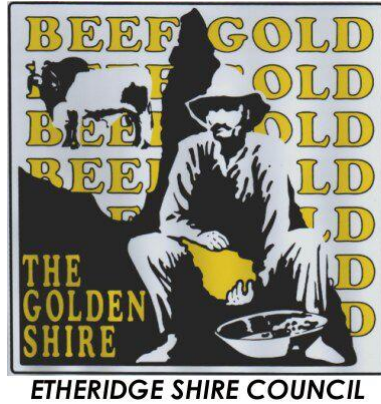


PART B - SPECIFICATIONS



SPECIFICATIONS

REGISTER OF PREFERRED SUPPLIERS OF WET AND DRY HIRE OF PLANT AND EQUIPMENT

TENDER NUMBER:	ESC2023-003
CLOSING DATE:	Friday 29th September 2023
CLOSING TIME:	12:00 PM Midday
LODGEMENT:	HARD COPY AT ETHERIDGE SHIRE COUNCIL MAIN OFFICE OVER COUNTER OR BY POST OR BY EMAIL



SECTION 1. INTRODUCTION

The request to tender by Etheridge Shire Council is to establish a Register of Preferred Suppliers for Wet & Dry Hire of Plant and Equipment to enable both long- and short-term hire of plant and equipment as required by Etheridge Shire Council in accordance with Part 3, Chapter 6 – Contracting, Section 232 of the Local Government Regulation 2012.

This Specification of Hire, together with the Contract and Hire Condition Documents shall constitute the only conditions that relate to the intermittent wet & dry hire of private plant and equipment by the Etheridge Shire Council (hereinafter referred to as the “Council”).

Failure to comply with any of these conditions shall be deemed to be a breach of contract, which may result in the removal of any contractor from the register of preferred suppliers.

Please Note: that under this Preferred Supplier arrangement the Chief Executive Officer of Council may exercise the provisions contained within Part 3, Chapter 6 – Contracting, Section 233 (6) which states:

“...The Local Government must ensure that terms of the Preferred Supplier Arrangement allow the contract to be cancelled for the poor performance of the Preferred Supplier...”

Poor performance may be determined as poor performance of work undertaken, be it via Plant and Equipment or via Operator. Council will routinely undertake performance assessments of plant and operators during the course of the Contract. The assessments will provide a rating of the standard of service being provided and will indicate areas where improvement may be required. The primary method of assessment will be through the use of work improvement notices (WINS).

Council will establish a Preferred Supplier Register for Wet & Dry Hire of Plant and Equipment. The register will be in alphabetical order consisting of successful tenders. The hire will be determined from the assessment of tenders based on performance, price and local content. Council will typically hire plant based on the position of the supplier from the Tender Assessment; however, the final choice of plant will be dependent on, but not limited to, the following conditions:

- Allowing Council the flexibility of choosing the most appropriate plant for the required work;
- Ensuring ease of Council operation and minimising the disruption to work that may occur by continually changing hired plant on jobs;
- Past performance of plant on Council works; and
- The availability of plant local to the job site, especially for small jobs.

The establishment of a Preferred Supplier Register for Wet & Dry Hire of Plant and Equipment **IS NOT A GUARANTEE BY COUNCIL** to any tenderer included on the register for work throughout the period of the tender.

Where specific, works controlled by Council on behalf of the Department of Main Roads, or works are of an amount where Councils Purchasing Policy and/or Legislation requires, Council reserves the right to determine the most appropriate plant item to be utilised on any specific project.

Council through its Director Engineering Services or his delegate also reserves the right to obtain plant and equipment from other sources should the register of preferred suppliers not have suitable plant and equipment available. Council has the right to determine the most appropriate plant item for any specific project.

Council is not bound to accept the lowest or any tender.



SECTION 2. PARTICULARS OF PLANT AND EQUIPMENT

Tenders are invited for the Wet & Dry Hire of Plant and Equipment for a period of twenty-four (24) calendar months with a new Contract being entered into on 1st January 2024 and expiring in 1st January 2026.

The second year will have percentage increase applied to the first years hire rate this percentage increase will be an construction industry standard percentage rate contractors will be notified of this in December 2025 so the new rate can be applied for January 2026.

Council has reviewed the plant required for Value for Money operation and have outlined the list below with the mandatory requirements of each plant item to be eligible to tender.

All plant offered must meet the following criteria:

- Be owned and or hired and or leased by the Tenderer and it is necessary that in respect of the "Lease" and "Hire" a copy of the agreement should be current and be included in the submission.
- Have current registration to be submitted with tender
- Have current Certificate of Inspection (COI) to be submitted with the tender

Tenderers can have multiple plant & equipment listed under each category of plant. Council is not restricting the amount of plant per category.

Plant shall include:

PLANT TYPE OFFERED: HC TRUCKS (Heavy Articulated Combinations)

SIDE TIPPERS

- Single, Double or Triple trailer configurations only, are eligible to tender.
- Heavy Vehicle National Law – Type 1 & 2 Road trains definition:
(only section 'a' required for each definition)
Type 1 Road train means a road train up to 36.5m long consisting of-
a) a prime mover hauling unit towing two trailers
Type 2 Road train means a road train consisting of-
b) a prime mover hauling unit towing three or four trailers, other than an AB-triple or B-triple, when the combination length is not longer than 53.5m

PLANT TYPE OFFERED: HC TRUCKS (Heavy Articulated Combinations)

LOW LOADER

- Single trailer configuration only, is eligible for tender.
- Carrying capacity up to 35 tonne.

PLANT TYPE OFFERED: HC TRUCKS (Heavy Articulated Combinations)

WATER

- Single, trailer configurations only are eligible to tender.
- Minimum 4-inch capable pump required with 4-inch outlets. The pump must be truck mounted and be capable of filling the tank up in 20 minutes



Part B - Specifications for Register of Preferred Suppliers of Wet & Dry Hire of Plant and Equipment

<ul style="list-style-type: none"> • 3 x pressurised top batter sprays that are operated from the cab on the run
<ul style="list-style-type: none"> • 2 x spray bars that are operated from the cab on the run
<ul style="list-style-type: none"> • Heavy Vehicle National Law – Type 1 Road train definition: (only section 'a' required for each definition) <u>Type 1 Road train</u> means a road train up to 36.5m long consisting of- c) a prime mover hauling unit towing two trailers

PLANT TYPE OFFERED: HR TRUCK (Heavy Rigid) – WET HIRE
GRAVEL
<ul style="list-style-type: none"> • Minimum of 10 Tonne load carrying capacity.

PLANT TYPE OFFERED: HR TRUCK (Heavy Rigid) – WET HIRE
WATER (RIGID)
<ul style="list-style-type: none"> • Minimum water tank size of 10,000 Litres.
<ul style="list-style-type: none"> • Minimum 4-inch capable pump required with 4-inch outlets. The pump must be truck mounted and be capable of filling the tank up in 10 minutes
<ul style="list-style-type: none"> • 3 x pressurised Top batter sprays that are operated from the cab on the run
<ul style="list-style-type: none"> • 2 x spray bars that are operated from the cab on the run

PLANT TYPE OFFERED: GRADER – WET HIRE
SUPERVISED
<ul style="list-style-type: none"> • Air-Conditioned ROPS Cab.
<ul style="list-style-type: none"> • Minimum mouldboard length 14Ft.
<ul style="list-style-type: none"> • Minimum 150 horsepower.
<ul style="list-style-type: none"> • Rippers.
<ul style="list-style-type: none"> • Contractor/Operator requirements – Knowledge/Experience in all aspects of Grading

PLANT TYPE OFFERED: FINAL TRIM GRADER – WET HIRE
SUPERVISED
<ul style="list-style-type: none"> • Air-Conditioned ROPS Cab.
<ul style="list-style-type: none"> • Minimum mouldboard length 14Ft.
<ul style="list-style-type: none"> • Minimum 150 horsepower.
<ul style="list-style-type: none"> • Rippers.
<ul style="list-style-type: none"> • Fitted with or capable of having GPS / UTS
<ul style="list-style-type: none"> • Contractor/Operator requirements – Knowledge/Experience in all aspects of Final Trim Grading



Part B - Specifications for Register of Preferred Suppliers of Wet & Dry Hire of Plant and Equipment

PLANT TYPE OFFERED: EXCAVATOR – WET HIRE

- Air-Conditioned ROPS Cab.
- Minimum 10 tonne capacity
- Must have – ripping tooth, tilt mud bucket and general-purpose bucket.

PLANT TYPE OFFERED: FINAL TRIM EXCAVATOR – WET HIRE

SUPERVISED

- Air-Conditioned ROPS Cab.
- Minimum 10 tonne capacity.
- Must have – ripping tooth, tilt mud bucket and general-purpose bucket.
- Fitted with or be capable of having GPS / UTS systems fitted plug and play
- *Contractor/Operator requirements – Knowledge/Experience in all aspects of Final Trim Excavator Works*

PLANT TYPE OFFERED: DOZER – WET HIRE

- Air-Conditioned ROPS Cab.
- D6 through to D9 or Equivalent.
- Rippers.

PLANT TYPE OFFERED: LOADER – WET HIRE

- Air-Conditioned ROPS Cab.
- Minimum of 3m³ bucket capacity.
- Operating and Calibrated Scales (including internal printer) Provide a recent copy (within 6 months) of Certificate of Calibration
- Optional Ripping capability. (rear mounted rippers must be engineer certified)
- Teeth on bucket/cutting Edge
- Certified lifting point with burst control optional

SECTION 3. SPECIFIC DEFINITIONS OF THE CONTRACT

‘Plant and Equipment’ means the item of plant described in the Hire Agreement, including any attachments, accessories, tools, expendable items and any other equipment to be supplied along with the plant.

‘Wet Hire’ means hire of plant with a competent operator, fuel, oils, greases, cutting tips & edges, etc.

‘Servicing’ means the carrying out of specific activities on the plant, by the operator, mechanic, (on a planned or routine basis), in order to keep the plant operating safely and efficiently.

[Servicing shall include but not limited to fueling, oiling and greasing, replacing ground engaging wear bits (Blades, Rippers etc.), checking and adjusting fluid levels, checking and adjusting tyre pressures, replacing filters, checking and adjusting normal operating functions and the like.]



Part B - Specifications for Register of Preferred Suppliers of Wet & Dry Hire of Plant and Equipment

'Maintenance' means carrying out of activities (other than Servicing) on the plant, for the purpose of maintaining the plant in good working condition or restoring the plant to good working condition after wear and tear, breakdown or accident.

'GCM (Gross Combination Mass)' means maximum loaded mass for the motor vehicle and any vehicles it may lawfully tow as specified by the manufacturer.

'GVM (Gross Vehicle Mass)' means;

The maximum loaded mass of a vehicle –

- a) Stated on the vehicle's compliance plate; or
- b) Stated in a way prescribed under a regulation.

'Tare' means;

The total of the following –

- a) the mass of the vehicle when unloaded;
- b) the mass of the fuel, water lubricants and tools, and of any equipment and accessories, loaded on the vehicle and necessary for its normal operation.

'Final Trim – Grader/Excavator Operator' means an experience final trim grader/excavator operator who can work to the requirement of the Department of Transport & Main Roads standards and specifications on construction works and other bitumen works that maybe required by Council.

Final Trim Operators must be able to demonstrate.

- Relevant experience in the operation of grader/excavator and in particular full construction works (mixing existing gravels and imported gravels with required crossfalls). Final trim operation including experience with Trimble or Topcon system guided operation is required
- Demonstrated relevant experience in full construction of roads and drainage infrastructure to TMR standards and specifications

Importantly the level of capacity will be determined by the Manager or Supervisor in a manner as considered reasonable and fit for the purpose.

'Standard Working Days' means the Standard Working Days for operation of the plant covered by this Tender.

- Council's Works Department currently operates on a shift, based on a nine (9) days per "work fortnight".

'Standard Working Time' means Council's hours of work within the "work fortnight"

- Hours of work being 6:00am to 6:00pm except on the finishing day of a shift.
- The work hours on the finishing day of shift are 6:00am to 2:30pm
- Or; shall be determined by Council's Director of Engineering Services or his delegate, failure to comply with these requirements will result in the on-site Fatigue management of the Contractor's staff being the responsibility of the Contractor.

'Operating Periods' means the periods of time during which the plant actively operates on Council's work, under and/or through the details in the Hire Agreement or other written or verbal instructions issued by Council.

'Non-Operating Periods' means those periods of time during which the plant does not actively operate on Council's designated work and identified in the Hire Agreement.

'Stand Down Periods' means where a Contractor has not had 8 hours formal notice of a stand down, a stand down rate is only applied for the part of the day where a plant item has been stood down by a Council representative, the other part thereof shall be paid at the standard operating rate nominated by Council.

Where a contractor has been given 8 hours' notice of a stand down no compensation will be paid to the Contractor.

Council has pre-set the applicable stand down rate for each category of plant that has been offered and is not negotiable.



SECTION 4. TERMS AND CONDITIONS OF HIRE

4.1 RECORDING OF DAILY TIME

- a) Throughout the term of this contract, Council will make available to the Contractor a book containing Contractor Daily Timesheets for each item of plant for the recording of the operation of plant, on a daily basis at a cost of \$30 per book. Alternatively, Council can provide a template for contractors to make use of.
- b) It is the responsibility of the contractor to ensure that Contractor Daily Timesheets are signed daily by the operator and relevant Council representative.
- c) The duplicate copy of the Contractor Daily Timesheet is to be handed to the relevant Council representative daily (blue copy), the original (white copy) is to be used to substantiate the fortnightly Contractor Invoice and the triplicate is to be held by the Contractor. Alternatively, for supplier provided timesheets, each timesheet is to be signed by the operator and the Council supervisor and submitted with the invoice each fortnight.

4.2 RISE AND FALL

As this contract is **not** subject to rise and fall, no variation in price contingent or changes in rates of wages, fuel costs or other factors shall be approved during the course of the contract.

4.3 MOBILISATION AND DEMOBILISATION

Plant and Equipment will be required to be delivered to and carry out work anywhere nominated by Council within Council's area of operations.

- a) Mobilisation and/or demobilisation costs are deemed to be included in the tendered hourly rates. For example: if plant and equipment is required from a contractor at a location away from Georgetown or the site of work, **Council will not be responsible for the moving of contractor's plant.**
- b) It must be NOTED that Council will not be responsible for the re-location and set up of a contractor's camp site.

4.4 CONTRACTOR'S RESPONSIBILITIES

The Contractor's responsibilities when hired by Council shall be as follows:

- a) Prior to equipment being utilised under this arrangement, evidence of registration and certificate of inspection is required.
- b) It is the Contractor's responsibility to ensure Council is provided with evidence of registration throughout the term of contract.
- c) Satisfy both themselves and Council that the work which the plant is to undertake, is not beyond the capacity of the plant.
- d) Deliver the plant and any ancillary equipment to the designated job site in time for the plant to commence operations at Council's designated time.
- e) Ensure that the plant, as delivered, is in good working order.
- f) Permit Council to install an operational time recorder on the plant and/or GPS tracking device, if Council so requires.
- g) Allow the plant to be operated under the direct control or written instruction of the Council or its nominee.
- h) Provide an operator for the plant, who is suitably qualified, trained, experienced and holds a current Plant Operator's Certificate of Competency, where required:
The Operator:
 - Must hold a current safety induction card (White or blue Card)
 - Must be able to demonstrate safe and efficient operations of the plant



**Part B - Specifications for Register of Preferred Suppliers of
Wet & Dry Hire of Plant and Equipment**

- Be capable of working as and when directed by the Council
 - Be able to work unsupervised when required
 - Be capable of carrying out minor repairs and routine servicing
 - Be capable to work with other contractors and Council staff without conflict
- i) Must have had specific plant induction training (Written proof and/or photocopies of certificates, licenses, safety induction and plant training given; will be required to be supplied to Council on request).
 - j) Must pay all wages and allowances due to the Operator
 - k) Ensure that camp accommodation is provided for the Operator in accordance with conditions, acceptable to Council. Contractor to provide own generator if there is a power shortage.
 - l) Ensure that any volatile spirits or goods which are or may become dangerous, corrosive, highly combustible or offensive are kept or stored in a manner in keeping with relevant legislation and that is acceptable to Council.
 - m) Maintain the plant in good working order throughout the period of hire, ensuring that the appropriate service is carried out when required and is carried out in accordance with environmentally correct procedures.
 - n) Supply all attachments, accessories, tools, expendable items and other equipment necessary for the Operator to service, maintain, repair for continued operation of the plant, including a back-up support vehicle where applicable.
 - o) Supply all fuels, oils and greases for the operation of the plant, or as detailed in the Hire Agreement.
 - p) Comply with all Acts, Laws and Regulations of the Commonwealth and Queensland State Government and the relevant Local Authorities within whose boundaries the plant is to operate.
 - q) Ensure compliance with any Council work procedures that may be required by Council or its representative.
 - r) Permit Council to make checks on plant/machinery and operator licensing and accreditation and competency at regular intervals in the interests of safety and productivity. The contractor may be required to provide the item of plant/machinery and operator within 48 hours to Council's workshop for inspections and evaluation as requested by Council.
 - s) Ensure the items of plant are cleaned and are free of soils and clays that may harbour weed seeds.
 - t) Ensure that all insurances are maintained throughout the contract period. As a minimum (section 2.2 of Part C).
 - u) The Performance-Based Standards (PBS) Scheme offers the heavy vehicle industry the potential to achieve higher productivity and safety through innovative and optimised vehicle design.
 - v) Machine in compliance with the requirements of Performance-Based Standards;
PBS vehicles are designed to perform their tasks as productively, safely and sustainably as possible, and to operate on networks that are appropriate for their level of performance. The basic principle of PBS is matching the right vehicles to the right tasks.

PBS vehicles are tested against 16 stringent safety standards and four infrastructure standards to ensure they fit the existing road network and are safe. The scheme has been in operation since October 2007.

4.5 COUNCIL'S RESPONSIBILITIES

Council's responsibilities under the Contract shall be as follows:

- a) Take all reasonable care to provide a safe working environment for the Operator, the plant and other personnel and plant on site during the period of hire.



**Part B - Specifications for Register of Preferred Suppliers of
Wet & Dry Hire of Plant and Equipment**

- b) Accept that the plant should not operate under conditions and/or in situations which are dangerous for the Operator to which they are likely to result in damage to the plant beyond normal wear and tear.
- c) Advise the owner of the designated jobsite/workplace in good time.
- d) Instruct the owner/operator on the hours of work and the period of time to be worked. (I.e. starting time, lunch and smoko, finishing time, actual days to be worked).
- e) Inform the owner/operator as to the type of work required.

4.6 PERIOD OF HIRE

- a) The commencement date shall be as detailed on the Plant Requisition issued to the contractor.
- b) No other guaranteed period of hire will be given by Council or shall be implied by the Contractor.
- c) If the plant becomes incapable of operation during the period of hire, then that item of plant will be off-hired.
- d) If the Contractor fails to deliver the plant at the commencement of the period of hire as agreed, Council **may** recover from the Contractor any costs, expenses or damages thereby incurred and make alternative arrangements.

4.7 NON-OPERATING PERIODS

- a) Payment of hire shall not be made for non-operating periods except where plant has been stood down with less than 8 hours' notice by the Council or its representative.

Payment shall be made at the normal rate for the hours worked and stand down rate for a maximum of 4hrs. Except on the commencement and finishing day of a shift. The work hours on these two days shall be determined by Council's foreman on site.

- b) Stand down rates shall not apply where a contractor has been stood down by the Council or its representative for breaches of the terms of this contract.
- c) Non-operating periods shall comprise;
 - i) The periods of time outside the ordinary working time as nominated by Council.
 - ii) The periods of time required for servicing and maintenance.
 - iii) Smoko, lunch.

4.8 SERVICE AND MAINTENANCE

- a) The Contractor or their representative shall carry out all of their servicing and maintenance work on plant outside the ordinary working time.
- b) All plant if serviced in the field shall be serviced in accordance with environmentally acceptable procedures.

4.9 INCLEMENT WEATHER

- a) If as a result of inclement weather, the hired plant cannot be gainfully employed on the work site then, Council may shut down the plant without payment for stand down or normal hire with the following exceptions;
 - i) Should the working day commence, and plant is unable to do work, the stand down rate if applicable will apply in accordance with the Provisions of (**Clause 4.7 NON-OPERATING PERIODS in the Terms & Conditions of Hire**).
- b) For extended inclement weather periods, no payments will be made, however the Contractor may, with the approval of Council, remove the plant from the site. No payments will be made for the remobilisation or demobilisation of plant to the site.



**Part B - Specifications for Register of Preferred Suppliers of
Wet & Dry Hire of Plant and Equipment**

4.10 TERMINATION OF HIRE

The hire of the plant may be terminated as follows:

a) By the Contractor

- i) During the period of hire, by agreement with Council and subject to five working days notice. Failure to provide this period of notice will result in the deduction of monies owing to the contractor or;
- ii) During the period of hire if Council has not carried out its responsibilities under the Contract, as specified in **(Clause 4.5 COUNCIL'S RESPONSIBILITIES of the Terms and Conditions of Hire)**.

b) By Council

- i) When work for the machine is nearing completion or is no longer available.
- ii) Without notice if the plant becomes inoperable for any reason and, in Council's opinion will remain inoperable for a considerable period of time.
- iii) Without notice if in Council's opinion the owner has not carried out the responsibilities under the Contract, as specified.
- iv) If, in Council's opinion, the Operator is not operating in accordance with the terms of the Hire Agreement or is not operating in a safe manner or for misconduct.
- v) For failure to comply with the terms and conditions of tender or for poor performance.

In the event of such termination of plant hire, the Contractor is not entitled to the amount, if any, for the removal of the plant from the site, or for the transport to the site of replacement items, if such is required by Council. The Council shall provide written notice to the contractor stating the reasons for removal and this notice shall take effect from the time of serving the notice by facsimile, email, by hand or in person.

4.11 REMOVAL OF PLANT FROM SITE

On termination of the hire, the Contractor shall remove the plant from the site.

If the Contractor fails to remove the plant then Council may, after reasonable notice to the Contractor, take appropriate steps to remove the plant to Council's depot and shall account the Contractor for any costs associated with its removal.

4.12 RISK

Plant is at the risk of the Contractor at all times.

The Operator, if supplied by the Contractor, is and remains the employee and agent of the Contractor.

The Contractor undertakes the whole risk of carrying out the work and without limiting the generality thereof, shall hold Council indemnified against all claims arising out of any actions or omissions of any Contractor or Contractor's employees or employees of Council or damage to any property whatsoever by the use of the plant while driven or operated by the Contractor or Contractor's employees or any other person whether employed by the Contractor or not or caused otherwise howsoever.

4.13 REPLACEMENT

- a) Replacement of plant or equivalent will be considered at the discretion of the Director of Engineering Services or Delegate. In the event of breakdowns Council reserves the right to reallocate works to other Contractors where it is expected that repair will take greater than 6 hours.
- b) All mobilisation/demobilisation and establishment costs will be borne by the Contractor.
- c) The owner may not assign or delegate out any rights or obligations in respect to this contract to another.



Part B - Specifications for Register of Preferred Suppliers of Wet & Dry Hire of Plant and Equipment

4.14 SPECIAL ASSISTANCE BY COUNCIL

It is expected that the Contractor should always be able to execute the work required in accordance with Hire Agreement Terms and Conditions and within an acceptable or nominated timeframe.

Council has a Workplace Health and Safety Advisor who can provide assistance to any owner who is unsure of obligations under the Workplace Health and Safety Act however it remains the owner's obligations to be informed and to comply with that Act.

4.15 SELECTION AND/OR EVALUATION CRITERIA OF PLANT AND EQUIPMENT

This Evaluation Criteria is used for the Tender process for successful plant to be included in the Register of Preferred Suppliers.

Tender Evaluation Criteria	Weighting
Price	35%
Plant and operator performance	35%
Workplace Health and Safety performance	20%
Local Content	10%

Preferred Contractor List

Contractors who have submitted conforming tenders are ranked in order according to the tender evaluation undertaken.

Contractor Allocation Process

- Step 1. Contractors are ranked for each service category, based on their score from the Tender evaluation. Any published lists of preferred suppliers will be alphabetical order.
- Step 2. The most suitable contractor in each service category is first selected to perform the required task.
- Step 3. Contractors engaged to undertake work are monitored by the relevant Supervisor throughout the contract term for their ability to performance the task, the reliability of their plant and equipment and workplace health and safety practices. Any Contractor that is unable to meet acceptable performance, reliability, and workplace health and safety standards will be terminated immediately and the next highest-ranking contractor engaged. The Director Engineering Services must be informed and have final decision on the termination of a contractor.

4.16 PROCUREMENT PRINCIPLES

Council officers must have regard to the following procurement principles in all purchasing activities, which is in accordance with Section 104 (3) of the Local Government Act 2009:

(a) Value for money

Council must harness its purchasing power to achieve the best value for money. The concept of value for money is not restricted to price alone. The value for money assessment must include consideration of:

- (i) contribution to the advancement of Council's priorities; and
- (ii) fitness for purpose, quality, services, and support; and
- (iii) whole-of-life costs including costs of acquiring, using, maintaining and disposal; and
- (iv) internal administration costs; and
- (v) technical compliance issues; and
- (vi) risk exposure; and,
- (vii) the value of any associated environmental benefits.

(b) Open and effective competition

Purchasing should be open and result in effective competition in the provision of goods and services. Council must give fair and equitable consideration to all prospective suppliers.



**Part B - Specifications for Register of Preferred Suppliers of
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(c) The development of competitive local business and industry

Council encourages the development of competitive local businesses within the Etheridge Shire area, and within the North Queensland region.

Where price, performance, quality, suitability, and other evaluation criteria are comparable, the following areas may be considered in evaluating offers:

- (i) creation of local employment opportunities;
- (ii) more readily available servicing support;
- (iii) more convenient communications for contract management;
- (iv) economic growth within the local area;
- (v) benefit to Council of associated local commercial transaction.

(d) Environmental protection

Council promotes environmental protection through its purchasing procedures. In undertaking any purchasing activities Council will:

- (i) promote the purchase of environmentally friendly goods and services that satisfy value for money criteria; and
- (ii) foster the development of products and processes of low environmental and climatic impact; and
- (iii) provide an example to business, industry and the community by promoting the use of climatically and environmentally friendly goods and services; and
- (iv) encourage environmentally responsible activities.

(e) Ethical behaviour and fair dealing

Council officers involved in purchasing are to behave with impartiality, fairness, independence, openness, integrity, and professionalism in their discussions and negotiations with suppliers and their representatives.

Council retains the right to issue a Hire Agreement to any or none of those nominated in the Panel of Providers. When an item of plant is required by Council the plant will be selected from the pre-qualified panel of Contractors at **Council's sole and absolute discretion**. Selection shall be made by the Director Engineering Services or its nominated representative and will be based upon the approved procurement and purchasing principles.

4.17 SERVICES

- a) Council shall be responsible to locate and expose all underground services and point out these services to the Contractor. Thereafter the Contractor shall be responsible for the safety and protection of such services.
- b) Should any services require lowering or raising or relocating because of Council's work direction, Council shall be responsible for the cost of the same.
- c) Should the Contractor cause any damage, any service which have been exposed and damaged due to the actions of the Contractor, then restoration costs shall be borne by the Contractor alone.
- d) Overhead services damage shall be borne by the Contractor.

4.18 DAMAGE TO COUNCIL OR PRIVATE PROPERTY

- a) Any damage sustained by the Contractor or its Employee to Council's property or property owned by persons other than Council, shall be made good by the Contractor at the Contractor's cost. Similarly, any damage caused to the Contractor's property by Council or its representative or employees shall be made good by Council.
- b) Damage shall be taken to mean not only physical damage, but costs incurred because of damage caused to property by Operator negligence.



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4.19 SUB-LETTING

The Contractor shall not assign or sub-let the Contract or any part thereof the Contract.

4.20 QUALITY ASSURANCE

All Contractors are required to conform to quality assurance requirements of the worksite.

4.21 DELIVERY

Plant and equipment will be required to be delivered to; and carry out work anywhere on roads or areas under the control of Council within Council's operating area. Payment for delivery will be detailed in the Hire Agreement.

4.22 CHANGE OF OWNERSHIP

Council recognises the original Pre-Qualified Contractor as per the Tender submission. Sale of an item of plant or business will not transfer the Pre-Qualified contract. Council retains ownership and all rights associated with the Contract.

4.23 COMMUNICATION WITH COUNCIL

Communications to Council will be by email to either Jack Parry, Infrastructure Services Operations Manager at allan.parry@etheridge.qld.gov.au, or Ken Timms Chief Executive Officer at ken.timms@etheridge.qld.gov.au. Letters, in writing, are to be addressed as follows:

Ken Timms
Chief Executive Office
Etheridge Shire Council
PO Box 12
GEORGETOWN, QLD, 4871"

Contacting employees of Council (staff) or Councillors in relation to allocation of work may result in a breach of Terms and Conditions of the contract and if proven may result in a three (3) month suspension for the first offence and a termination of the contract for a second offence. This is determined at Council's sole discretion.

SECTION 5. SAFETY REGULATIONS – WORKPLACE HEALTH & SAFETY

When Contractor's are engaged to supply equipment and/or services to Council, the Contractor is required to comply with and acknowledges that it is aware and understands the obligations of the Contractor at law relating to WHS including under:

- a) the *Work Health and Safety Act 2011* (Qld);
- b) the *Work Health and Safety Regulation 2011* (Qld);
- c) the *Heavy Vehicle National Law* (Qld);

to the extent that they are relevant to the Services provided. Nothing in the Arrangement or the Contract is intended to reduce or limit such other obligations and none of those other obligations shall be taken to reduce or limit the Contractor's obligations under the Arrangement or Contract.

Proof of safety features mentioned in **Section 4.4. CONTRACTORS RESPONSIBILITES Terms and Conditions of Hire (c) and (f) and 5. SAFETY REGULATIONS –WORKPLACE HEALTH & SAFETY** must be furnished in writing to the Contract Authority prior to the commencement of work.

The Contractor is required to comply with Council's Workplace Health and Safety Policy.

The Contractor and any employee or representative of the Contractor must comply with the following when engaged by Council to supply equipment and/or services:



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- a) comply with Council's Workplace Health and Safety Policy and all other policies (including councils Drug and Alcohol Policy)
- b) complete an approved Etheridge Shire Council Safety Induction (valid for a period of 2 years from date of induction);
- c) complete a refresher Etheridge Shire Council Safety Induction on expiry of induction, or at the request of Council;
- d) a record of the safety induction and a copy of tickets and qualifications must be registered with Council prior to commencement of work;
- e) must hold a current general safety induction card (White or blue Card);
- f) appropriate PPE must be worn when the Contractor is on job sites and other designated high-risk areas, including but not limited to:
 - Safety Boots (Steel Cap) to Australian standards must be worn at all times on all designated job sites.
 - A highly visibility shirt shall be always worn by the operator on all designated job sites.
 - Other safety equipment as required by the project site, environment, high-risk activity, SDS or instruction by a Council representative (i.e. Wide brimmed hat approx. 10-12cm, safety glasses, safety gloves, hard hat, respirator)
- g) must hold a driver's licence which is endorsed to allow use of the plant item and/or the appropriate licence or operator's ticket for the item of plant that is on hire. (This licence and/or ticket shall be carried at all times and shown to the site supervisor and/or Workplace Health and Safety Advisor on request. Photocopies of all employees' inductions, licences and/or plant operator's certificates must be supplied to Council prior to the commencement of work).
- h) must comply with Council's Code of Conduct for Contractors.
- i) must not be under the influence of alcohol whilst providing services to Council.
- j) must not be in the under the influence, consume or be in possession of drugs or other prohibited substances whilst providing services to Council or whilst on a project site or at a facility provided by Council.
- k) comply with all current fatigue management regulations.

Council may conduct random safety or performance audits of the Contractor's services to ensure ongoing compliance. Council may also direct the Contractor to cease work if, in Council's opinion, the plant and/or services are being provided/conducted in an unsafe or dangerous manner. If Council gives such a direction, Council is not liable for time lost, or any loss or costs incurred by the Contractor.

Compliance of Plant and Equipment

The Contractor is required to maintain complaint equipment supplied to Council and must comply with the following:

- a) at any time prior to or during the Hire Period Council may inspect and test any item of Plant and Equipment provided to ensure compliance with all obligations of the Contractor. The Contractor must make the Plant and Equipment available for inspection when requested. The inspection of any Plant and Equipment by Council or a third party engaged by Council, or the failure of Council to inspect or engage a third party to inspect, any Plant and Equipment will not relieve the Contractor of any of its obligations or liability under this Contractor or at law.
- b) the Contractor must, within 24 hours of a request by Council, provide current copies of all Support Documents and any other evidence requested by Council to ensure that the Contractor's Plant and Equipment complies with the requirements of legislation and/or council policies, procedures or accreditation/certification requirements. Records may include, but are not limited to the following:



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- Etheridge Shire Council's Plant Approval Checklist (Doc. CON38-FORM-01)
 - Plant Risk Assessment
 - Maintenance and Repairs Records (minimum 12 Month's Service History)
 - Current Road Registration
 - Current Certificate of Inspection (COI) from a Transport and Main Roads inspection centre or an approved inspection station accredited by Transport and Main Roads (for COI Vehicles)
 - Current Workplace Health and Safety Plant Registration (if applicable)
- c) where an inspection on vehicles, heavy vehicles, plant and equipment has taken place either at the direction of Council or the Contractor, the report must be presented to Council and repairs must be carried out as per the report.
- No truck or motor vehicle will be engaged until the repairs or work is carried out in the following areas: Suspension, Tyres, Braking System and Steering System.
 - All other reported items (exceptions may be granted) that need attention must be completed within one month of the inspection. The Council may follow up to ensure all reported items listed for repair have been carried out.
- d) all Plant and Equipment must have an approved Daily Prestart Book on the plant at all times and be completed by the operator prior to commencement of plant operations each day. A copy of the prestart is to be provided to a nominated representative of Council.

Compliance with Council's Safety Management System

The Contractor and any employee or representative of the Contractor must always comply with Council's Safety Management System. Council have implemented a comprehensive safety management system to promote safety within our organisation to ensure the safety of our employees, contractors and the general public.

Compliance with National Heavy Vehicle Accreditation Scheme – Fatigue Management

The Contractor and any employee or representative of the Contractor must comply with Council's Fatigue Management Accreditation under the National Heavy Vehicle Accreditation Scheme where supplying/operating heavy vehicles.

The Contractor and any employee or representative of the Contractor must comply with the following, including but not limited to:

- a) complete an approved Etheridge Shire Council Fatigue Management Induction (valid for a period of 2 years from date of induction);
- b) complete a refresher Etheridge Shire Council Fatigue Management Induction on expiry of induction, or at the request of Council;
- c) a record of the fatigue management induction and a copy of heavy vehicle licence, current medical and Statement of Attainment for unit TLIF0021 or TLIF2010 (or approved NHVR equivalent) must be registered with Council prior to commencement of work;
- d) current medical certificate indicating a positive assessment result as per the NHVR Health Assessment for Commercial Vehicle Driver Fitness to Drive Report (or equivalent);



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- e) be compliant with the requirements to complete the National Driver Work Diary and provide a copy of the National Driver Work Diary Daily Sheet to Council for each shift worked;
- f) ensure that at a minimum the following documentation is available whilst operating heavy vehicles and can be presented to a council representative, a nominated third party by council or inspector when requested;
- Heavy Vehicle Licence, endorsed for the type of heavy vehicle being operated.
 - White/blue Card or Certificate of Attainment in unit CPCCOHS1001A – Work Safely in the Construction Industry or equal qualification.
 - Statement of Attainment for unit TLIF0021 or TLIF2010 (or approved NHVR equivalent);
 - Current Medical Certificate indicating a positive assessment result as per the NHVR Health Assessment for Commercial Vehicle Driver Fitness to Drive Report (or equivalent);
 - Copy of a current Induction Approval Letter issued by Etheridge Shire Council;
 - Copy of the current National Heavy Vehicle Accreditation Scheme Certificate of Accreditation's issued to Etheridge Shire Council;
 - National Driver Work Diary.

Council may direct the Contractor to cease work where the Contractor and any employee or representative of the Contractor do not comply with the requirements of the National Heavy Vehicle Accreditation Scheme – Fatigue Management. If Council gives such a direction, Council is not liable for time lost, or any loss or costs incurred by the Contractor.

SECTION 6. METHOD OF PAYMENT HOURLY RATES OF HIRE

A) CONTRACTOR DAILY TIMESHEETS

Council will issue all Contractors with a Contractor Daily Timesheet Book for each item of plant at a cost of \$30 per book. Alternatively, a template timesheet can be provided to the contractor, or the contractor provides their own timesheet which will need to provide as a minimum the same information as the Council timesheet. This book is to remain with the item of plant at all times and be completed as follows:

- The contractor or their employee shall provide to the Job Supervisor, a fully complete Contractor Daily Timesheet which will be signed by the operator as correct and then counter signed by Council's Representative as a true and correct record of the operating period, stand down period and non-operating period.

B) INVOICING

- i) Tax Invoices related to the "work fortnight" presented by the Contractor shall be supported by Contractor Daily Timesheets provided by Council. Each item of plant supplied by the Contractor **must** be invoiced separately.
- ii) The amount of hire charges shall be calculated using the hire rates and the relevant operating/stand down rates as per the Hire Agreement.
- iii) If the stand down rates have not been stated in the Hire Agreement or have not been agreed to by Council no payment will be made for stand down periods.
- iv) No payment will be made for non-operating periods other than for the stand down periods as defined.
- v) All quoted hourly rates shall be **inclusive of GST**.



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C) GOODS & SERVICES TAX (GST)

The claim for payment is to include the appropriate amount of the Goods and Services Tax. All Contractors must be GST Registered to submit a Tender application.

The invoice issued is to comply with the requirements of the Australian Taxation Office as it relates to the issue of a valid tax invoice, that is, the words "Tax Invoice" will be clearly shown, the words "GST Inclusive" shall be shown or as an alternative the amount of the appropriate GST is clearly shown.

The Australian Business Number (ABN/ACN) together with the name and address of the Contractor shall also be clearly shown.

D) DIRECT DEPOSIT TO BANK ACCOUNT OF CLAIM FOR PAYMENT

Receipt of a properly made tax invoice is required immediately following the "work fortnight". Payment will be on the **Thursday following 14 days** from receipt. Council will deposit payment directly to the Contractor's nominated bank account.

Only one nominated bank account is to be provided, Council will not deposit payment to multiple bank accounts. The BSB number, account number and account name are to be clearly shown on each and every tax invoice submitted for payment.