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(Westernport Water is the trading name for Westernport Region Water Corporation)

REQUEST for TENDER

for

TENDER NAME:

PROVISION OF CLEANING SERVICES for 2012/13

TENDER NUMBER: 2012/01

Notes to Tenderer's:

- 1. Tenderer's requesting tender documents by email shall register their contact details at westport@westernportwater.com.au to ensure receipt of Tender Addenda.**
- 2. A compulsory Site Visit is scheduled for Wednesday 8th February 2012.**

TENDERS CLOSE: 4.00pm Wednesday 22nd February 2012 with

Managing Director

Westernport Water

2 Boys Home Road

NEWHAVEN, Victoria 3925

VERSION CONTROL	AUTHOR/DATE	REVIEW/COMMENT	DATE
Version 1, 1 st Draft	RMc 10/01/2012		
Version 2	GB 20/10/2012	GB/RMc/CH	20 th January 2012

INDEX OF DOCUMENTS

The documents listed below and associated conditions of contract, contract specifications, schedules and drawings, whether attached hereto or not, constitute the Tender Documents.

The documents marked thus # are not included at tender stage but will be included in the Contract Documents.

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WESTERNPORT
WATER.

PART A - CONDITIONS OF TENDERING

Provision of Cleaning Services 2012/13

REQUEST for TENDER DOCUMENTS

for

PROVISION OF CLEANING SERVICES 2012-13

PART A - CONDITIONS OF TENDERING**1 Background**

Westernport Region Water Corporation (the "Principal") is seeking Tenders from a suitably experienced contractor for the provision of cleaning services for its buildings located at Newhaven, Cowes, Corinella, and Candowie Reservoir (Almurta).

The following information on **Conditions of Tendering** is to be read in conjunction with the Principal's **Cleaning Specification** (the Services) contained in **Part B** of this request for tender. Where there is a conflict of information between clauses in the Cleaning Specification and the information in these 'Conditions of Tendering', the 'Conditions of Tendering' shall take precedence.

2 Scope of Services

Full details on the scope of Services and the Principal's requirements are included in **Part B – Cleaning Specification** of the Request for Tender documents

It is intended that the contract will commence at the beginning of April 2012 and conclude at the end of March 2014 with an option to extend the contract for a further two (2) years at the Principal's absolute discretion.

3 Contract Type

All Services shall be provided in accordance with **Part C – Conditions of Contract** of this Request for Tender document. The contract is Australian Standard **AS 4921-2003 General Conditions of Contract for the Provision of Asset Maintenance and Services (Short version)**. Westernport Region Water Corporation will be the Principal for this Contract.

4 Tender Submissions

The Tenderer shall include with their Tender the following:

- i) Completed Schedules in Part A – Conditions of Tendering
- ii) Australian Business Number (ABN) and proof of Registration for GST

All tenders shall be addressed to:

The Managing Director
Westernport Water
2 Boys Home Road
NEWHAVEN, Victoria 3925

5 Tender Timetable

The Principal advises Tenderers that the following timetable will apply for the tender process:

ACTIVITY	DAY	DATE
Advertise Request For Tender	Wednesday	1 st February 2012
Mandatory Site Visit	Wednesday	8 th February 2012
Tender Closing Date	Wednesday	22 nd February 2012
Tender Short List Interviews*	Wednesday	29 th February 2012
Announcement of Preferred Tender *	Friday	2 nd March 2012

* Subject to Principal approval processes

6 Principal's Representative:

All Tenderer's enquiries during the tender period should be directed in the first instance to:

Christine Hammond, Executive Assistant
Westernport Water
2 Boys Home Road, Newhaven, Victoria 3925
Telephone: (03) 5956-4118
Facsimile: (03) 5956-4101
E-mail: chammond@westernportwater.com.au

7 Mandatory Site Visit

All Tenderers must attend the compulsory site visit to be held at 10:30am on Wednesday 8th February 2012 at the Newhaven Administration Offices.

Tenderers shall notify the Principal's Representative, Christine Hammond, that they will be attending the site visit.

If a tenderer lodges a tender but fails to attend the Site visit, the tender will be deemed to be non-conforming and will not be considered in the Tender Assessment.

8 Tender Lodgement

Tenders may be lodged with the Principal by hand delivery, or by mail, or by e-mail or by facsimile (fax) as follows:

8.1 Hand Delivery and Mail Lodgement:	
Address of Tender Box	Tender Box, 2 Boys Home Road, NEWHAVEN, VICTORIA 3925
Hours of access to Tender Box	8:30am – 5pm, Monday - Friday
Lodgement Requirements	<p>2 Tenderers shall include an electronic copy of the submission</p> <p>3 It is the Tenderer's responsibility to ensure that mailed submissions reach the Corporation in sufficient time to enable Corporation staff to place them in the Tender Box before tender closing time.</p>
8.2 Email Lodgement	
Address of Tender Box	tender@westernportwater.com.au
Lodgement Requirements	<p>1. It is the Tenderer's responsibility to ensure that the e-mail is received in sufficient time for Corporation staff to print the documents and then place them in the Tender Box before the tender closing time.</p> <p>2. The Tenderer shall time/date stamp and post the original tender documentation to verify that the documents were emailed before the closing time.</p> <p>3. Confidentiality of emailed documents cannot be guaranteed</p> <p>Please ensure the email file is no larger than 5MB.</p>
8.3 Facsimile Lodgement	
Address of Tender Box	Fax number 03 5956 4101
Lodgement Requirements	<p>1. It is the Tenderer's responsibility to ensure that the fax is received in sufficient time for Corporation staff to place the documents in the Tender Box before the</p>

	closing time. 2. The Tenderer shall time/date stamp and post the original tender documentation to verify that the documents were faxed before the closing time. 3. Confidentiality of faxed documents cannot be guaranteed	
8.4 Label on Tender Submissions		
The information to be marked on Tender submissions including envelopes, email message headers and facsimile cover sheets	Tender Name:	Provision of Cleaning Services 2012-13
	Tender Number:	2012/01
	Tender Closing Time/Date	4pm 22 nd February 2012

Failure to comply with these conditions will render the Tender non-conforming.

Tenders not lodged in the Tender Box by the designated tender closing time will not be considered by the Principal

9 Discrepancies in Tender Documents

Upon receipt of the Tender documents the Tenderer shall immediately check that all pages and attachments of the Specification and the accompanying documents have been received in legible form. If discrepancies exist the Tenderer shall at once notify the Principal. No claim will be recognised as resulting from failure to receive such documents in incomplete or illegible conditions.

If a Tenderer becomes aware of any discrepancies or omissions in the documents, they shall advise the Principal in writing of this as soon as possible but not later than the tender closing time.

10 Differences in Tender Words and Figures

Where there is any difference between prices or amounts quoted in words and in figures, then the words shall prevail.

In the event that documentation comprising the Contract contains any discrepancy or inconsistency then the order of precedence shall be;

- (i) Covering letters including any letter accompanying the tender, the form of tender, the letter of acceptance of the tender, and any Addenda issued to the Tenderers
- (ii) Specification
- (iii) Drawings
- (iv) The Conditions of Contract

11 Corrections

Any corrections made by Tenderers in any document forming part of their tender submission shall be made by ruling out the information to be omitted and inserting the correct information.

The Tenderer shall initial all such corrections.

12 Information Made Available to Tenderers

The Principal will make available any information relevant to the Contract. However, this information is owned by the Principal and may not be complete or current. It is the Tenderer's responsibility to confirm and acquire any outstanding information required to complete the Tender.

13 Tenderers to Inform Themselves Fully

If a Tenderer has any doubt as to the meaning of any portion of the Tender Documents they shall either:

- (i) ask the Principal for clarification, which clarification shall be valid only if issued in writing; or
- (ii) submit the Tender and include a statement of the interpretation upon which they rely and on which his Tender has been prepared

Any clarification given pursuant to this clause may also be issued to all other prospective Tenderers.

14 Responsibility for Services

If in the opinion of the Tenderer, any specified details of the proposed Services or programming are likely to prevent them from, or prejudice them in fulfilling any of their obligations under the Contract, they shall submit details thereof with their tender, shall tender primarily in accordance with the Specification, and shall submit price variations and full details of the changes they suggest.

15 Tendering Considerations

15.1 Rise and Fall

The calculation of prices for this tender shall exclude rise or fall adjustments in cost unless otherwise stated in **Part C - Conditions of Contract, Annexure Part A** to this Request for Tender.

15.2 Monthly Payment Arrangements

Tenderers shall allow for progress payment claims to be processed monthly and payments to be made within thirty (30) days of approval of the claims unless described otherwise in Part C of the Request for Tender documents.

15.3 Tender Validity Period

The tender shall remain valid and open for acceptance for a period up to ninety (90) days after the tender closing date.

16 Assessment of Tenders Received

An analysis of the tender will be undertaken based on the information provided in the tender documents, the information obtained at interviews and information obtained from referees and other official sources.

17 Tender Evaluation Criteria

The Principal will evaluate tenders based on a the basis of how adequately they meet the requirements for the Contract as outlined in the Request for Tender

The intent of the evaluation criteria is to ensure that the Principal selects the tender that offers best value for money.

Each tender shall be scored for how well it meets each requirement on a scale of 0 to 5 (with 5 being the best score).

The Principal has established weightings for each requirement. The weighting shall be applied to each score to give an overall score for each requirement.

Tenderers shall note that in this tender the following weightings will be applied to the information submitted in the tender responses:

Tender Criteria	Weighting %
Experience, Capability, References	25
Compliance: OHS&E, Environmental Plan, Insurances, Contract terms	25
Annualised Tendered Rates	50
Total	100

The Successful Tender will be the tender that achieves the highest score.

18 Alternative Tenders

An alternative, non conforming tender may be submitted and will receive consideration provided a conforming tender is also submitted by the Tenderer. The Tenderer shall provide information to adequately describe the alternative tender and submit any further information that the Principal requests for the purpose of assessing the alternative tender.

The Tenderer shall clearly state the benefits associated with the alternative tender. There shall be significant advantage to the Principal and a sound basis for the alternative proposal if an alternative tender is to be accepted.

Alternatives will be assessed by using the same criteria as for the conforming tenders.

19 Informal Tenders

Any Tender may be rejected which does not comply with the requirements of or which contains provisions not required by the Request for Tender documents.

20 Acceptance of Tender

It is anticipated that notification to the successful Tenderer will occur in writing on the date listed in Section 5. Following the Principal's acceptance of the tender the Successful Tenderer shall execute the Contract and return it to the Principal for execution.

The Principal will not be bound to accept, designate or nominate the lowest or any tender for this Contract.

21 Document Ownership and Record Keeping

Documents that comprise the Tender submission will become the property of the Principal, and shall be stored by both the Tenderer and the Principal for the period of time specified in **Section 12 Public Records Act 1973** (PROV).

REQUEST for TENDER DOCUMENTS**for****PROVISION OF CLEANING SERVICES 2012-13**

22 TENDERING FORMS and SCHEDULES

The documents upon which the Tenderer is to tender are all the documents contained in Part A, Part B and Part C of this Request for Tender.

The documents that shall be completed by the Tenderer and which will form part of the executed Contract are:

- Schedule 1: Tender Form
- Schedule 2: Schedule of Prices
- Schedule 3: Schedule of Rates for Variations
- Schedule 4: Schedule of Key Personnel, Sub- Contractors and Experience
- Schedule 5: Tenderer's OHS Management System Questionnaire
- Schedule 6: Not Used
- Schedule 7: Not Used
- Schedule 8: Tenderer's Environmental Management Systems
- Schedule 9: Not Used
- Schedule 10: Tenderer's Evidence of Insurances
- Schedule 11: Letter of Acceptance[#]
- Schedule 12: Form of Formal Instrument of Agreement[#]

Note: Tenderers shall complete all the Tender forms, except those marked [#], and lodge them as per Clause 8 of these Conditions of Tendering.

REQUEST for TENDER DOCUMENTS

For

PROVISION OF CLEANING SERVICES 2012-13

SCHEDULE 1: TENDER FORM

Name of Person(s)			
Name of Company			
At Address			
ABN			
	Hereby tender(s) to perform the work for Westernport Region Water Corporation ABN 63 759 106 755		
Description of Services	Tender No. 2012/01 PROVISION OF CLEANING SERVICES 2012-13		
For the Fixed Price of: (GST Exclusive)	Words		
	Figures \$		
List Documents	All documents, including tender forms, specifications, drawings and contract conditions detailed in the Request for Tender; Provision of Cleaning Services, Tender No. 2012/01.		
If the Tenderer is a firm the full names of two (2) the individual members of the firm shall be stated here and signed below			
Dated This		Day of	February 2012
Signature(s) of Tenderer			

REQUEST for TENDER DOCUMENTS

For

PROVISION OF CLEANING SERVICES 2012-13

SCHEDULE 2: SCHEDULE of FIXED PRICES

	Service Type	Services per year	Rate(\$) per site per Service ex GST					\$ Per year ex GST
			1. Newhaven Office	2. Newhaven Depot	3. Cowes	4. Corinella	5. Almurta	
		A						
1.	Daily cleaning	250*						
2.	Twice weekly cleaning	104						
3.	Weekly cleaning	52						
4.	Fortnightly cleaning	26						
5.	Quarterly cleaning	4						
6.	Six monthly cleaning	2						
TOTAL TENDER PRICE \$								

* Assumes 10 days not required for Public Holidays

Note:

- (i) The GST exclusive Total Tender Amount is to be transferred to the Tender Form.
- (ii) Payment Claims under the Contract shall be based on the breakdown of the lump sum price of the tender as stated in this Schedule.
- (iii) Each item shall be separately priced and in ink. Tenders, in which items and prices are grouped together, may not be considered.
- (iv) All prices to be in Australian dollars exclusive of GST.
- (v) General obligations, overheads, profit, liabilities and the cost of complying with the provisions of the Conditions of Contract, where not separately itemised in the Schedule shall be deemed to be included in all prices given.

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SCHEDULE 3: SCHEDULE of FIXED RATES for VARIATIONS

1. The Tenderer is required to state its labour charges per hour for the various classifications of personnel it proposes to use on the Services for instances when services are to be provided in accordance with an approved variation to the Contract. The rates shall include all equipment charges that are associated with the particular labour rate.
2. All rates shall to be in Australian dollars exclusive of GST.
3. All rates and charges shall include on-costs and all associated allowances, including allowances for profit and overheads.
4. The rates, charges and on-costs set out in this Schedule will be used to determine the value of Variations as described in the ***Conditions of Contract in Part C***
5. Note: The cost of Variations for the supply of consumables shall be determined by the Contractor producing a GST Tax Invoice from the consumable supplier with the cost of the particular consumable product plus a handling charge of ten (10) percent.

Name of Personnel	Service Duties	Rate(\$/hr) Excl GST
Direct Employee/Subcontractor		

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SCHEDULE 4: KEY PERSONNEL, SUBCONSULTANTS, EXPERIENCE & REFEREES

Tenderers are required to submit details of their proposed Key Personnel, the parts of the works that will be performed by sub-contractors and the Tenderers relevant experience in the following tables.

Tenderers shall also provide a chart of their company structure showing how the relevant personnel are included in the company structure.

Schedule 4.1: Key Personnel

The Tenderer shall describe the specific classification and skills of their team members who are deemed necessary to be engaged on the Services.

Role/Duties	Name of Person	Experience

Schedule 4.2: Nominated Sub-Contractors, Suppliers

The Tenderer is required to nominate those parts of the Services it proposes to subcontract and details of the Sub-consultants it proposes to engage:

Work/Role Sub-Contracted	Sub-Contractor, Supplier	Contact Person	Contact Person Phone

Schedule 4.3: Experience and Referees

The Tender shall provide a list of recent contracts of a similar nature it has undertaken and provide names and contact details of three (3) referees for the Tenderer's company and the sub-contractor's company:

Tenderer's Client	Contract Description	Referee	Phone No
Sub-Contractor's Clients	Contract Description	Referee	Phone No

REQUEST for TENDER DOCUMENTS**For****PROVISION OF CLEANING SERVICES 2012-13**

SCHEDULE 5: TENDERER'S OHS MANAGEMENT SYSTEM QUESTIONNAIRE

Tenderers shall complete the certification schedule and the questionnaire on the following pages. This questionnaire forms part of the tender evaluation process.

The objective of the questionnaire is to provide an overview of the status of the Tenderers' OHS Management System and shall form the basis of audits during the Contract. Tenderers shall be required to verify their responses noted in their questionnaire by providing evidence of their ability and capacity in relevant matters.

TENDERER OHS CERTIFICATION

Certification	
The information provided in this questionnaire is an accurate summary of the Tenderer's OHS Management System.	
Tenderer's Name:	
Status of Health & Safety Management System (please tick as appropriate)	
<input type="checkbox"/> Pre-qualified Department of Treasury and Finance Register (DTF) <input type="checkbox"/> Pre-qualified VicRoads Registration Scheme <input type="checkbox"/> 3 rd Party Accredited OHSMS (specify e.g A S 4801, SAFETYMAP, or equivalent)	
Provide a copy of current certificate of accreditation	
<u>If any of the above apply, then complete only Parts 6.3 and 7 of the questionnaire</u>	
<u>If none of the above apply, then complete all items of the questionnaire</u>	
<input type="checkbox"/> Assessment of Tenderer's system to be made by Westernport Water	
Signed:	Name:
Position:	Date:
Contract Details	
Contract Name: Provision of Cleaning Services 2012/13	Contract Number: 2012/01

TENDERER OHS MANAGEMENT SYSTEM QUESTIONNAIRE

		Yes	No
1	OHS Policy and Management		
1.1	Is there a written OHS policy?		
	<i>If yes provide a copy of policy. Comments.</i>		
1.2	Has the Tenderer previously had an OHS Management System certified/accredited by a recognised independent authority (eg: SafetyMAP, NSCA, etc)?		
	<i>If Yes provide details</i>		
1.3	Is there an OHS Management System manual or plan?		
	<i>If yes provide a copy of contents page(s). Comments</i>		
1.4	Are OHS responsibilities clearly identified for all levels of staff?		
	<i>If Yes provide details:</i>		
2	Safe Work Practices and Procedures		
2.1	Has the Tenderer prepared a safe operating procedure or specific safety instructions relevant to its operations?		
	<i>If yes, provide a summary listing of procedures or instructions. Comments</i>		

		Yes	No
2.2	Does the Tenderer have any permit to work systems?		
	<i>If Yes, provide a summary listing of permits:</i>		
2.3	Is there a documented incident investigation procedure?		
	<i>If Yes provide a copy of a standard incident report form.</i>		
2.4	Are there procedures for maintaining, inspecting and assessing the hazards of plant operated/owned by the Tenderer or supplied to the Tenderer?		
	<i>If Yes, provide details</i>		
2.5	Are there procedures for storing and handling hazardous substances?		
	<i>If Yes, provide details</i>		
2.6	Are there procedures for identifying, assessing and controlling risks associated with manual handling?		
	<i>If Yes, provide details</i>		
3	OHS Training		

		Yes	No
3.1	Describe how OHS training is conducted in your organisation		
3.2	Is a record maintained of all training and induction programs undertaken for employees in your organisation? <i>If Yes, provide examples of safety training records</i>		
4	OHS Workplace Inspection		
4.1	Are regular OHS inspections at worksites undertaken? <i>If Yes, provide details:</i>		
4.2	Are standard workplace inspection checklists used to conduct OHS inspections? <i>If Yes, provide details or examples:</i>		

		Yes	No
4.3	Is there a procedure by which employees can report hazards at workplaces?		
	<i>If Yes, provide details</i>		
5	OHS Consultation		
5.1	Is there a workplace OHS committee?		
.2	Are employees involved in decision making over OHS matters?		
	<i>If Yes, provide details</i>		
5.3	Are there employee elected representatives?		
	<i>Comments</i>		
6	OHS Performance Monitoring		
6.1	Is there a system for recording and analysing OHS performance statistics?		
	<i>If Yes provide details:</i>		
6.2	Are employees regularly provided with information on your organisation's OHS performance?		
	<i>If Yes, provide details:</i>		

		Yes	No
6.3	Has the Tenderer ever been convicted of an occupational health and safety offence?		
	<i>If Yes, provide details:</i>		
7	References for OH&S		
7.1	Please provide information for three (3) recent projects in the table below which the Principal will contact for reference purposes		
	Project 1	Project 2	Project 3
Contract Description			
Client name			
Client Contact			
Client Phone No			
Number of person days on contract			
Number of lost time injuries			
Total person days lost due to injuries			

REQUEST for TENDER DOCUMENTS

For

PROVISION OF CLEANING SERVICES 2012-13

SCHEDULE 6: TENDERER'S QUALITY ASSURANCE SYSTEM

Not Used

REQUEST for TENDER DOCUMENTS

For

PROVISION OF CLEANING SERVICES 2012/13

SCHEDULE 7: TENDERER'S ENVIRONMENTAL MANAGEMENT SYSTEM

Tenderers shall provide their company Environmental Management System with the Tender response including evidence of any accreditations for the system (eg AS ISO 14001 Environmental System).

Tenderers shall provide details in this Schedule of the environmental sustainability of the cleaning materials and cleaning products that will be used for the provision of services under this Contract as required in **Section 4.3.2 of the Specification**.

Equipment Description	Owned/Leased/Hired	Age (Yrs)	Date Tagged/Tested

Cleaning Product	Main Chemical Constituent	MSDS * (Attach to Tender) (Mandatory)	Low Environment Impact Endorsement (Attach to Tender)

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SCHEDULE 8: TENDERER'S PROJECT MANAGEMENT PLAN

Not Used.

REQUEST for TENDER DOCUMENTS**For****PROVISION OF CLEANING SERVICES 2012-13**

SCHEDULE 9 – TENDERER'S INSURANCE POLICIES

The Tenderer is required to provide evidence and currency of its insurance policies in the following table.

Insurance Type	Insured Amount (\$)	Expiry Date	Insurer
Public Liability			
Workers' Compensation (Work Cover)			
Long Service Leave & Superannuation			

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SCHEDULE 10: LETTER OF ACCEPTANCE#

Letter of Acceptance (Not Attached)

To be provided, when Contract is awarded

SCHEDULE 11: FORM of FORMAL INSTRUMENT OF AGREEMENT#

Form of Formal Instrument of Agreement AS 4950-2006 (Not Attached)

(To be inserted, when Contract is awarded)



WESTERNPORT
WATER.

(Westernport Water is the trading name for Westernport Region Water Corporation)

2 Boys Home Rd Newhaven, Vic 3925
P | 1300 720 711 F | 03 5956 4101
westport@westernportwater.com.au
ABN | 63 759 106 755

PART B – CLEANING SPECIFICATION

PROVISION OF CLEANING SERVICES 2012/13

REQUEST for TENDER DOCUMENTS

For

PROVISION OF CLEANING SERVICES 2012/13

PART B – SERVICES SPECIFICATION

B1 GENERAL

This **Part B – Services Specification** describes the Cleaning Services to be provided by the Contractor for the implementation of cleaning services at its buildings located at Newhaven, (administration building and depot), Cowes, Corinella, and Almurta (Candowie Reservoir).

The Specification contains requirements for the scope and nature of the cleaning services required at each site, the cleaning programs, and the procedures to be followed in the delivery of the services. These requirements will be used as “Performance Standards” that the Contractor shall meet in order to achieve satisfactory completion of the Contract.

1.1 Services Overview

The scope of work for the contract comprises the cleaning of the Principal's five (5) buildings located across the region at the sites shown in **Appendix A: Cleaning Site Locations**, and involves:

1. The supply, operation maintenance and repair of all equipment necessary to complete the specified works
2. The supply of all consumable cleaning products necessary to perform the services
3. **For Newhaven Administration building & Depot only** the supply all of consumable items in:
 - a. the kitchen including but not limited to clean tea towels, hand washing soap, dishwashing powder, dishwashing liquid, kitchen sponges, and
 - b. the toilets including but not limited to toilet tissue, paper hand towel and air fresheners
 - c. and the Contractor shall maintain a store of these products on the premises

1.2 Contractor's Performance Measures

The Principal's Representative and/or the Principal's Manager/Supervisor of the external sites shall meet with the Contractor quarterly to discuss quality and performance of the work specified in **Appendix B: Schedule of Cleaning Services**.

The performance of the contractor will be measured in accordance with the Cleaning Performance Rating Inspection Report as shown in **Appendix C: Cleaning Performance Rating Inspection Report**.

In the event of unsatisfactory performance or breach of contract the following action will be taken:

- (i) 1st Instance: The unsatisfactory performance will be reported to (either verbally or in writing) and discussed with Contractor by the Principal's Representative. This will be followed by written confirmation to the Contractor of the methods agreed to resolve the matter.
- (ii) 2nd Instance: The Contractor will be notified in writing by the Principal's Representative of the unsatisfactory performance. The Contractor and if appropriate the Contractor's employees will be required to attend a meeting with the Principal's Representative/s. This will be followed by written confirmation to the Contractor of the methods agreed to resolve the matter.
- (iii) 3rd Instance: The Contractor will be notified in writing by the Principal's Representative of the unsatisfactory performance. The Contractor shall be required to attend a meeting with the Principal's Representative and the Principal's Manager/Supervisor of the relevant site. At this meeting the Contractor shall be required to "show cause" why the Contract should not be terminated. If due cause is not shown, the Principal's Representative may recommend to the Principal that the Contract be terminated.

When the Principal's Representative notifies the Contractor in writing of an agreed method to resolve an unsatisfactory performance issue, the Contractor shall remedy the performance issue on or before the date of the next scheduled performance of the task as detailed in Appendix B.

B2 CONTRACT SCOPE AND REQUIREMENTS

2.1 Services Scope

The Scope of the Services shall be inclusive of, but not necessarily limited to, the descriptions of cleaning tasks described in **Appendix B: Schedule of Cleaning Services** for each of the sites. The Contractor shall perform all tasks specified in these schedules for each of the:

1. Daily tasks
2. Twice weekly tasks
3. Fortnightly tasks
4. Quarterly tasks
5. Six monthly tasks

The Contractor shall submit monthly invoices in arrears for the services performed using the rates tendered in the **Schedule 2: Schedule of Fixed Prices** as the basis of cost calculations.

The Principal's Representative may request the Contractor to carry out additional services from time to time during the Contract. In these circumstances the Principal's Representative will make the request in writing or confirm any verbal requests in writing to the Contractor. The Contractor shall submit a payment claim for these additional services using the tendered **Schedule 3: Schedule of Fixed Rates for Variations** as the basis of the cost calculation for the services.

2.2 Work by Others

The Principal will provide all consumables at the Cowes, Corinella and Almurta sites.

2.3 Insurances

The Contractor shall ensure that the following insurances are maintained for the duration of the Contract, and shall provide certificates of currency to the Principal's Representative prior to the date of commencement of the Contract at each anniversary of the Contract for the following classes of insurance:

1. Public Liability Insurance
2. Workers Compensation Insurance

B3 INFORMATION, REPORTS AND PROGRAMS

3.1 Information at Commencement

The Contractor shall meet with the Principal's Representative at the Commencement of the Contract to ensure that all data and any other resources required by the Contractor to undertake the Services are available to the Contractor.

The Principal's Representative will provide the data and make the resources available to the Contractor within (ten) 10 days of the meeting or at such other time/s as agreed between the Contractor and the Principal's Representative.

3.2 Cleaning Services Program

The cleaning program described in Section 2 above shall not be altered by the Contractor during the duration of the Contract without the written consent of the Principal's Representative.

Where the Principal's Representative requires changes to the Program the Principal's Representative will give the Contractor seven (7) days notice in writing to make the changes to the Program.

Where the alterations require additional services, and/or an increase in service level, the Contractor shall make a written request to the Principal's Representative for a Variation to the Contract. The Principal's Representative may accept or reject the request, and will do so within seven (7) days of receipt of the Contractor's request.

The Contractor shall implement the changes to the program as soon as practicable after receipt of written approval, with or without a Variation to the Contract, from the Principal's Representative.

3.3 Progress Reporting

Quarterly progress meetings shall be held between the Contractor and the Principal's Representative during the Contract to ensure the Services are proceeding in accordance with the schedules, frequency and quality defined in this Specification.

At these meetings the Contractor and the Principal's Representative and their other relevant personnel shall inspect each site and:

- (i) Complete the performance rating for each site as per Appendix C
- (ii) Identify and discuss matters that do not meet the relevant standards
- (iii) Agree on the Contractor's method and the time frame for the Contractor to rectify the deficiencies
- (iv) make a record (minutes) of the meeting and distribute the minutes to all persons attending the meeting

B4 CONTRACT PROCEDURES

4.1 Duties of the Contractor

The Contractor or Contractor's Representative, shall have appropriate experience in, and be capable of, carrying out duties including, but not limited to:

1. Cleaning of administration, depot and treatment plant buildings, including staff kitchens and toilets
2. Cleaning of internal and external glass windows and doors
3. Steam cleaning of carpets
4. Scrubbing and polishing of tiled floors

4.2 Contractor's Personnel

The Contractor shall provide sufficient personnel to undertake the services in accordance with the following requirements:

1. All services at Newhaven Administration Office and Newhaven Depot shall be completed at a mutually agreed time, before 7.30 am on working days and shall not start before 5 pm on working days
2. The Contractor shall provide at least two (2) personnel to undertake the twice weekly duties at Newhaven Administration Office and Newhaven Depot
3. All services at Cowes, Corinella and Almurta shall be performed during normal working hours at times to be agreed with the Principal's Representative

4.3 Occupational Health, Safety & Environment Compliance

The Contractor shall comply with current Occupational Health, Safety & Environmental (OHS&E) legislation and codes of practice.

The Contractor shall ensure that all employees undergo induction into the Principal's OHS&E procedures before they commence duties at any of the Principal's workplaces, and this shall include any new employee who commences duties at any time during the duration of the Contract.

4.3.1 Health, Safety & Environment Plan

The Contractor shall prepare and submit to the Principal's Representative a Health Safety and Environment Plan (HSE Plan) for the cleaning services. The HSE Plan shall demonstrate the Contractor's commitment to OHS&E issues and shall outline the structure and means by which health, safety and environmental issues will be managed by the Contractor. The HSE Plan shall consider the specific occupational health, safety and environmental risks relevant to the

services and the Contractor shall document the systems and methods to be implemented to effectively manage those risks.

Such systems and methods in the HSE Plan shall include, but not be limited to, the following:

1. A safety induction process for all persons engaged in the Contractor's activities
2. Appropriate protective clothing and equipment to be supplied by the Contractor and used by the Contractor's employees during the services
3. The use of cleaning agents which conform to acceptable "environmentally friendly" standards (Refer **Section 4.3.2** below)
4. Nomination of First Aid providers in accordance with relevant legislation, and provision of all first aid kits, and
5. Incident reporting and investigation procedures

If the Principal's Representative considers that the submitted Contractor's HSE Plan specific to the services does not show sufficient details, or is impracticable, or does not conform to the requirements of the Contract, the Principal's Representative may direct the Contractor in writing to amend the HSE Plan. The Contractor shall, within seven (7) days of such direction, resubmit the amended HSE Plan for acceptance.

4.3.2 Approved Cleaning Agents

The Contractor shall provide evidence to the Principal's Representative before Commencement Date of the Contract, and at any time during the Contract when cleaning agents are changed, that that all cleaning products have a low environmental impact as defined by an accredited third-party certifier.

The Contract shall not commence use of any cleaning agent until the Principal's Representative has agreed to its use for the purposes proposed by the Contractor.

The Contractor shall provide such documents confirming low environmental impact from sources such as:

1. Good Environment Choice Australia (GECA) for general cleaning products
2. Internationally equivalent endorsements, including: Green Seal (US), EcoLogo (Canada) and the Flower (the EU ecolabel) for items not covered by GECA's Standard, such as air fresheners, degreasers or strippers
3. Eco Specifiers' new rating program Green Tag, which will measure the life cycle of a cleaning product
4. evidence of AS:4351/1996 for ready biodegradability
5. evidence of low aquatic toxicity

6. evidence of low eco foot printing or carbon foot printing by an independent third party (i.e. a university), and
7. evidence of chemical-free methods such as microfibre technology, diamond buffing, electrolysis or similar
8. MSDS must be provided and approved by the Principal

The Principal's Representative may at any time request the Contractor to show evidence that any cleaning agent in use is in accordance with the documentation previously provided to the Principal's Representative about that cleaning agent by the Contractor.

4.3.3 Waste Minimisation

The Contractor shall follow the Principal's Environmental Policy and support waste minimisation initiatives in operation at the sites that are to be cleaned. This includes:

1. Disposal of materials from the Blue bins (PAPER & CARDBOARD) into the appropriate Council waste bin
2. Disposal of materials from the Yellow bins (MIXED RECYCLABLES) into the appropriate Council waste bin
3. Disposal of materials in the Red bins (LANDFILL) into the Council general rubbish bin

4.4 Work by Others

The Principal will ensure that its staff deposit the materials collected in the Red boxes at their work stations are deposited into the communal Red bins located in the workplace corridors.

4.5 Service Standards

The Contractor shall undertake activities of the Contract in accordance with all relevant Australian Standards, the Principal's Standards and this Specification.

The Contractor shall specifically comply with current Occupational Health Safety & Environmental Legislation and codes of practice.

The Contractor shall undertake all aspects of the delivery of services under this Contract with safety as a paramount consideration and shall be fully aware of, and compliant with, all the relevant statutory acts and regulations. The Contractor shall have in place a working safety policy and procedures that meet the requirements of all relevant legislation and regulations including, but not limited to:

- (a) the Occupational Health and Safety Act 2004 and its amendments
- (b) the Occupational Health and Safety Regulations 2007

- (c) the Dangerous Goods Act 1985
- (d) the Dangerous Goods (Storage and Handling) Interim Regulations 2011
- (e) the Environment Protection Act 1970 and amendments
- (f) the Principal's OHS&E policies and procedures which are available to the Contractor from the Principal's Representative and which may be amended by the Principal, and issued to the Contractor for the Contractor's reasonable compliance, at any time throughout the Contract duration

The Contractor shall seek clarification from the Principal's Representative in the event of a conflict between Standards, or between the Standards and this Specification.

B5 COMPLIANCE & RECORDS

5.1 Compliance Monitoring

The Principal's Representative may from time to time undertake monitoring activities (internal audits) to determine the degree of compliance of the Contractor with the requirements of the Contract.

The Principal's Representative reserves the right to extend the monitoring activities to include any sub-contractor engaged by the Contractor.

In the event that an activity or product has been identified as not complying with the requirements of the Contract as a result of monitoring activities undertaken by the Principal's Representative or its agents, the Contractor shall respond in writing within 5 business days of written notice indicating the corrective action/s taken to resolve the non compliance. The Contractor shall be responsible for all corrective action costs.

5.2 Contract Records

The Contractor shall maintain records of the Contract in accordance with the standards of **Section 12 Public Records Act 1973**.

The records of the Contract are defined as all of the following documents:

reports, plans, drawings, specifications, work method plans, safety plans, environmental plans, quality plans, programs, meeting minutes, instructions from the Principal's Representative, requests for information from the Contractor, Variation Orders, Invoices, payment receipts, authority permits and approvals and any other written or electronic records issued to the Principal's Representative during the Contract.

The Contractor shall be responsible to create, store, and secure the records so that they are accessible to the Principal's Representative during the Contract.

At the completion of the contract, the Contractor shall supply the Principal's Representative with all records created up to the time of Practical Completion.

These documents shall then become the property of the Principal.

The Contractor shall securely store a copy of all necessary records for a period of 7 years from the date of completion of the Contract.

B6 PRACTICAL COMPLETION CRITERIA

Before requesting a Certificate of Practical Completion from the Principal's Representative the Contractor shall ensure that the Contract complies with the following conditions:

- (i) All activities defined in the Services Scope have been completed
- (ii) There are no outstanding issues requiring Contractor rectification at the time that the Contractor requests a certificate of Practical Completion

Practical Completion in respect of the Services is achieved if the Principal's Representative is satisfied that the above conditions have been met, and the Principal's Representative will then issue a certificate of Practical Completion to the Contractor.

Appendix A CLEANING SITE LOCATIONS

This Appendix contains the addresses of all the properties that form the sites for the provision of the Cleaning Services.

Site Name	Street Address
Newhaven Administrative Offices	2 Boys Home Road, Newhaven, Victoria 3925
Newhaven Depot	2 Boys Home Road, Newhaven, Victoria 3925
Cowes (Cowes Waste Water Treatment Plant)	Pyramid Rock Road, Cowes 3922
Corinella (King Road Waste Water treatment Plant)	King Road, Corinella 3984
Almurta (Ian Bartlett Water Purification Plant at Candowie Reservoir)	Grantville–Glen Alvie Road, Almurta 3979

Appendix B SCHEDULE OF CLEANING SERVICES

NEWHAVEN ADMINISTRATIVE OFFICES:

WEEKDAY SERVICES to be COMPLETED by 7.30AM, and NOT STARTED BEFORE 5PM

Building Area	Cleaning Requirements	M	T	W	T	Fri or W/E	W/E
DAILY							
Toilets	Wash/clean all toilet bowls, hand basins & floors	x	x	x	x	x	
	Replenish toilet paper	x	x	x	x	x	
	Replenish soap	x	x	x	x	x	
	Replenish hand towels	x	x	x	x	x	
	Wash/clean toilets / showers.	x	x	x	x	x	
	Clean depot laundry trough and around machines						
	Empty, clean and reline and rubbish bins						
Staff Lunchroom	Wash/clean tables & bench tops	x	x	x	x	x	
	Vacuum/Sweep/mop all floor areas	x	x	x	x	x	
	Empty dishwasher and store dishes (or stack and put on, depending on daily requirement)	x	x	x	x	x	
	Empty, clean and line Landfill bins	x	x	x	x	x	
	Empty, clean and line Recyclables bins						
	Provide clean tea towels	x	x	x	x	x	
	Clean microwave oven	x	x	x	x	x	
	Provide clean dishcloths	x	x	x	x	x	
Front foyer & Reception	Sweep/Mop foyer and passageway tiled floor areas	x	x	x	x	x	
	Dust bench tops, furniture, wall hangings, window sills	x	x	x	x	x	
	Remove visible cobwebs	x	x	x	x	x	
TWICE WEEKLY							
Workstations, offices meeting rooms	Vacuum all carpeted floor areas		x		x		
	Vacuum all floor mats		x		x		
	Wash/wipe down & dust all benches and tables		x		x		
	Spot clean carpet / wall /floor stains/spills as required.		x		x		
	Empty clean and line Landfill and Recyclable bins in staff areas.		x		x		
	Wipe window sills, brush down cobwebs.		x		x		
WEEKLY							
Main Building	Dust workstation areas, including desktops, computer screens, telephones, bookshelves, photocopier, printers, cupboards, etc. <i>(Note papers etc. on desks are not to be disturbed.) but if staff have papers in "piles" these can be moved and then put back in order to facilitate a thorough cleaning of the workstation area.</i>					x	
	Dust window sills, remove cobwebs around windows.					x	

Building Area	Cleaning Requirements	M	T	W	T	Fri or W/E	W/E
	Wipe down paintwork on and around doors.					x	
	Place Council bins out for collection (Tuesday Collection)		x				
	Clean and polish taps, mirrors in all toilets					x	
	Clean internal glass door panels.					x	
FORTNIGHTLY							
Main Building	Wash (inside & outside) front entrance windows					x	
	Remove cobwebs at front entrance - inside and outside					x	
	Dust timber feature wall		x				
	Dust wall hangings		x				
	Clean Dishwashers					x	
	Place recycle Bin out for collection (Tuesday)		x				
QUARTERLY:							
Main Building	Clean all internal and external glass surfaces.						x
	Polish furniture, floors.						x
	Clean interior of fridges (Defrost if required)						x
SIX MONTHLY :							
Main Building	Steam clean all carpets.						x

NEWHAVEN DEPOT OFFICES:**WEEKDAY SERVICES to be COMPLETED by 7.30AM, and NOT STARTED BEFORE 5PM**

Building Area	Cleaning Requirements	M	T	W	T	Fri or W/E	W/E
DAILY							
Toilets/locker area	Sweep locker room/laundry floor	x	x	x	x	x	
	Replenish toilet paper	x	x	x	x	x	
	Replenish soap	x	x	x	x	x	
	Replenish hand towels	x	x	x	x	x	
	Wash/clean toilets / hand basins/taps and floor	x	x	x	x	x	
	Clean depot laundry trough and around machines	x	x	x	x	x	
	Empty, clean and reline and rubbish bins	x	x	x	x	x	
Depot kitchenette	Wash/clean sink area	x	x	x	x	x	
	Vacuum/Sweep/ floor	x	x	x	x	x	
	Empty, clean and line waste bins	x	x	x	x	x	
	Provide clean tea towels	x	x	x	x	x	
	Clean microwave oven	x	x	x	x	x	
	Provide clean dishcloths	x	x	x	x	x	
Passageway & office	Sweep tiled floor areas	x	x	x	x	x	
	Remove visible cobwebs	x	x	x	x	x	
TWICE WEEKLY							
	Vacuum all carpeted floor areas		x		x		
	Vacuum all floor mats		x		x		
	Spot clean carpet / wall /floor stains/spills as required.		x		x		
	Wash/clean toilet and shower wall tiles		x		x		
	Wipe window sills, brush down cobwebs.		x		x		
WEEKLY							
	Dust/clean printers and telephones						x
	Dust window sills, remove cobwebs around windows.						x
	Wipe down paintwork on and around doors.						x
	Mop floor in each area						x
	Clean and polish taps, mirrors in all toilets						x
	Wash shower tiled area						x
	Clean entrance door glass panels.						x

Building Area	Cleaning Requirements	M	T	W	T	Fri or W/E	W/E
FORTNIGHTLY							
	Clean glass windows/panels, entrance and office area, internal & external					x	
QUARTERLY:							
	Clean all internal and external glass surfaces.						x
	Polish furniture, floors.						x
	Clean interior of fridges (Defrost if required)						x
SIX MONTHLY :							
	Steam clean carpet.						x

**COWES, CORINELLA and ALMURTA OFFICES:
SERVICES to be COMPLETED at AGREED TIMES DURING WORKING HOURS**

Building Area	Cleaning Requirements	M	T	W	T	Fri or W/E	W/E
WEEKLY							
Toilet	Wash/clean toilet bowl, hand basin & floors Clean shower Empty, clean and reline and rubbish bins						
Staff kitchenette	Wash/clean tables & bench tops Sweep/mop all floor areas Empty, clean and line waste bins Clean microwave oven Clean sink						
Office	Dust bench tops, furniture, window sills Dust workstation areas, including desktops, computer screens, telephones, bookshelves, photocopier, printers, cupboards, etc. (Where clear) Empty clean and line waste paper bins, place wastepaper etc in collection skip. Spot Clean entrance glass door panels. Sweep/mop all floor areas						
Laboratory	Sweep and mop floor Clean interior of fridges (Defrost if required)						x
QUARTERLY :							
	Clean all internal and external glass surfaces. At Almurta only clean glass areas to offices, lab, filter viewing corridor, downstairs foyer and entry						x
	Scrub and Polish floors.						x
	Clean interior of fridges (Defrost if required)						x

APPENDIX C CLEANING PERFORMANCE RATING INSPECTION REPORT

The score system is: Score “1” is worst rating, Score “5” is best rating

Building: Newhaven Administration Building

Address: 2 Boys Home Road, Newhaven

AREA	SCORE	AGREED REMEDIAL ACTION
Toilets		
Floors, walls	1 2 3 4 5	
Toilet bowls, seats, lids, urinals	1 2 3 4 5	
Shower	1 2 3 4 5	
Rubbish removal, refill dispensers	1 2 3 4 5	
Doors	1 2 3 4 5	
Offices/Training Rooms/Board Room		
Empty bins, replace liners	1 2 3 4 5	
Carpets	1 2 3 4 5	
Sills, ledges, etc	1 2 3 4 5	
Furniture, desks, cabinets, shelves	1 2 3 4 5	
Lunchroom		
Empty bins, rubbish removal	1 2 3 4 5	
Carpets	1 2 3 4 5	
Tiled area	1 2 3 4 5	
Microwave		
Fridges		
Foyer/Reception		
Floors,	1 2 3 4 5	
Bench tops, furniture, wall hangings	1 2 3 4 5	
Cobweb removal	1 2 3 4 5	
General		
Council rubbish bins placed out for collection	1 2 3 4 5	
Additional work as requested and agreed – completed	1 2 3 4 5	

CLEANING PERFORMANCE RATING INSPECTION REPORT

The score system is: Score “1” is worst rating, Score “5’ is best rating

Building: Newhaven Depot Building

Address: 2 Boys Home Road, Newhaven

AREA	SCORE	AGREED REMEDIAL ACTION
Toilets		
Floors, walls	1 2 3 4 5	
Toilet bowls, seats, lids, urinals	1 2 3 4 5	
Shower	1 2 3 4 5	
Rubbish removal, refill dispensers	1 2 3 4 5	
Stock of toilet paper, soaps, hand towels	1 2 3 4 5	
Offices		
Empty bins, replace liners	1 2 3 4 5	
Carpets/Vinyl	1 2 3 4 5	
Sills, ledges, etc	1 2 3 4 5	
Furniture, desks, cabinets, shelves	1 2 3 4 5	
Kitchenette		
Empty bins, rubbish removal	1 2 3 4 5	
Bench top & sink	1 2 3 4 5	
Microwave and fridge		
Laundry		
Floor	1 2 3 4 5	
Trough	1 2 3 4 5	

CLEANING PERFORMANCE RATING INSPECTION REPORT

The score system is: Score “1” is worst rating, Score “5” is best rating

Building: Cowes Wastewater Treatment Plant

Address: Pyramid Rock Road, Cowes

AREA	SCORE	AGREED REMEDIAL ACTION
Toilet/shower/laundry		
Floors, walls	1 2 3 4 5	
Toilet bowls, seats, lids	1 2 3 4 5	
Shower	1 2 3 4 5	
Rubbish removal	1 2 3 4 5	
Trough		
Office		
Empty bins, replace liners	1 2 3 4 5	
Floor	1 2 3 4 5	
Sills, ledges, etc	1 2 3 4 5	
Furniture, desks, cabinets, shelves	1 2 3 4 5	
Kitchenette		
Empty bins, rubbish removal	1 2 3 4 5	
Bench top & sink	1 2 3 4 5	
Microwave		
Lab		
Floor	1 2 3 4 5	

CLEANING PERFORMANCE RATING INSPECTION REPORT

The score system is: Score “1” is worst rating, Score “5’ is best rating

Building: King Road Wastewater Treatment Plant

Address: King Road, Corinella

AREA	SCORE	AGREED REMEDIAL ACTION
Toilet		
Floors, walls	1 2 3 4 5	
Toilet bowls, seats, lids,	1 2 3 4 5	
Shower	1 2 3 4 5	
Rubbish removal	1 2 3 4 5	
Offices		
Empty bins, replace liners	1 2 3 4 5	
Carpets/Vinyl	1 2 3 4 5	
Sills, ledges, etc	1 2 3 4 5	
Furniture, desks, cabinets, shelves	1 2 3 4 5	
Kitchenette		
Empty bins, rubbish removal	1 2 3 4 5	
Bench top	1 2 3 4 5	
Lab		
Floor	1 2 3 4 5	
Trough	1 2 3 4 5	

CLEANING PERFORMANCE RATING INSPECTION REPORT

The score system is: Score “1” is worst rating, Score “5’ is best rating

Building: Ian Bartlett Water Treatment Plant

Address: Candowie Reservoir, Almurta

AREA	SCORE	AGREED REMEDIAL ACTION
Toilets		
Floors, walls	1 2 3 4 5	
Toilet bowls, seats, lids	1 2 3 4 5	
Shower	1 2 3 4 5	
Rubbish removal	1 2 3 4 5	
Offices		
Empty bins, replace liners	1 2 3 4 5	
Carpets/Vinyl	1 2 3 4 5	
Sills, ledges, etc	1 2 3 4 5	
Furniture, desks, cabinets, shelves	1 2 3 4 5	
Kitchenette		
Empty bins, rubbish removal	1 2 3 4 5	
Bench top	1 2 3 4 5	
Lab		
Floor	1 2 3 4 5	



2 Boys Home Rd Newhaven, Vic 3925
P | 1300 720 711 F | 03 5956 4101
westport@westernportwater.com.au
ABN | 63 759 106 755

(Westernport Water is the trading name for Westernport Region Water Corporation)

PART C – CONDITIONS OF CONTRACT

REQUEST for TENDER DOCUMENTS

for

PROVISION OF CLEANING SERVICES 2012-13

The Conditions of Contract that will apply to this Contract are ***AS 4921-2003 General Conditions of Contract for the Provision of Asset Maintenance and Services (Short version)***. The successful Tenderer will be required to execute a contract with the Principal which contains these Conditions of Contract before commencing the Services.

The Conditions of Contract are not attached to the Request for Tender documents but are available on request from the Principal's Representative during the tender period.

The Preferred Tenderer will be required to complete the following forms prior to the execution of the Contract;

Annexure Part A to AS 4921-2003

The completed forms will form part of the Contract.

ANNEXURE PART A

AS 4921-2003 General Conditions of Contract for the Provision of Asset Maintenance and Services (Short version)

This Annexure shall be completed and issued as part of the tender documents and, subject to any amendments to be incorporated into the *Contract*, is to be attached to the General Conditions of Contract and shall be read as part of the *Contract*.

Item

1	<i>Principal</i> (clause 1)	Westernport Region Water Corporation ABN 63 759 106 755
2	<i>Principal's address</i>	2 Boys Home Road, NEWHAVEN, VICTORIA, 3925
3	<i>Contractor</i> (clause 1)	ABN
4	<i>Contractor's address</i>	
5	<i>Performance Duration</i> (clause 1 and subclause 11.1)	Normal Working Hours
6	<i>Performance period cycle</i> (clause 1 and subclause 11.1)	As per Appendices A,B & C
7	<i>Total performance period</i> (clause 1 and subclause 11.1)	Two (2) years from 19 March 2012 to 18 March 2014, with provision, at the Principal's discretion, for a further two (2) year extension to 31 st March 2016
8	Legislative requirements, those excepted (clause 3)	Nil
9	The <i>Contractor's</i> liability is limited as follows (clause 4).	
	a) for claims in respect of or arising out of death or personal injury	Unlimited
	b) for loss of rents, income (other than under <i>Item 4(a)</i>) and the opportunity to earn profits, and indirect and consequential loss	\$1
	c) for all other claims whatsoever	The <i>contract sum</i> as adjusted pursuant to the <i>Contract</i>
10	The <i>Principal's</i> liability is limited as follows (clause 4)	The <i>contract sum</i> as adjusted pursuant to the <i>Contract</i>
11	Public liability insurance, amount per occurrence shall not be less than (clause 5)	Ten Million Dollars (\$10M)
12	Date and time for commencing the <i>Contract</i> (subclause 11.1)	19th March 2012

- 13 Dates on which or times within which progress claims are to be given (subclause 13.1) The 1st Thursday of each month for Services complete at the last day of the preceding month
- 14 Interest rate on overdue payments (subclause 13.3) Eighteen (18) % per annum
- 15 Arbitration (subclause 14.3)
- a) Person to nominate an arbitrator The President of the Institute of Arbitrators & Mediators Australia
 - b) Rules for arbitration Rules 5-18 of the Rules of The Institute of Arbitrators, Australia for the Conduct of Commercial Arbitrations;