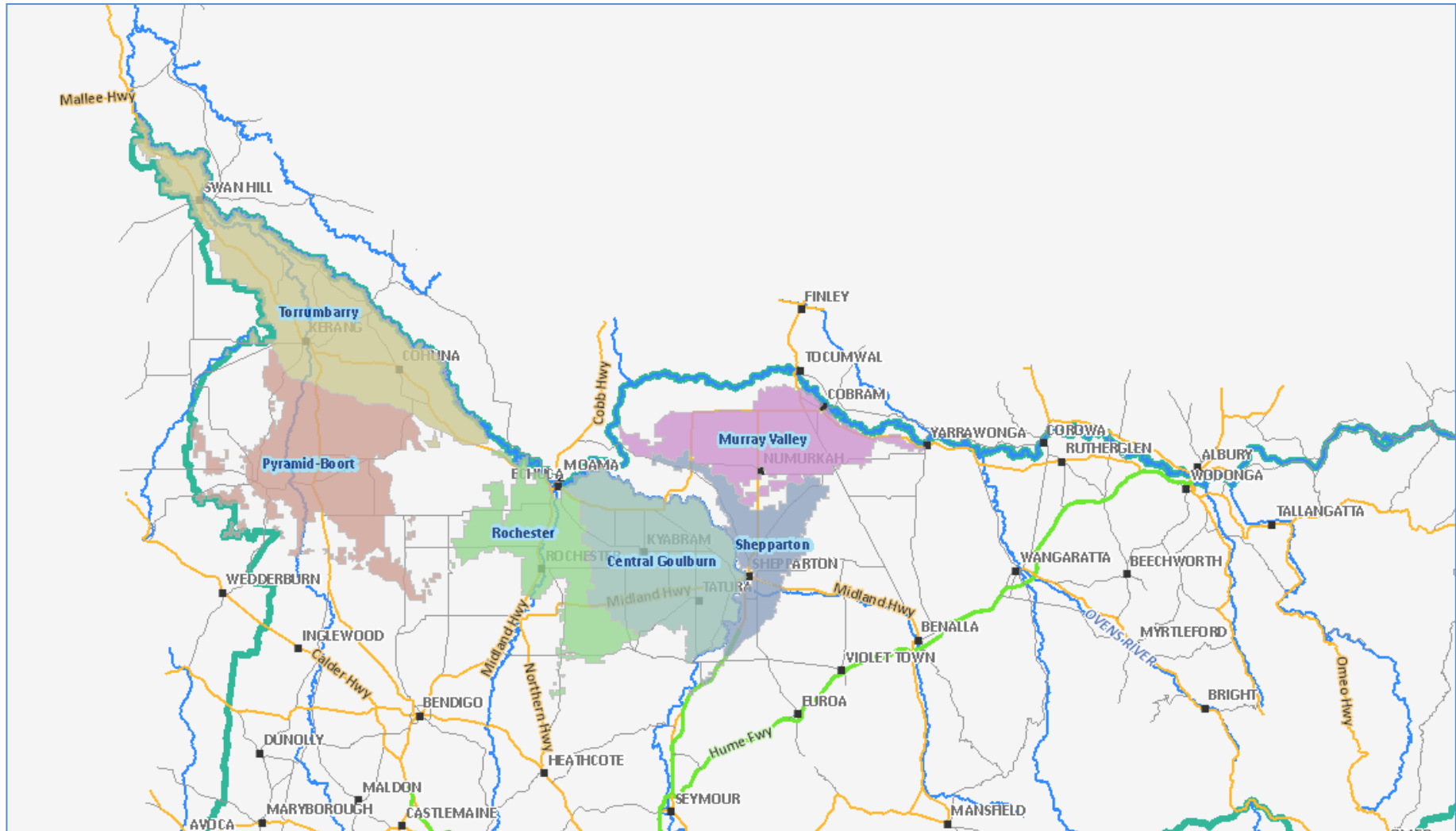
Services Category	Capacity	Variables	Related Accessory	Quality Check
Excavator	0 - 15 Tonne 15 - 25 Tonne 25 - 35 Tonne 35+ Tonne	Standard Reduced Radius Zero Swing Long Reach	<ul style="list-style-type: none"> • General Purpose Bucket • Mud Bucket • Weed/Sludge Bucket • Bucket • Compaction Wheel • Tilt Hitch / Bucket • Ripper • Saw Blade • Log Grab • Vibrating Plate • Sheet Pile Driver • 2D GPS • 3D GPS 	Model Manufacture Date Work Hours
Tip Truck	10m3		<ul style="list-style-type: none"> • Tarp on Body • Swing Tailgate 	Model Manufacture Date KM travelled
Tip Truck & Tipper Trailer	10m3	Dog Trailer Super Dog (3 Axle) Quad Dog (4 Axle)	<ul style="list-style-type: none"> • Tarp on Body • Swing Tailgate • Rock Body 	Model Manufacture Date KM travelled
Float & Prime mover	0 - 15 Tonne 16 - 25 Tonne 25 - 35 Tonne 35+ Tonne Other	Fixed Width Deck Spread Deck		Model Manufacture Date KM travelled
Lifting Equipment (Mobile Cranes / Forklifts)	0 - 5 Tonne 5 - 10 Tonne 10 - 15 Tonne 15 to 25 Tonne 25 to 50 Tonne 50 to 100 Tonne Other	All Terrain Truck Mounted Cranes Pick and Carry (Franna) Forklift Crane Truck Slewing		Model Manufacture Date Work Hours
Motor Graders	Small Blade		<ul style="list-style-type: none"> • Rippers 	Model

Services Category	Capacity	Variables	Related Accessory	Quality Check
	(Specify) 12ft Blade 14ft Blade Other (Specify)		<ul style="list-style-type: none"> • Harrows • 2D GPS • 3D GPS 	Manufacture Date Work Hours
Compactor	0-5 Tonne 5 - 10 Tonne 10 - 20 Tonne 20+ Tonne	Self-Propelled Smooth Drum Self-Propelled Padfoot Trench Roller (Remote Control)		Model Manufacture Date Work Hours
Wheeled Loaders (Front End Loaders)				Model Manufacture Date Work Hours
Articulated Dump Truck	0-10 tonne 10 – 20 tonne 20 to 30 tonne 30 tonne +			Model Manufacture Date KM travelled
Water Trucks	0-5000lt 5000lt - 10,000lt 10000 to 15000lt 15000lt +	All Terrain Road Registered Articulated	<ul style="list-style-type: none"> • Water Cannon • Front Mounted Boom • Rear Mounted Boom 	Model Manufacture Date KM travelled
Dozer	D6 or equivalent D7 or equivalent D8 or equivalent	Swamp Tracks Standard Tracks	<ul style="list-style-type: none"> • Rippers 	Model Manufacture Date Work Hours
Bobcat		Auger (Specify) Spreader Bar / Smudge Board		Model Manufacture Date Work Hours
Combination Plant	Bobcat 5 - 10 Tonne (exc) 10 - 20 Tonne (exc)	Tipper Tag-a-long trailer Truck Excavator		Model Manufacture Date Work Hours

10 ANNEXURE C: RECORD OF OH&S SITE HAZARDS

Specific Task / Activity	Hazard/Aspect	Potential Consequences
Accessibility	Site Visitors Public Access	Personal Injury Personal Injury
Construction of access road	Working on road reserve/near carriageway	Accident/Injury/ Property Damage
Overhead Power Lines	Electrocution	Death, property damage
Personnel protective equipment	Not wearing/using equipment	Injury
Site Location and Working Environment	Exposure to sun	Injury / illness through heat exposure (heat exhaustion / heatstroke / dehydration)
Site Location and Working Environment	Wet weather Slipping/tripping Dust	Injury / illness through exposure to wet conditions (slipping / slippery tools) Injury / illness through exposure to dusty conditions (dust inhalation / obstructed vision)
Working Alone	Unattended Injury	Severity of Injury Increased
Snakes and other venomous wildlife	Bitten by	Sickness/ Hospital treatment
Operation of Plant	- Incorrect use - Inexperienced /incompetent operators	Injury/Death/Property Damage
Working near Plant	Struck by Plant	Injury/Death/Property Damage
Alighting from Vehicles & Plant	Strains & Sprains	Personal Injury
Cartage of materials	Rollover, collision	Injury/death
Loading/Offloading Trucks	Tipping Crushing	Injury/death/property damage Injury/death/property damage
Recovering Bogged Vehicles & Plant	Towing equipment breakage	Personal Injury or Death, Property Damage
Physical Work	Manual handling	Personal injury
Fire	Uncontrolled bush fire	Injury / property damage from fire

11 ANNEXURE D: GOULBURN MURRAY IRRIGATION DISTRICTS (GMID)



12 ANNEXURE E: HEALTH, SAFETY AND WELL-BEING POLICY STATEMENT

Health, Safety and Wellbeing Policy Statement



July 2015 DM#4005322

Human safety is a core value.

GMW in undertaking its operations is committed to providing workers, customers and members of the public with a healthy and safe environment.

GMW will, through a process of continuous improvement and periodic review, fully integrate health, safety and wellbeing into all aspects of our activities. We will achieve this by:

- The systematic management of health, safety and wellbeing in all our activities by identifying hazards, assessing the risks and implementing strategies to control those risks.
- Ensuring compliance with all identified legal and other requirements.
- Setting measurable objectives and targets aimed at controlling higher risk activities and increasing awareness of health, safety and wellbeing in line with this policy.
- Providing adequate information, instruction, training and supervision to our employees and contractors.
- Investigating all incidents and serious "Near Hits", developing and implementing actions to prevent recurrence.
- Implementing effective injury management strategies and rehabilitation programs for all injured employees.

We promote a proactive health and safety management philosophy based on effective communication and consultation, our systematic identification, assessment and control of hazards and risks and the encouragement of innovation and involvement.

Responsibilities for our health, safety and wellbeing lie with all of us. The personal commitment and involvement of everyone working with us, driven from the highest levels, is essential for establishing and maintaining healthy and safe working environments.

We will provide adequate resources to ensure working environments that are so far as is reasonably practicable safe and without risks to health. Our people will at all times take reasonable care for their own health and safety and that of others who may be affected by their actions or omissions at work.

A handwritten signature in blue ink, appearing to read "S. Scales".

Sarah Scales
CHAIRMAN

A handwritten signature in blue ink, appearing to read "John Calleja".

John Calleja
MANAGING DIRECTOR

PO Box 165 Tatura Victoria 3616 Australia | Email reception@gmwater.com.au | Phone 1800 013 357 | Website www.gmwater.com.au

13 ANNEXURE F: ENVIRONMENTAL POLICY STATEMENT

Environment Policy Statement



July 2015 DM#4005319

GMW is committed to the prevention of pollution, environment protection and sustainability initiatives by:

1. Minimising detrimental effects while maximising opportunities

We will achieve this through:

- Achieving compliance with relevant legislation and apply a risk based approach that results in continual improvement.
- Strengthening environmental expectations on our staff and contractors through effective environmental controls in our contracts.
- Promoting awareness and understanding of sustainability and environmental issues to our staff.
- Monitoring, measuring and reporting on our environmental performance.

2. Mitigating threats to delivering water services

We operate water systems within open catchments that are popular places to visit. To mitigate environmental threats to the delivery of water services from these activities and other physical climatic changes, we will:

- Achieving compliance with relevant legislation and apply a risk based approach that results in continual improvement.

- Strengthening environmental expectations on our staff and contractors through effective environmental controls in our contracts.
- Promoting awareness and understanding of sustainability and environmental

3. Maintaining strategic involvement

There are a number of stakeholders interested in the management of our water storages and our delivery network, therefore we will:

- Optimise internal and external stakeholder networks and partnerships to anticipate and prepare for future environmental changes that will impact on our sustainable delivery of water services.
- Target stakeholder engagement to influence catchment outcomes of benefit to GMW activities and increase stakeholder confidence.
- Capitalise on our expertise to deliver programs that contribute to reducing the region's irrigation environmental footprint.

Sarah Scales
CHAIRMAN

John Calleja
MANAGING DIRECTOR

PO Box 165 Tatura Victoria 3616 Australia | Email reception@gmwater.com.au | Phone 1800 013 357 | Website www.gmwater.com.au

14 ANNEXURE G: VICTORIAN INDUSTRY PARTICIPATION POLICY

14.1 Overview

The Victorian Industry Participation Policy (VIPP) seeks to maximise opportunities for Australian, New Zealand and Victorian suppliers (Local Suppliers) to compete for government business on the basis of best value for money over the life of the goods or services. The VIPP is implemented by Victorian Government departments and agencies to help drive local industry development.

The VIPP applies to Government procurement activities, construction activities, Major Projects, Major Events, Public Private Partnerships and investment support, business development and community infrastructure grants above the threshold values of \$3 million or more in Metropolitan Melbourne and \$1 million or more in Regional Victoria.

14.2 Contestable Items

Contestable items are goods or services within a procurement activity for which there are competitive international suppliers and Local Suppliers. The VIPP requires that government agencies consider local content commitments, particularly in respect of 'contestable items', as a key criterion in tender evaluation and other relevant procurement processes.

The contestable items within the scope of this Request for Tender are:

- a) Fencing Materials
- b) Fencing Installation Services

14.3 Statement of Intent

The Agreement between Suppliers and the contracting agency must include a Statement of Intent which outlines how Suppliers, will ensure Local Suppliers have the opportunity to participate in government work.

In the Statement of Intent, the Supplier will describe how:

- a) local industry will be engaged or made aware of opportunities to supply into activities undertaken by the panel Prequalified Supplier; and
- b) the Industry Capability Network (ICN) will be engaged to make local industry aware of opportunities to supply into activities undertaken by the Supplier.

A template Statement of Intent is included in the Contract included with the documentation for this tender. The template will be replaced with the bidder's Statement of Intent in the final contract agreed with Panel Suppliers.

ICN can assist bidders for Panel Supply contracts with developing their Statement of Intent. See below for contact details for ICN.

14.4 Reporting on VIPP Outcomes

If the cumulative value of all goods provided by Panel Suppliers to all purchasers under the contract meets or exceeds the VIPP Threshold (defined below), Panel Suppliers are required to report to the agency on:

- a) the opportunities it identified for Local Suppliers; and
- b) the extent to which Local Suppliers were engaged in delivering the Contestable Items.

The VIPP Threshold means either:

- a) \$1 million in Regional Victoria¹; or
- b) \$3 million in metropolitan Melbourne or for state-wide activities.

14.5 Further Information and Assistance

The Department of State Development, Business and Innovation (**DSDBI**) have prepared guidelines for Suppliers on the application of VIPP to procurement in 'Implementing the VIPP - Suppliers Guidelines' (**Guidelines**). A copy of the Guidelines and further information about VIPP as well as useful templates are available on the DSDBI website at www.dsdbi.vic.gov.au/vipp.

ICN provides free services to assist bidders. ICN's services are available during the tendering process to assist bidders in preparing their Statement of Intent and to assist successful bidders in implementing the VIPP.

For further information or assistance, bidders can contact ICN on (03) 9864 6700 or visit www.icnvc.org.au/vipp

¹ Regional Victoria has the same meaning as that term is defined in the Regional Growth Fund Act 2011.

14.6 Statement of Intent

[Insert the successful bidder's signed Statement of Intent here]

I, _____ commit to the
[full name, job title, organisation]

objectives of the Victorian Industry Participation Policy Act 2003 (the **VIPP Act**), in

undertaking Plant Hire Prequalified Supplier Register – CGM294125 for the
[panel name and reference number]

duration of the contract with Goulburn-Murray Rural Water Corporation .
[agency]

The VIPP Act objectives are:

1. promoting employment and business growth by expanding market opportunities for local industry;
2. providing contractors with increased access to, and raised awareness of, local industry capability;
3. exposing local industry to world's best practice in workplace innovation, e-commerce and use of new technologies and materials; and
4. developing local industry's international competitiveness and flexibility in responding to changing global markets by giving local industry a fair opportunity to compete against foreign suppliers.

Local industry will be able to engage in work undertaken during the course of the panel contract by:

- [describe how local industry will be engaged or made aware of opportunities to supply into activities undertaken by the panel Prequalified Supplier]
- [describe how ICN will be engaged to make local industry aware of opportunities to supply into activities undertaken by the panel Prequalified Supplier].

[signature]

[full name]

/ /
[date]

15 ANNEXURE H: SAFETY AGREEMENT

16 Schedule 1: Prequalified Supplier Details

Prequalified Supplier Details		
Prequalified Supplier Registered Business Name		Registered for GST <input type="checkbox"/> Yes <input type="checkbox"/> No
Trading Name		
ABN/ACN		
Registered Business Address		
Website		
Entity Status	<input type="checkbox"/> Incorporated Body <input type="checkbox"/> A Trust <input type="checkbox"/> Joint Venture <input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Partnership <input type="checkbox"/> Other (please specify below) <hr/>

Service Provider Contact Details for Contract Notices	
Name	
Position	
Email	
Phone	
Fax	
Mobile	

Service Provider Contact Details No.1	
Name	
Position	
Email	
Phone	
Fax	
Mobile	

Service Provider Contact Details No.2	
Name	
Position	
Email	
Phone	
Fax	
Mobile	

17 Schedule 2: Insurance Information

Please provide details of the following insurances below:

Public Liability Insurance	
Name of Insurance Companies	
Policy Number(s)	
Expiry Date(s)	
Policy amount (per occurrence)	

WorkCover Insurance	
Name of Insurance Companies	
Policy Number(s)	
Expiry Date(s)	

Please attached certificates as part of your application.

18 Schedule 3: Prequalified Supplier Services

Please indicate which service(s) can be provided.

Prequalified Supplier Name: [Insert Organisation Name]

Instructions: Please complete one schedule per plant equipment. If over 5 plant items please contact GMW of plant.register@gmwater.com.au and provide a catalogue of your plant types.

Services Category	Capacity	Variables	Related Accessory
<input type="checkbox"/> Excavator Manufacture Year_____	<input type="checkbox"/> 0 - 15 Tonne <input type="checkbox"/> 15 - 25 Tonne <input type="checkbox"/> 25 - 35 Tonne <input type="checkbox"/> 35+ Tonne	<input type="checkbox"/> Standard <input type="checkbox"/> Reduced Radius <input type="checkbox"/> Zero Swing <input type="checkbox"/> Long Reach	<input type="checkbox"/> General Purpose Bucket <input type="checkbox"/> Mud Bucket <input type="checkbox"/> Weed/Sludge Bucket <input type="checkbox"/> Winged Bucket <input type="checkbox"/> Compaction Wheel <input type="checkbox"/> Tilt Hitch / Bucket <input type="checkbox"/> Ripper <input type="checkbox"/> Saw Blade <input type="checkbox"/> Log Grab <input type="checkbox"/> Vibrating Plate <input type="checkbox"/> Sheet Pile Driver <input type="checkbox"/> 2D GPS <input type="checkbox"/> 3D GPS
<input type="checkbox"/> Tip Truck Manufacture Year_____	<input type="checkbox"/> 10m3		<input type="checkbox"/> Tarp on Body <input type="checkbox"/> Swing Tailgate
<input type="checkbox"/> Tip Truck & Tipper Trailer Manufacture Year_____	<input type="checkbox"/> 10m3	<input type="checkbox"/> Dog Trailer <input type="checkbox"/> Super Dog (3 Axle) <input type="checkbox"/> Quad Dog (4 Axle)	<input type="checkbox"/> Tarp on Body <input type="checkbox"/> Swing Tailgate <input type="checkbox"/> Rock Body
<input type="checkbox"/> Float & Prime mover Manufacture Year_____	<input type="checkbox"/> 0 - 15 Tonne <input type="checkbox"/> 16 - 25 Tonne <input type="checkbox"/> 25 - 35 Tonne <input type="checkbox"/> 35+ Tonne <input type="checkbox"/> Other	<input type="checkbox"/> Fixed Width Deck <input type="checkbox"/> Spread Deck	
<input type="checkbox"/> Lifting Equipment (Mobile Cranes / Forklifts) Manufacture Year_____	<input type="checkbox"/> 0 - 5 Tonne <input type="checkbox"/> 5 - 10 Tonne <input type="checkbox"/> 10 - 15 Tonne <input type="checkbox"/> 15 to 25 Tonne <input type="checkbox"/> 25 to 50 Tonne <input type="checkbox"/> 50 to 100 Tonne <input type="checkbox"/> Other	<input type="checkbox"/> All Terrain <input type="checkbox"/> Truck Mounted Cranes <input type="checkbox"/> Pick and Carry (Franna) <input type="checkbox"/> Forklift <input type="checkbox"/> Crane Truck <input type="checkbox"/> Slewing	
<input type="checkbox"/> Motor Graders Manufacture Year_____	<input type="checkbox"/> Small Blade (Specify) <input type="checkbox"/> 12ft Blade <input type="checkbox"/> 14ft Blade <input type="checkbox"/> Other (Specify)		<input type="checkbox"/> Rippers <input type="checkbox"/> Harrows <input type="checkbox"/> 2D GPS <input type="checkbox"/> 3D GPS

<input type="checkbox"/> Compactor Manufacture Year_____	<input type="checkbox"/> 0-5 Tonne <input type="checkbox"/> 5 - 10 Tonne <input type="checkbox"/> 10 - 20 Tonne <input type="checkbox"/> 20+ Tonne	<input type="checkbox"/> Self-Propelled Smooth Drum <input type="checkbox"/> Self-Propelled Padfoot <input type="checkbox"/> Trench Roller (Remote Control)	
<input type="checkbox"/> Wheeled Loaders (Front End Loaders) Manufacture Year_____			
<input type="checkbox"/> Articulated Dump Truck Manufacture Year_____	<input type="checkbox"/> 0-10 tonne <input type="checkbox"/> 10 – 20 tonne <input type="checkbox"/> 20 to 30 tonne <input type="checkbox"/> 30 tonne +		
<input type="checkbox"/> Water Trucks Manufacture Year_____	<input type="checkbox"/> 0-5000lt <input type="checkbox"/> 5000lt - 10,000lt <input type="checkbox"/> 10000 to 15000lt <input type="checkbox"/> 15000lt +	<input type="checkbox"/> All Terrain <input type="checkbox"/> Road Registered <input type="checkbox"/> Articulated	<input type="checkbox"/> Water Cannon <input type="checkbox"/> Front Mounted Boom <input type="checkbox"/> Rear Mounted Boom
<input type="checkbox"/> Dozer Manufacture Year_____	<input type="checkbox"/> D6 or equivalent <input type="checkbox"/> D7 or equivalent <input type="checkbox"/> D8 or equivalent	<input type="checkbox"/> Swamp Tracks <input type="checkbox"/> Standard Tracks	<input type="checkbox"/> Rippers
<input type="checkbox"/> Bobcat Manufacture Year_____		<input type="checkbox"/> Auger (Specify) <input type="checkbox"/> Spreader Bar / Smudge Board	
<input type="checkbox"/> Combination Plant Manufacture Year_____	<input type="checkbox"/> Bobcat <input type="checkbox"/> 5 - 10 Tonne (exc) <input type="checkbox"/> 10 - 20 Tonne (exc)	<input type="checkbox"/> Tipper <input type="checkbox"/> Tag-a-long trailer <input type="checkbox"/> Truck <input type="checkbox"/> Excavator	<input type="checkbox"/> <input type="checkbox"/>

19 Schedule 4: OHS Management System Questionnaire

19.1 Prequalified Supplier's OHS Management System Questionnaire

This questionnaire forms part of Goulburn-Murray Water's Offer evaluation process and is to be completed by Prequalified Suppliers and submitted with their Offer. The objective of the questionnaire is to provide an overview of the status of the Prequalified Supplier's OHS management system. Prequalified Suppliers may be required to verify their responses noted in their questionnaire by providing additional evidence of their ability and capacity in relevant matters.

All Prequalified Supplier's are required to complete:

- either Part A or Part B, and
- Part C, and
- Part D.

19.2 Part A – Certification under a Listed Scheme

If the Prequalified Supplier is accredited under one of the following listed schemes then the Prequalified Supplier must specify which one(s) and must provide a copy of current certification under such scheme(s) with its Offer.

		Yes	No
1	AS 4801-2000 Occupational health and safety management systems	<input type="checkbox"/>	<input type="checkbox"/>
2	CCF Civil Construction Management Code	<input type="checkbox"/>	<input type="checkbox"/>
3	SafetyMAP	<input type="checkbox"/>	<input type="checkbox"/>

19.3 PART B – Non Certification Under a Listed Scheme

Where the Prequalified Supplier is not certified under a scheme listed in Part A, the Prequalified Supplier must complete Part B of this Schedule.

		Yes	No
1	OHS Policy and Management		
1.1	Is there a written company health and safety policy? <i>If yes provide a copy of policy.</i> <i>Comments.</i>	<input type="checkbox"/>	<input type="checkbox"/>
1.2	Is there a company OHS Management System manual or plan? <i>If yes provide a copy of contents page(s).</i> <i>Comments.</i>	<input type="checkbox"/>	<input type="checkbox"/>
1.3	Are health and safety responsibilities clearly identified for all levels of staff? <i>If Yes provide details:</i>	<input type="checkbox"/>	<input type="checkbox"/>
2	Safe Work Practices and Procedures		
2.1	Has the company prepared safe operating procedures or specific safety instructions relevant to its operations? <i>If yes, provide a summary listing of procedures or instructions.</i> <i>Comments.</i>	<input type="checkbox"/>	<input type="checkbox"/>
2.2	Does the company have any permit to work systems? <i>If Yes, provide a summary listing all permits:</i>	<input type="checkbox"/>	<input type="checkbox"/>
2.3	Is there a documented incident investigation procedure? <i>If Yes provide a copy of a standard incident report form.</i>	<input type="checkbox"/>	<input type="checkbox"/>

		Yes	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>	<input type="checkbox"/>	<input type="checkbox"/>
2.5	Are there procedures for storing and handling hazardous substances? <i>If Yes, provide details</i>	<input type="checkbox"/>	<input type="checkbox"/>
2.6	Are there procedures for identifying, assessing and controlling risks associated with manual handling? <i>If Yes, provide details.</i>	<input type="checkbox"/>	<input type="checkbox"/>
3 OHS Training			
3.1	Describe how health and safety training is conducted in your company.		
3.2	Is a record maintained of all training and induction programs undertaken for employees in your company? <i>If Yes, provide examples of safety training records</i>	<input type="checkbox"/>	<input type="checkbox"/>
4 Health and Safety Workplace Inspection			
4.1	Are regular health and safety inspections at worksites undertaken? <i>If Yes, provide details:</i>	<input type="checkbox"/>	<input type="checkbox"/>
4.2	Are standard workplace inspection checklists used to conduct health and safety inspections? <i>If Yes, provide details or examples:</i>	<input type="checkbox"/>	<input type="checkbox"/>
4.3	Is there a procedure by which employees can report hazards at workplaces? <i>If Yes, provide details</i>	<input type="checkbox"/>	<input type="checkbox"/>

		Yes	No
5	Health and Safety Consultation		
5.1	Is there a workplace health and safety committee?	<input type="checkbox"/>	<input type="checkbox"/>
5.2	Are employees involved in decision making over OHS matters? <i>If Yes, please provide details</i>	<input type="checkbox"/>	<input type="checkbox"/>
5.3	Are there employee elected health and safety representatives? <i>Comments</i>	<input type="checkbox"/>	<input type="checkbox"/>
6	OHS Performance Monitoring		
6.1	Is there a system for recording and analysing health and safety performance statistics? <i>If Yes provide details:</i>	<input type="checkbox"/>	<input type="checkbox"/>
6.2	Are employees regularly provided with information on company health and safety performance? <i>If Yes, provide details.</i>	<input type="checkbox"/>	<input type="checkbox"/>
6.3	Has the company ever been convicted of an occupational health and safety offence? <i>If Yes, provide details.</i>	<input type="checkbox"/>	<input type="checkbox"/>

19.4 PART C – Company Contract References

1. Company References

The Prequalified Supplier must provide the following information for the three most recent contracts completed by the company:

	Contract 1	Contract 2	Contract 3
Contract Description			
Client			
Contact			
Phone No			

2. Contract OH&S Statistics

The Prequalified Supplier must provide the following information for the three most recent contracts completed by the company:

	Contract 1	Contract 2	Contract 3
Number of lost time injuries			
Number of person days on contract			
Total days lost due to injuries			

2. Lost Time Injuries

The Prequalified Supplier must provide the following information relating to the preceding 12 month period:

Number of lost time injuries	
Total number of person days lost to injury	
Total number of person days worked	

19.5 PART D – OH&S Certification

Certification

The information provided in this questionnaire is an accurate summary of the company's occupational health and safety management system.

Company Name:

Signed:

Name:

Position:

Date:

Contract Details

Contract Name: Contract Number:

20 Schedule 5: Financial Declaration and Information

20.1 Financial Declaration		
Tick <input checked="" type="checkbox"/> the applicable box	Yes	No
(a) Are there any significant events, matters or circumstances which have arisen since the end of the last financial year which may affect the operations of the Prequalified Supplier?		
(b) Are there any mergers or acquisitions that can be notified, either recent (within the past 12 months) or which are imminent?		
(c) Are there any court proceedings of any kind, actual or threatened, against the Prequalified Supplier, its parent or associated entities or any director of the applicant its parent or associated entities within the past 5 years?		
(d) Are there any insolvency or bankruptcy actions against the applicant, a director of the Prequalified Supplier, or its parent or associated entities within the past 5 years?		
(e) Are there any de-registration actions against the Prequalified Supplier, its parent or associated entities within the past 5 years?		
(f) Are there any actions of insolvency proceedings, actual or threatened (including Voluntary Administration, Application to Wind Up, or other) against the Prequalified Supplier, its parent or Associated entities within the past 5 years?		
(g) Are there any breaches of or defaults under any agreement, contract, order or award binding on the Prequalified Supplier, or its parent or associated entities?		
(h) Are there any other factors which could impact on the financial ability to successfully perform Services under the Agreement?		
(i) Is the Prequalified Supplier trading solvent, and able to meet its debts as and when they fall due in the normal course of business'?		
1. Provide full details of the applicable circumstances if you answered "Yes" to any of questions (a) – (h) or if you answered "No" to question (i). Otherwise, state "Not Applicable."		

20.2 Financial Information

Does the Prequalified Supplier agree to provide to the Corporation (if requested) its financial data concerning its business and related entities including:

Tick <input checked="" type="checkbox"/> the applicable box	
Yes	No

- a. a summary of charges, (registered or otherwise) liens or encumbrances affecting the assets or the ownership of the Service Provider
- b. details of the Service Provider's Bank and details of Overdraft facilities, Bills and or Bank Guarantees currently in place;
- c. details of the existence of Cross Guarantees by the Service Provider with its parent or associated entities;
- d. details of the actual, expected or contingent liabilities of the Service Provider and its parent entity, as at the Quote Closing, which may affect the Service Provider's ability to meet contractual obligations;
- e. any changes to company structure or to ownership or to directors that can be notified, either recent (within the past 12 months) or which are imminent;
- f. audited financial statements comprising profit and loss account, cash flow statement, balance sheet and supporting notes for the preceding three years for the Service Provider and related entities (e.g. Parent company);
- g. where audited financial statements are not available for the Service Provider or related entities, management accounts for the Service Provider or its related entities, including all profit and loss information, for the preceding three years;
- h. where there has been a period greater than three months between the end of the Service Provider's most recent financial year and the Quote Closing for this Quote, the most recent management accounts of the Service Provider and its related entities, including profit and loss statement, cash flow statement, balance sheet and other relevant financial information;
- i. details of the proposed means of funding which will, in the short and long term, provide for the acquisition of sufficient assets and working capital to meet the requirement of this contract; a cash flow statement may be required;
- j. a statement from a recognised accounting firm (being a member of the Australian Society of Accountants or the Institute of Chartered Accountants in Australia or a similar organisation if the Service Provider is based outside Australia) attesting to the financial capability of the Service Provider to meet contractual obligations;
- k. details of the full corporate and ownership structure of the group of which the Service Provider is a member entity, including a group structure chart showing ownership details;
- l. details regarding principals of the Service Provider (directors, partners including key staff) qualifications and business experience;
- m. details of the Service Provider's contract performance history for the past 24 months including past projects, type and amount of contract;
- n. details of current Work in Progress including details of current contracts with State Government Agencies; Local Government and Federal Government; and
- o. any other factors the Service Provider believes will support its position by demonstrating its financial capacity to meet contractual obligations.

THIS PAGE HAS BEEN LEFT BLANK