

Delivery Contractor Agreement

Information for Tenderers Book

This Information for Tenderers Book (or Booklet) sets out key information and instructions for Entities or Individuals considering submitting a tender proposal to provide mail and/or parcel delivery services for and on behalf of Australia Post.

The Booklet provides information concerning tender requirements and contains details of obligations which a Contractor must comply with during any contract Term which may be awarded after a Tender is accepted and gives the details of the rights and obligations of both parties.

This Booklet will form a part of any final Delivery Contractor Agreement (DCA) which may be entered into with Australia Post, and in order that You are fully informed of all contractual obligations before submitting a tender, this Booklet must be read in conjunction with:

- The Sample DCA including its schedule.
- The Mail Service Specifications; and
- The Delivery Contractor Agreement Operations Manual,

and other applicable Australia Post operational guides, corporate policies, templates, and other materials which are incorporated by reference.

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Section 1: Introduction to Australia Post's Delivery Services

1.1 About Australia Post

Australia Post is a government business enterprise, and its activities are regulated by, amongst other legislation, the Australian Postal Corporation Act 1989. Its activities may be subject to the scrutiny of the Postal Industry Ombudsman and the ACCC. The Vision and Mission Statements adopted by Australia Post reflect the corporation's commitment to community service along with its business-oriented objectives and a high regard for integrity.

Since becoming a government business enterprise, Australia Post has conducted its affairs as a self-funding business with a commercial charter. The profits earned are reinvested in our business or returned as dividends to our shareholder, the Commonwealth Government.

Our business is constantly evolving to meet the changing needs of our customers and the realities of today's rapidly changing communications market. Australia Post is now one of the world's most efficient and progressive postal enterprises. We embrace new technologies to improve efficiency and to reduce costs and/or increase value.

To find out more about Australia Post, please visit our website auspost.com.au

1.2 Our approach to Corporate Responsibility

As Australia, and the world, faces unprecedented economic, social, and environmental challenges, our power to make a positive difference is more important than ever.

Australia Post is committed to:

- increasing the social and economic inclusion and wellbeing of all Australians.
- minimising our environmental impacts; and
- helping customers and communities prosper in a digital world.

Our approach to corporate responsibility is in line with the United Nations (UN) Global Compact and we operate in accordance with the 10 Principles relating to Human Rights, Labour, the Environment and Anti-Corruption. We are committed to preventing modern slavery at every level of our operations and extended supply chain.

The UN Sustainable Development Goals (SDGs) inform our approach to corporate responsibility. The SDGs are a common set of 17 goals that make up a global strategy for individual and collective action for sustainable development. We believe that addressing these key issues is critical for the prosperity and inclusion of our customers, communities, and business.

Acknowledging the traditional owners of this land, their ancestors, elders, and the commitment to reconciliation with Indigenous Australians is very important to us. We have a long and proud history of providing employment and career development, building sustainable business growth in partnership, and supporting economic participation of Aboriginal and Torres Strait Islander people.

1.3 Contracting to Australia Post

(i) Contractors are an independent business

Australia Post's delivery contractors are independent business operators and contractors. Contractors must not represent or hold themselves out to be, acting as, or deemed to be an employee or agent of Australia Post. Nothing in the DCA gives rise to the relationship of employer and employee, principal, and agent, or creates any partnership between Australia Post and a Contractor.

(ii) Regular cash flow

Australia Post's system of regular payments helps businesses' cash flow. Payment is made to contractors in four weekly intervals and is explained further in Section 2.1.3, Payment Cycle.

(iii) Part of a logistics network

Australia Post manages a large and complex logistics network. Frontline staff (retail officers, postal delivery officers and delivery contractors) are the face of Australia Post but equally vital are the thousands of staff and contractors who work in delivery centres, mail sorting facilities and offices. Everyone has a role to play in the delivery network, and mail service contractors are an important part of this network.

(iv) Australia Post brand and community service obligations

Australia Post is subject to community service obligations covered by government legislation. Meeting these community service obligations is important for Australia Post's brand and relationship with its customers. It is for this reason that Performance Requirements explained in Section 3.6 are so important to Australia Post and why they extend to all contractors and their personnel. The final DCA signed by successful tenderers contains provisions regarding the conduct of contractors in performing the services.

1.4 About the Documents

(i) Package components

This package of documents is designed to assist you in preparing a response to Australia Post's Mail Delivery Services tender invitation. It is comprised of the following documents:

- the Information for Tenderers Booklet (this booklet)
- Mail Service Specifications
- a Tender Form
- Sample DCA
- The Delivery Contractor Agreement Operations Manual
- Operational Plan/Contingency plan template
- Work Health and Safety Requirements
- Work Health and Safety Requirements Fact Sheet
- Statutory Declaration (Sample)
- Statutory Declaration (Guide for completion)

(ii) Information for Tenderers Booklet

This document provides an overview of Australia Post's delivery services. The contractor obligations in this booklet will be incorporated into, and form a part of, any DCA which may be awarded as a result of the tender process.

(iii) Mail Services Specification

This is a separate document that describes the specific service(s) being tendered for, and forms part of the DCA. It:

- describes the mail delivery service (or combination of services as some situations require), mail article volumes, hours worked, and distance travelled along with vehicle and equipment requirements; and
- contains the Australia Post contact, tender lodgement information and the closing date and time for the tender.

(iv) Tender Form

This is a separate document for the tenderer to complete and return to Australia Post. It becomes the formal submission and will form part of the DCA.

(v) Sample Delivery Contractor Agreement and Operations Manual

The Sample DCA and Operations Manual are provided for the tenderer to understand the contractual terms and conditions and other documents that contractors will be bound to. These terms and conditions, together with other incorporated documents referred to above, form the basis of the contractual relationship between Australia Post and the Contractor. Tenderers should seek legal and financial advice about the terms and conditions when preparing their tender.

The final DCA signed by Australia Post and the contractor will be similar to the Sample DCA provided but will include any agreed changes and will be tailored with the specific service details and contract fee.

(vi) Operational/Contingency Plan

The Operational Plan must, as a minimum, address:

- the number and nature of the runs or rounds necessary in performing the services.
- the number of personnel proposed and the hours each person will be engaged in performing the services.
- whether the personnel will be engaged as employees or subcontractors.
- the estimated starting and finishing times for all personnel; and
- the number and type of vehicles to be used in performing the services.

The **Contingency Plan** must address:

- the arrangements that will be in place to deal with any temporary inability of the contractor’s personnel to perform the services (whether due to illness, incapacity, periods of personal recreation leave or any other reason).
- the arrangements that will be in place to accommodate unavailability of vehicles, equipment, or tools of trade due to breakdown or maintenance.
- the arrangements that will be in place to accommodate periods of increased demand for services during peak periods.
- how relevant WHS information and training will be provided to those personnel the contractor may engage to perform the services during any contingency period; and
- whether any additional costs associated with the above arrangements are incorporated into the Tender Cost Submission.

(vii) Work Health and Safety

Contactors must develop and implement a WHS plan that demonstrates compliance with their work health and safety duties under applicable legislation and satisfies Australia Post group minimum Work Health and Safety requirements – refer Section 3.10.

(viii) Statutory Declaration (Sample)

The statutory declaration is a legal document which requires care when completing. The successful tenderer will be required to provide information to Australia Post about their Personnel to determine their compliance with the DCA, including their obligation to comply with all Relevant Laws. The Sample declaration is provided for your information.

(ix) Definitions and interpretations used

Definitions used in the DCA are explained in Clause 1 of that document (refer to the Sample DCA for an example).

Other commonly used terms and abbreviations that are not defined (or addressed in the interpretation section) in the DCA are explained in the main contents of this booklet.

(x) Use of the term “Contractor” vs “Tenderer”

There is a difference between the terms “Contractor” and “Tenderer” when they are used throughout the tender documents. The Contractor is the person or company to which Australia Post has awarded a contract after acceptance of a tender. The Tenderer is any person or company that submits, or intends submitting, a tender to Australia Post.

Symbols Used in this document

	Please note
	Very important note or warning
	For more information (usually to external sources, like a website or publication)
	Tip or idea
EXAMPLE	Example



Although the documents are provided separately, the Conditions of Tender in this booklet, the Mail Service Specifications, the Operations Manual and the Tender Form are incorporated into the final DCA, and the provisions of these documents must be complied with during the term of any contract which may be entered into.



Tenderers are strongly advised to seek independent financial and legal advice before submitting their tender.

Australia Post strongly recommends that tenderers obtain independent legal advice on all the documents which comprise the DCA, including the Operations Manual, the Service Specifications, and all other incorporated policies and documents before a tender is submitted and a commitment to complying with the contract documents is made.

End Of Section One

Section 2: Our Mail Delivery Services

Topics in Common to All Services

2.1.1 Articles

2.1.1.1 What is an "Article"?

Australian Postal Corporation Act

The term "article" is defined by the *Australian Postal Corporation Act 1989* (Commonwealth).

However, in common usage, "article" is also used to mean a product or service that may include various categories of articles. For example, Express Post is a service that includes both letters and parcels.

Articles that Australia Post accepts from its customers are included within the meaning of Australia Post property. A contractor (or their personnel) who performs services for Australia Post by delivering or collecting articles is handling Australia Post property.

Articles commonly handled

Articles listed in tables in this section are examples of the types of articles likely to be handled when performing the services. The tables are not a comprehensive listing of all the articles that a contractor may be required to handle.



More information on our product range can be found at: auspost.com.au under Parcels & Mail

2.1.1.2 Characteristics of "Product" Articles

Letters

Letters (including Print Post) are envelopes, packets or other wrapping types that contain certain material and are typically characterised by being:

- rectangular in shape
- up to 20mm thick
- up to 2.0kg in weight
- No larger than 260mm x 360mm

Small parcels, satchels and packets

Small parcels, satchels and packets are typically light and characterised by the following dimensions:

- 40mm x 360mm x 260mm
- 66mm x 110mm x 110mm
- 66mm x 260mm x 330mm

On occasions contractors may be required to deliver articles that exceed these sizes provided it is operationally safe to do so.

Customers may send letters by Australia Post's standard letters service, parcel Post service, Express Post service or signature service (for more information, see [Section 2.1.1.3](#)).

Unless they are sent under any of Australia Post's signature services, letters are required to be delivered to:

- a mailbox at an address,
- a post office box, or
- a roadside mailbox.

Parcels

Articles (Parcels) lodged within the Australia Post network are typically boxes and satchels that may extend to the following maximum dimensions: • 32kg in weight

- 0.25 cubic metres
- 105cm long

It is **important to note** that Contractors must agree to deliver all parcels consigned to a Contractor for delivery by Australia Post, irrespective of weight or dimension.



Some customers have provisions within their contracts enabling them to send articles in excess of standard dimensions. Countries that export parcels into Australia, may also have their own acceptable parcel dimensions that exceed those listed above.

Customers may send parcels by Parcel Post, eParcel, Express Post, or Call for Return service (for more information, see [Section 2.1.1.3](#)).

All parcels are required to be delivered to:

- “the door” at an address and handed to a responsible resident at that address (Australia Post will provide instructions on procedures when no one is at home), or
- a non-street address (e.g. a parcel locker or post office box address) where requested by the customer from time to time (Australia Post will provide instructions on procedures when this is required), or
- a receptacle on the property boundary (e.g. for semi-rural and rural properties).

2.1.1.3 Characteristics of “Service” Articles

Parcel Post articles

Articles sent under Australia Post’s Parcel Post service:

- are barcoded,
- are required to be recorded (usually by scanning the barcode using a PDT/Scanner, or as otherwise instructed by Australia Post), and
- may require a signature upon delivery.

Express Post articles

Express Post is a guaranteed next-day-delivery service to addresses that are within the next-business-day network. Express Post articles:

- are barcoded,
- are required to be recorded (usually by scanning the barcode using a PDT/Scanner, or as otherwise instructed by Australia Post), and
- may require a signature on delivery.

Signature service articles

Signature services provide Australia Post’s customers with the ability to track certain events during the delivery process and confirm delivery of an article. Signature services include and are not limited to:

- eParcels*
- Parcel Post *
- Express Post *
- Express Post Platinum Satchels
- Registered Post
- Receipted Delivery
- International items
- Star Track deliveries

*Signature may (but is not always) required with these products

Articles sent under any of Australia Post’s signature services:

- are barcoded,
- are required to be recorded (usually by scanning the barcode using a PDT/Scanner or as otherwise instructed by Australia Post), and
- are required to be delivered “to the door” at an address in order to obtain a signature on delivery (Australia Post will provide instructions on procedures when no one is at home).

Signature services – eParcel articles eParcels are typically business-to-business or business-to-customer parcels and may consist of one parcel or multiple parcels making up a single consignment.

Call for Return articles

Call for Return is an arrangement which Australia Post has with various merchants that enables a merchant to request that articles be collected from the merchant’s customer and returned to the merchant through Australia Post’s network.

A Call for Return generally involves coordinating the collection with the merchant’s customer. However, collection is undertaken during the normal course of delivery (i.e. the contractor is not responding on an on-call basis).

Call for Return articles are typically only parcels, and the contractor will be required to:

- attend the customer’s premises,
- affix a barcode label to the article being collected (provided for the purpose),
- scan the label with the PDT/Scanner,
- transport the collected article to the nominated Australia Post facility, and
- deliver the article to an authorised Australia Post representative.

Note that although a signature is not required at the point of collection, in some cases a receipt may need to be handed to the merchant’s customer at the time of collection (unless there is no one in attendance at the point of collection).

2.1.1.4 Article Containers

Private mail bags

This is a service where customers pay to receive their mail in a secured bag. Private mail bags are delivered to residential and business addresses that are typically beyond local township areas.

Depot bags

Depot bags are bags or containers of articles that are transported to secure locations, typically depot boxes. These depot boxes are placed along mail delivery routes. A postal delivery officer will collect depot bags that have been placed in the depot boxes, reload the vehicle with mail from the depot bag, and then continue their delivery round.

Mail bags

Mail bags are containers of articles that are typically transported between Australia Post facilities. They are typically a large bag measuring up to 122cm x 74cm.

Unit load device (ULD)

ULDs are strong and stackable metal-framed containers (similar to an enclosed pallet) that can carry many articles or other containers. They are typically transported between Australia Post facilities by heavy vehicles.

ULD characteristics are:

- external dimensions 117 x 117 x 114.2cm
- a safe working load of 600kg (but generally will be limited to approximately 400kg of articles).

ULDs are capable of being stacked. When stacking ULDs in vehicles, contractors must comply with the load restraint guidelines for their vehicles.

2.1.1.5 Article Volumes

Article volumes

The Mail Service Specifications state estimated and expected article volumes.

Australia Post strives to provide accurate information about expected volumes. However, the number of Articles actually lodged with Australia Post is a matter beyond Australia Post's control, meaning that the number of Articles to be delivered may vary from the number of Articles stated in the Mail Service Specifications due to factors such as customer demand, population growth, and other changes within the delivery area over time.



Under the DCA, Australia Post cannot, and does not, guarantee a contractor a minimum or maximum number of articles. For unit rate contracts, Australia Post cannot guarantee a minimum or maximum demand for the contractor's services, so cannot guarantee a minimum or maximum payment.

2.1.1.6 Schedules and Timing

Work hours and frequency

The Mail Service Specifications state:

- the approximate hours required to perform the services (set out opposite the headings "Estimated hours per annum/week")
- the days on which the services are required to be performed (set out opposite the heading "Frequency of performing services").



The estimate of hours is based on the performance of an experienced contractor and is an average. The time actually required will depend on:

- the volume of articles received for delivery each day, which commonly fluctuates day to day
- other external factors such as traffic conditions, weather and terrain. Until the contractor's personnel gain sufficient experience in providing the services, delivery may take more time initially.

Timetable

For most mail services, Australia Post will set out a timetable for performing the services that will state the time each day when the services must begin.

Additionally, the timetable may state times for other key activities like:

- arrival times to and departure times from specific destinations within the delivery area
- scheduled breaks or waiting time.

The contractor will be required to perform the services in accordance with the timetable at all times.

The timetable will accompany the Mail Service Specifications.

Monday deliveries

Generally, the number of articles for delivery on Mondays is higher than other days – sometimes much higher. Therefore, the time required to perform the services on Mondays will often be greater than on other days.

Peak periods

Other occasions where the number of articles for delivery is higher than usual will include:

- the day after a public holiday; and
- the days leading up to peak periods, like Mother's Day, Father's Day, Easter and Christmas.

Again, the time required to perform the services on and leading up to peak periods will often be greater than on other days. Weekend work may be required during these periods.



The tenderer should address the resources required for Mondays and peak periods (including, possibly, weekends) in their operational and contingency plans. This should include additional costs in the Tender Cost Submission.

2.1.1.7 Delivery Preparation

Sequencing

Generally, articles will require sequencing before delivery. Sequencing is the process of sorting articles into the same sequence as the delivery points.

Sequencing can at times involve a high level of work effort but is important for efficiency of delivery.

In addition to sorting articles into delivery order, sequencing involves:

- identifying articles for redirection (on-forwarding to a new address) or hold (hold at a facility until a specified date)
- recording barcoded articles (either using a PDT/Scanner or as otherwise directed by Australia Post)
- returning undeliverable articles to the sender (as directed by Australia Post)
- identifying Delivery Choice items that may require delivery on a specific date or at a specific time (e.g. delivery by StarTrack Courier)

2.1.1.8 Delivery Area and Distances

Delivery area

The delivery area is the geographical area in which the contract delivery services are required to be performed. The delivery area is defined by a description in, or a map accompanying, the Mail Service Specifications.

Delivery distances travelled

Australia Post provides an estimate of the distance likely to be travelled in performing the services. The approximate distance travelled per annum and per day in performing the services is set out opposite the heading "Approximate distance travelled" in the Mail Service Specifications.

Delivery and collection points

A delivery point is any location to which articles are delivered or from which they are collected when services are being performed. The approximate number of delivery points within the delivery area is set out opposite the heading "Approximate number of delivery points served" in the Mail Service Specifications.



Tenderers are advised to travel around the delivery area in order to familiarise themselves with times, distances, prevailing road conditions, access and other factors before submitting their tender.

2.1.2 Pricing

2.1.2.1 Contract Price Structure

Types of pricing

The Mail Service Specifications will request that the tenderer submit their tender price generally as either:

- a rate per annum, or
- a rate per unit, or
- on occasions, a rate other than per annum or per unit

Total per annum estimate of costs

The total per annum estimate of costs in the Tender Form is the sum of all cost components in the Tender Form (for further information about completing the Tender Form, see [Section 5](#)).

Per annum rate price structure

For a per annum rate contract, the agreed total per annum estimates of costs submitted in the Tender Form will become the contract fee.

Unit rate price structure

For a per unit rate contract, the agreed total per annum estimates of costs submitted in the Tender Form will be the starting point for calculating the individual unit rates.

After calculating the total per annum estimate of costs, tenderers should use the “Approximate number of [articles]” stated in the Mail Service Specifications to calculate the unit rates.

Other payment type contracts

If a payment type other than per annum or per unit rate is required, this will be stated in the Mail Service Specifications.

2.1.2.2 Payment Cycle

Payment schedule

Australia Post pays its contractors every four weeks. Each payment for annual rate contracts will be 1/13th of the contract fee and the payment for unit rate contracts will be the number of units delivered multiplied by the unit rates.

Note: Australia Post will provide contractors with a schedule of payment dates.

2.1.3 Motorcycles

Honda NBC110 and Honda CT110

Australia Post has generally used the Honda NBC110 and the Honda CT110 and the information in this section refers to these models.

Other brands and models of motorcycles

Tenderers may wish to purchase another brand of motorcycle but must ensure that:

- it can carry sufficient mail articles for efficient mail delivery, and
- it complies with the maximum engine capacity limitations for riding on the footpath.

Motorcycle engine capacities



Tenderers should note that most state laws limit motorcycles to an engine capacity of 110cc for riding on pedestrian footpaths. The exception is Queensland, which allows for engine capacities up to 125cc. As regulations are subject to change, please refer to your state or territory transport authority for further information.

Speed limits on footpaths/nature strips

Motorcycles ridden on public footpaths/nature strips for mail delivery are restricted to a maximum speed of 10km per hour.



As regulations are subject to change, please check with your local state/territory transport authority regarding local transport regulations.

Tyres

Honda NBC110 tyres

If the Honda NBC110 is to be ridden at or near the safe working load limits (see [Table](#) below), it is recommended that the manufacturers

(Honda's) supplied tyres upon delivery be used when tyre change is needed.

Honda CT110 tyres

If the Honda CT110 is to be ridden at or near the safe working load limits (see [Table 1](#) and [Table 2](#) below), it is recommended that a larger profile tyre with higher load rating is fitted (e.g. Link International Vee Rubber 300x17).

Carrier system and load limits

The Honda CT110 and NBC110 are designed to hold a carrier system consisting of lightweight Safepak2 frames and pannier bags that can be used for carrying mail. The original SafePak may also be used with the CT110.

The following tables set out Australia Post's maximum safe working load limits for the CT110 and NBC110, specifically with respect to the carrier system.

Note that Safe Working Loads Must Never be Exceeded

Table 1. Safe working loads for Honda CT110 with Safepak

Item	Safe working load approved
Maximum rider weight limit	105kg (includes 5kg of personal protective equipment). Please note this refers to rider weight and cannot be exceeded and offset by carrying less mail with the CT110).
Carrier racks/bags – SafePak	12.5kg
Mail load on rear panniers(total)	Up to 25kg (equally divided between rear panniers)
Top Pack	5kg
Mail load on handlebar-mounted front carrier	Up to 4.5kg (mail should not be carried in the mounted front carrier until the first delivery point is reached)
Total Load Limit	N/A due to specific rider weigh maximum and load carrying system as outlined above.

Table 2. Safe working loads for Honda CT110 with Safepak2

Item	Safe working load approved
Maximum rider weight limit	105kg (including 5kg of personal protective equipment). Please note this refers to rider weight and cannot be exceeded and offset by carrying less mail with the CT110).
Carrier racks/bags – SafePak2	12.5kg
Mail load on rear panniers(total)	Up to 25kg (equally divided between rear panniers)
Top Pack	5kg
Mail load on handlebar-mounted front carrier	Up to 4.5kg (mail should not be carried in the mounted front carrier until the first delivery point is reached)
Total Load Limit	N/A due to specific rider weigh maximum and load carrying system as outlined above.

Table 3. Safe working loads for Honda NBC110 with Safepak2

Item	Safe working load approved
Maximum rider weight limit	There is no maximum rider weight limit for the NBC110 however there is for the rider and load combined which is 150kgs maximum. SafePak2 safe working loads dictate the rider should not exceed 115kg (including 5kg of personal protective clothing), without reducing mail load.
Carrier racks/bags – SafePak2	15kg
Mail load on rear panniers(total)	Up to 30kg (equally divided between rear panniers)
Top Pack	5kg
Mail load on handlebar-mounted front carrier	Up to 4.5kg (mail should not be carried in the mounted front carrier until the first delivery point is reached)
Total Load Limit	150kgs (the Safepak2 safe working loads should not be exceeded)

Other brands of motorcycles

If another brand of motorcycle is used, the contractor **must**:

- seek advice from the manufacturer about suitable carrier systems
- obtain an engineering opinion about the effect that the carrier system has on motorcycle stability and safe handling
- ensure that the carrier system can keep the mail safe and protected from the elements at all times



Note that the DCA requires you to always use and maintain your equipment (in this case your motorcycle) in accordance with the manufacturer's specifications.

2.1.4 Equipment Requirements

Fire extinguishers

If a fire extinguisher is required to be carried in the vehicle/s, a description of the type and number of fire extinguisher/s required is set out opposite the heading "Fire extinguisher type and number" in the Mail Service Specifications.

Communication devices

The contractor and their personnel are required to be contactable at all times while performing the services. The contractor is therefore required to ensure that all personnel have suitable communication devices such as mobile telephones, satellite phones and/or two-way radios.

Handling aids

Handling aids may be necessary to assist contractors in handling large articles and containers. Handling aids used correctly reduce the risk of injury (see also the advice in the Book on Potential Hazards).

Tenderers should note that containers for delivery may be up to 16kg and parcels may be up to and occasionally weigh in excess of 32kg. You must note that the contractor is obliged to deliver all Articles consigned by Australia Post, regardless of actual dimension or weight, and will not be entitled to any additional compensation (in excess of the contract fee) with respect to or arising from the weight or volumetric measurement of such containers or parcels.

Some examples of handling aids are trolleys and load shifting equipment.

Trolleys

A trolley may be useful in moving a large volume of articles or containers. Australia Post may use trolleys during operations on its own premises. However, if the contractor or their personnel are required to use a trolley away from Australia Post's premises, the contractor will be required to supply their own.

Any handling aids that are considered suitable (or required) for performing the services to be supplied by the contractor will be set out opposite the heading "Specific Handling Aids" in the Mail Service Specifications.

Load shifting equipment

There are several types of load-shifting equipment to assist in moving heavy loads. Generally, such equipment is used in the performance of transport services.

Any load shifting equipment that is considered suitable (or required) for performing the services to be supplied by the contractor or required by the contractor or their personnel to operate, will be set out opposite the heading “Specific Loading and Unloading Requirements” in the Mail Service Specifications.



The contractor must ensure their personnel have the appropriate and current equipment operator’s licences / permits and driver licences.

Requirements regarding handling aids and load shifting equipment use

Where handling aids and/or load shifting equipment are required for performing the services, the requirements will be described in the Mail Service Specifications. Tenderers should note the following.

- The contractor must comply with the DCA, which addresses material handling aids.
- The handling aids must be operated in compliance with all relevant laws and standards, and with Australia Post’s occupational health and safety policies, procedures, guidelines and directions.
- The contractor must ensure that all personnel hold relevant and current licences for any handling aids and/or load shifting equipment that require users to be licensed. • The contractor’s personnel may be required to operate the handling aids and/or load shifting equipment while working alone.

The contractor **will** be required to demonstrate in their WHS management plan how it intends to ensure the safety of all their personnel operating the handling aids and/or load shifting equipment including, but not limited to, when their personnel are working alone.



Note that the DCA requires you to always use your equipment (in this case, your handling aids and/or load shifting equipment) in accordance with the manufacturer’s specifications.

2.1.5 Specialised Equipment

General principles

Specialised equipment may sometimes be required to perform the services. Such equipment is generally leased to contractors from Australia Post and includes:

- portable data terminals (PDTs)/Scanners
- mail sorting frames.

The terms and conditions of specialised equipment supply and usage will be set out in the DCA. If supply of equipment includes vehicles, the terms and conditions of that supply will be on commercial terms and set out in a separate special vehicle use agreement.

Liability for equipment

Under the DCA, the contractor could be liable for the replacement or repair of specialised equipment that is lost, stolen or damaged. It is accepted that any equipment may suffer wear and tear through normal usage.

The contractor may be required to ensure any specialised equipment leased from Australia Post which will be set out in the contract specifications.

Portable data terminals (PDTs)/Scanners

PDTs/Scanners are used to scan article barcodes and record customer signatures. The PDT kit comprises a hand-held scanner and accessories.

The number of PDTs/Scanners that are required for performing the services will be set out opposite the heading “Number of PDTs currently required” in the Mail Service Specifications. The hire fee for the PDTs/Scanners will be set out opposite the heading “Current PDT hire fee” in the Mail Service Specifications.

Sorting frames

Mail sorting frames are used for sequencing mail prior to delivery. The number of sorting frames that are required for performing the services will be set out opposite the heading “Sorting equipment required” in the Mail Service Specifications.

The hire fee for the sorting frames (if any) will be set out opposite the heading “Sorting equipment hire fee” in the Mail Service Specifications. Only the VSORT model of sorting frame is required to be leased.

The replacement value for the sorting frames (for insurance purposes) will be set out opposite the heading “Sorting equipment replacement value” in the Mail Service Specifications. Only the VSORT model of sorting frames that are not stored in Australia Post corporate premises are required to be insured.

Keys

Keys will be required to gain access to street posting and depot boxes. Any keys required for performing the services will:

- be provided to the contractor by Australia Post
- remain the property of Australia Post
- be used only in the performance of services.

2.2 Street Mail and/or Roadside Mail Delivery Services

Service description

Articles are delivered to business and residential addresses on street mail and roadside mail delivery services.

Street mail services can be differentiated from roadside mail delivery services by the following characteristics:

Delivery Service	Typical Delivery Route	Delivery Area
Street mail (SMD)	City / suburban streets	Metropolitan / fringe metro / country townships
Roadside mail (RSD)	Country roads	Fringe metro and/or country areas (properties beyond the township)

Articles

Typical articles and types of containers handled on street mail and roadside mail delivery services could be any combination of:

- Letters
- Small packets
- Parcels
- Private Mail Bags
- Depot Bags

Some articles may require scanning of the barcode and signatures.

Delivery

Delivery preparation will involve sequencing articles into delivery order. Articles will then be delivered to a mailbox or receptacle, or as otherwise directed by Australia Post.

Articles for delivery are provided to the contractor each day the services are to be performed and are required to be delivered the same day that the contractor receives them.

Pricing

Generally, a per annum rate will be requested from tenderers for street mail and roadside mail delivery services. For the services being tendered, the pricing required will be stated opposite the heading "Pricing structure" in the Mail Service Specifications.

Equipment

Typical equipment used in performing street mail and roadside mail delivery services are PDTs/Scanners, keys, sorting frames or trolleys and equipment requirements will be outlined in the Mail Service Specifications.

2.3 Parcel Delivery Service

Service description

Articles are delivered to both business and residential addresses on parcel delivery services.

Some articles may be required to be collected from addresses and delivered to an Australia Post Group facility.

Delivery

Preparing for delivery may involve the primary sorting process separating articles for individual parcel delivery services and segregating them from other articles. Other articles may include items for non-delivery postcodes (e.g. RSD), or items for other parcel delivery contracts.

Primary sorting may be performed by Australia Post staff or, on occasions, may be required to be performed by contractors. Primary sort does not include sorting to driver round or sequence. If the contractor is required to perform primary sorting, this requirement will be stated opposite the heading "Additional work" in the Mail Service Specifications.

Where the contractor is provided with a PDT/Scanner, all articles that have Australia Post barcodes will be required to be scanned using the PDT/Scanner before commencing delivery.

After sequencing into delivery order, articles will be required to be delivered to the door at each address, or as otherwise directed by Australia Post.

Articles for delivery are provided to the contractor each day the services are to be performed and are required to be delivered the same day that the contractor receives them.

Equipment

Typical equipment used in performing parcel delivery services is generally PDTs/Scanners and trolleys.

Pricing

Either a per annum rate, or a per unit rate, will be requested from tenderers for parcel delivery services.

For the Services being tendered, the pricing required will be stated opposite the heading "Pricing structure" in the Mail Service Specifications.

Typical vehicles used

Vans are used for parcel delivery services.

Australia Post requires vehicles performing Parcel service to be white and comply with other requirements specified in the DCA or Operations Manual. Any variation to vehicle requirements will be noted in the Mail Service Specifications.

Van signage

You will be required to fit and display vehicle signage as specified and provided by Australia Post, which will meet Australia Post's brand standards. This signage may be of semi-permanent nature. This signage may change from time to time, and you will be required to update signage as and when Australia Post notifies you that this is required in order to meet brand standards. Contractors and their personnel will be required to remove Australia Post branding from vehicles when the contract comes to an end.

2.4 Street Posting Box (SPB) Clearance Service

Service description

For SPB clearance services, Articles and mail bags are collected from SPBs and transported to an Australia Post facility.

Articles

Articles are generally letters, small parcels and mail bags handled on SPB clearance services.

Collection

Preparation may involve obtaining empty mail bags from an Australia Post facility.

Articles and mail bags may be required to be collected from some SPBs on more than one occasion each day. Signage on the side of each SPB informs customers of the last collection time from the SPB each day. Contractors must wait until after this time to collect articles and mail bags from SPBs for the final time on each day when the services are performed.

Articles and mail bags that are collected from SPBs each day on which the services are performed are to be transported to the Australia Post facility the same day they are collected.

Pricing

Generally, a per annum rate will be requested from tenderers for SPB clearance services. For the services being tendered, the pricing required will be stated opposite the heading "Pricing structure" in the Mail Service Specifications.

Typical vehicles used

Vans are typically used for SPB clearance services. Australia Post requires vehicles performing Parcel service to be white. Any variation to this requirement will be noted in the Mail Service Specifications.

Equipment

Typical equipment used in performing SPB clearance services will generally be keys and trolleys.

2.5 Depot Bag Delivery Service

Service description

Depot bags are collected from Australia Post facilities and then delivered to secured locations throughout the delivery area on depot bag delivery services.

Articles

Typical articles are bags containing letters, satchels, small parcels and small packets used for delivery locations of the depot bags.

Delivery

Delivery preparation will involve loading all depot bags into the vehicle. As it is common for more than one depot bag to be delivered to a single location, the contractor should group all depot bags for the same location together in the vehicle.

Depot bags for delivery are provided to the contractor each day on which the services are to be performed and are required to be delivered the same day that the contractor receives them.

Pricing

Either a per annum rate, or a per unit rate, will be requested from tenderers for depot bag delivery services. For the services being tendered, the pricing required will be stated opposite the heading "Pricing structure" in the Mail Service Specifications.

Typical vehicles used

Vans are typically used for depot bag delivery services. Australia Post requires vehicles performing Parcel service to be white. Any variation to this requirement will be noted in the Mail Service Specifications.

Equipment

Typical equipment used in performing depot bag services will generally be keys and trolleys.

2.6 Inter/Intrastate Transport Service

Service description

Containers are transported typically from one Australia Post facility to other Australia Post facilities on inter/intrastate transport services.

It is common for inter/intrastate transport services to transport articles and containers to more than one Australia Post facility in the delivery area.

Inter/intrastate transport services can be classified as either light transport or heavy transport, depending on the number and type of articles or containers required to be carried.

Articles

Articles and types of containers handled on miscellaneous services may vary and will be stated in the Mail Service Specifications.

Delivery

Delivery preparation will involve loading articles and containers into the vehicle. Articles and containers are then transported to their intended destination, where they are unloaded from the vehicle.

The contractor may also be required to return empty containers to an

Australia Post facility each day on which the services are performed.

Timetable for the services

The contractor must attend the Australia Post facility to begin each day's services in accordance with the timetable for the services. The timetable will state:

- scheduled arrival times to and departure times from Australia Post facilities; and
- scheduled breaks and waiting time.

Pricing

Generally, a per annum rate will be required from tenderers for inter/intrastate transport services. For the services being tendered, the pricing required will be stated opposite the heading "Pricing structure" in the Mail Service Specifications.

Equipment

Typical equipment will vary from forklifts, pallet jacks and walkie stackers which will be specified in the Mail Contract Specifications.

End of section 2

Mail Service Matrix

Mail Service Type	Mail Service Description	Articles	Delivery Collection Timetable	Pricing	Typical Vehicles Equipment Used
<p>Parcel Delivery</p>	<p>Articles are delivered to both business and residential addresses on parcel delivery services. Some articles may be required to be collected from addresses and delivered to an Australia Post Group facility.</p>		<p>Delivery</p> <p>Preparing for delivery may involve the primary sorting process separating articles for individual parcel delivery services and segregating them from other articles. Other articles may include items for non-delivery postcodes (e.g. RSD), or items for other parcel delivery contracts. Primary sorting may be performed by Australia Post staff or, on occasions, may be required to be performed by contractors. Primary sort does not include sorting to driver round or sequence. If the contractor is required to perform primary sorting, this requirement will be stated opposite the heading “Additional work” in the Mail Service Specifications. Where the contractor is provided with a PDT/Scanner, all articles that have Australia Post barcodes will be required to be scanned using the PDT/Scanner before commencing delivery.</p> <p>After sequencing into delivery order, articles will be required to be delivered to the door at each address, or as otherwise directed by Australia Post.</p> <p>Articles for delivery are provided to the contractor each day the services are to be performed and are required to be delivered the same day that the contractor receives them.</p>	<p>Either a per annum rate, or a per unit rate, will be requested from tenderers for parcel delivery services. For the Services being tendered, the pricing required will be stated opposite the heading “Pricing structure” in the Mail Service Specifications.</p>	<p>Vehicles</p> <p>Vans are used for parcel delivery services. Australia Post requires vehicles performing Parcel service to be white and comply with other requirements specified in the DCA or Operations Manual. Any variation to vehicle requirements will be noted in the Mail Service Specifications.</p> <p>Van signage</p> <p>You will be required to fit and display vehicle signage as specified and provided by Australia Post, which will meet Australia Post’s brand standards. This signage may be of semi-permanent nature. This signage may change from time to time, and you will be required to update signage as and when Australia Post notifies you that this is required in order to meet brand standards. Contractors and their personnel will be required to remove Australia Post branding from vehicles when the contract comes to an end.</p> <p>Equipment</p> <p>Typical equipment used in performing parcel delivery services is generally PDTs/Scanners and trolleys.</p>

Mail Service Type	Mail Service Description	Articles	Delivery Collection Timetable	Pricing	Typical Vehicles Equipment Used
Street Mail Delivery (SMD)	SMD - Articles are delivered to business and residential addresses on City/Suburban streets in Metropolitan / fringe metro / country townships.	Typical articles and types of containers handled on street mail and roadside mail delivery services could be any combination of: Letters, Small packets, Parcels, Private Mail Bags and Depot Bags Some articles may require scanning of the barcode and signatures.	Delivery Delivery preparation will involve sequencing articles into delivery order. Articles will then be delivered to a mailbox or receptacle, or as otherwise directed by Australia Post. Articles for delivery are provided to the contractor each day the services are to be performed and are required to be delivered the same day that the contractor receives them.	Generally, a per annum rate will be requested from tenderers for street mail and roadside mail delivery services. For the services being tendered, the pricing required will be stated opposite the heading "Pricing structure" in the Mail Service Specifications.	Equipment Typical equipment used in performing street mail and roadside mail delivery services are PDTs/Scanners, keys, sorting frames or trolleys and equipment requirements will be outlined in the Mail Service Specifications.
Roadside Delivery (RSD)	RSD - Articles are delivered to business and residential addresses on Country roads in Fringe metro and/or country areas (properties beyond the township)	Typical articles and types of containers handled on street mail and roadside mail delivery services could be any combination of: Letters, Small packets, Parcels, Private Mail Bags and Depot Bags Some articles may require scanning of the barcode and signatures.	Delivery Delivery preparation will involve sequencing articles into delivery order. Articles will then be delivered to a mailbox or receptacle, or as otherwise directed by Australia Post. Articles for delivery are provided to the contractor each day the services are to be performed and are required to be delivered the same day that the contractor receives them.	Generally, a per annum rate will be requested from tenderers for street mail and roadside mail delivery services. For the services being tendered, the pricing required will be stated opposite the heading "Pricing structure" in the Mail Service Specifications.	Equipment Typical equipment used in performing street mail and roadside mail delivery services are PDTs/Scanners, keys, sorting frames or trolleys and equipment requirements will be outlined in the Mail Service Specifications.
Street Posting Box (SPB) Clearance Service	For SPB clearance services, Articles and mail bags are collected from SPBs and transported to an Australia Post facility.	Articles are generally letters, small parcels and mail bags handled on SPB clearance services.	Collection Preparation may involve obtaining empty mail bags from an Australia Post facility. Articles and mail bags may be required to be collected from some SPBs on more than one occasion each day. Signage on the side of each SPB informs customers of the last collection time from the SPB each day. Contractors must wait until after this time to collect articles and mail bags from SPBs for the final time on each day when the services are performed. Articles and mail bags that are collected from SPBs each day on which the services are performed are to be transported to the Australia Post facility the same day they are collected.	Generally, a per annum rate will be requested from tenderers for SPB clearance services. For the services being tendered, the pricing required will be stated opposite the heading "Pricing structure" in the Mail Service Specifications.	Vehicles Vans are typically used for SPB clearance services. Australia Post requires vehicles performing Parcel service to be white. Any variation to this requirement will be noted in the Mail Service Specifications. Equipment Typical equipment used in performing SPB clearance services will generally be keys and trolleys.

Mail Service Type	Mail Service Description	Articles	Delivery Collection Timetable	Pricing	Typical Vehicles Equipment Used
Depot Bag Delivery Service	<p>Depot bags are collected from Australia Post facilities and then delivered to secured locations throughout the delivery area on depot bag delivery services.</p>	<p>Typical articles are bags containing letters, satchels, small parcels, and small packets used for delivery locations of the depot bags.</p>	<p>Delivery Delivery preparation will involve loading all depot bags into the vehicle. As it is common for more than one depot bag to be delivered to a single location, the contractor should group all depot bags for the same location together in the vehicle. Depot bags for delivery are provided to the contractor each day on which the services are to be performed and are required to be delivered the same day that the contractor receives them.</p>	<p>Either a per annum rate, or a per unit rate, will be requested from tenderers for depot bag delivery services. For the services being tendered, the pricing required will be stated opposite the heading “Pricing structure” in the Mail Service Specifications.</p>	<p>Vehicles Vans are typically used for depot bag delivery services. Australia Post requires vehicles performing Parcel service to be white. Any variation to this requirement will be noted in the Mail Service Specifications. Equipment Typical equipment used in performing depot bag services will generally be keys and trolleys.</p>
Inter/Intrastate Transport Service	<p>Containers are transported typically from one Australia Post facility to other Australia Post facilities on inter & intra state transport services. It is common for inter & intra state transport services to transport articles and containers to more than one Australia Post facility in the delivery area. Inter & intra state transport services can be classified as either light transport or heavy transport, depending on the number and type of articles or containers required to be carried.</p>	<p>Articles and types of containers handled on miscellaneous services may vary and will be stated in the Mail Service Specifications.</p>	<p>Timetable Delivery preparation will involve loading articles and containers into the vehicle. Articles and containers are then transported to their intended destination, where they are unloaded from the vehicle. The contractor may also be required to return empty containers to an Australia Post facility each day on which the services are performed. The contractor must attend the Australia Post facility to begin each day’s services in accordance with the timetable for the services. The timetable will state:</p> <ul style="list-style-type: none"> • scheduled arrival times to and departure times from Australia Post facilities; and • scheduled breaks and waiting time. 	<p>Generally, a per annum rate will be required from tenderers for inter/intrastate transport services. For the services being tendered, the pricing required will be stated opposite the heading “Pricing structure” in the Mail Service Specifications.</p>	<p>Equipment Typical equipment will vary from forklifts, pallet jacks and walkie stackers which will be specified in the Mail Contract Specifications.</p>

Section 3: Contractor's Responsibilities

3.1 Introduction

[About this section](#)

This section discusses the responsibilities of the contractor in performing the services. References to "workers" in this Section refers to Contractor's employees and Subcontractors, where the context permits.

3.2 Business Structure – ABN & GST

Your situation	Under the tax system
Your annual turnover is \$75,000 or more.	You should have an Australian Business Number (ABN) and you are required by law to register for the Goods and Services Tax (GST). You cannot register for the GST without an ABN.
Your annual turnover is less than \$75,000.	You should have an ABN. While it is optional to register for the GST, Australia Post prefers to deal with GST registered contractors to enable Recipient Created Tax Invoices to be prepared and issued to you (as we do with other contractors).
If you do not have an ABN or quote an incorrect ABN.	Australia Post is required by law to withhold tax at the top marginal rate plus Medicare levy.

If you wish to change your business structure, or if either your ABN or GST registration status changes, you must notify us.

Australia Post has an obligation to report payments that it makes to various suppliers, including delivery contractors, in its Taxable Payments Annual Report to the ATO. The ATO may use this information in reviewing Tax lodgements prepared in respect of your contracting entity.

Australia Post has a preference to contract with a company, meaning that Australia Post will regard more favourably a tender from an existing Australian company, or from a party which is willing and able to incorporate a company before execution of any DCA.

The preference for companies as contracting entities does not automatically prevent an Individual person from submitting a tender.

Australia Post will accept a tender from:

- a company
- a person willing to form a company; and
- a person not willing to form a company.

However, tenderers should note Australia Post's preference for companies. Contracts offered to a person not willing to form a company may be varied to reflect additional implications to Australia Post and the tenderer.

[Incorporation services](#)

Incorporation service providers may assist the tenderers in obtaining information about forming a company. The assistance of incorporation service providers should not be considered a substitute for independent legal and financial advice.



Any company that submits a tender must be an Australian incorporated and registered company. A person who submits a tender must be an Australian citizen or a permanent resident.

3.3 Levels of Sub-contracting



Australia Post requires Principal Contractors to:

- Limit subcontracting arrangements to **one** level. As a Principal Contractor you can engage subcontractors, however, your subcontractors cannot further subcontract their work.
- Note that while your subcontractors will not be able to engage subcontractors to assist them with Services, they will be able to employ additional workers (as employees), if required.
- Have in place appropriate written subcontracting agreements with each subcontractor, or employment agreements with other personnel, which meet Australia Post requirements.

Note also that Contractors **must** ensure that subcontractors provide the vehicle that is used to perform the subcontracted services. Please refer to the DCA for further requirements related to subcontracting.

Your compliance with the subcontracting requirements will be assessed as part of ongoing contractor compliance initiatives in particular, the annual Contractor Compliance Request form (CCR), Audits, Due Diligence and as part of future Annual Tender Calls.

3.4 Business records

A contractor must keep accurate Business Records, during the Term of any DCA– and for prescribed periods after the contract ends in accordance with Relevant Laws, including taxation laws.

3.5 Taxation Requirements

NOTE: The information in this section is general in nature and does not constitute taxation advice. The tenderer is strongly encouraged to seek independent taxation advice specific to its own circumstances.

[ABN and GST Registration](#)

An entity carrying on a business is required to obtain an ABN. There is also a mandatory requirement under the taxation laws to register for GST where the annual GST-exclusive turnover from all your business activities is \$75,000 or more. Carrying on a business without an ABN will result in Australia Post applying withholding tax to payments made to you as explained below.

While GST registration is dependent on the turnover, it is Australia Post's preference for you to register for GST. It enables us to prepare and issue Recipient Created Tax Invoices more consistently and it replaces the need for you to issue Tax Invoices to us.

Withholding tax

If the contractor does not provide Australia Post with its ABN, or cancels its ABN registration during the term of the contract, or provides a wrong ABN, Australia Post will be required to:

- withhold tax at the top marginal rate plus Medicare levy from the monthly invoice amount, and
- remit the tax withheld to the ATO.

You will be able to have the tax withheld adjusted against your tax liability for the year when you lodge your tax return.

Business Activity Statements (BAS)

The ATO requires businesses to submit a Business Activity Statement to report and pay a number of tax obligations, including GST, Pay As You Go (PAYG) instalments, PAYG withholding and Fringe Benefits Tax. Reporting obligations depend on the annual turnover.

Stamp duties

The contractor may also be required to pay stamp duty on the DCA (if applicable). The tenderer should seek independent advice regarding stamp duty.

Fuel Tax Credit Scheme

Tenderers may wish to seek advice on whether they are eligible to register for the Fuel Tax Credit Scheme with the ATO.

Recipient Created Tax Invoices

Australia Post will prepare and issue tax invoices on behalf of the contractor as it has all the relevant information to do so. The Agreement has provisions to enable issue of Recipient Created Tax Invoices.

Contractors that are not registered for GST will not be able to receive Recipient Created Tax Invoices. Alternative documentation will be provided by Australia Post to support the payment made.

Other taxes

Contractors may have other taxation liabilities which are not specified above (for example for State Payroll Tax). Tenderers should accordingly obtain expert advice on all potential taxation obligations before submitting a tender.

3.6 Compliance Requirements

There are a number of obligations in the DCA which Australia Post expects that you will comply with, including but not limited to:

- Performance of the services in accordance with Australia Post requirements and with Workplace Laws (this term is defined in the DCA General Terms),
- Appropriate payment of workers (including the monitoring of working hours and visa conditions),
- Appropriate documentation of any subcontracting arrangements requiring Australia Post review and/or approval; and
- The provision of relevant information (including personal information) if requested by Australia Post.



Your compliance with the prescribed subcontracting requirements is mandatory and will be assessed as part of ongoing contractor compliance initiatives. In particular via the annual Contractor Compliance Request form (CCR), Audits, Due Diligence, and as part of future Annual Tender Calls.

3.7 Performance Requirements

Performance requirements for each contract

The contractor will be required to perform the services in accordance with the performance requirements as defined in:

- the DCA;
- the Mail Service Specifications (incl. any accompanying timetable and/or delivery area description or map); and
- the Operations Manual.

You should note that performance requirements may be subject to change.

Key performance indicators (KPIs)

It is important to note that all contract services must be performed at the level required by the KPIs set out in the Operational Manual. The performance requirements should be read and clearly understood by all tenderers before they submit their tender.



Please refer to the Sample Contract and the Operations Manual for the clauses mentioned above.

3.8 Operational and Contingency Plans

Introduction

The tenderer will be required to document and provide an operational and contingency plan to Australia Post as part of the tender submission. These plans are to demonstrate the tenderer's ability to satisfactorily perform the services under the DCA. The operational and contingency plans must be kept up to date as circumstances change. The status of the plans will be one of the issues that is discussed at regular meetings with Australia Post and updated plans must be provided to Australia Post.

The **Operational Plan** must, as a minimum, address:

- the number and nature of the runs or rounds necessary in performing the services,
- the number of personnel proposed and the hours each person will be engaged for in performing the services,
- whether the personnel will be engaged as employees or subcontractors,
- the estimated daily starting and finishing times for all personnel,
- the number and type of vehicles to be used in performing the services.

The **Contingency Plan** must, as a minimum, address

- the arrangements that will be in place to deal with any temporary inability of the contractor's personnel to perform the services (whether due to illness, incapacity, recreation leave or any other reason),
- the arrangements that will be in place to accommodate unavailable vehicles, equipment, or tools of trade due to breakdown or maintenance,
- the arrangements that will be in place to accommodate periods of increased demand for services during peak periods,
- how relevant WHS information and training will be provided to those personnel the contractor may engage to perform the services during any contingency period,
- whether any additional costs associated with the above arrangements are incorporated into the Tender Cost Submission.



Operational and contingency plans must cover the above areas and are to be submitted together with the Tender Form. These plans will be assessed as part of the tender assessment criteria.

3.9 Work Attire

Required Australia Post Work Attire

Australia Post requires that the contractor's personnel wear designated Australia Post supplied work attire at all times while performing the contract services to enable customer identification of personnel. This will be an ongoing obligation for the term of the DCA, and contractor personnel may be denied permission to perform Services if work attire requirements are not complied with.

In accordance with ordering and supply processes set out in a separate Contractor Work Attire Guidebook which will be provided by Australia Post, Australia Post will provide the work attire and it is the responsibility of the contractor to maintain the work attire in good condition, and to return it to Australia Post at the end of any contract term.

Logos and badges

All logos and badges affixed to the Australia Post supplied work attire will always remain the property of Australia Post and must be returned to Australia Post at the expiry or termination of the DCA.

Work attire to be used for Australia Post work only Australia Post requires the contractor's personnel to wear designated work attire while performing contracted services for Australia Post. Australia Post does not allow the contractor to wear the designated work attire while performing non-Australia Post services.

Australia Post reviews its work attire requirements from time to time and any changes to the requirements will be notified to you with reasonable notice.

3.10 Transport Laws

Compliance with relevant transport laws

Contractors must be aware of and comply with all relevant National and State transport laws and regulations in the jurisdiction where services are to be performed.

The DCA requires all persons who operate vehicles to hold a current driver's licence.

Australia Post will require evidence of the existence and currency of drivers' licences to be provided when requested.

3.11 Work Health and Safety (WHS)

3.11.1 Australia Post's WHS Requirements

Introduction

The following information is provided to help tenderers understand:

- a contractor's roles and responsibilities with respect to WHS including Australia Post WHS requirements
- the consequences of non-compliance with Australia Post WHS requirements; and
- Australia Post roles and responsibilities with respect to WHS

Australia Post is committed to ensuring the health, safety, and welfare of our workers through our vision of 'Zero injuries, zero harm to anyone, and Zero tolerance of unsafe acts of workplaces'. We value our contractor workers as partners in our business and will work collaboratively with Contractors to achieve this.

The *Work Health and Safety Act 2011* ("WHS Act") prescribes Australia Post's responsibilities. Australia Post must take all reasonably practicable steps to ensure the health and safety of workers who carry out work for Australia Post (including employees, contractors, subcontractors, and their personnel) and anyone else who could be put at risk from work carried out by Australia Post.

What Australia Post will do to assist contractors

Australia Post will take all reasonably practicable steps to ensure the health and safety of contractors. This may include, but is not limited to:

- Giving Contractors information about WHS in Australia Post before they tender as a contractor (including in this booklet).
- Providing Contractors with WHS induction information before they start their contract, including a copy of current Australia Post WHS Policies and Procedures.
- Sharing sample documents and templates that can help Contractors create their own WHS Plan and keep records of safety-related activities.
- Taking all reasonably practicable steps to ensure Australia Post sites are safe workplaces and do not place Contractors and their workers at risk.
- Discussing safety and providing Contractors with necessary WHS information, instruction, training and supervision through regular safety reviews, safety conversations, safety briefings and local WHS consultation arrangements.
- Sharing information with Contractors about how to reduce the safety exposures for higher risk activities such as operating motorcycles and other vehicles, manual handling, and heavy vehicle transport.
- Consulting with Contractors to develop arrangements that will enable cooperation between Australia Post and Contractors in promoting, developing, and reviewing measures to ensure the health and safety of all workers.
- Providing Contractors access to appropriate mechanisms for WHS consultation, dispute reporting, resolution, and review of WHS matters (e.g., invitation to participate in relevant WHS forums).

3.11.2 Contractors' WHS Responsibilities

General

Contractors must take all reasonably practicable steps to ensure the health and safety of their workers and others who may be affected by the contractor's activities. This includes:

- providing a safe workplace and safe systems of work for their employees and subcontractors,
- making sure each of their workers (whether they be employees or subcontractors) understand their obligations and that they get the information, training and supervision they need, and
- taking all reasonably practicable steps to ensure that their activities do not place Australia Post customers or members of the public at risk.

At Australia Post Group premises

At Australia Post Group premises, and while performing the services on behalf of Australia Post Group, contractors must follow and ensure that their workers (employees and subcontractors) follow Australia Post WHS rules, procedures and safety instructions.

The contractor and their workers must exercise reasonable care for their own health and safety and the health and safety of others (Australia Post employees, other contractors, customers, or members of the public) who may be affected by the work they do including complying with any customer rules.

What contractors will need to do

Contractors are required to provide adequate evidence of safe systems of work relevant to their activities both at and away from Australia Post premises.

A contractor is responsible for:

- complying with all applicable WHS laws, regulations, and industry requirements
- developing and implementing a Work Health & Safety (WHS) Plan, and maintaining health and safety activity records for themselves and their workers
- identifying hazards at work that may injure workers or the public
- monitoring health and safety at work and reviewing their safety performance
- consulting with Australia Post or other persons (as required) to review and/or improve WHS arrangements
- participating in Australia Post WHS management and supervision activities at Australia Post premises (where relevant to the contractor)
- providing information, training and instruction to ensure workers have appropriate skill levels and safety awareness, and
- ensuring all plant, equipment or structures provided by them are maintained and safe to operate.

Work Health and Safety (WHS) Plan

Contractors must develop and implement a WHS Plan that demonstrates compliance with their work health and safety duties under applicable legislation and satisfies Australia Post WHS requirements.

Contractors must abide by their own WHS Plan. It is not sufficient to simply state in a WHS Plan that a contractor will comply with all their work health and safety duties. A WHS Plan should identify risks associated with the work they perform and outline how those risks will be controlled. A WHS Plan should be prepared after a close inspection of the Australia Post premises and any other locations they perform work at, in order to identify specific hazards.

*Sample **WHS Plan** and **WHS activity** templates are available upon request.*



A WHS Plan must be submitted together with the Tender Form. This will be assessed as part of the tender assessment criteria.

Reports at contractor's cost

The contractor agrees to provide at their own cost any reports, or complete any documents required by Australia Post about any aspect of WHS, including reports required under relevant WHS legislation.

3.11.3 Compliance with WHS requirements

Compliance is mandatory

Contractors must comply with their WHS plan at all times, and Australia Post's WHS policies and procedures while the contractor is performing any work on Australia Post premises.

Inclusion of WHS costs in tender

Tenderers should consider any costs associated with such WHS compliance and ensure that sufficient provision is made in their tender to allow for these costs.

Contract suspension or termination due to non-compliance

Should the contractor fail to comply with any WHS policies, procedures or other requirements, or any provisions in the contractor's own WHS Plan, then Australia Post has the right to take appropriate action which may include suspending or terminating the contract.

Where a suspension is appropriate it will remain until such time as the contractor complies with such policies or WHS requirements to Australia Post's satisfaction.

Loss or damages due to non-compliance

In the event that Australia Post suffers loss, or damage arising from any WHS non-compliance on the part of the contractor then Australia Post shall be entitled, to the extent it is permitted under relevant laws, to claim any such loss or damage from the contractor.

Audit

It is a requirement of the DCA that contractors self-audit their WHS plans on an ongoing basis.

Australia Post may request that the contractor submit details of their WHS plan for evaluation at any time. During the evaluation, Australia Post may request further details as it requires.

Implement/Modify procedures

Where a deficiency is identified Contractors shall, at their own cost, implement or modify any procedures or systems to ensure the contractor and its workers comply with the necessary WHS obligations to Australia Post's satisfaction.

3.12 Australia Post Group WHS Requirements

In addition to Contractor WHS Responsibilities outlined in [Section 3.10](#), Australia Post has identified WHS requirements for Contractors so it can assess that the contractor is competent to undertake the required work safely. Contractors are required to comply with these WHS requirements.

These are Australia Post's requirements only and in no way release the Contractor from its responsibility to comply with its WHS legislative obligations. Contractors should not assume that they comply with all their duties under WHS legislation by meeting these requirements.

Australia Post encourages contractors to obtain independent advice on their WHS duties.

3.12.1 WHS Induction Training

Contractors must attend and ensure that their workers receive WHS Induction training before commencing work at an Australia Post facility.

Australian Post WHS Induction training includes important information regarding:

- Australia Post WHS policies and procedures, such as Harassment Discrimination & Bullying (HDB), Alcohol & Other Drugs (AOD), and Personal Protective Equipment (PPE) requirements.
- Australia Post sites rules and procedures, such as Emergency Procedures, First Aid arrangements, and Floor Traffic Management Plans (FTMPs).
- WHS Consultation arrangements, including local Health & Safety Representative (HSR) contacts.

Where practical Australia Post will provide both Contractors and their workers with WHS Induction training. However, it is your responsibility to ensure inductions are completed by your workers, you will need to complete this in the agreed timeframe and keep records of all such training. Only Australia Post Approved Induction training can be used.

*Your Australia Post Delivery Centre Representative will discuss and coordinate the most appropriate method of WHS **Induction**.*

3.12.2 Work Environment Hazards and Risks

A **hazard** is the source of potential harm to the health, safety, and welfare of people at work.

A **risk** is the potential for injury, illness or harm arising from a hazard.

Contractors must continuously identify and manage the hazards and risks associated with the work they are performing.

Contractors must keep a record of the hazards and risks they have identified and how they are controlling them. One way to do this is to maintain a Hazard and Risk Register.

*A sample **Hazard and Risk Register** template is available upon request.*

3.12.3 Incident Notification, Reporting and Investigation

Contractors must have an internal process for reporting incidents and investigating them to identify safety controls that will prevent similar incidents from occurring.

Notification to Australia Post and WHS Authorities

- Contractors have legislative obligations to notify their State based WHS authority (e.g. SafeWork NSW, Worksafe Victoria) of certain incidents and related matters.
- Contractors must make their own inquiries and assessment as to when an incident is notifiable to their WHS authority.
- Contractors must immediately or as soon as reasonably practicable thereafter telephone their Australia Post Delivery Centre Representative about any incident, accident, injury to or death of a person, damage to property in connection with their work for Australia Post.

Reporting to Australia Post

- Contractors must formally record on an Australia Post Incident Report form, all incidents including environmental incidents and notifiable WHS incidents (above) arising from their work.
- The Incident Report must be given to Australia Post within 24 hours of the incident. The form is available from the Australia Post Delivery Centre Representative.

Incident Investigation

Where requested by Australia Post, contractors must provide Australia Post with a report setting out the details of the incident, its cause and the action taken by the Contractor to prevent the occurrence of another such incident including any revision or amendment of the WHS Plan.

*A sample **Incident Report** template is available upon request from your Delivery Centre Representative.*

3.12.4 Licencing and Qualifications

- Contractors are responsible for making sure their workers have all the qualifications, certificates of competency and licenses required by law and Australia Post (e.g. driver's license, forklift license).
- Contractors must maintain a record of all qualifications, certificates of competency and licenses, and regularly check to make sure they remain current.
- Refer to relevant State or Territory licencing regulations for further detail, related to use of International Driving Permits (IDPs).
- Motorcycle riders and motor vehicle drivers must not deliver mail on a learner's permit.

*A sample **License and Competency Certificate Register** template is available upon request.*

3.12.5 Information, Training, Instruction, and Supervision

Contractors are responsible for making sure their workers and Subcontractors understand their WHS obligations and get the information, training, instructions, and supervision they need.

Information, Training & Instruction

In addition to Induction, Contractors must also provide appropriate information, training, and instruction for their workers on an ongoing basis. This includes, but is not limited to:

- Regular meetings/forums and toolbox talks.
- Safe work instructions.
- Take part in any reasonable safety education initiatives Australia Post asks you to attend, and make sure your workers do the same.

Information, training, and instruction should cover high risk areas such as motorcycles, powered load shifting equipment, heavy vehicles, isolated or remote work and handling extra-large product.

A record of training attendance must be maintained.

A sample Training, Instruction and Communication Register template is available on request.

Supervision

Contractors must provide necessary supervision to ensure anyone who works for them is working safely. This may include Contractors observing them performing their duties, onsite and offsite.

Australia Post managers or supervisors may monitor work performed by Contractors and their workers and give Contractor's feedback on any safe or unsafe behaviours they see on an Australia Post site.

3.12.6 Consultation

Contractors must inform their workers about WHS rules and expectations and consult with them on safety issues. Contractor workers must have access to the Contractor's WHS Plan. Contractors must consult and cooperate with Australia Post and other contractors on shared safety issues and will have access to Australia Post local WHS consultation forums.

3.12.7 Vehicles, Plant and Equipment

Contractors are responsible for the vehicles, plant, and equipment they provide to safely carry out the work they are contracted to do, which includes:

- Contractor provided vehicles must be always maintained in a roadworthy condition.
- Contractors must have a system for checking that their workers are always maintaining their own vehicles in a roadworthy condition.
- All vehicles must have regular safety checks. Australia Post recommends a minimum of weekly safety checks on motorcycles and other vehicles.
- Contractors must provide safe work instructions for any plant and equipment they provide. This may include the manufacturer's / supplier's safety instructions and operating procedures.
- Contractors must keep an up-to-date record of any vehicles /plant/equipment that they provide and when each item is serviced/maintained.

Sample Vehicle Safety Check, Safe Work Instructions form and Plant, Equipment & Vehicle Register templates are available on request.

3.12.8 Safety Monitoring

To achieve continued improvement in health and safety, contractors must regularly monitor and review their WHS Plan, WHS activities and safety performance.

- Australia Post may conduct WHS audits and / or request that Contractors attend a review meeting and discuss the results with an Australia Post Representative.
- Australia Post Representatives may monitor the performance of Contractors and their workers when on Australia Post sites.

3.12.9 Chain of Responsibility (CoR)- ("HEAVY VEHICLES ONLY)

If a Contractor and / or their workers drive a **vehicle greater than 4.5 tonne** Gross Vehicle Max (GVM), you must meet Chain of Responsibility (CoR) requirements.

CoR is an Australia-wide legal obligation on everyone in the supply chain to manage the risks in heavy vehicle transport. It includes rules about rosters and scheduling, load sizes, load restraints, driver health, fatigue management, vehicle maintenance, and record-keeping.

Whether you are a driver, owner-driver, operator, or manager, you must understand and follow your specific obligations under this legislation.

CoR principles include but are not limited to:

- heavy vehicle, mass, dimension, and load restraint
- heavy vehicle driver fatigue.
- heavy vehicle speeding
- heavy vehicle maintenance records are maintained and available
- personnel comply with fitness for duty requirements



Further information regarding chain of responsibility legislation and its implementation within state jurisdictions can be found at: National Heavy Vehicle Regulator (NHVR) <https://www.nhvr.gov.au/> * WA - check with the WA state Government for vehicle inclusions

3.12.10 Fatigue Management (HEAVY VEHICLES ONLY)

Where Contractors and / or their workers drive a **vehicle greater than 12 tonne** Gross Vehicle Max (GVM), they must meet Fatigue Management requirements.

- The Contractor must develop a plan that records how they will manage fatigue risks in compliance with the Heavy Vehicle National law.
- Australia Post will not enter into a DCA with an entity that has not provided fatigue management strategies that comply with the legislation.
- Tenderers for such services should note that their fatigue management strategies:
 - must comply with the requirements of the legislation
 - must be submitted with their tender
 - will be assessed as a part of the tender assessment criteria
 - must be incorporated into the contractor's WHS Plan



Further information regarding fatigue management legislation and its implementation within state jurisdictions can be found at: National Heavy Vehicle Regulator (NHVR) <https://www.nhvr.gov.au/> National Transport Commission www.ntc.gov.au

3.12.11 WHS Information and Resources



Further information about Work Health and Safety generally can be obtained from the following State Authorities:

- Australian Capital Territory – www.worksafe.act.gov.au
- New South Wales – www.safework.nsw.gov.au
- Victoria – www.worksafe.vic.gov.au
- Queensland – www.worksafe.qld.gov.au
- Western Australia – www.commerce.wa.gov.au/WorkSafe/
- South Australia – www.safework.sa.gov.au
- Northern Territory – www.worksafe.nt.gov.au
- Tasmania – www.worksafe.tas.gov.au

3.13 Hazards Identification

As discussed in this booklet, there are some possible hazards associated with performing mail delivery services that should be drawn to the attention of Contractors before commencing work.

The table below does not include all possible hazards; however, it is intended to help Contractors with identifying hazards in order for the contractor to develop strategies to manage those hazards and eliminate or reduce the risk of harm.

The contractor must document all anticipated hazards and how they intend to manage those hazards in their WHS Plan.

If you are successful with your tender application, Australia Post can provide further information regarding work environment hazards and risks, including guidance on how to eliminate or reduce the risk of harm to you and your workers.

*A sample **Hazard and Risk Register** template is available upon request.*

Mail and Parcel Delivery Hazards (examples only)

Task / Situation	Hazards (examples only)
Transporting mail, incl. motorcycles, vans & trucks	<ul style="list-style-type: none"> Limited driver skills / experience / licencing Unsafe vehicle e.g., low tyre pressure, worn tyres or brakes Reduced visibility to other vehicles at driveways, intersections & roundabouts (particularly motorcycles) Driver distraction – mobile phone, personal stereo devices Road & traffic environment (incl. pedestrians)
Handling and sorting mail items	<ul style="list-style-type: none"> manual handling injury (lifting, carrying, pushing, pulling) Using equipment exposure to hazardous items & dangerous goods
Pick-up & Delivering mail	<ul style="list-style-type: none"> Access to delivery points / parking e.g., blind driveways, roadworks / construction, overhanging tree branches Weather e.g., sun exposure, wet weather, extreme heat / cold Animals – e.g., dogs, magpies (seasonal), insects Slippery surfaces, steps Working at loading docks, especially where load shifting equipment operates
Using powered plant / equipment <ul style="list-style-type: none"> pallet trucks, stackers or forklifts unit load devices (ULDs) conveyors 	<ul style="list-style-type: none"> operating or working near other LSE lack of training, skill, knowledge using incorrect LSE / equipment for the work performed unsafe / faulty LSE, plant or equipment

3.14 UV (ultraviolet) Radiation Policy

Skin cancer is by far the most common form of cancer in Australia and our incidence rates are the highest in the world. Compared with people who work indoors, outdoor workers may have up to a 60% higher risk of developing a skin cancer that is not a melanoma.



Studies done by Australian Radiation Protection and Nuclear Science Authority (ARPANSA) found that that solar UV exposures exceed the recommended safe levels:

- most of the year from Sydney to far north Australia
- between October and March, in the south of Australia.

This means that for outdoor workers exposed regularly to peak daily sunlight for more than 2 hours, liberally applied SPF 50+ sunscreen is not enough for effective protection against UV exposure.

Based on the above findings, Australia Post policy for personnel who work outside for longer than two hours are:

- to provide shelter from the sun where practical, and
- to provide appropriate full-length UPF 50+ rated clothing and hats that maximise the coverage of the skin, and EPF 10 sunglasses to prevent eye damage.

Tenderers are encouraged to assess any UV risk associated with performing the services so that they can incorporate this assessment into their WHS management plans.



Further information can be obtained from:

- ARPANSA - www.arpansa.gov.au
- Comcare - www.comcare.gov.au

3.15 Insurances

Mandatory insurances

Under the Delivery Contractor Agreement, the contractor is required to indemnify Australia Post against third party claims and to maintain the below forms of insurance noting Australia Post as an insured on the policy.

The mandatory insurances are specified in the Schedule to the DCA and include:

- Combined public and product liability
- General Property Insurance
- Marine Cargo Insurance
- Workers Compensation
- Motor Vehicle Third Party Property damage

Other insurances

Other insurances may be required for some services, this will be stated in the Mail Service Specifications.

NOTE 1 - Insurance must meet certain criteria and, in some cases, must have clauses which will extend insurance cover to Australia Post as an additional insured. You must note the specific requirements set out in the DCA General Terms and obtain advice from an insurance broker or insurer on which policies will meet Australia Post requirements, as any failure to obtain prescribed insurances may expose You to additional and potentially uninsured liabilities.

NOTE 2 - Marsh Advantage Insurance (Marsh) is available to coordinate an insurance offering for contractors, however, there is no obligation to enter into the insurance offering provided by Marsh. To find out more, including comparative costs, contact Marsh

Advantage Insurance Mail Contractor's team on 1300 307 479 and advise them you are tendering for a delivery contract.

3.15.1 Workers Compensation or Employers Liability Insurance

Workers' compensation or Employers' Liability insurance is required in order to comply with applicable state or territory legislation.

Evidence of this insurance must be produced before services are performed and again whenever reasonably requested by Australia Post.



To determine the workers' compensation requirements, tenderers must:

- investigate their local state/territory legislation, and
- consult their insurance provider.

Tenderers should check whether working directors of companies are covered by workers' compensation or whether alternative cover is needed.

3.15.2 Personal Accident Insurance

Personal accident insurance is required where the contractor is prevented by law from taking out workers' compensation insurance. Contractors are required to always maintain performance of the services, regardless of the circumstances. Therefore, any inability to perform the services because of accident (or illness) will – if a contractor is unable to provide other personnel to undertake the task – result in Australia Post engaging alternative resources to perform services until the contractor is able to resume duties. The cost of engaging the alternative resources will be at the contractor's cost. Reimbursement of this cost, insofar as it relates to accident, may be available to contractors under a personal accident insurance policy.

Australia Post also recommends (but does not require) that contractors hold current personal sickness or disability cover, to cover injury or illness caused to, or suffered by, contractors or their personnel.



Tenderers should obtain independent advice regarding:

- workers' compensation or Employers' Liability insurance
- personal accident insurance
- personal sickness insurance

3.15.3 General Property Insurance

Where the contractor uses equipment owned by Australia Post but leased to the contractor, the contractor may require general property insurance to cover the risk of loss, theft, or damage to such property. The minimum cover required will be stated in the Mail Service Specifications.



Australia Post reviews its insurance requirements from time to time and may change the provision under which insurances are required under the Contract, by providing reasonable notice.

3.16 Workforce obligations

3.16.1 Introduction

It is fundamentally important to Australia Post that every person who performs work within the Australia Post Group is treated fairly, respectfully and receives their proper legal entitlements under Workplace Laws. A key part of ensuring this happens is working with our Contractors to ensure they understand and are complying with their obligations under Workplace Laws and Australia Post's compliance requirements.

Below we set out high level information on the key obligations that will apply to Contractors (as a business owner) when they engage employees and/or subcontractors to perform their work, including services for the Australia Post Group. This is general information, which does not cover all obligations or specific circumstances. If Tenderers are unsure about any of the information provided below or their obligations more generally than we recommend that you seek independent advice on your business arrangements.

3.16.2 Keeping Business Records

As a business owner, Contractors are responsible for establishing adequate and legally compliant business structures, processes, and practices. An important part of this is maintaining appropriate business records, including:

- payslips for employees.
- records of hours worked (i.e., timesheets) and volumes delivered.
- written agreements with employees and subcontractors.
- records of superannuation contributions; and
- invoicing for services performed by subcontractors

Keeping the types of documents listed above is necessary to comply with a range of legal record keeping obligations, (including those under workplace, taxation, and superannuation laws) and will also assist Contractors to run a more efficient and effective business.

There is a range of helpful guidance for business owners on the Federal Government Business website (<https://www.business.gov.au>), including a range of templates and tools as well as information on record-keeping and engaging workers. For each of the specific topics covered below, we've also listed resources that you might find useful.

3.16.3 Employee Records

By law, Contractors are required to keep detailed records about each of their employees including the amount of time they work, their pay, their leave entitlements and when they started employment. Contractors must keep these records for seven (7) years. The Fair Work Act was recently amended to make failures to keep employee records a more serious breach and increase penalties that apply for those breaches.

Each employee record must contain certain information, including:

- Contractors (i.e., the employer's) business name and ABN.
- the employee's name.
- whether the employee is full-time or part-time.
- whether the employee is permanent, temporary, or casual; and
- the date the employee started work.

For each employee, Contractors must make records about a range of issues including:

- pay - including the rate of pay, the gross and net amounts, any deductions from the gross amount and any loadings or penalty rates paid to the employee.
- hours of work - including any penalties or loadings paid to employees for overtime hours worked, including the number of overtime hours worked and when the employee started and finished the overtime hours.
- leave - including any leave taken and how much leave the employee has; and
- superannuation - details of any contributions made, including the amount, pay period, date paid, name of super fund and the reason the employer paid into the fund (e.g., a record of the employee's super fund choice and the date they made that choice).

Contractors are also required by law to issue pay slips to each employee. In relation to pay slips (both electronic or hardcopy) there are specific requirements both for content and when they must be issued. Pay slips must be issued within one working day of pay day, even if the employee is on leave. At a minimum, a pay slip must include:

- the Contractor's (i.e., the employer's) business name and ABN;
- the employee's name.
- the date of payment.
- the pay periods.
- the gross and net amount of pay.
- the hourly rate and number of hours worked.
- any loadings (including casual loading), allowances, penalty rates, or bonuses.
- any deductions made (e.g., income tax); and
- superannuation contributions, including the amount and the superannuation fund.

Pay slips must not mention paid family and domestic violence leave, however Contractors do need to keep a record of this balance and any leave taken by employees. This leave must be shown on a pay slip as ordinary hours of work, or another kind of payment for performing work such as an allowance or overtime payment.

For information about pay slips, go to <https://www.fairwork.gov.au/how-we-will-help/templates-and-guides/fact-sheets/rights-and-obligations/record-keeping-pay-slips>

3.16.4 Tax Invoices

Tax invoices can be issued by your subcontractors provided they are registered for GST. Tax invoices must contain certain information including:

- the subcontractor's identity and ABN.
- the principal's identity or ABN (for sales over \$1,000).
- a description of the items sold, including quantity and price; and
- appropriate reference to applicable GST.

In certain cases, the Contractor, can issue a tax invoice to its subcontractors. This is known as a recipient-created tax invoice (RCTI). Contractors can only issue an RCTI if:

- the Contractor and subcontractor are both registered for GST.
- it is agreed between the parties that the Contractor may issue an RCTI, and subcontractors will not issue a tax invoice.
- the agreement is current and effective when the Contractor issues the RCTI; and
- the goods or services under the Contractor's agreement with the subcontractor are of the type that the ATO have determined can be invoiced using an RCTI.

Written agreement can be in a separate document or the subcontractor agreement. Further information about tax invoices can be found by contacting the ATO on 13 10 20 or through online resources.

3.16.5 Fair Pay and Entitlements

Australia Post requires all delivery contractor workers to be paid at least in line with minimum entitlements under the Fair Work Act and the relevant Modern Award. Contractors are responsible under the law and the DCA for ensuring they understand the entitlements that apply to their workers and for paying them appropriately. This includes:

- **Employees** – You must understand and comply with all your obligations under Workplace Laws, including the Fair Work Act and the National Employment Standards (NES), and pay employees and provide non-monetary entitlements in line with any applicable Modern Award.
- **Subcontractors** – You must understand and comply with all laws applying to independent contractors, which provides them with rights to bring a claim if the terms of a contract are 'unfair', including in relation to payment. In assessing the fairness of an independent contractor agreement, Courts will look at whether the amount paid under the contract is the same as what an employee performing the same or similar work would receive.

You may be required to back-pay workers and pay significant penalties if you fail to comply with your obligations under relevant Workplace Laws, including the Fair Work Act or Modern Awards. In order to comply with your obligations to your workers (whether employees or subcontractors) under Modern Awards you need to be able to answer the following questions:

- Which Modern Award best covers the work being performed by your workers?
- Under the applicable Modern Award, what monetary entitlements need to be paid based on the work being performed by your workers (e.g., base rate of pay, overtime, shift penalties, meal allowances, etc.)? These entitlements change over time and so, it is also your responsibility to monitor changes and ensure you adjust your payments accordingly. This may result in you needing to seek a price review from Australia Post so that your contract fees remain sufficient.
- Under the applicable Modern Award, what non-monetary entitlements need to be provided based on the work being performed by your workers (e.g., annual leave, personal leave, meal breaks, etc.)?

The majority of work performed by delivery contractor drivers (i.e., delivery of mail / parcels using light vehicles) will fall within the scope of the Grade 2 classification in the Road Transport and Distribution Award. However, if your workers are using different vehicles, performing non-delivery work or a mix of delivery and other work, then a different classification or even a different Modern Award might apply.

To find out more information, including which Modern Award is relevant to your workers, go to www.fairwork.gov.au/awards-and-agreements/awards and <https://www.fairwork.gov.au/awards-and-agreements/awards>. You can also use the Fair Work Ombudsman's Pay and Conditions calculator to work out the correct pay rates, leave entitlements and other conditions applicable to your workers.

3.16.6 Employee Pay Obligations

All your employees must be paid properly for all time worked, including time spent:

- training.
- in team meetings.
- opening and closing the business; and
- working trial shifts (unpaid trials are only ok to demonstrate the skills needed for the job).

It is also unlawful to:

- make a deduction from an employee's pay (unless the employee agrees in writing, or it is required under an applicable law, e.g a valid Garnishee Order).
- make an employee spend their own money, or pay the employer money; or
- make an employee give back some of their wages (such as a cash back scheme).

3.16.7 Minimum Employee Entitlements

By law you are required to provide your employees with certain minimum entitlements in addition to paying them in line with any applicable Modern Award. These minimum employee entitlements are contained in the NES and Modern Awards. The NES are 11 minimum standards of employment that you are required to provide to all employees, including:

- maximum weekly hours - 38 hours per week, plus reasonable extra hours.
- request for flexible work arrangements.
- annual leave (excluding casual employees).
- personal/carer's leave, compassionate leave and family and domestic violence leave.
- parental leave and related entitlements.
- long service leave.
- public holidays.
- notice of termination and redundancy pay; and
- Fair Work Information Statement and Casual Employment Information Statement.

Employment contracts can provide for other entitlements but cannot exclude the minimum employee entitlements in the NES or the relevant Modern Award or make employees worse off than their minimum employee entitlements.

3.16.8 Casual Employees

Under the Fair Work Act and Modern Awards, there are special rules that apply only to casual employees regarding their pay and minimum entitlements.

Under the Fair Work Act, a person is a casual employee if:

- they are offered a job.
- the offer does not include a firm advance commitment that the work will continue indefinitely with an agreed pattern of work; and
- they accept the offer knowing that there is no firm advance commitment and become an employee.

Under most Modern Awards, there are specific pay obligations for casual employees. For example, most casual employees are entitled to a higher hourly rate of pay. However, casuals are not entitled to some of the minimum employee entitlements in the NES, such as paid annual leave and paid personal leave.

It is important that you understand whether your employees are casual or permanent employees. If you get this wrong, and you treat a permanent employee as a casual, it is very likely that you will have failed to comply with your obligations under the NES.

3.16.9 Keeping Up with Changes

Minimum pay rates under Modern Awards change each year so it's important you monitor the Fair Work Commission wage reviews and increases to make sure you always pay your workers appropriately.

Other conditions of employment in Modern Awards and the Fair Work Act can also change, so it's essential you stay up to date with any changes and make the adjustments to your employees' entitlements that are required.

3.16.10 Modern Slavery

'Modern slavery' is a term used to describe various types of human exploitation for labour or service, including human trafficking, slavery, child labour and forced labour.

The Australian Government has introduced legislation to tackle modern slavery in supply chains. The ***Modern Slavery Act 2018 (Cth)*** requires large businesses with annual consolidated revenue of at least AUD\$100 million, to assess and report on modern slavery risks in their operations and extended supply chain networks in a publicly available yearly Modern Slavery Statement.

This legislation applies to Australia Post, and Australia Post is required to issue an annual Modern Slavery Statement.

Australia Post will need the assistance of its supply chain and business partners to meet its obligations. Successful tenderers may be required to provide Australia Post with information to help us assess our modern slavery risk. This may include information that enables Australia Post to assess whether workers are being engaged and paid in a lawful and compliant way.

Australia Post has zero tolerance for modern slavery in its operations or extended supply chain, and expects Contractors to treat their workers fairly, respectfully and ensure they receive their minimum legal entitlements under workplace laws. In addition, in line with the contract with Australia Post, contractors will be expected to comply with ongoing obligations under the Supplier Code of Conduct which deals with modern slavery and other workplace requirements.

If you would like any further information on modern slavery, or the legislation that addresses these risks, you can visit the Department of Home Affairs website - <https://www.homeaffairs.gov.au/about-us/our-portfolios/criminal-justice/people-smuggling-human-trafficking/modern-slavery>

3.16.11 Superannuation

As a Contractor, you will be responsible under the law (and the DCA) to ensure you comply with superannuation obligations for your workers. This includes:

- **Employees** - You must pay superannuation regardless of a worker's earnings. (Before 1 July 2022, you did not have to pay superannuation for a worker earning less than \$450 a month.)
- **Subcontractors** – You must pay [superannuation for subcontractors](#) if you pay them mainly for their labour. This is the case even if they quote an Australian business number (ABN). Even if you are not required to make superannuation contributions, superannuation entitlements should be considered in calculating a fair pay rate under the contract.

If you do need to make superannuation contributions for your workers, there are also specific requirements regarding:

- **How much must be contributed**– as of 1 July 2022, the minimum amount you must contribute to a superannuation fund for a worker is 10.5% of the worker's ordinary time earnings. This rate is set to rise again to 11% on 1 July 2023 for the 2023–24 financial year. This amount can change over time, and it is your responsibility to ensure you monitor any changes.
- **Method** - Superannuation must be paid into a complying superannuation fund and, in most cases, workers have the right to nominate the fund. Paying an additional 10.5% of wages (as of 1 July 2022) directly to your worker on top of their usual pay may not be sufficient where a superannuation contribution is required by law.
- **Timing** – Where superannuation entitlements must be paid into a superannuation fund, you must make superannuation contributions at least four times per year, by the quarterly due dates.

You may be required to pay significant penalties if you fail to make superannuation contributions on behalf of your workers if you fail to contribute the correct amount or if you make late payments.

If you are unsure of your obligations in relation to superannuation more information can be found by contacting the ATO on 13 10 20 or <https://www.ato.gov.au/Business/Super-for-employers/>. Australia Post is not responsible for superannuation payments to your personnel.

3.16.12 Visas and Work Rights

A person can legally work in Australia if:

- they are an Australian citizen or permanent resident or a New Zealand citizen; or
- they hold a valid visa with permission to work.

Before you hire a worker, you must check that they can legally work in Australia. If you engage a person who is on a visa, you are also responsible for ensuring that they comply with any work-related visa conditions.

Significant penalties can apply where a person is working illegally. Information about visa entitlements may be found using the Department of Home Affairs Website at:

<https://immi.homeaffairs.gov.au/visas/employing-and-sponsoring-someone/hire-someone-in-australia>

3.16.13 Checks of work rights

Australia Post's Character Check process (through Fit2Work) includes a Visa Entitlement Verification Online (VEVO) check for any workers who are not Australian citizens or permanent residents. This check confirms the person's right to work in Australia and identifies any visa restrictions or conditions that need to be monitored.

There are two types of work rights and visa requirements - unlimited and limited. If your workers have an unlimited type of work right or visa, there are no restrictions on the hours, occupation, or location they may work in.

If your workers have a limited type of work right or visa, depending on which type of visa or work rights they have, this may mean that they are restricted from performing work in some way. For example:

- Student visa – the visa holder will generally have a limit on the number of hours worked per fortnight.
- Restricted work area – the visa holder is restricted to not living, studying or working outside of a 'stated' area.
- Skilled worker – the visa holder can only work in particular skilled professions that do not include delivery driving; and
- Working Holiday Visa – the visa holder can only be engaged with one employer at one location for 6 months.

3.16.14 Monitoring and surveillance

Australia Post may undertake monitoring and/or surveillance of a Contractor or its personnel in performing the Services under the DCA, including:

- CCTV camera surveillance in Australia Post locations including retail outlets, processing facilities, delivery facilities, transport facilities and any other Australia Post sites visited while performing the Services
- Monitoring, recording and surveillance of all communications and data and tracking surveillance (including GPS tracking) of Australia Post Equipment used in performing the services (for example, any scanning device carried by a Contractor or its personnel which has GPS capability enabled).
- In some cases, our customers may use tracking devices to monitor the location of articles that they send.

Contractors and their personnel must comply with all Relevant Laws and Australia Post Policies and Procedures relating to monitoring and/or surveillance. This includes reading and ensuring that Contractors and personnel understand the Australia Post Privacy and Technology Statement, which is available at www.ourpost.com.au.

Australia Post may use any information obtained through monitoring and/or surveillance for business and/or operational reasons, to meet its business needs, or to assess a contractor's compliance with the requirements of the DCA.

Monitoring and/or surveillance has commenced for Contractors and, in the case of Tenderers who enter into a DCA, will commence once the Tenderer starts performing the Services. The surveillance and/or monitoring is ongoing and continuous.

3.16.15 Subcontracting- General

As a Contractor, you will be responsible under the law and your DCA for ensuring you have appropriate arrangements in place for any subcontractors you engage to assist you with performing services for the Australia Post Group. This includes:

- ensuring that any subcontracting arrangements are genuine and are not likely to be considered 'sham contracting' under the Fair Work Act.
- maintaining visibility over the services performed by subcontractors, which can be achieved by avoiding complex subcontracting arrangements (sub-subcontracting by subcontractors is not permitted); and
- ensuring that your subcontractors comply with obligations under your contract, which can be achieved by having them enter into the Approved Subcontractor Agreement (or like agreement containing the terms of the Approved Subcontract Agreement and monitoring their compliance with the terms of that agreement).

If Australia Post is not satisfied that a Contractor has engaged a Subcontractor as a genuine independent contractor, it may direct the Contractor to cease using that Subcontractor to perform the Services.

3.16.16 Subcontracting- Genuineness

A sham contracting arrangement occurs where an employer attempts to disguise an employment relationship as an independent contracting arrangement. This is usually done with the aim of avoiding responsibility for employee entitlements. Sham contracting is unlawful under the Fair Work Act and may have flow on effects for a range of other employment entitlements.

Historically the law in this area has been complex and there has no single factor to test whether an arrangement is a genuine contracting arrangement. Instead, a range of factors have been considered and balanced. Up until recently the Courts looked at the whole of the relationship between the parties when determining whether a person is a contractor or an employee under the law. The current legal position emphasises that the substantive rights and obligations of the parties set out in a valid written contract (and not just the title of the contract) will be key in characterizing the nature of their work relationship. Australia Post requires Business Partners to use the Approved Subcontractor Agreement to ensure that an appropriate written contract is in place if you engage any Personnel as Subcontractors.

The FWO website (<https://www.fairwork.gov.au/tools-and-resources/fact-sheets/rights-and-obligations#sham>) and the Federal Government Business website (<https://www.business.gov.au/People/Contractors>) have a range of information on the difference between employees and contractors.

3.16.17 Subcontracting- Australia Post Requirements

It will be a requirement of your DCA with Australia Post that you comply with all relevant laws, including the sham contracting laws under the Fair Work Act.

To ensure you comply with these obligations Australia Post has put in place specific requirements around Contractor's subcontracting arrangements. Australia Post will be requiring:

- **One level of subcontracting:** Limit subcontracting arrangements to one level. As a Contractor you will be able to engage subcontractors, but your subcontractors cannot further subcontract the work. However, your subcontractors can employ employees to perform the work if you consider it appropriate.
- **Written agreements:** Have in place written subcontracting agreements with each subcontractor. Your subcontracting relationships must be documented and contain the obligations in the Approved Subcontractor Agreement prepared by Australia Post and provided to the Principal Contractor.

If you propose to engage subcontractors, please contact your state contracts team for a copy of the Approved Subcontractor Agreement.

- **Providing a vehicle:** Require the subcontractor to provide the vehicle that is used to perform the services. A contractor must ensure that each of their subcontractors provides their own vehicle.

A subcontractor will be considered to be providing their own vehicle if they either:

- i. Option 1: own the vehicle.
- ii. Option 2: lease the vehicle from a third party on market standard terms; or
- iii. Option 3: lease the vehicle from the Principal Contractor under a standard lease agreement template provided or approved by Australia Post containing market standard terms.

If the subcontractor provides their own vehicle in line with either Option 2 or Option 3 then the following additional requirements must also be met:

- the arrangement must be entered into freely by the subcontractor. For example, if the Contractor purchases vehicles and wants to lease them to subcontractors, subcontractors can choose to lease the vehicle from someone else or use a vehicle they own.
- the lease must be in writing and in line with standard commercial vehicle leasing arrangements. In relation to Option 3 only, Australia Post has prepared a template standard lease agreement, which Contractors are required to update and then use in line with their arrangements.
- the subcontractor must be responsible for the maintenance of the vehicle and associated costs.
- the subcontractor keeps possession of the vehicle when they are not working for the Contractor; and
- the subcontractor can use the vehicle for private use or to perform delivery work for other companies.

If you propose to go with **Option 3**, please contact your state contracts team for a copy of the template standard lease agreement and associated guidance material on the requirements for entering leases.

If a Contractor wishes to provide the vehicles used to perform the services, then any worker engaged to use those vehicles to perform Australia Post services must be engaged as an employee.

In addition, Australia Post recommends that Contractors engage incorporated entities as subcontractors. If a Contractor chooses to engage an individual as a subcontractor, then the Principal Contractor needs to take steps to ensure that they are meeting any legal obligations to that individual, which may include paying superannuation into a superannuation fund for that subcontractor.

3.16.18 Compliance Measures

Australia Post has a range of internal processes and controls designed to ensure its Contractors are complying with workforce obligations, including payments to workers, superannuation, visa requirements and subcontracting arrangements.

This compliance framework will include activities that test compliance both at the time of awarding contracts as well as during the term of the DCA (both routine compliance monitoring and random, spot checks).

We are keen to work with you on your understanding of these compliance measures and our expectations in relation to them. If you have questions about what will be required or what it means, then you can speak to your Australia Post Representative or a member of our Procurement Compliance Team.

The information and documentation that will be sought from you as part of these compliance activities will include records that any employer is required to maintain by law (see information above on Keeping Business Records). It is anticipated that all Contractors will have this information available either in their own record keeping or through their accountant.

3.16.19 Responding to requests

You must cooperate with Australia Post's compliance measures by providing information requested by Australia Post in a reasonable timeframe and addressing identified compliance issues to our reasonable satisfaction.

You must not ignore requests regarding compliance measures. Under the DCA Contractors must comply with laws and provide Australia Post with information demonstrating that you are complying with both your legal and contractual obligations. Failure to comply with a request for information within a reasonable timeframe and to our reasonable satisfaction, may result in an Improvement Notice for a breach and/or termination of your contract.

3.16.20 Notification of breaches

As set out above, Australia Post has in place a range of routine monitoring processes and random spot-checks to ensure its Contractors are complying with workforce obligations when awarding contracts and during the term of the agreement. This continues under the DCA but there are some changes relating to the notification of breaches of workforce obligations.

If You become aware of any potential, actual or alleged breach of workplace obligations (including payments to workers, superannuation, visas, and subcontracting arrangements) by either you or a Subcontractor, you must:

- immediately notify Australia Post in writing of the details of the breach.
- investigate and rectify any breach or non-compliance e.g., by making any payments due to personnel.
- allow Australia Post to use its audit powers under the DCA.
- cooperate and assist Australia Post or any regulator, including by participating in investigations, audits or remedial actions as requested; and
- as the rectification occurs, provide Australia Post with progressive evidence of the rectification of any breach or non-compliance, including a recertification of compliance with Workplace Laws once all rectification actions are completed.

3.16.21 Federal Government Business Guidance

There is a range of helpful guidance for business owners on the Federal Government Business website (<https://www.business.gov.au>). More information regarding your obligations under the Fair Work Act and Awards is available through the Fair Work Ombudsman (FWO) website).

3.16.22 Australian Taxation Office

Information about superannuation can be found by contacting the ATO on 13 10 20 or <https://www.ato.gov.au/businesses-and-organisations/super-for-employers>

Information about tax invoices including Recipient Created Tax Invoices can be found by contacting the ATO on 131020 or via online resources.

3.16.23 Department of Home Affairs

Information about visa conditions and related work entitlements may be found using the Department of Home Affairs Website at: the following link <https://immi.homeaffairs.gov.au/visas/employing-and-sponsoring-someone/hire-someone-in-australia>

3.17 Other Legal Matters

3.17.1 Goodwill

Tenderers should note that Australia Post owns and is entitled to retain any goodwill associated with any services performed in accordance with the DCA, and the DCA is not a saleable asset. Australia Post does not permit any contractor to “sell” the DCA, although conditional rights to seek contract assignment are set out in the DCA.

3.17.2 Our Ethics

The contractor will be required to comply with Australia Post’s code of ethics as stated in the *Our Ethics* booklet. This code of ethics applies equally to all staff and contractors and you can obtain a copy on www.ourpost.com.au or a copy can be provided to you by local management.

3.17.3 Conflict of interest

Australia Post is committed to a merit based decision-making process.

- Close family or personal relationships existing between a tenderer and an Australia Post employee who has some influence during the tender process may give rise to a conflict of interest. Any actual or perceived conflict of interest may result in a tender being rejected.

Any questions regarding conflict of interest should be directed to the Australia Post contact point set out in the tender advertisement.

3.17.4 Australia Post reputation

It’s important for contractors (and their personnel) to be aware that they are the public face of Australia Post and that their conduct may reflect both positively and negatively on the reputation of Australia Post. Contractors (and their personnel) must not do anything which in Australia Post’s reasonable opinion might cause detriment to Australia Post’s reputation.

Contractors and their personnel are not permitted to make statements to the media without the written permission of the Australia Post representative. In the event is contacted by the media this must be immediately notified to the relevant Australia Post Representative.

3.17.5 Privacy policy

The contractor will be obliged to comply with Australia Post’s privacy policy, available at Auspost.com.au

By submitting a tender, tenderers provide an acknowledgement and consent to Australia Post under the Privacy Act in the terms set out in Section 4.

End of section 3.

Section 4: Conditions of Tender

4.1 Introduction

This section sets out the conditions of tender. The tenderer is reminded that this document including the below conditions will form part of any final DCA.

4.2 The Tender Process

Recommended approach

The tenderer will be required to acknowledge they have read and understood the following documents to gain a better understanding of Australia Post's business, the type of service being tendered, and ongoing Contractor requirements and obligations which must be observed during the term of any contract: - • Information for Tenderers Booklet,

- Sample DCA & Schedule,
- Mail Service Specifications,
- Operations Manual,
- Approved Subcontractor Agreement, and
- All Referenced policies, procedures, and templates.

Australia Post strongly recommends that the tenderer obtain legal and financial advice when preparing their tender. Once all documentation for the tender is complete it must be submitted before the closing date.

Initial assessment

All tenders will be assessed against the tender assessment criteria set out in this Booklet.

Interviews

Australia Post will conduct an initial assessment of all tenders to produce a shortlist of tenderers to interview. Tenderers selected for interview will be notified. However, if no tender is regarded as suitable, Australia Post may decide not to interview any tenderers and may re-advertise the tender. This decision will be made at Australia Post's sole discretion.

Notifying all tenderers

Once Australia Post has decided to accept a particular tender, all tenderers will be notified in writing of their success or otherwise. As Australia Post tenders a large number of mail delivery services each year, it may take up to four months after the tender close date to complete the selection process and notify tenderers.

Assessment process

The assessment process is confidential. Australia Post will not comment or assist on progress until the selection process has been completed.

4.3 Use of the Tender Documents

Use of documents

Documents provided to the tenderer by Australia Post may not be used without prior written permission from Australia Post, for any purpose other than:

- the tenderer submitting a tender; and/or
- if the tenderer is successful, in performing the services under the DCA.

The tenderer will not make a copy of the Mail Service Specifications without prior written permission from Australia Post. If the tenderer is unsuccessful Australia Post may require the tenderer to return all copies of the Mail Service Specifications.

4.4 Effect of Submitting a Tender

Nature of the tender submission

By submitting a completed and signed Tender Form, the tenderer is making a formal offer of its services at a certain price.

In effect, from the date on which the completed Tender Form is received by Australia Post, the tenderer agrees to:

- be bound by the conditions of tender, and
- punctually perform all the obligations required on their part by the conditions of tender

Purpose of conditions of tender

These conditions of tender will form part of the tender and are incorporated by reference into the final DCA arising between Australia Post and the contractor. These conditions of tender regulate the rights and obligations of the parties in the tender process. It is therefore important that tenderers read and fully understand this document together with:

- the DCA
- Operations Manual
- the Mail Service Specifications
- the Tender Form

Meaning

Any words, phrases, rules of interpretation defined in the DCA will have the same meaning in these tender conditions. As the final DCA is provided only to the contractor, tenderers can read the Sample Contract as a guide.

4.5 Eligibility of Entity

Eligibility

The tenderer warrants to Australia Post that they are:

- capable at law of entering into a commercial relationship with Australia Post in the form of the Mail Contractor Agreement.
- capable of providing or directing the performance of personalised mail delivery service contemplated under the DCA; and
- an Australian incorporated entity or citizen, or eligible for permanent residence.

The tenderer must:

- be eligible (as described above) at the date of the tender; and
- remain eligible on the execution date, and the commencement date.

Preference for incorporated entities

Australia Post has a preference for contractors who are incorporated businesses rather than an individual. If the tenderer is not a company when they submit their tender, they are strongly encouraged to:

- form a company
- ensure that if they incorporate a company, that company will be the party entering into the DCA.

In some situations, the tender may be awarded to someone who is an individual rather than a company, but this decision will be made at Australia Post's sole discretion.

4.6 Tender Form

Variations in operating costs

Tenderers should calculate their tender price in consideration of:

- the scope of services defined in the Mail Service Specifications
- costs for all items that the contractor requires to perform the services under the Mail Contractor Agreement.

Tenderers should note that the DCA has provision for price variations because of:

- Australia Post varying the scope of services in the Mail Service Specifications
- changes to certain input costs of providing the services



A condition for varying the tender price for changes to certain input costs is that tenderers must complete the Tender Form.



Please refer to the Sample DCA for further detail.

4.7 Tenderer's Signature

Pages to be signed

The tenderer must sign (either initial or full signature) every page of the Tender Form before submitting their tender. The tenderer's full signature is required on the Acknowledgement Page. Signature by means of an approved electronic signature process will be accepted.

Companies

If the tenderer is a company, the Tender Form must be initialled or signed on every page:

- by a director, or
- by an authorised representative of the company.

Individual person

If the tenderer is an Individual, the Tender Form must be initialled or signed on every page either:

- by the tenderer personally, or
- by an authorised representative of the tenderer.

Authorised representative

An authorised representative must be nominated in writing by the tenderer.

Where a Tender Form is signed by an authorised representative, a copy of the document authorising the person to sign must be submitted with the tender – for example, a power of attorney or corporate resolution.

4.8 Collusive Tendering Forbidden

Arrangements with other tenderers

The tenderer must not enter into any agreement, arrangement or contract with any other tenderer or any industry association concerning the preparation of its tender that breaches the Australian Competition Law.

Payment to other tenderers

The tenderer warrants that they:

- have not agreed to pay any other tenderer any amount in relation to the tender, and
- have not agreed to pay on behalf of any other tenderer any amount in relation to the tender.

4.9 Additional Information

Information that Australia Post may require

During the selection process, Australia Post may require a tenderer to provide information in addition to their original tender. Examples may include (but are not restricted to) documents and information relating to the tenderer's:

- business
- financial position
- ability to perform the services under the DCA.

4.10 Acceptance of Tender

Australia Post discretion

Australia Post reserves the right, in its absolute discretion, to accept or reject any or all tenders if it considers that it is in the interests of Australia Post. All tenderers will be notified in writing of the success or otherwise of their tender.

Tender assessment criteria

Australia Post considers a range of criteria in assessing each tender. These include:

- the tenderer being an existing company or agreeing to form a company
- satisfactory completion of Due Diligence assessment by Australia Post
- whether all costs have been accounted for and are reasonable
- the overall completeness of the tender. (It is important for the tenderer to answer all relevant questions and provide all required documents when submitting their tender.)
- the ability to perform the services as demonstrated by the tenderer's operational and contingency plans
- the tenderer's understanding of and ability to comply with WHS requirements as demonstrated by the high-level overview of their Work Health and Safety plan to meet legislative requirements
- the suitability of proposed vehicle(s)
- the tenderer's understanding of and ability to comply with workforce obligations
- previous &/or relevant experience (for example, in performing mail delivery services, experience as the licensee of a post office, experience in the delivery or transport industry, courier services, or managing a business)
- whether the tenderer can fulfil all Australia Post requirements relating to performing the services, particularly with respect to the vehicle registration and insurance provisions, and the licensing of drivers/operators
- suitability of Chain of Responsibilities management strategies (needed only if a vehicle greater than 4.5 tonne GVM is required to perform the services). And suitability of fatigue management strategies (needed only if a vehicle greater than 12 tonne GVM is required to perform the services).

Tender negotiations

Australia Post also reserves the right, at its absolute discretion, to:

- negotiate with any or all tenderers concerning the extent and price of the services that have been submitted
- accept any part of a tender or separate tender for parts of the services for which tenders have been submitted
- negotiate with tenderers concerning the extent and price of parts of the services which for which tenders have been submitted.

Re-advertising the services

Australia Post expressly reserves the right, at its absolute discretion, to:

- not accept any or all tenders, or
- re-advertise the services, or
- abandon the invitation for tenders and invite new tenders.

If the services are re-advertised on the same terms, then a previously submitted tender will be considered in any re-advertised invitation for tenders unless the tenderer notifies Australia Post that its tender is withdrawn.

Notification of accepting a tender

Australia Post will notify the successful tenderer in writing that their tender is accepted.

The Delivery Contractor Agreement

A contract between the parties will come into being only when both Australia Post and the contractor sign the DCA.

Starting services before signing the Delivery Contractor Agreement

Where both parties agree to begin the services before signing the final DCA (e.g., due to an urgent need to start the delivery service), the successful tenderer agrees to perform the services in accordance with the DCA. The successful tenderer agrees to be bound by the terms and conditions of the DCA until such time as the DCA is formally executed or the offer is withdrawn by Australia Post.

4.11 Failure to Comply

Deemed as withdrawal

If the successful tenderer fails to comply with any of the requirements of the conditions of tender:

- this will amount to a withdrawal by the successful tenderer of its tender, and
- all existing contractual negotiations between the parties with respect to the subject matter of the tender will cease.

Right to re-negotiate with other tenderers

In the event of such failure to comply (and thus deemed withdrawal) Australia Post may then, without further notice to the successful tenderer, negotiate to enter into the DCA with any one or more of the other tenderers.

4.12 Confidentiality of Information

Confidentiality applies to both parties

Both Australia Post and the tenderer will treat in strict confidence the tender and any information provided by either party to the other pursuant to the tender. Both parties agree to not misuse or disclose to third parties such information except:

- as may be in the public domain (i.e., information already publicly available)
- as approved by the other party in writing
- as required by law.

Freedom of Information Act

The tenderer acknowledges that Australia Post is subject to the *Freedom of Information Act 1982* and may be required to disclose a document (or part of a document) relating to this contract or the services under that Act.

4.13 Privacy Act – Acknowledgement

Circumstances for disclosure of personal information

The tenderer:

- confirms their understanding that section 18E(8)(c) of the Privacy Act 1988 permits Australia Post to provide a credit reporting agency with personal information about
- the tenderer

- acknowledges that the personal information collected about the tenderer is for the purpose of considering the tender and for managing the relationship between Australia Post and the tenderer
- authorises Australia Post to obtain (from a credit reporting agency) a credit report about the tenderer to assess the tender and also to collect overdue payments
- authorises Australia Post to give to, and obtain from, credit providers that may be named in a credit report issued by a credit reporting agency any information about the tenderer's credit arrangements
- acknowledges that Australia Post may disclose to other credit providers information about the tenderer including their creditworthiness or credit history in order to:
 - assess an application by the tenderer for credit
 - notify them of any default by the tenderer
 - inform other credit providers who allege that the tenderer is in default with them.
- acknowledges that Australia Post may also disclose the personal information collected about the tenderer in the following circumstances:
 - to a contractor of Australia Post under an outsourcing arrangement but only where the contractor is committed to meeting the same privacy obligations as those binding on Australia Post
 - to Australia Post's related entities
 - to any person reasonably necessary for the purposes of that person taking an assignment of the agreement.
- acknowledges that Australia Post may disclose a credit report that is or has been in its possession or information derived from that report which contains personal information about the tenderer, to a person who is a guarantor, or to a person for the purpose of that person considering whether to offer to act as guarantor, in respect of:
 - credit given by Australia Post to them
 - credit for which they have applied to Australia Post
- acknowledges that Australia Post may not be able to process this application without the personal information described above
- acknowledges that Australia Post may give a credit reporting agency certain personal information about them at any time after the making of this application
- acknowledges that at any time upon request the tenderer may gain access to the information that Australia Post holds about it in accordance with the Privacy Act 1988 and the National Privacy Principles.

4.14 Security Checks

For the purpose of this sub-section, references to “personnel” include Subcontractors who are engaged in providing Services.

Requirements

Australia Post requires security and identity checks to be undertaken (including enquiries with the Australian Federal Police and/or any police service of a state or territory) in respect of: • any of the contractor’s directors (whether they perform or intend to perform the services or not), and

- all of the contractor’s personnel.

All proposed personnel must consent to undergo and pass a thorough security check before commencing to perform any part of the services. The tenderer must provide all necessary personnel details for that purpose immediately upon request by Australia Post.

Condition precedent

These security checks are a condition precedent:

- to the tenderer entering into a DCA, and
- to personnel performing, or continuing to perform, any services.

Disclosure of prior records

For the purposes of the security check, the tenderer and any proposed personnel must provide details of any criminal charges, convictions or fines recorded against their names and consent to these details being verified by the Australian Federal Police.

Personnel to be approved by Australia Post

If any personnel are considered unsuitable by Australia Post as a result of a security check, the tenderer may be required to nominate new personnel. All personnel must be approved by Australia Post.

4.15 Familiarisation Process

Familiarisation before start of Delivery Contractor Agreement

The successful tenderer, or their personnel, may choose to participate in activities in order to become familiar with performing the services before the commencement date under the DCA.

The familiarisation process will occur during a period no earlier than three weeks before the commencement date.

Role of existing (outgoing) Contractor

The tenderer acknowledges that Australia Post may require an existing (outgoing) contractor to provide assistance to a new (incoming) contractor at no cost to the new contractor.



The existing contractor cannot charge costs to the new contractor for such familiarisation.

New (incoming) Contractor

The familiarisation process is recommended for smooth transition of service but is entirely voluntary. No payment will be made to the new contractor for their time or costs in participating in the familiarisation process.

Nature of familiarisation

During the familiarisation process, the new contractor must only observe the process and not actually perform the services. The service performance is still the responsibility of the existing contractor.

Requirements during familiarisation

A successful tenderer who elects to participate in the familiarisation process will be required to:

- keep confidential all information obtained and documents received during the familiarisation process (see Section 4.12)
- to have insurance (including workers' compensation insurance) for any of their personnel participating in the familiarisation process. The insurance must indemnify the existing contractor and Australia Post from any liability for death or personal injury to the tenderer and their personnel except for:
 - any liability which arises from a motor vehicle accident and in respect of which the successful tenderer and/or their participating staff are able to recover under compulsory third-party motor vehicle insurance for death or personal injury.
 - any liability arising from, and solely to the extent of, the negligence of Australia Post. For the purpose of this paragraph, Australia Post includes any person (but not the existing contractor or any driver or other staff of an
 - existing contractor) in respect of whom Australia Post is vicariously liable.

Training sessions

Australia Post may require contractors and/or its personnel to complete induction or other training run by or on behalf of Australia Post from time to time. This training may be conducted in person or online. The contractor will be responsible for the costs associated with this training.

4.16 Independent Advice

Australia Post recommends every contractor to obtain independent legal advice before they execute the DCA to ensure that the tenderer is aware of the general nature, obligations, risk and effect of the:

- DCA (using the Sample Contract as an example); and
- Statutory Declaration.

Australia Post strongly recommends that all contractors also obtain financial and business advice in relation to the DCA.

4.17 Tenderer's Costs

The tenderer is responsible for their own costs, including accounting and legal costs, in preparing, submitting, negotiating and executing this tender including any subsequent DCA arising from this tender. When preparing its Tender submission and calculating the Contract Fee Australia Post recommends the tenderer fully considers and make allowance for all expenses relating to the performance of the Services and the requirements of the Agreement, including appropriate payment of Personnel with respect to any Relevant Law.

4.18 Governing Law

This tender shall be governed by and construed in accordance with laws in force in the State in which the tender is submitted and the parties submit to the non-exclusive jurisdiction of the courts of that State.

4.19 Documents to be Provided

At tender submission

The following forms and documents are required to be submitted by the tenderer:

- Tender Form provided by Australia Post, duly completed, including a completed acknowledgements page in the Tender Form
- The following will be separate documents but will need to be submitted together:
 - an operational/contingency plan
 - Work Health and Safety high level proposal
 - Chain of Responsibility (if required)
 - a resume or other document that outlines previous work history
 - a copy of the document authorising a person to act on behalf of the tenderer (if required)
 - fatigue management strategies (only needed if a vehicle greater than 12 tonne GVM is required to perform the services)

Within 14 days of notification of success

A successful tenderer will be required to arrange execution of the following documents within 14 calendar days of being notified of their success in the tender process:

DCA in the form contained in the Sample Contract and incorporating the details specified in the Mail Service Specifications.

- Completed Statutory Declaration properly witnessed
- in the case of any contractor located or performing services within the State of New South Wales, a subcontractor's statement regarding
 - workers' compensation
 - pay-roll tax
 - remuneration.

Before starting services

A successful tenderer must provide Australia Post with the following documents, unless agreed otherwise, before starting to perform the services under the DCA:

- a finalised version of an operational/contingency plan (an initial plan would have been submitted as part of the Tender response)
- a final version of an WHS management plan
- certified copies of all insurance policies, cover notes and/or certificates of currency
- request for authorisation to engage subcontractors if applicable.

Further, all proposed personnel must, before starting to perform the services, be entered into the Manage My Team system and undergo and pass a security check (as defined in the Delivery Contractor Agreement).

End of section 4.

Section 5: Tender Instructions

5.1 Introduction

About this section

This section contains instructions for completing the Tender Form. The aim of these instructions is to assist tenderers to correctly complete the tender form, and with sufficient information for Australia Post to assess the tender. The instructions have been prepared by Australia Post without taking into account any particular tenderer's situation.

Therefore, these instructions do not constitute legal and financial advice and should not be relied on as such. Before completing the Tender Form, a tenderer should consider the information sought by

Australia Post having regard to the tenderer's own situation. Australia Post will require the tenderer, if successful, to obtain legal advice prior to entering into the Agreement. Australia Post also strongly recommends that the tenderer obtain financial advice when preparing their tender.

5.1.1 Price

Price structure

For the services being tendered, the pricing required will be stated opposite the heading "Pricing Structure" in the Mail Service Specifications, which will be as:

- a rate per annum, or
- a rate per unit, or
- on occasions, a rate other than per annum or per unit.

Incorporating costs for all expenses

The contractor will be responsible for paying all their expenses in relation to performing the services during the term. Tenderers should therefore:

- understand all their obligations in relation to performing the services, and
- inform themselves of the costs associated with meeting those obligations.

To understand all the obligations, tenderers must read:

- the Information for Tenderers booklet,
- the Sample Contract, and
- the Mail Service Specifications.

All costs associated with meeting all obligations in relation to performing the services must be included in the tender price.

Tenderers GST registration status

The tender price submitted will depend on whether the tenderer intends to register for GST or not. They should complete the Tender Form for their intended GST registration status. Where the tenderer is registered, or intends to register, for GST, the tenderer is required to specify a GST component in the Tender Form.



Some information on GST and ABN is contained in the General Information for Tenderers. More detailed information is available at the ATO website www.ato.gov.au.

5.1.2 Businesses Registered for GST

GST-registered entities

If you are registered, or intend to register, for GST, complete the following pages in the tender form:

- Tenderer and Contract Fee Summary
- Tender Form for GST-registered entities
- Acknowledgements & Sign-off.



The GST rate at the time of printing this document is 10%. To check the current GST rate, go to www.ato.gov.au

Net values

You should state the net value for the components at items A to F of the Tender Form.

For a GST registered entity, the net value is the GST inclusive price paid for a creditable acquisition for your business less any available input tax credit in respect of that acquisition.

EXAMPLE

GST inclusive price paid	\$110
Available input tax credit	\$10
Net Value	\$100

It is the tenderer's responsibility to determine the availability or otherwise of any input tax credit. The net value at Item G of the Tender Form will be increased by the GST rate if your tender is successful and you are registered for GST.



Depreciation, labour, and profit would not normally attract GST as a supply, so you should not include GST in the net value for these components.

5.1.3 Businesses Not Registered for GST

Non-GST-registered entities

If you are not registered, and do not intend to register, for GST, complete the following pages in the tender form:

- Tenderer and Contract Fee Summary
- Tender Form for non-GST-registered entities
- Acknowledgements & Sign-off.

It is Australian Post preference to deal with GST registered entities. This is likely to be a factor in our selection process if other competing tenderers with GST registration apply.

Net values

You should state the amount for the components at Items A to F of the Tender Form that represents the cost to you/your company. The net value at Item of the Tender Form will not be increased by the GST rate if your tender is successful and you are not registered for GST.

Requirement for an ABN and GST Registration

Even if your business is not registered for GST, it will still require an ABN.

The draft contract documentation includes the requirement to obtain and maintain ABN with GST registration during the term of the contract as a condition of the contract.

Australia Post preference is to deal with GST registered entities as this will enable us to prepare Recipient Created Tax Invoices for You. In the absence of an ABN or of an ABN with GST registration, there will be tax consequences as explained in section 3.2.

5.2 Cost Components in the Tender Form

Components

The cost components within the Tender Form are explained in this section.

If there is insufficient space when completing the Tender Form, the tenderer can attach additional pages.

Differentiating mail service use and private use of vehicles

Before estimating the vehicle costs, tenderers should firstly determine the percentage of the total use that the vehicle will be used for in performing the services.



Tenderers are strongly advised to seek independent financial advice and legal advice before entering into a lease for a Vehicle that is not wholly or predominantly used for commercial purposes. Any standard lease template provided by Australia Post won't be relevant to this scenario and should **not** be used.

Tenderers can use the Vehicle Details table in the Tender Form to determine this percentage.

- Write the estimated distance for performing the services in the Mail service column (obtain this information from the Mail Service Specifications).
- Estimate the distance you think that you would use the vehicle for privately and write this in the Private use column (private use is considered as all use other than performing the services).
- Add together the distances written in the Mail service and Private use columns, then write this total in the Total column.
- Calculate the percentage use for performing the services by the formula below:
MS / TD = Mail service % where: **MS** is the Mail service distance, and **TD** is the Total distance
- Write the answer in the Mail service % column.

A: Estimated vehicle costs – depreciation / leasing

(i) **Number of vehicles**

For performing some services, more than one vehicle may be required. For the specific services being tendered, the vehicles required will be stated in the Mail Service Specifications.

The Tenderer should calculate the depreciation / leasing costs for each vehicle type in the Tender Form.

(ii) **Estimating the average annual costs**

The amount you calculate should represent the average annual cost of providing the vehicle(s) to perform the services. Factors to consider when calculating an average annual cost would include:

- the current market value of the vehicle(s)
- life expectancy of the vehicle(s)
- resale value.

The principle in calculating the average annual cost is that:

- the total cost of obtaining the vehicle should be included in the tender
- the estimated resale value of the vehicle should be deducted from the total cost.

(iii) **Leasing and loan costs**

If vehicles are being leased or purchased under finance, tenderers can calculate the total cost of obtaining the vehicle by determining the:

- value of the monthly payments (M)
- number of monthly payments to be made (N)
- value of the loan residual or final payment, if any (R).

Calculate the total cost of the vehicle by the formula:

$$(M \times N) + R = \text{Total cost of vehicle}$$

Tenderers should write this amount in the Total cost of vehicle or current market value column.

B: Estimated vehicle costs – fuel

(i) **Summary by vehicle type**

The tenderer should calculate the fuel costs for each vehicle type in the Tender Form.

(ii) **Calculating fuel costs**

To calculate their annual fuel costs, tenderers should:

- write the estimated distance for performing the services in the Mail service distance column (obtain this information from the Mail Service Specifications), and
- determine the fuel consumption rate of the vehicle as the number of kilometres per litre.

Information about a vehicle's fuel consumption may be obtained from the vehicle manufacturer or an automobile association. To determine the fuel consumption tenderers should also take into account the number of times the vehicle will stop and start in performing the services.

Vehicle manufacturers usually state fuel consumption as "X" litres per 100km. From this, you can calculate the kilometres per litre by the following formula:

$$100 / X \text{ litres} = \text{the number of kilometres per litre}$$

Write the number of kilometres per litre in the Fuel consumption column.

If you are eligible to claim Fuel Tax Credits, you should deduct it from the fuel cost. Fuel tax credits provide businesses with a credit for the fuel tax (excise or customs duty) that's included in the price of fuel used in heavy vehicles and light vehicles used off-road.

- Determine the local price of fuel and write this in the Local fuel price column.
- Calculate the annual fuel cost by the formula below:

$$MS / FC \times \$ = \text{Total annual fuel cost} \text{ where:}$$

MS is the Mail service distance

FC is the Fuel consumption, and

\$ is the Local fuel price.

C: Estimated vehicle costs – other operating costs

(i) **Summary by vehicle type**

The tenderer should calculate the vehicle operating costs for each vehicle type in the Tender Form.

(ii) **Calculating vehicle operating costs**

Examples of items relating to vehicle operating costs are listed in the Vehicle Item column.

Tenderers should:

- determine the cost for each Vehicle Item
- subtotal the costs for all vehicle items and write this amount at Subtotal Other Operating Costs
- Multiply the Subtotal Other Operating Costs by the Mail service % from the Vehicle Details table, then write this amount at Mail service % Subtotal.

D: Labour costs

Labour cost components

The tenderer should clearly state labour costs for all personnel, including:

- number of hours that will be actually worked (the Mail Service Specifications provide a guide)
- labour rate (for more information, see the sources listed under "Award rates" following)
- all other Award entitlements (e.g.: Overtime, penalty rates, loadings, etc.)
- statutory superannuation contributions and all applicable taxes e.g., Payroll Tax, Fringe Benefits Tax.
- workers' compensation insurance
- provision for holiday and other leave.
- Management and supervisory hours

It is Australia Post's expectation that contractors will comply with all Workforce Obligations set out in section 3.14 of this document.

E: Other costs

Examples of other costs

Depending on the services to be provided, examples of other costs include:

- insurances required under the DCA
- work attire and personal protective equipment
- communications equipment
- specialised equipment leased from Australia Post
- motorcycle carrier systems (if applicable)
- mechanical lifting aids, such as handling aids or load shifting equipment (if applicable)
- fire extinguisher (if applicable)
- professional fees, such as financial and / or legal
- loan fees / bank fees (if applicable)
- personnel training

Costs for items such as personal computer hardware and software, association subscriptions, stationery and printing should not be included in the tender.

Recurring costs

Some items in Other Costs will be an expense that the contractor will incur each year. For these items, the tenderer should state the annual cost for the item in Other Costs.

One-off costs

Some items in Other Costs will be an expense that the contractor will incur only at the time of purchase. For these items, the tenderer should estimate the life expectancy of the item and divide the cost over that lifetime.



Please note that this is an indicative guide only and the items are from external suppliers. Tenderers are not obliged to use the suppliers listed. Australia Post reserves the right to negotiate with the successful tenderer to increase or decrease the tender price in line with fluctuations in the pricing before awarding the tender.

Motorcycles

General information on motorcycles

Please refer to [Section 2.1.6.2](#) of the Information for Tenderers booklet for information on motorcycles.

The following table shows the supplier and indicative estimated costs of components for the Honda CT110 and NBC110 carrier system. Tenderers should verify all current costs before making any final financial calculations

Item	Supplier	Indicative costs
Safepak frame includes: <ul style="list-style-type: none"> Carrier & Stays for Panniers Bracket, Metal Right Hand & Left Handset Back Plate, Metal, x 2 Handle Pannier x 2 	ELECTRIC VEHICLES PTY LTD 96 Nicholson Street Abbotsford, Vic, 3067 Ph: (03) 9417 3363 Email chandanie.atapattu@evehicles.com.au	Carrier System Complete (excl. GST): \$ 500.50
Pannier Bags	Larosa Leathersgoods 2/61 Settlement Rd Thomastown VIC 3074 Ph: (03) 9465 1121 Email larosa@larosa.com.au	CT110/NBC110 Excl. GST <ul style="list-style-type: none"> Front Bags (1 Required) \$ 36.56 Rear Bags (2 Required) \$ 74.03 ea. Zipper box bag (Optional) \$ 87.15



Tenderers should:

- confirm the accuracy of the indicative estimated costs with the suppliers directly as these costs may have changed
- check with the suppliers about product availability, and supply timelines, and any despatch or delivery costs for the items
- note that the items can be purchased individually.

F: Profit

Estimated Profit

To be negotiated based on the complexity and level of risk associated with the particular DCA.

G: Total per annum estimate of costs

Summation

The total at item G in the Tender Form will be the sum of Items A to F.

5.3 Calculating Unit Rates for Parcel Contracts – Consignment Pricing

(i) Types of parcels for consignment pricing

For Unit Rate – Parcel contracts, Parcels are categorised as:

- Ordinary parcels and Express Post parcels
- Signature parcels

Payment will be split into 2 parts:

- 30% for onboarding of parcels (acceptance scan) and
- 70% for acquittal (e.g., delivered, carded etc.) of parcels.

Tenderers are able to submit their tender as a total per annum estimate of costs and then negotiate the unit rates with Australia Post.

However, tenderers can choose to determine their own rates per unit for Ordinary and Signature if they prefer but will still be required to provide a 30% / 70% split for onboarding and acquittal. If tenderers choose to provide their own rates, they should:

- Allocate a proportion of the Total Per Annum Estimate of Costs for each article category based on the work effort required
- Divide the proportion of the Total Per Annum Estimate of Costs for each article category by the total number of articles stated in the Mail Service Specifications.

(ii) Work effort of parcel categories

The rate per unit for each article category will depend on:

- the work effort required in handling and delivering the articles, and
- the total number of articles stated in the Mail Service Specifications.

(iii) Calculating rates per unit

To calculate the rate per unit for consignment pricing parcel contracts, tenderers may:

- allocate a proportion of the Total Per Annum Estimate of Costs for each article category based on the work effort required
- divide the proportion of the Total Per Annum Estimate of Costs for each article category by the total number of articles stated in the Mail Service Specifications. Some unit rate parcel contracts may include work in addition to parcel delivery, such as delivering depot bags or transporting mail on scheduled trips, which will also require a rate per unit. Tenderers should:
- allocate a proportion of the Total Per Annum Estimate of Costs for work other than parcel delivery
- divide the proportion of the Total Per Annum Estimate of Costs for work other than parcel delivery by the total number of units stated in the Mail Service Specifications.



The tenderer should ensure that:

$$\text{Rates per unit} \times \text{Total number of units} = \text{Total Per Annum Estimate of Costs}$$

5.4 Signatures

(i) Initial each page

The tenderer is required to read:

- the Delivery Contract Agreement, and
- the Tender Form pages that it has completed and then initial and date each page of the Tender document.

(ii) Full signature on final page

The tenderer and a witness are required to read the Acknowledgements and Sign-off page in the Tender Form, then sign in full on the page.

5.5 Tender Submission

(i) Submitting a tender

This is the outline of the requirements when submitting a tender.

(ii) Submission of forms

The completed Tender Form can be submitted by:

- Email
- Registered Post
- hand delivery to the address given in the tender advertisement.

The tenderer must retain a copy of the Tender Form for their own records.

(iii) Tender close

Regardless of the method of lodgement, all tenders must be submitted by the closing time and date, which are specified in:

- the tender advertisement
- the Mail Service Specifications.

When submitting their tender by mail, tenderers need to allow sufficient time for their mail to reach the destination stated in the tender advertisement.

(iv) Implied acknowledgement

By submitting a tender, the tenderer acknowledges receipt of, and accepts, the:

- conditions of tender
- DCA (examples of the terms that will be used can be found in the Sample Contract)
- Operations Manual
- Mail Service Specifications.
- Ability to supply a Work Health and Safety plan, Operational Plan and Contingency Plan with Tender Form

(v) Corrections

Should a correction be made to the Tender Form, the correction must be initialled by the tenderer.



Note that the use of “white-out” or similar such products is not acceptable.



To minimise errors and subsequent corrections, you may wish to make a photocopy of the forms to use as a draft before filling in the final version.

5.6 Incomplete Tenders

You must submit your tender complete with all accompanying documentation otherwise your tender might be rejected if it is incomplete, non-conforming or is a late submission.

(i) Incomplete tenders

Any tender may be rejected by Australia Post if the Tender Form:

- is not fully completed
- is not properly completed
- is not signed by the tenderer or their authorised representative
- is signed by an authorised representative but does not include a copy of the document authorising the person to sign the Tender Form
- is not witnessed
- is not postmarked prior to the closing date
- does not include the documents included in the Checklist.

(ii) Non-conforming tenders

If a tenderer does not accept all or any of:

- the conditions of tender, and/or
- the DCA, and/or
- The Operations Manual, and/or
- the Mail Service Specifications,
- the tenderer must:
 - mark the Tender Form as “non-conforming” by ticking the Non-Conforming Tender check box on the Acknowledgement Page, and
 - submit in writing the reasons why it does not accept the condition/s and any proposed alternative.

If a tenderer submits a non-conforming tender, Australia Post may in its sole discretion either:

- reject the tender, or
- contact the tenderer to clarify the non-conforming elements of the tender.

In seeking any clarification, Australia Post may in its discretion give the Tenderer a further period to amend their tender to rectify the non-conformance. However, the Tenderer will only be able to amend the elements which are non-conforming.

(iii) Rejection of late tender submission

It is the responsibility of the tenderer to ensure that their tender reaches the designated address by the tender closing time and date as stated in the tender advertisement and in the Mail Service Specifications.

(iv) Tenderer's responsibility

Any tender received after the advertised closing time will be considered late.

Australia Post may not consider a late Tender during the selection process if other Tenders are received.

End of Section 5

Section 6: Checklist

Stage	Checklist for Tenderers Forms and documents required to be submitted by the tenderer	Supplied, Checked, Validated
<p>Document 1 At Tender Submission</p>	<p>1. Tender Form</p> <p>Tender Form provided by Australia Post, duly completed, including a completed acknowledgements page in the Tender Form.</p> <p>Tenderers should calculate their tender price in consideration of:</p> <ul style="list-style-type: none"> • the scope of services defined in the Mail Service Specifications and • costs for all items that the contractor requires to perform the services under the DCA. 	
<p>Documents 2 - 6 These will be separate documents but will need to be submitted together:</p>	<p>2. Operational Plan and Contingency Plan</p> <hr/> <p>3. WHS Management Plan Note: Your <u>complete</u> WHS Plan will be required no later than 7 days prior to commencement of the contract.</p> <hr/> <p>4. WHS CoR (if required)</p> <p>Including Fatigue Management strategies (only needed if a vehicle greater than 12 tonne GVM is required to perform the services).</p> <hr/> <p>5. Resume or other document that outlines the tendering party's previous work history.</p> <hr/> <p>6. Authority Document(s) a copy of the document(s) authorising a person to act on behalf of the tenderer (if required).</p>	



To minimise errors and subsequent corrections, you may wish to make a photocopy of the forms to use as a draft before filling in the final version.

[End of document]