



BOGAN SHIRE COUNCIL

81 Cobar Street Nyngan 2825

Tender No. 2017/3

For

Crushing Road Base Bogan Shire

TABLE OF CONTENTS

SECTION 1 NOTICE TO TENDERERS.....	5
1.1 LODGEMENT OF TENDERS.....	5
1.2 AMENDMENTS TO TENDER DOCUMENTS	5
1.3 INFORMAL TENDER.....	5
SECTION 2 CONDITIONS OF TENDERING	7
2.1 PREAMBLE	7
2.2 GENERAL AND SPECIAL CONDITIONS OF CONTRACT	7
2.3 NATURE OF CONTRACT.....	8
2.4 SCHEDULE OF RATES.....	8
2.5 TENDER DOCUMENTS	8
2.6 SUBMISSION OF TENDERS.....	8
2.7 CONSTRUCTION PROGRAM.....	9
2.8 SCHEDULE OF TECHNICAL DATA	9
2.9 SCHEDULE OF ASSUMPTIONS.....	9
2.10 DETAILS OF TENDERER'S EXPERIENCE.....	10
2.11 DETAILS OF TENDERER'S WHS SAFETY PLAN AND PROCEDURES	10
2.12 DETAILS OF CONSULTANTS, SUB-CONTRACTORS AND SUPPLIERS.....	10
2.13 STATUTORY DECLARATION IN RELATION TO TENDER.....	10
2.14 FORMAL INSTRUMENT OF AGREEMENT.....	10
2.15 INFORMATION PROVIDED BY THE COUNCIL.....	11
2.16 CONTACT OFFICER	11
2.17 VALIDITY PERIOD	11
2.18 SITE MEETING.....	11
2.19 ASSESSMENT OF TENDERS.....	11
2.20 ACCEPTANCE OF TENDER	11
SECTION 3 TECHNICAL SPECIFICATION	14
3.1 LOCATION AND DESCRIPTION OF WORKS.....	14
3.2 Crushing road base.....	15
3.3 ENVIRONMENTAL REQUIREMENTS.....	15
3.4 WORKERS FACILITIES.....	16
SECTION 4 TENDER SUBMISSION FORMS	18
NOMINATION OF REQUIRED TENDER SUBMISSIONS.....	18
TENDER FORM.....	19
SCHEDULE OF RATES.....	20

FINANCIAL INSTITUTION REQUIREMENT	21
TENDERER'S PARTICULARS - CURRENT COMMITMENTS	22
TENDERER'S PARTICULARS - PRIOR TERMINATION OF PROJECT/S	23
TENDERER'S PARTICULARS - PROJECT HISTORY	24
REGISTER OF TENDERER'S CONSULTANTS, SUBCONTRACTORS AND SUPPLIERS 26	
STATUTORY DECLARATION ON NON-COLLUSIVE TENDER DECLARATION	27
CONTRACTOR'S STATEMENT REGARDING WORKERS COMPENSATION, PAYROLL TAX AND REMUNERATION.....	28
STATEMENT OF CONFORMANCE	29
SECTION 5 GENERAL CONDITIONS OF CONTRACT.....	31
SECTION 6 ANNEXTURES TO CONDITIONS OF CONTRACT	33
SECTION 7 FORMAL INSTRUMENT OF AGREEMENT	39



SECTION 1

NOTICE TO TENDERERS

SECTION 1 NOTICE TO TENDERERS

1.1 LODGEMENT OF TENDERS

Tenders are invited and will close on 4:00pm on Wednesday 7 June 2017.

Tenders will be opened on Thursday 8 June 2017 at 10:00am.

Tenders may be lodged:

By enclosing the Tender and supporting documents in a sealed envelope endorsed "Tender No. 2017/3 for ***Crushing Road Base Bogan Shire***"

Delivered by hand or by courier and placing it in the Tender Box:

The General Manager
Bogan Shire Council
81 Cobar Street
Nyngan NSW 2825

Or

Mailed to:

The General Manager
Bogan Shire Council
PO Box 221
Nyngan NSW 2825

A posted Tender which is received after the closing time and date will only be considered if it has been sent by certified mail and the envelope bears a clearly readable postmark showing the Tender was posted no later **than the day prior** to the closing date for tenders.

It is recommended that when a Tender is lodged by post, advice of this lodgement be sent to the General Manager by fax on 68359011 prior to the closing of tenders. The fax should be headed "Tender No. 2017/3 for ***Crushing Road Base Bogan Shire***".

The Tenderer must complete the Tender Forms provided. The Principal reserves the right to refuse acceptance of Tenders should all information requested are not fully met and not conforming to all the requirements of the Conditions of Tendering.

1.2 AMENDMENTS TO TENDER DOCUMENTS

Bogan Shire Council may amend the Tender Documents at any time prior to the closing date for tenders. Any amendments will be made by Addenda or Notices issued to all Tenderers.

All Addenda or Notices issued shall become part of the Tender Document.

1.3 INFORMAL TENDER

A Tender will be deemed to be non-conforming if any of the requirements are not met. Non-conforming tenders may not be considered.



SECTION 2

CONDITIONS OF TENDERING

SECTION 2 CONDITIONS OF TENDERING

2.1 PREAMBLE

The Conditions of Tendering have been prepared in accordance with the Local Government (General) Regulation 2005 and considering the obligations of the Principal as described in the NSW Government's Code of Tendering and Practice.

Tenderers shall comply with the requirements of the NSW Government's Code of Tendering and Practice. In particular attention is drawn to the ethical obligations of Tenderers, in the preparation and submission of their tender for this project.

Without limiting the above obligations:

- Tenderers shall not submit tenders without a firm intention to proceed.
- Tenderers must not engage in any form of collusive practice.

It should be noted that in all contract documentation words imparting a gender include every gender. Where documents refer to the Council this is to be read as Principal unless otherwise specified.

SCOPE OF WORKS

The Works are located in the rural areas of Bogan Shire at locations shown on the map attached to this document.

Scope of works includes Crushing naturally occurring Road Base as follows:

- **Approximately 40,000 tonne of 26mm crushed road base at various quarry locations within the Shire**

Details as per the Technical Specification, plans of locations to be issued on request.

2.2 GENERAL AND SPECIAL CONDITIONS OF CONTRACT

The General Conditions of Contract to be used for this work shall be Australian Standard AS 4000-1997, General Conditions of Contract.

A copy of AS 4000-1997 is not included in the Contract documentation but may be viewed in the offices of Bogan Shire Council 81 Cobar Street Nyngan. Alternatively a copy may be purchased from Standards Australia at:

Level 10 The Exchange Centre,
20 Bridge St SYDNEY NSW

GPO Box 476
Sydney NSW 2001

Phone: (02) 9237 6000
Sales: (02) 1800 035 822

Annexure Part A, duly completed where appropriate, is attached in SECTION 6.

2.3 NATURE OF CONTRACT

The nature of the contract is as specified in clause 2 of AS 4000-1997. It is a schedule of rates contract and prices are to be fixed and not subject to rise and fall.

Goods and services tax is to be shown outside of the lump sum price. Monthly invoices are to clearly state the GST component. ABN is to be provided for GST purposes.

2.4 SCHEDULE OF RATES

The Schedule of Rates shall be submitted on the accompanying Schedule of Rates Form (form 3) which is attached in the Tender Forms and Declarations.

The Schedule of Rates shall be used in the assessment of tenders and as the basis for the valuation of progress payments.

2.5 TENDER DOCUMENTS

The Tender documents are those identified on the Tender Forms 1 and 2.

2.6 SUBMISSION OF TENDERS

The following documentation must be submitted with the Tender:

PART A TENDER FORMS AND DECLARATIONS

Form 1	NOMINATION OF REQUIRED TENDER SUBMISSIONS
Form 2	TENDER FORM
Form 3	SCHEDULE OF RATES
Form 4	FINANCIAL INSTITUTION REQUIREMENT
Form 5	TENDERER'S PARTICULARS – CURRENT COMMITMENTS
Form 6	TENDERER'S PARTICULARS – PRIOR TERMINATION OF PROJECT (S)
Form 7	TENDERER'S PARTICULARS – PROJECT HISTORY
Form 8	TENDERER'S PARTICULARS – PERSONNEL
Form 9	REGISTER OF TENDERER'S CONSULTANTS, SUB-CONTRACTORS AND SUPPLIERS
Form 10	STATUTORY DECLARATION – NON COLLUSIVE TENDER DECLARATION
Form 11	CONTRACTORS STATEMENT – EXAMPLE TO BE SUBMITTED WITH INVOICES
Form 12	STATEMENT OF CONFORMANCE

PART B REQUIRED INFORMATION

- Tender Submission forms 1-13
- Construction Program
- Schedule of Technical Data
- Schedule of Assumptions
- Details of Tenderer's experience
- Details of Tenderer's occupational health and safety policy and procedures

The Principal may seek additional information from the tenderer if needed for Tender evaluations.

2.7 CONSTRUCTION PROGRAM

The Tenderer is to provide documentation and a program that clearly states the proposed program. Council requires the works to be completed prior to 30 June 2018.

2.8 SCHEDULE OF TECHNICAL DATA

Tenderers shall provide details of the following equipment, systems and procedures to be used to successfully meet the requirements of the Technical Specification and Contract. The information required below is not exhaustive but indicative to assist Council in assessing the Tenders.

- Type and name of Manufacturer of equipment to be used
- Year model of equipment to be used for crushing and loading
- Rated capacity of equipment in tonnes per hour for road base production.
- Number and type of crushers to be used to achieve specification requirements.

2.9 SCHEDULE OF ASSUMPTIONS

Tenderers shall list any assumptions made in developing the tender submission and shall identify any areas which may be the subject of a claim against the Principal. It is desired that such issues be resolved before a Tender is accepted and discussions may be held with one or more Tenderers to clarify and quantify such issues and arrive at an amended tender price for comparison and acceptance of Tenders.

Prospective Tenderers may seek clarification of any aspect of the tender documents in order to resolve any uncertainties by approaching the contact officer nominated in these Conditions of Tendering. The contact officer may require the queries be put in writing and the contact officer's response may be copied to all other prospective Tenderers.

2.10 DETAILS OF TENDERER'S EXPERIENCE

Information shall be provided to show the Tenderer's specific experience on works similar to that for which it is now proposed to be involved.

Tenderer's particulars forms included in Section 4 shall be completed.

2.11 DETAILS OF TENDERER'S WHS SAFETY PLAN AND PROCEDURES

Attention is drawn to the Tenderer's responsibilities under the current Work Health and Safety Act and Regulations 2011 and Work Health and Safety (Mines) Act 2013 and Work Health and Safety (Mines) Regulation 2014.

Documentation shall be provided that demonstrates the tenderers compliance with the above requirements. Tenderers must supply their Mine Safety Management Plan as part of the tender process.

2.12 DETAILS OF CONSULTANTS, SUB-CONTRACTORS AND SUPPLIERS

Tenderers shall submit with their Tenders a statement of the nature and extent of any works under the Contract with a value greater than \$50,000, which are proposed to be undertaken by Consultants, Sub-Contractors or suppliers and shall provide sufficient information to enable their suitability to be assessed.

The details to be provided should generally include, but not necessarily be limited to:

- Name of firm or company
- Type of work to be undertaken.
- Specific experience on work similar to that proposed to be undertaken by the Consultant, sub contractor or supplier.
- Details of key personnel to perform the work under the engagement.
- Completion of the Tenderer's Consultants, Subcontractors and Suppliers form included in Section 4.

2.13 STATUTORY DECLARATION IN RELATION TO TENDER

The Tenderer shall complete and submit with their Tender the Statutory Declaration form included in Section 4.

The Statutory Declaration shall be made by the Tenderer or, where the Tenderer is a corporation, by a representative of the Tenderer who is in a position to know the facts attested to in the Statutory Declaration.

2.14 FORMAL INSTRUMENT OF AGREEMENT

The successful Tenderer will be required, within the time specified in the General Conditions of Contract, to execute with the Principal a Formal Instrument of Agreement included as Section 7.

2.15 INFORMATION PROVIDED BY THE COUNCIL

Tenderers should note that the information provided by Council is not to be taken as an exhaustive statement of conditions which may be encountered during the course of the work under the Contract. Should a Tenderer consider that additional information is required it shall be arranged accordingly at the Tenderer's expense.

The information provided by Council includes the Tender Documentation and Specifications.

Contractors are to make their own arrangements to obtain any information that may be required to ensure conformance with the specification.

2.16 CONTACT OFFICER

All enquiries in regard to these Tender Documents shall be addressed to:

Graeme Bourke

Manager Engineering Services

Phone: (02) 68359021

Mobile: 0427264262

2.17 VALIDITY PERIOD

Tenders shall remain valid for sixty (60) days after the closing date for tenders.

2.18 SITE MEETING

Site meetings for the various locations can be arranged through the Contact Officer.

2.19 ASSESSMENT OF TENDERS

It is Council's policy to award contracts on the basis of tenders, which are assessed as offering the best value for money.

In addition to the Schedule of Rates tendered, regard will be had to other factors including, but not necessarily limited to the:

- information provided with the Tender as detailed in Clause 2.6 Parts A and B;
- information addressing details in Section 3 - Technical specification;
- ability to complete the works;
- construction programme;
- experience and track record of Tenderer and
- any other advantage the proposal offers to Council

2.20 ACCEPTANCE OF TENDER

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

A Tender shall be accepted only by notice in writing delivered to the address of the Tenderer specified in the Tender Form.

The Principal may, by notice in writing delivered to the address of the Tenderer specified in the Tender Form, annul the acceptance of the Tender at any time before the required security has been accepted and the Contract executed. In such an event the Tenderer will not be allowed to proceed with the work under the Contract but such shall not affect any rights of the Tenderer to institute proceedings at law for damages.



SECTION 3

TECHNICAL SPECIFICATION FOR Crushing Road Base Bogan Shire

SECTION 3 TECHNICAL SPECIFICATION

3.1 LOCATION AND DESCRIPTION OF WORKS

The Works are located in the Bogan Shire

The works under this contract include:

- 40,000 tonne rock at various locations

Winning, Loading, crushing and stockpiling crushed road base at various locations in the Shire with a maximum stone size of 26mm

3.1.1 DRAWINGS

Diagrams showing stockpile locations at the site will be provided.

3.1.2 QUANTITY VERIFICATION

The Contractor shall provide Council with details of quantities of crushed which will be independently checked by Council. Where quantities are measured in cubic metres a conversion factor of 1.5 will be applied to calculate the equivalent quantity in tonnes.

3.1.3 CONSTRUCTION PROGRAM

The Contractor will provide a Construction Program showing the estimated duration of the various stages of works under this Contract.

3.1.4 STANDARDS

Unless otherwise specified in the Contract, and where applicable, materials shall be in accordance with the relevant standard of road base specification.

3.1.5 WORK REFERENCES

The Contractor will provide a reference list of clients with details of similar works as specified in this Tender. **See Form 7 of Tender documents.**

3.1.6 SCOPE OF WORK

The Scope of Work shall contain the following elements:

- Establish a level storage area for the crushed rock.
- Minimise dust disturbance in accordance with EPA requirements
- Comply with EPA requirements relating to noise.
- Comply with State legislation and regulation
- Implement and maintain traffic control and management measures where required.

-
- Report immediately any defect or feature observed during the contract which could have a detrimental effect on the quality of road base being produced.
 - Provide and maintain silt fencing to prevent runoff from stockpiles to adjoining property
 - Restore all surfaces and any services disturbed, destroyed or damaged by the work to the pre-existing condition.

3.2 CRUSHING ROAD BASE

Council requires crushing of road base as set out in the schedule for use on Regional and Shire Roads as part of its road construction program and unsealed roads resheeting program. The work is to be substantially completed by 30 June 2018.

3.2.1 GENERAL

The gravel pits will be ripped and stockpiled by the Contractor and the specification calls for winning, loading, crushing and stockpiling of the nominated quantity generally in the grading range as set out in section 3.2.4. Quantities may be adjusted upward upon final assessment of Councils works program.

3.2.2 EQUIPMENT

Tenderers are to nominate the type, capacity and rated capacity of crushing equipment proposed to be used.

3.2.3 MATERIAL GRADINGS

Crushed material is to generally conform to the grading set out in RMS Form 3051 for DGS20 with allowances for the nature of the material gradings of the stockpile material provided by Council. A copy of this specification is available on the RTA website <http://www.rms.nsw.gov.au/business-industry/partners-suppliers/specifications/materials.html> and in the materials specification section.

3.3 ENVIRONMENTAL REQUIREMENTS

All work shall be carried out in such a manner as to avoid nuisance and / or damage to the environment. The Contractor shall comply with the requirements of:

- Office of Environment and Heritage NSW
- Clean Waters Act
- Clean Air Act
- Noise Control Act

And any other Local Council requirements and Environmental Act relevant to the project. No variation in costs or extensions of time will be considered due to these requirements.

The Contractor shall plan and carry out the works to avoid erosion, contamination and sedimentation transportation off the site.

3.3.1 PROTECTION OF TREES

Existing trees shall be protected from all damage during the works.

The Contractor shall not store, stockpile, dump or otherwise place under or near trees bulk materials and harmful materials including oil, waste concrete, clearings, boulders and the like and shall prevent wind blown materials from harming trees and plants.

The Contractor shall not attach stays, guys and the like to trees and shall prevent damage to tree bark.

3.4 WORKERS FACILITIES

The Contractor shall provide, equip and maintain temporary ablution facilities, dressing rooms, tool houses, and the like required by any Industrial Ordinance for use of workers employed by the Contractor, or the Contractors Sub-contractor, and shall remove them on completion of the Contract.

The Contractor may propose alternative site facilities in existing buildings adjacent to or in close proximity to, the site of the works. Full details of such alternative facilities shall be submitted for consideration by the Superintendent however, the requirements detailed in this clause shall be taken as the minimum acceptable.

The Contractor shall arrange for a telephone on site and shall remain for the period of the Contract.

The Contractor shall provide, equip and maintain an adequate First Aid Treatment Centre on-site and shall have an experienced First Aid person available at all times when work is in progress.



SECTION 4

TENDER SUBMISSION FORMS

SECTION 4 TENDER SUBMISSION FORMS**NOMINATION OF REQUIRED TENDER SUBMISSIONS**

All submitted information will be treated as confidential

PART A TENDER FORMS AND DECLARATIONS

Form 1	NOMINATION OF REQUIRED TENDER SUBMISSIONS
Form 2	TENDER FORM
Form 3	SCHEDULE OF RATES
Form 4	FINANCIAL INSTITUTION REQUIREMENT
Form 5	TENDERER'S PARTICULARS – CURRENT COMMITMENTS
Form 6	TENDERER'S PARTICULARS – PRIOR TERMINATION OF PROJECT (S)
Form 7	TENDERER'S PARTICULARS – PROJECT HISTORY
Form 8	TENDERER'S PARTICULARS – PERSONNEL
Form 9	REGISTER OF TENDERER'S CONSULTANTS, SUB-CONTRACTORS AND SUPPLIERS
Form 10	STATUTORY DECLARATION – NON COLLUSIVE TENDER DECLARATION
Form 11	CONTRACTORS STATEMENT (example to be submitted with tender)
Form 12	STATEMENT OF CONFORMANCE

PART B REQUIRED INFORMATION

- Tender Submission forms 1-13
- Construction Program
- Schedule of Technical Data
- Schedule of Assumptions
- Details of Tenderer's experience
- Details of Tenderer's quality management system
- Details of Tenderer's occupational health and safety policy and procedures

INSTRUCTION TO TENDERER

The Tenderer shall complete in full and submit the forms in numerical order listed above. The completed forms, declarations and required information shall comprise the Tender Submission Documents. The Tenderer shall sign and date each form where provided.

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

Contract	<i>“Crushing Road Base Bogan Shire”</i>		
Contract Number	2017/3	Tenderer to Complete	
Council	Bogan Shire Council	Tenderer's Initial	
Submission Date		Date	

TENDER FORM

The Tenderer must complete and submit with tender.
All submitted information will be treated as confidential

I, _____ (Print name)

Of _____ (Tendering Organisation)

Located at _____ (Business Address)

On this _____ day of, (Year) _____

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

Contract: "Crushing Road Base Bogan Shire"

As publicly invited by Bogan Shire Council, in accordance with the following documents:

- *Notice to Tenderers (Section 1)*
- *Conditions of Tendering (Section 2)*
- *Specification (Section 3)*
- *Tender submission forms 1-13 (Section 4)*
- *AS4000-1997 General Conditions of Contract (Section 5)*
- *AS4000-1997 Annexure Part A (Section 6)*
- *Formal Instrument of Agreement (Section 7)*

All other relevant Australian Standards and any Australian Standard amendment documents including the above as varied, issued or amended from time to time.

NOTE: All of the above Contract Documents shall be referenced with the Contract Number.

Other documents compiled by the Tenderer and submitted are as follows:

1. _____
2. _____

By submitting this tender the Tenderer warrants and represents that they have made their own enquiries and investigations and have obtained professional advice and all other relevant information so as to inform themselves of all risks and contingencies which may affect their tender price. The Tenderer warrants and represents that they have included for all such risks and contingencies in their tender price.

Signature of Tenderer: _____

Contract	"Crushing Road Base Bogan Shire"		
Contract Number	2017/3	Tenderer to Complete	
Council	Bogan Shire Council	Tenderer's Initial	
Submission Date		Date	

SCHEDULE OF RATES

SCHEDULE OF RATES IN ACCORDANCE WITH SPECIFICATIONS							
ITEM	DESCRIPTION	QTY	UNITS	RATE	EXTENDED SUM	GST	TOTAL INCLUDING GST
1	Win, load, crush and stockpile road base At various locations	40,000	tonne				

Phone and facsimile numbers: _____

Subscribed and declared this: _____ Day of _____ (Year) _____

Before me: _____ (Print name)

Witness: _____ (Signature)

Contract	<i>“Crushing Road Base Bogan Shire”</i>		
Contract Number	2017/3	Tenderer to Complete	
Council	Bogan Shire Council	Tenderer’s Initial	
Submission Date		Date	

FINANCIAL INSTITUTION REQUIREMENT

The Tenderer must complete and submit with tender
All submitted information will be treated as confidential

PARTICULARS OF TENDERER

Name of Tenderer:	
Address:	
Phone Number:	
Name of Principal (Council):	Bogan Shire Council
Contract Description:	<i>“Crushing Road Base Bogan Shire”</i>
Project Duration (months):	
Tender Price:	
Monthly Expenditure (\$):	

List and provide the following details for Contracts in Progress.

Principal	Project Description	Start date	Expected completion	Contract Value (\$)

FINANCIAL INSTITUTION OR TENDERER’S ACCOUNTANT TO COMPLETE INFORMATION BELOW

PARTICULARS OF FINANCIAL INSTITUTION

Name of Financial Institution:	
Branch:	
Representative's Name and Title:	
Phone Number:	

I, _____, based upon the information given above in addition to that information available to the financial institution believe the Tenderer is capable of meeting the financial requirements of this project.

Signature: _____

Witness: _____

Date: _____

Contract	<i>“Crushing Road Base Bogan Shire”</i>		
Contract Number	2017/3	Tenderer to Complete	
Council	Bogan Shire Council	Tenderer's Initial	
Submission Date		Date	

TENDERER'S PARTICULARS - CURRENT COMMITMENTS

The Tenderer must complete and submit with tender
All submitted information will be treated as confidential

List the current projects your organisation is engaged in or committed to:

1. Project name _____

Client	Contact	Phone number	Contract amount	Estimated Completion (Mth/Yr)

Description of works

2. Project name _____

Client	Contact	Phone number	Contract amount	Estimated Completion (Mth/Yr)

Description of works

3. Project name _____

Client	Contact	Phone number	Contract amount	Estimated Completion (Mth/Yr)

Description of works

Contract	<i>"Crushing Road Base Bogan Shire"</i>		
Contract Number	2017/3	Tenderer to Complete	
Council	Bogan Shire Council	Tenderer's Initial	
Submission Date		Date	

TENDERER’S PARTICULARS - PRIOR TERMINATION OF PROJECT/S

The Tenderer must complete and submit with tender
 All submitted information will be treated as confidential

1 Has your organisation ever failed to complete a project? No Yes

2 If yes, please provide details.

Contract	“Crushing Road Base Bogan Shire”		
Contract Number	2017/3	Tenderer to Complete	
Council	Bogan Shire Council	Tenderer’s Initial	
Submission Date		Date	

TENDERER'S PARTICULARS - PROJECT HISTORY

The Tenderer must complete and submit with tender
All submitted information will be treated as confidential

List the similar projects your organisation has completed in the last 10 years

1 Project name _____

Client	Contact	Phone	Contract	Duration

Description of works

2 Project name _____

Client	Contact	Phone	Contract	Duration

Description of works

3 Project name _____

Client	Contact	Phone	Contract	Duration

Description of works

Contract	<i>"Crushing Road Base Bogan Shire"</i>		
Contract Number	2017/3	Tenderer to Complete	
Council	Bogan Shire Council	Tenderer's Initial	
Submission Date		Date	

TENDERER'S PARTICULARS - PERSONNEL

The Tenderer must complete and submit with tender
All submitted information will be treated as confidential

Provide the names of key staff in the event of a winning tender.

Project Manager			Years Experience	
Name	Company Role	Commitment (%)	In current firm	prior

Work responsibilities for this Project:

Site Manager			Years Experience	
Name	Company Role	Commitment (%)	In current firm	prior

Work responsibilities for this Project:

WHS Representative			Years Experience	
Name	Company Role	Commitment (%)	In current firm	prior

Work responsibilities for this Project:

Contract	<i>“Crushing Road Base Bogan Shire”</i>		
Contract Number	2017/3	Tenderer to Complete	
Council	Bogan Shire Council	Tenderer's Initial	
Submission Date		Date	

REGISTER OF TENDERER'S CONSULTANTS, SUBCONTRACTORS AND SUPPLIERS

The Tenderer must complete and submit with tender
All submitted information will be treated as confidential

The Tenderer is instructed to compile a listing below of all Selected Subcontractors and Suppliers with a value of greater than \$50,000 which the Tenderer expects to use to execute the Works under the terms of this Contract.

Consultant, Subcontractor or Supplier	\$ Value	Appropriate Telephone No.	Description of Work or Materials
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			

Contract	<i>"Crushing Road Base Bogan Shire"</i>		
Contract Number	2017/3	Tenderer to Complete	
Council	Bogan Shire Council	Tenderer's Initial	
Submission Date		Date	

STATUTORY DECLARATION ON NON-COLLUSIVE TENDER DECLARATION

The Tenderer must complete and submit with tender
All submitted information will be treated as confidential

I, _____ (Print name),
Of _____ (Tendering Organisation),

Do hereby solemnly declare and affirm the following;

1. I hold the position of _____, and am duly authorised by the tendering organisation to lawfully proclaim the following and, after having made due inquiry believe the following to be completely accurate to the best of my knowledge.
2. Neither the Tenderer nor the Tenderer's Agents or Servants have entered into any contract or agreement to offer payment of any kind to a trade association, representative of the Superintendent or representative of the Principal in the event of a winning tender by this Organisation.
3. Neither the Tenderer nor the Tenderer's Agents or Servants have had any knowledge of the price of tenders submitted by its competitors nor did the Tenderer furnish the price of the enclosed tender to any source external to the Tendering Organisation prior to the close of the tender date as specified within this Contract.
4. Neither the Tenderer nor the Tenderer's Agents or Servants have entered into any contract or agreement to offer payment of any kind to an unsuccessful Tenderer in the event of a winning tender.
5. The Tenderer is not aware of any facts which would affect the decision of the Principal in accepting the tender nor has the Tenderer attempted to acquire information relevant to the tender award process by soliciting the Principal, the Superintendent or their Representative's Agents or Servants.
6. Neither the Tenderer nor the Tenderer's Agents or Servants have entered into any agreement with other Tenderers or third party which results in a payment of unsuccessful tenderers fees.
7. The contents of this document are true and correct to the best of my knowledge and in no way have been written under duress of any form.

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.

Signature of Tenderer: _____

Subscribed and declared at: _____

This: _____ **Day of** _____ **(Year)** _____

Before me: _____ *(Print name)*

Witness: _____ *(Signature)*

(Justice of the Peace or authorised person)

**CONTRACTOR'S STATEMENT REGARDING WORKERS
COMPENSATION, PAYROLL TAX AND REMUNERATION**

Workers Compensation
Part 7 Division 2 s175B Workers Compensation Act 1987

Payroll Tax At 2007 No 21

Industrial Relations Act 1996
Part 10 s127

Sub Contractor: _____ **ABN:** _____
(Business name)

Of: _____
(Address of subcontractor)

Has entered into a contract with **Bogan Shire Council** for work between –
_____ / _____ / _____ and _____ / _____ / _____

Nature _____ of _____ contract _____ work:

DECLARATION:

I, _____ a Director/Business owner or a person authorised by the subcontractor, on whose behalf this declaration is made, hereby state that the abovementioned subcontractor has and will maintain in force current Workers Compensation Insurance held with -

_____ **Policy No** _____ **Expiry date** ____/____/____
Insurance Company

In respect of work done in connection with the contract, during any period of the contract and has paid all Workers Compensation Insurance premiums payable in connection with the contract.

Please tick all points

- Is a principal contractor in connection with the work under contract
- N/A **OR** Has been given a written statement in regard to statutory payments, by subcontractors in connection with the work
- N/A **OR** Is required to be registered as an employer under the *Payroll Tax Act 2007 No. 21* _____
(Payroll tax Client No)
- N/A **OR** Has paid all payroll tax and remuneration due in respect of employees who performed the work for the principal contractor, during the period as outlined above
- N/A **OR** Has paid all remuneration payable to all sub contractors, for work done under the contract during the period outlined above
- N/A **OR** Has paid all remuneration relevant to all suppliers and consultants for work done under the contract during the period as outlined above

Signature _____ **Position/Title** _____

Full Name _____ **Dated** _____

WARNING

- Any subcontractor, who knowingly provides a principal contractor with a written statement that is false, is guilty of an offence (Maximum penalty 100 units of \$11,000).
- Any written statement will not relieve the principal contractor of liability if, at the time the written statement was provided, the principal contractor believed the written statement to be false.
- The principal contractor must retain a copy of any written statement for a period of not less than five years (Payroll tax), six years (Remuneration) or seven years (Workers Compensation).
- **THIS STATEMENT MUST BE ACCOMPANIED BY THE RELEVANT CERTIFICATE OF CURRENCY TO COMPLY WITH SECTION 175B OF THE WORKERS COMPENSATION ACT 1987.**

STATEMENT OF CONFORMANCE

The Tenderer must complete and submit with tender
All submitted information will be treated as confidential

The Tenderer is to signify whether or not the submitted Tender conforms to the requirements of the Tender Documents 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 Tenderer 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 deemed to be unacceptable, the tender may not be further considered.

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

Contract	<i>“Crushing Road Base Bogan Shire”</i>		
Contract Number	2017/3	Tenderer to Complete	
Council	Bogan Shire Council	Tenderer’s Initial	
Submission Date		Date	



SECTION 5

GENERAL CONDITIONS OF CONTRACT

SECTION 5 GENERAL CONDITIONS OF CONTRACT

THE GENERAL CONDITIONS OF CONTRACT FOR

Crushing Road Base Bogan Shire

SHALL BE

AUSTRALIAN STANDARD AS 4000-1997

THIS DOCUMENT IS DEEMED TO BE INCLUDED IN THE

CONTRACT DOCUMENTS

Copies are available from Standards Australia



SECTION 6

ANNEXTURE TO CONDITIONS OF CONTRACT

SECTION 6 ANNEXTURES TO CONDITIONS OF CONTRACT

**ANNEXURE to the Australian Standard
General Conditions of Contract**

This Annexure shall be completed and issued as part of the tender documents and, subject to any amendments to be incorporated into the *Contract*, is to be attached to the General Conditions of Contract and shall be read as part of the *Contract*.

1	<i>The Principal:</i> (clause 1)	General Manager
2	<i>Principal's address:</i>	PO Box 221 NYNGAN NSW 2825
3	<i>Contractor</i> (clause 1)	
4	<i>Contractor's address</i>	
5	<i>The Superintendent:</i> (clause 1)	Graeme Bourke Manager of Engineering
6	<i>Superintendent's address</i>	As per 2 above
7	a) <i>Date for practical completion</i> (clause 1) OR b) <i>period of time for practical completion</i> (clause 1)	
8	Governing law (page 5, clause 1(h))	..... if nothing stated, that of the jurisdiction where the <i>site</i> is located
9	a) Currency (page 5, clause 1(g))	..... if nothing stated, that of the jurisdiction where the <i>site</i> is located
	a) Place for payments (page 5, clause 1(g))	..... if nothing stated, the <i>Principal's</i> address
	b) Place of business or bank (page 3, clause 1(d))	..... if nothing stated, the place nearest to where the <i>site</i> is located
10	Bill of quantities (subclause 2.2)	
	a) Alternative applying (sub clause 2.2)	Alternative 2 if nothing stated, Alternative 1 applies
	b) If Alternative 2 applies, is the <i>bill of quantities</i> to be priced? (subclause 2.3(b))	No
	c) Lodgement time (subclause 2.5(b))	N/A
		..... If nothing stated 28 days after <i>date of acceptance of tender</i>

11	Quantities in <i>schedule of rates</i> , limits of accuracy (subclause 2.5(b))	See attachment to Part A AS 4000 1997	
12	<i>Provisional sum</i> , percentage for profit and attendance (clause 3)	0%	
13	Contractor's security Form (Clause 5)	Retention Money	
	a) Amount or maximum percentage of <i>contract sum</i> (Clause 5)	..... If nothing stated, 5% of the <i>contract sum</i>	
	b) If retention monies, percentage of each <i>progress certificate</i> (clause 5 and subclause 37.2)	..... If nothing stated, 10% until the limit in <i>Item 13(a)</i>	
	c) Time for provision (except for retention monies) (clause 5)	..... If nothing stated, within 28 days after <i>date of acceptance of tender</i>	
	d) additional <i>security</i> for unfixed plant and materials (subclauses 54. and 37.3)	N/A	
	e) <i>Contractor's security</i> upon <i>certificate of practical completion</i> is reduced by (subclause 5.4)	.....% of amount held If nothing stated, 50% of amount held	
14	Principal's security		
	a) Form (clause 5)	N/A	
	b) Amount or maximum percentage of <i>contract sum</i> (clause 5)	..... If nothing stated, nil	
	c) Time for provision (clause 5)	..... If nothing stated, within 28 days after <i>date of acceptance of tender</i>	
	d) <i>Principal's security</i> upon <i>certificate of practical completion</i> is reduced by (subclause 5.4)	..... If nothing stated 50% of amount held	
15	<i>Principal-supplied documents</i> (subclause 8.2)	Document	No of copies
		1 As per the specification	1
		2	
		3	
		4	
		If nothing stated, 5 copies of the drawings, specification, <i>bill of quantities</i> or <i>schedule of rates</i> (if any)	
16	Time for <i>Superintendent's direction</i> about documents (subclause 8.3)	..... days If nothing stated, 14 days	
17	Subcontract <i>work</i> requiring approval (Subclause 9.2)	All sub contract work greater than \$50,000 requires approval	
18	Novation	Subcontractor	Particular part of <i>WUC</i>

(subclause 9.4)

<i>Selected subcontractor</i>	Particular part of <i>WUC</i>
.....
.....
.....
.....
.....

19 *Legislative* requirements

- | | |
|----------------------------------------------|-------------------------|
| a) Those excepted
(subclause 11.1) |
.....
..... |
| b) Identified WUC
(subclause 11.2(a)(ii)) |
.....
..... |

20 *Insurance of the Works*
(clause 16)

- | | |
|-----------------------------------------------------------------|----------------------------------------------------------------------|
| a) Alternative applying | Alternative 1
If nothing stated, Alternative 1 applies |
| If Alternative 1 applies | \$50,000 |
| b) Provision for demolition and removal of debris | OR% of the <i>contract sum</i> |
| c) Provision for consultants' fees | \$50,000
OR% of the <i>contract sum</i> |
| d) Value of materials or things to be supplied by the Principal | N/A |
| e) Additional amount or percentage | OR % of the total of paragraphs (a) to (d) in clause 16 |

21 Public liability insurance
(clause 17)

- | | |
|-------------------------------------------------|-----------------------------------------------------------|
| a) Alternative applying | Alternative 1
If nothing stated, Alternative 1 applies |
| If Alternative 1 applies | |
| a) Amount per occurrence shall be not less than | \$20,000,000 |

22	Time for giving possession (subclause 24.1)	Within Days of <i>date of acceptance of tender</i> If nothing stated, 14 days
23	Qualifying causes of delay Causes of delay for which <i>EOTs</i> will not be granted (page 3, paragraph (b)(iii) of clause 1 and subclause 34.3)	..... ..... ..... .....
24	Liquidated damages, rate (subclause 34.7)	\$2,000 per day
25	<i>Bonus for early</i> practical completion (subclause 34.8)	
	a) Rate	N/A Per day \$..... Per day
	b) Limit	..... ..... Per day \$..... Per day
26	Delay damages, other <i>compensable causes</i> (page 1, clause 1 and subclause 34.9)	N/A
27	Defects liability period (clause 35)	..... If nothing stated, 12 months
28	Progress Claims (subclause 37.1)	
	a) Times for progress claims	30 th day of each month for <i>WUC</i> done to the 30 th day of that month
	OR	
	b) Stages of <i>WUC</i> for progress claims	..............................
29	Unfixed plant and materials for which payment claims may be made (subclause 37.3)	N/A
30	Interest rate on overdue payments (subclause 37.5)	..... % per annum If nothing stated, 18% per annum
31	Time for Principal to rectify inadequate possession (subclause 39.7)	..... days If nothing stated, 14 days

-
- 32 Arbitration
(subclause 42.3)
- a) Person to nominate an arbitrator
-
-
-
- If no-one stated, the President of the Australasian Dispute Centre
- b) Rules for arbitration
-
-
- If nothing stated:
rules 5-18 of the Rules of The Institute of Arbitrators, Australia for the Conduct of Commercial Arbitrations;
OR
if one or more of the parties are nationals of and habitually resident in, incorporated in, or where the central management and control is exercised in, different countries as between the parties, then the UNCITRAL Arbitration Rules shall apply and the appointing authority shall be the person provide in *Item 32(c)*
- c) Appointing Authority under
UNCITRAL Arbitration Rules
- If nothing stated, the President of the Australasian Dispute Centre

Attachment to Part A AS 4000 – 1997 (Item 11)

Limits of Accuracy

Limits of accuracy applicable to the quantities in the Schedule of Rates and Lump Sum items in Tender Schedules:	Seventy-five percent of the stated quantity and one hundred and twenty-five percent thereof respectively.
------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------



SECTION 7

FORMAL INSTRUMENT OF AGREEMENT

SECTION 7 FORMAL INSTRUMENT OF AGREEMENT
FORMAL INSTRUMENT OF AGREEMENT

This instrument shall be completed by Principal and Contractor after acceptance of the tender.
It is included here for the Tenderer's information.

This form comprises a binding Contractual Agreement between:

Bogan Shire Council _____ **Principal and Contractor**

To faithfully execute the whole of the Works as set out in the documents below for the
Tender No. 2016/3 Crushing Road Base Bogan Shire

Within the Area of Bogan Shire _____

In accordance with Tender dated: _____ **2017** _____

Letter of Acceptance dated: _____ **2017** _____

Contractual Document Parts Include

- *Notice to Tenderers (Section 1)*
- *Conditions of Tendering (Section 2)*
- *Specification (Section 3)*
- *Tender submission forms 1-13 (Section 4)*
- *AS 4000-1997 General Conditions of (Section 5)*
- *AS 4000-1997 Annexure Part A (Section 6)*
- *Formal Instrument of Agreement (Section 7)*

The Principal does not guarantee that information provided as additional to the Contract Documents to assist the Tenderer in the preparation of the tender is accurate or complete and the Tenderer must make their own assessment as to the validity of the information.

Signature of Principal: _____

Address: PO Box 221 NYNGAN NSW 2825 81 Cobar Street Nyngan

Witness: _____ (Signature)

THE COMMON SEAL of _____)
_____)
Is affixed in accordance with its articles of _____)
Association in the presence of :)

.....
Secretary/Director (sign)

.....
Name of Secretary (print)

.....
Director (sign)

.....
Name of Director (print)