

## **Bland Shire Council**

### **ENG0001/23-24**

# **Tender - Civil Construction Works for the Proposed 6 lot Industrial Subdivision in West Wyalong**

**Issue Date:** 20/07/2023

**Closing Date:** 10/08/2023

**Closing Time:** 3.00pm



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## 1 BACKGROUND

The Bland Shire is a Rural Local Government area of 8,482km<sup>2</sup> located in the Central West of New South Wales. Bland Shire Council is located in West Wyalong which is the major administrative and business centre of the region.

Bland's major industries include agriculture, mining, poultry, transport, tourism and wholesale distribution. Further information on Council's activities can be found at [www.blandshire.nsw.gov.au](http://www.blandshire.nsw.gov.au)

Bland Shire Council's vision is simply stated as "people pride progress."

Our mission is "Working with the people to improve our quality of life."

Our corporate values are;

- Put the community first,
- Work together as a committed team,
- Respect and value each other,
- Have open and honest two way communication,
- Act with integrity and honesty at all times,
- Continuously improve our services,
- Keep ourselves and others safe.

## 2 DESCRIPTION OF WORKS

The works of this contract are works associated with the construction of a new industrial subdivision located in West Wyalong.

This contract is for the construction of civil works associated with the proposed subdivision and includes earthworks to lots and roadways, the construction of sealed roads including kerb and channel, stormwater drainage and treatment basins.

Works include but are not limited to the following:

- Site set out;
- Erosion and sediment control measures;
- Site clearing and grubbing;
- Traffic control as required during construction;
- Removal, stockpiling and re-spreading of top soil;
- Earthworks including removal stockpiling and replacement of topsoil, removal and replacement of selected uncompacted site fill, importation of additional fill materials, excavation and filling and compaction as required for construction;
- Construction of storm water drainage including pipework and drainage structures;
- Construction of retaining walls related to the storm water treatment basins;
- Construction and installation of water and sewer reticulation;
- Construction of public road and private access pavements including gravel pavements and asphaltic surfacing; and
- Linemarking and signage.

### 3 TIMETABLE

An indicative timetable for the conduct of this tender is described below. This timetable may be amended by Council if required.

<b>Event/activity</b>	<b>Proposed Date</b>
Issue of Tender	20/07/2023
Pre – Tender Consultation	24/07/2023 – 10/08/2023
Closing date for Tender	10/08/2023
Selection of Tenderer	15/08/2023
Post Tender negotiations (if required)	15/08/2023 – 18/08/2023
Execution of contract	28/08/2023 – 30/08/2023
Commencement of Contract	04/09/2023
Completion of Contract	01/11/2024

## **4 CONTRACT INFORMATION**

### **Confidential Information**

No confidential information is provided by Council in this Tender.

### **Contact for Further Information and Enquiries**

The Contact Officer for this tender is:

Timothy Wark,  
Council Engineer,  
Bland Shire Council,  
PO Box 21,  
West Wyalong, NSW 2671,  
Telephone: (02) 6972 2266,  
Facsimile: (02) 6972 2145,  
Email: [twark@blandshire.nsw.gov.au](mailto:twark@blandshire.nsw.gov.au)

### **Communication of Clarifications**

Council may provide the answer to any query from a Contractor to all other Contractors without disclosing the source of the query, including (without limitation) by publishing the answer on the Councils Website.

Without limitation, a Contractor should expect that answers to queries that provide additional substantive information will be provided to all other Contractors.

### **Notice of Changes to this Tender**

Council may amend this Tender if required.

Council will notify Contractors of any amendments to this Tender, through the issue of an Addendum.

To ensure all potential Contractors are given a fair and equal access to information relating to the Tender, any addendum will be emailed to registered Contractors.

### **Inspection**

It is not a requirement of this Tender for Contractors to complete a site inspection to ascertain all works needed to deliver the Tender. Tender prices are to include all works needed to deliver the Tender in its entirety.



## **Pre – Tender Consultation**

Pre-tender consultation for Contractors is available, consultation can commence on the morning of Monday 24 July 2023.

## **Notices**

Any notice, request or other communication to be given under this Contract is to be in writing and dealt with as follows:

- If given by the Contractor to the Council – signed by the Contractor and marked for the attention of the Contract Manager at the address indicated in Schedule 1 or as otherwise notified by the Council,
- If given by the Council to the Contractor – signed by the Contract Manager and marked with the address indicated in Schedule 1 or as otherwise notified by the Contractor.

Any notice, request or other communication is to be delivered by hand, sent by pre-paid post or transmitted electronically.

A notice, request or other communication will be deemed to be received.

If delivered by hand to the physical address of the recipient.

If sent by pre-paid ordinary post within Australia to the postal address of the recipient, upon the expiration of 2 business days after the date on which it was sent.

If sent by email to the email address of the recipient, when the email message enters an information system accessible to the recipient.

For any purpose under this Contract, unless the contrary intention appears where the signature of a person is required, that requirement is taken to have been met.

A method is used to identify the person and to indicate the person's approval of the information communicated.

Having regard to all the relevant circumstances at the time the method was used (including any technical standards agreed from time to time by the parties); the method was as reliable as was appropriate for the purposes for which the information was communicated.

## **5 LODGEMENT OF TENDERS**

### **Tender Format and Lodgement**

Electronic Tenders shall be saved as a PDF file and attached to an email marked: Construction of Civil Works – Proposed Industrial Subdivision, West Wyalong and emailed to council@blandshire.nsw.gov.au Contractors should request receipt of their Tender by return email.

Hard copy Tenders shall be submitted in a sealed envelope marked: Construction of Civil Works – Proposed Industrial Subdivision, West Wyalong and placed in the Tender Box located at Bland Shire Council Administration Building, Shire Street, West Wyalong NSW or mailed to The Tender Box, PO Box 21 West Wyalong NSW 2671

### **Tender Closing Time**

The deadline for lodgement of Tenders is 3.00pm (1500 hrs) 10 August 2023 - NSW time zone, Australia. The judgement of Council as to the actual time that a Tender is lodged is final.

Council may extend the closing time. Where Council extends the closing time, the new closing time will apply equitably to all Contractors.

Lodgement of Tender by the closing time is entirely the Contractors responsibility.

### **Late Tender**

Tenders received after the closing time and date will not be accepted unless there has clearly been a mishandling of the Tender by Council.

### **Corrections and Additions**

If a Contractor becomes aware of an error or omission in its Tender and wishes to lodge a correction or additional information, the material must be lodged with Council before the closing time.

Council is not obliged to consider a correction or additional information received after the closing time.

### **Tender Validity Period**

Tender must remain open for acceptance for at least 6 months from the closing time.

Start Date

## **6 TENDER REQUIREMENTS**

### **Ownership of Tenders**

All Tenders become the property of Council once lodged. Council may copy, amend, extract or otherwise deal with all or any part of a Tender for the purpose of conducting the Tender process.

Unless Council agrees otherwise with a Contractor, Council reserves the right to disclose the contents of all Tenders for the purpose of:

- Conducting the Tender process; or
- As otherwise required for the proper performance of their statutory or governmental responsibilities.

### **Contractors Use of Tender Documentation**

Contractors may only use the Tender document, including (without limitation) its format and structure and any electronic version of the document, for the purpose of preparing a response to this Tender.

### **General**

Tenders must address all the requirements of the Tender and must:

- Be clear and precise;
- As appropriate, refer to the relevant clause numbers of this Tender; and
- Unless otherwise specified, express all measurements in Australian legal units of measurement.

### **Alterations, Erasures or Illegibility**

Tenders containing alterations or erasures: handwritten amendments which are not initialled, or information which is not clear or legible, may be excluded from the evaluation process.

### **Prices**

Unless otherwise specified, prices must:

- Be expressed in Australian dollars and inclusive of goods and services tax (GST) and any other taxes and duties, with the GST and other tax and duty components identified;
- Remain unalterable for the period of the Tender validity;
- Not vary according to the mode of payment; and
- Take into account all liability, indemnity and other relevant provisions regarding risk required by statute and this Tender.
- Contractors are advised that Council is a Local Government body and therefore eligible for government contract rates where applicable.

### **Competitive Neutrality**

Competitive Neutrality requires that Government businesses should not enjoy net competitive advantages over their private sector competitors by virtue of public sector ownership.

Contractors from the public sector should demonstrate in the pricing of their Tender that the requirements of competitive neutrality have been met, including (without limitation) payment of relevant taxes and charges, rates of return and cost of funds.

### **Subcontractors**

If a Contractor proposes that any part of the requirement in this Tender is to be performed by subcontracts, the names of the proposed subcontractors and details of the work proposed to be undertaken by them must be set out in the Tender response.

The Principal Contractor will:

- Be responsible for including all relevant provisions from their contract with Council in the subcontracts,
- Be responsible for the actions of any subcontractor.

### **Supporting Material**

The Contractor may provide such supporting material with their Tender, as the Contractor considers appropriate. Such material may be considered by Council, but does not form part of the Tender for evaluation purposes.

## **7      PREFERRED OFFERS**

### **Contract Preference**

In general, the contractual preference is a Prime Contract, where Council will come to an agreement with one Contractor for the Requirement.

Any Subcontractors that the Contractor requests to engage under the Prime Contract may be allowed and is subject to Council's approval.

### **Part Offers, Alternative Offers**

Contractors may lodge a proposal with an alternative approach or solution. Any alternative approach or solution must be clearly labelled "supplementary material" and submitted with the Tender.

### **Joint Tenders**

A joint Tender from two or more Contractors may be considered by Council at its discretion.

A joint Tender must be signed for and on behalf of each member of the Tendering consortium, and must specify the structure and membership of the consortium, the role of each consortium member in providing the requirement in this Tender, and the extent to which each consortium member guarantees the performance of each other consortium member's role.

A consortium must contract with Council as one single separate legal entity and provide a single point of contact for the consortium. A joint Tender submitted on the basis that two or more organisations will be jointly and severally liable may be considered.

## **8 PARTICIPATION IN TENDER PROCESS**

### **Acknowledgment and Disclaimer**

Council, its officers, employees, advisors and agents:

- Make no express or implied representation or warranty as to the currency, reliability or completeness of the information contained in this Tender,
- Make no express or implied representation or warranty that any estimate or forecast will be achieved or that any statement as to future matters will prove correct.

It is the responsibility of the Contractor to obtain all information necessary or convenient for the preparation of their Tender.

In submitting a Tender, each Contractor acknowledges that they have not relied on any express or implied statement, representation or warranty as to the truth, accuracy or completeness of the information contained in the Tender, or otherwise provided to a Contractor by Council or on Council's behalf.

### **Probity**

Council is committed to ensuring that selection of the successful tenderer is fair and open. For Contractors this means that:

- All evaluation and selection processes will be conducted in accordance with the processes set out in this Tender, as legally required,
- Assessment of Tenders will be conducted consistently and objectively,
- Each Contractor will have access to the same information about the Tender;
- Information provided in a Tender will be secure, and all confidential information treated as such,
- All actual, potential or perceived conflicts of interest will be addressed.

### **Contractor Costs**

All expenses and costs incurred by a Contractor in connection with this Tender, including (without limitation) preparing and lodging the Tender, providing Council with further information, attending interviews and participating in any subsequent negotiations, are the sole responsibility of the Contractor.

### **No Contract**

Nothing in this Tender should be construed to give rise to any contractual obligations or rights, express or implied, by the issue of this Tender or the submission of a Tender in response to it.

No contract will be created until a formal written contract is executed between Council and a Contractor.

### **Limited Liability**

In the event a court finds there to be a contract between Council and a Contractor regarding the conduct of this Tender process, the Contractor acknowledges that Council's liability for any breach of the terms of such contract is limited to the Contractor's costs of participation in the Tender process, and does not include liability for any lost profit, lost opportunity or other losses of the Contractor.

### **Public Statements**

Contractors must not make any public statements including (without limitation) providing information or documents for publication in any media in relation to this Tender or any subsequent contract arising out of this Tender, without Council's prior written approval.

Council will not withhold its approval to the extent the Contractor is required to disclose information by the rules of a stock exchange.

### **Council's Rights**

Notwithstanding any other provision of this Tender, Council reserves the right, at any time to alter, amend or vary this Tender and the process outlined in this Tender.

If Council considers that it is in the public interest to do so, suspend or terminate this Tender process or any part of it.

Council can request additional information or clarification from any Contractor or anyone else, or provide additional information or clarification to any Contractor or anyone else.

Council can negotiate or not negotiate with any one or more Contractor, and discontinue negotiations at any time.

Council can allow, or not allow, the preferred Contractor to enter into the proposed contract in the name of a different legal entity from that which provided a response to this Tender.

Council can add to, alter, delete or exclude any of the requirements to be provided by the preferred Contractor.

Council can alter, amend or vary the terms of the Tender at any time, including (without limitation) during negotiations.

Council for the avoidance of doubt may exercise its rights under this clause and elsewhere in this Tender at any time and in its absolute discretion, unless this Tender expressly provides otherwise.

### **Conflict of Interest**

Contractors must include in their Tender details any known circumstances that may give rise to an actual or potential conflict of interest with Council in responding to this Tender or in the provision of the goods or services.

If at any time after the Tender is submitted to Council, an actual or potential conflict of interest arises or may arise for any Contractor, that Contractor must immediately notify Council. Council may, in its absolute discretion:

Council can enter into discussions to seek to resolve such conflict of interest if they choose too.

Council can disregard the Tender submitted by such a Contractor or take any other action as it considers appropriate.

## **Ethical Behaviour**

Bland Shire Council expects all its representatives, staff and Councillors to behave ethically and abide by a written Code of Conduct. The Council also expects private industry and its representative to maintain similar standards of ethical conduct in their dealings with Council.

The code of conduct can be found at [www.blandshire.nsw.gov.au](http://www.blandshire.nsw.gov.au) or on request from Council.

Bland Shire Council's principles on business ethics establish obligations and standards of behaviour by contractors and Council staff.

The principles of business ethics are:

- Persons must conduct the procurement process with honesty and fairness,
- Council staff will ensure that prospective contractors and suppliers are afforded equal opportunity to tender for all applicable goods and services,
- Council staff will adhere to all aspects of the procurement policy including the procedures pertaining to the Tender process,
- Contractors or suppliers are not to canvass Councillors or Council staff in respect to gaining an advantage over other contractors or suppliers for the supply of a good or service to Council,
- Council staff must not by virtue of their position accept or acquire for a personal advantage any gifts, 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 contractor or supplier to pay a gift or benefit for receipt of advice,
- Council staff are not to disclose a competitor's price to any prospective Contractor,
- Contractors are to give their best price up front,
- Any person with a conflict of interest must declare that interest as soon as that person knows of the conflict of interest,
- In order to protect the commercial interests of all persons, there shall be no disclosure of confidential or property information. Council staff are only permitted to disclose information in the course of official Council business.

## **Value for Money**

Council makes its purchasing decisions based on value for money. Value for money is determined by considering all the factors, which are relevant to a particular process. For example, quality, reliability, timeliness, service, initial and ongoing costs are all factors, which can make a significant impact on benefits and costs. Value for money does not mean 'lowest price'. However, the lowest price bid might offer best value if it meets other essentials such as quality and reliability.



### **False or Misleading Claims**

If a Contractor is found to have made false or misleading claims or statements or obtains improper assistance, Council may reject that Contractor's Tender from any further consideration, or if the contract has been awarded, may terminate the contract.

Contractors should be aware that giving false or misleading information is a serious offence under the Criminal Code Act 1995.

### **Collusive Tendering**

Contractors and their officers, employees, agents and advisors must not engage in any collusive Tendering, anti-competitive conduct or any other similar conduct with any other Contractor or person in relation to the preparation or lodgement of their Tender.

### **How to Deal with Concerns Regarding Ethical Behaviour**

Staff and Councillors of Bland Shire Council or those in the employ of a supplier, consultant or contractor who are concerned that a breach of the law or of ethical conduct may have taken place, should discuss the matter with Bland Shire Council's Director of Engineering Services on (02) 6972 2266

If an apparent breach of any agreed standard of ethical conduct is identified, then the matter should be immediately brought to the attention of Bland Shire Council's Director of Engineering Services on (02) 6972 2266.

## **9 PARTICULAR POLICY REQUIREMENTS**

### **Freedom of Information**

Contractors should note the operation of the NSW Government Information (Public Access) Act 2009, which gives members of the public the right of access to documents in the possession of Council and its agencies.

Contractors should obtain their own independent professional advice on the impact of this Act on their participation in the Tendering process.

Council is obliged to protect personal information in accordance with the NSW Privacy and Personal Information Protection Act 1998 (Privacy Act). Council reserves the right at any time not to disclose any information that is subject to, or that Council reasonably believes could be subject to, protection under the Privacy Act.

Contractors must comply with applicable obligations under the Privacy Act.

If Council discloses any personal information to a Contractor, they must also comply with the Privacy Act, to which Council is subject, in relation to that information.

## **10 TENDER ASSESSMENT**

### **Assessment objective**

Council will assess Tenders to identify the offer that it considers to provide the most advantageous outcome and is fully capable of meeting Council's requirements.

Without limitation, each Tender will be assessed to determine each Contractor's relative ability to satisfy the overall requirement, while achieving a high standard of performance at a competitive cost and at an acceptable risk.

Contractors are required to provide access to any information Council considers reasonably necessary in order to evaluate the reasonableness of their Tendered prices. This information will not be disclosed to other Contractors, or other persons with whom Council negotiates with a view to meeting Council's requirements.

### **Evaluation Process**

Council will establish an evaluation committee to oversee and manage the evaluation process.

The evaluation committee may include external advisers and third parties. Council may make available to advisers and third parties a copy of any Tender for the purposes of evaluation.

The evaluation committee proposes to use the following evaluation methodology:

- Percentage weighted on non-priced criteria.
- Percentage weighted on price.

Each Tender will be examined and evaluated against the same evaluation criteria.

Tenders which, in the opinion of Council, meet the requirements to a greater degree may be shortlisted for further evaluation.

The evaluation committee will make a recommendation concerning the preferred Contractor or Contractors.

All selection decisions will be made by Council having regard to the evaluation committee's recommendations and any other matter Council considers relevant.

All decisions by Council regarding Tender selection will be final and no discussions will be entered into with the Contractors.

### **Initial Assessment**

Each Tender lodged with Council in response to this Tender will be initially assessed to ensure that:

- The Tender has been submitted by the Closing Time,
- At the time of opening the Tender, the Tender meets the minimum format and content requirements specified in this Tender, and includes all required information, statements, certifications and declarations.

### **Rejection after Initial Assessment**

If Council does not consider that the Tender satisfies the initial assessment requirements, Council will:

- Not consider the Tender any further and reject the Contractor from further participation,
- Notify the Contractor that it has been rejected from participating on the basis of the initial assessment of its Tender,
- Provide a written explanation for rejection to the Contractor, upon request.

### **Short listing Process**

A short listing process may occur in which Council may, at its absolute discretion, exclude a Tender from further consideration at any stage of the Tender process if:

- It is found not to comply with the terms and conditions of the Tender process,
- It is evaluated as not meeting or addressing a criteria,
- If it is found to be unacceptable in terms of effectiveness against the evaluation criteria,
- It is evaluated as representing a greater than acceptable cost/price in the financial assessment,
- It is found to represent unacceptable risk to Council,
- It is evaluated as not achieving a satisfactory standard, determined by Council in its absolute discretion.

### **Security, Probity, Risk and Financial Checks**

Council reserves the right to perform such security or financial checks and procedures as Council considers necessary in relation to the Contractor, its officers, employees, partners, associates or related entities (including consortium members and their officers or employees if applicable). These checks may include (without limitation) ascertaining risk associated with each Contractor in relation to:

- Financial viability,
- Corporate history,
- Significant litigation (past, present or pending),
- Past performance,
- Experience, qualifications and skills of resources,
- Other issues of risk.

Each Contractor agrees to provide, at its cost, all reasonable assistance to Council in this regard.

### **Contractor Presentation**

Council may request selected Contractors to present the key aspects of their Tender and clarify information in a presentation to the evaluation committee.

### **Post-Tender Contract Negotiations**

Council may select any number of Contractors with whom it will negotiate with a view to selecting a contractor(s).

During those negotiations Council may seek variations to a tender or supplementary information, to address any variation.

The above must comply with Division 4 Clause 178 (Acceptance of tender) of the Local Government (General) Regulation 2005.

### **Acceptance of Tender**

Council will not necessarily accept the lowest or any tender.

All Contractors will be informed in writing of the outcome of their tender once Council has reached a decision.

### **Unsuccessful Contractors**

Unsuccessful Contractors may request in writing:

- A statement of the reasons their tender was unsuccessful,
- An opportunity to be debriefed.

The content of any debriefing is in Council's absolute discretion.

## **11 ACTS, CODES & LEGISLATION MENTIONED IN THIS TENDER**

If an updated or replacement document is enacted, then that document will prevail over the document mentioned in the Tender.

## **12 REGISTERED CONTRACTOR**

Bland Shire Council has an approved Contractors register and if the successful contractor is not currently an approved contractor, they will have to contact Bland Shire Council's Human Resources Department and complete all necessary details and gain approval prior to commencing works.

## **13 CONTRACTOR BRIEFING**

The preferred Contractor will have to attend an induction onto the site as part of the site handover prior to commencement of works.

## **14 INSURANCE**

The preferred Contractor will be required to have in place insurance arrangements appropriate to provision of the requirement in this Tender, including (without limitation) professional indemnity insurance, public liability insurance, product liability insurance and workers compensation insurance.

With regard to the policies, they shall:

- Be in the joint names of the parties, (Contractor and Bland Shire Council)
- Cover the: respective rights and interests; and liabilities to third parties.

Of the parties, the Contract Manager and subcontractors from time to time, whenever engaged in the Contract.

Cover the parties' respective liability to each other for loss or damage to property and the death of or injury to any person (other than liability which the law requires to be covered under a workers compensation insurance policy).

Be endorsed to cover the use of any construction plant not covered under a comprehensive or third party motor vehicle insurance policy;

Provide insurance cover for an amount in respect of any one occurrence of not less than the sum of \$20,000,000.

Any insurance required to be effected in joint names in accordance with the Contract shall include a cross liability clause in which the insurer agrees to waive all rights of subrogation or action against any of the persons constituting the insured and for the purpose of which the insurer accepts the term 'insured' as applying to each of the persons constituting the insured as if a separate policy of insurance had been issued to each of them (subject always to the overall sum insured not being increased thereby).

## 15 WORK HEALTH AND SAFETY

The Contractor warrants that it has developed and will implement and review a Work Health and Safety program to fulfil its obligations under the WHS Act and shall provide supporting information on the following:

- Quality management system,
- Environmental system,
- WHS and risk management system,
- Risk assessment process,
- Relevant licences, WorkCover certificates or other qualifications as required.

The Contractor warrants that their staff and subcontractors have and will maintain the relevant licences or qualifications as required.

The parties acknowledge and agree that: during the performance of the Work and its other applications under the Contract, the Contractor must comply with and ensure that all persons for who it is responsible (including subcontractors) comply with all WHS requirements.

The Contractor must comply with any direction of the Council's Representative following a perceived breach of a WHS requirement at the Site.

If the Contractor fails to comply with an obligation, the Council may perform, or have performed, the obligation on the Contractor's behalf and recover from the costs and expenses incurred as a debt.

In addition to complying with all WHS Requirements, the preferred Contractor must comply with the Council's work health, safety procedures.

The Contractor must give priority to ensuring safe work practices in relation to the Contract.

The Contractor acknowledges that it has been informed by Council of its "duty of care" with respect to the Contract's work health and safety requirements and procedures and warrants that it will comply with such requirements and procedures.

In the event that Council discovers an unsafe practice or a breach of WHS Requirements or the Contract's requirements, then in addition to any other rights under the Contract, Council may immediately suspend the work associated with the unsafe practice or breach. The suspension will not be lifted until the work area is made safe, the unsafe practice removed or the breach rectified. All direct costs under this Clause will be borne by the Contractor.

## **16 WORKPLACE RELATIONS**

All Contractors will be required to comply with the relevant provisions of applicable legislative requirements, awards and workplace arrangements, including without limitation:

- Workplace/industrial relations legislation,
- Workers compensation legislation,
- Equal employment opportunity legislation.

## **17 DISPUTE RESOLUTION**

The parties agree that any dispute arising during the course of this Contract will be dealt with as follows:

- The party claiming that there is a dispute will send to the other a notice setting out the nature of the dispute,
- The parties will try to resolve the dispute by direct negotiation, including by referring the matter to persons who may have authority to intervene and direct some form of resolution,
- The parties have 10 business days from the receipt of the notice to reach a resolution or to agree that the dispute will be submitted to mediation or some other form of alternative dispute resolution procedure.

### **Termination for Default:**

Where a party fails to satisfy any of its obligations under this Contract, the other party may:

- Consider that the failure is not capable of remedy – by notice, terminate this Contract immediately,
- Consider that the failure is capable of remedy – by notice, require that the failure be remedied within a time specified in the notice (being not less than seven days).

If the failure is not remedied in accordance with a notice given by further notice, terminate this Contract immediately.

The Council may also, by notice, terminate this Contract immediately (but without prejudice to any prior right of action or remedy which either party has or may have).

Being a corporation, comes under one of the forms of external administration referred to in chapter 5 of the Corporations Law, or an order has been made for the purpose of placing the corporation under external administration or being an individual becomes bankrupt or enters into a scheme of arrangement with creditors.



## **18 SPECIFICATION OF WORKS**

All relevant and specific requirements, scope of works and project details are to be provided in conjunction with this document.

The specification of works is for the Construction of Civil Works – Proposed Industrial Subdivision, West Wyalong.

### **Work to be undertaken by the Contractor**

It is the responsibility of the Contractor to ensure that they have the ability and understanding to undertake all requirements of the contract to a satisfactory standard and that site, weather and any other conditions that may otherwise not be mentioned are accounted for and factored in the submission documents.

### **Commencement**

The Contractor is expected to commence working 4 September 2023 or shortly thereafter.

### **Security**

The Contractor shall ensure works are undertaken with minimal disturbance to the Environment.

No persons other than the Contractors employees shall be permitted to be within the construction site during the execution of the contract other than authorised Council employees.

All employees of the Contractor who are under the age of eighteen (18) years shall be accompanied at all times by an adult over the age of eighteen (18) years.

### **Damage and Defects**

The Contractor shall notify the Council of any defects or damage caused or identified during the execution of this contract. This notification shall take place as soon as practicable but no later than the following working day.

Damage or defects representing an immediate risk to life, health or property are to be immediately reported to Council's emergency 24 hour service.

The Contractor shall compensate the Council or meet all claims of the Council for any loss or damage to any part of Council's property as a result of neglect or a deliberate or careless act on the construction site by the Contractor, the Contractors employees or any person on the construction site with the Contractors consent.

The Council's representative may instruct the Contractor to carry out work on an urgent basis, including rectification of earlier work and rectification of damage caused by the Contractor. In these cases, the Contractor shall comply with the instructions of the Council's representative.

**Equipment, materials and consumables**

The Contractor shall supply all equipment and materials as required in the execution of this Contract. The Contractor, during the performance of work under the Contract, shall use only appropriate equipment and materials.

## **19 NON-TECHNICAL REQUIREMENTS**

### **Meetings**

It is a requirement of this Tender for the successful Contractor to attend a Pre – Work commencement meeting to ascertain all works needed to deliver the Contract.

Council will nominate a Contract Manager who will be responsible for liaising with the contract provider in relation to management of the contract.

The contract provider(s) will be required to nominate a senior executive as the primary point of contact with Council and who will be responsible for the management of the contract as a whole and for liaising with Council's Contract Manager.

## 20 SCOPE OF WORKS

The works of this contract are associated with the construction of a new industrial subdivision located in West Wyalong. The drawings that form part of this contract are provided.

This contract is for the construction of civil works associated with the proposed 6 lot industrial subdivision in West Wyalong off Central Road, and includes all earthworks to lots and roadways, the construction of sealed roads including kerb and channel, storm water drainage and treatment basins.

Construction of Civil Works includes all associated works required for Lots 1 to 6,

Works include but are not limited to the following:

- Site set out;
- Erosion and sediment control measures;
- Site clearing and grubbing;
- Traffic control as required during construction;
- Removal, stockpiling and respreading of top soil;
- Earthworks including removal stockpiling and replacement of topsoil, removal and replacement of selected uncompacted site fill, importation of additional fill materials, excavation and filling and compaction as required for construction;
- Construction of storm water drainage including pipework and drainage structures;
- Construction of retaining walls related to the storm water treatment basins;
- Construction of public road and private access pavements including gravel pavements and asphaltic surfacing; and
- Linemarking and signage.

All works are to be undertaken in accordance with relevant Australian Standards, Aust-road guidelines, Safety in design requirements, standard industry practice, project drawings and design notes along with written onsite instructions provided by the Council or Councils Representative.

## **21 SITE CONDITIONS**

The current site ranges from approximately RL 248 to RL 251, there is existing vegetation and drainage channels.

## **22 PRE-COMMENCEMENT REQUIREMENTS**

The Contractor is to submit to Council for review and approval prior to the commencement of works site specific project plans including:

- Project Environmental Management Plan (PEMP)
- Traffic Management Plan (TMP)
- Project Work Health and Safety Management Plan (PWSMP)

## **23 ENVIRONMENTAL CONSIDERATIONS**

The Contractor is to prepare a PEMP and maintain a copy on site during all site works. It should include but not be limited to offsite impacts such as transport routes, site security, environmental health and safety, water management, waste management, dust suppression, noise and vibration controls.

The Contractor shall comply with all legislation relating to the protection of the environment including Local Government ordinances and the requirements of the Environmental Protection Authority. The Contractor shall provide adequate supervision of the work to ensure that the environmental legislative requirements are strictly observed. Before commencing the work under the Contract, the Contractor shall identify the environmental risks associated with the work and shall develop strategies and systems to manage these risks. The strategies shall include adequate training of the Contractor's on-site personnel in environmental awareness and risks. All work shall be undertaken so as to avoid damage to the environment.

Herbicides or other toxic chemicals shall **not** be used without the prior written permission of the Superintendent.

The Contractor shall plan to carry out the whole of the works to avoid erosion, contamination and sedimentation of the site, surrounding country, watercourses and streams.

## **24 TRAFFIC MANAGEMENT**

The Contractor is to prepare a TMP prior to the commencement of works.

The Contractor shall ensure that traffic management complies with this plan or approved amendment issued by the TMP's author.

## **25 SAFETY MANAGEMENT**

A monthly Work Health and Safety Management report shall be submitted to Council with each progress claim, signed by the Contractor's Representative, detailing implementation of Risk management, WHS Training, Incident Management and Safe Work Method Statements, and including the information listed below, as evidence of the implementation of the PWSMP during the previous month.

- Contract details – the names of the Contract, Contractor and Contractor's representative, the report date and the period covered.
- Implementation of Risk management – summary of WHS inspections and reviews carried out to identify risks and hazards and ensure risk management controls are being implemented for:
  - Plant and equipment
  - Incoming products
  - Worksite conditions
  - Adherence to and completeness of Risk Assessments, and Safe Work Method Statements
  - Worksite access and exits
  - Personal protective equipment.
- Implementation of WHS training – an up to date copy of the Induction Register and details of WHS training carried out.
- Implementation of Incident management – details of:
  - Any WHS incidents or WHS issues, including non-compliance with WHS processes and procedures and near misses;
  - Implementation of incident management;
  - Implementation of corrective action; and
- Implementation of Safe Work Method Statements – an up to date copy of the register of Safe Work Method Statements, including confirmation that the principal contractor has ensured that all Safe Work Method Statements comply with the WHS Regulation and that their implementation is being monitored.

## **26 SITE ACCESS AND ADJACENT PROPERTY**

Where vehicles are entering or leaving the work site, adequate provision for traffic shall be provided in accordance with AS 1724.

Adequate vehicular access shall be maintained to adjacent properties at all times. Entrances for pedestrians shall be restored to a condition equal to that previously existing.

Where adjoining property fences are disturbed or destroyed, restoration shall be carried out by the Contractor at their expense to a condition which is equal to that previously existing.

## **27 NOTICE TO LOCAL AND PUBLIC AUTHORITIES**

The Contractor shall notify all relevant Local and Public Authorities of any construction carried out under this Contract that may affect the various authorities.

Such notice shall include the requirements of the local Council for undertaking inspection of the work in progress. The Contractor shall be fully responsible for making themselves aware of Council's requirements in this regard and for making all necessary provisions for such Council inspections.

No claim whatsoever will be considered for delays or costs incurred by the Contractor for having failed to become fully aware of the Local and Public Authority requirements.

## **28 APPROVED DRAWINGS AND SPECIFICATIONS**

The Contractor shall be provided with a copy of the approved Drawings, which shall be kept on site at all times throughout the construction period.

These drawings shall be protected from damage and made available for reference whenever required by Council personnel.

The Contractor's attention is drawn to the nominated hold points, testing requirements and approvals. It shall be the Contractor's responsibility to ensure these construction criteria are met.

## **29 TRADE NAMES**

When trade or propriety names, brands, catalogue or reference numbers are nominated on the drawings or in the specification, sole preference to any particular material or equipment is not intended and the Contractor shall be at liberty to supply substitute material or equipment of identical characteristics of type, quality, appearance, finish, method of construction and or performance for the approval of the Council.

The Contractor shall obtain written approval of Council before supplying substitute material or equipment.



### **30 PUBLIC UTILITIES AND OTHER FACILITIES**

Attention is directed to the possible existence of underground facilities not shown on the project drawings, or at the localities or elevations different from those shown on the project drawings. The Contractor shall be responsible to ascertain the exact location of each underground facility prior to undertaking any work that may damage such facility.

### **31 VEGETATION**

Necessary clearing and grubbing shall be in accordance with all related approvals.

### **32 WATER QUALITY**

The Contractor shall comply with the requirements of the *Clean Water Act* and such other statutory requirements as may be appropriate in regard to the quality of water leaving the site and discharging to downstream catchments.

The Contractor shall construct and maintain appropriate erosion and sediment measures throughout the period of construction and for a six-month period after completion of the construction works.

### **33 CONTRACTORS FACILITIES**

Storage of plant and equipment on site shall be the sole responsibility of the Contractor.

The storage of plant and equipment within a designated compound area is subject to approval of Council with respect to environmental issues. All other issues including equipment, fuel, workshop, shelter, toilet and operational facilities shall be the responsibility of the contractor.

Upon completion of works, the Contractor shall restore the site compound to an acceptable standard.

### **34 SURVEY SET-OUT**

The Contractor shall supply Survey Control for the project including placement of pegs for set out of:

- Fill levels for bulk earthworks
- Road centerline and Kerb Returns including alignment and levels
- Storm water pits locations
- Sewer manhole locations and levels

The Contractor shall at their own expense set out the Works correctly in accordance with the Contract and shall provide all instruments and materials necessary for that purpose.

If at any time during the progress of the work, any error is discovered in the position, level, dimensions or alignment of any part thereof, the Contractor shall immediately notify the Council and shall, unless the Council otherwise directs, rectify the error in accordance with the General Conditions of Contract.

The Contractor shall preserve and maintain in their true position all State Survey Marks (SSM) and Permanent Marks (PM) whether or not the marks are to be used for the purpose

of setting out, checking or measuring the work under the Contract. Should any SSM or PM be disturbed or obliterated, the Contractor shall immediately notify the Council and shall arrange for a registered surveyor to rectify such disturbance or obliteration. Unless the disturbance or obliteration has been caused by the Principal, the Principal's employees or agents, the cost of rectification shall be borne by the Contractor.

Such notice shall include the requirements of the local council for undertaking inspection of the work in progress. The Contractor shall be fully responsible for making themselves aware of Council's requirements in this regard and for making all necessary provisions for such Council inspections.

## **35 TEMPORARY SERVICES**

### ***Water***

If required, the Contractor shall arrange for supply of all water required for the construction of the works and pay all charges and fees imposed by the water supply authority for the supply of water.

### ***Electricity***

If required, the Contractor shall arrange for connection and provision of any electricity supply required for the construction of the works and pay all charges and fees imposed by the electricity supply authority for such connection and provision of electricity.

### ***Sanitary***

The Contractor shall provide additional adequate and clean sanitary facilities for use by all persons employed on the Site and connect to existing sewers, if available. If any additional facilities are required, the Contractor shall arrange for the required facilities at their expense.

The Contractor shall disconnect, clear away and remove the sanitary facilities upon practical completion.

## **36 SOLID, LIQUID AND GASEOUS CONTAMINANTS**

The Contractor shall give written notice to Council 14 days prior to any toxic substances entering the Site, comply with statutory requirements and take proper precautions to keep poison and other injurious substances in places secured against access by unauthorized persons, children and animals.

The Contractor shall dispose of all solid, liquid and gaseous contaminants in accordance with all statutory requirements and to locations off Site.

The Contractor shall service and maintain vehicles and machinery at locations approved by Council.

## 37 ACCEPTANCE TESTING OF WORKS

### *General*

The Contractor shall arrange for an approved testing authority to undertake the testing of earthworks, road subgrades, pavements and concrete slabs, and shall comply with the testing methods and frequencies specified herein.

### *Testing Authority*

- All acceptance testing shall be carried out by a testing authority certified by the National Association of Testing Authorities (NATA) to conduct the specified tests.
- Test results shall be endorsed by the NATA certified authority which conducts the tests.
- The authority conducting the test shall submit a copy of the test result(s) and/ or report direct to Council with the original sent to the Contractor.
- The Contractor shall supply full details of the testing requirements in the Contract to the testing authority, prior to commencement of work under the Contract.
- The Contractor shall supply a copy of the Contractor's letter commissioning the testing authority to Council within seven days of the start of the commission.

### *Testing*

- The Contractor shall liaise with the testing authority and arrange for all acceptance testing.
- The Contractor shall, unless agreed or stated otherwise in the Specification give one clear working day written notification to Council before carrying out acceptance testing.
- Tests and/ or samples shall be representative of the work or material which is being tested for quality and/ or acceptance.

### **38 INSPECTIONS**

Unless otherwise agreed or stated otherwise in the Specification, the Contractor shall give one clear working days' notice to Council, in writing, of the construction operations which require examination, inspection or testing under the Contract.

### **39 WORKS AS EXECUTED**

Notwithstanding Clause C101.11 of Specification C101 "Development Construction – General, Project Specific Information", the production of works-as-executed drawings does not form part of the Contract. This work shall be undertaken independently by others. The results of the works-as-executed survey may be used to review those areas where the construction does not meet the required construction tolerances.

### **40 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 Council.

### **41 MAINTENANCE DURING DEFECTS LIABILITY PERIOD**

The Contractor shall maintain the work under the contract for the whole of the defects liability period (12 months).

Maintenance shall include, but not be limited to:

- Reinstatement of any subsidence in fills, trenches and excavations.
- Repair of any erosion or other damage caused to any item of the work by the flow or passage of water on, over or through the Site.
- Reconstruction of any portion or item of the work which has deteriorated or no longer conforms to the Specification.

## **42            GENERAL REQUIREMENTS**

### *Construction times*

Construction work must not unreasonably interfere with the amenity of the neighborhood. Hours of work involving construction noise audible on adjoining premises shall be restricted to:

- Monday to Friday, from 7am to 6pm
- Saturday, from 8am to 1pm
- No construction work to take place on Sundays or Public Holidays.

### ***Construction Noise***

Construction noise is to be limited as follows:

- For construction periods of four weeks and under, the L10 noise level measured over a period of not less than fifteen minutes when the construction site is in operation must not exceed the background level by more than 20 dB(A).
- For construction periods greater than four weeks and not exceeding twenty-six weeks, the L10 noise level measured over a period of not less than fifteen minutes when the construction site is in operation must not exceed the background level by more than 10 dB(A).

### ***Disposal of Material***

On site disposal by burning of cleared or excess material will not be permitted.

All construction rubbish is to be contained on the site in a 'Builders Skips' or an enclosure. Footpaths, road reserves and public reserves are to be maintained clear of rubbish, building materials and all other items.

Material from the site of the Works shall be disposed of by transporting to Richmond Valley Council's waste disposal facility. The Contractor shall meet all costs associated with such disposal.

Disposal to any facility or location other than the above must be to an approved waste disposal operation. In the alternative, development consent must be obtained by the Contractor for the disposal of material to any other facility or location.

Spoil is surplus material from excavations under the Contract which is not required to complete the Works as specified, or material from excavations under the Contract whose quality renders it unacceptable for incorporation in the Works. Excavated material not reusable as filling or the like and any fill excavated containing building rubbish is to be removed from the site and disposed of to an approved waste disposal location.

### ***Dust Control***

The Contractor shall have particular regard to the extent of bulk earthworks involved in the Work and the associated requirement to implement and maintain appropriate and effective dust control measures.

Dust control shall be carried out by the Contractor to the complete satisfaction of Council. The Contractor shall submit in writing details of the proposed dust control measures for the approval of Council. The implementation and maintenance of the measures as approved by Council shall be strictly adhered to by the Contractor.



#### **43 OTHER CONTRACTORS**

Other contractors may be working on the site during the period of this Contract. It shall be the contractor's responsibility to liaise with all contractors and ensure that any interference between adjacent works are kept to a minimum, and that all contractors are informed when works (that may affect other contracts) are proposed to be implemented.

#### **44 PROTECTION OF EXISTING VEGETATION**

Trees and vegetation to be retained shall be protected by a fence to minimize disturbance to existing ground conditions within the dripline of the vegetation. The fence shall be constructed as follows:

- With a minimum height of 1.2 m;
- Outside the dripline of the tree or vegetation;
- Of steel star pickets at a maximum spacing of 2 m;
- Using a minimum of 3 strands of plain steel wire.

## **45 EROSION AND SEDIMENT CONTROL WORKS**

Temporary erosion and sediment control measures are to be in accordance with job construction specifications.

Sediment and erosion control measures must be maintained at all times until the site has been stabilized by permanent vegetation cover or hard surface.

## **46 EARTHWORKS**

The work to be executed under this part of the specification includes:

- Removal of topsoil;
- General earthworks, which comprises all activities and quality requirements associated with site regrading, excavation, haulage of material and filling to the extent defined in the Drawings and Specification;
- Removal and replacement of any unsuitable material from below the work defined for general earthworks; and
- Any spoil or borrow activities associated with general earthworks.

The Contractor shall undertake all inspection and testing necessary to demonstrate that the quality requirements of this specification have been achieved. All earthworks are to be carried out in accordance with job construction specifications.

Filling works shall be carried out in accordance with AS 3798. Level 1 testing and certification of all appropriate filling shall be carried out. The Contractor shall provide written proof that the fill works have been placed in accordance with Level 1.

### ***Nature of Earthworks Materials***

The Contractor shall be responsible for any assumptions made in relation to the nature and types of materials encountered in excavation and the bulking and compaction characteristics of the materials incorporated in filling operations.

Fill materials shall be sound clean materials of reasonable standard and free from large rock, organic matter and other debris and capable to being placed and compacted to the requirements specified.

### ***Protection of Earthworks***

The Contractor's responsibility for care of the Works shall include the protection of earthworks.

Prior to commencement of earthworks operations, the Contractor shall install and maintain effective erosion and sedimentation control measures to the approval of Council.

Adequate drainage of all working areas shall be maintained throughout the period of construction to ensure run-off of water without ponding, except where ponding forms part of a planned erosion and sediment control system.

When rain is likely or when work is not proposed to continue in a working area on the following day, precautions shall be taken to minimise ingress of any excess water into earthworks material. Ripped material remaining in cuts and material placed as fill shall be sealed off with a smooth roller.

Should in-situ or stockpiled material become over-wet as a result of the Contractor not providing adequate protection of earthworks, the Contractor shall be responsible for replacing and/or drying out the material and for any consequent delays to their operations.

### ***Filling around Trees and Vegetation***

No filling is to be placed within the dripline of a tree/s and vegetation to be retained so as to cause changes in surface level by more than 50 mm from the existing level. Such placed soil shall not be compacted. Such soil/fill shall be finer than that being covered in situ.

## **47 PAVEMENT AND SURFACING**

The work to be executed under this part of the specification includes the supply, placing, compaction and trimming of flexible pavements and surfacing.

- All pavement materials and construction shall be in accordance with Specification.
- Asphalt surfacing shall be constructed in accordance with Specification.
- The Contractor is to undertake CBR testing of subgrade to confirm pavement design and any depth changes to be paid as a variation.

## **48 CONCRETE WORKS**

The work to be executed under this part of the specification includes the supply and construction of drainage structures, and kerbs and gutter.

- Drainage structures are to comply with Specification. Concrete strength shall be in accordance with Specification.
- Kerb and Gutter are to comply with Specification.
-

## **49 SIGNAGE**

All signage shall be supplied and erected in accordance with Specification.

## **50 REINSTATEMENT**

Prior to the issue of a Certificate of Practical Completion, all surplus material and rubbish shall be removed and the whole of the site left clean and neat in appearance. Any road pavement or footpath disturbed or destroyed during construction shall be reinstated to a condition at least equal to that existing before commencement of operations.

Similarly, the whole work area shall be left in a neat and tidy condition at the end of the Defects Liability Period.

The Contractor shall ensure that deleterious material deposited as a result of the work is removed from site completely.

**51 TENDER RESPONSE**

**Form of Tender**

**Contract**

I/We the undersigned do hereby tender to undertake the works under the Contract briefly described above and to supply all materials and labour and everything of every kind respectively named shown described referred to or implied in the Conditions of Contract and the Specification of the work for the sum of:

.....(\$.....)

(Total amount from the Total of Schedule 19.2 including GST)

And to bring the Works to practical completion within the period negotiated between the Contractor and Bland Shire Council in accordance with AS 2124 – 1992 General Conditions of Contract and Annexure.

Dated this.....Day of.....2013

Full name of Contractor...

Australian Company Number (A.C.N.)...

Australian Business Number (A.B.N.)...

Registered office/business address...

.....

Telephone No.

Facsimile No.

If a firm, the names and addresses of the individual members are:

(1) .....

(2) .....

Name and position of person submitting Tender for and on behalf and with the authority of the Contractor:

Name: .....Position:.....

Telephone No:..... Facsimile No:.....

Signature of person submitting Tender:.....

Witness:.....

Address of Contractor for service of notices:

.....

.....

## Schedule of Prices & Technical Information

**Pricing Schedule (inclusive of all works related to contract, please itemise quantities)**

<b>Item</b>	<b>Description</b>	<b>Price \$ (ex GST)</b>
1.	Demolish/clearing/grubbing	
2.	Storm water/drainage	
3.	Earthworks	
4.	Pavement works and materials	
5.	Concrete works and materials	
6.	Rock and mattress structures	
7.	Fencing/signs/guide posts	
8.	Erosion and sediment control	
9.	Landscaping	
10.	Line marking	
	Total	
	GST	
	Total (Inc GST)	





**Details of Current & Previous Contracts**

	Brief Description	Location	Value	Commencement	Completion
CURRENT					
PREVIOUS					

The above schedule shall contain the following information:

A list of current works, works during the previous three years, brief description of works, location, their value and expected completion dates.

Contractors Name: \_\_\_\_\_ Signed: \_\_\_\_\_ Date: \_\_\_\_\_

## Quality & Environmental Systems

### Quality Systems

Contractors are to indicate attainment of the following;

1. No documented Quality Systems
2. Quality Systems currently being documented
3. Outline of Quality System attached
4. Quality Manual attached
5. Full Quality Accreditation
6. Quality Manual previously submitted with

Additional information may be requested during the Tender assessment period.

### Environmental Systems

Contractors are to indicate attainment of the following;

1. No documented Environmental Systems
2. Environmental Systems currently being documented
3. Outline of Environmental System attached
4. Environmental Manual attached

Additional information may be requested during the Tender assessment period.

Contractors Name: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

## Contractor WHS Questionnaire

1. How many staff does your company employ? \_\_\_\_\_
  
2. Do you have any of the following insurances?  
*(If yes, please provide copy of current certificate of currency)*
  - Public Liability Insurance  Yes  No  N/A
  - Workers Compensation Insurance  Yes  No  N/A
  - Personal Accident & Injury Insurance  Yes  No  N/A
  - Professional Indemnity Insurance  Yes  No  N/A
  
3. Will you engage sub-contractors at any stage throughout the Contract period?  Yes  No  N/A
  
4. Is there a written company health and safety policy?  Yes  No  N/A  
*(If yes, please provide copy)*
  
5. Is there a company WHS Manual?  Yes  No  N/A  
*(If yes, please provide copy)*
  
6. At an organisational level, are the health and safety responsibilities clearly defined for all levels of staff?  Yes  No  N/A
  
7. Has the organisation prepared safe working procedures for all of its operational activities relevant to this contract?  Yes  No  N/A  
*(If yes, please provide copy)*
  
8. Has the organisation an incident investigation procedure?  Yes  No  N/A  
*(If yes, please provide copy)*
  
9. Are there procedures for maintaining, inspecting and assessing the hazards of plant operated / owned by the organisation?  Yes  No  N/A  
*If yes, please provide details:*

.....

10. Are there documented procedures for storing and handling hazardous substances?  Yes  No  N/A

*(If yes, please provide copy)*

11. Does the organisation have a hazardous substances register?

Yes  No  N/A

*(If yes, please provide copy)*

12. Are there procedures for identifying, assessing and controlling risks associated with manual handling?  Yes  No  N/A

*(If yes, please provide copy)*

13. Indicate WHS training activities undertaken by your organisation.

.....  
.....  
.....

14. Has your organisation an WHS induction program for employees and subcontractors? *If yes, please provide details*  Yes  No  N/A

.....  
.....  
.....

15. Does your organisation have a system in place to ensure that employees hold current and correct licences and tickets?  Yes  No  N/A

*If yes, please provide details:*

.....  
.....  
.....

16. Is there a policy for regular health and safety inspections at worksites?

Yes  No  N/A

17. Have workplace checklists been developed to conduct health and safety inspections?  Yes  No  N/A

18. How can your employees report workplace hazards at their workplaces?

.....  
.....

19. Are there agreed arrangements for on-site WHS consultation?

Yes  No  N/A

*If yes, please provide details:*

.....  
.....

20. Is there a WHS Committee for the organisation?  Yes  No  N/A

23. Do senior management review reports from the WHS Committee?  Yes  No  N/A

24. Is there a system for recording and analysing health and safety performance statistics?  Yes  No  N/A

25. Are employees regularly provided with information on company health and safety performance?  Yes  No  N/A

26. Has the company ever been convicted of a WHS offence?  Yes  No  N/A

**References**

It is Council policy to seek references from Contractors. Could you please co-operate by providing the following information on recent contracts completed by the organisation. If unable to provide information please contact Council.

	Contract 1		Contract 2		Contract 3	
Type of Contract						
Duration of Contract						
Client						
Contact						
Phone No						
Number of lost time injuries						
Total days lost due to injury						
Were any WorkCover Notices issued during contract?	Yes	No	Yes	No	Yes	No
If Yes supply a copy or details						

The information provided in the work health and safety questionnaire is considered to be an accurate description of the Contractor’s workplace health and safety management system.

**CONTRACTOR**

Name: .....

I confirm that I am authorised to provide the above information and to my knowledge is true and correct.

Name:.....

Position:.....

Signature:.....Date:.....

**Sub Contract Works**

The Contractor is to advise the nature and extent of work proposed to be sub-contracted. The names of any proposed sub-contractors should be listed.

<b>Nature and Extent of Work to be Sub-Contracted</b>	<b>Proposed Sub-Contractor</b>

Name:

\_\_\_\_\_

Signed:

\_\_\_\_\_

Date:

\_\_\_\_\_

### Statement of Conformance

The Contractor is to signify whether or not its Tender conforms to the requirements by striking out below \*\* that which is not applicable.

This Tender \*\* **does/does not** conform.

Should the Tender not conform with the requirements of the Tender Documents, the Contractor shall list below all areas of non-conformance and the reasons for such non-conformance and shall value \* each such non-conformance so that in the event of the non-conformance being deemed unacceptable, the contract sum can be adjusted accordingly. If the non-conformances are not priced and are determined to be unacceptable, the Tender may not be further considered.

Area of Non-Conformance and Reason	Value of Non-Conformance (\$)

Name:

Signed:

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Date:

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**Conflict of Interest**

I/We (Supplier or Joint Venturer)

The parties to this submission have considered the implications of making this submission or of providing the services which are subject to this Tender and:

Either:

- (a) have satisfied ourselves that no relationships exist between this company and any other company, body, association or like organisation or any individual or group of individuals who might have an interest in the subject of this Tender.

Or:

- (b) Have identified the following relationships which might be considered as possible conflicts of interest:

(Insert a statement of the relationships)

.....  
.....  
.....  
.....

In the event of such relationships arising in the course of preparing a submission or after having presented a submission, the parties will immediately inform the Contract Manager, who may take such action necessary to ensure that the outcome of the Tender process is not compromised.

Name:.....

Signature: .....

Date: .....

## Collusive Tendering – Statutory Declaration

Contractor to complete Declaration.

I, .....

Of ..... in the State of .....

**Do solemnly and sincerely declare that in relation to the related Tender**

**THAT**

1. I hold the position of .....and am duly authorised by

..... to make this declaration on its behalf.

2.\* Neither the Contractor nor any of its servants or agents has entered into any contract, arrangement or understanding to pay moneys or provide any benefits to any trade association, arising out of or in relation to any Contract resulting from the Tender except as stated herein and apart from the normal amount (annual subscription, turnover or contract fee) imposed by that trade association

\* and/or

\* The Contractor has agreed to pay a special fee(s) of.....to the following trade association(s)

If it is successful in its Tender, for purposes of

(\*delete and initial as may be appropriate)

3. Neither the Contractor nor any of its servants or agents had any knowledge of the price or approximate price range of any other Contractor prior to submitting it's Tender nor has the Contractor or any of its servants or agents disclosed to any rival Contractor the Contractors Tender price prior to the closing of Tenders.
4. The Contractor submitted its Tender in good faith and has not deliberately set its Tender price in order to enhance the Tender price of other Contractor.
5. As at the date of this declaration, the Contractor intends to do the work set out in the Tender.
6. Neither the Contractor nor any of its servants or agents has entered into any contract, arrangement or understanding of the purpose or one of the purposes being that, in the event that it successful in its Tender, it will pay to or provide any unsuccessful Contractor or any person any moneys or any benefits or fulfil any undertaking which is a consequence of any collusive Tendering circumstance in respect of or in relation to the Tender or any contract resulting there from.

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

Declared at:

.....on.....

[place]

[date]

.....

[signature of declarant]

in the presence of an authorised witness, who states:

I, ....., a JP for NSW  
....., certify:

[Full name of JP] [JP registration  
number]

Certify the following matters concerning the making of this statutory declaration by the person who made it: [\*please cross out any text that does not apply]

1. \*I saw the face of the declarant/deponent OR

\*I did not see the face of the declarant/deponent because he/she was wearing a face covering, but I

Am satisfied that he/she had a special justification for not removing it, and

2. \*I have known the person for at least 12 months OR

\*I confirmed the person's identity with.....

[Describe identification document relied on]

.....,

[Signature of JP]

[Date]

**Additional Information**

Please include details relating to the evaluation criteria such as ability to complete works in required time period, capability, knowledge of local conditions, outline construction program and appropriate resources (use additional pages if required).

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Name:.....

Signature: .....

Date: .....