



REGISTRATION FORM

**ROAD BASE MATERIALS & SCREENINGS  
12 MONTHS SUPPLY**

Name of person firm or .....  
Company registering: .....

Address: .....  
.....

*hereby registers to perform the work for:*

Description: 12 month supply for Road Base Materials & Screenings  
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**  
*Road Base Materials & Screenings*

**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

## Road Base Materials & Screenings

|  |          |
|--|----------|
| Have you provided details in all columns of the schedule of road base and screenings, 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 current public liability insurance policy? (\$0,000,000.00 - Clause 2.6.2)   | Yes / No |
| Have you obtained a Statutory Personal Injury Policy? (See Clause 2.6.2)   | 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 2.6.2)  | Yes / No |
| Have you forwarded the Schedule of Rates for road base material and screenings, Registration Form, information regarding suppliers, 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**

## ***Road Base Materials & Screenings***

### **1.1 Form of Registration**

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

### **1.2 Accompanying Documents**

The following documents must be submitted with the registration:

- Completed Schedule of Rates for road base materials and screenings 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.

## **1.7 Acceptance of Registrations**

The Principal shall not be bound to accept the lowest or any registration nor will the Principal be responsible for or pay for expenses or losses which may be incurred by any Supplier in the preparation of his registration.

Any registration which does not comply in every respect with the requirements of the registration document may be rejected.

## **2. CONDITIONS OF REGISTRATION**

### ***Road Base Materials & Screenings***

#### **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.

'Specification' means the specifications for the goods and services to be provided.

'Work under the Contract' means the goods and services which the Supplier is required to provide under the contract.

'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 Delivery**

Delivery of material shall be made to the appropriate location as directed by the Principal's representative.

#### **2.4 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.

#### **2.5 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.

## **2.6 Liabilities and Insurances**

### *2.6.1 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.

### *2.6.2 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.

## **2.7 Patents, Copyright and Other Rights**

The Supplier shall indemnify and save harmless, the Principal against and from all actions claims and demands including costs, whether for actual or alleged infringement of patents, trade marks, copyrights or the like regardless of where such actions, claims or demands arise by reason of the use of the goods and services purchased under the contract.

## **2.8 Warranty**

The Supplier warrants that goods and services provided pursuant to this contract shall be of good quality and workmanship and shall be fit for the purpose for which they are intended. Goods purchased shall also conform to their description and applicable specifications.

These warranties are in addition to any other warrants or service guarantees given by the Supplier. Materials under this contract are to be used on Council work sites.

## **2.9 Extent of the Registration**

The Supplier will be required to supply the material in accordance with the direction of the Principal's representative in charge of the site.

## **2.10 Guarantee**

The Supplier shall guarantee satisfactory performance of the materials provided and meet Department of State Growth (Transport) specifications.

## **2.11 Safety**

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 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.

## 2.12 SCHEDULE OF RATES

- (a) **Schedule 1:**  
**The rate must be expressed in price per tonne (eg. \$30.00 per tonne).** The rate shall be inclusive of operator wages, fuel, oil, maintenance, repairs, insurance, overheads, administrative costs, profit and state rental tax.