



NORTH EAST  
CATCHMENT  
MANAGEMENT  
AUTHORITY

**REQUEST FOR TENDER**  
**CONTRACT No: 10 / SCS / 156**  
**SUPPLY OF CATCHMENT SERVICES and HIRE PLANT**  
**WATERWAY MANAGEMENT**

**December 2009 to November 2012 (2013)**

<b>Section A</b>	-	<b>Tender Information and Conditions of Tender</b>
<b>Section B</b>	-	<b>Conditions of Tendering</b>
<b>Section C</b>	-	<b>Conditions of Contract</b>
	-	<b>General Conditions of Contract</b>
	-	<b>Annexure A</b>
	-	<b>Special Conditions of Contract</b>
<b>Section D</b>	-	<b>Formal Instrument of Agreement</b>
<b>Section E</b>	-	<b>Specification</b>
<b>Section F</b>	-	<b>Tender Schedules</b>

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**Section A**

**Tender Information**

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## 1. Definitions

In the Tender Information and Conditions of Tender or where appearing elsewhere in the Tender Documents the words:

“ <b>Authority</b> ”	means the North East Catchment Management Authority.
“ <b>Tender Documents</b> ”	means the documents listed in Clause 2.
“ <b>Tenderer</b> ”	means the individual, organization, partnership or limited liability company submitting the Tender.
“ <b>the Tender</b> ”	means the Tender submitted by the Tenderer.

## 2. Tender Documents

The Tender Documents shall comprise the following documents:

Section A	Tender Information
Section B	Conditions of Tender
Section C	General Conditions of Contract Annexure to the General Conditions of Contract Special Conditions of Contract
Section D	Formal Instrument of Agreement
Section E	Specification
Section F	Tender Schedule

**No explanation or amendment to the Tender Documents shall be recognised unless it is in the form of a written addendum that has been numbered and issued by the Authority.**

## 3. Issue of Tender Documents

Intending Tenderers will be supplied with one copy of the Tender Documents.

Documents will be available from:

North East Catchment Management Authority

Wodonga Office  
1B Footmark Court  
Wodonga, 3690

Telephone: 02 6043 7600

Facsimile: 02 6043 7601

Enquires should be directed to:

Peter Sacco – River Health Operations Manager on 02 6043 7600

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**Section B**

**Conditions of Tendering**

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# **1. Information to be Submitted**

The following information must be submitted as part of the Tender:

## **1.1 Tender Schedules**

The Tender Schedules provided in Section F shall be fully completed by the Tenderer and submitted with the Tender.

## **1.2 Other Information**

The Tenderer may include any other information the Tenderer may consider relevant to the Tender.

## **1.3 Copies of the Tender**

The Tenderer must submit one copy of the original Tender.

# **2. Lodgement of Tenders**

## **2.1. General**

Tenderers shall lodge the Tender in a sealed envelope endorsed with the Contract Number at the place and by the time stated in clause 2.2.

## **2.2. Hand Delivered or Posted**

Each Tender must be either deposited in the Tender Box at

1B Footmark Court

Wodonga, 3690

before 4.00pm on Friday 6<sup>th</sup> November 2009,

or posted in time to be lodged in the Tender Box by that time and date.

## **2.3. Facsimile Transmission**

Tenders transmitted by facsimile shall be accepted if they are received before the closing time specified, and are promptly confirmed with the appropriate documents.

The following facsimile number is available for transmission of tenders:

Facsimile: (02) 6043 7601

Prospective users of this facility should ensure sufficient time for transmission of their Tender as the Authority will not accept responsibility for breakdown of equipment, engaged machines or any malfunction that results in a Tender not being received or being received late.

The Authority does not guarantee the security of any Tender transmitted by facsimile.

### 3. Rejection of Tender

The North East Catchment Management Authority reserves the right to reject any tender which:

1. is late;
2. is incomplete, obscure or irregular or contains omissions or erasures;
3. contains, in the opinion of the Authority, amounts which are unreasonable;
4. does not comply with a requirement of the Tender Documents.

Any determination made by the Authority in relation to the above matters will be final.

### 4. Intellectual Property

Ownership and copyright of all written and electronic material, information, plans and data obtained and produced as part of this project will rest with the North East CMA

### 5. OH&S Insurance and Regulatory Compliance

All Tenderers are required to complete the OH&S Questionnaire in Schedule 6 of this Tender and the information requested in Schedule 7 of this Tender.

### 6. Selection Criteria

The Selection Criteria, together with the relevant weighting of each criteria, upon which tenders will be assessed are:

- relevant experience 25%
- track record 25%
- management 25%
- price 25%

### 7. Acceptance of Tender

The Authority may, at its absolute discretion, before any tender is accepted, require the Tenderer to submit further information on aspects of the Tender.

The Tenderer shall note that prior to the acceptance of a tender, original documents relating to insurance must be produced for inspection. Tenders that do not meet these conditions will not be accepted.

The Tender shall remain valid for a period of 90 days from the date of tender lodgement.

**The Authority is not bound to accept the lowest tender or any tender** and will not be required to assign any reason for the rejection of any tender.

A tender shall not be deemed to have been accepted unless and until notice in writing of such acceptance has been delivered to or sent to the Tenderer by the Authority.

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**Section C**

**Conditions of Contract**

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# 1. General Conditions of Contract

The General Conditions of Contract are the Australian Standard AS/NZS 4911: 1998 General Conditions for Contract for the Supply of equipment without installation.

A copy of AS/NZS 4911: 1998 has not been issued with the Tender Documents although it does form part of the Tender Documents.

AS/NZS 4911: 1998 may be inspected at the North East Catchment Management Authority office at 1B Footmark Court, Wodonga or copies can be obtained from:

Standards Association of Australia  
PO Box 1055,  
Strathfield NSW 2135.

Part A, the Annexure to AS/NZS 4911: 1998 General Conditions for Contract for the Supply of equipment without installation forms part of the Contract and is attached.

[REDACTED]

**Part A**  
**AS/NZS 4911**

Annexure to the  
*Joint Australian / New Zealand Standard*  
**General conditions of contract for the supply of equipment without installation**

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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 these General Conditions of Contract and shall be read as part of the *Contract*.

**Item**

1. North East Catchment Management Authority

*urchaser*

(clause 1)

53 229 361 440

ABN

2. 1B Footmark Court, Wodonga Victoria 3690

*urchaser's address*

3. *Supplier*

(clause 1)

ACN

4. *Supplier's address*

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5. Stated purpose of the *Equipment* Implementation of River Health Projects  
(clause 1 – definition of *acceptable*)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

6. *Delivery date* *Delivery date: When required*  
(clause 1 and subclause 19.1) OR

Earliest date for *delivery* \_\_\_\_\_

Latest date for *delivery* \_\_\_\_\_

7. *Delivery place* Site / Premises:  
(clause 1 and subclause 19.1) Place / Section \_\_\_\_\_

8. Mode of *delivery* of *Equipment* N/A \_\_\_\_\_  
(subclause 19.1)

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9. Governing law  
(page 4, clause 1(h)) \_\_\_\_\_  
If nothing stated, the law of the jurisdiction where the delivery place is located.
10. (a) Currency  
(page 4, clause 1(g)) \_\_\_\_\_  
If nothing stated, the law of the jurisdiction where the delivery place is located.
- (b) Place for payments  
(page 4, clause 1 (g)) \_\_\_\_\_  
If nothing stated, the Purchaser's address
- (c) Place of business of bank  
(page 3, clause 1 (d) - definition of security) \_\_\_\_\_  
If nothing stated, the place nearest the Purchaser's address
11. Limits of supply  
(subclause 2.2) \_\_\_\_\_  
Upper limit \_\_\_\_ N/A \_\_\_\_\_  
Lower limit \_\_\_\_ N/A \_\_\_\_\_
12. Supplier's Security
- (a) Form (clause 3) \_\_\_\_\_  
N/A \_\_\_\_\_
- (b) Amount or maximum percentage of *contract sum* (clause 3) \_\_\_\_\_ %  
If nothing stated, 5%
- (c) If retention moneys, percentage to be retained from payment of each invoice (clause 3 and subclause 24.1) \_\_\_\_\_ % until the limit in *Item 12(b)*  
If nothing stated, 10% until the limit in item 12(b)
- (d) Time for provision (except for retention moneys) (clause 3) \_\_\_\_\_  
If nothing stated, within 28 days after date of acceptance of tender
- (e) Additional *security* for *Equipment* not delivered (subclauses 3.4 and 24.2) \_\_\_\_\_  
\_\_\_\_\_
- (f) *Supplier's security* upon *acceptance* is reduced by (subclause 3.4) \_\_\_\_\_ % of amount held  
If nothing stated, 50% of amount held

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13. Purchaser's security

- (a) Form (clause 3) N/A \_\_\_\_\_
- (b) Amount of maximum percentage of contract sum (clause 3) \_\_\_\_\_%  
If nothing stated, 5%
- (c) Time for provision (clause 3) \_\_\_\_\_  
If nothing stated, within 28 days after *date of acceptance of tender*
- (d) Purchaser's security upon acceptance is reduced by (subclause 3.4) \_\_\_\_\_% of amount held  
If nothing stated, 50% of amount held

14. Purchaser – supplied documents (subclause 6.2)

Document	No. of Copies
1. _____	
2. _____	
3. _____	
4. _____	
5. _____	
6. _____	
If nothing stated, 3 copies of the drawings and specification (if any)	

15. <i>Supplier</i> – supplied documents (subclause 6.2)	Document	No. of Copies
	1	
	2.	
	3.	
	4.	
	5	
	6.	
	If nothing stated, 3 copies	
16. Time for <i>Purchaser's direction</i> about documents (subclause 6.3(b))	_____ days	
	If nothing stated, 14 days	
17. Subcontract work requiring approval (subclause 7.2)	N/A _____	
18. Legislative requirements, those excepted (subclause 10.1)	N/A _____	
19. Reference date (clause 1, subclause 10.2(b))	_____	
	If nothing stated, then the 14 <sup>th</sup> day prior to closing of tenders	

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20. Insurance cover for the \_\_\_\_\_  
*Equipment* to be placed by \_\_\_\_\_  
(subclause 13.1) \_\_\_\_\_

If nothing stated, then before the Supplier commences performance of the Contract.

21. Public liability insurance, \$10,000,000 \_\_\_\_\_  
amount per occurrence \_\_\_\_\_  
shall be not less than \_\_\_\_\_ \$ \_\_\_\_\_  
(subclause 13.2)

If nothing stated, then not less than the contract sum

22. *Qualifying clause of delay*, N/A \_\_\_\_\_  
clauses of delay for which \_\_\_\_\_  
*EOTs* will not be granted \_\_\_\_\_  
(page 3, subparagraph 1 \_\_\_\_\_  
(b) (iii) of clause 1 and \_\_\_\_\_  
subclause 17.2)

23. Liquidated damages Rate N/A \_\_\_\_\_  
(subclause 17.5) \_\_\_\_\_  
\_\_\_\_\_ per day \$ \_\_\_\_\_ per day

24. Delay damages, other N/A \_\_\_\_\_  
compensable causes \_\_\_\_\_  
(page 1, clauses (page 1, \_\_\_\_\_  
clause 1 and subclause \_\_\_\_\_  
17.6)

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25. Period of time for \_\_\_\_\_ days commencing \_\_\_\_\_ days  
*acceptance testing* \*before / \*after delivery (\* delete one)  
(subclauses 18.1 and 21.1) If nothing stated, 28 days commencing on *delivery*

26. Party responsible for \_\_\_\_\_  
unloading the *Equipment* If nothing stated, the Supplier  
(subclause 19.1)

27. When risk in the *Equipment* \_\_\_\_\_  
passes \_\_\_\_\_  
(subclause 20.1) \_\_\_\_\_  
If nothing stated, risk in the *Equipment* shall pass on the later of *delivery, acceptance* or  
passing of ownership in accordance with subclause 20.2

28. Time at which ownership of	Time	Item
the <i>Equipment</i> passes to		
the Purchaser		
(subclause 20.2)		

If no time of times specified, upon the date of payment of the contract price under clause 24  
for the *Equipment* or part of it

29. Period for *Purchaser's* notice that *Equipment* is acceptable or rejected (subclause 21.1) \_\_\_\_\_ days  
If nothing stated, 7 days

30. Period for *Purchaser's* notice accepting or rejecting *Supplier's* proposal (subclause 21.4) \_\_\_\_\_ days  
If nothing stated, 7 days

31. Defects liability period (clause 22) \_\_\_\_\_  
If nothing stated, 12 months

32. Invoice (subclause 24.1) \_\_\_\_\_

(a) Time for invoices Seventh day \_\_\_\_\_ of each month for work done to the Last day \_\_\_\_\_ of the month

Or

(b) Stages of invoices for *Equipment* supplied \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Or

(c) Milestones for the rendering of invoices \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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33. Period for payment                      Thirty \_\_\_\_\_ days  
(subclause 24.1)                              If nothing stated, 14 days

34. *Equipment* for which                      N/A \_\_\_\_\_  
prepayment may be claimed                      \_\_\_\_\_  
(subclause 24.2)                                      \_\_\_\_\_

35. Interest rate on overdue                      \_\_\_\_\_ % per annum  
payments    If nothing stated, 18% per annum  
(subclause 24.5)

36. Arbitration (subclause 28.3)

(a) Person to nominate an arbitrator

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If no-one stated, then where the place stated in Item 9 is:

- (i) in New Zealand, the President of the Institution of Professional Engineers New Zealand; or
- (ii) elsewhere, the President of the Australasian Dispute Centre in or for the place referred to in Item 9

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If nothing stated:

- (I) rules 5-18 of the Rules of The Institute of Arbitrators & Mediators Australia for the Conduct of Commercial Arbitrations; or
- (II) 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 provided in Item 36(c)

(b) Appointing Authority  
under  
UNCITRAL Arbitration  
Rules

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If nothing stated, the President of the Australasian Dispute Centre

37. The *Supplier's* liability is limited as follows (clause 29)

The Respective limits apply to the sum of the respective claims and not to each claim.

(a) For claims in respect of or arising out of death or personal injury: Unlimited

(b) For loss of rents, income (other than arising out of death or personal injury) and the opportunity to earn profits and indirect and consequential loss

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If no amount specified, then \$1.00

(c) For all other claims whatsoever

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If no amount specified, the contract sum

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38. The Purchaser's liability is limited as follows (clause 29)

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If no amount specified, the *contract price*

## **2. Special Conditions of Contract**

### **2.1 Definitions**

In the Contract Documents the words:

**“Authority or Principal”** means the North East Catchment Management Authority.

**“Contractor or Supplier”** means the individual, organization, partnership or limited liability company listed on the Formal Instrument of Agreement.

**“the Contract”** means the Formal Instrument of Agreement and the documents listed on the Instrument.

### **2.2 Precedence of Documents**

Should there be any conflict between the documents comprising the Contract Documents, the order of precedence for interpretation shall be:

- Formal Instrument of Agreement
- Acknowledgment of Letter of Acceptance and Acceptance of Contract
- Letter of Acceptance
- Special Conditions of Contract
- General Conditions of Contract
- Annexure
- Specification
- Tender Submission
- Letters of Negotiation

### **2.3 Contract Period**

**2.3.1** The Contract period shall commence on the date of signing, December 1<sup>ST</sup> 2009 and shall end on the 30<sup>th</sup> of November 2012. Calculation for Rise & Fall will be made annually on the anniversary of the contract as per clause 2.5. The option exists for the contract to be extended for an additional 12 months provided the Authority and the Contractor are in written agreement.

**2.3.2** The CMA reserves the right to tender for an additional contractor for any works that is equal to or greater than \$50,000. Eg: Emergency works such as a declared flood, fire, etc

## 2.4 Management and Safety Systems

- 2.4.1** Contractors are advised that in order to meet North East CMA's requirements in respect of Occupational Health and Safety, Quality Assurance and Environmental Management they will be required to demonstrate that they have substantial systems developed and implemented to manage these areas of the works. Contractors already having third party certified systems in place to the standards indicated below will be deemed as meeting North East CMA's requirements for Management Systems.
- 2.4.2** Contractors should provide copies of relevant certifications:
- ISO 9000-2000 Quality Assurance
  - AS/NZ 4801-2001 Occupational Health and Safety
  - ISO 14001 Environmental Management
  - Safety Map (Initial Level) Occupational Health and Safety
  - CCF Civil Construction Management Code
  - Equivalent Standards
- 2.4.3** The Contractor shall complete the OH & S questionnaire as part of the tender documentation (Schedule 8). Contractors are required to have in place a safety program and systems that demonstrate compliance with all relevant sections of the Occupational Health and Safety Act (2004). Contractors are to submit details of their Occupational Health and Safety Management System prior to commencement of works under the Contract.
- 2.4.4** The Contractor must supply all necessary Personal Protective Equipment (PPE).
- 2.4.5** All operational tasks shall be conducted in a manner that recognises the potential for public access to the works site.

## 2.5 Rise and Fall

- 2.5.1** The fees payable under the Contract shall be subject to rise and fall calculation on the 1<sup>st</sup> of December for each year of the contract. The rates shall be adjusted in accordance with the following formula:

$$R_1 = R_0 \times (P_1/P_0) \text{ where}$$

$R_0$  is the rates tendered on the Tender Schedules:

$R_1$  is the adjusted rate

$P_0$  is the value of the first published Consumer Price Index, Transport Group for Melbourne, Table 1 of the "Consumer Price Index" (Catalogue No. 6401.0) published by the Australian Bureau of Statistics for the quarter prior to the 1 October in the previous year.

$P_1$  is the value of the first published Consumer Price Index. Transport Group for Melbourne, Table 1 of the "Consumer Price Index" (Catalogue No. 6401.0) published by the Australian Bureau of Statistics for the quarter prior to the 1 October in the current year.

## **2.6 Contractor Performance and Termination**

- 2.6.1** The Authority may terminate the Contract or direct the contractor to cease works and withdraw equipment by giving 24 hours notice to the Contractor. If insufficient notice or no notice is given, the Authority shall pay a sum equal to one day's working hire.
- 2.6.2** If the Contractor fails to carry out the Contract when called upon to do so, or fails to proceed continuously with carrying out the Contract, or makes any other breach of the Contract, the Authority may without notice, and without prejudice to any rights of the Authority consequent on failure or breach, terminate the Contract.
- 2.6.3** Any damage done to any private or public assets including fences, gates, roads (private and public), buildings, bridges, grates and crossings or injury to stock by the Contractor shall be the responsibility of the contractor and shall be rectified immediately. The River Health Operations Manager may arrange for the repair of such damage or the treatment of injured stock if the Contractor does not carry out or make proper arrangements. The costs of any repairs or treatment so arranged shall be passed on to the Contractor.
- 2.6.4** Feedback on performance will be provided to the contractor on an annual basis in an effort to resolve performance issues and proactively manage performance expectations for both parties.

## **2.7 Hiring Hours**

- 2.7.1** The plant is hired at the rates shown in the Schedules and according to the terms and conditions outlined in this contract. Hire periods will be from six hours duration, to a maximum period specified on the purchase order. Saturdays, Sundays and public holidays will be outside the hiring period, unless prior approval is given in writing by the Authority's River Health Projects Manager for works to continue on these days.
- 2.7.2** If hire periods of less than six hours are required the Authority reserves the right to hire alternative suppliers, outside of this contract (excluding low loader and prime mover hire), although preference will still be given to the preferred supplier for a given item of plant for minor works.
- 2.7.3** Attachments for plant required for the works will be provided for the entire hire period that an item of plant is engaged. Standby Rates will not be paid for any downtime or delays unless by prior arrangement.
- 2.7.4** The Authority shall give Contractors a minimum of 24 hours notice of when the equipment is required for hire. The Authority can direct the contractor to cease works and withdraw equipment (refer clause 2.6).
- 2.7.5** The Contractor can withdraw equipment from a works site only after:
  - (a) a minimum of 24 hours notice has been given to the Authority's River Health Projects Manager or other delegate nominated by the Authority, and;
  - (b) the site has been inspected by an Authority representative to determine if works can be suspended, and;
  - (c) the Authority's River Health Projects Manager or other delegate nominated by the Authority authorises the removal of the equipment.
- 2.7.6** Once works are completed, no further payments will be made to the contractor if the contractor chooses to leave the plant on site prior to travel to the next worksite, whether or

not the next site is an Authority job. For dry hire operations the contractor will be advised when works are completed. Once this notification is given the Authority will not accept requests for payment for anytime beyond that day.

- 2.7.7** In the event of a preferred contractor being unable to supply a specific item of plant or attachment, for any reason, the Authority reserves the right to engage an alternative contractor for the purposes of undertaking works at a particular work site (as defined by the purchase order) where the specific item of plant is required. Once so engaged, the alternative contractor's plant item will continue working to the completion of the defined works, regardless of whether or not the preferred contractor's plant item becomes available during this period. Subsequent work sites will then revert back to the preferred contractor under the conditions of this contract.

## **2.8 Engaging secondary contractors**

- 2.8.1** Should the Contractor be unable or unwilling to supply as directed by the River Health Operations Manager or delegated Project Officer within 2 weeks of the time required by the Authority, the Authority may engage the secondary placed tender under the contractor or other as required to carry out the works or such part of it as considered necessary to ensure that the total works are completed at a satisfactory rate.

## **2.9 Ordering and Payment**

- 2.9.1** Plant will be ordered via a purchase order, which will detail the site location, plant required and the dates/hours to be worked. Variations above and beyond the amounts detailed on the purchase order will not be accepted for any reason, without prior written approval from the River Health Projects Manager. Within 24 hours of the approved variation a separate purchase order will be issued to cover additional volumes, or an amendment of the original purchase order will be issued.
- 2.9.2** The Authority will only pay for works that have been ordered and documented with a valid Purchase Order.
- 2.9.3** Tax Invoices must quote the purchase order number relevant to the work completed. Tax invoices should clearly state the supplier name and ABN number, the issue date and the recipient name and address in full. Tax invoices must also state the quantity, description of goods or services and the GST amount. Payment will be made either by cheque or electronic funds transfer.

## **2.10 Transport**

- 2.10.1** The Authority shall bear the cost of transporting the Contracted plant from:

- the contractor's depot to the work site, and;
- from site to site, including the cost of travel for the low loader and prime mover only from the contractor's depot to the pick up site, for one way only.
- The Authority will not bear the cost of transport/float of equipment following the completion or termination of works.
- The Authority will not bear the cost of transportation of machinery to or from worksites where that machinery is rejected prior to the commencement of works due to non-conformance with the contract specifications.

**2.10.2** For the transportation of plant owned by the Authority (including, but not limited to, Cat 324 [325 track frame], four wheel drive tractors and Bedford water cart) the contractor will receive payments as per the conditions listed above.

**2.10.3** The Authority will not pay for time or kilometres in relation to:

- (a) inspecting and scoping the works;
- (b) transportation from the works site to any job not related to this Contract

## **2.11 Maintenance and Operation**

**2.11.1** The Contractor shall:

- a) Deliver the plant in good working order and in accordance with the Occupational Health and Safety requirements of the Contract and maintain it in that condition at the Contractor's expense.
- b) Comply with all reasonable directions from the Authority.
- c) Be liable for all damage or undue wear caused by or arising out of the Contractor's failure to adequately lubricate and maintain the hired Plant.
- d) Have all repairs and maintenance of the plant carried out expeditiously and, as far as practicable, either outside normal working hours or during periods of stand down.
- e) Ensure operators are experienced in waterway management works.
- f) The contractor will take all reasonable steps to ensure that machinery; vehicles etc are free of pathogens and weed seeds before entering or leaving work sites.
- g) Provide facilities for use of employees such as toilets, water, power, camping, shelter, and accommodation as appropriate
- h) Keep the site free of litter and rubbish and on completion of the works, it shall remove from the site and all areas utilised by the Contractor for the purposes of the works, all plant, buildings, rubbish, unused materials, surplus materials and other materials belonging to it or used under its direction, and leave the site and such other areas clean and tidy to the satisfaction of the Authority.
- i) Before commencing work or bringing any plant or equipment onto each work site, attend an on-site pre-commencement of work meeting with the Authorities representative, unless otherwise arranged with the River Health Projects Manager.
- j) Before commencement of works have closely inspected the site, and have a full understanding of the work involved, and the planned method of achieving the works.
- k) Provide, operate and maintain adequate fire fighting equipment for the protection their plant and equipment and shall take all necessary measures to prevent fire during the execution of the Contract.
- l) Comply with the requirements of the Forest Act, Country Fire Authority Acts and Regulations, and any other relevant regulations, and shall ensure that all persons on the Site observe these requirements.
- m) at the time of submitting invoices for completed works submit the following records:

- Reports on any accidents or “near misses”.
- A report on outputs delivered eg: length of waterway treated and any other relevant information.
- Any other reports relating to the execution of the specific duties of this contract as discussed with the River Health Projects Manager or delegated officer.

## **2.12 Recovery of Plant**

- 2.12.1** In the event of an incident involving a contractors machine becoming bogged, overturned, suffering mechanical failure or otherwise requiring retrieval, where the item of plant was being operated by an employee of the contractor (i.e. non dry-hire operation), and the contractor shall be responsible for the full cost of recovery of the item of plant.
- 2.12.2** Where possible or appropriate the Authority will assist the contractor in the recovery of plant through utilising its own resources, or sourcing alternative resources. Should this occur the Authority will invoice the contractor for the hours spent on the recovery of the item of plant.
- 2.12.3** Contractors should note that the Authority has a legal requirement to immediately report to Work Cover all incidences of overturned plant (or similar accident), even if no injury has resulted from the incident. In the interests of continuous business improvement, if the incident warrants further investigation, the contractor may be invited to a de-briefing meeting at an Authority office location to discuss how similar incidents might be avoided in the future.

## **2.13 Regulatory Compliance**

- 2.13.1** All plant and road transport vehicles used in connection with the Contract shall comply with the requirements of the Victoria Motor Car Act, Transport Regulation Act, and other Regulations.
- 2.13.2** Notwithstanding anything contained in the above Acts and regulations, the Contractor shall observe any load or speed restriction signs fixed on any roadway, bridge, culvert or driveway.
- 2.13.3** The Contractor shall hold all appropriate licences and authorities for the execution of the Contract. The Contractor, when requested by the Authority, must produce the necessary authorities or licences.
- 2.13.4** All road taxes, registration and licence payments of whatever type is required to be paid under the Contract shall be paid by the Contractor. The Contractor shall seek no additional payment whatsoever in this regard.

## **2.14 Indemnity**

- 2.14.1** The contractor shall indemnify and keep indemnified the Authority against any liability loss claim or proceedings whatsoever in respect of personal injury to or death of any person and any injury or damage whatsoever to any property real or personal arising out of or in connection with the works during the period of this Contract provided that such personal injury to or death of any person and injury or damage to any property is due to negligence, omission or default of the Contractor, or servants or agents of the Contractor, and shall make good any loss of or damage to any property real or personal of the Authority arising as aforesaid. But the Contractor’s liability to indemnify the Authority shall be reduced

proportionally to the extent that the act or omission of the Authority, the Superintendent or the Authority's other contractors, employees, consultants or agents contributed to the loss, damage, death or injury.

## **2.15 Liability Insurance**

- 2.15.1** Before the Contractor commences work under the Contract, the Contractor shall effect a public liability policy of insurance in the joint names of the Authority and the Contractor which covers the Authority, the Contractor, the Superintendent and all subcontractors employed from time to time in relation to the work under the contract for their respective rights and interests, and covers their liabilities to third parties. The policy shall also cover the Contractor's liability to the Authority and the Authority's liability to the Contractor for loss of or damage to property and the death of or injury to any person (other than liability insured under Clause 2.13). Insurance effected by the Contractor shall be with an insurer and in terms both approved in writing by the Authority, which approvals shall not be unreasonably withheld.
- 2.15.2** The public liability policy of insurance shall be for an amount in respect of any one occurrence not less than \$10,000,000 with a maximum excess, for any one event, of not more than \$10,000. The policy shall be maintained until the Final certificate is issued.
- 2.15.3** In this clause the phrase "any person" shall include the Contractor and any servant or agent of the Authority.

## **2.16 Insurance of Employees**

- 2.16.1** Before commencing work the Contractor, if an employer who in any financial year employs a worker within the meaning of Section 5(1) of the Accident Compensation Act 1985, must obtain and keep in force a WorkCover insurance policy in accordance with Part 2, Section 7 of the Accident Compensation (WorkCover Insurance) Act 1993.
- 2.16.2** The Contractor shall ensure that every subcontractor is similarly insured.

## **2.17 Sub Contracts**

- 2.17.1** The Contractor shall not without the consent in writing of the River Health Projects Manager sub-contract any part of the Works.
- 2.17.2** Any consent given by the River Health Projects Manager shall not relieve the Contractor from any of the Contractor's liabilities or obligations.

### **3. PRE TENDER MEETING**

All prospective contractors intending to tender services for any or all areas of the North East Catchment Management Authority area are required to attend a compulsory pre-tender meeting to discuss questions and/or specific matters relating to the terms of the contract (see below for details) at one of the locations listed below. Contractors may attend the meeting that is most convenient to them.

**It is not necessary for contractors to attend both of these meetings.**

Minutes from the two meetings and answers to any questions taken on notice will be provided to all attendees.

#### **Meeting 1**

East Gippsland Shire Offices,  
Omeo Business Centre,  
179 Day Avenue, Omeo, Victoria  
**Tuesday 20<sup>th</sup> October 2009**  
**Commencing at 10.00am**

#### **Meeting 2**

North East Catchment Management Authority Offices,  
1B Footmark Court  
Wodonga, Victoria  
**Wednesday 21<sup>st</sup> October 2009**  
**Commencing at 10:00am**

**Attendance at one of these meetings is compulsory for any prospective tenderers**

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**Section D**

**Formal Instrument of Agreement**

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**FORMAL INSTRUMENT OF AGREEMENT**

CONTRACT NO. **10 / SCS / 156**

CONTRACTOR

FOR **SUPPLY OF CATCHMENT SERVICES & Plant Hire**

THIS AGREEMENT MADE THE        DAY OF                                **2009**

BETWEEN 'THE CONTRACTOR' AND **NORTH EAST CATCHMENT MANAGEMENT AUTHORITY** 'THE PRINCIPAL'.

AMOUNT OF THE CONTRACT \$        **Schedule of Rates**

IT IS AGREED THAT THE FORMAL INSTRUMENT OF AGREEMENT TOGETHER WITH THE FOLLOWING DOCUMENTS:

- Section    A:    Tender Information**
- B:    Conditions of Tender**
- C:    General Conditions of Contract**
- Annexure to the General Conditions of Contract**
- Special Conditions of Contract**
- E:    Specification No. 10/SCS/156**
- F:    Tender Schedule/s**

SHALL TOGETHER CONSTITUTE THE CONTRACT BETWEEN THE PARTIES.

SIGNED ON BEHALF OF THE  
**NORTH EAST CATCHMENT  
MANAGEMENT AUTHORITY**

EXECUTIVE OFFICER    (Signature) .....

(Print name) .....

Date .....

SIGNED  
**BY THE CONTRACTOR**

CONTRACTOR            (Signature) .....

(Print name) .....

Date .....

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**Section E**

**Specification**

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# NORTH EAST CATCHMENT MANAGEMENT AUTHORITY

## SPECIFICATION NO: 10 / SCS / 156

### SPECIFICATION FOR THE SUPPLY OF CATCHMENT SERVICES AND HIRE PLANT

#### 1. Hiring Requirements

The North East Catchment Management Authority is on occasion, required to hire plant from private and public operators for use on Waterway Management projects throughout the North East region. The North East Catchment is comprised of four sub-catchments: Ovens, King and Black Dog Creek; Upper Murray and Mitta Mitta, Omeo and Benambra district; and Wodonga, Kiewa and Indigo (see attached map).

Contractors with the items of plant or equipment listed herein may supply one or more of the required items of plant and accessories for one or all of the sub-catchment areas for the period of the contract.

The Authority intends that contracts will be let for the supply of particular 'packaged plant' for specific river health operations as well as contracts for individual plant items that are required for general river health operations.

The North East Catchment Management Authority hires Contractors on the basis of obtaining services with optimal operator performance, plant condition, safety, reliability, hire rate and plant availability. As plant will be operating in and around waterways, environmental criteria including the requirement that plant not to leak fuel and lubricants will be mandatory.

Note: This specification does not preclude municipal councils, State government departments and semi-government authorities.

#### 1.1 Information

Prior to submitting a tender the Contractor will be deemed to have:

- examined all the information made available by the Authority for the purpose of tendering including the Specification, Schedules, Conditions of Tender, contract conditions and the like; and
- examined all information relevant to the risks, contingencies and other circumstances which could affect this tender, and which is obtainable by the making of reasonable inquiries; and
- informed themselves as far as practicable of the nature of the work, materials and transport necessary for the execution of the work under the Contract,
- satisfied themselves as to the correctness and sufficiency of their tender for the work under the Contract, and the price and rates stated therein cover the cost of performing all their obligations under the Contract.

Failure by the Contractor to do any or all of the things they are deemed to have done under this clause will not relieve them of their liability to perform all of their obligations under the Contract.

## 2. Catchment Services

The North East Catchment Management Authority proposes the establishment of a number of contracts for the supply of plant and accessories for River Management Works. The Authority intends that contracts will be let for the supply of the following a) packaged plant for specific river health operations as well as contracts for b) individual plant items that are required for general river health operations.

### 2.1 Packaged plant for specific river health operations – by sub catchment

<i>Catchment Service</i>	<i>Plant items required</i>	<i>Mandatory accessories</i>	<i>Essential accessories to be supplied with plant</i>	<i>Location required</i>
Willow clearing (Excavator & Log Skidder)	<ul style="list-style-type: none"> <li>15-25 Tonne Excavator</li> <li>Log Skidder</li> </ul>	FOPS fitted Air Conditioned cabin UHF Radio Travel warning	Standard digging bucket; Quick hitch; Log grab (specify type); Bucket capable of bulk loading of wet gravels and mud; Rake Industry accredited chainsaw operator (felling)	Ovens King & Black Dog Wodonga, Kiewa & Indigo Upper Murray & Mitta Omeo & Benambra
Willow clearing (Excavator & Lopping head)	<ul style="list-style-type: none"> <li>15-25 Tonne Excavator</li> <li>Lopping Head on 30 tonne excavator</li> </ul>	FOPS fitted Air Conditioned cabin UHF Radio Travel warning	Standard digging bucket; Quick hitch; Log grab (specify type); Bucket capable of bulk loading of wet gravels and mud; Industry accredited chainsaw operator (felling)	Ovens King & Black Dog Wodonga, Kiewa & Indigo Upper Murray & Mitta Omeo & Benambra
Sand extraction	<ul style="list-style-type: none"> <li>Dump trucks - 6 wheel drive articulated with min 25 t capacity min two (specify size)</li> <li>25-30 tonne excavator</li> </ul>	FOPS fitted Air Conditioned cabin UHF Radio Travel warning	Quick hitch; Bucket capable of bulk loading of wet gravels, sand and mud	Ovens King & Black Dog Wodonga, Kiewa & Indigo Upper Murray & Mitta

Pile Driving	<ul style="list-style-type: none"> <li>• 25 - 30 Tonne Excavator</li> <li>• Vibrating plate</li> <li>• Impact Driver</li> </ul>	<p>FOPS fitted</p> <p>Air Conditioned cabin</p> <p>UHF Radio</p> <p>Travel warning</p>	<p>Quick hitch;</p> <p>Industry accredited chainsaw operator</p>	<p>Ovens King &amp; Black Dog</p> <p>Wodonga, Kiewa &amp; Indigo</p> <p>Upper Murray &amp; Mitta</p> <p>Omeo &amp; Benambra</p>
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## 2.2 General river health plant requirements – by sub catchment

<i>Plant items required</i>	<i>Mandatory accessories</i>	<i>Essential accessories to be supplied with plant</i>	<i>Location required</i>
12-15 Tonne Excavator	FOPS fitted Air Conditioned cabin UHF Radio Travel warning	Standard digging bucket; Quick hitch; Log grab (specify type); Bucket capable of bulk loading of wet gravels and mud; Vibrating Plate Industry accredited chainsaw operator (felling)	Ovens King & Black Dog Wodonga, Kiewa & Indigo Upper Murray & Mitta Omeo & Benambra
20-25 Tonne Excavator	FOPS fitted Air Conditioned cabin UHF Radio Travel warning	Standard digging bucket; Quick hitch; Log grab (specify type); Bucket capable of bulk loading of wet gravels and mud; Vibrating Plate Industry accredited chainsaw operator (felling)	Ovens King & Black Dog Wodonga, Kiewa & Indigo Upper Murray & Mitta Omeo & Benambra
30 Tonne Excavator	FOPS fitted Air Conditioned cabin UHF Radio Travel warning	Standard digging bucket; Quick hitch; Log grab (specify type); Bucket capable of bulk loading of wet gravels and mud; Vibrating Plate Industry accredited chainsaw operator (felling)	Ovens King & Black Dog Wodonga, Kiewa & Indigo Upper Murray & Mitta Omeo & Benambra
30 Tonne Excavator (Quarry Operations)	FOPS fitted Air Conditioned cabin UHF Radio Travel warning	Quick hitch; Rock Digging Bucket; Ripper Rock Breaker	Ovens King & Black Dog Wodonga, Kiewa & Indigo Upper Murray & Mitta

25-30 Tonne Long Reach Excavator	FOPS fitted Air Conditioned cabin UHF Radio Travel warning	Standard digging bucket; Quick hitch; Log grab (specify type); Bucket capable of bulk loading of wet gravels and mud; Vibrating Plate Industry accredited chainsaw operator (felling)	Ovens King & Black Dog Wodonga, Kiewa & Indigo Upper Murray & Mitta Omeo & Benambra
Log Skidder	FOPS fitted Air Conditioned cabin UHF Radio Travel warning	Grapple and / or Cable (specify type) Industry accredited chainsaw operator (felling)	Ovens King & Black Dog Wodonga, Kiewa & Indigo Upper Murray & Mitta Omeo & Benambra
10m <sup>3</sup> Tip Truck	UHF Radio Air conditioned/filtered air system Travel Warning	Truck and trailer covers / tarps	Ovens King & Black Dog Wodonga, Kiewa & Indigo Upper Murray & Mitta Omeo & Benambra
10m <sup>3</sup> Tip Truck and min 6m <sup>3</sup> tipping trailer	UHF Radio Air conditioned/filtered air system Travel Warning	Truck and trailer covers / tarps	Ovens King & Black Dog Wodonga, Kiewa & Indigo Upper Murray & Mitta Omeo & Benambra
Lopping Head on 30 tonne excavator	FOPS fitted Air Conditioned cabin UHF Radio Travel warning	Standard digging bucket; Quick hitch; Log grab (specify type); Rake Industry accredited chainsaw operator (felling)	Ovens King & Black Dog Wodonga, Kiewa & Indigo Upper Murray & Mitta Omeo &

			Benambra
Low Loader and Prime Mover	UHF Radio Travel Warning	Outriggers, capable of carrying a 30 Tonne excavator	Ovens King & Black Dog Wodonga, Kiewa & Indigo Upper Murray & Mitta Omeo & Benambra
Dump Trucks - 6 wheel drive articulated / min 25 t capacity (min two)	Air Conditioned cabin UHF Radio Travel warning	(Specify size)	Ovens King & Black Dog Wodonga, Kiewa & Indigo Upper Murray & Mitta Omeo & Benambra
Mobile Wood Chipper (min 12 inch / 300 mm diameter)	Hydraulic in-feed rollers and lock out safety features Emergency stop	(Specify size)	Ovens King & Black Dog Wodonga, Kiewa & Indigo Upper Murray & Mitta Omeo & Benambra

### 3. Contractor Requirements

The contractor shall undertake to provide the following:

- to keep the machines and any attachments in safe and efficient operating condition as per the manufacturers specification;
- to provide a competent and fully accredited operator or operators for the plant, and pay all wages, overtime, camping allowances and travelling expenses of the operator and of any other personnel necessary for the safe and efficient operation of the plant;
- to provide a copy of the operator(s) daily work sheets to the CMA, weekly for large scale sites or on completion of the site where works take less than a week;
- to notify the Authority immediately of any change of operator; or conditions of plant;
- to provide plant which has all safety equipment and guards in accordance with manufacturers specification and relevant Australian Standards including Roll Over Protection System (ROPS) and Fall Over Protection System (FOPS) protection systems where appropriate;
- to supply at the Contractor's own expense all fuel, oil, grease and spare parts and anything necessary for the continuous and satisfactory operation of the plant;
- to manage the plant so that it will be ready to commence operation at the time when other works start on the job, and to operate plant maintenance, plant operation and operator training systems in accordance with the Occupational Health and Safety requirements of the Contract;
- to work the plant continuously as required during the period of hire;
- to provide all replacements of cutting blades, tyres, wire ropes etc.; and
- to ensure that when unattended the plant is in a safe condition and is not or liable to become a safety hazard.
- Ensure operators are experienced in waterway management works.
- The contractor will take all reasonable steps to ensure that machinery, vehicles etc are free of pathogens and weed seeds before entering or leaving work sites.
- provide facilities for use of employees such as toilets, water, power, camping, shelter, and accommodation as appropriate
- keep the site free of litter and rubbish and on completion of the works, it shall remove from the site and all areas utilised by the Contractor for the purposes of the works, all plant, buildings, rubbish, unused materials, surplus materials and other materials belonging to it or used under it's direction, and leave the site and such other areas clean and tidy to the satisfaction of the Authority.
- Before commencing work or bringing any plant or equipment onto each work site, attend an on-site pre-commencement of work meeting with the Authorities representative, unless otherwise arranged with the River Health Projects Manager.
- Before commencement of works have closely inspected the site, and have a full understanding of the work involved, and the planned method of achieving the works.
- provide, operate and maintain adequate fire fighting equipment for the protection their plant and equipment and shall take all necessary measures to prevent fire during the execution of the Contract.

- comply with the requirements of the Forest Act, Country Fire Authority Acts and Regulations, and any other relevant regulations, and shall ensure that all persons on the Site observe these requirements.
- at the time of submitting invoices for completed works submit the following records:
  - Reports on any accidents or “near misses”.
  - A report on length of waterway treated and any other relevant information.
  - Any other reports relating to the execution of the specific duties of this contract as discussed with the River Health Projects Manager or delegated officer.

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**Section F**

**Tender Schedules**

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**TENDER SCHEDULE No. 1 – INFORMATION ON TENDERER**

**SUPPLY OF HIRE PLANT**

**Period 1/12/2009 – 30/11/2012 (2013)**

1. Name of Tenderer (Company Name):

\_\_\_\_\_

2. Address of Tenderer:

\_\_\_\_\_

\_\_\_\_\_

3. Telephone No. (BH): \_\_\_\_\_ (AH): \_\_\_\_\_

Facsimile No: \_\_\_\_\_ Mobile No: \_\_\_\_\_

4. Australian Business Number (if applicable) \_\_\_\_\_

5. Australian Company Number (if applicable): \_\_\_\_\_

6. Signature of Tenderer \_\_\_\_\_

7. Date of Tender \_\_\_\_\_

*This tender must be signed by the Tenderer personally or by some person with authority to sign on the Tenderer's behalf, and the person must initial each page of all schedules submitted with, and forming part of the Tender).*

TENDER SCHEDULE No. 1 – HIRE RATES FOR PACKAGED PLANT REGARDING SPECIFIC RIVER HEALTH OPERATIONS

**OVENS, KING AND BLACK DOG**

Period 1/12/2009 – 30/11/2012 (2013)

CATCHMENT SERVICE	DESCRIPTION OF PLANT							
	MAKE	MODEL	YEAR	REG. NO	CAPACITY	AVAILABLE ACCESSORIES	HOURLY RATE (GST EXCLUSIVE)	STANDBY RATE (GST EXCLUSIVE)

<b>NAME OF TENDERER OR SUB-CONTRACTOR</b>	
<b>ADDRESS</b>	
<b>TELEPHONE NO.</b>	
<b>SIGNATURE</b>	
<b>DATE</b>	

NOTE: When completing the schedule of hire rates forms, Tenderers must indicate the additional rate, if any, for the cost of the identified additional accessories.







TENDER SCHEDULE No. 5 – HIRE RATES FOR GENERAL RIVER HEALTH PLANT REQUIREMENTS

**OVENS, KING AND BLACK DOG**

Period 1/12/2009 – 30/11/2012 (2013)

TYPE OF PLANT	DESCRIPTION OF PLANT							
	MAKE	MODEL	YEAR	REG. NO	CAPACITY	AVAILABLE ACCESSORIES	HOURLY RATE (GST EXCLUSIVE)	STANDBY RATE (GST EXCLUSIVE)

<b>NAME OF TENDERER OR SUB-CONTRACTOR</b>	
<b>ADDRESS</b>	
<b>TELEPHONE NO.</b>	
<b>SIGNATURE</b>	
<b>DATE</b>	

NOTE: When completing the schedule of hire rates forms, Tenderers must indicate the additional rate, if any, for the cost of the identified additional accessories.

TENDER SCHEDULE No. 6 – HIRE RATES FOR GENERAL RIVER HEALTH PLANT REQUIREMENTS

WODONGA, KIEWA AND INDIGO

Period 1/12/2009 – 30/11/20012 (2013)

TYPE OF PLANT	DESCRIPTION OF PLANT							
	MAKE	MODEL	YEAR	REG. NO	CAPACITY	AVAILABLE ACCESSORIES	HOURLY RATE (GST EXCLUSIVE)	STANDBY RATE (GST EXCLUSIVE)

<b>NAME OF TENDERER OR SUB-CONTRACTOR</b>	
<b>ADDRESS</b>	
<b>TELEPHONE NO.</b>	
<b>SIGNATURE</b>	
<b>DATE</b>	

NOTE: When completing the schedule of hire rates forms, Tenderers must indicate the additional rate, if any, for the cost of the identified additional accessories.

TENDER SCHEDULE No. 7 – HIRE RATES FOR GENERAL RIVER HEALTH PLANT REQUIREMENTS

UPPER MURRAY, MITTA

Period 1/12/2009 – 30/11/20012 (2013)

TYPE OF PLANT	DESCRIPTION OF PLANT							
	MAKE	MODEL	YEAR	REG. NO	CAPACITY	AVAILABLE ACCESSORIES	HOURLY RATE (GST EXCLUSIVE)	STANDBY RATE (GST EXCLUSIVE)

<b>NAME OF TENDERER OR SUB-CONTRACTOR</b>	
<b>ADDRESS</b>	
<b>TELEPHONE NO.</b>	
<b>SIGNATURE</b>	
<b>DATE</b>	

NOTE: When completing the schedule of hire rates forms, Tenderers must indicate the additional rate, if any, for the cost of the identified additional accessories.



**TENDER SCHEDULE No. 9 – OH&S QUESTIONNAIRE**

**SUPPLY OF CATCHMENT SERVICES AND HIRE PLANT**

**Period 1/12/2009 – 30/11/2012 (2013)**

<b>1</b>	<b>OHS Policy and Management</b>		
1.1	Is there a company OHS Policy, Management System manual or plan?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	<i>If yes please provide a copy of the policy and contents page (s).</i>		
	Comments		
<b>2</b>	<b>Safe Work Practices and Procedures</b>		
2.1	Has the company prepared safe operating procedures or specific safety instructions relevant to its operations?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	<i>If yes please provide a summary listing of procedures or instructions.</i>		
	Comments		
2.2	Does the company have any permit to work systems?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	eg. (Tag lock out, Excavation and shoring)		
	<i>If yes please provide a summary listing or permits:</i>		

2.3	Is there a documented incident investigation procedure?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
2.4	Are there procedures for maintaining, inspecting and assessing the hazards of plant operated/owned by the company?		
	<i>If yes, provide details</i>		
2.5	Are there procedures for storing and handling hazardous substances?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	<i>If yes, provide details</i>		
2.6	Are there procedures for identifying, assessing and controlling risks associated with manual handling?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	<i>If yes, provide details</i>		
<b>3</b>	<b>OHS Performance</b>		
3.1	Has the company or any of its employees ever been convicted of an occupational health and safety offence?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	<i>If yes, provide details</i>		

<b>4</b>	<b>Environmental Management</b>		
4.1	Have company employees successfully completed an accredited Environmental Management training course/package?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	<i>If yes, provide details</i>		
<b>5</b>	<b>Civil Contractors Federation (CCF) Certification</b>		
5.1	Has the company achieved certification according to the CCF Civil Construction Management Code?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	<i>If yes, provide details</i>		

<b>Tenderers Name</b>	
<b>Signed</b>	

**TENDER SCHEDULE No. 9 – INSURANCE AND REGULATORY COMPLIANCE INFORMATION**

**SUPPLY OF HIRE PLANT**

**Period 1/12/2009 – 30/11/2012 (2013)**

<b>Insurance Policy</b>	<b>Company</b>	<b>Policy No.</b>
WorkCover		
Public Liability		
Motor Vehicle		
Material Damage		

<b>Other</b>	<b>Dept.</b>	<b>Licence No.</b>
Drivers Licence		
Plant Operator		
Chemical etc		

<b>Tenderers Name</b>	
<b>Signed</b>	