



## TENDER REQUEST FOR:

# THE SUPPLY OF PPE ITEMS TO CVGT

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TENDER NUMBER: 0008

**TENDER CLOSE: BY 5.00PM MONDAY 15TH AUGUST 2011**

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### TENDER LODGEMENT:

**1. In person to:**

CVGT Head Office Reception  
Cnr Jackson & Stanfield Streets  
Long Gully, Bendigo 3552

OR

**2. Post to:**

CVGT PPE Tender  
PO Box 473 Bendigo Vic 3552

**Attention: Wally Besanko**

### TENDER DOCUMENT ACCESSIBILITY:

Download from CVGT's Website, [www.cvgt.com.au](http://www.cvgt.com.au)

Contact Wally Besanko on (03) 5449 2044 or email [wbesanko@cvgt.com.au](mailto:wbesanko@cvgt.com.au) for an electronic/hardcopy

CVGT Tender Supervisor: Wally Besanko

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# 1. INTRODUCTION:

CVGT Employment & Training Specialists is a not-for-profit, public unlisted company with 28 year's experience delivering quality employment and training services

Tenders are invited from interested parties to supply PPE items to CVGT Apprentices and Trainees in a wide range of trades that get hosted out to host employers through the Group Training scheme. The successful tenderer will need to be able to provide PPE services to assist CVGT Branches located in Bendigo, Echuca, Shepparton, Kyneton, Epping, Charlton and Ballarat

PPE may also need to be provided for some National Green Jobs Corps (NGJC) participants until the end of December 2011. Areas that may need to be serviced for NGJC include Bendigo, Albury, Geelong, Ararat, Benalla, Ballarat, Melton, Geelong, Portland, Belgrave and Warnambool.

Please note the term **Contractor** listed below refers to the successful Stationery Tenderer.



# 2. TENDERING CONDITIONS

## 2.1 Clarifications

Tenderers should seek any necessary clarification from the designated CVGT tender supervisor whose contact details appear on the cover of this tender document about:

- these tender documents,
- the nature of the proposed contract, and
- the tendering process.

## 2.2 Pre-Tender Visit to CVGT

Before submitting, and, to ensure each tenderer fully understands the requirements of this tender, suppliers are encouraged to visit Head Office and make a prior arrangement by contacting:

Head Office  
Cnr Jackson & Stanfield Streets, Long Gully  
**Wally Besanko**  
Telephone: (03) 5449 2044  
E-Mail: [wbesanko@cvgt.com.au](mailto:wbesanko@cvgt.com.au)

## 2.3 No Canvassing

Tenderers are advised that any tenderer who canvasses any CVGT board member, manager or staff (other than the designated Tender supervisor) may be considered ineligible for the tendering process.

## 2.4 Tender Response

Tenders must be submitted in (typed) Word document format, using the formats contained within this tender document.

Tenderers must complete all relevant sections in the formats included in the tender document. Tenderers may be asked to corroborate their responses to the questionnaire by providing evidence of their capacity in applicable areas.

## 2.5 Lodgment of Tender Documents

All completed tenders must be enclosed in an appropriate (A4 or larger) envelope and lodged at CVGT's Head Office, Cnr Jackson & Stanfield Streets, Long Gully, by no later than **5.00pm Monday 15th August 2011**. The tender envelope must be:

- sealed,
- addressed to CVGT - '**PPE Tender**', and,
- marked with the tenderer's name and contact details.

Tenders received electronically or by facsimile will not be accepted. CVGT accepts no responsibility for tenders sent by mail. Non-conforming tender responses may be rejected.

## 2.6 Tender Evaluation

Tender responses will be evaluated in accordance with the following criteria (not necessarily in order of priority):

- an established business with a permanent business address
- has the appropriate personnel, PPE items and financial resources to perform the work
- has all/necessary licences and permits
- confirms with all insurance requirements
- able to provide a service to the 7(seven) CVGT Branches listed in the Introduction above
- prior experience and skill of the tenderer in providing similar services
- well-proven ability to meet the requirements specified in the tender documents
- value for money
- demonstrated commitment to Quality systems
- preparedness to enter into strategic relationships & reciprocation in use of CVGT employment services
- demonstration of offering environmentally sustainable products & alternatives.

## 2.7 Information Given in Response to Enquiries

No oral representation whether expressed or implied made by any CVGT staff member may be construed as modifying this invitation to tender unless confirmed in writing by the CVGT Tender Supervisor

Any known advice, whatever, given by the Tender Supervisor to a tenderer for the purpose of clarifying the meaning of the tender documentation will also be given to all other tenderers in writing by the tender supervisor:

## 2.8 Acceptance of Tender

All tenderers will be promptly notified in writing of CVGT's acceptance of any tender application. However, CVGT is not bound to accept any tender application.

## 2.9 CVGT Employees

CVGT is not bound to accept or consider any tender submitted by existing or previous CVGT employees.

## 2.10 Advice of Tender Result

All tenderers will be notified in writing of CVGT's ultimate decision to award the contract as soon as practical after a final decision is taken and a contract awarded. CVGT is, however, not bound to advise all tenderers of the successful tenderer.

## 2.11 Contract Agreement

The successful tenderer will be provided with a formal Contract Agreement. The executed Contract Agreement, the content of which is summarised in this tender document, must be returned within 14-days of receipt from CVGT.

## 2.12 Contract Term

The term of the contract is for **two (2) years**.



### 3. TENDERER'S DETAILS

Full name of Tenderer:

Trading Name:

Registered Office:

Mailing Address:

Australian Business Number (ABN)

Contact Person:

Telephone Number:

Facsimile Number:

E-Mail Address:

Details of tenderer's Public Liability Insurance

Details of tenderer's Professional Indemnity Insurance:

### 4. TENDERER'S QUESTIONNAIRE

Tenderers are required to submit such information as is necessary to enable CVGT to assess the tenderer's ability to effectively undertake this contract. The questionnaire has been prepared to assist tenderers in supplying this information. All information submitted on the questionnaire will be treated as strictly confidential.

#### 4.1 Trading History

How many years has the tenderer been in business under its current business name?

How many years experience has the tenderer had in the type of service it would be required to provide under this CVGT contract?

#### 4.2 Contracts Engaged by the Tenderer

List contracts of a similar type & size that the tenderer has completed in the past 36 months or is currently engaged in:  
Attached list if required

Description of contract:

Location:

For whom contract performed:

Commencement date:

Completion date:

Further details of work performed

Description of contract:

Location:

For whom contract performed:

Commencement date:

Completion date:

Further details of work performed

Description of contract:

Location:

For whom contract performed:

Commencement date:

Completion date:

Further details of work performed

#### **4.3 Qualifications and Experiences of Principal Individuals**

List the qualifications and/or experience of the principal individuals of the tenderer in the type of services it would be required to provide under this contract:

#### **4.4 Tenderer's Financial Status**

Does the tenderer have a financial interest in other types of business?

If YES, provide details:

The following information may be requested to determine the tenderer's financial ability to undertake this contract.

- References from banks or other financial institutions.
- Profit and loss statements for the last 2 years.
- Particulars of any petitions, claims, actions or judgements made or taken against the tenderer within the last 5 years, any public liability claims which may impact on the tenderer's ability to undertake this contract.

#### **4.5 Partnerships**

CVGT is fully-committed to development of an effective & meaningful affiliation/association with the successful tenderer. Tenderers should therefore consider how they can demonstrate their capacity to an affiliation/association approach to business with CVGT, including reciprocity in existing or new business.

Evidence of effective partnerships with other clients will be positively considered. This evidence can include additional referees.

#### **4.7 Sustainability**

Provide an explanation of how the tenderer proposes to measure and evaluate the ongoing effectiveness & quality of its service (including the quality of all supply items) to cater for **all the 7 (seven)** CVGT Group Training sites and their Apprentices and trainees and possibly National Green Job Corps participants. Also include how you plan to make your offer better than any other offer.

#### **4.8 Supplier Catalogue list**

Tenderer is to please provide a current supplier's catalogue of PPE items.

#### **4.9 Time Frames**

Tenderer to provide timeframes expected to have PPE supplies ready once an order is place by CVGT and whether there will be any delivery costs involved.

#### 4.10 Professional Referees

Please provide details of at least 3 professional referees for the tenderer. In doing so, the Tenderer agrees that pursuant to Privacy Legislation, CVGT would be entitled to treat the submission of the Tender as acknowledging CVGT right to seek such information from a Referee as it deems relevant in determining the probity and experience of the Tenderer, which would include the obligation of the Tenderer to execute any necessary consents to obtaining police checks of Directors of any Tenderer.

Name:

Position:

Organisation:

Telephone Number:

Name:

Position:

Organisation:

Telephone Number:

Name:

Position:

Organisation:

Telephone Number:

#### 4.11 Confidentiality

All information gained by CVGT from the tenderer will remain confidential.

## 5. TENDER PRICING

**Refer and complete Attachment A**

**Refer to Attachment B of the list of all CVGT Branches**



## 6. GENERAL CONDITIONS OF CONTRACT AGREEMENT (SUMMARY)

The successful tenderer will be required to sign a Service Agreement which will include all the sections as detailed below.

### 6.1 Commencement Date

The Contract Agreement will commence on the date contained in the formal Letter of Acceptance from CVGT.

### 6.2 Term

The Contract Agreement commences on the date stated in item 6.1, and subject to performance management reviews, ends on a date 2 years from the date contained in the Letter of Acceptance, unless extended at CVGT's discretion for a further period.

### 6.3 Performance

**The successful contractor must fulfill the obligations of the Contract Agreement in accordance with:**

- CVGT's specifications
- the Contractor's Tender; and
- subject to any modification/variation made under the Contract Agreement.

### 6.4 Payment

The contractor will be required to provide banking details to enable payment to the contractor to be made electronically

The following principles apply for the payment of the contractor:

- Contractor is to invoice at the completion of each order.
- Payment should commence, subject to normal approval by CVGT, one month after the commencement date of the services required under the agreement.
- Payment will be made on a monthly basis

### 6.5 Variations - Changes to Scope of THE CONTRACT AGREEMENT

The Contract Agreement, including CVGT's specifications and the PPE supplier's Tender may be varied by parties only by written agreement

From time to time, it may be necessary to vary the PPE contract; for example, where CVGT establishes a new Branch or a number of new Branches or expands its Group Training arm

In this case, a 'Change to scope of PPE' document must be completed and signed by CVGT's General Manager- Program Contracts, as well as the Contractor; to either increase or reduce the scope of the PPE contract and/or pricing.

### 6.6 Sub-Contracting

The contractor must not, without CVGT's prior written approval, which may be withheld at the absolute discretion of CVGT, sub-contract any of its services or obligations under the contract agreement unless written permission has been obtained from CVGT's General Manager- Program Contracts

### 6.7 Confidentiality

It is an essential term of this tender that all information gained by the contractor; its employees, servants and agents, in performing work in association with the Contract agreement must remain confidential

### 6.8 Conflicts of Interest

Any possible or identified conflicts of interest that the contractor becomes or should become aware of in regard to performing work under the Contract of Agreement, must be immediately notified in writing to CVGT

### 6.9 Indemnity

The contractor indemnifies CVGT against any liability or loss which arises from, and any costs, charges, loss or injury suffered on CVGT premises or expenses incurred by the contractor; its employees, servants and agents, in connection with performance by the contractor; its employees, servants and agents, under the Contract Agreement unless such liability loss, injury, costs, charges or expenses is or are caused or contributed by CVGT or by persons for whose acts or omissions CVGT is responsible

## 6.10 Force Majeure

Neither party shall be liable in damages or have the right to terminate the Contract Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

## 6.11 CVGT Existing & Previous Employees

The Contractor must immediately advise the General Manager - Program Contracts whenever it is known and proposed that an existing or previous employee of CVGT will undertake duties associated with this contract.

Before that employee is permitted to engage in duties associated with this contract, the contractor must obtain written approval from the office of CVGT's CEO which may be refused in the CEO's absolute discretion.

## 6.12 Contractor Induction

The Contractor will be required to undertake a CVGT OH&S contractor's induction on entering any CVGT Branch on the first occasion

## 6.13 Performance Reviews

All performed work must be in accordance with the minimum standard specifications contained in this tender document.

The Contractor must meet with the Group Training Contract Manager on at least a quarterly basis, to conduct a review of the achieved level of performance. In conducting that review, CVGT's Group Training Contract Manager will have regard to:

- performance criteria contained in CVGT's specifications, and,
- performance guarantees included in the Contractor's tender; and,
- any objectives agreed between the parties in writing at each previous review.

If, in the event that performance is considered unsatisfactory (below 90%) by the CVGT Group Training Contract Manager based on developed KPIs, the CVGT Group Training Contract Manager will provide the Contractor with a written performance report within 2 weeks of the review having taken place.

The KPIs will include:

- the ease in communicating with the contractor
- response time by the contractor to contact enquiries
- having necessary stock readily available
- time frame by the Contractor in getting orders through to CVGT Branches and/or Apprentices/ Trainees
- quality of the stock supplied by the contractor
- contractor providing value for money
- contractor reaching the standards as identified in their tender response

Upon receipt of the written performance report, the Contractor is required to respond in writing to the CVGT Group Training Contract Manager within 2 weeks, detailing the actions taken to overcome any unsatisfactory performance.

Two unsatisfactory performance reviews received in any 6 month period by the Contractor will constitute a default of Contract.

## 6.14 Notices

A notice, demand or other communication given or made under the Contract Agreement:

- must be in writing, and,
- be delivered to the other party either personally, posted or sent by facsimile transmission, or e-mail.

## 6.15 Termination

If a default occurs as the result of actions by the contractor or its employees, such as breach of confidentiality, petitions to wind up the tenderer or an appointment of a receiver against the contractor, CVGT may terminate the Contract Agreement.

Notice of such action of termination will be in writing to the contractor no later than 14 days after the default action by the contractor

## 6.16 Dispute Resolution

Upon any dispute arising under this Agreement, any Party may give to the other Parties notice specifying full particulars of the dispute and that the Party requires it to be determined pursuant to this clause ("Dispute Notice").

Within seven (7) days after a Dispute Notice is given, the Parties must confer at least once to attempt to resolve the dispute with the assistance of a mediator and the following provisions apply:

- each Party may be represented by a person who has authority to agree to a resolution of the dispute;
- each Party must use its reasonable endeavors and take all reasonable steps to attempt to resolve the dispute; and
- the Parties must in good faith undertake such investigations, hold such meetings, exchange such information and conduct such informal hearings as may be considered necessary or desirable in connection with resolution of the dispute

The mediator:

- is to be selected by agreement between the Parties;
- must be a person suitably qualified and experienced in the mediation of matters the subject of the dispute; and
- if the dispute is not resolved within 28 days of appointment of the mediator, any party may, after giving written notice to the other, commence court or arbitration proceedings.

The costs of the mediator in determining the dispute must be paid equally by the Parties. Each Party must otherwise bear its own costs of and incidental to the determination.

No Party may commence proceedings in any Court or tribunal relating to any dispute (except proceedings for urgent interlocutory relief) unless it has complied with the actions and proceedings in this clause.

## 6.17 Privacy Legislation

The contractor is bound by the Information privacy principles under the Victorian Information Privacy Principles Act 2000 (as amended) regarding all acts of themselves, their servants and agents and must ensure that all the personal information available to them is only used for the purpose of fulfilling the obligations under the Contract Agreement

The Contractor must indemnify CVGT in regard to any liability, loss or expense incurred arising out of or in connection with a breach of the Information Privacy Act by themselves its servants or agents.

## 6.18 Governing Law

The law of the State of Victoria governs the Contract Agreement and any legal proceedings or arbitration arising from it.

## 6.19 Pricing Structure

The Tenderer confirms that it understands the structure of the pricing for this contract: Product Cost plus Fixed Margins applied to all categories within the Full Product Range covered by the scope of this tender.



## 7. ATTACHMENT A: PPE PRICING

PPE ITEMS REQUIRED	Price to CVGT without GST	Price to CVGT with GST
Apron Butchers		
Butcher Mesh Glove with arm guard Extension		
Apron (PVC) (Black)		
Boots Non-Steel Cap (Black)		
Gum Boots Steel Cap (Black)		
Boots Steel Cap laceup		
Boots Slip on steel cap (External Bump cap)		
Chainsaw Trousers		
Chainsaw Safety Boots		
Welders Leather Cap		
Welders Leather Apron		
Welders Leather Jacket		
Welders Leather Gloves		
Welding Leather Spats		
Welding Helmet		
Welder Filter Lens 108X51MM SHADE 11		
Welding Lens covers (clear) Replacements		
Welding Goggles LIFT UP SHADE 5		
Chef Apron (White)		
Chef Neckerchief		
Chef Trousers		
Chef Jacket Poly/Cotton (White)		
Chef Hat (White)		
EARMUFF H7		
EARMUFF H7 (To wear over helmet)		
EARPLUGS (On a band)		

Automotive Mechanical Gloves		
Leather Rigger Gloves		
Glass Gripper Gloves (Rubber coated)		
Hard Hat (White)		
Canvas Wide Brim Sun Hat (Neck Flap)(Navy)(CVGT logo)		
Beanie (Navy) CVGT logo		
Bluey Jacket (Hi-Vis)		
Flying Jacket (Hi-vis)		
OVERALL A/B (Navy) (Khaki)		
OVERALLS A/B (Hi-Vis) Navy		
OVERALLS L/S (Navy)		
Overalls L/S (Hi-Vis) (Navy)		
OVERALLS L/S Summer weight		
Painter White Shorts Knee length		
Painter White Overalls A/B		
Knee Pads Hard Cap		
Respirator Half Face		
Respirator Kit that includes cartridges, retainers, Filters		
Sandshoes LACE UP Steel cap		
Sandshoes LACE UP		
L/S Polo Shirts Hi-Vis		
Cargo Shorts Knee Length (Navy, Green, Khaki)		
Lip Balm (Sunscreen)		
Sunscreen 30+ 500ml		
Sunglasses		
Safety Glasses (High Quality)		
Safety Glasses suitable for engineers		
Work Trousers (Navy, Khaki, Green)		
Work Trousers with Knee Pads (Navy, Khaki, Green)		
Hi-Vis Safety Vest		

## 8. ATTACHMENT B. CVGT GROUP TRAINING (GT) BRANCHES

Branch Locations	CVGT Branch Address	Number of apprentices/trainees requiring PPE as of July 2011
Ballarat	205 Dana Street, Ballarat, Vic 3350	Unknown at this stage as Group Training commences at this site on 18/7/2011
Bendigo - Central	56-60 King Street, Bendigo, Vic 3550	176
Charlton	66 High Street, Charlton, Vic 3525	8
Echuca	216 Darling Street, Echuca, Vic 3564	25
Epping	Shop 2-6, 772-780 High Street, Epping, Vic 3076	42
Macedon Ranges (Kyneton)	12 High Street, Kyneton, Vic 3444	35
Shepparton	Cnr Welsford & Sobroan Streets, Shepparton, Vic 3630	27
		<b>Total 313 +</b>

### ATTACHMENT B

CVGT NATIONAL GREEN JOBS CORPS PROJECT LOCATIONS WHERE PARTICIPANTS MAY REQUIRE SOME PPE (only until December 2011)

Bendigo, Albury, Geelong, Benalla, Ballarat, Melton, Geelong, Belgrave, Portland, Warnambool





Head Office Jackson Street Bendigo, Victoria, 3550

Telephone (03) 5449 2000

Facsimile (03) 5441 1212

[www.cvgt.com.au](http://www.cvgt.com.au)