



Contract 3/2019

Request for Tender

INVITATION FOR TENDER

PLANT HIRE

For

PERIOD 1 April 2019 TO 30 June 2021

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“REQUEST FOR TENDER” ADVERTISEMENT

CONTRACT No 3/2019

REQUEST FOR TENDER

For Plant Hire

Tenders Closing

Tenders close at 4:00pm Tuesday, 5 March 2019

Tenders are invited from suitably qualified and experienced contractors for the hire of Plant and equipment, with or without an operator, within the Cabonne Council and Blayney Shire Council areas of service.

Documentation may be obtained from Blayney Shire Council's website www.blayney.nsw.gov.au or e-tendering website: www.tenderlink.com/blayney or from Councils Office 91 Adelaide Street, Blayney NSW 2799.

The Principal shall not be bound to accept the lowest or any quotation.

PO Box 62
Blayney NSW 2799

R Ryan
General Manager

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1. CONDITIONS OF TENDERING

Purpose:

Council proposes to invite tenders for the hire of Plant and equipment, with or without an operator, for the period: 1 April 2019 to 30 June 2021. This Invitation includes the Conditions of Contract in Section 2, Specifications in Section 3 and the Tender Submission documents in Section 4. The form of Agreement is that of a 'Standing Offer' and it does not place any contractual obligation on the Council to hire or engage Contractors. The application is merely a statement made by a prospective Contractor that they are willing to supply specified Plant and equipment **in accordance with the terms and conditions contained herein.**

Instruction to Tenderers:

The Conditions of Tendering have been prepared in accordance with the obligations of the Council contained within the Australian Standard 4120, Code of Tendering (in particular attention is drawn to the obligations of Tenderers). This sets out the ethics and obligations of the Council and Tenderers within the construction industry.

Without limiting the above obligations:

- Tenderers shall not submit tenders without firm intention to proceed;
- Tenderers must not engage in any form of collusive practice; and
- Any Tenderer who directly or indirectly canvasses support from an elected member or servant of the Council will be disqualified.

Note: All contract documentation words importing a gender include every gender.

Tenders are sought in accordance with Blayney Shire Council's Procurement Policy. Procurement practices will be assessed for corruption risks and will include:

- Informing potential Contractors about Council's Values and Business Ethics,
- Evaluating quotations and tenders,
- Reviewing standard contract conditions,
- Ensuring audit and risk assessment mechanisms are in place,
- Using thorough contract administration,
- Carrying out inspections of Plant, and
- Evaluating Contractors' performances.

Relevant Documents

SECTION 1 – Conditions of Tendering

SECTION 2 – General Conditions of Contract

SECTION 3 – Plant Specifications

SECTION 4 – Tender Submission Documents

- a) Tender Form
- b) Plant Hire Tender Form
- c) Contractors Details
- d) Referees
- e) Personnel
- f) Insurance Schedule
- g) Non-Collusive Tender Declaration
- h) Workers Compensation Questionnaire
- i) Public Liability Questionnaire
- j) Work Health & Safety Questionnaire

Responsibility of the Contractor

It shall be the responsibility of the Contractor to ascertain all information relating to the services, the works and the site conditions that may affect the progress, or method, while performing all services within the scope of this agreement, and to prepare for every contingency that may arise. It is further understood that just provision for these contingencies has to be accounted for, implicitly or explicitly **within the schedule of rates submitted with the tender.**

Enquiry Officer

Enquiries regarding this Tender may be directed to:

Name: Mr Nathan Skelly

Position: Manager Operations

Phone: (02) 6368 2104

Email: council@blayney.nsw.gov.au

Supporting Information from Tenderers

The Tenderer shall provide documentary evidence to prove they have the necessary competence, resources, industrial relations, quality and safety management to carry out the work.

Tender Validity Period

Tender submissions will be evaluated and noted as a 'Standing Offer' from the Contractor. Tenders shall be valid for the period 1 April 2019 to 30 June 2021.

Tender Lodgement Requirements

Tenders shall be submitted on the forms provided by the Principal in Section 3, Tender Submission Documents, and are to be enclosed in a sealed envelope and the envelope marked legibly as follows:

Contract No: 3/2019

Tender for: Plant Hire 1 April 2019 to 30 June 2021

And either:

Delivered by hand or by courier and placed in the:

Tender Box

Blayney Shire Council

91 Adelaide Street

BLAYNEY NSW 2799

Or

Mailed to the Tender Box addressed as follows:

Contract 3/2019, Plant Hire 1 April 2019 to 30 June 2021

Tender Box

Blayney Shire Council

PO Box 62

BLAYNEY NSW 2799

Or

Submitted electronically on Blayney Shire Council's e-tendering site:-

www.tenderlink.com/blayney

So as to be received **before the closing time and date for tenders.**

Time: 4:00pm

Date: Tuesday, 5 March 2019

Late Tenders

Late tenders will only be considered in accordance with the Local Government (General Regulation).

Tender Selection/Evaluation

Tender Evaluation, negotiation and selection shall be carried out in accordance with the requirements of AS4120 – 1994 “Code of Tendering”.

The evaluation criteria for this Agreement shall be:

- Price,
- Equipment Compliance (suitability/age),
- Operator compliance (experience, Work Cover certificates),
- Quality and past performance of supplier (Referees),
- Environmental impact, and
- WH&S.

Post Tender Submissions and Negotiations

- a) The Council may call for post tender submissions from some or all tenderers in order to assist with the evaluation.
- b) Such submissions shall be confidential between the Council and Tenderer. The call for such submissions will not bind the Council to proceed to accept a tender.
- c) The Council may enter into negotiation with a Preferred Tenderer or a number of candidate tenderers.
- d) Such negotiations will be confidential between the Council and Tenderer and will be conducted in accordance with guidelines set out in AS 4120 (1994). The undertaking of negotiations will not bind the Council to proceed to accept a tender.

Report to Council

In accordance with Council's Procurement Policy, some tenders are required to be reported to Council. Tenderers who are not willing to allow Council to review any information that may be contained in their tender bid should not submit a tender.

2. CONDITIONS OF CONTRACT

General Interpretation

Allowable Deductions	shall mean either: a. Any costs or expenses incurred by Council in remedying any breach or damage caused to the Council by the Contractor, his servants, or agents in the performance of the obligations of the Contractor hereunder, or b. Costs incurred by the Council in repairing Plant when authorised by the Contractor to do so.
Contractor	Means the company name identified on the tender form.
Council	Means Cabonne Council and/or Blayney Shire Council
Engineer	Means the nominated representative of Cabonne Council, and/or Blayney Shire Council
Hire Rates	Dry Hire - means the hire of Plant without the operator but including costs such as insurances, grease, oil and maintenance of Plant. For further information see Clause Supply of Plant General Conditions (fuel is provided by Council). Wet Hire - means that rate which includes wages, insurances, fuels and all other operating and overhead costs relevant to the operation of the Plant.
Plant	Includes equipment, motor vehicles and implements whether powered by fuel, electricity, gas or otherwise or not.
Standing Offer	A Standing Offer does not include any contractual obligations on the Council. It is merely a statement made by a supplier that they are willing to supply specified goods/services on certain terms and conditions.
Sub-Contractor	Shall include the servants and agents of the Contractor.

Service of Notices

Unless otherwise provided herein, any notice is to be given by hand, email or by pre-paid post addressed to the Council or Contractor at the address shown in the tender for hire of Plant or labour; of which these conditions form part. Any notice sent by post shall be deemed to have been served on the second day after posting (excluding the day of posting). Any verbal communication shall be confirmed in writing within 24 hours.

Council Directives

The Contractor shall comply with all reasonable and lawful directions given by the Engineer. Council reserves the right to reject any driver/operator whose operating performance is considered to be sub-standard or whose conduct is such as to be detrimental to the progress of Council's works. It is a condition of this Agreement that the Council is not obliged at any time to hire Plant and may at any time call for the Services in any other way from any person.

Safety Requirements

All Contractors and their employees must adhere to the provisions of Council's safety practices and policies. These provisions may be in addition to, but not in substitution of, any other safety requirement of any legislation or condition of tendering. Failure to observe any safety requirement will be in breach of this Agreement.

Protective Clothing - Protective Clothing shall be provided by the Contractor and should be appropriate for working safely and, in particular, include:

- High visibility vest - All Contractors and their employees on road works or exposed to risk of injury from vehicular traffic must wear a high visibility vest which complies with AS 1742.3 – Clause 3.17.2. A vest bearing the logo of Council will not be worn by any Contractor.
- Footwear – All Contractors and their employees shall wear appropriate footwear that complies with AS 2210.2.
- Safety helmets – All Contractors and their employees shall wear safety helmets wherever there is a danger of material falling from above.

All contractors shall undergo Council's WHS Induction prior to commencement of work.

Plant and Equipment - Contractors' Plant must be mechanically sound and adequately maintained. Unsafe equipment shall be either made safe or removed from the site.

- Plant must pass a safety inspection before Council will consider them for hire.
- Council may, at any time during the Agreement period, request a further safety inspection report or deem the original safety inspection report void if the Plant has been involved in an accident.

Chain of Responsibility Requirements

All parties in the road transport supply chain have specific obligations under the law to prevent a breach. It is called the CoR and it requires every responsible person in the supply chain to take positive steps to prevent mass, load restraint, dimension, and fatigue and speed offences.

All those with responsibility for activities that affect compliance with road transport laws may be held legally accountable if they do not meet their obligations. CoR legislation recognises the effects of the actions, inactions and demands of off-road parties in the transport chain.

How does it work?

Offences in mass, dimension, load restraint, and driver fatigue have been placed in risk based categories.

Breaches of these laws are classed as minor, substantial, severe or critical. This recognises that not all offences have the same impact on safety or infrastructure.

These risk based offences reflect similar breaches in related areas such as work health and safety and environmental protection.

A range of penalties (for example, warnings, improvement notices and prohibition orders) give courts greater enforcement measures for penalising offences. They also help to prevent, persuade and target the causes of breaches to ensure a culture of compliance within the heavy vehicle industry.

Person responsible

The 'responsible person' concept makes the laws applicable to a wide category of relevant persons responsible for the transport of goods. For example:

- Heavy vehicle drivers must drive safely and within speed and work/rest hour limits
- Loaders must load a vehicle safely and within mass and load restraint requirements to ensure the load is safe for transport
- Consignors must ensure the delivery of goods does not require the driver to exceed the permitted number of driving hours, fail to have minimum rest periods or exceed the speed limits.

A list of the parties in the CoR can be found in section 214 of the Heavy Vehicle National Law (NSW).

Commencement of Hire

The commencement of hire shall be the time the Contractor is requested to commence on-site. The Contractor shall manage the Plant so that it will be ready to commence operations at the time when Council's work starts on the site and/or as directed by the Engineer. The daily start and finish time at each worksite shall be nominated by the Engineer. All operators must have an unpaid break of a minimum half hour after every five hours of consecutive operation of Plant. The Operator shall then continue to work the Plant as required during the period of hire. Council does not guarantee any continuity of work as a hire period may vary from hours to months. Water carts will have fully laden tanks when commencing work.

Notification

Contractors shall promptly advise Council in writing of all accidents involving personal injury and loss of time and all dangerous occurrences with accident potential.

This notification is in addition to, but not in substitute of, any requirement of legislation.

Certification of Operator and Plant

Certification issued under the requirements of legislation must be held by all persons who operate or undertake tasks where such certification is mandatory. Such certificates shall be produced on demand.

Governing Law

The laws of NSW shall be upheld to apply to this Agreement.

Supply of Plant

Under this Agreement, there is no contractual obligation on the part of the Council to hire Plant. The Contractor/Supplier is willing to supply Plant and equipment noted on the Tender Form to Council in accordance with the Conditions of Tendering, Conditions of Contract, Specifications and their submission documents. A representative of Council will contact the Contractor by

phone to ascertain the availability of the Plant or equipment. There is no penalty to the Contractor if the Plant is not available for hire. Where the Contractor is engaged by Council, The Contractor shall complete the "Contractors Plant Hire Sheet" during the term of engagement of the Plant.

The Contractor shall supply the Plant in good working order and maintain it in that condition and, unless otherwise specifically provided, unload and load the Plant at the site.

Where Plant is required on 'Dry Hire' the Contractor shall be responsible for the delivery and removal of the Plant to and from the work site specified by the Engineer. The Contractor shall provide the Plant full of fuel and in well maintained working order. It is Council's responsibility to fuel the Plant during the hire period. Upon completion of the hire of the Plant, Council will request the Plant be off hired ready for collection by the Contractor. The Contractor shall provide an Operators Manual with the Plant at the point of delivery as well as a 'checklist' for daily maintenance procedures.

There is no obligation to offer plant for Dry Hire.

Invoicing and Payments

- a) Hire Rates shall be in accordance with the Plant Hire Tender forms. Payment for hire will be made monthly in arrears. Hire Rates shall be inclusive of GST. The Contractor's representative shall complete the 'Contractors Plant Hire Sheet' which will also be signed by Council's authorised officer at the end of each day or week. Payment for hire of Plant shall be in accordance with the hours recorded on Council's 'Contractors Plant Hire Sheet'.
- b) All Plant operators will be paid to start and finish at the nominated site as directed by the Engineer.
- c) The Contractor shall give to the Council an invoice for the Services provided at the service rates. No amount claimed in any invoice shall be paid by the Council unless the invoice is certified for payment by the Council's Representative. The Council's Representative shall not certify an invoice for payment unless satisfied that it is correctly calculated with respect to the Services satisfactorily provided.
- d) Council's preferred method of payment is by Electronic Funds Transfer. In this regard, when the Plant is hired, Contractors are required to contact Council's Creditor's to complete arrangements for EFT.
- e) The Contractor shall issue a tax invoice to the Council with respect to the Services in accordance with ATO requirements for GST legislation, including:
 - Council's 'Contractors Plant Hire Sheet',
 - The Name of the Council Officer hiring the Plant,
 - The amount claimed by the Contractor and the basis for its calculation,
 - The amount of GST included in the invoice,
 - The Date of provision of the Services,
 - A description of the Service and quantity,
 - If a discount is applicable, the discounted amount, and
 - The Contractor's full name, address and ABN number.
- f) If Council claims a sum, including a debt due, in connection with the Contract, or any other contract between Council and the Contractor, Council may withhold, deduct or set-off the claimed sum against any amount to which the Contractor is otherwise entitled in connection with the Contract

Transportation by Float

Council will pay a floatage charge where applicable for floating a machine to the worksite only. A total cost for floatage shall be provided on the tender form.

When a hired item of Plant breaks down and the Contractor is unable to repair or replace it, transportation charges for the replacement/removal of this item of Plant will not be paid by Council.

Council's Indemnity

Any damage to the Plant during its period of supply to Council shall be the responsibility of the Contractor whether or not such Plant is supplied with labour. The Contractor shall indemnify the Council against all claims made against the Council.

Compliance with the Law

The Contractor shall ensure that, in the hiring of Plant in accordance with this 'Standing Offer' Agreement, it complies with the requirements of the provisions of all Acts of the Parliament of NSW and of the Parliament of the Commonwealth and comply with the requirements of all ordinances, regulations, by-laws, orders and proclamations made or issued under any such Acts or Ordinances and with the lawful requirements of public and other authorities in any way affecting or applicable to the procurement and delivery of the Goods or the provision of the Services.

Cancellation of Work

Council may cancel an item of Plant at any time of the day without notice due to wet weather, completion of work, or for any reason.

If an item of Plant is cancelled on or before the scheduled commencement time no hire charge will apply. If an item of Plant is not cancelled in accordance with the above but within two (2) hours of arriving on site, the Contractor will be paid a minimum of two (2) hours at the agreed rate.

Assessment for Hire – Procedure

The Council reserves the right to inspect and assess the Plant prior to the commencement of work, and to continually assess and monitor the Plant and the Operator's performance during the hire period. The Contractor, if necessary, shall obtain an inspection report from an Authorised Inspection Station on any Plant required by Council.

Council is not bound to order

It is a condition of this Agreement that the Council is not obliged at any time to hire any Plant and may at any time call for the Services in any other way from any person.

Goods and Services Tax

- a) The expressions 'adjustment note', 'consideration', 'Goods and Services Tax', 'GST', 'input tax credit', 'supply', 'tax invoice', 'recipient' and 'taxable supply' have the meanings given to those expressions in the document A New Tax System (Goods and Services Tax) Act 1999.
- b) If the Contractor does not provide an Australian Business Number (ABN) on its tax invoices or adjustment note indicating that the Contractor will pay GST on any taxable

supply made under the Agreement, the Principal will withhold from any payment, an amount equivalent to the top marginal tax rate plus the Medicare Levy or any other rate that is specified under the relevant Act or regulation.

- c) If this Agreement requires a party to pay for, reimburse or contribute to any expense, loss or outgoing (reimbursable expense) suffered or incurred by another party, the amount required to be paid, reimbursed or contributed by the first party must be the sum of:
 - d) The amount of the reimbursable expense net of input tax credits (if any) to which the other party is entitled (in respect of the reimbursable expense),
 - e) If the other party's recovery from the first party is a taxable supply, any GST payable in respect of that supply, and
 - f) If a taxable supply is made, or a GST inclusive price is varied under the Agreement, the Contractor must provide the Principal with a valid tax invoice or adjustment note at or before the time of payment or such other time as agreed between the parties.
 - g) If the amount of GST paid or payable by the Contractor on any supply made under this Agreement differs from the amount of GST paid by reason of the Commissioner of Taxation lawfully adjusting the value of the taxable supply for the purpose of calculating GST, then the amount of GST paid by the Principal shall be adjusted accordingly by a further payment by the Principal to the Contractor or the Contractor to the Principal, as the case requires.
- h) Any contract entered into, by a party to this Agreement, with a third party which involves supplies being made (the cost of which will affect the cost of any supplies made under or in connection with this Agreement), must include a clause in equivalent terms to the following paragraphs.
- i) All prices or other sums payable or consideration to be provided under or in accordance with this Agreement are inclusive of GST.
- j) Notwithstanding any other provision of this Agreement, if there is any abolition or reduction of any tax, duty, excise or statutory charge associated or connected with the imposition of the GST, or any change in the GST, which directly or indirectly affects the net dollar margin of a Contractor in respect of any supply made under or in accordance with this Agreement, the consideration payable for the supply must be reduced so that the Contractor's net dollar margin in respect of the supply remains the same.

Quality Requirements

The Contractor shall:

- Comply with all the quality requirements as provided in the tender documents for all works under the Agreement,
- Ensure that each of its Sub-contractors and Consultants comply in like manner, and
- Demonstrate to the Principal whenever required that all the quality requirements of the Agreement are being met.

Where inappropriate or inadequate provision of quality supervision by the Contractor or the Contractor's Sub-contractor results in costs, losses or damages incurred by the Principal or claims by third parties against the Principal for either direct or consequential costs, losses or damages, the Contractor shall be liable for costs, losses or damages associated with any claim

including, but not limited to, administration costs incurred by the Principal in resolving such claims.

Hours of Work

The hours of work under the Agreement for work on property owned by the Principal will be limited to:

6.00am	to	5.00pm	Mondays to Fridays
6.00am	to	5.00pm	Saturdays

Council may undertake work on Sundays where required.

Work may be allowed outside these hours with the prior approval of the Engineer.

Insurance

The Contractor shall, before commencement of work under the Agreement and at its own expense, effect and maintain the policies of insurance as nominated in the Agreement.

The Principal's Representative must approve of these insurance policies before the Contractor is entitled to any payments. These policies shall not be cancelled or amended without written notice being given to Principal's Representative and shall be made available for inspection by the Principal's Representative at any time during the Agreement period.

Failure to insure shall be deemed to be a substantial breach of the Agreement.

The Contractor shall indemnify the Principal and its Representatives against all damages, costs, expenses, loss or damage which they may incur or sustain, actions, proceedings, claims and demands which may be brought or made against them by any person arising out of or in relation to this Agreement.

Insurances required under this Agreement include:

- Insurance of Employees (Workers Compensation),
- Public Liability Insurance (Minimum \$20m), and
- Motor Vehicle Insurance (Comprehensive Insurance).

Statutory Declaration – Payment of Wages and Remunerations

The Contractor is to provide Written Statement(s) to the Principal for the purpose of relieving the Principal of liability for workers compensation premiums, pay-roll tax and remuneration payable by the Contractor. A Written Statement means a form prepared for the purpose of section 175B of the Workers Compensation Act 1987 and Part 5B section 31G-31J of the Pay-roll Tax Act 1971 and section 127 of the Industrial Relations Act 1996.

The Written Statement shall declare that a written statement has been received from subcontractors (if any) in relation to this agreement and payment has been made for:-

- workers compensation insurance premiums
- pay-roll tax (if applicable)
- wages and allowances to employees
- any party to which it has subcontracted any of its rights and obligations under this agreement

- Plant and equipment

No Payment will become due before the expiration of 7 days from the date the Contractor supplies the Written Statement to the Principal. The Principal may withhold the payment until the Written Statement is provided by the Contractor. The Principal may withhold payment to the Contractor those amounts shown as unpaid on the Written Statement.

At the request of the Contractor, the Principal may, on behalf of the Contractor, make payments (from moneys due to Contractor) direct to employees, subcontractors or suppliers.

If a worker, subcontractor or supplier obtains a court order in respect of moneys due to them under the agreement, and produces the court order and a statutory declaration that it remains unpaid, the Principal may pay the amount of the order and costs to the worker, subcontractor or supplier and the amount paid shall be a debt due from the Contractor to the Principal.

Safety Management

In relation to the Construction work associated with this Agreement, the Principal is the Principal Contractor and accepts the obligations associated with this role under the Work Health & Safety Regulation 2011. The Contractor shall ensure that the Operators are aware of their responsibilities in accordance with the Work Health & Safety Act 2011 and Work Health & Safety Regulation 2011 and Centoc's Local Government Work Health and Safety Induction, provided by Council. Further, the Contractor shall supply:

- Work Method Statements for the activity associated with each specific type of Plant,
- Risk Assessments and Standard Operating Procedures for the each type of Plant,
- Policies and Procedures for the management of the work place including incidents and/or disputes,
- Work Cover Inductions for the Operators of the Plant (construction industry and site specific), and
- Plant that complies with the RMS G22 Specification (See Section 3 of this Request for Tender).

The Engineer or Principal's Representative may direct the Contractor to suspend the performance of this Agreement should the Contractor fail to meet its obligations in accordance with the Work Health & Safety Act 2011 and Work Health & Safety Regulation 2011.

Environmental Requirements

The Contractor shall comply with all statutory requirements including the Protection of the Environment Operations Act 1997. Further, the Principal is committed to Ecological Sustainable Development (ESD) as required under the Local Government Act 1993, i.e. competitiveness through environmental as well as social and economic aspects. The Contractor shall comply with the Principals ESD requirements.

Where possible, use recycled materials, and ensure that a strategy is in place for the return of unwanted packaging.

Regarding Environmental Controls, the Contractor shall comply with the Protection of the Environment Operations Act 1997 at all times with respect to pollution from noise, air, water, land and waste sources. Where applicable, the Contractor shall provide details for the control of trucking movements, dust/water, noise/vibration, erosion and sedimentation, restoration, waste management in their Environment Management Plan (EMP) prior to works commencing.

The Plan shall also include policies and procedures detailed above as well as reporting and compliance procedures. The Contractor shall work under Council's EMP.

3. SPECIFICATIONS

General

Each year Council requires the use of a variety of equipment on various projects throughout the Blayney Shire Council Local Government Area. The following list sets out the types of equipment required.

(a) Trucks

- Tipping Trucks
- Low Loaders
- Water Trucks
- Street sweeper

For all Truck & Trailer and Low Loader Float combinations, provide details separately for each combination of truck/prime mover and trailer in the Tender Form. All truck combinations are to be tendered as **hourly hire only**.

(b) Plant

- AWD Front End Loader
- Backhoe
- Dozer
- Excavator
- Crane
- Grader
- Roller - Combination
- Roller – Compactor
- Roller – Multi Tyred
- Roller – Pad Foot
- Roller – Smooth Drum
- Roller – Tandem
- Scraper
- Skid Steer Loader
- Tractor/slasher
- Traxcavator
- Road Mixer
- Lime Spreader
- Bitumen Sprayer
- Miscellaneous

Special requirements

The Contractor must make provision to meet these requirements, wherever applicable, when submitting its tender.

Multi tyred rollers are classified by the manufacturer's stated maximum operating weight.

Water tankers carrying capacity must be shown at no higher than their maximum legal load.

Water tankers listing "Cab Operated Spray Equipment" as an accessory must be able to control all spray functions from the operator's position.

All water tankers must comply with the *National Plumbing and Drainage Code – Australian Standard 3500*

Combination Units

Provide details of Registration No, Chassis No and Legal Carrying Capacity for the tipper truck and/or transport trailer, on the Tender Form.

Where a Backhoe or Skid Steer Loader is hired as a Combination Unit, the Operator must enter the number of hours which the tipper truck and/or transport trailer was actually used on the *Contractor Plant Hire Sheet* prior to having it authorised by the Supervisor.

Attachments

If the Contractor's equipment has accessories or attachments not listed in the Plant list, the Contractor can include them in the Plant Hire Tender form.

RMS Specifications G22

All Plant and equipment tendered to Council for hire, before acceptance will be subject to an inspection in accordance with RMS requirements as specified in RMS QA Specification G22.

Plant that does not meet RMS requirements may not be accepted, and therefore may not be recorded on Council's Plant Hire Register.

Further information regarding RMS QA requirements can be obtained from the website www.rms.nsw.gov.au.

4. SUBMISSION DOCUMENTS

General

The Tenderer shall submit the following completed schedules with their tender.
Failure to submit any of the schedules may result in non-conformance of the tender.

- a) Tender Form
- b) Plant Hire Tender Form
- c) Contractors Details
- d) Referees
- e) Personnel
- f) Insurance Schedule
- g) Non-Collusive Tender Declaration
- h) Workers Compensation Questionnaire
- i) Public Liability Questionnaire
- j) Work Health & Safety Questionnaire

a) Tender Form

I, _____ (*Print full name*)
of _____ (*Tendering Organisation*)
located at _____ (*Business Address*)

Warrant and represent that the Tenderer:-

- has made its own enquiries and investigations and has obtained professional advice and all other relevant information so as to inform itself of all risks and contingencies which may affect its price.
- has included for all such risks and contingencies in its schedule of rates price for :

Contract 3/2019 - Plant Hire Tenders 1 April 2019 to 30 June 2021.

as invited by Blayney Shire Council Council in accordance with the following documents as a 'Standing Offer'.

- Section 1 – Conditions of Tendering
- Section 2 – Conditions of Contract
- Section 3 – Specification
- Section 4 – Submission Documents

And other documents compiled by the Tenderer and submitted are as follows:

In accordance with the attached Plant Hire Tender Forms. Hourly rates shall include GST.

Executed by the above named Authorised Officer of the Tenderer:

Signature of Tenderer : _____

Company Name _____ ACN NO: _____

Phone and facsimile numbers : _____

Email: _____

Subscribed and declared this : _____ Day of _____ Year _____

Before me : _____ (*Print name*)

Witness : _____ (*Signature*)

Tender	Plant Hire 1 April 2019 to 30 June 2021		
Contract Number	3/2019	Tenderer to Complete	
Council	Blayney Shire Council	Tenderer's Initial	
Tenderers Name		Date	

b) Plant Hire Tender Form

Company Name:			
Company Address:			
Contact Name:		Telephone No:	
Business Telephone No:		Facsimile No:	
Email:			
Plant Details	Plant 1	Plant 2	Plant 3
Type Of Plant (e.g. Backhoe, Tipping Truck)			
Make			
Model			
Year Of Manufacture			
Engine Capacity			
Load Capacity (Tonnes Or Kg) Or Operating Weight (Kg)			
Registration No.			
Plant Serial /Chassis No			
Attachments			
Rops (Yes/No)			
Rate (Including GST)			
Hourly Rate Wet Hire	\$	\$	\$
Hourly Rate Dry Hire	\$	\$	\$
Additional Information Labour/ Operator (Hr)	\$	\$	\$

Tender	Plant Hire 1 April 2019 to 30 June 2021		
Contract Number	3/2019	Tenderer to Complete	
Council	Blayney Shire Council	Tenderer's Initial	
Tenderers Name		Date	

c) Contractor's Details

Tenderer's Full Name:				
ABN:				
ACN:				
<i>Bank Details</i>	Name of Bank:			
	BSB:	Account No:		
Tenderer Registered Business Address:				
Principal Address: (if different to above)				
Telephone No:		Facsimile No:		
Contact Person:		Phone:	Mobile:	
Email address:				
Legal Status of Organisation (please circle)	Company	Sole Trader	Partnership	Other (State)

Tender	Plant Hire 1 April 2019 to 30 June 2021		
Contract Number	3/2019	Tenderer to Complete	
Council	Blayney Shire Council	Tenderer's Initial	
Tenderers Name		Date	

d) Referees

The tenderer shall provide the name of two referees that the company have hired plant to.

Name of Company – Referee:
Contact Person:
Contact Telephone No:
Details of Hired Plant:

Name of Company – Referee:
Contact Person:
Contact Telephone No:
Details of Hired Plant:

Tender	Plant Hire 1 April 2019 to 30 June 2021		
Contract Number	3/2019	Tenderer to Complete	
Council	Blayney Shire Council	Tenderer's Initial	
Tenderers Name		Date	

e) Personnel

The Tenderer shall list details of Experience of Plant Operators.

Name	Company Role (e.g. Backhoe Operator)	Induction Training Completed	Years Experience

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f) Insurance Schedule

The Tenderer shall provide details of the following insurances.

**Note: Agreement Insurance details shall be provided by the successful tenderer.*

Insurance Type	Limit Requested	Limit Provided	Expiry Date
Workers' Compensation	Unlimited		
Public Liability	\$20 Million		
Motor Vehicle Insurance	Comprehensive		

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g) Statutory Declaration (Non-Collusive)

The Tenderer shall provide a Non-Collusive Tender Declaration with the Tender. Failure to do so may result in the Tender being rejected.

I, _____ (Print name),
of _____ (Tendering Organisation),

do hereby solemnly declare and affirm the following ;

1. I hold the position of _____ , and am duly authorised by the tendering organisation to lawfully proclaim the following and, after having made due inquiry believe the following to be completely accurate to the best of my knowledge
2. Neither the Tenderer nor the Tenderer’s Agents have entered into any contract or agreement to offer payment of any kind to a trade association, representative of the Engineer or representative of the Principal in the event of a winning tender by this Organisation.
3. Neither the Tenderer nor the Tenderer’s Agents have had any knowledge of the price of tenders submitted by its competitors nor did the Tenderer furnish the price of the enclosed tender to any source external to the Tendering Organisation prior to the close of the tender date as specified within this Agreement.
4. Neither the Tenderer nor the Tenderer’s Agents have entered into any contract or agreement to offer payment of any kind to an unsuccessful Tenderer in the event of a winning tender.
5. The Tenderer is not aware of any facts which would affect the decision of the Principal in accepting the tender nor has the Tenderer attempted to acquire information relevant to the tender award process by soliciting the Principal, the Engineer or their Representative’s Agents.
6. Neither the Tenderer nor the Tenderer’s Agents have entered into any agreement with other Tenderers or third party which results in a payment of unsuccessful tenderers fees.
7. The contents of this document are true and correct to the best of my knowledge and in no way have been written under duress of any form.

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I make this solemn declaration as to the matter aforesaid, according to the law in this behalf made, and subject to the punishment by law provided for any wilfully false statement in any such declaration.

Signature of Tenderer : _____

Subscribed and declared at : _____

This : _____ Day of _____ (Year) _____

Before me : _____ (Print name)

Witness : _____ (Signature)

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h) Workers' Compensation Questionnaire

The Tenderer shall answer the following questions in relation to the Company's Workers' Compensation Record.

1. Name of Contractor:
2. Name of Insurer (s):
3. Is the Insurer licensed in accordance with the provisions of the Insurance Act 1973 (as amended)?
4. Please state the Policy No:
5. Please state the Renewal Date:
6. Date current policy was effected:
7. Please state the description of business as shown on the Policy?
8. Does the policy cover all the work undertaken on the Agreement?
9. Will you undertake to advise the Principal should any of the information shown on this questionnaire alter; if any of the policies are cancelled mid-term, or not renewed with the insurers named during the currency of the Agreement; or if the insurers license issued by the Insurance Commissioner is not renewed, or is revoked, or is in any way limited?
<p>_____</p> <p>(Print Name)</p> <p>_____</p> <p>(Position with Company)</p> <p>Declare that the above information is true and correct.</p> <p>Signed: _____</p> <p>Date _____</p>

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i) Public Liability Questionnaire

The Tenderer shall answer the following questions in relation to the Company's Public Liability Record.

Question	YES/NO
1. Is the name of the Insured the same as the Tenderer?	
2. Please provide the name of the Insurer _____	
3. Is the Insurer licensed in accordance with the provisions of the Insurance Act, 1973 (as amended)?	
4. Is the Policy No. on the Policy the same as stated on the Insurance Schedule?	
5. Is the description of business shown on policy the same as the work performed in the Tender?	
6. Does the Policy cover the work undertaken on this Agreement?	
7. Are there any limits of indemnity under the Insurance policy? If so State the limits	
8. Are there any territorial limits shown on the Policy? If so please state limits.	
9. Is indemnity provided in respect of all sub-Contractors and other persons borrowed or hired?	
10. Is indemnity provided in respect of liabilities arising out of the undermentioned risks? <ul style="list-style-type: none"> a. Fire and explosion b. Vibration c. Damage to underground cables & services d. Non-Act liabilities for all unregistered vehicles, equipment and Plant 	

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11. Are there any policy deductibles, limitations and exclusions noted on the Policy, e.g., in respect of fire and explosion, limit of indemnity in any period of insurance?	
12. Will you undertake to advise the Principal should any of the information shown on this questionnaire alter; if any of the policies are cancelled mid-term, or not renewed with the insurers' names during the currency of the Agreement; or if the insurers license issued by the Insurance Commissioner is not renewed, or is revoked, or is in any way limited?	

j) Work Health and Safety Questionnaire

The Tenderer shall answer the following questions in relation to the Company's Work Health and Safety Record.

Question
YES/NO

1. Has your company ever been prosecuted or fined under WHS legislation or related legislation in the last three years? If yes, give details.	
2. Has your Company recorded any accidents at the work place in the past three years? If Yes provide details.	
3. Has your company had any workers compensation claims in the past three years? If Yes provide details.	
4. Does your Company have a WHS policy (including general statement of intent, organisation for WHS and working arrangements)? Tenderers may be requested to supply a copy during the tender evaluation.	
5. Does your company have a WHS auditing/management system?	
6. Are WHS responsibilities for all levels of staff documented by your company?	
7. Does the Safety Management Plan include copies of any WHS manuals, codes of practice and statements of safe working methods relevant to this Agreement?	
8. Does your company anticipate using Sub-contractors on this Agreement? (If yes, details of the procedures you will use to ensure that Sub-contractors are competent and managed correctly are to be included in the Management Plan?)	
9. Does the Safety Management Plan include Standard Operating Procedures (Work Method Statements) including general risk assessments, safety data sheets and assessments for any substances your company proposes to use (if applicable), and any other relevant assessments (e.g. manual handling, noise)?	

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10. Does your company have written procedures for identifying, assessing and controlling risks associated with manual handling?	
11. Does your company have written procedures for accident reporting and emergency procedures that your company will adopt for this Agreement?	
12. Will your company provide required work equipment and personal protective equipment for the Project? Details shall be included in the Safety Management Plan.	
13. Does your Company provide WHS training to all managers and staff, and Sub-contractors where used? Details shall be included in the Safety Management Plan.	
14. Does your company ensure that Plant, equipment, and vehicles are kept in safe working condition, e.g. by documented regular inspections, preventive maintenance routines etc? Details shall be included in the Safety Management Plan.	
15. Does your company undertake regular worksite WHS inspections? Details shall be included in the Safety Management Plan.	

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