

PARKES SHIRE COUNCIL



**2009/2010
HIRE OF EQUIPMENT
(PLANT AND TRUCKS)**

PART C

TENDER SUBMISSION DOCUMENTS

THE CLOSING DATE FOR TENDERS IS

**THURSDAY 9 JULY 2010
AT 10AM**



PARKES SHIRE COUNCIL

PART - C

TENDER SCHEDULES

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(A reference in the Schedules to Service Providers means Consultants, Contractors and Suppliers)

Tender Schedules

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1. Schedule of Rates Documents

NOTE

To submit a conforming tender, the Tenderer must complete all the Schedules nominated above to constitute the TENDER FORM. If there is insufficient space for any response, please prepare an attachment to the relevant Schedule. **Failure to complete this section may result in rejection of the tender.**

PRIVACY & PERSONAL INFORMATION PROTECTION NOTICE: Tenderers are advised that all (if any) personal information, required to be provided with their tender submission, is intended only for use by Council staff. The purpose being for the assessment of tenders (in accordance with the Local Government Tendering Regulations 1999). The information will be stored at Council's Administration Centre in accordance with the requirements of the State Records Act 1998.

SCHEDULE - TENDERER'S DECLARATION

CONTRACT: *HIRE OF EQUIPMENT - PLANT & TRUCKS 2009-2010*

Tenderer (full trading name): _____

ACN: _____

ABN: _____

Contact Person: _____

Title: _____

Principal Business Address: _____

Telephone: _____ Facsimile: _____

Email: _____

Legal Status: _____

**Note: If the Tenderer is a Trust or a Trustee of a Trust,
then a full copy of the trust deed MUST be submitted with the tender.**

The Tenderer named above, hereby offers to provide Goods, Works and/or Services in accordance with:

- (i) this Tender and its Schedules; and
- (ii) the Information for Tenderers; and
- (iii) Parkes Shire Council Contract Conditions

The Tenderer also acknowledges that if it is the successful Tenderer, the documents listed above shall form part of the contract and agrees to be bound by the contract conditions.

The Tenderer warrants and represents that:

- (a) it has fully acquainted itself with all of the documents referred to in the Tender and all related matters
- (b) agrees to be bound by the Conditions of Tendering
- (c) all of the information provided in its tender is true and correct
- (d) it has made its own enquires and investigations and has obtained professional advice and all other relevant information so as to inform itself of all risks and contingencies which may affect its tendered price
- (e) it has allowed for all such risks and contingencies in its tender price.

CONFLICTS OF INTEREST

The Tenderer shall confirm whether there exists any interests, relationships (including those of family members and employees) or clients that may or do give rise to a conflict of interest:

- Yes
- No

If " Yes", as an attachment to this declaration, the Tenderer shall detail the area in which that conflict or potential conflict does or may arise and provide details of strategies for preventing conflicts of interest.

Executed and signed by an Authorised Officer of the Tenderer who has delegated authority to enter into a contract:

Signature of Tenderer: _____

(print name & title): _____

Date of declaration: _____

Signature of witness: _____

(print name & title): _____

SCHEDULE - STATUTORY DECLARATION ON NON-COLLUSIVE TENDERING

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 _____ (month) _____ (Year)

Before me (print name): _____

Witness (signature): _____

(JUSTICE OF THE PEACE OR AUTHORISED PERSON)

SCHEDULE – RATES/ PRICE

The Schedule may be used for the purpose of progress claim assessment and as a basis for negotiations for variations under the contract. The Supplier shall be responsible for the completion of all contract activities and this Schedule shall not restrict completion. Line items against which no amounts are stated, whether quantities or rates are given or not, shall be regarded as covered by other line items in this Schedule.

Note:

- **All pricing shall be EXCLUSIVE of GST.**
- **All information should be submitted in Annexure A.**
- **Tenders may be regarded as non compliant if the information relating to rates/price is not completed on the schedules supplied.**

SCHEDULE - FINANCIAL DETAILS

FULL TRADING NAME: _____

ACN: _____

ABN: _____

GST Registered: Yes No

Contact Person: _____

Title: _____

Registered Office Address: _____

Principal Business Address: _____

Telephone: _____ Facsimile: _____

Email: _____

FINANCIAL INSTITUTION

Full Trading Name: _____

Branch: _____

Address: _____

Bank Code (BSB): _____

Account Number: _____

Title of Account: _____