



Contract 8/2021

# Request for Tender

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**INVITATION FOR TENDER**

**To**

**SUPPLY GOODS, SERVICES & PLANT HIRE**

**For**

**PERIOD OCTOBER 2021 TO 30 SEPTEMBER 2024**

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## 1. "REQUEST FOR TENDER" ADVERTISEMENT

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### CONTRACT No 8/2021

### REQUEST FOR TENDER

For Supply Of  
**Goods, Services & Plant Hire**

### Tenders Closing

Tenders close at 4:00pm Friday, 3 September 2021

Tenders are invited from suitably qualified and experienced contractors and service providers to supply services within the Blayney Shire Council areas of service.

Documentation may be obtained from Blayney Shire Council's website  
[www.blayney.nsw.gov.au](http://www.blayney.nsw.gov.au) or e-tendering website: <https://vendorpanel.com.au/blayney>

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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## **2. CONDITIONS OF TENDERING**

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### **INTRODUCTION**

Council is seeking tenders from prospective tenderers for the supply of goods, services & plant hire for the period October 2021 to 30 September 2024

### **GENERAL**

The Council reserves the right to call separate Tenders for any specified services for a major project or where it deems it necessary or will provide a benefit to Council.

### **GOVERNMENT INFORMATION (PUBLIC ACCESS) ACT 2009**

Pursuant to Section 121 of the Government Information Public Access (GIPA) Act the contractor must enable Council to have an immediate right of access to information:

- relating directly to the performance of services by the contractor;
- collected by the contractor from members of the public to whom it provides, or offers to provide, the services; and
- received by the contractor from the agency to enable the contractor to provide the services.

Section 121 does not require a contractor to provide access to information that:

- would reveal the contractor's financing arrangements, financial modelling, cost structure or profit margins;
- the contractor is prohibited from disclosing under any Australian law; or
- could place the contractor at a substantial commercial disadvantage in present or future dealings with Council.

The NSW Government Tendering Guidelines are available on the Internet at:

- <http://www.procurepoint.nsw.gov.au/before-you-buy/procurement-system-construction/construction-reference-documents/procurement>

### **FEES**

The fee structure applicable for submissions to this request for quotation shall be NIL.

### **ACCOMPANYING DOCUMENTS**

The contract documents for this project, and available at [www.blayney.nsw.gov.au](http://www.blayney.nsw.gov.au) or <https://vendorpanel.com.au/blayney> comprise the Council's individual:-

- Work Health and Safety Policies
- Codes of Conduct
- Statements of Business Ethics
- Contractor Management Procedure
- Subcontractor's Statement

## **RESPONSE TO TENDER**

In responding to the tender, tenderers are requested to provide the following:-

- Completed Tender Form.
- Completed Schedule of Rates for those tenders being submitted.
- Relevant Insurances: Public Liability, Professional Indemnity, Vehicle Insurance & Workers Compensation, where applicable.
- Any other information, terms and conditions considered relevant.

Notwithstanding any other requirement of the Tender documents, the Council's assessment panel may, before any Tender is accepted, require a Tenderers to submit additional information. Should the Tenderer fail to submit any of the information so required in the time stipulated, the assessment panel may treat the Tender as informal.

Successful Tenderer's shall be deemed to have:

- Examined the information made available at the time of tendering, together with relevant information obtainable by the making of reasonable enquiries.
- Satisfied themselves as to the correctness and sufficiency of the Tender for the costs of performing obligations under the Contract.

Failure by a successful Tenderer to do all or any of the things deemed to have been done under this clause will not relieve them of their liability to perform obligations under the Contract.

## **ENQUIRY OFFICER**

Enquiries regarding this Tender may be directed to:

Name: Mr Jacob Hogan  
Position: Manager Operations  
Phone: (02) 6368 2104  
Email: [council@blayney.nsw.gov.au](mailto:council@blayney.nsw.gov.au)

## **TENDER VALIDITY PERIOD**

Tender submissions will be evaluated and noted as a 'Standing Offer' from the Contractor. Tenders shall be valid for the period October 2021 to 30 September 2024

## TENDER LODGEMENT REQUIREMENTS

Councils preferred submission method is via Council's electronic Vendorpanel Platform:  
<https://vendorpanel.com.au/blayney>

Hardcopy Tenders shall be submitted on relevant portion of the Schedule of Rates, Section 5 and are to be enclosed in a sealed envelope and the envelope marked legibly as follows:

Contract No: 8/2021

Tender for: Goods, Services & Plant Hire 2021-2024

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 8/2021, Goods, Services & Plant Hire 2021-2024  
Tender Box  
Blayney Shire Council  
PO Box 62  
BLAYNEY NSW 2799

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

Time: 4:00pm  
Date: Friday, 3 September 2021

## LATE TENDERS

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

## ASSESSMENT OF TENDER SUBMISSION

All submissions will be considered, and in so doing will take into account:

- The experience of the applicant in fulfilling the requirements of similar work;
- The capacity of the applicant to fulfil the requirements of the proposed work;
- Price,
- WH&S

The Council is not bound to accept any proposal and may, in its absolute discretion, reject any or all proposals submitted.

## ACCEPTANCE OF TENDERS

After considering the submission, Council will either:

- a. List the applicant as a recognised contractor for some or all kinds of work or materials specified in the application; or,
- b. Reject the submission in whole or part.

The assessment panel shall not be bound to accept the lowest or any Tender, or Part Tender, and Fresh Tenders may be invited at such time as may be determined.

A Tender shall not be deemed to have been accepted unless and until notice, in writing, of such acceptance is provided to the Tenderer.

**Council's policy is that lobbying or liaison with Councilors or Council's Employees, prior to the consideration of a Tender by the individual will lead to the rejection of the Tender.**

## 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 Chain of Responsibility (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).

### 3. TENDER FORM

C/- Blayney Shire Council

91 Adelaide Street, BLAYNEY NSW 2799

Name of person, firm or company tendering: (USE BLOCK LETTERS)

.....

ABN (if applicable).....

Address: .....

Telephone Number: ..... Contact :.....

Email Address:.....

hereby tenders to supply materials or services for (please tick those services being offered and schedules being submitted):

No.	Description	Tick
1	Supply Precast Concrete Stormwater Drainage Products	
2	Supply Water Treatment Chemicals	
3	Supply of Ready-Mixed Concrete	
4	Demolition services	
5	Supply & Install Road Safety Barriers	
6	Road stabilisation services	
7	Supply of Lime and Cementitious Products.	
8	Gravel Crushing Services	
9	Supply and Lay Asphalt	
10	Installation of Water and/or Sewer Mains	
11	Installation of Box Culverts, Pipes & Headwalls	
12	Arborist, Tree Removal & Mulching Services	
13	Building Services; including Painting, Plastering or Carpentry services	
14	Electrical Services	
15	Plumbing Services	
16	Concreting Services	
17	Fencing Services	
18	Locksmith Services	
19	Metal Fabrication Services	
20	Tyre Supply, Fitting and Repair services	
21	Consulting Services including Engineering, Surveying, Geotechnical, Project Management, Town Planning, Environmental, Architectural or Drafting Services.	
22	Plant Hire Services	

I acknowledge the Council's standards and expectations, from it's Statement of Business Ethics.

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<b>Tenderers Name</b>		<b>Date</b>	

**4. SCHEDULE OF INSURANCES**

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Please provide copies of certificate of currencies where applicable for:

- Public Liability Insurance
- Professional Indemity Insurance
- Workers Compensation
- Vehicle Insurance

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## 5. TENDER SPECIFICATIONS & SCHEDULES

(TO BE SUBMITTED WITH THOSE TENDERS SELECTED IN C. TENDER FORM)

### Item 1: Tender 8/2021 – Supply Precast Concrete Stormwater Drainage Products

- i) The Specification for the supply of concrete drainage products are the RMS QA Specifications R11 – Stormwater Drainage and R16 – Precast Reinforced Concrete Box Culverts. These documents can be downloaded from the RMS website [www.rms.nsw.gov.au](http://www.rms.nsw.gov.au).
- ii) The supplier must implement and maintain a Quality System in accordance with ISO 9001:2008 as a means of ensuring that the product conforms to the Specification requirements (refer Clause 2 of R11).
- iii) Council seeks an indicative list from accredited suppliers for the manufacture and delivery of its precast concrete drainage components as required throughout the year. These will include, Stormwater pipes, Precast reinforced concrete box culverts, prefab headwalls, as well as prefab pits, slabs and kerb inlets.
- iv) **ORDERING** – Orders will be by telephone, or email and will include required timing. All orders must be accompanied by a Council Purchase Order Number.
- v) Inclusion on this list does not guarantee the contractor of any work from Council during this period.
- vi) Council seeks a Schedule of Rates as follows:

### SCHEDULE OF RATES

The supplier is to furnish Council with a detailed list of their precast concrete stormwater products with the relevant associated rates.

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<b>Tenderers Name</b>		<b>Date</b>	

**Item 2: Tender 8/2021 – Supply of Water Treatment Chemicals**

- i) The Specification for the supply of water treatment chemicals.
- ii) Council may require other supplies, from time to time. Quotations will be obtained for these works on a job by job basis.
- iii) **ORDERING** - Orders will be by telephone, or email and will include required timing. All orders must be accompanied by a Council Purchase Order Number.
- iv) Inclusion on this list does not guarantee the contractor of any work from Council during this period.
- v) Council seeks a Schedule of rates as follows:

**SCHEDULE OF RATES**

The supplier is to furnish Council with a detailed list of their water treatment chemicals and the relevant associated rate per litre and minimum order quantity.

Council seeks the following chemicals:

- Sodium Hypochlorite 12.5%
- Aluminium Sulphate Liquid
- Magnesium Hydroxide Liquid (Phodine)

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**Item 3: Supply of Ready-Mixed Concrete**

- i) The Specification for the supply of concrete is AS1379-2007.
- ii) Quotations may be obtained for these works on a job by job basis.
- iii) **ORDERING** - Orders will be by telephone, or email and will include required timing. All orders must be accompanied by a Council Purchase Order Number.
- iv) Inclusion on this list does not guarantee the contractor of any work from Council during this period.
- v) Council seeks a Schedule of rates as follows:

**SCHEDULE OF RATES**

ITEM	DESCRIPTION	UNIT	RATE
1	25MPA - 20MM AGG - 80MM SLUMP	m <sup>3</sup>	
2	32MPA - 20MM AGG - 80MM SLUMP	m <sup>3</sup>	
3	40MPA - 20MM AGG - 80MM SLUMP	m <sup>3</sup>	
4	Kerb 25MPA – 10MM AGG – 30MM SLUMP	m <sup>3</sup>	
5	DELIVERY (please specify)		
6	Compressive Strength Testing	ea	

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**Item 4: Supply of Demolition Services**

- vi) The Specification for the demolition of structures is AS 2601.
- vii) Quotations will be obtained for these works on a job by job basis.
- viii) **ORDERING** - Orders will be by telephone, or email and will include required timing. All orders must be accompanied by a Council Purchase Order Number.
- ix) Inclusion on this list does not guarantee the contractor of any work from Council during this period.
- x) Council seeks a Schedule of rates as follows:

**SCHEDULE OF RATES**

Council shall obtain quotations for specific works on a job by job basis.

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**Item 5: Supply & Install Road Safety Barriers**

- i) The Specification for the supply of Guardrail and Wire Rope Safety Barrier systems is the RMS QA Specification R132 – Safety Barrier Systems. This document can be downloaded from the RMS website [www.rms.nsw.gov.au](http://www.rms.nsw.gov.au). Components are to be manufactured in accordance with the relevant Australian Standards.
- ii) Prior to Council ordering supply, the supplier shall provide Council with all documentation required by Clause 2.2 of R132 demonstrating conformance with the specification.
- iii) The supplier must implement and maintain a Quality System in accordance with ISO 9002 as a means of ensuring that the product conforms to the Specification requirements.
- iv) **ORDERING** – Orders will be by telephone, or email and will include required timing. All orders must be accompanied by a Council Purchase Order Number.
- v) Inclusion on this list does not guarantee the contractor of any work from Council during this period.
- vi) Council seeks a Schedule of Rates as follows:

**SCHEDULE OF RATES**

Council shall obtain quotations for specific works on a job by job basis.

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**Item 6: Supply Road Stabilisation Services**

- i) The Specifications for the modification of road pavement with lime or cementations products are the RMS QA Specification R71 – Unbound and Modified Pavement Course, M250 – Heavy Patching and M290 – Pavement Rebuilding. These documents can be downloaded from the RMS website [www.rms.nsw.gov.au](http://www.rms.nsw.gov.au).
- ii) The contractor must implement and maintain a Quality System in accordance with ISO 9001:2008 as a means of ensuring that the service conforms to the Specification requirements.
- iii) **ORDERING** – Orders will be by telephone, or email and will include required timing. All orders must be accompanied by a Council Purchase Order Number.
- iv) Inclusion on this list does not guarantee the contractor of any work from Council during this period.
- v) Council seeks a Schedule of Rates as follows:

**SCHEDULE OF RATES**

ITEM	DESCRIPTION	UNIT	RATE
1	SITE ESTABLISHMENT	ea	
2	MINIMUM DAY RATE STABILISER	ea	
3	HOURLY RATE STABILISER	hr	
4	MINIMUM DAY RATE SPREADER	ea	
5	HOURLY RATE SPREADER	hr	

Note, Supply of additives shall be determined at time of quotation.

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**Item 7: Supply of Lime and Cementitious Products.**

- i) Council seeks quotations from suitably experienced contractors to provide lime and cementitious products in various locations throughout the Council area as required.
- ii) **ORDERING** - Orders will be by telephone, or email and will include required timing. All orders must be accompanied by a Council Purchase Order Number.
- iii) Inclusion on this list does not guarantee the contractor of any work from Council during this period.
- iv) Council seeks a Schedule of Rates as follows:

**SCHEDULE OF RATES**

ITEM	DESCRIPTION	UNIT	RATE
1	HYDRATED LIME	Tonne	
2	QUICKLIME	Tonne	
3	60%/40% SLAG/CEMENT	Tonne	
4	60%/40% SLAG/LIME	Tonne	
4	70%/30% CEMENT/SLAG	Tonne	
5	50%/50% LIME/SLAG	Tonne	
6	70%/30% LIME/SLAG	Tonne	

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**Item 8: Supply Gravel Crushing Services**

- i) Council seeks quotations from suitably experienced contractors to provide gravel crushing services in various locations throughout the Council area as required.
- ii) Council will ordinarily ask for crushing to be provided in a minimum of 10,000 Tonne lots. Some pits may require Winning and/or Crushing.
- iii) All plant must comply with the “Guidelines for Mobile and Transportable Equipment for use in Mines” (MDG15) and the relevant Council’s Mines Safety Management Plan.
- iv) **ORDERING** - Orders will be by telephone, or email and will include required timing. All orders must be accompanied by a Council Purchase Order Number.
- v) Inclusion on this list does not guarantee the contractor of any work from Council during this period.
- vi) Council seeks a Schedule of Rates as follows:

**SCHEDULE OF RATES**

ITEM	DESCRIPTION	UNIT	RATE
1	SITE ESTABLISHMENT	ea	
2	CRUSHING TO -20mm	t	
3	CRUSHING TO -40mm	t	
4	WIN AND CRUSHING -20mm	t	
5	WIN AND CRUSHING -40mm	t	
6	CRUSHING TO AN RMS DGB 20 GRAVEL	t	
7	CRUSHING TO AN RMS DGS 40 GRAVEL	t	

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<b>Tenderers Name</b>		<b>Date</b>	

**Item 9: Supply Asphalt Services**

- i) The Specification for the asphalt works is the RMS QA Specification R116 . This documents can be downloaded from the RMS website [www.rms.nsw.gov.au](http://www.rms.nsw.gov.au).
- ii) Council may require other concreting work, from time to time. Quotations will be obtained for these works on a job by job basis.
- iii) **ORDERING** - Orders will be by telephone, or email and will include required timing. All orders must be accompanied by a Council Purchase Order Number.
- iv) Inclusion on this list does not guarantee the contractor of any work from Council during this period.
- v) Council seeks a Schedule of Rates as follows:

**SCHEDULE OF RATES**

Council shall obtain quotations for specific works on a job by job basis.

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<b>Tenderers Name</b>		<b>Date</b>	

**Item 10: Installation of Water and/or Sewer Mains**

- i) The Specification for the installation of water and sewer mains is the WSAA Code.
- ii) Quotations will be obtained for these works on a job by job basis.
- iii) **ORDERING** - Orders will be by telephone, or email and will include required timing. All orders must be accompanied by a Council Purchase Order Number.
- iv) Inclusion on this list does not guarantee the contractor of any work from Council during this period.
- v) Council seeks a Schedule of Rates as follows:

**SCHEDULE OF RATES**

Council shall obtain quotations for specific works on a job by job basis.

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<b>Tenderers Name</b>		<b>Date</b>	

**Item 11: Installation of Box Culverts, Pipes and Headwalls**

- i) The Specification for the minor concrete works is the RMS QA Specification R16 – Precast Reinforced concrete box culverts and RMS QA Specification R11 Stormwater Drainage. RMS QA Specification M350 Culvert/Pipes, RMS QA Specification M535 Replace headwalls and/or wingwalls. These documents can be downloaded from the RMS website [www.rms.nsw.gov.au](http://www.rms.nsw.gov.au).
- ii) Council may require other concreting work, from time to time. Quotations will be obtained for these works on a job by job basis.
- iii) **ORDERING** - Orders will be by telephone, or email and will include required timing. All orders must be accompanied by a Council Purchase Order Number.
- iv) Inclusion on this list does not guarantee the contractor of any work from Council during this period.
- v) Council seeks a Schedule of Rates as follows:

**SCHEDULE OF RATES**

Council shall obtain quotations for specific works on a job by job basis.

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<b>Tenderers Name</b>		<b>Date</b>	

## Item 12: Supply of Arborist, Tree Removal & Mulching Services

- i) The Specifications for the supply of services for the removal of trees and mulching services is the RMS QA Specifications M310. This document can be downloaded from the RMS website [www.rms.nsw.gov.au](http://www.rms.nsw.gov.au).
- ii) **ORDERING** - Orders will be by telephone, or email and will include required timing. All orders must be accompanied by a Council Purchase Order Number.
- iii) Inclusion on this list does not guarantee the contractor of any work from Council during this period.
- iv) Council seeks a Schedule of rates as follows:

### SCHEDULE OF RATES

The supplier is to furnish Council with a detailed list of their plant hire and the relevant associated hourly rates.

Daily rate or a project cost shall include a price with or without "Supply Traffic Control"

Registration numbers of plant shall be provided in the supplied list.

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**Item 13: Supply of Building Services**

- i) Council seeks expressions of interest from suitable qualified builders, painters & plasterers to be included on a list of recognised contractors. Inclusion on this list does not guarantee the contractor of any work from Council during this period.
- ii) **ORDERING** - Orders will be by telephone, or email and will include required timing. All orders must be accompanied by a Council Purchase Order Number.
- iii) Council seeks a Schedule of rates as follows:

**SCHEDULE OF RATES**

Council shall obtain quotations for specific works on a job by job basis.

ITEM	DESCRIPTION	UNIT	RATE
1	CARPENTER	Hr	
2	PLASTERER	Hr	
3	PAINTER	Hr	
4	LABOURER	Hr	
5	MARK UP ON MATERIALS	%	

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**Item 14: Supply of Electrical Services**

- i) Council seeks expressions of interest from suitable qualified electricians to be included on a list of recognised contractors. Inclusion on this list does not guarantee the contractor of any work from Council during this period.
- ii) The Specifications for the supply of electrical services is the AS 3000 and relevant EE Standards.
- iii) **ORDERING** - Orders will be by telephone, or email and will include required timing. All orders must be accompanied by a Council Purchase Order Number.
- iv) Council seeks a Schedule of Rates as follows.

Please tick what service your company can provide:

SERVICE	TICK
NSW ELECTRICIAN LICENCE	
ASP LEVEL 1	
ASP LEVEL 2	
ASP LEVEL 3	

**SCHEDULE OF RATES**

Council shall obtain quotations for specific works on a job by job basis

ITEM	DESCRIPTION	UNIT	RATE
1	LICENSED ELECTRICIAN	Hr	
2	ELECTRICAL LINESPERSON	Hr	
3	LABOURER	Hr	
4	ELECTRICAL ENGINEER	Hr	
5	DRAFTSPERSON	Hr	
6	MARK UP ON MATERIALS	%	

<b>Tender</b>	Goods, Services & Plant October 2021 to 30 September 2024		
<b>Contract Number</b>	8/2021	<b>Tenderer to Complete</b>	
<b>Council</b>	Blayney Shire Council	<b>Tenderer's Initial</b>	
<b>Tenderers Name</b>		<b>Date</b>	

**Item 15: Supply of Plumbing Services**

- i) Council seeks expressions of interest from suitable qualified plumbers to be included on a list of recognised contractors.. Inclusion on this list does not guarantee the contractor of any work from Council during this period.
- ii) The Specifications for the supply of plumbing services is the AS 3500 and the plumbing code of Australia.
- iii) **ORDERING** - Orders will be by telephone, or email and will include required timing. All orders must be accompanied by a Council Purchase Order Number.
- iv) Council seeks a Schedule of Rates as follows:

**SCHEDULE OF RATES**

ITEM	DESCRIPTION	UNIT	RATE
1	LICENSED PLUMBER	Hr	
2	LABOURER	Hr	
3	MARK UP ON MATERIALS	%	

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<b>Tenderers Name</b>		<b>Date</b>	

**Item 16: Supply Concrete Works**

- i) The Specification for concrete works is the AS 3600 and AS 3610.
- ii) Quotations will be obtained for these works on a job by job basis.
- iii) **ORDERING** - Orders will be by telephone, or email and will include required timing. All orders must be accompanied by a Council Purchase Order Number.
- iv) Inclusion on this list does not guarantee the contractor of any work from Council during this period.
- v) Council seeks a Schedule of Rates as follows:

**SCHEDULE OF RATES**

Council shall obtain quotations for specific works on a job by job basis.

ITEM	DESCRIPTION	UNIT	RATE
1	CONCRETOR	Hr	
2	LABOURER	Hr	
3	MARK UP ON MATERIALS	%	

<b>Tender</b>	Goods, Services & Plant October 2021 to 30 September 2024		
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<b>Council</b>	Blayney Shire Council	<b>Tenderer's Initial</b>	
<b>Tenderers Name</b>		<b>Date</b>	

**Item 17: Supply Fencing Services**

- i) The Specification for the fencing works is the RMS QA Specification R161 . This documents can be downloaded from the RMS website [www.rms.nsw.gov.au](http://www.rms.nsw.gov.au).
- ii) Council may require other concreting work, from time to time. Quotations will be obtained for these works on a job by job basis.
- iii) **ORDERING** - Orders will be by telephone, or email and will include required timing. All orders must be accompanied by a Council Purchase Order Number.
- iv) Inclusion on this list does not guarantee the contractor of any work from Council during this period.
- v) Council seeks a Schedule of Rates as follows:

**SCHEDULE OF RATES**

Council shall obtain quotations for specific works on a job by job basis.

ITEM	DESCRIPTION	UNIT	RATE
1	LABOUR	Hr	
2	MARK UP ON MATERIALS	%	

<b>Tender</b>	Goods, Services & Plant October 2021 to 30 September 2024		
<b>Contract Number</b>	8/2021	<b>Tenderer to Complete</b>	
<b>Council</b>	Blayney Shire Council	<b>Tenderer's Initial</b>	
<b>Tenderers Name</b>		<b>Date</b>	

**Item 18: Supply of Locksmith Services**

- i) Council seeks expressions of interest from suitable qualified Locksmiths to be included on a list of recognised contractors. Inclusion on this list does not guarantee the contractor of any work from Council during this period.
- ii) **ORDERING** - Orders will be by telephone, or email and will include required timing. All orders must be accompanied by a Council Purchase Order Number.
- iii) Council seeks a Schedule of rates as follows:

**SCHEDULE OF RATES**

ITEM	DESCRIPTION	UNIT	RATE
1	LOCKSMITH	Hr	
2	MARK UP ON MATERIALS	%	

<b>Tender</b>	Goods, Services & Plant October 2021 to 30 September 2024		
<b>Contract Number</b>	8/2021	<b>Tenderer to Complete</b>	
<b>Council</b>	Blayney Shire Council	<b>Tenderer's Initial</b>	
<b>Tenderers Name</b>		<b>Date</b>	

**Item 19: Supply Metal Fabrication Services**

- i) Council seeks expressions of interest from suitable qualified metal fabricators to be included on a list of recognised contractors. Inclusion on this list does not guarantee the contractor of any work from Council during this period.
- ii) **ORDERING** - Orders will be by telephone, or email and will include required timing. All orders must be accompanied by a Council Purchase Order Number.
- iii) Council seeks a Schedule of rates as follows:

**SCHEDULE OF RATES**

ITEM	DESCRIPTION	UNIT	RATE
1	METAL FABRICATOR	Hr	
2	MARK UP ON MATERIALS	%	

<b>Tender</b>	Goods, Services & Plant October 2021 to 30 September 2024		
<b>Contract Number</b>	8/2021	<b>Tenderer to Complete</b>	
<b>Council</b>	Blayney Shire Council	<b>Tenderer's Initial</b>	
<b>Tenderers Name</b>		<b>Date</b>	

**Item 20 – Supply of Tyres, Tyre Fitting, and Tyre Repair Services**

- i) Council seeks expressions of interest from suitably tyre suppliers and tyre fitting workshops to be included on a list of recognised contractors. Inclusion on this list does not guarantee the contractor of any work from Council during this period.
- ii) **ORDERING** - Orders will be by telephone, or email and will include required timing. All orders must be accompanied by a Council Purchase Order Number.
- iii) Council seeks a Schedule of rates as follows:

**SCHEDULE OF RATES**

ITEM	DESCRIPTION	UNIT	RATE
1	<u>FITTING OF TYRES:</u>		
	PASSENGER/4WD	Ea	
	TRUCK	Ea	
2	<u>PUNCTURE REPAIRS:</u>		
	PASSENGER/4WD	Ea	
	TRUCK	Ea	
3	<u>LABOUR:</u>		
	ON SITE	Hr	
	WORKSHOP	Hr	
4	<u>TYRES SUPPLY:</u>		
	PASSENGER/4WD	Cost +	
	TRUCK	Cost +	
5	TRAVEL FEE	Km	
	CALL-OUT FEE	Ea	
	WORKSHOP LOCATION:		

<b>Tender</b>	Goods, Services & Plant October 2021 to 30 September 2024		
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<b>Tenderers Name</b>		<b>Date</b>	

### Item 21: Supply of Consulting Services

- i) Council seeks expressions of interest from suitably qualified Engineering, Surveying, Geotechnical, Project Management, Town Planning, Environmental, Architectural or Drafting Services Consultants to be included on a list of recognised contractors for the 2019/2020 financial years. Inclusion on this list does not guarantee the contractor of any work from Council during this period.
- ii) Pavement testing must be NATA (National Accreditation Guidance and Information) approved and comply with RMS Specifications.
- iii) **ORDERING** - Orders will be by telephone, or email and will include required timing. All orders must be accompanied by a Council Purchase Order Number.
- iv) Council seeks a Schedule of Rates as follows:

### SCHEDULE OF RATES

Council shall obtain quotations for specific works on a job by job basis.

ITEM	DESCRIPTION	UNIT	RATE
1	STRUCTURAL ENGINEER	Hr	
2	CIVIL ENGINEER	Hr	
3	GEOTECHNICAL ENGINEER	Hr	
4	REGISTERED SURVEYOR	Hr	
5	CHAINMAN	Hr	
6	PLAN LODGEMENT SERVICES	Ea	
7	DRAFTSPERSON	Hr	
8	ARCHITECT	Hr	
9	ENVIRONMENTAL ENGINEER	Hr	
10	ECOLOGIST	Hr	
11	TOWN PLANNER	Hr	
12	PROJECT MANAGER	Hr	
13	OTHER (PLEASE SPECIFY)		

<b>Tender</b>	Goods, Services & Plant October 2021 to 30 September 2024		
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<b>Council</b>	Blayney Shire Council	<b>Tenderer's Initial</b>	
<b>Tenderers Name</b>		<b>Date</b>	



**Item 22: Plant Hire Services**

- i) Council seeks expressions of interest from suitably recognised contractors. Inclusion on this list does not guarantee the contractor of any work from Council during this period.
- ii) **ORDERING** - Orders will be by telephone, or email and will include required timing. All orders must be accompanied by a Council Purchase Order Number.
- iii) Council seeks a Schedule of rates for the following items of plant: tipping trucks, water trucks, excavators, rollers (compactor, multi-tyred, pad foot, smooth drum), dozer and any other plant a Contractor wishes to submit.

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)			
<b>Rate (Including GST)</b>			
Hourly Rate Wet Hire	\$	\$	\$
Hourly Rate Dry Hire (optional)	\$	\$	\$
Additional Information			
Labour/ Operator (Hr) (included in wet hire rate)	\$	\$	\$

<b>Tender</b>	Goods, Services & Plant October 2021 to 30 September 2024		
<b>Contract Number</b>	8/2021	<b>Tenderer to Complete</b>	
<b>Council</b>	Blayney Shire Council	<b>Tenderer's Initial</b>	
<b>Tenderers Name</b>		<b>Date</b>	

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 (optional)	\$	\$	\$
Additional Information			
Labour/ Operator (Hr) (included in wet hire rate)	\$	\$	\$

<b>Tender</b>	Goods, Services & Plant October 2021 to 30 September 2024		
<b>Contract Number</b>	8/2021	<b>Tenderer to Complete</b>	
<b>Council</b>	Blayney Shire Council	<b>Tenderer's Initial</b>	
<b>Tenderers Name</b>		<b>Date</b>	

## 5. GENERAL CONDITIONS

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### 5-1. INSURANCE

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#### 5-1.1 Workers Compensation

The Contractor shall, at their own expense, insure and keep insured their employees under an Insurance Policy pursuant to the *Workers Compensation Act, 1987*, and any Act amending that Act.

The *Workers Compensation Legislation Amendment Act 2000* requires a subcontractor to advise the principal contractor that workers' compensation premiums payable up to and including the dates on the statement have been paid, and all premiums owing during the term of the contract will be paid. The declaration that workers compensation premiums have been paid is in similar terms to the requirement to pay wages under the *Industrial Relations Act 1996* and payroll tax under the *Payroll Tax Act 1971*.

To protect themselves from having to pay a subcontractors unpaid workers compensation premiums, principal contractors must have:

- A copy of the subcontractor's certificate of currency
- A written statement by the subcontractor that all workers' compensation premiums applicable for that work have been paid.

#### 5-1.2 Public Risk and Public Liabilities Insurance

The Contractor shall, at their own expense, arrange and maintain Public Risk Insurance and Public Liability Insurance of not less than **\$20,000,000** covering works offered to Council.

#### 5-1.3 Comprehensive Insurance

The Contractor shall, at their own expense, arrange and maintain Comprehensive Insurance on all items of plant submitted for hire with Council.

#### 5-1.4 Third Party Damage or Injury Responsibility

Any injury occasioned to third party or parties, or loss or damage to property (including Council's property), caused by the plant being driven by the Contractor or their employee or caused by such driver or by any other personnel employed by the Contractor in the operation of the plant, shall be the responsibility of the Contractor.

#### 5-1.5 Submission of Insurance Policies

The Contractor shall, when submitting their Tender form, submit Certificates of Currency for each of the above mentioned insurance policies. Non-compliance with this Clause may result in the Tender being rejected.

## **5-2. PAYMENT CLAIMS**

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### **5.2.1 Claims**

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.

### **5.2.2 Payment**

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.

### **5.2.3 Invoicing Requirements**

The Contractor shall issue a tax invoice to the Council with respect to the Services in accordance with ATO requirements for GST legislation, including:

- 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.
  - 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.

### **5.2.4 Set-Off**

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.

### **5.2.5 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.

## **5-3. PLANT HIRE CONDITIONS**

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### **5.3.1 Council Directives**

The Contractor shall comply with all reasonable and lawful directions given by Council's Representative. 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.

### **5.3.2 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.

### **5.3.3 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).

### **5.3.4 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.

### **5.3.5 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.

### **5.3.6 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.

### **5.3.7 Governing Law**

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

### **5.3.8 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.

### **5.3.9 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 Council Representative.
- 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 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

### **5.3.10 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.

### **5.3.11 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.

### **5.3.12 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.

### **5.3.13 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.

### **5.3.14 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.

### **5.3.15 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.

### **5.3.16 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.

### **5.3.17 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.

### **5.3.18 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

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,
- Safework 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.

### **5.3.19 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.

### **5.3.20 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.

### **5.3.21 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](http://www.rms.nsw.gov.au).