



Hindmarsh
Shire Council

Hindmarsh Shire Council

Contract No.2017-2018-03

1 November, 2017 – 30 June 2019

**SUPPLY OF MEALS ON WHEELS
SERVICE**

Conditions of Tendering

Table of Contents

1. Submission of Tender
2. Closing date of Tender
3. Contact for Enquiries
4. Canvassing of Councillors or Officers
5. Acceptance of Tender
6. Notification of Successful Tenderer and Unsuccessful Tenderers
7. Deposits and Contract Deposits
8. Payment and Award Coverage
9. Financial Standing and Capacity of Tenderer
10. Breach of Contract
11. Tender Information Required
12. Council Indemnified
13. Assignment of Contract
14. Tenderers Submission Pro forma

CONDITIONS OF TENDER

1. Submission of Tender

Written Tenders are to be submitted in a sealed envelope marked:

"Tender - Meals on Wheels – Contract No. 2017-2018-03"

and are to be addressed to:

**Chief Executive Officer
Hindmarsh Shire Council
PO Box 250
NHILL VIC 3418**

Late or faxed Tenders will not be accepted.

Tenders are conducted in accordance with the Victorian Local Government Code of Tendering.

2. Closing Date of Tender

Tender closes on Friday, 13 October 2017 at 2.00 p.m.

3. Contact for Enquiries

The following officer is available to answer queries in relation to the Tender:

Wayne Schulze, Contracts Manager

4. Canvassing of Councillors or Officers

Canvassing of Councillors or any officers employed by the Council will disqualify the Tenderer. Legitimate queries in relation to the Tender may be directed only to the contact officer described in Clause 3 above.

5. Acceptance of Tender

Tenders shall be reviewed in the absolute discretion of the Council which may have regard to:

The information submitted as part of the Tender.

- The cost of the Tender.
- The range of services offered by the Tenderer.
- The location of the Tenderer's Depot.
- The capacity of the Tenderer to undertake the Services as specified.
- The standing of the Tenderer within the industry.
- The financial standing of the Tenderer, having regard to the Tenderer's capacity to fund the Services under the Contract.
- Any other matter considered relevant.

- Advice from any other person may be sought beyond that given by the nominated referees. Such advice shall remain confidential.

Tenderers may be contacted during the Tender assessment period and be requested to provide further information; such information shall be made available as soon as possible and not more than twenty four hours after the request.

The lowest or any Tender may not necessarily be accepted. A Tender must not be withdrawn without the consent of the Council, unless withdrawn before the close of the Tender period.

6. Notification of Successful Tenderer and Unsuccessful Tenderers

Tenderers will be notified in writing of the Principal's decision. Reasons will be given for the Tender decision.

Complaints about the Tender process will be dealt with in accordance with the Victorian Local Government Code of Tendering.

7. Tender Deposits and Contract Deposits

No deposit is required with the tender.

8. Payment and Award Coverage

Before payment of any money to the Contractor, the Council may require a Statutory Declaration that the entire Contractor's staff associated with these works has been paid their wages in full under the relevant awards. If it is brought to the notice of the Council that award rates have not been paid to any worker (including Sub-contractors), arrangements may be made to pay those workers directly from moneys due to the Contractor from progress or final payments, with the amount paid being deducted from the Contract amount.

9. Financial Standing and Capacity of Tenderer

After tenders have closed, but before the Contract is finally awarded, the successful tenderer shall provide an auditors letter to satisfy the Hindmarsh Shire Council of the following:

- (a) Award wages and conditions are being met;
- b) Worker's compensation, superannuation, and long service leave requirements are being satisfied; and
- (c) The contractor's company has sufficient liquidity to meet the requirements of the Contract.

*The auditor is to be a member of the Australian Institute of Chartered Accountants.

10. Breach of Contract

If at any time the Contractor should:

- (a) Be incapacitated by ill health or accident from performing his/her duties hereunder, or;
- (b) Commit any fraud or misappropriation involving the property of the Council or otherwise be guilty of any gross misconduct, or;
- (c) Neglect to give proper time, attention and effort to the carrying out of his/her duties and obligations;
- (d) Commit any material breach (whether by act or omission) of the terms and conditions of this Contract;

then in any such case the Council may by notice to the Contractor and without compensation, terminate the Contract and the licence herein granted. Such termination shall take effect from the date of service of the notice of termination (or otherwise) upon the date of termination specified in such notice. Service of notice shall be deemed to have been validly effected if delivered by hand or posted to the address of the Contractor before set out.

11. Tender Information Required

Tenderers are requested to supply the following information as part of the tender submission:

- (a) Unit price or prices tendered per meal per town.
(Tenders may be submitted for one, two, three or all towns.)
- (b) Copy of current Public Liability Insurance policy.
- (c) Proof of currency of current Work Care policy.
- (d) Financial information sufficient to enable tenderer financial stability and suitability for contract to be assessed.
- (e) Location of meal preparation area(s).

12. Council Indemnified

The Contractor shall indemnify the Council and its Councillors and employees from and against all actions, claims, losses, damages, penalties or demands consequent upon, occasioned by, or arising from its performance or purported performance of its obligations under this contract.

Page | 3 of 8

The Indemnity of the Contractor under this clause shall extend to any acts or omissions of the Contractor's agents and employees and any sub-contractors

Page | 3 of 8

13. Assignment of Contract

The contract is not to be assigned.

14. Tenders Submission

All prospective contractors must fill out the information below for Council to do a proper evaluation of this service.

Tender closes on Friday, 13 October 2017, at 2.00 pm.

Tenderers Submission

Tenderers are required to submit such information as is necessary to enable the Council to assess their ability to carry out the works. This questionnaire has been prepared to assist tenderers in supplying this information.

Tenderer's Name: _____

Address: _____

Telephone No: _____

Facsimile No: _____

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

If a partnership, give name and address of partners:

2. How many years has the Tenderer been in business as a contractor under its present business name?

3. In what other types of business has the Tenderer a financial interest?

4. How many years' experience has the Tenderer had in the type of work it would be required to perform under the Contract?

5. List work of a similar type that the Tender has done in the past.

Description of Work	Annual Value	Commenced	Expiry Date	Location of Work and Work Performed

6. What is the experience of the principal individuals of the Tenderer in the type of work it would be required to perform under this Contract?

Name and Position	Location and Description of Work and for Whom Work Performed	In what capacity

7. What equipment does the Tenderer own at present that will be available for this Contract?

8. State the number of personnel, plant and equipment (if applicable) that the Tenderer intends to employ on performing this Contract.

Personnel _____

Plant and Equipment _____

9. Location of food cooking and preparation area(s) the Tenderer intends to use for this Contract and indicate whether appropriate planning and any other necessary approvals have been obtained.(appropriate for registration under the Food Act 1984)

10. List names and telephone numbers of professional referees.

Name:	Position:	Organisation:	Telephone:

11. Unit price or prices tendered per meal.

*Please Note: Tenders may be submitted for one, two, three or all towns.

Township

\$ per Meal

Nhill:

Dimboola:

Jeparit:

Rainbow:

12. Other information or documents to be supplied by the Tenderer:
