



SUPPLIER REGISTRATION APPLICATION- TRADE SERVICES

1. INTRODUCTION

This information is for the annual supply of various works, services and trades 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 Trades and Services during the year.

2. GENERAL

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

Council will seek quotes for work on a per job basis.

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.

4. CLAIMS FOR PAYMENT

Claims for payment must be lodged at the originating office. **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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

Prerequisites for Registered Suppliers Engaged to Deliver Services on Behalf Of Murray River Council - Community Services (MRC) (CS)

Any Registered Supplier engaged to deliver services on behalf of (MRC – CS) must also comply with the following conditions, according to its (MRC's) respective funding obligations.

Specific conditions of engagement, are as follows:

Commonwealth Home Support Program services:

1. Registered Suppliers must supply a satisfactory and current National Police Check result that satisfies the requirements under the Department of Health, Commonwealth Home Support Program (CHSP) comprehensive Grant Agreement including it's Manual and Guidelines.
2. Registered Suppliers must provide a statement of compliance from a credible assessment source, that they (the Registered Supplier) meet the whole criteria of the Commonwealth Aged Care Standards, in accordance with the Aged Care Act 1997.
3. Registered Suppliers must be fully inducted to the Community Services program, including reading and acknowledgment of the following:
 - MRC- Policies Staff Volunteer Subcontractor Information manual CHSPFORM038 and CHSPFORM039
 - MRC- Community Service Flowchart and inclusive Procedures FLO-001
4. Registered Suppliers must attend any training day notified by the Manager Community Services, to maintain their competency and knowledge of any changes to the delivery of the CS program.
- * Refer below to exceptional conditions to this clause.

Youth Engagement Program services:

1. Registered Suppliers must supply a satisfactory and current National Police Check Result, that satisfies the requirements under the NSW Family and Community Services, Program Level Agreement.
2. Registered Suppliers must supply a satisfactory and current NSW Working With Children's Check result that satisfies the requirements under the NSW Family and Community Services, Program Level Agreement and related Commonwealth and NSW State legislation, including:
Child Protection (Working With Children) Act 2012
Children and Young Person (Care and Protection) Act 1998
Advocate for Children and Young Act 2014 (NSW)
3. Registered Suppliers must provide evidence of their services compliance to all conditions in the above legislation, and any other legislation relating to services provided to young people and children under the age of eighteen years.
4. Registered Suppliers must be fully inducted to the Community Services program, including reading and acknowledgment of the following:
 - MRC- Policies Staff Subcontractor Volunteer Information Manual CHSPFORM038 and CHSPFORM039
 - MRC- Youth Engagement Program Objective CHSP Form-030
 - MRC- Community Service Flowchart and inclusive Procedures FLO-001
5. Registered Suppliers must attend any training day notified by the Manager Community Services, to maintain their competency and knowledge of any changes to the delivery of the CS program.

*** Qualification of Independent Contractors – not requiring a Police Certificate result or compliance with the above conditions, are:**

A Registered Supplier engaged by Community Services whom provides supplies (not services) and further

whom does not have direct access to its (CS) clients, is deemed to be an Independent Contractor, and thus is not required to meet the above specific requirements.

Refer below to excerpt from the Commonwealth Home Support Program Manual – Police Certificate Guidelines, page 106, reading as follows:

“Definition of non-staff members..

Individuals, who are not considered to be staff members, for the purposes of the Guidelines, include:

- employees who, for example, prepare the payroll, but do not interact with clients independent contractors.

Generally, an independent contractor is a person:

- who is paid for results achieved
- provides all or most of the necessary materials and equipment to complete the work
- is free to delegate work to others
- has freedom in the way that they work
- does not provide services exclusively to the service provider
- is free to accept or refuse work

is in a position to make a profit or loss.

For the purposes of these Guidelines, a subcontractor who has an ongoing contractual relationship with the service provider is not taken to be an independent contractor but is regarded as a staff member. A person who is contracted to perform a specific task on an ad-hoc basis may fall within the definition of an independent contractor. Having an Australian Business Number does not automatically make a person an independent contractor.

SCHEDULE

CONTRACTOR'S DECLARATION

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

The Contractor named above, hereby offers to provide Services in accordance with this undertaking including completed and signed schedules if successful.

The Contractor warrants and represents that:

- (a) it has fully acquainted itself with all of the documents referred to in the registered supplier agreement
- (b) agrees to be bound by the Agreement
- (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:

<input type="checkbox"/>	<input type="checkbox"/>
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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

FULL TRADING NAME:			
ACN:		ABN:	

GST Registered

Yes

No

Contact Person:		Title:	
Registered Office Address:		Principal Business Address:	
Telephone:		Facsimile:	
Email:			

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

*** 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.

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

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.

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

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.

Insurance Required

Insurance Company:	Amount of coverage:	\$20 million	√	
	Policy Number:		Expiry Date:	

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.

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 with emphasis on the risk control measures that are to be implemented in the discharge of the Contract.

Contractor Name		
Services provided		
Number of Employees		
Date to commence		
Job Title		
Department		
Supervisor		
As part of the contractor approval process all Contractors are required to answer the following questions and provide copies of relevant documents where applicable.		
	YES	NO
WHS Policy and Management		
1. Company WHS Policy	<input type="checkbox"/>	<input type="checkbox"/>
Safe Work Practices and Procedures		
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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Hazard Identification and Incident Investigation		
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"/>
Documentation and Records		
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/WHS 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"/>
<i>The information provided is true and accurate at the time of submission.</i>		
<i>Completed by:</i> <i>[name]</i>		<i>Position:</i>
<i>Signature</i>		<i>Date:</i>