



TECHNICAL SPECIFICATION (STANDARD RISK)

**Register of Prequalified Suppliers (ROPS) Hire of Mobile
Plant and Equipment (Wet and Dry Hire)**

CONTRACT NO.: T2324.09

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1. INTRODUCTION

Banana Shire Council regularly undertakes a high volume of construction work which requires the use of various mobile plant. While Council has ownership and use of some of the plant required, there are times when additional plant and/or operators are required to supplement Council crews.

Council is looking to create a prequalified supplier pool for the supply of wet and/or dry hire of various items of mobile plant for use throughout the shire as per the Pricing Schedule supplied in the Appendices of this document.

2. AVAILABLE INFORMATION

The following information is available to help with your understanding of existing and intended scope of this project:

- Pricing Schedule (Appendix A).

The Contractor shall familiarise with the road network of the area/s prior to submitting a tender.

3. SCOPE OF WORKS

The Works Under the Contract (WUC) are to be located within the Banana Shire Area.

The scope of this tender is for the intermittent short or long term, dry and/or wet (with Operator) hire, under Council supervision unless otherwise agreed, of various pieces of mobile plant to be used for the undertaking of construction works as required by Council.

The scope of works includes, but is not limited to, the hire of the following plant/equipment:

- Backhoe
 - ROPS Cab
 - Flashing Light
 - 4 in 1 Bucket
 - Various size buckets
- Dozer
 - ROPS Cab
 - Flashing Light
 - D6 through to D9 or Equivalent
- Excavators
 - ROPS Cab
 - 5T - 30T
 - Flashing Light
 - Must have – ripping tooth, mud bucket and general purpose bucket
 - Trimble/GPS system (*desirable*)
- Grader
 - ROPS Cab.
 - Flashing Light
 - Mouldboard length minimum 12 Ft.
 - Rippers/Scarifiers

- Trimble/GPS system (advantage) – Wet hire operator must be proficient in use of the Trimble System
- Loader
 - ROPS Cab.
 - Flashing Light
 - Operating Scales.
 - Teeth on bucket/cutting Edge
- Roller
 - ROPS Cab
 - 5T - 30T
 - Flashing Light
 - Vibrating/Smooth/Padfoot Roller/Multi Rubber/Tyred Roller
- Truck/Truck & Dog
 - Flashing Light
- Prime Mover and Low Loader (Flashing Light on Front and Back)
Or
- Prime Mover (Flashing Flight)
- Prime Mover and Tipping Trailers Combination Semi – B Double – Road Train
- Scraper (Flashing Light)
- Skid Steer
 - ROPS Cab.
 - Flashing Light
 - Attachments must include: Broom, Auger (minimum 6 inches), Trencher (minimum 100mm).
 - 4 in 1 Bucket
- Street Sweeper (Flashing Light)
- Sewer/Drain (Multi Combo) Truck
 - Flashing Light
 - Vacuum and Drain Cleaning System
 - Hydro Pump (PSI)
 - Boom/extendable arm (6in min)
 - Filtration System
 - Hydro Excavation System
 - 6in Suction hose (min)
- Tractor/ Slasher
 - ROPS Cab.
 - Flashing Light
 - Minimum 6Ft slashing deck.
 - Minimum 80 Horse Power motor

Desirable (not mandatory)

- General use bucket.
- 4in1 bucket.
- Auger
- Reach Mower
- Hydraulic Arm Mower

- Water Truck (RIGID or Semi Water Truck)
 - Flashing Light
 - Minimum water tank size of 10,000 Litres.
 - Minimum 3 inch capable pump required with 4 inch outlets.
 - Pressurised spray bar.
 - Dribble bars.

- Water (RIGID with DOG TRAILER)
 - Minimum water tank size of 10,000 Litres for each truck and trailer.
 - Minimum 4 inch capable pump required with 4 inch outlets.
 - Pressurised sprays for both truck and trailer.
 - Dribble bars for both truck and trailer

- Vac Trucks – Various Sizes (Flashing Light) – Wet Hire Only

It is desirable for all wet hire operators to have the Implementation of Traffic Management Plan (ITMP) qualification.

Included in the prices submitted for the hire of these items of plant are the following:

- All costs associated with the insurance of the plant and operator (supplied by the Contractor and any Sub-Contractors employed by the Contractor), including but not limited to the obtaining and maintaining the following insurance:
 - Public Liability Insurance – not less than twenty million dollars (\$20,000,000)
 - Insurance policy/s pursuant to the Works Compensation and Rehabilitation Act 2003 and Regulations 2033 and any Act/s amending this Act.
 - Insurance policy/s pursuant to the Motot Accident Insurance Act 1994 and Regulations 2004

All excess payments associated with these insurance policies shall be borne solely by the Contractor.

- Provision of a suitably licenced, qualified and experienced operator (for wet hire).
The operator must be in possession of the following:
 - Current CPCCOSH1001A 'Work safely in the construction industry'
 - Implement Traffic Management Plan qualification – ITMP - *Desirable*
 - Suitable Drivers Licence or other licences/certifications needed to operate their plant
 - Construction Blue/White Card

All operator licences/certifications are to be always available onsite and must be produced on demand.

- All costs associated with the provision of the operator with appropriate personal protective equipment (PPE). All PPE is to be worn and maintenance as per Council's requirements.
- All costs associated with ensuring that the following are present within the item of plant:
 - A 'fit for purpose' first aid kit
 - Applicable guarding, maintained in accordance with the manufacturer's requirements (or where not defined by the manufacturer, compliant with the associated Australian Standard), as applicable
 - Suitable fire extinguisher/s
 - A current Weed Declaration Certificate (to be obtained no more than 72 hours prior to mobilisation of the plant at the commencement of each hire period) stating that the vehicle is free from contamination.

All equipment is to be available for inspection on request to ensure compliance

- All costs associated with the cleaning of the plant and obtaining a Weed and Seed Declaration form before arriving to site and the cleaning of the plant on completion of work, prior to demobilisation from site.
- All cost associated with the compliance with the requirements of following Council Management Systems for the undertaking of the maintenance/capital works:
 - Plant Maintenance Program
 - Quality Management Plan
 - Environmental Management Plan
 - Workplace Health and Safety Plan
 - Traffic Management Plan
- All costs associated with the maintenance of the plant (Please note no cost will apply to Council for the hire of the plant while maintenance is being undertaken, payment shall only be made by Council for the period during which the Plant was capable of Operation). The tenderer must have procedures in place for any foreseeable breakdowns which may affect the contract and Council's operational needs.
- All costs associated with the supply of replacement plant (or other approved arrangement) to be used during the maintenance/repair of the primary plant item should the loss of the plant affect Council's construction operations
- All costs associated with meals and accommodation (if required) for the plant operator
- Obtain all necessary approvals for water extraction (if required) and recording of water extraction amounts (these records are to be submitted to Council with each claim).
- Regular communication with the Council throughout the Project
- All costs incurred by the Contractor in complying with Commonwealth and State legislation and Local Government By-laws

- All costs associated with the hire of the plant with respect to security, interest, fees, charges, taxes, royalties, insurance and compensation
- Cooperation and coordination, using “best for project” mindset
- All overheads and profit, and
- All other expenses associated with the work not specifically listed above.

Tenderers are to note that Council, may at its sole and unfettered discretion, amend/modify the scope of works at any time during the contract.

If the scope of works is amended/modified, the Contractor is not entitled to any compensation.

4. NON-EXCLUSIVITY OF SERVICES

Under the agreement:-

- The agreement is not exclusive and Council may, at its sole discretion, engage another entity or use its own staff to provide the Service/s;
- Council is not obliged to procure any or any minimum number of service/s from the Contractor under this arrangement;
- Council reserves the right at its sole discretion, to call tenders or quotes for any other service/s.

5. NATURE OF TENDER

This tender is to be considered a Schedule of Rates Contract under AS4902 - 2000. The submitted price shall be based on a Pricing Schedule (included in Appendix B of this document) and payment shall be made on the basis of:

- a unit rate for those Works Items which have a stated unit of measurement and a stated quantity; or
- a lump sum for those Works Items which do not have a stated unit of measurement and a stated quantity.

Unless stated otherwise in this Document, the Tender shall be for the whole of the Works specified in the Tender Documents and Notices to Contractor (if any) with all rates submitted fixed for the life of the contract.

6. LAPSING OF OFFER

Offers submitted under this tender shall remain valid for a period of three months (90 calendar days) after the closing time and date and may be accepted by Council at any time before the expiry of that period unless otherwise notified, in writing, by Council.

7. TERM OF CONTRACT

The initial term of this Contract shall begin on the issuing of the Letter of Acceptance by Council. **Acceptance of tender is not an automatic indication that Council will engage**

the services of the supplier. Generally, Council will allocate work by location, availability and expertise, in accordance with the prices tendered in this contract.

Where possible and for larger projects will call for quotes from the suppliers placed on the preferred supplier list through the Vendor Panel system for individual projects (only those prices quoted that are as per those supplied within this tender or better will be considered).

The contract will be valid until **30 June 2025**.

At the end of each financial year Council will enter into discussions with the successful tenderer/s regarding the review of the approved hire rates, any reasonable changes to the rates will be considered. **Once agreed, all rates will be locked as the maximum hire rate for the applicable financial year.**

If the Contractors business is sold or transferred to another entity the submission cannot be transferred and will be null and void.

8. APPOINTMENT OF THE PRINCIPAL CONTRACTOR

The successful tenderer will not be considered Principal Contractor under the terms of this contract.

9. WORKING HOURS

Working hours will be generally between 6:00am and 6:00pm Monday to Friday with an eighth (8) or nine (9) day fortnight. Any hours outside of these will be as per agreement between both parties.

Any downtime required due to the maintenance of Council equipment will be coordinated in advance where possible.

A working day will be based on an eight (8) hour productive day. All operators will be required to attend a daily pre-start meeting and site induction prior to performing any work on site.

Day docket are to be produced and signed by a Council Representative daily. The docket is to include a breakdown of the start, finish and break times of the works completed that day along with the location at which the works were performed. A copy of the signed day docket is to be included with any claims lodged. If the docket is not signed and dated by a Council Representative payment may be withheld until verification can be obtained.

10. PRICING

All rates are to be quoted as GST excl. **Rates are to be fixed and guaranteed as the maximum rate for the financial year with negotiations, between Council and the Contractor, for the revision of rates to occur before the start of each financial year.**

11. LODGMENT OF CLAIMS

Progress Claims are to be submitted by the Contractor by the 21st of each month.

Claims are to be made via the following process:

- A spreadsheet listing the quantity of works completed along with the associated signed daily docket is to be submitted to Council
- Council will then assess this information
- Council will forward a request for an invoice to be submitted for the approved claim amount by the Contractor
- Payment of the invoice will be made through Council's payment procedures on receipt of the invoice

All claim amounts/quantities (including any variations) are subject to approval by Council before payment is agreed.

A correctly rendered invoice must:

- Specify details of order in sufficient detail to enable an Authorised Officer to assess; and
- Specify BSC Purchase Order number and Tender number; and
- Specify the respondent's Invoice number and Invoice date; and
- Specify the Contract Price payable by BSC and particulars of any GST payable in respect of the Contract Price; and
- Otherwise comply with the requirements of a Tax Invoice for the purposes of the GST Act.

12. PROJECT VARIATIONS

Council may, by written notice given to the Contractor, require the Contractor to vary the Works in nature, scope (extent and quantity) or timing.

The Contractor may be directed to:

- Increase, decrease or omit any part of the Works and / or
- Perform additional work.

Where the contractor is given a direction to vary the work under the contract which is not expressly identified in writing as a variation, the contractor must promptly, and where practicable before complying with the direction, give the Council Representative a written notice which identifies the direction and states that the contractor considers that the direction involves a variation. The approved variation number should be noted on the Invoice and be itemised.

All project variations must be approved by Council before a claim can be made. The Contractor is to include a breakdown of the proposed cost of any variation (based on the rates submitted as part of this tender) as part of any variation submission.

13. TRAVEL TO AND FROM SITE

The Contractor is responsible for any costs related to daily travel to and from the site including vehicle, plant, fuel, maintenance, accommodation and any other costs.

14. THIRD PARTY CLAIMS

The Contractor shall be responsible for any damage to any public or private property that occurs as a direct result of the works being performed by the Contractor.

The Contractor shall notify Council of all claims or allegations made against the Contractor or damage that has been inflicted by the Contractor in respect to personal injury and/or damage to property. Verbal notification is to be received by Council within two (2) hours of the incident and a written report, in the form of an email, is to be received by Council within twenty-four (24) hours of the incident. The written report should include the following details:

- Date and location of the incident
- Description and amount of the claim
- Alleged cause of the damage

15. DEALING WITH THE PUBLIC

Council requires the Contractor and all related employees to conduct themselves professionally and in a socially responsible manner and represent the Council and themselves in a professional, customer focused manner at all times.

The Contractor shall not conduct any work additional to the Contract as a result of requests from residents or other members of the public without written authority or direction from the BSC representative.

If a request is outside the Contractor's area of responsibility, the Contractor shall provide the customer with the contact details of the Council's Customer Service Department who will forward the customer enquiry to a Council representative.

16. TEMPORARY SERVICES

The Contractor shall provide and maintain temporary services (if required) necessary for the execution of the work under the Contract, install such services in accordance with the requirements of the relevant authorities and pay charges in connection with the installation and use of such services. Unless there is a specific reference to the provision of temporary services in the contract scope of works, the cost of providing temporary services shall be considered as being included in the cost of the scope of works, unless otherwise agreed in writing by the Principal.

Such services shall be made available to Sub-contractors. On completion, the Contractor shall disconnect temporary services and clear away all traces.

17. ADDITIONAL WORKS

Should during the course of the inspection of site or during construction the Contractor identifies complementary works outside the scope of the project they believe would be beneficial to Council, the contractor is to advise the Principal of these observations. Contractors must provide an offer for the complementary scope as detailed on the Pricing

Worksheet. Council will evaluate the offers for the complementary scope and determine if any will be included in the contract scope for award.

Council reserves the right to accept or reject any tender offer for complementary/betterment scope.

18. SALVAGED MATERIALS

Unless otherwise stated, all materials, plant equipment, fixtures and other items salvaged from the Site of the Works shall be the property of the Principal and shall not be removed from the site without the prior approval of the Principal. The Principal is to be immediately consulted when any find is made that is considered of relevant heritage value.

The Contractor is to obtain written approval from the Principal prior to removal from site of any material or material which is or may be suitable for use as fill on the site.

Material which is unsuitable for re-use should be transported and dumped in an approved dump area (for this project the approved dump area is the Industrial waste facility Trap Gully, all fees associated with the use of this facility are to be included in the rates submitted for this tender).

Approval for dumping of materials, not otherwise designated, should be obtained from the Principal.

Council operates a spoil permit system where residents can request approval to access spoil material. Disposal of spoil material to local residents is as by written direction and approval of the Principal. In these circumstances, The Contractor must be a willing participant in assisting with the management of this system

APPENDIX

A. PRICING SCHEDULE