Request for Tender

Insert School Name

INSERT SCHOOL LOGO HERE

**2021**

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# About Us

Insert information about your school here.

* History
* School Values
* School Mission
* Location
* Year Levels
* Number of Students
* Number of Campuses
* School Size

# Tender Form

We, (Name of Tenderer) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Of (Street Address) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Post Office Address) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ACN \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ABN \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Hereby offer to perform the whole of the works described as Provision of Contract Cleaning services for Insert School Name.

In accordance with the Tender Conditions for two years (24 month) period with annual performance review, then a further 2 x one year (2 x 12 months) periods with annual performance reviews, FIXED LUMP SUM (the tender sum) excl GST of:

($ in figures) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ year one/per month \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

($ in words) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ year two/per month \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

OUR TENDER IS FOR THE ENTIRE WORK AND SUBJECT TO ALL CONDITIONS IN THE TENDER DOCUMENTS WITHOUT AMENDMENT UNLESS ISSUED BY THE CLIENT.

Dated this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_\_\_\_

Manager (signature) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Director (signature) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name (print) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name (print) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# Contractor Questionnaire

Tenders are required to submit information to enable (Insert School Name) to assess their ability to carry out the works. This questionnaire has been prepared to assist Tenderers in supplying information to enable the assessment of their ability to carry out the works. Where boxes are provided, please tick the appropriate box.

How many years of experience has the Tenderer had in the type of work required under the contract?

\_\_\_\_\_\_\_\_\_\_\_\_ Years.

1. List work of a similar type that the Tenderer has done in the past three years.

|  |  |  |
| --- | --- | --- |
| **Description of Work** | **Dates** | **Value** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

1. Please advise if there have been any Industrial Relations claims in the last 5 years

Yes / No

1. Please provide a copy of current Victorian Labour Hire License as required by Labour Hire Licensing Authority.
2. Please provide Table of Contents of company Occupational Health & Safety (OH&S) Manual.
3. Please list the equipment that you plan on having available for your cleaners to use to perform the following tasks?

|  |  |  |  |
| --- | --- | --- | --- |
| **Purpose** | **Equipment** | **Qty** | **On site or as needed** |
| Daily Cleaning Carpet |  |  |  |
| Spot Cleaning Carpet |  |  |  |
| Daily Cleaning Tiles |  |  |  |
| Daily Cleaning Vinyl |  |  |  |
| Strip & Polish Vinyl |  |  |  |
| Cleaning Rubber Floors |  |  |  |
| Dispensing Chemicals |  |  |  |
| Disinfecting Tables and Hard Surfaces |  |  |  |

Please list the minimum total cleaning hours per day?

1. Please describe how your onsite cleaners are managed and what supervision and training they receive.
2. Please explain how you plan on recruiting and retaining quality staff for our site? What are examples of how you have done this at other similar sites?
3. Does your business have an up to date COVID Safe Plan?

Yes / No

Please provide a copy of this document

# OH&S MANAGEMENT SYSTEM

Tenderers must complete the following OH&S Management System Questionnaire:

|  |  |  |  |
| --- | --- | --- | --- |
|  |  | **Yes** | **No** |
| **1** | **OH&S Policy and Management-** |  |  |
|  |  |  |  |
| 1.1 | Does the Tenderer have a written health and safety policy?*If yes, please attach a copy of the policy with your tender.* |  |  |
|  |  |  |  |
| 1.2 | Does the Tenderer have an OH&S Manual or Plan?*If yes, please attach a copy*  |  |  |
|  |  |  |  |
| 1.3 | Are health and safety responsibilities clearly assigned to all Officers and Workers involved with the delivery of the Services?*If yes, please provide details or submit the relevant extract from your OH&S documentation* |  |  |
|  |  |  |  |
| 1.4 | Does the Tenderer have a system for the registration and investigation of injuries and incidents?*If yes, please provide details of the Tenderer's reporting and investigation procedures (or attach a copy of the Tenderer's Standard Incident Report Form)* |  |  |
|  |  |  |  |
| **2** | **Safe Work Practices and Procedures-** |  |  |
|  |  |  |  |
| 2.1 | Has the Tenderer identified the risks associated with its routine operations and developed standard operating procedures or safe systems of work to minimize or eliminate those risks?*If yes, please provide/attach a summary listing of procedures or work instructions.* |  |  |
|  |  |  |  |
| 2.2 | Has the Tenderer previously developed any site-specific work method statements or site safety plans?*If yes, please provide a sample of a document previously prepared.* |  |  |
|  |  |  |  |
| 2.3 | Does the Tenderer have any permit to work systems, which will be used on this contract?*If yes please provide details of the relevant permits.*  |  |  |
|  |  |  |  |
| 2.4 | Are there procedures for maintaining, inspecting and assessing the hazards of plant operated/owned by the company?*If yes, provide details.* |  |  |
|  |  |  |  |
| 2.6 | Is electrical equipment regularly tested, inspected and tagged? |  |  |
|  |  |  |  |
| 2.7 | Are there procedures for storing and handling hazardous substances (if applicable)?*If yes, please provide details* |  |  |
|  |  |  |  |
| **3** | **Occupational Health and Safety Training-** |  |  |
|  |  |  |  |
| 3.1 | Have the Tenderer's employees and subcontractors been trained to identify and safely deal with workplace hazards and risks typical to this contract. *If yes provide details of training or induction programs.* |  |  |
|  |  |  |  |
| 3.2 | Is a record maintained of all training and induction programs undertaken for the Tenderer's employees?*If yes, provide examples of safety training records.* |  |  |
|  |  |  |  |
| **4** | **Health and Safety Workplace Inspection-** |  |  |
|  |  |  |  |
| 4.1 | Are regular health & safety inspections undertaken at worksites?*If yes, provide details on frequency etc.* |  |  |
|  |  |  |  |
| 4.2 | Are standard checklists used for health and safety inspections for:* + The worksite
	+ Plant and equipment before use

*Please provide an example of checklists previously used.* |  |  |
|  |  |  |  |
| 4.3 | Is there a procedure by which employees or subcontractors can report hazards at workplaces?*If yes, provide details or attach a copy of the standard hazard report form.* |  |  |
|  |  |  |  |
| **5** | **Health and Safety Consultation-** |  |  |
|  |  |  |  |
| 5.1 | Are employees and subcontractors involved in decision making in relation to OH&S matters?*If yes, please provide details.* |  |  |
|  |  |  |  |
| 5.2 | Does the Tenderer have an OH&S representative that the Tenderer's employees or subcontractors can raise OH&S issues with? |  |  |
|  |  |  |  |
| **6** | **OHS Performance Monitoring-** |  |  |
|  |  |  |  |
| 6.1 | Does the Tenderer have a system for recording and analyzing health and safety performance statistics?*If yes provide details:* |  |  |
|  |  |  |  |
| 6.2 | Are employees regularly provided with information on the Tenderer's health and safety performance?*If yes, provide details:* |  |  |
|  |  |  |  |
| 6.3 | Has the Tenderer, its Directors, Partners, Principals, Senior Officers or Office Bearers ever been convicted of an occupational health and safety offence?*If yes, provide details.* |  |  |
|  |  |  |  |

# Company References

Please provide the following information for the three (3) most recent contracts currently being undertaken or completed.

|  |  |  |  |
| --- | --- | --- | --- |
|  | Contract 1 | Contract 2 | Contract 3 |
| Contract Description |  |  |  |
| Client |  |  |  |
| Contact |  |  |  |
| Phone Number |  |  |  |

# Part A - General

# General Requirements

1. This specification will provide a guide to the standard and frequency of cleaning that is expected by (Insert School Name).
2. (Insert School Name) reserves the right to use other suppliers at its discretion.
	1. The Contractor will adopt any systems (Insert School Name) chooses, and not bring another system onsite unless prior written consent is gained.
	2. All cleaning chemicals are to be supplied by the Contractor. It is the cleaning contractor’s responsibility to make sure that there are always adequate chemical supplies, that all cleaning staff are trained in the proper use of cleaning chemicals and that the Safety Data Sheets are up to date and accessible.
3. Contractors are to supply and use their own electrical equipment. All electrical equipment must be tested and tagged at a minimum annually.
4. All work to be carried out at times which do not impact on classroom or Administration times and to commence cleaning at 3.30pm Monday – Friday, 40 weeks per annum, unless otherwise requested by (Insert School Name).
5. Security on site is paramount. All cleaning staff are required to secure specified areas on completion, i.e., close windows, switch of lights, turn off air conditioning units/heaters and lock doors, including external doors on exiting a building and arming buildings when completed, using their security codes. Cleaning staff are also required to chain lock all gates including car park gates as detailed by (Insert School Name).

# Performance of Works

The Contractor shall:

1. Carry out and complete the works in accordance with the contract and as per the specification, appended hereto, to the satisfaction of (Insert School Name).
2. Carry out and complete the works as directed by only (Insert School Name) nominated representatives as listed in this agreement.
3. Attend and participate as required in meetings with the Principal and/or (Insert School Representative) and provide information as required in relation to carrying out of the works.
4. Provide at the Contractor’s expense, all labour, chemicals, equipment and plant necessary, for carrying out the completion of works.
5. Report maintenance issues on the day they are noticed to the (Insert School Representative), including leaks from water ingress, damaged bins, vandalism, and any other building or grounds maintenance needs.

# Statutory Requirements

The Contractor shall remain responsible for compliance with all relevant statutory requirements in accordance with the contract conditions including:

1. Occupational Health and Safety Act, 2004
2. Occupations Health and Safety Regulations 2007
3. Worker Screening Act 2020
4. Dangerous goods Act 1985 and the Dangerous Goods (Storage and Handling) Regulations 2000 and the relevant codes and practice.
5. Section 122 - Child Protection Act 1999
6. Health Regulations.
7. Environmental Protection Act.
8. Labour Hire Licensing Act 2018

# Variations

1. The (Insert School Representative) may, at any time, direct a variation of works in writing or by phone. The Contractor shall carry out and be bound by any such variation. A variation may involve any, or all of, an increase or decrease in, omission from, or change in, the character or quality of works, and if work is omitted, the (Insert School Name) may have the omitted work carried out by others.

# Normal Hours of Work

Perform work on the site only during the following times:

1. The main contract cleaning to be done between:

Monday to Friday 3.30pm to completion.

1. The day cleaning component of the contract is to be completed between the hours of 11am and 2pm
2. Duties include locking and alarming (Insert School Name) after hours during Term and School holidays, as well as being responsible for events, stock control, communication, and Emergency Management.
3. The (Insert School Representative) must be informed of any intention of extra works being carried out on weekends or Public Holidays. No work is permitted on Sundays.
4. Any variation to normal working hours during the currency of the contract shall not be permitted, without the prior written approval of the (Insert School Representative).

# Access and Security

The Contractor shall ensure that all occupied premises are in a secure condition at all times so as to prevent entry by unauthorised personnel, vandalism and weather damage. The Contractors representative must be in attendance during the time work is in progress. It is the Contractor’s responsibility to ensure the following:

1. That all staff are readily identifiable with uniforms and/or identification tags visible.
2. All keys etc. issued to the Contractor are to be signed for, in accordance with (Insert School Name) key procedures.
3. Should any key(s) be lost by the Contractor, this must be reported to the (Insert School Representative) immediately, (Insert School Name) will take all necessary steps to secure the facility. All costs associated with this will be at the Contractor’s expense.
4. All and any maintenance issues or concerns that are found by the cleaning staff are to be immediately to the (Insert School Representative).

# Relationship between the Parties

The relationship between (Insert School Name) and the Contractor is that of Principal and independent Contractor. The Contractor, its employees and agents shall not represent themselves as employees or agents of (Insert School Name).

# Assignment

The Contractor shall not assign the contract, or any part of the contract without the prior written consent of (Insert School Name).

# Sub-Contracting

1. All Contractors must be compliant with the October 2019 introduction of the Labour Hire Authority requirement for a license if this practice is to be conducted.
2. With any request for approval under this clause, the Contractor shall give the (Insert School Representative) written particulars of the works proposed to be sub-contracted, and the name and address of the proposed sub-contractor. The Contractor shall also give the (Insert School Representative) any other information they reasonably request, including the proposed sub-contracted documents, with prices.
3. The following works MAY be carried out by others: Window cleaning of low and high levels. (Exception if Contractor has appropriate qualified staff employed within the Company.)

# Insurances

The Contractor shall have the following insurance policies, keeping them current until the termination date, and provide proof of their currency to the (Insert School Representative).

1. Workcover Insurance Certificate including currency and expiry dates.
2. Public Liability Insurance to a minimum value of $20 million.

# Payments

1. The Contractor shall submit monthly tax invoices, together with any variations carried out in accordance with the contract during the previous month. (Insert School Name) will pay the Contractor’s invoice within 30 days.

# Administration

1. The Contractor shall ensure and verify that all staff employed have current Working with Children Checks and have a current Police Check, and that evidence of the same is provided to (Insert School Name) prior to their commencement on site. All staff are also to add (Insert School Name) as an organisation on their WWCC online portal.
2. The Contractor shall provide and ensure that all site personnel attend a site induction session before commencing work on the site for the first time and sign and agree to follow (Insert School Name) Contractor Induction and the Child Safety Code of Conduct.
3. The Contractor site induction shall advise site personnel of site safety, security, chemical use, conduct and other relevant matters.
4. The Contractor shall ensure all staff have been trained in Safe Work Practices and understand and follow the contractors Health and Safety procedures.
5. The Contractor shall ensure all staff have been trained in COVID safe practices and understand and follow the contractors & College’s COVID Safe Plan.
6. The Contractor shall maintain site supervisors/leading hand in attendance on site at all times while work is carried out on site, including any after-hours work (Day cleaning is excluded from this requirement although staff must still be adequately trained, supported and managed).
7. All staff – existing or new - must undergo training & Induction prior to commencing on site.

# Conduct in Occupied Premises

1. Cleaning staff must adhere to the (Insert School Name) Child Safety Code of conduct. This includes ensuring that they are never in a position where they are alone for any reason with a student. Cleaning staff or contractors must ensure they never take any photos or videos of students on College property.
2. Use of radios or similar noise producing entertainment devices are not permitted so as not to disturb (Insert School Name) activities.
3. Use of mobile phones beyond necessary communication is not permitted.
4. (Insert School Name) equipment is for the sole use of (Insert School Name) and is not to be interfered with. The Contractor shall notify all site personnel of this requirement and will be responsible for its compliance.
5. Smoking is prohibited on (Insert School Name) grounds and car park, within the buildings or within four metres of the gates of (Insert School Name) (Tobacco Act 1987).
6. Cleaning staff are only to use assigned staff toilets.
7. Cleaning staff must ensure that when they are cleaning student toilets that the toilet closed sign is always put up and there are no students in the toilets before entering.

# Sexual Harassment

The Contractor must conform to the Equal Opportunity Act 1984 and the (Insert School Name) Sexual Harassment Policy.

# Reporting Allegations Of Suspected Child Abuse

(Insert School Name) has zero tolerance for child abuse and acknowledges that child protection is a shared responsibility. (Insert School Name) has a clear procedure for responding to allegations of suspected child abuse in accordance with Ministerial Order No. 870 and other legal obligations. Please refer to (Insert Web Link to School Policy) more information and to locate forms and information on how to report suspected child abuse.

# Communications

Throughout the duration of the contract, the Contractor shall attend all scheduled meetings with the (Insert School Representative) or nominated representative to discuss proposed work and its likely effect on the (Insert School Name) business activities and shall communicate on a weekly basis with the (Insert School Representative) or nominated representative to discuss the particular activities occurring that week or for upcoming term breaks.

# Hazardous Materials

1. All materials, articles or substances brought onto the site, which pose any fire, health or explosion risk must be used in accordance with all current regulations and full details must be presented to the (Insert School Representative) by means of a Hazardous Materials Register.
2. (Insert School Name) shall provide safe storage.
3. The Contractor is responsible for safe handling and labelling of all such hazardous materials in accordance with all the relevant regulations. This includes segregation of chemical classes, the provision of bunting, physical security and the issue of SDS’s prior to use.

Adequate measures are to be taken to contain any potential spillage including the on-site availability of materials to contain and clean up spills.

1. The Contractor is responsible to clean up and to make good any damage (both direct and consequential) resulting from any such leaks and spills.
2. (Insert School Name) grounds and storm water drains are not to be used for disposal of any hazardous waste.
3. The Contractor will properly dispose of all solid, liquid and gaseous contaminants in accordance with statutory and contractual requirements.

The Contractor will handle refuse in a manner so as to confine the material completely and prevent dust emission etc.

# Protective Clothing

The Contractor shall provide all necessary protective clothing as required to safely perform the contracted works at the Contractors expense.

Clothing and PPE shall be provided by the Contractor to the Contractors staff. Cleaning staff are to wear either a short or long sleeved shirt with the company logo clearly displayed. Staff are expected to wear clothes and shoes that are appropriate to the work they complete.

# Bins

1. The Contractor is responsible for the removal of all necessary waste internally each weekday. All internal rubbish bins located on site will be emptied each clean and bags taken to dump master located opposite the oval basketball courts.
2. The Contractor is responsible for the removal of all necessary waste in the external bins at least weekly or as needed.
3. Bin lids are to be wiped clean as needed.
4. Debris must not be stored within stairs, stairwells, passages or exits. The Contractor is required to ensure that all work areas are kept clean and tidy and that all bins and rubbish (including boxes) are emptied and removed on a daily basis.

# Occupational Health & Safety

1. All work must be conducted in a safe manner in conformity with all applicable statute regulations, by-laws or rules. Comply with the Occupational Health and Safety Act 2004 including associated regulations and codes of practice appropriate to the work under the contract.

2. When requested, submit the complete copy of the Contractors OH&S Management System documentation, which must include as a minimum:

* 1. Occupational Health and Safety Policy and responsibilities.
	2. Contractor’s organisational structure and responsibilities.
	3. Safe Work Practices and Procedures.
	4. Occupational Health and Safety Induction and Training.
	5. Occupational Health and Safety Auditing and Inspection Procedures.
	6. Occupational Health and Safety Consultation Procedures.
	7. Occupational Health and Safety Performance Monitoring.
	8. COVID Safe Plan
1. The Contractor is responsible for providing the appropriate safety training to its employees and must be able, if requested, to provide evidence of such training. The Contractor shall provide all employees with a safety induction prior to commencing work on the site.
2. The Contractor is responsible for providing First aid for its employees.
3. In cases of an emergency, including a building evacuation, the Contractor will accept direction from the appropriate fire wardens.
4. The Contractor shall identify where any safety equipment must be used and/or protective clothes must be worn. It is the Contractor’s responsibility to ensure that all of its employees and/or sub-contractors comply with this requirement.
5. All plant, equipment and tools introduced by the Contractor must be properly maintained and in a good working order with all necessary guards and safety devices in place. All plant, equipment, tools and chemicals need to be properly secured and not left unattended where students or staff could access them. Staff must put in place practices to minimise any tripping or other hazards when working.
6. No portable equipment is to be used within the site, which has not been tested, passed and hold a current electrical safety test tag. Due dates for testing and tagging must not be exceeded. Staff must be trained to regularly check electrical cords for damage and to report these to the Contractor to repair. A record must be (Insert School Representative)).

# Operating Procedures

1. Any accident or near miss incident sustained by an employee of the Contractor, employee of (Insert School Name) or member of the public must be reported immediately to the (Insert School Representative) and the correct incident report must be completed. Incident reports can be obtained from the (Insert School Representative).
2. (Insert School Name) Occupational Health and Safety Officers are authorised to carry out periodic inspections of all work sites on (Insert School Name) premises covering all aspects of health and safety.

The Contractor will be informed through the (Insert School Representative) of any Occupational Health and Safety matters, hazards, defects or any other issue related to the site condition.

1. The Contractor shall inform the (Insert School Representative) immediately of any provisional improvement notices or any other direction issued by a Health and Safety Representative connected with work being undertaken for (Insert School Name) . This will also apply to any notices issued by an inspector from the Occupational Health and Safety Authority.
2. The Contractor shall be solely responsible for the security of its plant, tools and equipment. (Insert School Name) will not accept any liability for stolen, lost or damaged property, which is the property of the Contractor or of the Contractor’s trade contractors, or suppliers.
3. No pets, including dogs are permitted on site (unless granted written permission from the (Insert School Representative)
4. Alcohol and illicit drugs must not be within a person’s system, brought onto or consumed on site. Any person affected by either will be asked to leave the site immediately and not return.

# Signage

1. The Contractor shall ensure that all necessary warning signs such as “Wet Floors”, “Toilets Closed” or “Cleaning in Progress” are displayed as needed during the cleaning service and be removed when tasks are completed.

# Noise Control

1. The Contractor shall take all practicable precautions to minimise noise. As a general rule, any noisy activity should not be carried out without the approval of the (Insert School Representative), if it is to take place within rooms that are being used by staff or students.
2. The use of radios, Bluetooth speakers or megaphones on site is not permitted.

# Confidential Information

The Contractor shall not disclose any confidential information provided by the school in connection with the contract to any third persons, without the approval of the (Insert School Representative) or unless it is required to be disclosed in accordance with the law or to perform the works.

# Conditions of Tender

**Acceptance of Tenders**

 (Insert School Name) reserves the right:

1. Not to accept any tenders or alternatively to accept one or more tenders, and
2. Not to accept the lowest tender.

**Place to Lodge Tenders**

Tenders to be either addressed to:

 **Contract Cleaning Tender**

(Insert School Name)

(Insert School Address)

Attention: (Insert School Representative)

Or

**Emailed to:**

(Insert School Representative) Email Address)

Subject: **Contract Cleaning Tender**

**Time For Lodging Tenders**

Tenders lodgement closes at 4pm on (Insert Closing Date)

**Submitted Prices**

The prices submitted are to include all costs associated with labour, plant, chemical, equipment, incidental cleaning equipment, safety, provisions, and everything else necessary to execute the works in accordance with the specification appended hereto and/or as directed.

# Requirements of Persons or Companies Submitting Tenders

1. Each tenderer is required to be acquainted with all of the terms and matters set out in the Conditions of Tender and all of the documents appended hereto or referred to therein prior to submitting a tender.
2. If any tenderer has any doubt as to the meaning of any part of those documents or the scope of the work required there under, they must raise the matter with the (Insert School Name) nominated representative before submitting a tender. Should any doubt remain then it should be addressed in writing with the tender.
3. (Insert School Name) nominated representative may elect in his/her discretion as a result of any such inquiry to distribute information to all of the tenderers but without revealing the source of the inquiry.

**Rise & Fall**

The Contract sum is not subject to Rise and Fall, no adjustments will be made to compensate for variations in labour, material and other costs through the course of the contract period unless submitted in writing and negotiated with the school’s appropriate representative.

**Entire Agreement**

The Contract represents the entire agreement between the parties in respect of the subject matter of the Contract and supersedes all prior agreements, representations, warranties, promises, statements, negotiations and letters.

**Selection Criteria**

The selection criteria to be used in assessing tenders are listed in order of importance below.

|  |  |
| --- | --- |
| **Criteria** | **Description** |
| Financial Benefit to the School | Overall cost of services |
| Reliability of the Tenderer | * A proven ability to supply the required services within the timelines provided.
* Ability to respond quickly.
* Adequacy of resources.
 |
| Business capability of Tenderer | * Management and technical experience/skill.
* Financial stability of the tenderer.
* Demonstrated track record in the provision of this type of service or in a related area.
 |
| Quality of Services offered | * Understanding of quality specific surrounding the delivery of the services required.
* Principles and measures that Tenderer has in place to ensure a quality service provision.
* A proven ability to provide a high level of customer satisfaction to all parties involved in the process.
 |
| Occupational Health & Safety | * Extent of commitment.
* Programs and procedures in place.
 |
| Equal Employment Opportunities | * Extent of commitment.
* Programs and procedures in place.
* Evidence of a satisfactory anti-discrimination and sexual harassment policy with a complaints resolution procedure.
 |
| References | * A minimum of (2) two referees must be nominated and be able to verify that the tenderer can meet the selection criteria.
 |

**Set Off**

Without limiting any other right or remedy (Insert School Name) may have any debt due and owing from the Contractors to (Insert School Name) in connection with the contract or otherwise. Any costs incurred to the account of the Contractor under the contract, or any unliquidated amount claimed by (Insert School Name) from the Contractor in connection with the contract or otherwise, may be deducted by (Insert School Name) from any other monies payable to the Contractor in connection with the contract.

**Industrial Relations**

The Contractor shall be solely responsible for industrial relations on site and for the salary, wages, superannuation and all other employee entitlements of its employees or agents and shall comply with all terms and conditions as shall apply from time to time to any of them by virtue of any Award or Industrial Agreement, or any statutory or other legal obligation.

**Grievance and Complaints Management**

The Contractor shall have a clear grievance and complaints process for their staff to follow internally if needed. If there is a grievance or complaint involving a member of (Insert School Name) , the contractor must follow (Insert School Name) Grievance and Complaints Management Policy which is available from (Insert School Policy Web Address).

**Government Law & Jurisdiction**

This contract shall be governed by the laws of the State of Victoria, and the parties submit to the exclusive jurisdiction of the courts of the State of Victoria and any courts, which may hear appeals from those courts in respect of any proceedings in connection with the contract.

# Part B - Scope Of Works

# Cleaning Scope of Works by Building

**See attached files:**

* **Administration, Primary Classrooms & First Aid**
* **Classrooms and offices**
* **Middle School & Library**
* **Aftercare**
* **Art Rooms**
* **Music & Home Economics**
* **VCE Building**
* **Science Labs & Primary**
* **Gymnasium**
* **Library**
* **Swimming Pool and Change Rooms**
* **Toilet Blocks**
* **Staff Room**
* **All Areas
Day Cleaning**

# Specify each areas description & size (m2)

* Classrooms (eg. 58 m2)
* Primary female/male toilets – 18m2, Tiled foyer 20m2
* Carpeted foyer – 88m2
* Staff room – 86m2
* Gym – Main area 158m2, Store 62m2