



BREWARRINA SHIRE COUNCIL

REQUEST FOR TENDER

Plant Hire

CONTRACT No. 2021BSC-14

Tender Close - 2:00PM Wednesday 24th June 2021

**Tenders not received by the closing time 2:00 PM on the nominated day may
be accepted for the same period**

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1 Introduction

1.1 Purpose of Contract

This Contract is for Council to have access to wet or dry hire the following plant:

Grader	Dozer
Water Cart	Excavator
Tipping Truck	Backhoe
Roller (smooth drum, multi tyre, Padfoot)	Skid Steer / Posi Track
Float	Low Loader
Prime Mover	Dolly

Rates for other items of plants and equipment will be requested if required

1.2 Terms and Conditions

1. The terms and conditions of this tender apply to the hire of plant listed on the schedule for the Plant Hire Tender documentation.
2. The Contractor shall undertake the following:
 - To deliver the plant in good working order and maintain it in that condition at the Contractor's own expense.
 - To fit suitable and efficient lights to the plant at the Contractor's expense if notified that the plant is required for shift work.
 - To provide a competent and suitably experienced operator to operate the plant and pay all wages, overtime, camping allowances and travelling expenses of the driver and of any other personnel necessary for the efficient operation of the plant.
 - To supply at the Contractors own expense all fuel, oil, grease and spare parts and anything necessary for the continuous and satisfactory operation of the plant.
 - Manage the plant so that it will be ready to commence operations at the time specified by the Engineer's representative.
 - To work the plant continuously as required during the period of hire.
 - To carry out all repairs to the plant expeditiously and at the Contractors own expense. As far as practicable all adjustments and repairs shall be carried out on wet days or outside normal working hours. Tools and equipment to carry out necessary repairs shall be provided by the Contractor.
 - To provide all replacements of cutting blades, tines, wire ropes, etc.
 - To ensure that when unattended the plant is in a safe condition and not liable to be or become a safety hazard.

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- To ensure that the plant is safe and is supplied with the necessary shields, guards, spark arrestors, warning signs, lights, roof mounted amber flashing light, indicators and other safety equipment.
 - For wet hire operations, keep daily work docket showing the hours worked each day, breakdowns, delays, operator's tea/lunch breaks and any other details required.
 - To comply with the requirements of all Policies, Acts, Regulations, Ordinances and By-Laws and the safety requirements in force on the work site.
 - To supply the plant fitted with a UHF 40 Channel 2 Way radio communication system.
 - Provide earthworks plant equipped with R.O.P's or F.O.P's and an air conditioned cabin.
3. The Contractor shall in respect of plant which is a motor vehicle within the meaning of the Road Transport Act 2013:
- Provide a driver who is the holder of an appropriate and current licence to drive such a vehicle upon a public thoroughfare, and to comply with all appropriate Roads and Traffic Authority specifications.
 - Comply with all requirements as to registration, number plates and registration labels in respect of such vehicle while being used in any public thoroughfare.
 - Produce to the Engineer's representative such certificates, licences, permits or exemption certificates as the Engineer's representative may require to be produced to be satisfied that this clause is complied with.
 - Ensure that the plant operates within its legal Capacity at all times.
4. Where plant is tendered on a "wet hire basis" i.e. with an operator, the operator provided shall be suitably experienced and competent, and if required by legislation, hold an appropriate licence/ticket or qualification for the safe operation of said plant.
5. Payment for hire of plant will be based on the following conditions:
- The tendered rate for the specific item of plant and the term of hire
 - For wet hired plant, all contract tally sheets are to be fully completed and handed in weekly to the on-site supervisor with all relevant sections completed.
 - Invoices for hire shall be submitted to Council no later than 30 days from the commencement and/or termination of hire.
 - Payments will be processed in accordance with Council procedures
6. The Council reserves the right to terminate the hire at any time without notice should the services rendered or the operation of plant be unsatisfactory, or the conditions become unsuitable for work, or there is no further need for the machine. A Hired Plant and Operator Checklist are to be completed by Transport Manager before the commencement of hire on all plant.
7. The Contractor shall furnish to the Engineer's Representative as required and before final payment a declaration that all wages due and owing to the contractor's employees have been fully paid.
8. The Contractor shall at their own expense insure and keep insurance policies of insurance during the period of hire and furnish evidence of such policies:
- For Workers or employees pursuant to the requirements of the Workers Compensation Act 1987 and Work Place Injury Management Workers Compensation Act 1998 with an insurer approved by the Commissioner.
 - For Individuals/Sole Traders you are required to hold Personal Accident Insurance.
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- Public Liability Insurance against any injury to any third party or parties, or damage to any property whatsoever caused by the use of plant when driven by or operated by the Contractor or employees. Such policy of insurance shall be in the sum of at least \$20,000,000.00 and must be specific in nature to the operations being undertaken. Council is to be noted as an interested party on the certificate of currency.
 - Plant/Vehicle insurance will be comprehensive in nature. Council will not accept third party insurances under this tender.
9. For plant used on a wet hire basis, the operator/s shall comply with the requirements of the Work, Health and Safety Act and Regulations 2011, and shall:
- Hold a Construction Induction Card (White Card) and have this on site while working on behalf of Council.
 - Participate in all Council safety inductions, site safety and toolbox meetings.
 - Ensure they are suitably experienced and hold the correct licence/ticket/qualifications for the intended operations of plant under this tender agreement.
 - Be inducted to and familiar with Council's Safe Work Method Statement when required
 - Undertake a Plant Prestart Checklist on a daily basis - plant not considered safe by the Engineer shall be removed from hire until necessary work is carried out to make plant safe;
 - Provide copies of Safe Work Method Statements for job activities, if not working under Council's Work Health and Safety Management Plan.
 - Comply and work under Council's, Work Health and Safety (WH&S), Quality and Environmental Management Plans and Code of Conduct.
 - Be able to produce copies of the above requirements when deemed necessary by Council.
10. The Engineer is the person employed by Brewarrina Shire Council as Transport Manager. The Engineer's Representative is a member of the Engineering Department nominated by the Transport Manager.

1.3 Closing Date

Quotations will be accepted until **2:00 PM on the nominated day.**

1.4 Enquiries

Enquiries regarding this tender should be made by contacting:

Council Officer	Amer Tawfik
Position	Transport manager
Email	tm@brewarrina.nsw.gov.au
Telephone	02 6830 5100 0448 921 191

1.5 Lodgement of Tenders

Tenders will be accepted until the tender closing date specified in this document.

Tender submission documents need to include the following documents:

- Tender Submission Document
- Any supporting material

Tenders may be submitted in person to Council office in Brewarrina, via post, email, or tenderlink as per the following details

Mail	Brewarrina Shire Council - P.O Box 125 – BREWARRINA, NSW 2839
Email	tender@Brewarrina.nsw.gov.au
TenderLink	https://www.tenderlink.com/brewarrina/

2 Tender Submission Documents

2.1 Tender Form and Schedules

The Tenderer shall complete in full and return the attached Tender Forms, and all Schedules. Failure to do so will result in the quotation being rejected. The Tenderer shall supply, on request by Council, additional details and information as may be required to give adequate particulars of the work quoted.

2.2 Instruction to Tenderer

General: Complete in full and submit the forms in numerical order listed above. The completed forms, declarations and required information shall comprise the Tender Submission Documents. **Initial and date each form at the bottom right hand corner.**

Omissions: The omission of any of the forms or required information listed above may, at the absolute discretion of the Principal result in a nonconforming Tender and be subject to rejection.

Confidential information: All Submitted information will be treated as confidential.

Contract:

Contract No:

Date:

Signature of Tenderer :

2.4 Tender Forms and Declarations

Instruction to Tenderer: Complete and submit with Tender.

I,..... (Print name)

..... (Position in Tendering Organisation)

of.....(Tendering Organisation)

ABN

Located at.....(Business Address)

On this.....day of.....,..... (Year)

Having fully acquainted myself with the Conditions of Tendering and Contract Documents and accordingly the obligations and responsibilities of the Contract do hereby tender to perform the work described below:

Contract No.: 2021BSC-14

Contract Name: Plant Hire

By submitting this Tender, the Tenderer warrants and represents that it has made its own enquiries and investigations and has obtained professional advice and all other relevant information so as to inform itself of all risks and contingencies which may affect its tender price. The Tenderer warrants and represents that it has included for all such risks and contingencies in its tender price.

Signature of Tenderer :

Phone and facsimile numbers:

Email address:

Subscribed and declared this day of (Year)

Before me: (Print name)

Witness: (Signature)

2.5 Schedule of Rates

Instruction to the tenderer: Complete and submit with Tender. Prices are to exclude GST unless otherwise requested.

Plant Type <small>(E.g. Roller, Grader, Road Train, Excavator)</small>	Make	Model	Year	Rego No.	Capacity (Tonne)	Hourly Rate with An Operator Inc GST	Standby Rate with An Operator Inc GST	Dry Hire \$ per hr Inc GST	Dry Hire \$ per Day Inc GST	Dry Hire \$ per Week Inc GST	Dry Hire \$ per Mth Inc GST
						\$	\$	\$	\$	\$	\$
						\$	\$	\$	\$	\$	\$
						\$	\$	\$	\$	\$	\$
						\$	\$	\$	\$	\$	\$
						\$	\$	\$	\$	\$	\$
						\$	\$	\$	\$	\$	\$
						\$	\$	\$	\$	\$	\$
						\$	\$	\$	\$	\$	\$
						\$	\$	\$	\$	\$	\$
						\$	\$	\$	\$	\$	\$
						\$	\$	\$	\$	\$	\$
						\$	\$	\$	\$	\$	\$
						\$	\$	\$	\$	\$	\$

2.6 Creditor Form

Instruction to the tenderer: Complete and submit with Tender



CREDITOR FILE MAINTENANCE FORM

OFFICE USE ONLY:

- New Creditor
- Change in Creditor details
- Creditor Inactivation

CODE : _____

Creditor Name: _____

Address: _____

E-mail: _____

Contact Person: _____

Phone: ()

Mobile:

Fax: ()

EFT Details:

Payment Type: Print Cheque EFT

Account Name: _____

Account No.: _____

BSB: _____

Forward Remittance by: Mail E-mail

GST: Charity/Hobby/Employee Not Registered Registered Other

ABN:

I / We hereby request for all payments for goods and services supplied to Brewarrina Shire Council be made by way of direct credit to the bank account details above.

VENDOR AUTHORISATION:

I / We hereby certify that all information contained is bona fide.

Name:

Signature:

Date:/...../.....

Finance Department Use ONLY	
Entered by:	Checked by:
Name:	Name:
Signature:	Signature:
Date:/...../.....	Date:/...../.....

2.7 Insurance

Instruction to the tenderer: Complete and submit with Tender

Workers Compensation Insurance (Accident & Illness)	
Insurance company:	
Amount of coverage:	
Policy No.:	
Expiry date:	
Attach a copy of your certificate of Currency	Yes ✓

Or for Individuals/ Sole Traders

Personal Accident Insurance	
Insurance company:	
Amount of coverage:	
Policy No.:	
Expiry date:	
Attach a copy of your certificate of Currency	Yes ✓

Public Liability Insurance – minimum \$20,000,000	
Insurance company:	
Amount of coverage:	
Policy No.:	
Expiry date:	
Attach a copy of your certificate of Currency	Yes ✓

Plant / Vehicle Insurance – Comprehensive in nature	
Insurance company:	
Amount of coverage:	
Policy No.:	
Expiry date:	
Attach a copy of your certificate of Currency	Yes ✓