



REGISTRATION FORM

**PLANT & EQUIPMENT HIRE
12 MONTHS SUPPLY**

Name of person firm or
Company registering:

.....

Address:

.....

hereby registers to perform the work for:

Description: 12 month supply for Plant & Equipment Hire
for the period **01/10/2018 to 30/09/2019**

In accordance with the following Documents:

- *Conditions of Registration*
- *At the rates in the attached Schedule of Rates*

Note:

Tenderers are advised that Council are in the process of implementing a *Contractor's Online Induction System*. Successful Tenderers will be required to work through that registration system with all of the appropriate documentation being lodged online. If Contractors are not able to undertake that process individually, then they will be able to be assisted by Council Officers to meet their obligations under the *Contractor's Online Induction System*.

Full Company Name:

Signature:

Date:

SUPPLIER INFORMATION

Plant Hire

COMPANY DETAILS

Business Name:

Address:

Telephone No:

Facsimile No:

Contact Name:

Name Directors/Partners:

.....

List subsidiary & associated Companies:

.....

Previous Experience:

.....

Bankers Name/Address:

Note: Suppliers may be asked to authorise their bankers to supply the Principal with details of the firm's financial position, if required.

Signature of Supplier:

Date:

CHECKLIST

Plant Hire

Have you provided details in all columns of the schedule of plant hire, where applicable?	Yes / No
Is the information in the correct columns?	Yes / No
Have you signed the registration and information form?	Yes / No
Have you provided a contact name and number?	Yes / No
Have you obtained a Certificate of Roadworthiness for the plant, if required? (See Page 9, Clause 2.11)	Yes / No
Have you obtained a current public liability insurance policy? (\$5,000,000.00 - Clause 2.5.2)	Yes / No
Have you obtained a Statutory Personal Injury Policy? (See Clause 2.5.2)	Yes / No
Have you obtained a current worker's compensation insurance policy, including liability by statute at Common Law with the Tasmanian Workers' Compensation Act? (See Clause 2.5.2)	Yes / No
Have you obtained a current motor vehicle third party property damage insurance policy? (\$5,000,000.00 Clause 2.5.2)	Yes / No
Do you have a current certificate of registration?	Yes / No
Is your mobile plant fitted with an orange flashing light?	Yes / No
Have you forwarded the Schedule of Rates for plant hire, Registration Form, information regarding tenderers, current insurance policies (public liability, workers compensation, motor vehicle third party property damage), and Certificate of Roadworthiness (if applicable)?	Yes / No

1. SUBMISSION OF REGISTRATION – PLANT HIRE

1.1 Form of Registration

Submit the registration upon the form of registration, duly completed and signed by the supplier or his authorized representative.

1.2 Accompanying Documents

The following documents must be submitted with the registration:

- Completed Schedule of Rates for plant hire signed by the supplier
- Form of Registration
- Information regarding suppliers
- Current Public Liability Insurance Policy
- Current Workers Compensation Policy
- Current Motor Vehicle Third Party Property Damage Insurance Policy
- Certificate of Roadworthiness (if applicable)

1.3 Lodgment of Registration

Every registration shall be enclosed in a sealed envelope addressed to the “Tender Box”, Southern Midlands Council, PO Box 21, Oatlands Tas 7120, and the front of the envelope shall be endorsed with the title of the registration.

Registrations may be lodged by the post or by a recognised carrier providing a direct delivery service to the public office of the Principal, but otherwise shall be lodged in the tender box at the office of the Principal before the time and date specified for the closing of tenders.

Tenders sent by facsimile will not be accepted.

Any registration received after the specified closing time and date shall not be considered unless there is evidence satisfactory to the Principal that such registration:

- was delivered to the Principal before the specified closing time and date, or
- was posted or dispatched by a recognized carrier providing a direct delivery service to the office of the Principal in sufficient time to reach the Principal under normal circumstances before the specified closing time, but was still in course at the specified closing time.

1.4 Informal Registrations

Any registration may be rejected which does not comply with any requirement of, or contains any provision not required or allowed by, the registration document.

1.5 Rise and fall

The contract sum shall not be subject to adjustments to compensate for variations in labour, material and other costs.

1.6 Registration Period

The registration is for the period **01/10/2018 to 30/09/2019** and shall be on an as and when required basis as determined by the Principal.

2. CONDITIONS OF REGISTRATION – PLANT HIRE

2.1 Definitions

In this contract, except where the context otherwise requires-

‘Supplier’ means the person who is bound to execute the contract.

‘Person’ includes a firm or body corporate or unincorporated as well as an individual.

‘Principal’ means the Southern Midlands Council.

‘Schedule of Rates’ means any schedule included in the contract which shows the rate or respective rates of payment for the execution of an item of work and which may also included lump sums, quantities and prices.

‘WHS’ means workplace health and safety

2.2 Ordering

During the registration period the Principal will issue purchase orders to the supplier for the supply and delivery of the scheduled items. The supplier shall only deliver the number of items ordered at any one time.

2.3 Terms of Payment

The supplier shall submit claims monthly and shall clearly identify the order number and the goods and services provided. Payment shall be made by the principal within 28 days of receipt of a claim.

2.4 Work Health & Safety Requirements

The supplier shall inform itself of all work health and safety policies, procedures or measures implemented or adopted by the Council and/or the occupiers of any premises at or within which the contractor will perform works under this registration. The contractor will comply with all such policies, procedures or measures; and in the event of any inconsistency, will comply with such procedures or measures as they produce the highest level of health and safety.

The supplier will forthwith comply with any and all directions by the Council relating to work health and safety. Suppliers may be required to complete a WHS Management System Questionnaire and failure to do so may result in the contractor being ineligible for selection.

2.5 Liabilities and Insurances

2.5.1 Indemnity by Supplier

The Supplier shall indemnify and keep the Principal indemnified against all liability in respect of any action, losses and claims for injury or damage to any person or property which may arise out of or in consequence of the registration and against all claims, demands, proceedings, damages, costs, charges and expenses, in respect thereof.

2.5.2 Insurance Policies

Insurance policies to cover the Supplier’s liability as required by clause 2.5.1 shall be taken out and maintained by the Supplier for the duration of the registration and for amounts not less than those stated below:

- A public liability policy including Principal's indemnity for a minimum of \$10,000,000;
- A workers compensation policy including liability by statute at Common Law with Tasmanian Workers Compensation Act;
- A motor vehicle third party property damage insurance policy with a minimum of \$10,000,000 legal liability cover;
- A statutory personal injury policy by virtue of legislation governing the use of a motor vehicle.

2.5.3 Dry Hire

Where dry hire or a motor vehicle or item of plant applies, the Supplier shall take out a full comprehensive insurance policy; indemnify the Principal, against loss or accidental damage.

2.6 Extent of the Registration

Plant hired under this registration is to be used on Council work sites.

The Supplier shall be responsible for all maintenance to the plant and equipment provided.

The Supplier will be required to operate the plant or equipment in accordance with the direction of the Principal's representative in charge of the site. Supply of fuel, lubricants and maintenance of the plant will be the responsibility of the Supplier. The Supplier shall also provide all necessary protective clothing and equipment to the operator.

The operator shall be competent and experienced in the operation of the plant on which he is employed. The operator shall also carry out all necessary safety checks daily.

All plant shall report at the place of duty as directed by the Principal's representative fully equipped for the days work. Fully equipped means, the plant having a tank full of fuel, adequate oil, water, lubrication, serviceable tyres or track gear, tool kits and such other tools or equipment as may be deemed necessary for the successful operation of the plant.

2.7 Guarantee

The Supplier shall guarantee satisfactory performance of the plant and equipment provided. All parts of the plant and equipment shall also be in good mechanical condition.

The plant and equipment must satisfactorily pass an inspection by Transport Tasmania, the Department of Employment, Industrial Relations and Training and the Principal or his representative.

2.8 Safety

2.8.1 General

The Supplier is responsible for ensuring that his industrial safety, health and welfare obligations under statute and common law are being met. The operator on site shall have been provided with adequate information, instructions and training regarding the industrial safety, health and welfare regulations. The Supplier shall also ensure that the following conditions are met:

- The plant is safe to operate
- The plant is properly maintained to ensure it is in good working order
- All maintenance is carried out in accordance with the manufacturer's requirements
- A fault reporting system is in place
- The safe operation of the plant is explained to the responsible operator on site
- The operator on site knows how to do daily safety checks
- The operator who will be operating the plant is competent to do so
- The operator is provided with and uses appropriate protective clothing and equipment

The Principal may order the removal of the operator if he fails to wear the appropriate protective clothing and equipment while carrying out Council's work. The cost incurred by the Principal as a consequence of this action shall be a debt due from the Supplier to the Principal.

2.8.2 Protective Clothing and Equipment

The plant operator while engaged in any work within road reservations or other trafficked areas (including car parks, footpaths, paths etc) must wear an approved safety vest and other appropriate safety equipment, such as ear muffs, etc.

Hard Hats

The Plant operator while engaged in any work must wear an approved hard hat.

2.9 Schedule of Rates

- (a) **Schedule 1:**
The rate must be expressed in hours (eg. \$30.00 per hour). The rate shall be inclusive of operator wages, fuel, oil, maintenance, repairs, insurance, overheads, administrative costs, profit and state rental tax.
- (b) **Schedule 2:**
 - (i) **the rate must be expressed as a daily rate (eg. \$45.00 per day) - minimum 12 hours.**
The rate shall be inclusive of operator wages, fuel, oil, maintenance, repairs, insurances, overheads, administrative costs, profit and state rental tax.
 - (ii) **The rate after the 12 hour minimum should be expressed as an hourly rate** (eg. item 22, Column C - \$45.00 per day, Column D - \$2.50 per hour)
 - (iii) Column E does not apply to Schedule 2.
- (c) **Schedule 3:**
All items of plant **not listed** in Schedules 1 and 2.

2.10 Damage to Existing Works

The Supplier may be made responsible for costs incurred by the Principal in the repair of services of Council's or other authorities (HEC, Telstra, Gas, Transport Tasmania), which are damaged as a result of the operator's actions. The operator shall be made aware of the locations of the services as far as possible by the Principal's representative.

2.11 Certificate of Roadworthiness

For on-road vehicles, it will be necessary for the Supplier to possess a current Department of State Growth (Transport) Certificate of Roadworthiness. It is the responsibility of the Supplier to arrange for this inspection.

2.12 Orange Flashing Lights

Trucks, backhoes, bobcats and mobile plant etc. must be fitted with an orange flashing or rotating light (similar to those fitted to Council plant and equipment). A permit from the Department of State Growth for use of the light is not required while the plant is being used on Council work sites.