



# **SUPPLIER REGISTRATION APPLICATION - PLANT HIRE**

## 1. INTRODUCTION

This information is for the annual supply of plant hire under Council's registered suppliers list. This list is updated on an annual basis, from 1 July each year and terminating on 30 June following year.

Council does not guarantee that as a result of being accepted as a registered supplier that the Contractor will receive any work or continuity of work. The quantity of work requested from the Contractor will be according to a competitive process followed in accordance with the Council's procurement policy and requirements, the availability of the Contractor and the quoted rate.

Council reserves the right to call for and accept additional suppliers for the provision of plant hire during the year.

## 2. GENERAL

If the supplier is not available for whatever reason, there is no obligation to make staff, equipment or similar available. This does not constitute a breach of the Service Provider's obligations.

Council will engage suppliers from the list on the overall value to Council based on procurement policy /procedures, price, availability and quality of work.

There will be instances where Council will require the successful supplier to attend to works immediately due to the nature of such works. This type of work is classified as an "emergency call out" and Council will advise the Contractor when such is required.

## 3. PRICING

All quoted prices are to be inclusive of GST. If an hourly rate is quoted, the hourly rate shall include all cost associated with completing the service, including but not limited to, business overheads, employee wages, and entitlements and the cost of and maintenance of all applicable equipment. Council will not recognise any additional costs not stated in the quoted rates.

The contractor agrees that payment shall be made at the quoted rates only as set out in the Schedule Price and that no payment or claim for compensation shall be made or exists for ant idle time that may occur between periods of hire.

## 4. CLAIMS FOR PAYMENT

Claims for payment must be lodged by a valid tax invoice. Such claims for payment must include Council's **purchase order number**, and if used, the delivery docket signed by an authorised officer of the Council.

## 5. SUPERVISION

The Contractor shall carry out the work specified to the satisfaction of the Council representative.

## 6. LEGISLATIVE AND OTHER REQUIREMENTS

The Contractor must ensure that all legislative requirements are complied with, including Work Health and Safety Act and signage for the protection of workers and the public. The Contractor must also comply with all relevant codes of practice and Council policy and guidelines.

### National Heavy vehicle regulator

Contractors will be required to abide by any responsibilities under Heavy Vehicle National Law (HVNL). Council staff will be required to undertake on site audits of plant (vehicle safety) to meets its obligations.

## **7. SCHEDULE OF RATES**

Contractors may wish to vary rates for different areas within the Shire, or contract for part of the Shire only. Such conditions should be marked on the schedule of rates and copies of the schedule of rates used as appropriate.

## **8. GENERAL REQUIREMENTS**

The Contractor shall undertake the following:-

- a) Provide competent, qualified tradespersons, technicians, operators or other suitably trained persons necessary for the efficient performance of the services for which they have been engaged;
- b) To advise Council's nominated representative immediately of any changes in personnel during the course of the works for which the Contractor has been engaged;
- c) To provide all necessary tools of the trade and associated plant and equipment;
- d) To supply all materials necessary to carry out the particular work for which the Contractor is engaged;
- e) To manage the tools and equipment to ensure they will be ready to commence operation at the time when other works start on the job or as directed by Council's nominated representative;
- f) To ensure that, when unattended, the site is in a safe condition and not liable to be or become a safety hazard with respect to works undertaken by the Contractor.
- g) Haulage contractor's vehicles (trucks and trailers) require devices to indicate load weights as required as per Chain of Responsibility legislation.

## **9. TRANSPORTATION**

The Contractor shall be responsible for the safe transportation of staff, necessary equipment and materials to and from the site, ensuring that the staff, materials and equipment are available to commence work as required by Council's nominated representative.

If Contractors do not submit a rate for transportation or indicate a payment for transportation is to apply at the time of submitting a contract, no payment will be made.

## **10. BREAKDOWN**

Council will not make any payment to the Contractor for any period during which his equipment is rendered idle due to breakdown, maintenance or any other reason within the Contractor's control.

No payment will be made for time taken servicing plant and equipment and all such servicing time shall not infringe upon Council's working time.

## **11. QUALIFICATIONS AND CERTIFICATION**

All personnel supplied by the Contractor shall be suitably qualified and physically capable of undertaking the work assigned.

Where the works to be undertaken require the tradesperson to hold a particular qualification, Certificate, Licence or Registration, the Contractor is responsible for ensuring that the tradesperson carrying out this work is appropriately qualified. Similarly, the Contractor is responsible for ensuring that persons operating plant or equipment are suitably qualified.

Council reserves the right to require the Contractor to provide satisfactory evidence of the qualification at any given time.

## **12. INSPECTION OF PLANT**

Council reserves the right to inspect the condition of any plant and equipment relevant to the works involved before it is delivered to the worksite and during the engagement period. Plant and equipment

deemed unsatisfactory will be rejected and must be removed from the worksite at the Contractor's expense.

### 13. PERSONAL PROTECTIVE EQUIPMENT

All personnel of the Contractor must have the appropriate clothing. The Contractor is to ensure the use of personal protective equipment including, where appropriate, footwear, safety helmets, eye protection, hearing protection, gloves and high visibility jackets.

Failure to comply with this condition may lead to standing down without notice.

### 14. JOB SAFETY ANALYSIS

Prior to the commencement of any high risk project the contractor will be required to submit a Job Safety Analysis (JSA) for each activity being undertaken.

### 15. GENERAL CONDITIONS

WHEREBY the Principal hereby engages the Contractor to carry out the work described in the Schedule subject to the terms and conditions referred to in this Arrangement.

- a. The Contractor to ensure that all work carried out, equipment used and premises under its control are done in accordance with Workcover (NSW) and the WH&S Act & Regulations.  
The Contractor will nominate that they will conform to its WH&S obligations by using one of the following methods:-
  - i) Contractors own Safety Management Plan (SMP)  
The contractor will provide full details of its SMP. Council will determine whether that plan will be suitable. Should the Contractor not have a Safety Management Plan then they will be required to work in accordance with Councils Safety Management Plan.
  - ii) Murray Shire Council Safety Management Plan (Integrated Management Plan)  
Where hired plant is working as part of a Council project the Contractor will work in accordance with Councils Safety Management Plan.
- b. The Contractor shall carry out such works as is assigned to it from time to time in a safe, conscientious, expeditious and workmanlike fashion as required by the Principal during the period of hire.
- c. The plant and equipment provided and utilised by the Contractor shall be suitable for the work and shall be maintained by the Contractor in a safe and good continuous working condition at the Contractor's own expense both as to materials and labour. As far as practicable all adjustments and repairs shall be carried out outside normal working hours or on wet days. Tools and equipment to carry out necessary repairs shall be provided by the Contractor.
- d. The Contractor shall not be entitled to recover from the Principal any sum for any delay, inconvenience or loss of any kind due to any accident, breakdown or defect in the equipment or from any cause whatsoever.
- e. The Contractor shall keep the equipment in a suitable and safe place.
- f. The Contractor warrants that it, its employees and agents are competent and have the necessary qualifications and skills to carry out the work and are **licensed** to drive or operate the plant and equipment. Without limiting the generality hereof, the Contractor shall, in respect of equipment which is a motor vehicle within the meaning of the Motor Vehicle Act 1909 or any Act amending that Act, provide a driver who is the holder of an appropriate current licence to drive such vehicle upon a public road and shall comply with all requirements as to registration, number plates and registration labels and speed limits in respect of such vehicle whilst being operated in any public road and the Contractor shall produce to the Council representative such certificates, licences, permits or exemption certificates as Council may require at any time to satisfy itself that this Clause is complied with. Copies of relevant registration and licences to be provided to Council with this submission.
- g. This Arrangement is personal and shall not be assigned without the consent of the other party.

- h. If the Contractor uses any truck that is registered in Victoria while carrying out work for Council, a copy of the Certificate of Roadworthy for such vehicle is to be provided to Council. The Certificate of Roadworthy is to be valid at date of works and no more than twelve months old.
- i. The Contractor shall undertake the whole risk of carrying out the Contract and without limiting the generality hereof shall be responsible for and shall indemnify the Principal against liability for all loss, damage or injury to persons or property caused by the Contractor or its employees or agents and the amount of all claims, damages, costs and expenses which may be paid, suffered or incurred by the Principal in respect of any such loss, damage or injury shall be made good at the Contractor's expense and may be deducted from any moneys due or becoming due to the Contractor.
- j. This Arrangement shall continue in force whilst all obligations under the Contract are in place.
- k. Notwithstanding anything herein contained to the contrary, the Principal may determine this Arrangement at any time and without prior notice should the Contractor, its employees or agents be guilty of any dishonesty, serious misconduct or serious neglect of duty or being in breach of any of the terms of this Arrangement or refuse to comply with any reasonable instructions or directions given by the Principal or should the Principal find that the work performed by the plant and equipment provided is not to the satisfaction of Council.
- l. The Principal may at any time by notice in writing to the Contractor require that the Contractor should cease to permit a particular person or persons employed by it to be engaged in carrying out work which the Contractor is performing for the Principal pursuant to this Arrangement and in such event the Contractor shall as soon as is practicable cease to provide the service of such person or persons in or about the Principal's business and shall provide the services of such alternative person or persons as may be acceptable to the Principal. The Contractor shall comply with such notice otherwise no further payment will be made on account of the work until such notice is complied with.
- m. The address of each party as referred to in the Schedule hereto shall be the address of that party for service of notices or other communications hereunder which may be affected by personal delivery or by post and, if by post, the date of service shall be deemed to be the day after the day of posting.
- n. The Contractor shall at their own expense issue and keep insured by policies of insurance during the period of hire:-

**Workers Compensation**

- (i) Employees under the provisions of any relevant Workers Compensation Legislation.

**Plant & Equipment**

- (ii) The plant against damage to it or loss by theft, whether the same shall be caused by the acts or defaults of the Council on its servants or otherwise howsoever.

**Public Liability**

- (iii) Against any injury to a third party or parties or damage to any property whatsoever caused by the use of the plant when driven or operated by the Contractor or the employee or caused by any person driving or operating such plant whether employed by the Contractor or not. Such policy or insurance shall be in the sum of at least TWENTY MILLION DOLLARS (\$20,000,000).

All insurance policies referred to in this Clause shall be produced to and copies provided to Council before the commencement of the hiring. Such policies and evidence of their currency shall be produced for inspection by the Council Representative at any time on request by the Council Representative.

Where any injury is occasioned to any third party or parties or damage to any property whatsoever is caused by the use of the plant when driven or operated by the Contractor or the employee or caused by any person driving or operating such plant whether employed by the Contractor or not, the Contractor shall, in accordance with the terms and conditions of the insurance policy required in connection with sub-clause (a) (iii) hereto, forthwith lodge the necessary claim, notification or other document as the case may be with the insurer under such policy in order to make a claim under such policy.

No hire rate shall be payable by the Council whilst the plant is rendered idle by damage or theft referred to in sub-clause (a) (ii) of this Clause.

- o. The Contractor shall fit suitable and efficient lights to the plant and equipment at own expense when notified that the plant and equipment is required for shift work.
- p. Payments for hire will be made at monthly intervals.

- q. Payment for hire shall be based on the quoted hourly rates including GST accepted by the Principal and will be computed on the number of hours of operation exclusive of lunch and tea breaks, stoppages for wet weather and maintenance and of travelling time to and from the work site.
- r. Notwithstanding anything contained herein the Contractor shall bear the cost of transporting the plant to and from the work site.
- s. The Contractor shall ensure that its employees, agents and plant and equipment operators are in possession of daily work docket in duplicate on which provision is made for the Principal's representative in charge of the work to certify the number of hours worked.
- t. The Contractor shall pay all wages and expenses of its employees or agents and shall furnish to the Council Representative as required and before final payment a written statement signed by the Contractor that no wages are due and owing by the Contractor to its employees and agents in respect of the work.
- u. No payment will be made by the Principal without the receipt of a daily certificate for hours worked.
- v. Payment for hire will not be made for any period the plant is rendered idle due to breakdown or for reasons within the Contractor's control.
- w. Notwithstanding anything contained herein if the idle period for minor adjustments is less than one third (1/3) of an hour per day on shift there shall be no variation in the applicable payment for hire rate.
- x. Hiring shall be for periods varying from a half day to three (3) months and whenever possible the Contractor shall be given prior advice by the Principal as to the expected extent of such period.
- y. In the event that the Contractor fails to execute this Arrangement when required or shall fail to proceed continuously with the carrying out of the said Arrangement or upon any other breach of any of the conditions of this Arrangement, the Principal may, without notice, remedy any such breach and any costs or expenses incurred in remedying such breach or any damage sustained by the Council arising out of the Contractor's default shall be recoverable from the Contractor by deduction from any moneys held by the Council on account of the Contractor, whether by way of deposit or otherwise, and so to any balance or all of such costs, expenses or damage, as a debt due and payable to the Council.
- z. The Contractor shall furnish such records relating to the operation of the plant and equipment as are required by the Council Representative.
- aa. Notwithstanding anything to the contrary contained herein, either party shall have the right to terminate this arrangement upon giving to the other party not less than one (1) month's notice in writing.
- bb. The parties hereby specifically agree that it is intended that this Arrangement shall create the relationship of Principal and independent Contractor between them and they hereby state that it is not their intention to create any other relationship and, in particular, the relationship of the employer/employee.
- cc. This Arrangement shall be construed and take effect in accordance with the laws of New South Wales. Each of the parties hereto submits to the jurisdiction of the Courts of that place including all Courts of Appeal therefrom and this Clause may be pleaded as a bar to action or suit brought in any Court in any other jurisdiction.
- dd. The Contractor's remuneration shall be based on the rates offered in the Schedule of Price Section and/or purchase order.

# SCHEDULE

## CONTRACTOR'S DECLARATION

<b>CONTRACTOR</b> (trading name):			
<b>ACN:</b>		<b>ABN:</b>	
<b>Contact Person:</b>		<b>Title:</b>	
<b>Registered Office Address:</b>		<b>Principal Business Address:</b>	
<b>Telephone:</b>		<b>Facsimile:</b>	
<b>Email:</b>			

The Contractor named above, hereby offers to provide Services in accordance with the registered supplier arrangement and completed and signed schedules.

The Contractor warrants and represents that:

- (a) it has fully acquainted itself with all of the documents referred to in the registered supplier arrangement
- (b) agrees to be bound by the Arrangement
- (c) all of the information provided in its Contract 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 quoted price; and
- (e) it has allowed for all such risks and contingencies in its quoted price.

### CONFLICTS OF INTEREST

The Contractor 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 x**

Or a potential conflict of interest:



If "Yes", as an attachment to this declaration, the Contractor 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.

**SIGNED by Authorised Officer of Contractor who has the delegated authority to enter into a contract:**

**Print Name & Title:**

**Date of Declaration:**

**Signature of witness:**

**Print Name & Title:**


**SCHEDULE**  
**FINANCIAL DETAILS**

<b>FULL TRADING NAME:</b>			
<b>ACN:</b>		<b>ABN:</b>	

**GST Registered**      Yes          No   

<b>Contact Person:</b>		<b>Title:</b>	
<b>Registered Office Address:</b>		<b>Principal Business Address:</b>	
<b>Telephone</b> :		<b>Facsimile:</b>	
<b>Email:</b>			

<b>FINANCIAL INSTITUTION:</b> <i>(full trading name)</i>			
<b>Branch:</b>			
<b>Address:</b>			
<b>Contact Person:</b>		<b>Title:</b>	
<b>Telephone:</b>		<b>Fax:</b>	
<b>Bank Code (BSB):</b>		<b>Account Number:</b>	
<b>Title of Account:</b>			

\* **Note: Contractors that are unregistered suppliers under GST legislation, i.e. not able to issue a valid tax invoice, shall have their quoted pricing weighed by a 10% increase in the assessment of quote price relativity.**



## SCHEDULE INSURANCES

The following insurances will be required. The Contractor shall state details of its current policies for these insurances.

### A COPY OF CURRENT INSURANCE POLICY CERTIFICATES OF CURRENCY ARE REQUIRED.

#### INSURANCE OF EMPLOYEES

##### WORKERS COMPENSATION OR PERSONAL ACCIDENT AND ILLNESS INSURANCE

Insurance against any death of or injury to persons employed by the Service Provider as required by the *Workers Compensation Act 1987*.

**ALTERNATIVELY:** Where the Service Provider has **no employees** and in lieu of Workers Compensation Insurance, insurance for personal accident and illness under a policy that provides:

Weekly benefits of at least 75% of weekly income;                      Death and capital benefits of at least \$250,000; and

Minimum benefit period of 24 months.

				<i>Insurance Required</i>	
<b>Insurance Company:</b>	<b>Amount of coverage:</b>	As detailed above	√		
	<b>Policy Number:</b>		<b>Expiry Date:</b>		

#### PUBLIC LIABILITY INSURANCE

Insurance against the death or injury to any third party or parties or loss of or damage to any property including loss of use of property whether it is damaged or not whatsoever caused during the course of the contract. The policy shall contain a cross liability clause and a "principal's clause" and shall have a limit of indemnity of not less than the amount indicated for any one occurrence, but shall be unlimited in the aggregate.

				<i>Insurance Required</i>	
<b>Insurance Company:</b>	<b>Amount of coverage:</b>	\$20 million	√		
	<b>Policy Number:</b>		<b>Expiry Date:</b>		

#### MOTOR VEHICLE INSURANCE

In the case of any motor vehicle used in the performance of the contract, a fully Comprehensive Motor Vehicle Insurance covering accidental damage, fire and theft. The policy shall be for a sum not less than the full market value of the vehicle. In addition, where such vehicles are:

##### Registered Vehicles

- a) Insurance against any injury to any third party or parties under a Compulsory Third Party Insurance as required by the *NSW Motor Accidents Act 1988* and
- b) Insurance against loss of or damage to any property whatsoever caused by the use of the vehicle when being driven by the Service Provider, its employees or any person not employed by the Service Provider. The policy shall have a limit of indemnity of not less than \$20,000,000 and shall be extended to include "CTP Gap Coverage Endorsement" cover and shall note the interest of the Principal as an insured.

				<i>Insurance Required</i>	
<b>Insurance Company:</b>	<b>Amount of coverage:</b>	\$20 million	√		
	<b>Policy Number:</b>		<b>Expiry Date:</b>		

##### Unregistered Vehicles (Plant)

**Note:** Any damage arising as a result of the plant being used as a "tool of trade" is to be covered by either an extension of the Service Provider's Comprehensive Motor Vehicle Insurance or the liability endorsed onto the Service Provider's Public Liability Insurance.

**PRICE – SECTION ONE WET HIRE**

**Truck/Trailers must have weight devices fitted by 30/9/2017**

**Victorian Registered Trucks must supply annual roadworthy certificate)**

PLANT	MODEL, SERIES & YEAR	SERIAL NUMBER & REGISTRATION	CAPACITY OF LOADERS, EXCAVATORS, SCRAPERS, TRUCKS (etc) (if applicable)	ATTACHMENTS	COMPREHENSIVE HOURLY RATE (GST INC.)

I/WE offer, subject to Council's General Conditions for Hire of Plant and in accordance with the Council's Private Plant Hire Arrangement on a comprehensive basis the above plant for hire at the rates set opposite thereto.

Signature : \_\_\_\_\_ Name (Block Letters) : \_\_\_\_\_

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

Phone No : (home) \_\_\_\_\_ (bus.) \_\_\_\_\_ (mob.) \_\_\_\_\_

Email : \_\_\_\_\_

**PRICE – SECTION TWO DRY HIRE**

**Truck/Trailers must have weight devices fitted by 30/9/2017**

**Victorian Registered Trucks must supply annual roadworthy certificate**

PLANT	MODEL, SERIES & YEAR	SERIAL NUMBER & REGISTRATION	CAPACITY OF LOADERS, EXCAVATORS, SCRAPERS, TRUCKS (etc) (if applicable)	ATTACHMENTS	COMPREHENSIVE HOURLY RATE (GST INC.)

I/WE offer, subject to Council's General Conditions for Hire of Plant and in accordance with the Council's Private Plant Hire Arrangement on a comprehensive basis the above plant for hire at the rates set opposite thereto.

Signature : \_\_\_\_\_ Name (Block Letters) : \_\_\_\_\_

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

Phone No : (home) \_\_\_\_\_ (bus.) \_\_\_\_\_ (mob.) \_\_\_\_\_

Email : \_\_\_\_\_

MURRAY RIVER COUNCIL

**Contractor Pre-Qualification Checklist**

In addition to Council's obligations with regard to employees, the *Work Health and Safety Act 2011* imposes an obligation on Council to protect a wider range of persons than employees, including Contractors and their employees.

Each Contractor will be evaluated against the selection criteria with emphasis on the risk control measures that are to be implemented in the discharge of the Contract.

<b>Contractor Name</b>		
<b>Services provided</b>		
<b>Number of Employees</b>		
<b>Date to commence</b>		
<b>Job Title</b>		
<b>Department</b>		
<b>Supervisor</b>		
<b>As part of the contractor approval process all Contractors are required to answer the following questions and provide copies of relevant documents where applicable.</b>		
	<b>YES</b>	<b>NO</b>
<b>WHS Policy and Management</b>		
1. Company WHS Policy	<input type="checkbox"/>	<input type="checkbox"/>
<b>Safe Work Practices and Procedures</b>		
2. WHS procedures or specific safety instructions relevant to its operations and this contract.	<input type="checkbox"/>	<input type="checkbox"/>
3. Procedures for maintaining, inspecting and assessing the hazards of plant operated/owned by the company.	<input type="checkbox"/>	<input type="checkbox"/>
4. Safe operating procedures for plant and equipment	<input type="checkbox"/>	<input type="checkbox"/>
5. Procedure for tagging or lock out of faulty equipment	<input type="checkbox"/>	<input type="checkbox"/>
6. Procedure for storing and handling hazardous substances	<input type="checkbox"/>	<input type="checkbox"/>
7. Procedures for identifying, assessing and controlling risks associated with manual handling/ manual tasks	<input type="checkbox"/>	<input type="checkbox"/>
8. Competencies as required e.g. forklift, confined spaces, working at heights or similar.	<input type="checkbox"/>	<input type="checkbox"/>
9. Personal Protective Equipment [PPE] used [please list]	<input type="checkbox"/>	<input type="checkbox"/>
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<b>Hazard Identification and Incident Investigation</b>		
10. Procedure for workplace and equipment inspection	<input type="checkbox"/>	<input type="checkbox"/>
11. Procedure for hazard and incident reporting including reporting of near misses and notifiable incidents	<input type="checkbox"/>	<input type="checkbox"/>
12. Procedure for incident investigation	<input type="checkbox"/>	<input type="checkbox"/>
<b>Documentation and Records</b>		
13. Safe Work Method Statements/Job Safety Analyses	<input type="checkbox"/>	<input type="checkbox"/>
14. Material Safety Data Sheets [MSDS]/Safety Data Sheets (SDS) for hazardous substances to be brought on-site	<input type="checkbox"/>	<input type="checkbox"/>
15. Records of safety training conducted	<input type="checkbox"/>	<input type="checkbox"/>
16. Plant & equipment maintenance schedule	<input type="checkbox"/>	<input type="checkbox"/>
17. Inspection checklists for worksites/ equipment	<input type="checkbox"/>	<input type="checkbox"/>
18. Records of Toolbox talks/WH&S committee meetings	<input type="checkbox"/>	<input type="checkbox"/>
19. Evidence of current workers compensation policy (copy of current certificate)	<input type="checkbox"/>	<input type="checkbox"/>
20. Details of public liability insurance (copy of certificate)	<input type="checkbox"/>	<input type="checkbox"/>
21. Has your company been prosecuted or fined under WH&S legislation in the last three years? (if you answered yes, please attach further detail)	<input type="checkbox"/>	<input type="checkbox"/>
<b><i>The information provided is true and accurate at the time of submission.</i></b>		
<b>Completed by:</b> <b>[name]</b>		<b>Position:</b>
<b>Signature</b>		<b>Date:</b>

If you have any questions regarding the above please call Council's WH&S Officer, Mr Damien Connell, on 03 5884 3400 or 0429 897 247.