



## **TENDER NO 2023-03-02 – PLANT MACHINERY HIRE (CIVIL & BUILDING WORKS)**

### **TENDER DOCUMENTS**

#### **TENDER NO 2023-03-02 AND ITEMS 01 THROUGH TO 12**

01. Open Body Haulage Trucks including Road Train – Side Tippers
- 02a. Water Truck – Semi Tanker/Truck & Dog Combo (25,000 – 30,000L)
- 02b. Water Truck – 8-Wheeler (16,000 – 18,000L)
- 02c. Water Truck – 6-Wheeler (10,000 – 12,000L)
03. Grader
04. Excavator
05. Front End Loader
06. Low Loader
07. Bulldozer
08. Backhoe
- 9a. Compaction Roller – Steel Drum and/or Sheepsfoot
- 9b. Compaction Roller – Pneumatic Tyred
10. Elevating Work Platform
11. Generators
12. Miscellaneous

**TENDERS CLOSE:** Noon, Tuesday 6 June 2023

#### **LODGEMENT:**

[tenders@nparc.qld.gov.au](mailto:tenders@nparc.qld.gov.au)

Council Shire Office  
180 Adidi Street (PO Box 200)  
Bamaga QLD 4876

## Table of Contents

1	Introduction.....	3
2	Interpretation .....	3
2.1	In this contract.....	3
3	Scope of Works .....	5
4	Form of Contract .....	7
5	Tender Validity Period.....	7
6	Tender Documentation.....	7
7	Conditions of Offer .....	7
8	Requirements of Plant Equipment and Operator.....	8
9	Plant Equipment Categories .....	8
10	Conditions of Hire.....	10
11	Vehicle and Plant Loadings, and Statutory Requirements .....	11
12	Payment .....	12
13	Registration and Insurance .....	13
14	Notice for Tenders and Quotations .....	13
15	Lodgement of Tenders .....	13
16	Selection Criteria.....	13
17	Interpretation of the Tender Documents .....	14
18	Collusive Tendering .....	14
19	Consortia / Aggregation of Suppliers / Sub-Contractors.....	14
20	Statement of Business Ethics .....	14
21	Non-Mandatory Information Session .....	15
22	NPARC Contact Details .....	15
23	ANNEXURE A – TENDER ADVERTISEMENT .....	16
24	ANNEXURE B – NPARC ENGAGEMENT OF CONTRACT PLANT STATEMENT.....	17
25	ANNEXURE C – GENERAL CONDITIONS OF CONTRACT .....	22
26	ANNEXURE D – WORKPLACE HEALTH AND SAFETY POLICY STATEMENT .....	24
27	ANNEXURE E – CONDITIONS OF TENDERING.....	26
28	ANNEXURE F – SAMPLE TAX INVOICE .....	27
29	ANNEXURE G – PLANT TENDER ASSESSMENT CRITERIA .....	28
30	ANNEXURE H – SCHEDULED PLANT TENDER FORMS.....	30
31	ANNEXURE I – WH&S SYSTEMS QUESTIONNAIRE .....	47

## **NPARC HIRE OF PLANT SPECIFICATION**

### **1 Introduction**

NPARC has responsibility for the maintenance of sealed and unpaved roads in the Northern Peninsula Area Regional Council area. NPARC undertakes several construction and maintenance projects within the Shire including:

- QLD Department of Transport and Main Roads
- Road Performance Contracts for QLD Department of Transport and Main Roads
- Major Projects such as:
  - Roadworks
  - Flood Damage
  - Shire Maintenance
  - Minor Works Projects

The NPARC depot is in Umagico, approximately 5 km west of Bamaga by road. Often NPARC requires the services of plant on a contract basis. These services will be carried out on a rate as specified herein.

### **2 Interpretation**

#### **2.1 In this contract**

"Allowance" means an amount specified above the tendered unit rate.

"Commencement Date" means the date specified in the Letter of Acceptance as the Commencement Date, being the date that you must deliver the Tendered Plant and Personnel (if applicable) to the NPARC Umagico Depot.

"Supplier" means the Supplier submitting a tendered price or rate for this tender.

"Supplier's Personnel" means the employees of the Supplier who will be engaged in the provision of the Services.

"Construction Season" means the period of construction, generally between January to December.

"Council" means Northern Peninsula Area Regional Council ("NPARC").

"Principal or Principal's representative" means Chief Executive Officer, Works Manager, Works Supervisor, Works Foreman or Site Foreman or as nominated by the Principal or Principal's representative.

"EFT" means Electronic Funds Transfer.

"Engineer" means NPARC Executive Manager of Operations or nominated Engineers Representative.

"Engineers Representative" means Works Manager, Works Supervisor, Works Foreman or Site Foreman or as nominated by the Principal or Principal's representative; "Equipment" means the plant and equipment contracted for hire, and where the context permits include spare parts, tools, GET's, and all associated accessories and components owned by the Supplier.

"Equipment Costs" means those costs incurred on the tendered plant whilst carrying out the required tasks, to be paid by the Supplier.

"GET's" means Ground Engaging Tools supplied by the Supplier on tendered plant, as accessories to and for use with the Equipment in terms of this Contract.

"GST" means the Goods and Services Tax.

"Hire Rate" means the hourly charge out rate for each item of Plant supplied as part of the Service.

"Machine Time" means the time that each item of the Plant is engaged in performance of the Services at the Site which will be substantiated by: -

- engine hour meter readings; and
- machinery operation logs and manuals kept and maintained on Site by Supplier's Personnel endorsed by NPARC Site Supervisors with respect to each item of the equipment.

"Material" means all construction materials including soils, gravels, rock, organic substances or objects required to carry out the works required.

"Plant" means construction operation equipment and associated apparatus.

"Project" means the project or works to be undertaken by the Supplier on the Site as directed by the Engineer or Engineers Representative.

"Site" means the location at which you are to perform the works as define in this document.

"Statutory Declaration" is an Official Legal Statement signed by the Tenderer / Supplier (certified by a Justice of the Peace or Commission of Declarations official representative) and stating to NPARC that the Requirements of the Tender Document are in place, current and will be always adhered to, along with being kept current for the life of the contract.

"Tenderer" is the Supplier tendering for the contract.

"Tender Document" means this document, which will form the contract upon acceptance of tender submitted.

"WH&S Act" means Workplace Health and Safety Act 2011 and where relevant includes all amendments to that Act, Regulations, Standards and Council requirements.

"Termination" means termination of this specific item of plant for the period of work; however, the Supplier's plant or other may be required for hire during this current season again.

### 3 Scope of Works

This tender refers to the hire of plant to be used for construction and maintenance works generally within the boundaries of the Council area, however, there may be some job sites located outside the Shire Boundary.

This tender includes the hire of the following plant:

01. Open body haulage trucks including Road Train – Side Tippers
- 02a. Water Truck – Semi Tanker / Truck & Dog Combo (25,000 - 30,000L)
- 02b. Water Truck – 8-Wheeler (16,000 - 18,000L)
- 02c. Water Truck – 6-Wheeler (10,000 – 12,000L)
03. Grader
04. Excavator
05. Front End Loader
06. Low Loader
07. Bulldozer
08. Backhoe
- 9a. Compaction Roller – Steel Drum and/or Sheepfoot
- 9b. Compaction Roller – Pneumatic Tyred
10. Elevating Work Platform
11. Generators
12. Miscellaneous

The work shall comprise of the tasks as defined herein for each item of plant:

Suppliers are advised they are **not** bound to tender for all items of plant listed herein.

#### 01. Road Train – Side Tippers

The work shall comprise of, but is not limited to, the hauling and tipping of **all** materials for road works and other Council projects as directed using a tipping truck and possibly trailers if tendered.

#### 02. a, b & c – Water Truck Combinations

The work shall comprise of, but is not limited to the following:

- Loading, hauling and spraying of water for pavement compaction
- Dust suppression
- Be readily able to work and hook up to road stabilisation machinery
- Be able to fill and unload trucks with suitable self-priming truck mounted water pumps
- Operate at full capacity at all times unless otherwise directed
- Any other works as directed by the Principal or Principal's representative

#### 03. Grader

The work shall comprise of, but is not limited to, construction and maintenance works including:

- Road opens up grading operations
- Maintenance and shoulder grading
- Road construction including final trim
- Borrow pit cleaning
- Re-sheeting
- De-silting creek crossings
- Clearing of vegetation within the road formation
- Any other works as directed by the Principal or Principals representative

#### 04. Excavator

The works shall comprise of, but is not limited to, construction and maintenance works including:

- Stockpiling and loading of materials
- Placement and handling of all materials
- Excavating and/or trenching
- Any other works as directed by the Principal or Principals representative

#### 05. Front End Loader

The works shall comprise of, but is not limited to, construction and maintenance works including:

- Stockpile, loading and placement of road building materials
- All loaders must be fitted with recently calibrated load rite scale and printer for accurate recording of materials loaded out of stockpile sites
- Any other works as directed by the Principal or Principals representative

#### 06. Low Loader

The works shall comprise of, but is not limited to, construction and maintenance works including:

- Haulage of vehicles and machines, materials and camp accommodation units
- Any other works as directed by the Principal or Principals representative

#### 07. Bulldozer

The works shall comprise of, but is not limited to, construction and maintenance works including:

- Clearing of land
- Stockpiling of material
- Any other works as directed by the Principal or Principals representative

#### 08. Backhoe

The works shall comprise of, but is not limited to, the following:

- Excavation and backfilling of trenches
- Loading spoil and fill into trucks
- General worksite maintenance
- Any other works as directed by the Principal or Principals representative

#### 09 a&b. Compaction Roller

The works shall comprise of, but is not limited to, the following:

- Embankment, cuttings and pavement compaction
- Any other works at the discretion of the Principal or Principals representative

#### 10. Elevating Work Platform

The works shall comprise of, but is not limited to, the following:

- Providing temporary access for people and/or equipment to inaccessible areas of height
- Any other works at the discretion of the Principal or Principals representative

#### 11. Generators

The works shall comprise of, but is not limited to, the following:

- Supply of portable and backup power
- Any other works at the discretion of the Principal or Principals representative

#### 12. Miscellaneous

The works shall comprise of, but is not limited to, the following:

- The plant or machinery will comprise of any item that is not listed above, however all of the requirements for tendering and contract compliance will need to be met

## 4 Form of Contract

Tenders shall be in the form of a **Schedule of Rates** contract. If any section of the Schedule of Rates is not applicable to the tender “n/a” is to be written in that section. Pages marked ‘TO BE SUBMITTED WITH TENDER’ are to be submitted with the tender for the particular items of plant being tendered.

Tenderers may include supporting statements at their discretion and are invited to submit alternate tenders should they be able to demonstrate a cost saving for Council. Should tenderers submit an alternate tender, a complying tender must be submitted also.

***This Schedule of Rates contract is not subject to Rise and Fall.***

Tenders must be legible and shall be in either black or blue ink or be type written.

All dimensions and units in reference to measurements in tenders shall be in metric units.

Tender documents shall be returned to the tenderer on request, however it is a condition of tender that the Council has the right, free of charge, to photocopy tender documents for audit purposes and to retain such copies.

The tenderer may also request to be advised where, in accordance with this clause, the copy is held. The tenderer shall set out in the Schedule of Rates, the rates at which he/she is prepared to hire each item of equipment offered during the Contract period.

Accepted rates tendered shall apply from close of tender to 11 April 2024 with an optional extension of up to 1 year. All rates are to be in Australian Dollars and inclusive of GST.

## 5 Tender Validity Period

All tenders submitted shall remain valid for a period of 60 days after the close of tenders, unless accepted by Council earlier.

Once a tender has been accepted by letter of acceptance from Council, the rates provided in the tender remains valid for the nominated tender period.

## 6 Tender Documentation

The following documents, although not necessarily included in this document, are deemed to form part of the tender documentation and specification:

- Technical Specification (this document)
- Annexure A – Tender Advertisement
- Annexure B – NPARC Engagement of Contract Plant Statement
- Annexure C – General Conditions of Contract
- Annexure D – Workplace Health and Safety Policy Statement
- Annexure E – Conditions of Tendering
- Annexure F – Sample Tax Invoice
- Annexure G – Plant Tender Assessment Criteria
- Annexure H – Scheduled Plant Tender Forms
- Annexure I – WH&S Systems Questionnaire

## 7 Conditions of Offer

Council are not bound to accept the lowest or any Tender, nor are they responsible for, or pay for expenses or losses which may be incurred by any Tenderer in the preparation of this tender. By submitting a tender, the tenderer recognises and agrees to the terms and conditions outlined in this document.

## 8 Requirements of Plant Equipment and Operator

All plant and equipment offered must be presented and maintained in good working condition and suitable for work in isolated areas. Council reserves the right, at no cost to Council, to refuse non-conforming, un-roadworthy or unsatisfactory plant.

The tenderer shall nominate the plant operator(s) that he/she proposes to engage if successful on the 'Tender Forms'.

The tenderer shall detail any training that his/her proposed operator has undertaken and upon acceptance supply Council the copies of any appropriate certificates and licenses. It is the Supplier's responsibilities that all nominated operators have and maintain the required tickets, licenses and competencies to carry out the works.

The Supplier, upon acceptance of tender is to provide to Council, the following:

- WH&S Supplier Checklist
- Procedure for carrying out repairs and maintenance on site
- Procedure for servicing plant and servicing schedule
- Daily maintenance procedures required
- Plant maintenance schedule
- Fault recording and reporting – i.e. daily pre-start form to be used
- Fault repair register
- Records and documentation (licences, Fatigue Management certificated)

All machinery should be capable of being secured on site. Payment will not be made on machinery required to be transported to and from site, where the machine is not able to be adequately secured.

All items of plant are to include the following:

- Two working rotating (or strobe) orange beacon/s visible from all directions fitted to the machine
- Industry standard reversing beeper fitted (to be utilised at all times)
- First aid kit
- UHF radio
- Operational air-conditioned cabins
- Fire extinguisher

Cabins shall be fully enclosed and lockable and allow the operator the view required to carry out the works in a safe manner.

**Suppliers are required to supply staff with suitable emergency communications equipment such as satellite phones. Council's satellite phones will not be made available for use by Suppliers.**

## 9 Plant Equipment Categories

### 01. Open Body Haulage Trucks including Road Train – Side Tippers

It is required that all trailers have a minimum body capacity of approximately 15 cubic meters.

No payment will be made for travel of trucks to and from overnight accommodation sites. Travel will only be paid for the initial establishment and subsequent work site transfers.

Payment will only be paid on hourly rate from the gravel source to site.

It shall be the responsibility of the driver to ensure that all loads conform with the requirements of Road Transport Acts and Regulations.

No payment will be made for any part of a load that exceeds the maximum legal load limit for the vehicle tendered.



No additional allowance will be made for the covering of loads. The operator shall be responsible for ensuring that all loads are appropriately covered in accordance with the Road Transport Acts and the Environmental Protection Authorities Acts and Regulations.

All operators and owners must have the necessary Fatigue Management qualifications to operate under the necessary *National Heavy Vehicle Regulator (NHVR) Fatigue Management Regulations*.

#### 02. a,b & c – Water Truck Combinations

Water cartage Suppliers shall utilise a pump, or pumps having a capacity such that the tank can be filled and unloaded in a time period that does not cause delay to the productivity rate of works and shall maintain that pumping rate for the duration of the Contract. At least one spare wheel, tyre and tube must be accompanied with the machine.

All water trucks will be required to be equipped with batter sprays capable of discharging water to a minimum distance of eight (8) metres.

All water trucks will be required to be equipped with a hook up point for working with road stabilisation machinery. The water truck is to have a truck mounted water tank and truck mounted water pump(s). The water cart is to operate at full capacity (i.e. to be fully filled at each loading) at all times unless otherwise directed.

No payment will be made for travel of trucks to and from work sites. Travel will only be paid for the initial work site establishment and subsequent work site transfers.

All operators and owners must have the necessary Fatigue management qualifications to operate under the *National Heavy Vehicle Regulator (NHVR) Fatigue Management Regulations*.

#### 03. Grader

The grader shall be fitted with a heavy duty scarifier independent of the blade circle and a mouldboard of at least 3.6m width with cutting edges. The grader is required to have a minimum three tyne ripper assembly at the rear of the machine.

It is highly preferred that graders be fitted with lasers for construction works.

At least one spare wheel, tyre and tube must be accompanied with the machine.

#### 04. Excavator

The excavator shall be a tracked or wheeled unit and shall have a working weight of 18 – 30 tonne with minimum 3 various size buckets, ripper, grab claw and provisions for a rock breaker.

#### 05. Front End Loader

The Front End Loader specifications including operating weight and loader bucket carrying capacity will be stated.

The Front End Loader will be required to be fitted with recently calibrated load rite scales with printer so as accurate loading of trucks is recorded and printed out for Council records.

#### 06. Low Loader

The Low Loader shall be of tri axial configuration.

All operators and owners must have the necessary Fatigue Management Qualifications to operate under the Fatigue Management Regulations.

#### 07. Bulldozer

The Bulldozer shall have an engine rating of approximately 200 kW and is required to have a minimum 3 tyne ripper assembly at the rear of the machine.

### 08. Backhoe

The Backhoe Front-end Loader combination unit of a least 70 kW fly wheel power, with an extender hoe (telescopic boom) and minimum of 3 various size backhoe buckets, batter bucket, ripper attachment.

### 09 a&b. Compaction Rollers

Rollers either Vibrating Smooth Drum, Sheepfoot (Padfoot) and Pneumatic tyre.

### 10. Elevating Work Platform

Aerial work platforms either Articulated Boom Lifts, Telescopic Lifts, Scissor Lifts and Vertical Mast Lifts.

### 11. Generators

Portable or towable diesel generators for industrial and construction use. Also small portable generators <10kva.

### 12. Miscellaneous

The plant or machinery will comprise of any item that is not listed above, however all of the requirements for tendering and contract compliance will need to be met.

## 10 Conditions of Hire

(Please note; this clause is conditions of hire only and does not address WH&S nor include Fatigue Management).

Unless otherwise specified or agreed upon in writing with Council, prior to delivery, the Hire of Plant will initially start, finish and terminate a period of hire at NPARC depot - Umagico, Queensland. This condition does not apply to machinery being floated to site.

It is the Supplier's responsibility to transport plant and in the case of the tenderer supplying plant and operator (operator inclusive) to and from the depot.

Hire Rates offered by the Supplier shall be all inclusive. No additional payments will be made by NPARC for items such as taxes, insurance, operator travel and accommodation etc. The Supplier warrants that the hire rates are sufficient to ensure the Supplier is able to meet all statutory requirements in respect of the Supplier's employees.

Council does not guarantee a minimum number of hours for any engagement.

Where the Supplier has been carrying out works on-site and circumstances result in the plant not having sufficient work, he shall be advised by the Principal or Principals representative on the day prior to or at the time of the circumstances hindering works, that they will be terminated.

**Tenderers are advised that stand-down is not payable during and or as a result of wet weather, or once a termination notice has been issued by the Principal or Principals representative.**

Upon termination of hire plant, it is the Supplier's responsibility to collect their tendered plant from Council's Depot. Council are not liable for time between termination of plant and the collection from the Depot.

The Suppliers should be available to commence work within five (5) working days of written notification by Council.

Hours of work will generally be 7.00 am to 6.00 pm daily Monday to Friday as directed by the Principal or Principals unless otherwise agreed.

The Council crew breaks on each day for an aggregate of 1 hour per day i.e. fifteen (15) minutes at morning and afternoon tea and half an hour at lunch and/or at other times as determined by the site Foreman. The Supplier will not be entitled for payment during these breaks unless he has been requested by the site Foreman to work through them. The site Foreman reserves the right to adjust the break times to accommodate any continuity of work required. **No payment will be made for any unauthorised hours worked.**

The Principal or Principals representative may vary the hours of work up or down.

Suppliers are responsible for the maintenance and servicing of their plant, including supply of oils, fuel and greases. Maintenance on plant is to be carried out **outside normal working hours**.

The Council will not supply accommodation for the Supplier's plant operator. The Supplier shall make his own arrangements for these provisions in an acceptable and to a safe standard complying with the Workplace Health and Safety Act and in consultation with the Council and its Officers.

Tenders are to be paid normal hire unless otherwise specified when transferring to the initial and any subsequent worksites. The Supplier shall endeavour to be capable of relocating in 'one move' providing the Supplier is complying with the Traffic Act and Workplace Health and Safety Act.

The Supplier will not be paid for return trips to recover 'camp' and other equipment. Suppliers will not be paid travelling at the beginning and end of each working week.

Notwithstanding the notice for termination due to circumstances resulting in the plant not having sufficient work, Council will where possible, give a minimum of five (5) days' notice in the event that the Supplier is to be terminated. The five (5) days is effective from the verbal notification by the Site Supervisor or Engineer. This requirement is essential due to the Shires remoteness and time required to mobilise replacement plant/vehicles. A written notification from the Engineer will follow.

Suppliers are required to give Council a minimum ten (10) working days' notice if they wish to remove their plant and/or operators from Council job sites.

Suppliers are permitted to substitute suitably skills operators on the condition that prior approval is required from the Principal. The Supplier shall submit all necessary documentation and justification of the substitution of operators.

## 11 Vehicle and Plant Loadings, and Statutory Requirements

The Supplier shall ensure that all road vehicles used to cart material are loaded in a manner that they do not exceed the maximum loading allowed by axle configurations for specified loads on the certificate of registration for each road vehicle so used.

For plant tendered copies of all registrations and relevant insurances indemnifying Council must be supplied at the time of tendering. In the event of any of these conditions that do not comply the tenderer must advise Council of the noncompliance.

Failure to provide the above information with the tender will declare the Tender non-conforming and may result in the tender submission being either discounted, or at best, the tenderer will be penalised points in the tender evaluation process. The certificate shall be current and represent the plant in its proposed configuration.

Council, at its own discretion, may arrange for random vehicle testing during the engagement period.

All plant items supplied must comply with current workplace health and safety legislative and Australian Standards requirements.

Tenderers should note that Certificates of Inspection (COI) are required for vehicles that travel to work outside the Council areas (except if travelling to a place for repairs). When Council undertakes work outside its area, Suppliers will not be engaged unless they can supply a current Certificate of Inspection. Should Council successfully arrange for COI's to be locally produced – all plant tendered will be required to provide such a certificate for works within the area.

## 12 Payment

Payment for establishment and disestablishment of equipment must be included into the hourly rate. No establishment or disestablishment will be paid under this contract.

The Supplier shall maintain a detailed record of work completed daily, including hour meter readings and odometer readings (where applicable), in duplicate and shall have such record of work certified by the Works Supervisor and the end of each working day, and by the Principal or Principal's representative at the completion of each working period.

### **Gravel and water haulage records are to be completed for water trucks and tipping trucks.**

Failure to supply correct and accurate load haulage details may result in delayed payment.

Failure to maintain concise and accurate records and supply hour readings and/or odometer readings (where applicable) may result in delayed payment, or a minimum default payment.

The Supplier shall submit to the Principal or Principals representative the signed originals of his work record in support of his claim for payment. The Supplier is to invoice Council one invoice per piece of plant per period. The invoices must show the nominated invoicing period, correct job description and type and hours of plant hired for each job worked. Daily sheets must not display unit rates and shall only show unit quantity worked and job number.

Payment for completed work will be made by Electronic Funds Transfer (EFT) only. NPARC will not issue cheque or 'cash in hand' payments. The payments will take place on a fortnightly basis on the alternate week of Council's costing period. The Supplier is required to supply a valid Tax Invoice within (5) five days of the end of the plant hire costing period. Payment will be made within (8) eight working days of the end of the costing period. The invoice **MUST** be sent to [Creditors@nparc.qld.gov.au](mailto:Creditors@nparc.qld.gov.au) to ensure payment of the invoice within the eight working days.

#### \* Week One - Friday

1. Your Invoice must reflect hours only on the working days prior to and including this day.

#### \*\* Week Two - Wednesday

1. You must provide Council with an Invoice no later than this day, with the appropriate "NPARC Daily Operator Checklist and report Sheet" attached.
2. The billing period on the Invoice will only reflect the days as per \*
3. **Invoices not received by this day may delay your payment and incur penalties.**

#### \*\*Week Three - Friday

1. Payment of Invoice will be settled on this day if all requirements are met.

Failure to supply a **valid Tax Invoice** or supplying an incorrect invoice will result in delayed payment. Refer to appended for sample of valid Tax Invoice.

Upon termination of a Contract, payment will be made within eight (8) working days.

Council will be required to withhold 46.5% of the full Invoice amount should the Supplier not supply a valid tax invoice quoting a valid Australian Business Number as per relevant Australian Taxation laws.

## 13 Registration and Insurance

Supplier **must** submit with their tender a copy of the name of their Workers Compensation, Third Party Property and Public Liability Insurers together with their respective policy numbers and renewal dates. The Supplier shall hold Public Liability Insurance for goods and services of not less than \$20,000,000. This also applies to all employee contract operators.

The Supplier **must** also supply, with their tender, documentary evidence of Conditional Registration along with any permits/conditions required under the *Conditional Registration Scheme*.

The tenderer will be required to submit registration demonstrating ownership of the tendered vehicle.

Failure to submit the required documentation may deem a tender non-compliant.

## 14 Notice for Tenders and Quotations

Tenders will not be opened publicly.

## 15 Lodgement of Tenders

Tenders' submissions shall be lodged in accordance with this Clause, to be received no later than the date and time stated in the 'Advertisement of Tender'.

Tender submissions may be lodged through one of the following means:

- Hardcopy: submissions are to be placed in a sealed envelope noting tender number, marked 'confidential', addressed to NPARC Chief Executive Officer and delivered to Council Shire Office, 180 Adidi Street (PO Box 200), Bamaga QLD 4876
- Email: [tenders@nparc.qld.gov.au](mailto:tenders@nparc.qld.gov.au)

Any tender not received before the specified closing date and time will not be considered unless Council is satisfied that, in the ordinary course of post or delivery, the tender would have been received at the place of lodgement by the closing date and time. The onus of proving timeliness is on the Tenderer.

Tenderers cannot submit more than one tender price for the same item of plant unless this relates to the manner in which the plant is utilised, for example final trim rates versus flood damage rates.

NPARC reserves the right to consider any non-conforming tender if Council determines in its absolute discretion that it is for the benefit of NPARC to do so. This clause does not include the consideration of late tenders.

Verbal tenders will not be considered.

## 16 Selection Criteria

Supplier plant items will not be hired on price alone. Annexure G provides a summary of the weighted criteria used to assess tenders.

The outcome of the tender assessment will determine the priority order for hire of individual plant items. However, the hire of plant will be at the absolute discretion of the Executive Manager of Operations to determine the most efficient delivery of the works program.

## 17 Interpretation of the Tender Documents

### Tenderers' Questions

Tenderers in doubt as to the true meaning of any part of the Tender Documents shall prior to submission of their tender contact Council's Principal or Principals representative for clarification.

### Answers to Tenderer's Questions

Council will endeavour to address questions raised by Tenderers during the tender period by notices to all Tenderers. Such notices shall be issued in the form of Addenda of the Tender Documents.

### Modifications to the Tender Documents

Addenda to the tender documents will be issued as required to clarify the documents or the contract terms and conditions.

Tenderers shall acknowledge receipt of each addendum in their tender covering letter.

## 18 Collusive Tendering

Any Tenderer/s deemed to be involved in collusive tendering will be disqualified from tendering.

## 19 Consortia / Aggregation of Suppliers / Sub-Contractors

Any proposal for this Contract which involves use of a consortium, other aggregation of individual Suppliers or use of sub-Contractors must be fully described and documented in the tender lodged.

Failure to fully describe such proposals may affect the rating any tender may receive for Capability and or Capacity in the tender evaluation process.

## 20 Statement of Business Ethics

NPARC's principles of business ethics establish obligations and standards of behaviour for Suppliers and Council officers, in the conduct of the supply of a good or service to Council.

Our principles of business ethics are:

- a) NPARC staff involved in the contracting process should ensure that they are not placed in a position that could leave him/her open to suspicion that he/she is being influenced in the discharge of their duties by other than public considerations.
- b) Staff shall be scrupulously careful in all relations with tenderers and Suppliers, their agents or employees. Staff will not either directly or indirectly solicit or accept any present or remuneration from anyone who could benefit by influencing them.
- c) All persons/companies must conduct the procurement process with honesty and fairness.
- d) Council staff will ensure that all prospective Suppliers are afforded equal opportunity to tender/quote for all goods and services.
- e) Suppliers are not to canvass Councillors or Council staff in respect to gaining an advantage over other Suppliers for the supply of a good or services to Council. Canvassing in any form will automatically preclude a person/company from a tender.
- f) Suppliers are not permitted to undertake any collusion in order to influence the tender process.
- g) Council staff must not by virtue of their position accept or acquire for a personal advantage any gift, gratuities or hospitality except that which is permitted under Council's Code of Conduct or in accordance with the Local Government Act 1993. Council staff are not permitted to approach a Supplier to pay a gift or benefit for receipt of advice.

- h) All parties must conform to all legislative obligations including those required by Trade Practices and Consumer Affairs laws.
- i) Council must not engage in any practice, which gives one party an improper advantage over another.
- j) Officers must try and ensure that parties submitting tenders have not engaged in practices such as collusion on tenders, inflation of prices to compensate unsuccessful tenderers, hidden commissions or any other such secret arrangements.
- k) All Suppliers, sub-contractors and consultants shall be prepared to attest to their probity in relation to issues concerning collusive practices and conflict of interest.
- l) Conditions of tendering must be the same for each tenderer on any project.
- m) Tender documents must specify the Council's requirements clearly and indicate the criteria for evaluation.
- n) The confidentiality of all information provided while tendering must be preserved.
- o) Any person(s) with a conflict of interest must declare that interest as soon as that person(s) know of the conflict of interest.
- p) In order to protect the commercial interests of all persons, there shall be no disclosure of confidential or proprietary information unless specifically approved. Council staffs are only permitted to disclose information during official Council business.

## 21 Non-Mandatory Information Session

A Supplier Information Evening will not be held.

## 22 NPARC Contact Details

All technical questions, notices and communications during the period of tendering shall be addressed to [tenders@nparc.qld.gov.au](mailto:tenders@nparc.qld.gov.au).



## 23 ANNEXURE A – TENDER ADVERTISEMENT

### Register of Pre-qualified Suppliers



Northern Peninsula Area Regional Council (NPARC) is re-opening the tender submissions from businesses and individuals seeking to be placed on Council's Register of Pre-qualified Suppliers for Trade and Plant Machinery Hire Services, including:

#### Supply of Trades Services – Contract No. 2023-03-01

1. Air conditioning	2. Asbestos removal
3. Building general	4. Concreters
5. Cabinet makers	6. Carpenters
7. Carpet cleaners	8. Building Supervisor
9. Cleaning internal / external	10. Cleaning (specialist)
11. Data and communications	12. Doors
13. Electrician-Trade	14. Electrical
15. Electrical testing	16. Emergency generator sets
17. Tree lopping	18. Fencing. Residential and Industrial.
19. Fall restraint systems	20. Fire, life and safety
21. Flooring	22. General Yard Maintenance
23. Glazing	24. HVAC
25. Instrumentation	26. Locksmiths
27. Metal fabrication and welding	28. Painting
29. Paving	30. Pest control
31. Plumbing	32. Pool services
33. Refrigeration	34. Roofing
35. Rollers, doors and shutters	36. Security screens
37. Security systems	38. Sign writers
39. Shade sails and pool covers	40. Tiling
41. Waste removal	42. Waterproofing/sealing
43. Casual labour	44. Automotive Air condition
45. Diesel or Automotive mechanic	46. Freight services

#### Plant Machinery Hire (Civil & Building Works) – Contract No. 2023-03-02

##### Including:

01. Open Body Haulage Trucks	07. Bulldozer
02a. Water Truck – Semi Tanker & Dog	08. Backhoe
02b. Water Truck – 8-Wheeler	09a. Compaction Roller – Steel Drum/Sheepsfoot
02c. Water Truck – 6-Wheeler	09b. Compaction Roller – Pneumatic Tyred
03. Grader	10. Elevating Work Platform
04. Excavator	11. Generators
05. Front End Loader	12. Miscellaneous
06. Low Loader	

Interested companies and individuals may complete a Schedule for one, multiple, or all of the listed categories in the supplier registers and return with the completed Tender Response.

Tenders, suitably endorsed, are invited and will be received via email [tenders@nparc.qld.gov.au](mailto:tenders@nparc.qld.gov.au), until closing Noon, Tuesday 6 June 2023 and will not be opened publicly. The lowest or any Tender will not necessary be accepted. Council may change the Specifications during the tender evaluation period and invite Tenderers to change their Tender.

Tender Specification documents are available to download via Council's website [www.nparc.qld.gov.au/Council](http://www.nparc.qld.gov.au/Council) Information\Tenders and Expressions of Interest. Further information can be obtained by contacting Council's Operations Department via email [tenders@nparc.qld.gov.au](mailto:tenders@nparc.qld.gov.au).

Kate Gallaway  
**CHIEF EXECUTIVE OFFICER**



## 24 ANNEXURE B – NPARC ENGAGEMENT OF CONTRACT PLANT STATEMENT

### 1. General

The NPARC is committed to delivering road and other civil construction and maintenance projects in a safe, cost effective, efficient and quality manner to both the residents of the Shire and to other public users of these infrastructure projects.

In the undertaking of these works, Council often utilises earthmoving plant and associated equipment, which is hired from Suppliers external to the organisation to make up any shortfall which Council cannot resource.

Council hires external Contract plant on an annual basis during the construction season conditional upon Council's Works Program and local weather/flooding conditions for any particular year.

The engagement of plant is performed via an annual tender advertising process. The Council engages Contract plant after a complete appraisal of all tendered plant has been completed by Council's Operations Department and Council's Officers and a report is presented to a Council General Meeting for formal endorsement. Where there is more than one tender accepted for a particular item of plant, Council will select one (or more) Supplier(s) as required from a 'Preferred' pool of accepted Suppliers.

The assessment of tenders is based on the selection criteria outlined in the tender documents.

### 2. Workplace Health and Safety

**Statutory declaration will not be accepted as demonstration of competencies, licences, plant ownership or construction safety induction.**

The NPARC recognises its obligations under the Workplace Health and Safety Act 2011, to provide a safe and healthy working environment for its workers, Suppliers and other persons at the Council workplace.

All Supplier operators and plant engaged by Council must comply with the relevant provisions of the Workplace Health and Safety Act and Regulations, including Council's Workplace Health and Safety Policy, Procedures and Safety Management Plan. The Supplier must make every effort to reduce the risk of injury to themselves and others.

Council's Workplace Health and Safety Coordinator will oversee the implementation of Council's Workplace Health and Safety Policy and Procedures, Safety Management Plan advise on health and safety matters and review all injury and incident reports. This Officer may, at any time during engagement of a Supplier, undertake random audits/inspections of the Supplier's plant, employees or work methods to ensure the Supplier complies with all obligations of the Workplace Health and Safety Act and Regulations.

Where the attention of the Supplier is directed to any activity or omission of the Supplier, which the site supervisor or the Safety Officer considers to be a breach of health and safety procedures, the Supplier shall immediately take all necessary steps to rectify such breach. If the Supplier disagrees with the breach notification, the Supplier may appeal to the Executive Manager of Operations for a review. If still not satisfied with the decision, the Supplier may appeal to the Division Workplace Health and Safety and the Divisions Inspector.

The Supplier must provide evidence that all workers are adequately trained to a level of competency sufficient to ensure their health and safety when at work. Certificates of Competency for the operation for plant shall be held by the worker at all times. Any worker operating plant shall have a current appropriate category Queensland Driver Licence.

Workers operating earthmoving equipment shall have the appropriate licence category for the type of machine they are operating with a UD (undefined vehicle) endorsement on their licence.

All Suppliers must provide evidence of attending a General Safety Induction (Construction Industry), prior to commencing work. This evidence means: a general construction induction card (formerly a blue card) issued to a person completing *CPCCOHS1001 Work safely in the construction industry*.

All workers must carry their evidence of attendance a General Safety Induction (Construction Industry) safety induction (licences and operators' tickets) at all times when working on-site, and may be required to produce construction safety induction evidence on demand. Any worker who is not able to produce such evidence will not be permitted to start/continue work.

### **Site Safety Induction**

All workers will be required to attend a site safety induction, delivered by Council's Workplace Health and Safety Coordinator, prior to commencing work, outlining:

- Workplace Health and Safety obligations as it affects the individual, other site workers, general public and Councils interests and obligations under the act and regulations
- Incident reporting procedures
- Hazards expected to be encountered and the controls which are to be followed to minimise the effect of those hazards
- Any other issues as determined to be relevant by Councils delegated officers of authority or their delegate

The Supplier shall provide, at his/her own expense, all the Personal Protective Equipment (PPE) required, and ensure all workers wear/use safety clothing/equipment as required for the duties being performed. This may include, but is not limited to, high-visibility shirt or vest (or coat in winter), safety sunglasses, insect repellent, sunscreen (or long-sleeved shirt and long trousers), hearing protection, gloves, and safety boots.

All PPE shall be maintained in good condition and comply with applicable Australian Standards.

The Supplier is to ensure that all electrical equipment complies with AS3012 (electrical installations – construction and demolition sites), including:

- Having all portable electrical equipment inspected and tagged every 3 months
- Having all fixed and transportable electrical equipment inspected and tagged every 6 months
- Ensuring extension leads supplying power to relocatable premises do not exceed 15m and are not on ground

NPARC is a NO Alcohol and Drugs Workplace. Suppliers are responsible for ensuring that they and/or their workers are totally free of alcohol and/or drugs at all times at the workplace.

All storage and use of hazardous substances and dangerous goods will be in accordance with the Material Safety Data Sheet (MSDS), including PPE requirements and spill control measures. All hazardous substances will be stored in their original containers with the label intact at all times, or another suitable container appropriately labelled. Food and drink containers will not be used to store hazardous substances.

Tenders are to include a list of hazardous substances to be brought on site, including a copy of the most recent Safety Data Sheet (SDS).

The Supplier will provide evidence that all lifting gear (chains, slings, wire rope, shackles, hooks) to be brought on site are marked with the Safe Work Load and have a current test Certificate.

The Supplier is to ensure regular inspection and maintenance of plant and equipment is carried out. The inspection and maintenance history of each item will be documented and provided prior to commencement on site. Where a relevant Australian Standard is appropriate, e.g. AS-2550 for cranes, the inspection, use and maintenance of the plant will comply as a minimum with the Standard. Where no Australian Standard is provided, the inspection, use and maintenance of the plant will comply with the manufacturer's recommendations, as a minimum.

All hired plant will be inspected for conformance with safety standards and the tender conditions by the Council prior to being engaged. Unsafe plant will be refused and may be re-considered for hire once all necessary modifications and/or repairs have been completed.

All plant shall be operated, driven or transported in accordance with manufacturer's operating instructions, Queensland road rules, any permits issued by Queensland Police or Queensland Transport/Department of Main Roads, and any applicable guidelines (eg. excess mass / dimension) published by Queensland Transport. No item of plant and equipment will be brought on site without a current service/maintenance record or registration (where required).

Tenders shall include a description of all plant to be supplied, registration details and copies of any permits issued by Queensland Police and/or Queensland Transport/Department of Main Roads.

All heavy vehicle owners and operators shall be responsible for compliance with all National Heavy Vehicle Regulator (NHVR) Fatigue Management Regulations including documentation and records.

The Supplier shall ensure that an adequate number and type of fire extinguishers are available and located in the immediate vicinity of any work that may create a fire risk, and that all accommodation facilities and mobile plant are fitted with an appropriate fire extinguisher.

Tenders are to provide evidence that all firefighting equipment to be brought on site have been recently inspected and tested.

Each worker must have access to a suitable first aid kit.

All incidents, near misses and injuries **MUST** be reported to the site supervisor or the Workplace Health & Safety Officer as soon as possible, and an incident report form must be completed following the event. Council will be responsible for reporting serious incidents to Workplace Health and Safety Queensland, the Police and any other relevant authority. All minor incidents will be investigated by the site supervisor. Serious incidents will be investigated by Council's Workplace Health & Safety Coordinator.

Tenderers are to include a list of any current first aid certificates.

### 3. Plant/Equipment Requirements

The Supplier's plant and other equipment shall be maintained in good working order and in a safe operating condition and must be suitable for work in isolated areas.

The Council Engineer or Engineers Representative (Works Manager or Supervisor) will determine the best fit plant for the task at hand and will select accordingly. Council reserves the right to refuse any plant item whether non-conforming or plant that is deemed inefficient in its delivery of the works at any time during the Contract period. The Engineer may consider re-hiring the plant if the Supplier can demonstrate that, procedures/modifications have been changed/made (at no cost to Council) and the plant will perform satisfactorily. Under no circumstances is Council obliged to re-hire plant.

The plant nominated in the tender submission SHALL be the plant offered to Council if the Tender is successful.

The Tenderer may submit a tender for any other proposed items of plant the tenderer may wish to include for hire in the proposed tender hire period.

Should the plant be unavailable due to repair or maintenance, Council may appoint a separate tenderer from the preferred pool. The first tenderer may not necessarily regain the opportunity to recommence their role previously undertaken.

Should the plant be unavailable due to repair or maintenance, Council is not obliged to accept a second, more expensive but similar item of plant from the first tenderer.

The Engineer or Engineers Representative may require the Tenderer to supply the second item of plant at the rate of the first item of plant. In making this determination, the Engineer or Engineers Representative shall have regard to the nature of the repairs or maintenance, the rates and availability offered by other Tenderers in the preferred pool and the applicable period. The Engineer or Engineers Representative may request documentation confirming the nature of the repairs or maintenance.

Council should not be penalised by Tenderers whose equipment requires repairs or maintenance for extended periods.

#### **4. Operator Requirements**

The Supplier's operator shall be experienced in the operation of the plant for the scope of works and certified by the appropriate authorities if required. The operator shall be capable of undertaking the routine maintenance regimes of the plan and be able to perform minor repair works on-site. The operator shall also be capable of undertaking the daily safety checks on the plant as required by the Workplace Health and Safety Act.

The Supplier shall be prepared to offer his/her operator's time to participate in any training workshops, presentations Council may organise during the period of engagement. Council would require participation at no cost to the Council.

If, in the opinion of the Engineer or Engineers Representative, an operator is not performing his work satisfactorily or productively then he shall be replaced immediately by the Supplier (Owner) at no additional cost to the NPARC. Should the Supplier fail to replace the operator with a satisfactory productive operator within 24 hours of the given instruction for replacement, then the Council has the right to terminate the Contract forthwith and the Supplier's return transport charge will be forfeited.

The Supplier shall at all times when employed on or about the works obey any legal instruction issued by the Engineer or Engineers Representative. Failure to do so may be considered a breach of the Contract and may result in termination of the Contract without further notice.

All Suppliers and operators are required to operate under Safe Work Australia Guidelines for Managing Fatigue at Work.

Copies of all necessary plant operator certificates must be presented at time of tender.

#### **5. Camping Facilities**

If required, the Supplier must supply his/her own camp and be self-sufficient as a condition of engagement. Where the Council engages more than one item of plant from the Supplier, he/she must supply a self-sufficient camp for each item of plant being supplied to the Council. Council will not entertain requests from Suppliers supplying more than one item of plant to place the same plant on the one job site.

The Supplier will be required to relocate his camp within the job site as work proceeds and will be paid at the Scheduled transfer rate. The Supplier shall endeavour to be capable of relocating in 'one move' providing the move can be done in compliance with the WPH&S Act and Regulations and the Transport Act of Queensland.

In many instances camping facilities are not be required, for example at worksites that are in close proximity to towns. The Workplace Health and Safety Coordinator in conjunction with the Engineer or Engineers Representative will determine such need for camping.

## **6. Tender Opening**

Tenders will be opened privately. Information will be available to the public regarding names of tenderers and item tendered. No other information will be made available. Council will determine whether a Tender is conforming or non-conforming and whether it is accepted or refused, during the evaluation period.

## **7. Selection Criteria and Engagement Processes**

Suppliers will not be hired on price alone. The assessment of tenders is based on the selection criteria outlined in the tender documents.

Once the evaluation process has been finalised, a 'Preferred' and 'Non Preferred' pool will be presented to Council for endorsement. The 'Preferred' pool will not be in any particular order of preference. Suppliers will be engaged from the 'Preferred' pool adopted by Council. There will be no other information (eg. price, legal carrying capacity, etc.) regarding tender submissions that will be made available to the public.

Once the seasonal program of works is prepared, Council will determine, after consulting the 'Preferred' pool, which of the Suppliers will be hired, and on which projects. The Engineer or Engineers Representative (Works Manager or Supervisor) will allocate the plant to particular projects. The hire of a Supplier will be based on an assessment of the Supplier's ability to provide the services required.

Suppliers should be clear that the decision to place a Supplier on a particular project will be determined by the Officers of the Council. The Supplier is not to assume that his/her listing in the 'Preferred' pool guaranteed for the entire Contract period or any particular job.

The Council's decision on accepted tenderers will be final. The Council or its Officers will not enter into any discussion with the successful or unsuccessful tenderers regarding the 'Preferred' pool.

The 'Preferred' pool will be formatted around the item of plant and the operator proposed. Tenderers proposing more than one item of plant of the same nature shall not assume that they will be placed together.

In addition, Council will conduct ongoing assessments of the Supplier's performance in respect to WH&S, Quality and Environmental performance. The preferred pool may be reviewed at any stage, should the Supplier's performance, plant or other assessment factors vary from the initial assessment made.

Council is not bound to hire only from the database and may invite separate quotations or tenders for specific works.

## **8. Complaints Procedure**

In relation to work scope and Supplier/Council relationships, any complaints post tender and during the construction season are to be formally submitted to the Chief Executive Officer in writing, clearly detailing the nature of the complaint and supporting statements. No verbal complaint to any of the Councillors or Officers of the Council will be acknowledged or acted upon. Any unfounded non-written accusations may result in the Contract being terminated.

If the Supplier does not follow the correct complaints procedure then he/she is liable to have his/her engagement terminated or at least have his/her rating reduced at the subsequent review meeting.

**Chief Executive Officer**



## 25 ANNEXURE C – GENERAL CONDITIONS OF CONTRACT

1. The Contract shall be for a Schedule of Rates unless otherwise stated.
2. The Supplier shall commence and complete the works in accordance with the items herein before stated and shall observe and comply with the provisions of all such acts, ordinances, regulations, by-laws, orders and rules and all requirements of any authority for the time being in force in the place where the works are to be executed and during the currency of the Contract shall bear the whole risk thereof until the works have been completed to the satisfaction of the Principal.
3. All materials and workmanship shall be of the respective kinds described in the NPARC Specifications and/or drawings or if not fully described shall be in accordance with recognised standards. If NPARC is of the opinion that any materials or work, whether fixed or not, are not satisfactory or detects any defects during the maintenance period, it may direct removal or correction at the Supplier's expense.
4. NPARC shall have the full power to increase or decrease the extent of the work specified or to require the substitution of alternative materials or classes of work from those specified. The necessary adjustment (if any) to be made to the Contract price as a result of any such variation shall be determined by agreement between NPARC and the Supplier, or, in the absence of such agreement, by NPARC.
5. The Supplier shall make good at his own cost all services, fencing, roads, footpaths and surfaces generally which may be damaged or disturbed by the cartage of other operations of the Supplier. The Supplier must leave the site of the works and areas adjacent thereto in as good a state of repair as they were in when he commenced the works, and, as directed by NPARC from time to time during the currency of the Contract, remove from the site all rubbish, debris and waste resulting from his activities.
6. If the Supplier fails to commence the works within the period specified, or if no such period is specified, within seven (7) days of the date of the order, or fails to carry out the works at a rate of progress satisfactory to NPARC, or neglects or omits to carry out any instruction of NPARC in respect of the work or fails to complete the whole of the works within the period specified for completion in accordance with these conditions or such extended time as NPARC may approve, or intimates that he is unwilling or unable to complete the works, or is otherwise in breach of the Contract, NPARC may by notice in writing either:
  - i. terminate the Contract whereupon all sums of money which may remain in the hands of NPARC together with all materials on or about the site which are the property of the Supplier and have been provided by him for the purpose of carrying out the works may be forfeited to NPARC and on being so forfeited shall become vested in; or
  - ii. become payable to NPARC; or
  - iii. take over the works.
7. Should NPARC take over the works then all losses, costs, charges and expenses incurred or sustained by NPARC in completing the works will be deemed to be a debt to NPARC by the Supplier and will be deducted from any monies that may then or may thereafter become due to the Supplier and if the monies then or thereafter becoming due to the Supplier be less than the amount so deductible the amount for the deficiency shall be a debt due by the Supplier to NPARC.
8. The Supplier shall not without the written approval of NPARC assign the Contract, or assign, mortgage, charge or encumber any of the monies payable under the Contract or any other benefit whatsoever arising under this Contract.

Should NPARC agree to assign the Contract, the Engineer or Engineers Representative will re-assess the tender in order to finalise the tenderers priority in the preference pool.


9. If the Supplier:

- i. being a person, commits an act of bankruptcy or has presented against him a petition in bankruptcy or a sequestration order is made against him or he enters into any scheme of arrangement or any composition with his creditors or executes as a debtor a deed or arrangement or a deed of assignment, or
- ii. being a company, takes or has taken or instituted against it any action or proceeding whether voluntary or compulsory which has as an object or may result in the winding up by members for the purpose of reconstruction or amalgamation or is placed under official management or enters into a compromise or other arrangement with its creditors or a Receiver or Receiver and Manager is appointed to carry on its business for the benefit of its creditors or any of them,

NPARC may exercise the power conferred on it by sub paragraph (i) or (ii) of clause 6 as it may elect.

10. Any direction, requirement, determination or opinion given by NPARC pursuant to these conditions shall be final and binding upon the Supplier.
11. The Supplier shall ensure that all persons employed on the works whether employees of the Supplier or a sub-contractor are paid at the rates which are not less than those fixed by any relevant award, agreement, determination, judgement or order of any competent court, board, commission or other industrial tribunal and are employed under the conditions prescribed in any such award, agreement, determination, judgement or order.
12. The Supplier warrants that neither it nor any of its employees shall by virtue of this Contract be deemed to be in the employment of NPARC for any purpose whatsoever.
13. The Supplier shall effect workers' compensation insurance for any person employed in respect of this Contract and shall produce to NPARC, evidence of the currency of any such policy.
14. If the Supplier is a natural person (owner / operator), the Supplier shall maintain adequate accident and sickness insurance to the satisfaction of NPARC and shall produce to NPARC, evidence of the currency of any such policy.
15. Any notice in writing by NPARC shall, when posted in a prepaid letter addressed to the Supplier at his usual or last known address be deemed to have been duly received at the time at which the ordinary course of post would have reached that address.
16. The Supplier shall keep NPARC indemnified against any action, claim, suit or demand for personal injury or death of any person or for injury or damage to property arising from or in any way connected with the carrying out of the works. The Supplier shall carry public liability insurance to the value of \$10,000,000.00 and shall provide NPARC, evidence of the currency of any such policy.

## 26 ANNEXURE D – WORKPLACE HEALTH AND SAFETY POLICY STATEMENT



NORTHERN PENINSULA AREA REGIONAL COUNCIL

*Workplace Health & Safety*

**WH&S POLICY STATEMENT**

Authorised by:  
Chief Executive  
Officer

---

Northern Peninsula Area Regional Council is committed to providing a safe and healthy working environment for our employees and for contractors and visitors to the workplace.

By adopting and promoting the provisions of the *Work Health and Safety Act 2011* and its associated Regulation, Codes and Standards, together with significant importance placed in the areas of hazard/risk management and injury prevention strategies, will achieve out WH&S objectives.

Council understand that creating and maintaining a safe and healthy working environment is a major part of our overall responsibilities, and that all employees with management or supervisory responsibilities are accountable for the health and safety of employees and visitors in their respective work areas.

In conjunction with this policy, the development of a Safety Management System which includes individual Safe Work Procedures, guidelines and standards will be prepared in consultation with relevant employees and issued.

All employees, contractors and visitors to our workplaces are required to follow safe work practices as prescribed under the legislation and in our Policies and Safe Work Procedures, and that they make every effort to reduce the risk of injury to themselves and others.

Council will provide adequate resources to manage and maintain health and safety together with regular training on workplace health and safety, and expect our employees to attend. Employee training is considered to be mandatory.

Work Health and Safety is important and we encourage you to actively participate so that we may achieve this goal.

As Council employees we are all committed to zero harm in the way we conduct our business and Council activities.

Council will endeavour to ensure that persons are free from:

- death, injury or illness caused by the workplace, relevant workplace area, work activities, or plant or substances for use at work; and
- the risk of death, injury or illness caused by the workplace, relevant workplace area, work activities, or plant or substances for use at work.

Employees will take reasonable steps to ensure their own safety, health and welfare in the workplace.

Employees also have a duty of care to both fellow employees and members of the public. As an employee you have the following obligations at the workplace:

- to comply with the instructions given for workplace health and safety at the workplace by Council;
- to use personal protective equipment provided by Council for your use if you have been properly instructed in its use;

Date of issue  
31/10/2018

Version 2

Review Date  
31/10/2020



- not to wilfully or recklessly interfere with or misuse anything provided for workplace health and safety at the workplace;
- not to wilfully place at risk the workplace health and safety of any person at the workplace;
- not to wilfully injure yourself

Employees also have a duty to:

- identify hazards and manage risks to health and safety;
- perform all work safely and follow safe work practices;
- report any incidents or hazards immediately and support investigations;
- take corrective action to 'make safe' the workplace, relevant workplace area or work activities and implement improvements;
- participate in rehabilitation and return to work programs if required.

Employees must keep the workplace drug and alcohol free if we are to maintain the trust and confidence of the broader public, and ensure the health and safety of all employees. The use of drugs or alcohol can adversely affect productivity, attendance and on-the-job safety.

**As such you must not:**

- use, possess or be impaired by the effects of illegal drugs whilst on duty;
- come to work impaired by the effects of alcohol or drugs;
- consume alcohol while on duty or in the workplace other than strictly in accordance with Council Drug and Alcohol Policy;
- gamble or bet on Council premises (except for authorised sweeps and tipping competitions);
- undermine Council's service to customers by leaving your work station/location in order to smoke;
- smoke anywhere within Council's buildings, in Council vehicles, in any enclosed spaces whilst on site or within 4m of any part of an entrance to an enclosed place.

Workplace Health and Safety is important and we all have an obligation to ensure that we have a safe and healthy working environment and we encourage you to actively participate so that we may achieve this goal.

Signature: 

Date: 05/01/2019

CEO Northern Peninsula Area Regional Council

## 27 ANNEXURE E – CONDITIONS OF TENDERING

1. The Tenderer is required to fill in the details of his/her Tender in the spaces provided on the attached Tender forms. Tenderers should supply prices inclusive of the Goods and Services Tax as per the Schedule of Rates.
2. The Tenderer is also to respond to the NPARC Tenders WH&S Systems Questionnaire and provide supporting documentation as required to submit with Tenderers response to Tender.
3. The General Conditions and Drawings (if any) shall be returned intact with the Tender Form and Schedules filled in, signed, addressed and endorsed with the reference number and/or clear description of the Tender for which the offer is made, as directed in the 'Advertisement of Tenders' and shall be received via email on or before the time and date stated in the 'Advertisement of Tender'. No Tender shall be submitted after the nominated closing time.
4. The NPARC shall not be bound to accept the lowest or any Tender. Council may change the Specifications during the tender evaluation period and invite Tenderers to change their Tender.
5. Council reserves the right to accept or refuse non-conforming Tenders. Council also reserves the right to accept or refuse plant that is non-conforming in any way, after the awarding of Tenders.
6. Tenders containing provisions for penalty payments to be made in the event of work being delayed will not be accepted and treated as non-conforming tenders.
7. The Council will not be responsible for, or pay for expenses or losses which, may be incurred by any Tenderer in the preparation of their Tender.
8. The Tenderer shall be satisfied as to the correctness of his/her Tender and sufficiency of the tender for the works, and that the price covers the cost of complying with all obligations under the Contract and all matters and things necessary for the due and proper performance and completion of the Contract.
9. Notice of acceptance of a Tender shall be given in writing. On receiving notification from the Council that the Tender is accepted, the Tenderer shall, whenever required by the notice in writing from the Council so to do, execute a Contract Agreement in form annexed hereto.
10. Any documents submitted as part of or comprising the Tender, will remain or become the property of the NPARC.
11. Canvassing of Councillors or Officers of the NPARC in relation to this Tender at any time prior to the awarding of a Contract will automatically disqualify the tenderer from consideration.
12. Every notice to be given to a Tenderer will be posted to the Tenderer's address given in the Tender, and such posting shall be deemed good service of such notice, and the time mentioned in the Specification for doing any act after notice shall be reckoned from the time of posting.

## 28 ANNEXURE F – SAMPLE TAX INVOICE

### SAMPLE TAX INVOICE

<p>[your Company Name]</p> <p>[your ABN]</p> <p>[your Street Address]</p> <p><b>Bill To:</b></p> <p>Accounts Payable NPARC PO Box 200 Bamaga QLD 4876</p>	<p><b>TAX INVOICE</b></p> <p>DATE:</p> <p>INVOICE # [100]</p> <p><b>For:</b></p> <p>[Project or service description]</p>
---	--

Description	Hours	Rate	Amount
NPARC Daily Operator Checklist and Report Sheet No:			
<b>GST</b>			
<b>TOTAL (incl GST)</b>			

## 29 ANNEXURE G – PLANT TENDER ASSESSMENT CRITERIA

### ASSESSMENT CRITERIA

#### **Price Criteria:**

- a. Unit Price – 40%

#### **Non-Price Criteria:**

- a. Past Performance – 30%
- b. Capability to Deliver / Plant Capacity / Productivity – 20%
- c. Enhancement of the capability of local business and industry – 10%  
*(local means that the business has been operating locally for a minimum of 12 months and resides within the Council boundary)*

#### **Non-conformance – not considered**

A late tender is considered non-conforming and will not be considered in the assessment procedure.

### MEANING

In effect the above criteria shall mean:

#### Unit price

The numerical rate submitted on the tender schedule.

#### Plant Capacity / Productivity

The rated capacity and productivity of the plant items in relation to age, model and make.

#### Local business and industry

For this purpose, a tender or quotation is evaluated using selection criteria;

- a) Local preference selection criteria will be utilised in the evaluation process, and where other price, and non-price criteria and other selection criteria are evaluated to be equal, then;
  1. Council may accept a tender submission or offer from a local supplier in preference to a comparable tender submission or offer from a non-local supplier even if the tender submission or offer from the non-local supplier has been assessed as more favourable in terms of one or more of the assessment criteria applied (including, but not limited to, price), so long as the overall differences are not substantial, and so long as it is clear that the selected local supplier can meet Council's requirements at an acceptably high standard which is generally comparable to that of other offers.
  2. Local preference is not simply a 10% price benefit to a local supplier, eg where their price is 10% higher than a competitor's price, but rather a quantitative measurement that can be utilised in recognition of location of supplier and the associated benefits that this provide to Council, such as:
    - creation of local employment opportunities
    - more readily available servicing support
    - more convenient communication for contract management
    - economic growth within the local area
    - benefit to Council of associated local commercial transactions

A “*local supplier/business*” is a supplier which:

- a) Is beneficially owned by persons who are residents of the local government area of Council; or
- b) Has its principal place of business within the Local Government area of Council; or
- c) Otherwise has a place of business within the Local Government area of Council which solely or primarily employs persons who are residents or rate payers of the Local Government area of Council.

Whenever possible, Council Officers will endeavour to engage suppliers within their operating/maintenance district of Council utilising this principle of contracting.

A “*non-local supplier/business*” is a supplier which is not a local supplier.

#### Conformance Documentation

Unconditional compliance with:

1. Conditions of Contract and completion of details required in specification
2. Administrative procedures to maintain accurate and provide timely plant documentation
3. Workplace Health and Safety compliance

#### Plant Performance History i.e. Operator Productivity, Reliability and Plant Maintenance

Tender assessment committee’s assessment of previous performance of the management of the supplied plant item with regard to achieving delivery of the project. In particular, but not limited to:

- operator competency; and
- demonstrated compliance with WH&S legislations and regulations; and
- ability to maintain operation of the plant item at maximum productivity; and
- Attend to timely maintenance of the plant item; and
- Undertake breakdown repairs without project delay; and
- Provide and maintain accurate plant operation records and documentation.

### **30 ANNEXURE H – SCHEDULED PLANT TENDER FORMS**

01. Open Body Haulage Trucks including Road Train – Side Tippers
- 02a. Water Truck – Semi Tanker/Truck & Dog Combo (25,000 - 30,000L)
- 02b. Water Truck – 8-Wheeler (16,000 - 18,000L)
- 02c. Water Truck – 6-Wheeler (10,000 – 12,000L)
03. Grader
04. Excavator
05. Front End Loader
06. Low Loader
07. Bulldozer
08. Backhoe
- 09a. Compaction Roller – Steel Drum and/or Sheepfoot
- 09b. Compaction Roller – Pneumatic Tyred
10. Elevating Work Platform
11. Generators
12. Miscellaneous

**FORM OF TENDER FOR SCHEDULE OF RATES TENDER****Tender 2023-03-02****01. Open Body Haulage Trucks including Road Train - Side Tippers**

Description of Plant	Prime Mover	Trailer 1	Trailer 2	Trailer 3
Registration Number	Exp Date: .....	Exp Date: .....	Exp Date: .....	Exp Date: .....
Make and Model				
Axle Configuration				
GVM				
GCM				
Body Capacity(M3)				
(Please Attach) Certificate of Inspection	Y/N	Y/N	Y/N	Y/N
Truck Hire as specified. The Contractor shall undertake all servicing and maintenance and supply, fuel, oils and greases required for servicing and maintenance for his/her tendered item of plant. The Contractor shall also supply accommodation for his/her operators and employees. Establishment and disestablishment costs will not be paid and must be included in unit rates.				
Hourly Operating Rate Triple Road Train – Side Tipper	\$ ..... /HR			

\*\*\*Current Machinery Certificate No and Inspection Date (must be current within the last six months)

Location of Base .....

Available Operators (Please Print Full First Name and Full Surname)

Licence to Operate?

WHS White Card

1 .....

Y N

Y N

2 .....

Y N

Y N

3 .....

Y N

Y N

CONTRACTORS SIGNATURE.....

DATE.....

**FORM OF TENDER FOR SCHEDULE OF RATES TENDER****Tender 2023-03-02****02a. Water Truck – Semi Tanker/Truck & Dog Combo (25,000 – 30,000L)**

	Body Truck / Prime Mover	Dog Trailer / Trailer 1
Registration and Expiry Date		
Make and Model		
Axle Configuration		
GVM		
GCM		
Tare Weight including tank		
Tank Capacity – litres legal load		
Age and condition – including odometer		
Please attach Certificate of Inspection	Y/N	Y/N
Water Truck Hire as specified. The Contractor shall undertake all servicing and maintenance and supply, fuel, oils and greases required for servicing and maintenance for his/her tendered item of plant. The Contractor shall also supply accommodation for his/her operators and employees. Establishment and disestablishment costs will not be paid and must be included in unit rates.		
Hourly Operating Rate	\$ ..... /HR	
Hourly Operating Rate (Haulage over 60km from water source)	\$ ..... /HR	

Available Operators (Please Print Full First Name and Full Surname)

Licence to Operate?

WHS White Card

1 .....

Y N

Y N

2 .....

Y N

Y N

3 .....

Y N

Y N

CONTRACTORS SIGNATURE.....

DATE.....



# **FORM OF TENDER FOR SCHEDULE OF RATES TENDER**

**Tender 2023-03-02**

## **02b. Water Truck – 8-Wheeler (16,000 – 18,000L)**

	8-Wheeler
Registration and Expiry Date	
Make and Model	
Axle Configuration	
GVM	
GCM	
Tare Weight including tank	
Tank Capacity – litres legal load	
Age and condition – including odometer	
Please attach Certificate of Inspection	Y/N
Water Truck Hire as specified. The Contractor shall undertake all servicing and maintenance and supply, fuel, oils and greases required for servicing and maintenance for his/her tendered item of plant. The Contractor shall also supply accommodation for his/her operators and employees. Establishment and disestablishment costs will not be paid and must be included in unit rates.	
Hourly Operating Rate	\$ ..... /HR
Hourly Operating Rate (Haulage over 60km from water source)	\$ ..... /HR

Available Operators (Please Print Full First Name and Full Surname)

Licence to Operate?

WHS White Card

1 .....

Y N

Y N

2 .....

Y N

Y N

3 .....

Y N

Y N

CONTRACTORS SIGNATURE.....

DATE.....

**FORM OF TENDER FOR SCHEDULE OF RATES TENDER****Tender 2023-03-02****02c. Water Truck – 6-Wheeler (10,000 – 12,000L)**

	6-Wheeler
Registration and Expiry Date	
Make and Model	
Axle Configuration	
GVM	
GCM	
Tare Weight including tank	
Tank Capacity – litres legal load	
Age and condition – including odometer	
Please attach Certificate of Inspection	Y/N
Water Truck Hire as specified. The Contractor shall undertake all servicing and maintenance and supply, fuel, oils and greases required for servicing and maintenance for his/her tendered item of plant. The Contractor shall also supply accommodation for his/her operators and employees. Establishment and disestablishment costs will not be paid and must be included in unit rates.	
Hourly Operating Rate	\$ ..... /HR
Hourly Operating Rate (Haulage over 60km from water source)	\$ ..... /HR

Available Operators (Please Print Full First Name and Full Surname)

Licence to Operate?

WHS White Card

1 .....

Y N

Y N

2 .....

Y N

Y N

3 .....

Y N

Y N

CONTRACTORS SIGNATURE.....

DATE.....

## FORM OF TENDER FOR SCHEDULE OF RATES TENDER

### Tender 2023-03-02

#### 03. Grader

Description of Plant	
Make	
Model	
Year Manufacture and Hour Meter Reading	
Blade width	
Plant identification number	
Capacity - other/attachments to be supplied by the owner	
Engine Capacity	KW: ..... HP: .....
Grader Hire as specified with Operator. The Contractor shall undertake all servicing and maintenance and supply, fuel, oils and greases and ground engaging tools required for servicing and maintenance for his/her operators and employees. The contractor shall also supply accommodation for his/her operators and employees. Establishment and disestablishment costs will not be paid and must be included in unit rates.	
Hire Rate – Maintenance / Flood Damage	\$ ..... /HR
Hire Rate - Final Trim Construction	\$ ..... /HR

Available Operators (Please Print Full First Name and Full Surname)

Licence to Operate?

WHS White Card

1 .....

Y N

Y N

2 .....

Y N

Y N

3 .....

Y N

Y N

CONTRACTORS SIGNATURE.....

DATE.....

**FORM OF TENDER FOR SCHEDULE OF RATES TENDER****Tender 2023-03-02****04. Excavator**

Description of Plant	
Make	
Model	
Year Manufacture and Odometer Reading / Hour Reading	
Plant Identification Number	
Capacity Weight	
Any details – special attachments to be supplied by the owner	
Excavator Hire as specified with Operator. The Contractor shall undertake all servicing and maintenance and supply, fuel, oils and greases and ground engaging tools as required for servicing and maintenance for his/her operators and employees. Establishment and disestablishment costs will not be paid and must be included in unit rates.	
Hire Rate	\$ ..... /HR

Available Operators (Please Print Full First Name and Full Surname)

Licence to Operate?

WHS White Card

1 .....

Y N

Y N

2 .....

Y N

Y N

3 .....

Y N

Y N

CONTRACTORS SIGNATURE.....

DATE.....

**FORM OF TENDER FOR SCHEDULE OF RATES TENDER****Tender 2023-03-02****05 - Front End Loader**

Description of Plant	
Make	
Model	
Year Manufacture and Hour Reading	
Plant Identification Number	
Capacity Weight	
Fuel Type	
Any details – special attachments to be supplied by the owner	
Front End Loader Hire as specified with Operator. The Contractor shall undertake all servicing and maintenance and supply, fuel, oils and greases and ground engaging tools required for servicing and maintenance for his/her operators and employees. Establishment and disestablishment costs will not be paid and must be included in unit rates.	
Hire Rate	\$ ..... /HR

Available Operators (Please Print Full First Name and Full Surname)

Licence to Operate?

WHS White Card

1 .....

Y N

Y N

2 .....

Y N

Y N

3 .....

Y N

Y N

CONTRACTORS SIGNATURE.....

DATE.....

**FORM OF TENDER FOR SCHEDULE OF RATES TENDER****Tender 2023-03-02****06. Low Loader**

Description of Plant	
Make	
Model	
Year Manufacture and Hour Meter Reading or Kilometres	
Plant Identification Number	
Capacity Weight	
Any details – special attachments to be supplied by the owner	
Low Loader Hire as specified with Operator. The Contractor shall undertake all servicing and maintenance and supply, fuel, oils and greases required for servicing and maintenance for his/her operators and employees. Establishment and disestablishment costs will not be paid and must be included in unit rates.	
Hire Rate	\$ ..... /HR

Available Operators (Please Print Full First Name and Full Surname)

Licence to Operate?

WHS White Card

1 .....

Y N

Y N

2 .....

Y N

Y N

3 .....

Y N

Y N

CONTRACTORS SIGNATURE.....

DATE.....

**FORM OF TENDER FOR SCHEDULE OF RATES TENDER****Tender 2023-03-02****07. Bulldozer**

Description of Plant		
Make		
Model		
Year Manufacture and Hour Meter Reading		
Plant Identification Number		
Capacity Weight and Engine HP/KW		
Fuel Type		
Bulldozer Hire as specified. The Contractor shall undertake all servicing and maintenance and supply, fuel, oils and greases and ground engaging tools required for servicing and maintenance for his/her operators and employees. Establishment and disestablishment costs will not be paid and must be included in unit rates.		
Hire Rate – individual prices will be requested per job	Rate for 20,000 cum stockpiling \$ / m <sup>3</sup>	Clearing & Grubbing \$ /HR

Available Operators (Please Print Full First Name and Full Surname)

Licence to Operate?

WHS White Card

1 .....

Y N

Y N

2 .....

Y N

Y N

3 .....

Y N

Y N

CONTRACTORS SIGNATURE.....

DATE.....

**FORM OF TENDER FOR SCHEDULE OF RATES TENDER****Tender 2023-03-02****08. Backhoe**

Description of Plant	
Make	
Model	
Year Manufacture and Hour Reading	
Plant Identification Number	
Capacity Weight	
Fuel Type	
Other details (any special attachments etc to be supplied by the owner)	
Backhoe Hire as specified with Operator. The Contractor shall undertake all servicing and maintenance and supply, fuel, oils and greases and ground engaging tools required for servicing and maintenance for his/her tendered plant. Establishment and disestablishment costs will not be paid and must be included in unit rates.	
Hire Rate	\$ ..... /HR

Available Operators (Please Print Full First Name and Full Surname)

Licence to Operate?

WHS White Card

1 .....

Y N

Y N

2 .....

Y N

Y N

3 .....

Y N

Y N

CONTRACTORS SIGNATURE.....

DATE.....



**FORM OF TENDER FOR SCHEDULE OF RATES TENDER****Tender 2023-03-02****09a. Compaction Roller – Steel Drum and/or Sheepsfoot**

Description of Plant	
Make	
Model	
Year Manufacture and Hour Reading/ Hour Reading	
Plant identification Number	
Capacity Weight	
Fuel Type	
Any attachments etc to be supplied by the owner	
Compaction of all earthworks and pavement materials - the Contractor shall undertake all the servicing and maintenance and supply, fuel oils and greases required for servicing and maintenance for his/her tendered items of plant. Establishment and disestablishment costs will not be paid and must be included in unit rates.	
Hire Rate	\$ ..... /HR

Available Operators (Please Print Full First Name and Full Surname)

Licence to Operate?

WHS White Card

1 .....

Y N

Y N

2 .....

Y N

Y N

3 .....

Y N

Y N

CONTRACTORS SIGNATURE.....

DATE.....

**FORM OF TENDER FOR SCHEDULE OF RATES TENDER****Tender 2023-03-02****09b. Compaction Roller – Pneumatic Tyred**

Description of Plant	
Make	
Model	
Year Manufacture and Hour Reading/ Hour Reading	
Plant identification Number	
Capacity Weight	
Fuel Type	
Any attachments etc to be supplied by the owner	
Compaction of all earthworks and pavement materials - the Contractor shall undertake all the servicing and maintenance and supply, fuel oils and greases required for servicing and maintenance for his/her tendered items of plant. Establishment and disestablishment costs will not be paid and must be included in unit rates.	
Hire Rate	\$ ..... /HR

Available Operators (Please Print Full First Name and Full Surname)

Licence to Operate?

WHS White Card

1 .....

Y N

Y N

2 .....

Y N

Y N

3 .....

Y N

Y N

CONTRACTORS SIGNATURE.....

DATE.....

**FORM OF TENDER FOR SCHEDULE OF RATES TENDER****Tender 2023-03-02****10. Elevating Work Platform**

Description of Plant	
Make	
Model	
Year Manufacture and Hour Reading	
Plant Identification Number	
Weight Capacity	
Maximum Working Height	
Other details (any special attachments etc to be supplied by the owner)	
The Contractor shall undertake all the servicing and maintenance and supply, fuel oils and greases required for servicing and maintenance for his/her tendered items of plant. Establishment and disestablishment costs will not be paid and must be included in unit rates.	
Hire Rate	\$ ..... /HR

Available Operators (Please Print Full First Name and Full Surname)

Licence to Operate?

WHS White Card

1 .....

Y N

Y N

2 .....

Y N

Y N

3 .....

Y N

Y N

CONTRACTORS SIGNATURE.....

DATE.....

## FORM OF TENDER FOR SCHEDULE OF RATES TENDER

### Tender 2023-03-02

#### 11. Generators

Description of Plant	
Make	
Model	
Year Manufacture and Hour Reading	
Plant Identification Number	
Output Ratings	Prime: ..... Standby: .....
Fuel Tank Capacity	
Fuel Consumption (per hour)	Prime: ..... Standby: .....
Other details (any special attachments etc to be supplied by the owner)	
<p>The Contractor shall undertake all the servicing and maintenance and supply, fuel oils and greases required for servicing and maintenance for his/her tendered items of plant. Establishment and disestablishment costs will not be paid and must be included in unit rates.</p>	
Hire Rate	\$ ..... /HR

Available Operators (Please Print Full First Name and Full Surname)

Licence to Operate?

WHS White Card

1 .....

Y N

Y N

2 .....

Y N

Y N

3 .....

Y N

Y N

CONTRACTORS SIGNATURE.....

DATE.....

## FORM OF TENDER FOR SCHEDULE OF RATES TENDER

**Tender 2023-03-02**

### 12. Miscellaneous Plant Hire

Description of Plant	
Make	
Model	
Year Manufacture and Hour Reading	
Plant Identification Number	
Capacity	
Other details (any special attachments etc to be supplied by the owner)	
Miscellaneous Plant Hire as specified. The Contractor shall undertake all servicing and maintenance and supply, fuel, oils and greases required for servicing and maintenance for his/her tendered item of plant. The contractor shall supply accommodation for his/her operators and employees. Establishment and disestablishment costs will not be paid and must be included in unit rates.	
Hire Rate	\$ ..... /HR

Available Operators (Please Print Full First Name and Full Surname)

Licence to Operate?

WHS White Card

1 .....

Y N

Y N

2 .....

Y N

Y N

3 .....

Y N

Y N

CONTRACTORS SIGNATURE.....

DATE.....

## CONTRACTOR DETAILS:

*Please circle one only*

Individual

Trust

Partnership

Authority

Company

Other

Name:			
Business Street Address:			
Business Postal Address (for payment of accounts):			
Contact Phone Number/Mobile:			
Fax Number:	Are you registered for GST?		Yes      No
Australian Business Number (ABN):			

### CONTRACTOR INSURANCE DETAILS

		Policy Number	Expiry Date	Amount
Comprehensive Insurance	Yes / No			
Work Cover Insurance	Yes / No			
Public Liability Insurance*	Yes / No			

\*Council requires a minimum Public Liability Insurance of \$10 million

I have read the document and this offer is submitted in accordance with the conditions therein.

CONTRACTORS SIGNATURE .....

DATE .....

WITNESS SIGNATURE .....

DATE .....

### 31 ANNEXURE I – WH&S SYSTEMS QUESTIONNAIRE

		YES	NO
<b>1</b>	<b>WH&amp;S Policy and Management</b>		
1.1	Is there a written company WH&S policy? <i>If Yes, provide a copy of WH&amp;S policy</i> <u>Comments:</u> .....	<input type="checkbox"/>	<input type="checkbox"/>
1.2	Does the company have a WH&S Management System? <i>If Yes, provide or attach details</i> ..... .....	<input type="checkbox"/>	<input type="checkbox"/>
1.3	Is there a company WH&S Management System Manual or plan? <i>If Yes, provide a copy of contents page(s)</i> <u>Comments:</u> .....	<input type="checkbox"/>	<input type="checkbox"/>
1.4	Are WH&S responsibilities clearly identified for all levels of staff? <i>If Yes, provide or attach details</i> ..... .....	<input type="checkbox"/>	<input type="checkbox"/>
<b>2</b>	<b>Safe Work Practices and Procedures</b>		
2.1	Has the company a standard Principal Contractors Workplace Health and Safety Management Plan? <i>If yes, provide a copy (Note: Successful tenderers will be required to provide the completed Workplace Health and Safety Management Plan for evaluation before any work commences).</i> <u>Comments:</u> .....	<input type="checkbox"/>	<input type="checkbox"/>
2.2	Has the company prepared relevant Safe Work Method Statement for high risk construction work? <i>If yes, provide a sample with summary listing the Safe Work Method Statements. (Note: Successful tenderers will be required to provide Safe Work Method Statements for evaluation before any work commences).</i> <u>Comments:</u> .....	<input type="checkbox"/>	<input type="checkbox"/>
2.3	Has the company prepared safe work procedures or specific safety instructions relevant to its operations? <i>If yes, provide a summary listing of all procedures or instructions and a sample of one procedure.</i> <u>Comments:</u> .....	<input type="checkbox"/>	<input type="checkbox"/>
2.4	Does the company have any permit to work systems (e.g. confined spaces / hot work)? <i>If yes, provide a summary listing of permits.</i> <u>Comments:</u> .....	<input type="checkbox"/>	<input type="checkbox"/>

		YES	NO
2.5	Is there a documented incident reporting & investigation procedure? <i>If yes, provide a copy of a standard incident report form.</i> <u>Comments:</u> .....	<input type="checkbox"/>	<input type="checkbox"/>
2.6	Are there procedures for maintaining, inspecting and assessing the hazards of plant operated/owned by the company? <i>If Yes provide or attach details of: Plant operators certificates of competencies, risk assessments, inspection forms, pre-start checklists.</i> <u>Comments:</u> .....	<input type="checkbox"/>	<input type="checkbox"/>
2.7	Are there procedures for storing and handling hazardous substances? <i>If Yes, provide or attach details</i> .....	<input type="checkbox"/>	<input type="checkbox"/>
2.8	Are there procedures for identifying, assessing and controlling risks associated with manual handling? <i>If Yes, provide or attach details</i> .....	<input type="checkbox"/>	<input type="checkbox"/>
2.9	Have you any risk assessment (relevant generic risk assessments accepted) relevant to this type of contract? <i>If Yes, provide or attach details</i> .....	<input type="checkbox"/>	<input type="checkbox"/>
2.10	Does your company provide relevant PPE for workers? <i>If Yes, provide or attach details</i> .....	<input type="checkbox"/>	<input type="checkbox"/>
<b>3</b>	<b>WH&amp;S Training</b>		
3.1	Is WH&S training conducted in your company? <i>If Yes, provide or attach details</i> .....	<input type="checkbox"/>	<input type="checkbox"/>
3.2	Is a record maintained of all training and induction programs undertaken for employees in your company? <i>If Yes, provide or attach details</i> .....	<input type="checkbox"/>	<input type="checkbox"/>



		YES	NO
3.3	Does your company assess the competency of workers? <i>If Yes, provide or attach details</i> ..... .....	<input type="checkbox"/>	<input type="checkbox"/>
3.4	Please enclose any certificates of competencies relevant to this contract? <i>If Yes, provide or attach details</i> ..... .....	<input type="checkbox"/>	<input type="checkbox"/>
<b>4</b>	<b>WH&amp;S Inspection</b>		
4.1	Are regular WH&S inspections at worksites undertaken? <i>If Yes, provide or attach details</i> ..... .....	<input type="checkbox"/>	<input type="checkbox"/>
4.2	Are standard workplace inspection checklists used to conduct inspections? <i>If Yes, provide or attach details</i> ..... .....	<input type="checkbox"/>	<input type="checkbox"/>
4.3	Is there a procedure or form by which employees can report hazards at workplaces? <i>If Yes, provide or attach details</i> ..... .....	<input type="checkbox"/>	<input type="checkbox"/>
<b>5</b>	<b>Health and Safety Consultation</b>		
5.1	Is there a workplace health and safety committee? <i>If Yes, provide or attach details</i> ..... .....	<input type="checkbox"/>	<input type="checkbox"/>
5.2	Are employees involved in decision making over WH&S matters? <i>If Yes, provide or attach details</i> ..... .....	<input type="checkbox"/>	<input type="checkbox"/>
5.3	Are there employees elected health and safety representatives? <i>If Yes, provide or attach details</i> ..... .....	<input type="checkbox"/>	<input type="checkbox"/>
5.4	Is there a Workplace Health and Safety Advisor appointed? <i>If Yes, provide or attach details</i> ..... .....	<input type="checkbox"/>	<input type="checkbox"/>

		YES	NO
<b>6</b>	<b>WH&amp;S Performance Monitoring</b>		
6.1	Is there a system for recording and analysing H&S performance statistics? <i>If Yes, provide or attach details</i> .....	<input type="checkbox"/>	<input type="checkbox"/>
6.2	Has the WH&S Queensland ever issued an Improvement or Prohibition notice on the Company? <i>If Yes, provide or attach details</i> .....	<input type="checkbox"/>	<input type="checkbox"/>
6.3	Has the company ever been convicted of an WH&S offence? <i>If Yes, provide or attach details</i> .....	<input type="checkbox"/>	<input type="checkbox"/>

## CERTIFICATION

The information provided in this questionnaire is an accurate summary of the company's WH&S systems.

Company Name			
Submitted by			
Signed		Date	