



The Rural City of
**MURRAY
BRIDGE**

REGISTRATION BRIEF

for

INDEPENDENT CONTRACTORS TO RURAL CITY OF MURRAY BRIDGE

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ABOUT THIS BRIEF

INTRODUCTION

The Rural City of Murray Bridge (*Principal*) keeps a register of pre-qualified independent contractors who may from time to time be asked to quote to provide certain routine services to the Principal.

Where the Principal has need for those services, all things being equal and subject to other usual procurement protocols, it would ask for quotes from several registrants and prefer one of them. Inclusion on the register does not assure a registrant of any work, however.

At this time, the Principal applies a limit of 5 registrants per trade, though the Principal might increase that limit at any time.

The services are: aluminium fabrication / asbestos removal / automatic doors / brickwork / block work / masonry / underpinning / carpentry / joinery civil works (general civil, bitumen repairs, earthmoving) concrete work (general) / data and communication / demolition / electrical services / fencing / fire protection / floor finishing / landscaping / paving / lifts / mechanical services (air-conditioning, fume cupboards, heating & ventilation) / metalwork / painting / partitions / ceiling work (including suspended ceilings) / pest control / plastering / plumbing / gas fitting / removalists / roofing & roof plumbing / shades & sails / signage / surveyors / structural steel (general, stainless steel work) / tiling / waste management / water proofing / window treatments (window film, glazing).

These kinds of services may be required for any asset at the time under the care, control and management of the Principal, including Murray Bridge Council Offices.

PROCESS

Any independent contractor (sole trader, partnership or company) that provides requisite services may apply to be registered.

To apply, the contractor (on invitation from the Principal or of its own volition) needs to give the Principal a completed *Application* (see annexed) and attachments that form requires. This Brief is initially being sent to contractors who provided relevant services to the Principal in the last 12 months and whom the Principal is happy to work with again. At any time, this Brief may also be sent to others, as the Principal chooses.

The information submitted is to be succinct and sufficient only for the Principal to assess the Contractor for admission to the register. If all requisite information is not provided, the Principal may decide not to approve the application. A Contractor may withdraw / vary their application by so notifying the Principal. Admission to the register is at the Principal's discretion. The Principal would consider the application and in due course notify the Contractor of the outcome. The Principal failing to respond to an application does not signify admission to the Register. At any time, the Principal may remove a registrant from the register. Also, at any time, a registrant may request their removal from the register.

The Principal might request more detailed information at the time of seeking quotes for individual jobs, should the registrant be asked to quote for that job.

If information a registrant provided to the Principal changes materially, within 5 working days the registrant should notify the Principal giving reasonable details.

Please direct all enquiries to the person named on the cover of this Brief.



PROCUREMENT TERMS & CONDITIONS

Unless agreed in writing otherwise, each time the Principal engages a registrant to provide a service, the engagement would be on this following basis.

- **Preliminaries:** At any time, the Principal may require evidence the registrant / its subcontractor holds in good standing: (a) any requisite government or industry licence / certification or trade qualification; and (b) insurances of the kind and cover indicated on the application.
- **Goods & materials:** The registrant must supply and install any materials, plant, equipment, temporary works, parts or components the engagement requires. Any goods / materials supplied must be new, fit for purpose, conform to the description stated and any samples provided, free of encumbrances, accompanied by any usual manufacturer's data sheets / operating or maintenance instructions / product guarantees. Title and risk in goods / materials pass to the Principal upon being delivered (installed, if required to be installed) and accepted by the Principal.
- **Equipment:** Equipment the registrant / subcontractor uses must be fit for purpose and used only in conformity with applicable laws and in a safe manner.
- **Workers:** A worker the registrant / subcontractor uses must be of good character, qualified, competent, inducted in safety and environmental protocols, properly supervised, given and made to use appropriate safety clothing and equipment. The registrant must ensure a worker used receives when due all benefits to which that worker is entitled under applicable laws. As a continuing obligation, the registrant indemnifies the Principal against all claims, liability, costs and expenses the Principal incurs in respect of: (a) the employment of a worker used; (b) the injury or death of a worker used (to the extent not caused by the Principal's negligence); and / or (c) a claim or finding that a worker used is an employee of the Principal.
- **Subcontractors:** The registrant may not subcontract any work without the Principal's prior written consent.
- **Manner of work:** Work must conform to (in descending priority): (a) applicable laws (including those concerning health and safety, protection of the environment) and mandatory codes of practice then current; (b) *General Safety Handbook* last issued by Local Government Association Workers Compensation Scheme; (c) any reasonable directions the Principal may give; (d) any specifications / drawings the Principal provided for the engagement; (e) other stated requirements of the engagement; (f) any applicable Australian Standard then current; and (g) the exercise of due care, skill and diligence.
- **Risk:** If by reason of the registrant's / its subcontractor's default or negligence, the Principal claims under the Principal's insurance, the registrant must pay any excess / deductible for that claim.
- **Warranty:** A warranty period of 90 days applies to any goods / materials / work supplied. If the registrant's own supplier of goods / materials grants a longer warranty period however, that longer period applies for those goods / materials.
- **Prices:** Are of the amount/s and payable at the time stated in the schedule of rates in the registrant's application (adjusted over time).
- **Assignment:** The registrant may not assign the engagement except with Principal's prior written consent.
- **Termination:** The Principal may suspend / cancel an engagement if: (a) the Principal reasonably believes the registrant to be insolvent; (b) the registrant is in material default under any contract with the Principal; (c) it becomes unlawful for the registrant to perform the engagement; (d) any information provided by the registrant in its application or in an engagement is misleading or



deceptive in a material particular; or (e) the registrant, its subcontractor or worker does or allows anything that in the Principal's reasonable opinion is likely to bring the Principal into disrepute.

- **Disputes:** A dispute must be resolved by this process and without litigation: (a) first a meeting between senior executives of the parties each having authority to resolve the dispute; and (b) secondly, if the dispute is not resolved within 60 days after being first notified by one party to the other, by referring the matter to arbitration.
- **Ombudsman Act:** This Act empowers the Ombudsman to investigate any “administrative act” – including an act done in the performance of functions conferred under a contract for services with the Principal. The registrant agrees to comply with all its obligations as may arise under that Act in relation to the engagement.
- **Other:** Subject to all the above, an engagement is governed by a Standards Australia form of contract most relevant to the engagement (e.g., AS 4305 - 1996 “Minor Works Contract”).



APPLICATION FOR REGISTRATION

The person(s) named below as the Contractor now applies for registration on the register of independent contractors kept by Rural City of Murray Bridge (*Principal*).

PART 1 - THE CONTRACTOR

Trading name:

Full legal name(s):

[Note: If a partnership, state the names of all members]

ABN:

Business Address:

.....
.....

Contact Person: Mr/Mrs/Ms

[Note: The contact person must have authority to respond to any queries the Principal may have about the Application.]

Contact Address (if different from above):

.....
.....

Telephone Number:

Facsimile Number:

Email Address:

PART 2 - SIGNATURE

Dated this.....day of..... 20.....

Signature:

Print name of person signing:

Title of person signing:

The person signing warrants they have authority to complete, sign and submit this form on behalf of the Contractor.

PART 3 – SCOPE OF SERVICES

The Contractor applies of registration for these kinds of service/s:

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.....

PART 4 - REGISTRATIONS & LICENCES

Item	Yes	No
Contractor registered for GST?	<input type="checkbox"/>	<input type="checkbox"/>
Contractor registered as an employer or exempt employer under the <i>Worker's Rehabilitation and Compensation Act 1986</i> ?	<input type="checkbox"/>	<input type="checkbox"/>
Contractor holds any relevant government or industry licence / accreditation / certification?	<input type="checkbox"/>	<input type="checkbox"/>
Contractor requires similar registrations and licences from all relevant subcontractors?	<input type="checkbox"/>	<input type="checkbox"/>
If yes to any of the above, provide evidence showing all conditions and endorsements		

PART 5 – INSURANCE

Item	Yes	No
Contractor insured for public risk for at least \$20 million?	<input type="checkbox"/>	<input type="checkbox"/>
Contractor insured for product / service warranty liability for at least \$1 million?	<input type="checkbox"/>	<input type="checkbox"/>
Contractor insured for professional indemnity for at least \$1 million?	<input type="checkbox"/>	<input type="checkbox"/>
Contractor insured against loss, damage or destruction of its property for full replacement value?	<input type="checkbox"/>	<input type="checkbox"/>
Contractor insured for comprehensive property damage for road vehicles in service?	<input type="checkbox"/>	<input type="checkbox"/>
Contractor requires subcontractors to hold the same kinds and levels of insurance cover as above?	<input type="checkbox"/>	<input type="checkbox"/>
For non-vehicle insurances, provide a certificate of currency from a licensed insurance broker		

PART 6 - COMPLIANCE HISTORY

The following table concerns any matters applying at any time since 1 July 2004 to the Contractor or, if the Contractor is more than one person, any of those persons (or their respective related entity within the meaning of *Corporations Act 2001* s. 9):

Item	Yes	No
Criminal proceedings for an offence involving dishonesty?	<input type="checkbox"/>	<input type="checkbox"/>
A proceeding (civil or criminal) to which Australian Competition and Consumer Commission / Commissioner for Consumer Affairs (or equivalent regulator outside South Australia) was party?	<input type="checkbox"/>	<input type="checkbox"/>
An environment protection order, a clean-up order, a clean-up authorisation or proceedings (civil or criminal) under the <i>Environment Protection Act 1993</i> or regulations under that Act (or equivalent statute outside South Australia)?	<input type="checkbox"/>	<input type="checkbox"/>
A worker suffered a compensable disability under the <i>Workers Rehabilitation and Compensation Act 1986</i> (or equivalent statute outside South Australia)?	<input type="checkbox"/>	<input type="checkbox"/>
A default notice, improvement notice, prohibition notice or proceedings for an offence under the <i>Occupational Health, Safety and Welfare Act 1986</i> or regulations made under that Act (or equivalent statute outside South Australia)	<input type="checkbox"/>	<input type="checkbox"/>
An industrial dispute that was referred to an official exercising a function under the <i>Fair Work Act 1994</i> (or equivalent statute outside South Australia) or under the <i>Workplace Relations Act 1996</i> ?	<input type="checkbox"/>	<input type="checkbox"/>
A proceeding under the <i>Equal Opportunity Act 1984</i> (or equivalent statute outside South Australia)?	<input type="checkbox"/>	<input type="checkbox"/>
Being named under the <i>Equal Opportunity for Woman in the Workplace Act 1999</i> ?	<input type="checkbox"/>	<input type="checkbox"/>
A person had recourse to retention money or other security for the performance by them of work?	<input type="checkbox"/>	<input type="checkbox"/>
An arbitration / litigation in connection with work by them (other than to collect debts owed to them or to recover damages from another party)?	<input type="checkbox"/>	<input type="checkbox"/>
A sanction under the <i>National Code of Practice for the Construction Industry</i> ?	<input type="checkbox"/>	<input type="checkbox"/>
A complaint by the Commissioner of Consumer Affairs alleging grounds for disciplinary action under the <i>Building Work Contractor's Act 1995</i> (or equivalent regulator under an equivalent statute outside South Australia)?	<input type="checkbox"/>	<input type="checkbox"/>
If yes to any of the above, provide details		



PART 7 – METHOD OF WORKING

The following table concerns systems the Contractor now promises to deploy in performance of any work awarded to them by the Principal and made relevant to that work

Item	Yes	No
A site-specific risk assessment system?	<input type="checkbox"/>	<input type="checkbox"/>
An environment protection system?	<input type="checkbox"/>	<input type="checkbox"/>
A quality system, including an inspection and testing regime?	<input type="checkbox"/>	<input type="checkbox"/>
A health and safety system, including protection of its own employees?	<input type="checkbox"/>	<input type="checkbox"/>
A contract management system?	<input type="checkbox"/>	<input type="checkbox"/>
If yes to any of the above, provide evidence		

PART 8 – CAPABILITY

Item	Yes	No
Contractor has available adequate resources (including financial, technological, physical and human resources) and experience to perform any work the Principal may award?	<input type="checkbox"/>	<input type="checkbox"/>
Contractor engages subcontractors to perform substantially the whole of work awarded to the Contractor?	<input type="checkbox"/>	<input type="checkbox"/>
Contractor employs experienced contract managers for each material contract?	<input type="checkbox"/>	<input type="checkbox"/>
Contractor employs experienced site managers / supervisors for each material contract?	<input type="checkbox"/>	<input type="checkbox"/>
Contractor can provide 3 referees (other than the Principal) for similar work recently done?	<input type="checkbox"/>	<input type="checkbox"/>
If yes to any of the above, provide evidence – in case of referees, provide contact details and approximate value of the work		

PART 9 – SCHEDULE OF RATES

The Contractor offers the following schedule of rates (vary / add as needed)

Item	Description of work	Unit	Rate per unit (before GST)
1	Parts / materials / consumables / equipment hire.	-	At cost* +...%
2	Hourly rate for a suitably qualified person.	Per hour (and pro rata in 15 minute blocks)	
3	Hourly rate for a non-qualified person (such as an apprentice or labourer).	Per hour (and pro rata in 15 minute blocks)	
4	Extra loading to the above hourly rate/s for work necessarily or by the Principal's direction performed out of business hours (i.e., Monday - Friday after 5 pm and before 8 am; any time on a weekend or public holiday).	Per hour (and pro rata in 15 minute blocks)	

Notes to schedule of rates:

- (1) Rates stated are before any GST. In addition to rates, the Contractor may recover from the Principal any GST for which the Contractor is liable on account of the supply.
- (2) **Rates are fixed for 12 months from the date of the Application.** On each anniversary of that date, rates increase by the percentage change in the Consumer Price Index (all groups index for Adelaide) since the start of the previous 12 months. Work is charged at the rate applicable when the work was done.
- (3) * Cost means cost as purchased by the Contractor from an independent supplier, minus any GST input tax credits allowable to the Contractor. At any time, the Principal may require evidence of cost, including the original supplier's invoice to the Contractor.
- (4) Rates stated include the cost of all the Contractor's responsibilities under the engagement including all necessary labour, incidental materials, preliminaries, overheads, insurances, escalation and margin for full completion of the scope of work as described. In case of goods, a rate includes any weighing, packaging, delivery, installation. In case of services, a rate includes any fee, levy, duty, cost, expense or tax (except GST) incurred by the Contractor in providing the service.
- (5) The Principal is not liable to pay for a supply except after receipt of the Contractor's tax invoice. Within 14 days after receiving an invoice, the Principal should either approve the invoice for the amount claimed, or notify the Contractor of any problem giving reasonable details. **The Principal pays an approved invoice (for the amount approved) by the end of the calendar month**



following the month of the invoice's date. The Principal may pay by cheque or, at the option of either party, by electronic funds transfer in immediately available funds to a bank account nominated by the Contractor. Payment of an invoice is a payment on account only and not an admission of liability or evidence that the amount approved as due to the Contractor is the correct amount. If the Principal in good faith disputes an invoice, the Principal may withhold an amount in dispute pending resolution of the dispute.

- (6) The Principal may set off a claim against the Contractor against a claim the Contractor may have against Principal on any account. If an obligation of the Contractor is for damages yet to be assessed or otherwise unascertained, the Principal may set off an amount estimated by Principal in good faith on account of such obligation, without prejudice to parties' obligation to account for any shortfall or excess.
- (7) The Principal is not obliged to pay the Contractor for services provided until the Contractor has provided to the Principal in form acceptable to the Principal: (a) any security the engagement requires; (b) evidence of those insurances, site-specific risk assessment and other preliminary documents the purchase order requires; (c) any copies of records of the work the engagement requires; and (d) if the Principal so requires, evidence that payments to subcontractors / workers engaged in the work have been made when due.

