



**KATHERINE  
TOWN COUNCIL**

## **REQUEST FOR TENDER**

**for**

**KATHERINE TOWN COUNCIL**

**ABN 47 836 889 865**

**regarding**

**TENDER 23-04**

**KERBSIDE COLLECTION AND DISPOSAL OF DOMESTIC WASTE  
WITHIN THE KATHERINE TOWN COUNCIL MUNICIPALITY**

**CLOSING**

**2PM, FRIDAY 29<sup>TH</sup> SEPTEMBER 2023**

**TENDER BOX KATHERINE CIVIC CENTRE, STUART HIGHWAY, KATHERINE**

## TENDER 23-04

### KERBSIDE COLLECTION AND DISPOSAL OF DOMESTIC WASTE WITHIN THE KATHERINE TOWN COUNCIL MUNICIPALITY

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#### ENQUIRIES:

Technical nature regarding the work required should be referred to:

- Operations Manager – Infrastructure & Environment 08 8972 5500 or [records@ktc.nt.gov.au](mailto:records@ktc.nt.gov.au)

Tendering procedures or the like should be referred to:

- Governance Officer 08 8972 5500 or [records@ktc.nt.gov.au](mailto:records@ktc.nt.gov.au)

Tendering documentation requests to:

- Works Administration Officer 08 8972 5500 or [records@ktc.nt.gov.au](mailto:records@ktc.nt.gov.au)

#### PLEASE NOTE:

**ANY TENDERER MAY TENDER FOR ALL OR SELECTED PART(S) OF THIS TENDER AS THEY WISH. COMPLETE SECTION 3.9 OF THE RESPONSE SCHEDULE ACCORDINGLY AND ONLY THOSE PARTS OF THE SCHEDULE OF RATES THAT ARE RELEVANT TO YOUR TENDER.**

## SECTION 1 – NOTES FOR GUIDANCE OF TENDERERS

This Section provides Tenderers with a brief description of the services required and a background to the Tender process. If there is any conflict between it and the detailed Specifications in the later Sections of these documents, the requirements in the later Sections have precedence.

### 1.01 BACKGROUND

1.01.1 By-law 23 provides for the Council's regular domestic waste collection service to be as described in a notice published in a newspaper. The service provided under this Contract needs to be consistent with this published notice, and as published from time to time.

1.01.2 The following services are to be provided:

- (a) initial (at commencement of contract) supply, and ongoing maintenance of, new 240L mobile wheelie bins, to the reasonable satisfaction of the Council.
- (b) a once weekly kerbside domestic waste collection service for houses or multiple residential developments, or as otherwise directed under the Contract for the Collection and Disposal of Domestic waste.
- (c) collection and disposal of domestic waste from Litter Bins.
- (d) Provision of collection services at community events.
- (e) such other services or duties as required by the Contract for the Collection and Disposal of Domestic waste.

### 1.02 DOMESTIC WASTE COLLECTION FROM EXCLUDED PREMISES

The contract is NOT a contract for the collection and disposal of domestic waste from ALL premises within the area. See the definitions of "area" and "excluded premises" in the Conditions of Contract.

The contractor is to note that premises may be excluded by resolution of Council in the following circumstances:

- (a) The regular domestic waste service is not an appropriate means of servicing premises; or
- (b) The owner/occupier of premises has made application to the Council for approval to have his domestic waste collected other than by the means prescribed by this Contract and the Council in its absolute discretion shall have approved such application, and;
- (c) The owner/occupier of premises has made alternative arrangements satisfactory in all respects to the Council for the collection of domestic waste.

In such cases the Contractor, who is authorised so to do by the Council, may make a separate arrangement with the owner/occupier for the collection and disposal of domestic waste.

It is to be noted that the contractor or any other Contractor authorised by the Council to collect domestic waste may be required to pay a fee assessed by the Council in respect of premises not serviced by the regular domestic waste service.

### 1.03 **CONTRACTOR TO REMOVE DOMESTIC WASTE FROM LITTER BINS**

The Contractor will be required to remove domestic waste from public area Litter Bins as directed by an authorised Officer in accordance with the Conditions of Contract.

Tenderers are invited to make submissions for the provision of Litter Bins suitable for collection under this contract.

### 1.04 **COUNCIL TO ADVISE NUMBER OF REGULAR DOMESTIC WASTE SERVICES**

The Council will supply to Tenderers the details of the approximate number of premises from which domestic waste is presently removed. This information is for guidance of tenderers only and shall not form part of the Conditions of Contract. The number of regular domestic waste services has been estimated at 3,650.

**Note: all population and waste collection figures provided are indicative and do not relieve any or all Tenderers from the responsibility to make their own enquiries on which their tenders must be based. A Tenderer, by submitting a Tender, acknowledges that it has not relied on any information, projection or representation, whether in the form of a letter, document or other writing or in the form of any oral statement or any other conduct whatsoever except as may be expressly agreed in writing by the Council as being a Contract term or condition.**

### 1.05 **TERM OF THE CONTRACT**

The Contract for the Collection and Disposal of Domestic waste will commence on the date of its execution, and terminate on 28<sup>th</sup> February 2029.

### 1.06 **TRANSITION TO THE NEW CONTRACT**

All contract services start Friday 1<sup>st</sup> March 2024. Transitional arrangements will be negotiated with the successful Tenderer.

### 1.07 **CONTRACT AIMS AND OBJECTIVES**

The aims and objectives of the contract are:

- a) to achieve and maintain a high standard of performance and customer satisfaction in the provision of the contract services by the Contractor using best practice methods and systems;
- b) to regularly assess the performance of the Contractor and to gain continual improvement to work practices and resource recovery;
- c) to promote the health, safety and welfare of all persons engaged in or affected by the contract services;
- d) to minimise noise impacts;
- e) to purchase environmentally preferred goods (including fuel) whenever possible;
- f) to facilitate a sustained effort to increase the type, quality and amount of resources recovered from the waste stream;
- g) to maximise and preserve the resource integrity and value of recoverable and reusable materials within the waste stream;
- h) to ensure the provision of ongoing effective communication and cooperation between the Council and the Contractor;

- i) to provide high standard, integrated waste and resource recovery services, based on “best practice” principles, which are complementary to national, state and regional waste management policies, as well as the Council’s own waste management strategy if any;
- j) to fulfil the Council’s obligations under legislation relating to provision of waste and resource recovery services;
- k) to fulfil the Council’s obligations under the *Local Government Act* and other Acts and Regulations
- l) to provide cost-effective services that deliver value for money.

## SECTION 2 – CONDITIONS OF TENDER

*The Invitation to Tender is not an offer; it is merely an invitation to negotiate with any person who submits a bid. The submission of a tender does not create a contract between any Tenderer and the Principal.*

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**2.01** All Tenders shall be submitted on the accompanying Response Schedules documentation of the Council, duly signed and completed by the Tenderer.

The tenderer shall set forth the full Christian names, surname and address of the tenderer if a sole trader or partnership. When the tender is submitted by a Company, there shall be set forth the name of the Company, Australian Company Number, Australian Business Number, names, addresses and the address for the service of notices for the purposes of this tender and any subsequent contract arising out of acceptance of the Tender.

The tender shall be accompanied by any other tender documents required by the tender document to be submitted with the Tender.

The tenderer shall sign the tender, or if the tenderer is a corporation, affix its common seal in the manner prescribed by its articles of association or otherwise appropriately and formally have the tender signed and the signature witnessed.

The tenderer shall not alter or add to any tender document except as required by these conditions of tendering.

**2.02** No Tender shall be admitted after the hour fixed on the day named for the receipt of the Tender except as provided for in Clause 2.03 hereunder.

If the Tender is not formal or complete in accordance with these Conditions of Tender, the tender validity period shall commence from the date on which the tender is formalised or completed to the satisfaction of the Council.

**2.03** Each Tender shall be accompanied by the **Response Schedules** and **Schedule of Rates** and be submitted on the form required by the specification; unless lodging electronically via the E-Tender portal, all tenders must be enclosed in a sealed envelope endorsed with the specification of Tender Item Number and closing date and lodged at the place named in the advertisement or other invitation for Tenders by the date and time stated for closing Tender. Tenders may be lodged either by:

- An Electronic Tender Box (ETB) via the E-tender portal @ tenderlink.com. (Each E-Tender will have its own unique ETB);
- By hand into the Tender Box at the Civic Centre, Stuart Highway, Katherine;
- By prepaid post, air freight or courier service to the Katherine Town Council at: PO Box 1071, Katherine NT 0851; or
- By facsimile no. 08 8971 0305, provided:
  - a) The facsimile includes complete details of the tendered price, any qualifications, conditions or alternatives applicable.
  - b) A conforming written Tender has also been lodged for transmission by post, air freight or courier service before the date and time stated.
  - c) Details in the facsimile agree with those in the conforming Tender.

Tenders conveyed orally will not be considered.

When Tenders are not lodged by hand, Tenderers should ensure that the date and time of receipt for transmission is endorsed on the Tender by the transmitting service.

Late Tenders may be admitted if they were sent by prepaid post, airfreight or courier service by the date and time stated.

Late facsimile Tenders will not be admitted.

- 2.04** The Superintendent or any other persons authorised by him/her shall have free and uninterrupted access at all times to the works and during working hours to any workshop or premises not on the site of works where materials may be in preparation or stored for the purpose of this order. The Contractor if so required by the Superintendent shall give the Superintendent all particulars as to the mode and place of manufacture of any of the materials proposed to be used in connection with this order and shall facilitate in every way inspection of the same.

Submission of a Tender shall be taken to mean that the Tenderer has obtained all information necessary for its accurate preparation. Claims by the Contractor for extra remuneration on the grounds of not being furnished with sufficient, or accurate information, or any unforeseen terms will not be entertained.

## **2.05 TENDER ENQUIRIES**

Any enquiries regarding any aspects of these documents should be referred to the Director – Infrastructure & Environment, telephone 8972 5500.

## **2.06 DOCUMENTS TO BE LODGED WITH TENDER**

Tenderers shall lodge completed copies of the following documents with their Tender.

1. **RESPONSE SCHEDULE** (*in its entirety*)
2. **SCHEDULE OF RATES**

Any tender, which is not accompanied by completed documents required under this clause, will be rejected.

## **2.07 ALLOWANCE FOR CHARGES**

Tenderers shall make due allowance for any fees, royalties, premiums, costs, charges and the like which will be due and payable to any person or authority as a result of the carrying out of the works by the successful Tenderer in accordance with these Conditions and the Conditions of the Contract below.

## **2.08 INFORMATION NECESSARY FOR TENDERING**

The Council does not represent or warrant that the information in this tender documentation, or any information communicated or provided to Tenderers during due diligence or at any other time during the tendering process is or will be accurate, current or complete. Without limiting the generality of the foregoing:

- a) Tenderers must, prior to submitting their tender, inform themselves regarding the nature and extent of the Contract and the services to be undertaken, and make all necessary examinations, investigations, inspections and deductions.
- b) It is the sole responsibility of the Tenderer to obtain population figures, including current or future projections for the life of this contract, and any other information necessary in the preparation of this tender. Council figures and information

provided in this regard are an approximation and provided in good faith. Council cannot be held liable in any way, shape or form for the use of its data or information by the Tenderer.

- c) No claims arising from a failure to take any such actions will be considered and the Council does not accept any responsibility if a Tenderer fails to make its own enquiries, interpretations, deductions and conclusions when preparing its tender.
- d) The Tenderer should satisfy itself that it has sufficient and complete information to prepare its tender and no claims will be accepted that information is missing, or incomplete once tenders have been submitted.
- e) Tenderers are required to familiarize themselves with all regulatory requirements relating to the Services and the elements necessary to perform the Services.
- f) This includes the extent, if any, of any GST payable for the supply of any goods and services pursuant to the Contract.
- g) Tenderers must form their own assessment of the amount of Services, materials, plant and all other items necessary to perform the true intent of the proposed Contract and of the conditions, difficulties and hazards that may attend the performance of the Services. Tenderers are responsible for obtaining all further information that is obtainable by making reasonable inquiries and that is relevant to the risks, contingencies and other circumstances having an effect on their tenders, including environmental and/or contamination matters.
- h) The Council will accept no responsibility for a Tenderer's failure to make its own enquiries, interpretations and conclusions from information contained within the Tender Documents or otherwise.
- i) The Council shall not be bound by any advice or information furnished by an employee of the Council in respect of these Conditions of Tendering but shall be bound only by written advice or information furnished by the Council under the hand of the SUPERINTENDENT.

## **2.09 TENDERER'S EXPERIENCE**

Tenderers for this requirement must be experienced in the type of work covered by the specification and may be required to offer and/or demonstrate proof of their experience and capability before acceptance of the Tender.

## **2.10 GOODS AND SERVICES TAX**

Tenderers are referred to the clause 2.11 in the conditions of tender, 3.30 in the conditions of Contract and, Section 4 Goods and Services Tax deal with GST and associated tax changes. Under these clauses the successful Tenderer will be allowed to pass on GST provided they pass on Cost Savings made from other tax changes. Accordingly, Tenderers must submit a tender which includes GST and identify the amount of GST that is included in the tendered price.



**2.11 TENDER INCLUSIVE OF GST**

Tenderers shall submit a tender which includes GST on the basis that they will be allowed to pass on GST to the extent the Supply is performed on or after 1 July 2018  
Where applicable, all Supply under this Agreement is made:

- On a progressive or periodic basis.
- For consideration that is to be provided on a progressive or periodic basis; and
- Each progressive or periodic component of the Supply is to be a separate Supply.

**2.12 TENDER EVALUATION – VALUE FOR MONEY ASSESSMENT**

Each tender shall be accompanied by full particulars of experience and qualifications.

**2.13** The Council reserves the right to reject the lowest or any Tender.

**2.14** A tender shall not be deemed to have been accepted unless and until notice in writing of such acceptance is handed to the tenderer or is sent by prepaid post to or is left at the address stated in the tender form for the service of notices.

The successful Tenderer shall, within thirty (30) days of notification of acceptance, sign a Deed of Contract, which shall embody the Conditions of Contract. If the Deed of Contract is not executed within that time, the Council may, without any notice whatsoever, terminate the Contract constituted by its acceptance of the Tender.

**2.15** The Conditions of Tender shall be read in conjunction with the Conditions of Contract and Council’s Procurement Policy; the latter outlines the assessment and Council’s reporting criteria of which the contactor should be aware – refer below weightings.

PERCENTAGE WEIGHTINGS AND ASSESSMENT CRITERIA FROM RESPONSE SCHEDULES	
PAST PERFORMANCE	10%
LOCAL DEVELOPMENT AND VALUE ADDING	20%
CAPACITY	20%
PRICE	50%
<b>TOTAL</b>	<b>100%</b>

**2.16** The successful Tenderer shall, within one (1) calendar month after receiving written notice of the acceptance of his Tender by the Council, execute the Conditions of Contract in the terms set out hereinafter. In the event that the successful Tenderer is a company it shall, at or prior to the execution of the Conditions of Contract, cause its Directors to execute a Deed of Guarantee in respect of the performance by the successful Tenderer's obligations thereunder in a form and containing such terms and conditions as the SUPERINTENDENT may nominate.

- 2.17** If the successful Tenderer fails or neglects to execute the said Contract within one (1) calendar month after the date of acceptance of the tender, his tender, along with acceptance thereof by the Council, shall be null and void.
- 2.18** The Tenderer shall supply, free of cost to the Council, five (5) bins for testing and evaluation purposes. Such bins shall be of the same type, make, composition and construction as the bins the Tenderer intends to use for the purpose of this Contract.
- 2.19** Should the Tenderer find any discrepancy, error or omission in the tender documents, he shall notify the Superintendent in writing thereof on or before the closing date for the tenders.

## SECTION 3 – CONDITIONS OF CONTRACT

### 3.01 DEFINITIONS

In this Contract, the Conditions of Tendering, and in any document relating to the Contract, save where otherwise required by the context or unless a contrary intention shall appear, the following terms have the meanings hereinafter assigned to them respectively:

"Area"	The municipal district in which the Council has jurisdiction for the function of the collection and disposal of domestic waste which, for the purpose of this Contract, shall be:  (a) until such time as the Council resolves otherwise, the area declared and gazetted under the Crown Lands Act as the Town of Katherine plus the whole of the area within the municipality boundaries including Parks and Recreation Reserves, pre-4th January 2008. (b) subject to a decision by the Council, the area described in (a) above together with parks and recreation reserves as being within the municipality boundary.
"Authorised Officer"	Means an officer of the Council authorised in respect of this Contract of where no such officer has been authorised "Superintendent".
"Bin"	Shall mean a 240-litre mobile waste bin provided by the Contractor under this Contract used as a receptacle for the temporary storage of waste. Such bin shall be approved by the Council.
"Extra Bin"	Any bins placed for collection at any premises which bins are additional to the maximum number prescribed for the Regular Domestic Waste Service.
"Litter Bin"	Means or includes a bin or receptacle provided by the Contractor or Council in any public place under the care, control and management of the Council for the disposal of rubbish by the public including industrial bins with lids and safety devices.
"By-laws"	The By-laws of the Council as in force from time to time during the term of this Contract.
"CEO"	The Chief Executive Officer of the Council for the time being.
"Contract"	The Conditions of Tendering, Form of Tender, Conditions of Contract and Specifications.
"Excluded premises"	Includes premises in respect of which the Council has passed a resolution excluding such premises from the operation of this Contract either generally or specifically or premises which have been excluded by Council By-laws.
"Extra Clearance"	The collection and disposal of garbage from a bin from any premises within the area at any time other than at the time of the Regular Domestic Waste Service.
"Waste"	Includes all kinds of rubbish, waste, refuse, debris and trade refuse.

"Waste Management Facility"	The place or premises or land established from time to time by the Council.
"Plant"	All vehicles, horses, wagons, utensils, waste bins and lids, buildings, premises destructors and other machinery and appliances of every description belonging to the Council or the Contractor, used in, or in connection with, and necessary for the carrying out of the work herein specified.
"Vehicle"	The vehicle is to be fitted with approved compactus with the following features: Mechanical arms for either type of bins (mobile or industrial bins) with appropriate cleaning apparatus.
"Premises"	For the purpose of this Contract means a place of residence, condominium, dwelling house, flat, flatette, home unit, duplex, caravan, caravanette, camp, tent, hostel, boarding house, business, office, shop, factory, depot, workshop, mill, slaughter house, warehouse, hotel, motel, restaurant, eating house, public and private institution, camp and government building, church, school, mobile dwelling, caravan and yard and every other building or establishment within the Town whether the same is used for business, trade or residential purposes and any other place where garbage for removal is or may be gathered including any building which is let or occupied in more than one separate unit, each separate unit, or any building which is let or occupied by a separate person including premises situated above or below the level of the street or road but does not include "excluded premises" as hereinbefore defined. Including lots and Portions within the Municipality.
"Regular Waste Service"	The regular collection and disposal of all waste which has been placed in bins from premises within the area and left kerbside. The frequency of visits that the Contractor shall make to each of the premises within the area and the maximum number of bins which each of the premises shall be allowed to place out for collection to constitute a "Regular Waste Service" shall be as provided in Section 6 Scope of Works

### **3.02 RESOLUTION OF DISPUTES**

Should any doubt or dispute arise as to the meaning of any words or combination of words or as to the execution of the duties described, expressed or inferred or the fulfilment or otherwise of this Contract, the question shall be referred to the Council Auditor whose interpretation and decision shall be final and binding.

### **3.03 SECURITY DEPOSIT**

(Council reserves the right to waive the requirement for a Security Deposit if it considers the Contractor to be a company of substantial financial substance)

The Contractor shall, prior to or upon the date commencement of the contract, lodge with the Council a security deposit ("Security Deposit") to be held by the Council for the due and satisfactory performance of this Contract. The Security Deposit shall be an amount of Fifty Thousand Dollars (\$50,000.00) which deposit may be made as follows:

- (a) Bank notes or bank draft to the value of Fifty Thousand Dollars (\$50,000.00), or
- (b) By way of mortgage, bill of sale, bank guarantee or otherwise to the Council's satisfaction, to a value of Fifty Thousand Dollars (\$50,000.00); or
- (c) By unconditional and irrevocable bank guarantee from a bank or similar institution approved by the Council in favour of the Council in a form acceptable to the Council for the sum stated.

### **3.04 FAILURE TO LODGE SECURITY DEPOSIT**

If the Security Deposit is not lodged in the time specified, the Council may treat this omission as a breach discharging the Contract.

#### **3.04A RECOURSE TO THE SECURITY DEPOSIT**

In the event of any failure by the Contractor to carry out and complete its obligations under this Contract, the Council may have recourse to the Security Deposit in respect of any moneys for which the Contractor may be liable to the Council under this Contract. In the event that the Council has recourse to the Security Deposit then the Council must notify the Contractor within ten (10) business days thereafter.

#### **3.04B REPLACEMENT OF THE SECURITY DEPOSIT**

If the Council has applied the Security Deposit or any part thereof to rectify or part rectify any breach of this Contract the Contractor shall within five (5) Business Days of service of the notice on the Contractor pursuant to Clause 4A provide a replacement Security Deposit or "top up" of the same amount to be held on the same terms as these Clauses 3, 4, 4A, 4B and 4C, to the intent that the Security Deposit will be maintained in the amount specified in Clause 3.

#### **3.04C RETURN OF THE SECURITY DEPOSIT**

Unless the Council has exercised a right under Clause 4A, the Security Deposit will be returned to the Contractor within 30 days of the conclusion of or early termination of this Contract provided all liabilities owing to the Council under this Contract have been met.

### **3.05 SUPERINTENDENT**

For the purpose of this Contract, the *Superintendent* shall be the person, which is for the time being performing the duties of the Chief Executive Officer, Katherine Town Council.

The Superintendent may from time to time and in writing appoint as his representative persons named by him/her to exercise all of the powers, duties, discretions and authorities vested in him/her under the Contract with the exception of those powers, duties, discretions and authorities given under the Clause entitled 'Conditions of Contract'.

The Contractor is to recognise and accept notices from the Superintendent's Representative as if such were issued by the Superintendent and any reference to the Superintendent with the following Conditions will be deemed to be a reference to the Superintendent's Representative providing that no limitation under the Conditions has been stipulated in the letter of appointment.

### **3.06 TYPE OF CONTRACT**

The Contract shall be a *Schedule of Rates* Contract and shall not be subject to adjustment for rise and fall in costs. The attached **Schedule of Rates** shall also be used for the purpose of variation evaluation.

### **3.07 SCHEDULE OF RATES**

Attached to this specification is a **Schedule of Rates**, that relates to the Scope of Works, which shall be completed and lodged with the Tender. Prices may be submitted for each item in the schedule. Council reserves the right to award the Tender in all or in part, or indeed not at all. A Tenderer must complete Clause 3.9 of The Response Schedule to indicate which services they are tendering for and write / type the word Yes or No in the appropriate cell under the "Tender Submitted" column of the Schedule of Rates. Prices tendered are to include labour, materials, transport, freight, overheads, profits and other costs as applicable.

Any quantities given in the schedule are not guaranteed as to the amount of work to be undertaken under the Contract. These quantities shall be used for Tender assessment purposes only.

### **3.08 ASSESSMENT OF TENDERER'S CAPACITY**

In addition to the completion of the noted **Response Schedules**, the Council may interview a tenderer prior to contract acceptance to determine the tenderer's financial, technical and physical capacity and to investigate the tenderer's awareness of the requirements of the Contract.

### **3.09 PREREQUISITES TO ACCEPTANCE**

Notwithstanding any other requirement of the tender documents, the Council shall, before any tender is accepted, require the tenderer to submit the following:

- A statement of facts in detail as to previous experience and achievements in performing similar or comparable works and resources and ability (i.e. equipment and facilities, number of staff employed, and identify tradesmen/ apprentices/ other trainee staff.)
- The schedule of prices completed by the tenderer.

(Refer clause 2.06 – Documents to be lodged with Tender, and 2.12 – Tender Evaluation – Value For Money Assessment)

Should the tenderer fail to any of the information so required in the time stipulated, the Council may thereupon treat the tender as informal.

### **3.10 CONDITIONS OF CONTRACT – PERIOD CONTRACTS**

The Contractor shall take upon himself the whole risk of executing the works in accordance with these Conditions, the plans and/or specifications and shall be solely

liable for loss or damage to the works from any cause whatsoever (except loss or damage caused by negligence, omission or default of the Council, its servants or agents) until the Superintendent has certified that the whole of the works have been satisfactorily completed by the Contractor.

The Contractor shall observe and comply with the provisions of all relevant acts, ordinances, regulations, by-laws and rules and all requirements of any authority as shall be in force in the place where the works are to be executed and as may relate to the works to be executed. However, the Contractor is not required to submit building plans to local or other authorities for approval.

Unless otherwise specified, the Contractor is responsible for connection of all water, drainage, sewer, gas and electricity services and he shall apply for all relevant permits and pay all associated fees and/or charges, which are levied by the appropriate authority. Materials, plant and equipment purchased for incorporation in the work under the Contract will be subject to GST.

The Contractor shall be liable for and keep the Council indemnified against any legal liability, loss, claim or proceedings for personal injury to or death of any person or for injury or damage to property arising from carrying out of works, other than that which may arise from the negligence, omission or default of the Council, its servants or agents.

For the duration of the Contract, the Contractor shall maintain appropriate Workers Compensation Insurance cover. This cover shall comply with the Work Health Act of the Northern Territory and policies must be purchased from N.T. approved insurers.

This does not apply to Proprietary Limited Contractors who employ only their company directors.

The Contractor shall also ensure that all Sub-Contractors who are employers have workers compensation insurance or, if they are not employers; they carry a current and valid Certificate of Exemption issued by the Work Health Authority.

For Contractors employing workers (not applicable for Proprietary Limited Companies who only employ their directors):

- a) Workers Compensation Policy Number
- b) Name of Insurer
- c) Date of Expiry

The Contractor shall indemnify the Council at all times against any compensation paid or any action, claim, demand or expense arising from or incurred by reason of the existence of any patent design, trade mark or copyright or other protected right in respect of any machine, plant, work material or thing, system or method of using, fixing, working or arrangement, used or fixed or supplied by the Contractor in connection with the carrying out of this Contract.

Materials used in the work under the Contract, and standards of workmanship, shall be in conformity with the provisions of the Contract. In the absence of any such provision in the Contract in respect of any material or standard of workmanship, that material or standard of workmanship, as the case may be, shall be of a kind which is suitable for its purpose and is consistent with the nature and character of the works. Any materials not otherwise specified shall be new and, where applicable, materials and workmanship shall be in accordance with the relevant standard of the Standards Association of Australia. If the Superintendent is of the opinion that any materials or works, whether fixed or not, are not satisfactory, he may direct removal or correction at the Contractor's expense.

The Superintendent will have the full power to increase or decrease the extent of the work specified or to require the substitution of alternative materials or classes of work from those specified. The necessary adjustment (if any) to be made to the Contract price as a result of any such variation shall be determined by mutual agreement between the Superintendent and the Contractor.

The Contractor may, by giving one month's notice in writing to the Superintendent, voluntarily terminate his liabilities under the Contract. On expiry of such period of notice, the Contractor shall be paid for all work completed up to the date of termination.

If the Contractor fails to carry out the work at a rate of progress satisfactory to the Superintendent, or neglects or omits to carry out any instruction of the Superintendent in respect of the work or fails to complete the works within the period specified for completion in accordance with these Conditions, plans or specification or such extended time as the Superintendent may approve, or intimates other than as provided in these Conditions that he is unwilling or unable to complete the works, the Superintendent may, by notice in writing, either:

a) Cancel the Contract, whereupon all sums of monies which may remain in the hands of the Council in respect of uncompleted works, together with all materials on or about the site which are the property of the Contractor and have been provided by him for the purpose of carrying out the work may be forfeited to the Council and on being so forfeited shall become vested in or become payable to the Council; or

b) Take the works wholly or partly out of the control of the Contractor, or any other person in whose control or possession the works or part of them may be, and complete the same by any other means he so decides. The Council may take possession of and permit other persons to use any materials, plant or other things on or about the site, which are the property of the Contractor and are deemed to be requisite and necessary for the purpose of any such completion.

Should the Superintendent take action pursuant to Sub-Clause (b) above these Conditions, then all losses, costs, charges and expenses incurred or sustained by the Council in completing the works will be deemed to be a debt due to the Council by the Contractor and will be deducted from any monies that may then be or may thereafter become due to the Contractor.

If the monies then due or thereafter becoming due to the Contractor were less than the amount so deductible, the amount of the deficiency shall be a debt due by the Contractor to Council.

The Contractor shall not assign the Contract, or mortgage, charge or encumber any of the monies payable under this Contract or any other benefit whatsoever arising under this Contract. Should the Contractor desire to sub-let any part of parts of the work, he shall submit to the Superintendent the names of his proposed Sub-Contractors and the nature of the work, which it is intended they undertake, and receive the written approval of the Superintendent in respect of them. No Sub-Contractor shall be employed in connection with the works unless such approval is firstly obtained.

Any Sub-Contract shall be in writing and contain the provision that progress payments to the Sub-Contractor shall be made within Fourteen (14) days after the Contractor has received payment from the Principal.

The Contractor shall ensure that all persons employed on the works, whether employees of the Contractor or Sub-Contractors, are paid at rates which are not less than those fixed by any relevant award, determination, judgment or order of any competent court, board, commission or other industrial tribunal and are employed under the Conditions prescribed in any such award, determination, judgment or order.



Any notice in writing by the Superintendent shall, when posted in a pre-paid letter addressed to the Contractor at his usual or last known address be deemed to have been duly received at the time at which the ordinary course of post would have reached that address.

The Contractor shall comply with any direction, either orally or in writing, issued, given or served upon the Contract by the Superintendent or his representative. Any direction given orally shall, as soon as practicable after it is given, be confirmed in writing by the Superintendent.

For the purpose of the clause, the word 'direction' includes any agreement, approval authorization, certificate, decision, demand, determination, direction, explanation, instruction, notice, notification, order, permission, rejection, request or requirement which the Superintendent may make, give or issue pursuant to the provision of the Contract.

The contractor shall, in respect of any dispute or difference arising out of the Contract and not later than fourteen (14) days after the dispute of difference arises, submit the matter at issue in writing with detailed particulars of the matter at issue to the Superintendent for decision and the Superintendent shall, as soon as practicable thereafter give his decision in writing to the Contractor.

Any decision given by the Superintendent pursuant to this Condition shall be final and binding upon the Contractor.

### **3.11 CUSTOM DUTIES**

The Tenderer shall allow for any customs duty and primage applicable to all imported materials, plant and equipment in connection with the work under the Contract.

### **3.12 ACCESS TO WORKS AND MATERIAL**

The Superintendent or any other persons authorised by him/her shall have free and uninterrupted access at all times to the works and during working hours to any workshop or premises not on the site of works where materials may be in preparation or stored for the purpose of this order. The Contractor if so required by the Superintendent shall give the Superintendent all particulars as to the mode and place of manufacture of any of the materials proposed to be used in connection with this order and shall facilitate in every way inspection of the same.

### **3.13 CONTRACTOR'S REPRESENTATIVE**

The Contractor or his representative shall have sufficient command of the English language and of Australian civil, building and technical terminology to be able to read, converse and receive instructions in English.

### **3.14 POWER TO DISMISS MEN**

The Superintendent may require the instant dismissal from the works of any agent, overseer, foremen or other person employed on the works or in connection with the works, whether employed by the Contractor or not, and the Contractor shall immediately comply with or ensure immediate compliance with such requirement and the Contractor shall not again employ a person so dismissed on or in connection with the works.

### **3.15 STANDARD SPECIFICATION AND CODES**

Unless otherwise specified, materials, manufactured articles and workmanship shall conform to all applicable Australian and Industry Standards and to those federal and Northern Territory Government requirements as relevant to the works at hand.

### **3.16 INTERPRETATION OF TERMS**

Where such phrases “as may be directed” or “approval” or “approved” etc are used in the specification, they shall mean that the direction and approval of the Superintendent is referred to irrespective of any trade usage.

### **3.17 OBVIOUS WORK**

Where a construction or item of work is to be obviously inferred or is usual and proper in the class of work generalised in the specification, the same is to be included, notwithstanding, that such construction or necessary item is not specifically mentioned in this specification.

### **3.18 SUPPLY OF MATERIALS AND LABOUR**

Unless specified to the contrary, any mention or description in this specification of materials or fittings or of operations shall be deemed to mean that the Contractor shall provide each item mentioned or described and shall perform each operation mentioned or called for in buildings, in fixing or installing materials, fittings or operations.

### **3.19 PRECAUTIONS IN CARRYING OUT WORKS**

In carrying out the work, the Contractor and Sub-Contractor shall comply with all requirements under Acts, Regulations, Ordinances, By-Laws, Orders and Rules and other special requirements of proper Authorities concerning storage, transport and use of materials, plant, equipment, work processes and safety precautions.

Where any current Australian standard, published by the Standards Association of Australia, is appropriate to storage, transport and use of materials, plant and equipment, and to work process or to safety precautions, the provisions of such standard shall be observed except if they conflict with any statutory of special requirement or proper authority in which case the latter shall apply.

### **3.20 SITE CONTROL**

*Note the following*

The Contractor shall observe all rules and regulations in force in the area in which the works are to be carried out and shall comply with all notices and instructions issued by the Superintendent in relation to such rules and regulations.

### **3.21 PROTECTION AND PROVISION FOR TRAFFIC**

The Contractor shall provide all necessary lights, barriers, flags and necessary Traffic Control Devices at all times during the Contract period to ensure the safety of all persons, vehicles and animals.

Failure to provide such barriers, lights and the like may render the Contractor liable to having these installed by others at his own expense, after reasonable notice has been forwarded.

### **3.22 PROTECTION OF PROPERTY**

For the duration of the Contract, the Contractor shall take all necessary precautionary measures and ensure their continued efficiency to protect all Council and Northern Territory and Commonwealth property as well as that belonging to or vested in statutory authorities and private persons, companies, institutions, clubs etc., against loss, theft or damage resulting from negligence by the Contractor's personnel or that of his Sub Contractors and agents. This protection shall apply to the building site as well as adjoining sites and means of access and/or transport.

### **3.23 PROTECTION OF EQUIPMENT**

All equipment, whether supplied under the Contract or existing at the site and surroundings, likely to be damaged or affected by ingress or deposit of foreign matter resulting from the Contractor's operations or those of his sub-contractors or agents, shall be protected by the Contractor in an approved manner.

Such protection shall be maintained in a satisfactory condition. It shall be installed in such a manner that the operation of the equipment, should this be required to function, is in no way hampered.

### **3.24 DAMAGE TO SERVICES**

The Contractor shall immediately notify the Superintendent and the officer in charge of the area in the event of damage to any services caused in the execution of the work. The Contractor shall be liable for the cost of any necessary repairs.

### **3.25 WORKING PERIODS ON COUNCIL CONTRACTS**

*As per Clause 5.48*

### **3.26 VALIDITY PERIOD**

Tenders shall remain valid for a period of sixty (60) days from the date of closing of the Tenders.

### **3.27 INFORMATION NECESSARY FOR TENDERING**

Submission of a Tender shall be taken to mean that the Tenderer has obtained all information necessary for its accurate preparation. Before tendering, the Tenderer shall visit the site of the works to ascertain the exact nature and extent of work and verify and check all measurements and quantities. Claims by the Contractor for extra remuneration on the grounds of not being furnished with sufficient or accurate information or any unforeseen terms will not be entertained.

### **3.28 TENDERER'S EXPERIENCE**

Tenderers for this requirement must be experienced in the type of work covered by the specification and may be required to offer and/or demonstrate proof of their experience and capability before acceptance of the Tender.

### **3.29 DEFECTS LIABILITY PERIOD**

The Contractor shall maintain the works for the Defects Liability Period, if any, stated in the Tender and shall make good at his own expense all defective workmanship or materials and all damage, loss or injury to the works occasioned by faulty workmanship. If the Contractor fails to make good any defects within the defects liability period or such additional time as is provided in writing by the Superintendent, the Superintendent may,

by notice in writing, take action to complete those defects outstanding at the Contractor's expense.

### **3.30 CARE OF WORK AND CLEANING UP**

The Contractor shall keep the works clean and tidy as they proceed and regularly remove from the site rubbish and surplus material arising from the execution of the works. On completion of the works, the Contractor shall clear away and remove from the site all construction plant, surplus materials, rubbish and temporary works of every kind and shall leave the site of the works, existing structures and areas adjacent thereto, in as good a state of repair as they were in when he commenced the works excluding wear and tear.

## SECTION 4 – GOODS AND SERVICES TAX

### 4.01 DEFINITIONS

For the purposes of this Clause unless the context otherwise requires:

- “Adjustment” means each form of adjustment to consideration provided for in this clause.
- “Cost Savings” shall mean in respect of each Supply the Cost Savings made by the Supplier as a result of New Tax System Changes other than the imposition of GST on the Supply in so far as they are properly allocated to that Supply. In determining the Cost Savings made in relation to costs incurred after 1 July 2000, such costs shall be deemed to be incurred in any amount equal to the actual costs less the amount of any input credits available to the Supplier in respect of such costs.
- “GST” means any tax imposed on Supplies by or through the *New Tax System (Goods and Services Tax) Act 1999* (**‘the Act’**) and any related *Tax Imposition Act* and **‘New Tax System Changes’** has the meaning it bears in the *New Tax System (Trade Practices Amendment) Act 1999* (**‘the TPA’**). Where any other term is used in this clause, which is defined in the Act or the TPA, it shall have the meaning, which it bears in the Act, or (if the term is not defined in the Act) then the meaning, which it bears in the TPA;
- “Recipient”, “Supplier” and “Supply” have the meaning they bear in the Act; in addition for the purposes of this contract shall also be read as follow:  
“Supplier” shall also mean Contractor;  
“Recipient” shall also mean Principal;  
“Supply” shall also mean the Works.

### 4.02 GST AND COST SAVINGS NOT INCLUDED IN THE CONTRACT PRICE

The Supplier and the Recipient acknowledge that the consideration under the Agreement has been set including GST and taking account of any Cost Savings.

### 4.03 ADJUSTMENT OF CONTRACT PRICE

The Supplier and the Recipient agree that in the case of a Supply, which is a taxable Supply:

- a) The consideration payable to the Supplier will be increased by an amount equal to the GST payable on the Supply calculated in accordance with the Act and on the value stipulated in the Act in relation to the Supply; and
- b) the Recipient shall be entitled to a reduction in the consideration payable to the Supplier equal to any Cost Savings properly allocated to that Supply.

#### **4.04 INSURANCE**

If either party is required under the Contract to effect a policy of insurance, the policy will cover any liability for GST that may arise upon settlement of a claim pursuant to that policy.

#### **4.05 INVOICE PARTICULARS TO COMPLY WITH REQUIREMENT OF THE ACT**

In any account submitted for payment, the Supplier shall comply with the requirements for a tax invoice as defined in the Act, including the Suppliers Australian Business Number, and either provide a statement that the invoice includes GST or a separate identification of the invoice amount and the GST amount so that the Recipient can claim an input tax credit.

Payment will not be made until such time as these requirements have been complied with.

#### **4.06 NO GST TAX EFFECT DOUBLE DIPPING**

Notwithstanding any provisions in the Contract as to Rise and Fall, where, because of the impact of any Adjustment the Contractor has had a review of the Contract pricing structure within the relevant review period, the parties shall not take into account that factor of the price indices relating to the effect of any GST price Adjustment in determining the rise and fall calculations.

#### **4.07 FURTHER GST PRICE ADJUSTMENT REVIEWS**

The Superintendent may, in the Superintendents absolute discretion, initiate a further review of Adjustments at the anniversary of the first Adjustment. Sub-clauses (4.1) to (4.6) inclusive shall apply to any subsequent reviews, with the time provisions applying Mutatis (with the appropriate changes).

## SECTION 5 – ANNEXURE TO CONDITIONS OF CONTRACT NPWC NT EDITION – 1 OCTOBER 2017

The contract shall be governed by and construed with reference to the laws for the time being in force in the State or Territory:

(Clauses 1)	THE NORTHERN TERRITORY
All payments made under the Contract shall be made at: (Clause 1)	KATHERINE NT
The Principal is: (Clause 2)	KATHERINE TOWN COUNCIL
The Superintendent shall be: (Clause 2)	THE CHIEF EXECUTIVE OFFICER
The basis of payment shall be: (Clause 3.1)	AS PER CONDITIONS OF CONTRACT
The time for lodgement of the priced copy of the Bill of Quantities is: (Clause 4.1)	N/A
The amount of the security is: (Clause 5.2)	N/A
The address of the Principal for service of documents is: (Clause 7.3)	THE CHIEF EXECUTIVE OFFICER PO BOX 1071 KATHERINE NT 0851
The address of the CEO for service of documents is: (Clause 7.3)	THE CHIEF EXECUTIVE OFFICER PO BOX 1071 KATHERINE NT 0851
The value of materials to be provided by the Principal is: (Clause 25)	N/A
The assessment for insurance purposes of the costs of demolition and removal of debris is: (Clause 25)	N/A
The amount of Public Liability Insurance shall not be less than: (Clause 28)	\$30,000,000.00
The amount of Common Law Liability Insurance shall not be less than: (Clause 29)	UNLIMITED
The time for giving possession of the site (if applicable) is:	01 MARCH 2024

(Clause 42.1)

The time for Principal Completion of the works shall be:  
(Clause 53.2) N/A

The time for Practical Completion of each separable part of the Works shall be the time specified for that separable part of the works in the:  
(Clause 53.2) N/A

Liquidated Damages  
(Clause 37.1) N/A

- for the Works shall be:
- for each separable part of the Works shall be:

The Defects Liability Period for the Works shall be:  
(Clause 53.5) N/A

The amount of retention money is: \$50,000.00



## **SECTION 5 - SPECIAL CONDITIONS OF CONTRACT**

### **5.07 PERIOD OF CONTRACT**

The contract shall be for a period of sixty (60) months (from commencement of service or otherwise mutually agreed)

The Council has the right to extend the contract for a further period of twenty-four (24) months at rates based on clause 6.04.

The Tenderer shall advise the Council twenty-six (26) weeks before the contract expires if he desires the contract period to be extended.

### **5.08 NORTHERN TERRITORY PROPER LAW**

This Contract shall, in all respects, be construed and operate as a Contract made in the Northern Territory of Australia and in conformity with the laws of that Territory.

### **5.09 PREPARATION AND CUSTODY OF CONTRACT**

The expenses of preparing and stamping this Contract shall be borne by the Council and the Contractor in equal proportions. The signed and stamped Contract shall be retained by the Council and the Contractor shall be given by the Council a signed copy of this Contract and also, if the Contractor so requires, a complete set of the Contract documents.

### **5.10 CONTRACTOR TO INFORM HIMSELF**

The Contractor hereby acknowledges that he has examined everything and anything affecting the carrying out of the Contract and has fully informed himself of the provisions of the Contract documents and is aware of all risks, contingencies, costs, difficulties and other circumstances in any way connected with the performance of its obligations under this Contract.

### **5.11 MINOR THINGS NECESSARY BUT NOT SPECIFIED**

Where this Contract does not contain any particulars of the supply of minor things or services but where it is clear from the context of this Contract that the supply of these minor things or services are necessary for the proper completion of the work, then these minor things or services shall be supplied by the Contractor without any additional charge to the Council.

### **5.12 CONTRACTOR NOT TO SUB-LET OR ASSIGN WITHOUT CONSENT OF COUNCIL**

The Contractor shall not sub-let the whole or any portion of the work under this Contract, nor enter into any sub-contract for the execution thereof, nor assign the deposit, or any money or moneys payable under this Contract, without the consent of the Council in writing, in its absolute discretion, and any such sub-letting, sub-contracting or assigning, without such consent aforesaid, or any assignment contract or covenant for the same, or any irrevocable power of attorney coupled owner/occupier or any part thereof respectively, shall be null and void as against the Council and shall not relieve the Contractor from any liability under this Contract or at law and the Contractor shall be responsible for the acts and

omissions of any subcontractor or assignee as if they were the acts or omissions of the Contractor.

## 5.13 DEFAULT BY CONTRACTOR

### 5.13.1 If the Contractor:

- (a) being an individual, dies;
- (b) fails to faithfully fulfil and perform any of the work required by this Contract or to comply with any provision hereof including complying with directions properly made by the SUPERINTENDENT hereunder;
- (c) enters into a scheme of arrangement or compromise with creditors;
- (d) assigns his estate for the benefit of his creditors;
- (e) being a company resolves that it be wound up whether voluntarily or otherwise or a petition is present for its winding up;
- (f) being an individual is the subject of a petition presented for his bankruptcy; or
- (g) has a receiver or special manager appointed whether by a creditor or by the Court or otherwise or is placed under administration; or
- (h) is in breach of any of the terms of this Contract and fails to rectify the said breach after receiving written notice of the breach from the Council giving a reasonable time within which to rectify the breach:

THEN and in any such case the Council shall by its officers, servants, or agents take possession of all the Contractor's plant and materials and use the same, occupy and use all the Contractor's lands, buildings and improvements used or to be used in connection with this Contract and may do all such acts and matters incidental thereto as it may think fit to enable it to continue or attempt to continue the domestic waste collection service and may employ any persons and hire any additional plant or re-let the Contract on such terms as it may think AND the Council may by notice in writing determine this Contract and shall be entitled to hold the Security Deposit together with any moneys received from the execution or calling in of the security or securities given under condition 3 hereof and any other money which may otherwise have been due to the Contractor by the Council and may hold all such moneys until two (2) calendar months after the date upon which this Contract would, but for the breach, have expired by effluxion of time AND the Council shall be entitled to deduct therefrom any damages, wages, costs, expenses or outgoings whatsoever arising out of or resulting from any breach by the Contractor or the exercise by the Council of any power given hereunder AND if such damages, costs, expenses or outgoings exceed the moneys held the Contractor shall, on the request of the Council, execute such additional mortgage bill of sale guarantee or other security over the Contractor's plant and materials or other assets as the Council shall, on the request of the Council execute such additional mortgage bill of sale guarantee or other security over the Contractor's plant and materials or other assets as the Council shall reasonably require to secure to the Council the repayment to it of all such outgoings PROVIDED THAT all the Contractor's property, plant and materials then remaining shall be handed back after the expiration of a period of two (2) calendar months after the date on which this Contract would, but

for the breach, have expired by effluxion of time AND the Council shall not be liable for any loss or damage whatsoever to the said property and materials.

**5.13.2** The Contractor hereby irrevocably appoints the Council and the authorised officers of the Council jointly and severally to be its attorney and in its name and on its behalf to exercise, sign and do all assurances, deeds, instruments, acts and things whatsoever which in the opinion of the Council are necessary or expedient that the Contractor execute, sign and do in or towards the performance of its obligations under this Contract and generally to use its name in the exercise of all or any of the powers hereby or by statute or by the general law or otherwise conferred on the Council.

#### **5.14 PAYMENT BY COUNCIL**

The Contractor may submit an invoice to the Council in arrears after the end of each calendar month for each completed week of services rendered pursuant to this Contract. The Council shall make payment of all moneys then due to the Contractor in respect of the invoice within 14 - 28 working days of receipt of the invoice.

#### **5.15 CONTRACTOR TO ADVISE ENCUMBRANCES ON PLANT**

The Contractor shall forthwith notify the Council, in writing, of any loss of or change in ownership of or creation of any security lien or charge over any item of his plant.

#### **5.16 EXTENSION OF CONTRACT**

5.16.1 Notwithstanding the provisions of Condition 5 above, the Superintendent may request the Contractor, in writing, delivered to the Contractor at least three (3) months prior to the expiration of the term of this Contract, to extend the terms of this Contract for a further one (1) year.

5.16.2 The Contractor may, upon such request, elect to so extend the terms of this Contract by notice in writing to the Superintendent, such notice to be received by the Council not less than three (3) months prior to the expiration of the term of this Contract.

5.16.3 If the Contractor so elects to extend the term of this Contract, the Contractor shall continue to provide domestic waste collection and disposal services on the same terms and conditions mutatis mutandis as herein provided (save and except for this clause for extension of Contract) for the further period of one (1) year with the option of a 2<sup>nd</sup> twelve (12) month extension after that.

5.16.4 In the event that the Contractor does not so elect, the Contractor may, by agreement with the Council, extend the term of the contract on a month to month basis.

5.17.5 In the event that the Contractor does not so elect and the Contract is not extended pursuant to Condition 5.16.4 above, then this Contract shall expire as provided herein.

#### **5.17 INDULGENCE NO WAIVER**

Any delay or mistake by the Council or any extension of time or indulgence granted to the Contractor or any forbearance by the Council to enforce its rights shall not in any respect be interpreted as a waiver of any right which the Council may have acquired.

#### **5.18 AUTHORISED OFFICER TO SPECIFY REGULAR DOMESTIC WASTE SERVICE TO BE PROVIDED**

The Authorised Officer shall determine in writing to the Contractor:

- (a) the frequency and particulars of the regular domestic waste services to be provided by the Contractor.
- (b) the number and particulars of Extra Bins; and
- (c) the number and particulars of Litter Bins.

The Contractor shall be paid for each Regular Domestic waste Service or other work unless such services or work is not authorised in writing by the Authorised Officer.

#### **5.19 CONTRACTOR TO ADVISE THE PUBLIC OF COLLECTION DAYS**

The Contractor shall, after consultation with the Authorised Officer, at his own cost and expense advise the public by public advertisement within the area of any intended change in the day or days upon which he shall visit the various premises in the area for the purposes of providing the regular domestic waste service. This requirement of public notice by the Contractor shall include the notification of amendments to usual collection days brought about by the event of Christmas Day and Good Friday or for any other reason approved in writing by the Authorising Officer.

#### **5.20 TIME FOR REMOVAL MAY BE DEFINED**

Notwithstanding anything herein the Council shall have the full power, from time to time, to define the day or days on which any premises in the all streets, lanes, alleyways, courts and rights-of-way, in any part of the area shall be visited and, if the Contractor fails or neglects to provide a regular domestic waste service in respect of any premises upon the day or days appointed by the Council, the Contractor shall be in breach thereof.

#### **5.21 STATUTORY DECLARATION**

Before payment by the Council of any money to the Contractor, the SUPERINTENDENT may require from the Contractor a statutory declaration that the workmen and others employed by him under this Contract have been paid their wages and claim of every kind in full and to the latest date at which such wages or claims are due, and payment of any sum or sums of money otherwise due for payment to the Contractor may be withheld by the Council until such declaration has been made and delivered to the Clerk.

In case the Contractor shall be unable to furnish such statutory declaration as aforesaid or fails or neglects so to do the SUPERINTENDENT, by notice in writing to the Contractor, may require such wages or payments be made by the Contractor in the presence of a person appointed by the SUPERINTENDENT at a time and place as named in such notice.

If the contractor shall fail or neglect to make payment of any sum or sums of money owing by him to his workmen or others employed by him under this Contract at the time and place specified in such notice, then in every such case, the Contractor shall have committed a breach of the Contract and the Council may, without any notice to the Contractor and immediately thereupon, determine the Contract. In addition to, or instead of, determining

the Contract, the Council may (in its discretion) pay such wages or other payments and deduct the amounts so paid from any moneys held by the Council as security hereunder, any moneys due or accruing to the Contractor hereunder.

## **5.22 INDEMNITY**

5.22.1 The Contractor shall, at all times, hold harmless and keep indemnified the Council and all its members, officers, employees and agents from and against all actions, suits, proceedings, claims, demands, losses, costs, charges and expenses which may be taken against, made on or suffered by it or any of them directly or indirectly on account of or in respect of or arising out of any act, matter or thing done or omitted to be done by the Contractor or his agents or employees or any of them in connection with the performance or non-performance of this Contract or in the observance, fulfilment, non-observance or non-fulfilment of any condition thereof or in any way relating thereto and against all actions, proceedings, suits, claims, demands, losses, costs, charges or expenses which may be taken against, made on or suffered by it or any of them directly or indirectly on account of or in respect of or arising out of any use made of or any operation, activity or proceeding to act or thing done or carried out or omitted to be done or to be carried out on any depot, incinerator, burial plot, refuse tip, parking or housing shed or any other property, whether of the same kind as those before enumerated or not, in any manner whatsoever or for any purpose whatsoever by the Contractor or his agents, licensees, invitees or employees or trespassers of any of them.

### **5.22.2 Insurances**

The Contractor shall, at his own cost and expense, insure and keep insured both himself and the Council against any liability to each and every one of the workmen and others employed by him in carrying out this Contract, or his or their dependants or legal representatives, arising out of or under, or by virtue of the Workmen's Compensation Act, or any amendment or amendment thereto in force for the time being or at common law in an unlimited amount or from any other source whatsoever and shall indemnify and keep indemnified and save harmless the Council in respect of such risks and liabilities and will, upon application being made to him by the Superintendent, deliver to the Superintendent the policy or policies of insurance and every renewal certificate issued to him in respect of such insurance or a certified copy thereof. The Superintendent shall, after inspection thereof, return any such policy or policies to the Contractor except certified copies thereof which may be retained by the Council.

### **5.22.3 Insurance Public Risk**

Until the completion of this Contract, the Contractor shall indemnify and keep indemnified and save harmless the Council against all liability in respect of all damage harm or injury to any person or to any property of the Council or of others occasioned by the negligence of the Contractor or sub-contractors and/or their employees and an insurance policy to cover these risks shall be taken out by the Contractor for an amount of Thirty Million Dollars (\$30,000,000.00) and the Contractor shall lodge with the Council the policy and receipts for the premium for such insurance and every renewal certificate in respect of the policy of insurance.

5.22.4 The Contractor shall immediately remedy or make good all breakages of or damages to buildings, structures, streets, vehicles refuse bins or property of any description caused by or as a result of the neglect, default or misconduct of the Contractor or his employees whilst engaged in the performance of this Contract or

reasonably incidental thereto. In default of the Contractor so doing, the Authorised Officer may direct the Contractor to do such things as the Authorised Officer considers necessary to remedy or make good the breakage or damage and, if so directed, the Contractor shall comply therewith.

5.22.5 The Contractor shall fully indemnify the Council against any action, claim or demand, costs or expenses arising from or incurred by reason of any infringement or alleged infringement of letters patent, registered design, trade mark or name, copyright or other protected right in respect of any design, machine, equipment, material or thing, system or method of using, fixing or arranging supplied, used, manufactured or devised by the Contractor in, or relating to or incidental to the performance or fulfilment of his tender and this Contract.

### **5.23 COUNCIL MAY EFFECT INSURANCE**

In default by the Contractor under Clause 23 the Council may effect any such insurances and pay the premiums and the amount of each premium shall be immediately payable to the Council which may deduct the same from any money due by the Council on any account to the Contractor, or from the Security Deposit in accordance with this Contract.

### **5.24 ORDERS OF COUNCIL AND AUTHORISED OFFICER TO BE OBEYED**

The Contractor shall, from time to time in the performance of the work and service under this Contract, conform to and obey in all respects the requirements and directions of the Council and/or the directions of the Authorised Officer.

### **5.25 ARRANGEMENTS OF WORK**

This work under this Contract shall be so divided and arranged that the Contractor's men and plant shall be employed to the Council's approval and satisfaction during any day or all days of the week.

### **5.26 RIGHT TO ENTRY TO CONTRACTOR'S PREMISES**

The Authorised Officer shall, at all times, have free access to the buildings and premises occupied by the Contractor whether situated within or without the area, and shall be at liberty to inspect all or any part of the depot, plant and all appliances appurtenant thereto used by the Contractor in connection with this Contract.

### **5.27 BEHAVIOUR OF CONTRACTOR AND WORKMEN**

The Contractor and his workmen shall, at all material times, conduct themselves towards all residents in a civil and obliging manner, shall perform the work as specified with as little noise or disturbance as possible, and shall reinstate and leave the premises clean and safe and in, as nearly as possible, the same condition in which such premises were found by the Contractor or by any workmen employed by him under this Contract.

### **5.28 DISMISSAL OF WORKMEN**

The Contractor shall dismiss from his employment any employee whom the Council may order to be dismissed on account of misconduct, or any employee against whom it has been proved to the satisfaction of the Council, or Authorised Officer, that such employee made application or demand for intoxicating liquor, or reward of any kind from any householder, or any person, for the performance of any work herein specified. Any such

employee so dismissed shall not be re-employed by the Contractor in connection with the work of this Contract without the written consent of the Council.

#### **5.29 CONTRACTOR TO CALL AT COUNCIL OFFICE**

The Contractor or his duly appointed representative shall call at the Council's office, at such times as may be fixed by the Authorised Officer, to receive and answer any complaints or enquiries made to the Council in respect of this Contract, and to receive instructions relative to the work under this Contract. In instances where a complaint or enquiry is received that requires urgent attention, the Contractor must take steps to resolve the complaint or answer the enquiry as soon as is practicable and must report to the SUPERINTENDENT or Authorised Officer the steps taken and the outcome. An urgent complaint or enquiry may include, but is not limited to, one which:

- (a) may impact on safety of any person(s) or property;
- (b) may amount to a traffic hazard;
- (c) may affect public health; or
- (d) may involve repeated poor service levels at specific premises.

#### **5.30 INSTRUCTIONS TO BE REGISTERED**

All instructions and notices shall be registered and provided to the Council as required. All such notices and instructions shall receive the immediate attention of the Contractor, within contracted parameters, and, if required by the Authorised Officer, the Contractor shall furnish written replies without unnecessary delays.

#### **5.31 BREAKAGES OR DAMAGES TO BE REMEDIED**

Subject to the provisions of Clause 5.40.2.2, the Contractor shall immediately remedy all breakages or other damages done by his men or by himself, whether to bins, pavements, gates, fences or otherwise.

#### **5.32 NEGLECT TO REPAIR DAMAGES**

If the Contractor neglects for twenty-four (24) hours to repair or remedy any breakages or damage as aforesaid, the Superintendent may cause to be repaired, or remedied any such breakages or damages, and may deduct the cost incurred in so doing from the next or any subsequent payment to be made to the Contractor.

#### **5.33 AUTHORITY REQUIRED BEFORE LEAVING AREA**

If, at any time, the Contractor shall be absent from the area he shall appoint a representative who shall first be approved by the SUPERINTENDENT to attend to and perform all of the obligations and duties of the Contractor under this Contract during the Contractor's absence.

#### **5.34 TELEPHONE TO BE INSTALLED AT RESIDENCE**

The Contractor shall have a telephone installed or a mobile phone in his home or place of residence connected with the general telephone system at his own expense. If the Contractor does not reside in the area, then his duly appointed representative pursuant to Condition 5.33 above, shall have a telephone or a mobile phone in his house or place of residence connected with the general telephone system at the Contractor's expense. Before commencing work under this Contract, the Contractor shall advise the Authorised Officer of the address and telephone number or mobile number where, for the purpose of this condition, he or his duly appointed representative or some responsible adult person

acting on his behalf, shall be available by telephone at all times at the address and telephone number or mobile as advised and shall permit the number to be publicised as an afterhours contact and to be included in the Council's listing in the telephone directory.

#### **5.35 OFFICE TO BE MAINTAINED WITHIN AREA**

The Contractor will, at all times, maintain an office with listed telephone connected within the area. The Superintendent may approve in writing that this office of the Contractor be located outside the area.

#### **5.36 CONTRACTOR TO HAVE SUFFICIENT EMPLOYEES**

The Contractor must, at all times, employ a sufficient number of able-bodied employees to satisfactorily provide the services under this Contract.

#### **5.37 PAYMENT OF AWARD WAGES BY CONTRACTOR**

The Contractor shall pay to all persons employed by him in rendering the services under this Contract at least the rate or rates of wages from time to time affixed by any appropriate Award or Industrial Agreement and shall observe all the conditions fixed and determined therein.

#### **5.38 ALTERATION TO BOUNDARIES OF THE AREA**

An alteration in the boundaries of the area will not annul this Contract, but the number of services to be carried out by the Contractor may be increased or decreased in accordance with any variation in the number of premises caused by such alteration.

#### **5.39 SERVICE OF NOTICES ON CONTRACTOR**

All Notices may be served on the Contractor by delivering the same or posting the same by prepaid post to his address shown in the Form of Tender as the address for service of notices and proceedings or such other address as is notified in writing by the Contractor from time to time.

#### **5.40 COUNCIL TO NOMINATE NUMBER OF BINS TO BE PROVIDED**

At the commencement of this Contract, the Contractor shall provide, at his expense to each and every premises within the area, such number of new bins for the temporary storage therein of refuse as the Council may in its absolute discretion nominate. The bins shall be 240 litre green Nylex Wheelie Bins or equivalent.

5.40.1 The number of bins to be provided is 3,650.

PROVIDED HOWEVER that this number is an approximation only and is for information only and the Council will accept no responsibility for the accuracy thereof.

5.40.2 The Contractor shall:

5.40.2.1 Ensure that he has sufficient bins in stock to fulfil the conditions of this Contract.

5.40.2.2 Repair or replace any bin which has been damaged, missing, lost or is, in the opinion of the Authorised Officer, unsuitable for the storage



of domestic waste, within a maximum period of 24 hours after the bin has been emptied as per the weekly schedule in the case of a damaged bin, and within a maximum period of 24 hours of notification in the case of a missing or lost bin.

5.40.2.3 Maintain at all times during the currency of this Contract a sufficient reserve supply of bins.

5.40.3 At the expiration of this Contract, or sooner determination thereof, all the bins then in use at premises within the area as well as the reserve supply referred to in sub-clause 5.40.2.3 above shall remain the property of the Contractor.

#### **5.41 VEHICLES TO BE PROPERLY CONSTRUCTED**

All vehicles used for the conveyance of domestic waste shall be of the compaction type well and properly constructed and shall be covered in and be watertight, so as to prevent any smell or liquid escaping from such vehicles and yellow flashing lights to be fitted front and rear of vehicles, all to the satisfaction of the Authorised Officer.

#### **5.42 NAME AND ADDRESS TO BE PAINTED ON VEHICLES**

The Contractor shall paint or cause to be painted on each and every vehicle his name and business address and the consecutive number of each such vehicle. Such painting shall be in legible letters or numbers upon a contrasting background and be to the satisfaction of the Authorised Officer. All compactor type vehicles that are dedicated to carry out the regular domestic waste service, shall be painted with the Council's logo and slogan and shall form part of the Contracts requirement and to the satisfaction of the Authorised Officer.

#### **5.43 VEHICLES NOT TO STAND IN STREETS**

The Contractor shall not allow any of the vehicles used or employed by him under this Contract for the clearance of domestic waste to stand on any street, roadway or public place other than while being actually loaded with domestic waste in the ordinary course of the work under this Contract, and then only adjacent to or in the vicinity of the premises from which domestic waste is being removed.

#### **5.44 VEHICLES TO BE DRIVEN DIRECT TO THE FACILITY**

The Contractor shall cause all vehicles, as soon as they are fully loaded, to be driven direct to the domestic waste facility by the shortest possible route, or as the Authorised Officer may direct and at the facility to dispose of the domestic waste. Under no circumstances shall the Contractor store overnight in any vehicle or on any land or in any building occupied by him any refuse collected by him unless in emergency circumstances and the approval of the Authorised Officer has been first obtained.

#### **5.45 VEHICLES TO BE CLEANED**

Each and every vehicle should be thoroughly cleaned, washed and disinfected inside and outside at the end of each day's operations and shall, at all times, be kept in a condition inoffensive to sight and smell.

#### **5.46 USE OF CONTRACT VEHICLES IN AN DECLARED EMERGENCY**

The Contractor shall, if requested so to do by notice in writing under the hand of the Superintendent, place his vehicles, plant and equipment facilities and employees at the disposal of the Council in the event of any declared emergency, the nature of which the Superintendent shall be the sole judge, upon terms and conditions at the sole discretion of the SUPERINTENDENT, to be returned to the control of the Contractor at the end of any such emergency.

#### **5.47 UNAUTHORISED PERSONS NOT TO TRAVEL ON VEHICLES**

No person other than the Contractor or his employees or any person authorised in writing by the Superintendent may be allowed to travel or be at any time upon any of the vehicles while the same are engaged on the work under this Contract.

#### **5.48 HOURS OF REMOVAL OF DOMESTIC WASTE**

The Contractor shall remove the domestic waste from premises within the area at such times between the hours of 5.30 a.m. and 6.00 p.m. on Monday to Saturdays inclusive as may be approved in writing by the Authorised Officer. The contractor shall not provide any domestic waste services on Sundays, Good Friday or on Christmas Day.

#### **5.49 BINS - WHETHER APPROVED TYPE 240 LITRE IN SATISFACTORY CONDITION**

The Contractor may complain to the Authorised Officer that any receptacle holding domestic waste from premises is not a bin within the meaning of this Contract and that such receptacle has not been supplied by the Contractor or is not in a satisfactory condition, whereupon the Authorised Officer shall determine the matter and his decision therein shall be final and conclusive.

#### **5.50 DEPOSITING AT OTHER PLACES FORBIDDEN**

5.50.1 The Contractor shall not empty, spill, deposit, or tip any domestic waste at any other place than the domestic waste facility and shall tip such domestic waste in such places at the facility as directed by the Authorised Officer. The Contractor shall have free access to such domestic waste facility within the operating hours thereof.

5.50.2 In the event that the spillage of domestic waste onto a public place or upon adjacent private property shall occur during the domestic waste collection, the Contractor shall forthwith pick up and clear away such spillage.

#### **5.51 THERE MAY BE MORE THAN ONE DOMESTIC WASTE FACILITY**

The number of domestic waste facilities is not stated and is not limited and there may be more than one domestic waste facility during the term of the Contract provided that no more than two separate domestic waste facilities shall be in use concurrently.

#### **5.52 DOMESTIC WASTE FACILITY MAY BE LOCATED OUTSIDE THE AREA**

Should the domestic waste facility be relocated during the term of the Contract to a place more than 16 kilometres from the Post Office, any extra charge shall be a matter of negotiation between the Contractor and the Council and the Tenderer shall set out his basis for such negotiations in his Tender.

### **5.53 COUNCIL TO HAVE ABSOLUTE AUTHORITY IN WHICH PREMISES SHALL BE VISITED**

The Council shall decide which premises within the area shall be serviced by the Contractor and, for the purpose of the Contract, the contractor shall visit and service only those premises which he is instructed by the Authorised Officer to so visit. The Contractor undertakes, upon notification by the Authorised Officer, to forthwith arrange for new premises to be properly provided with bins and for the Authorised Officer to be notified of the commencement of services to such new premises. The Contractor shall also arrange for the recording or return of bins when premises are vacated or new occupiers become responsible for them.

### **5.54 LOCATION OF BINS**

5.54.1 The collection point for all bins shall be upon the main street frontage of the relevant premises and ordinarily from a position adjacent to the kerb of the street and where there is no kerb within one (1) metre of road pavement edge.

5.54.2 The Contractor shall, unless the Authorised Officer approves otherwise in writing, place all bins when emptied in a position adjacent to the kerb of the street in front of the house to which the bin belongs.

5.54.3 For Recreation Reserve, Parks, Gardens, open areas and Sporting facilities, the bins shall be located at a fixed permanent point by a council approved anchor apparatus which shall be supplied by the Contractor. Council shall determine the number of bins required including anchoring apparatuses and their locations.

### **5.55 PROVISION OF NEW VEHICLES**

It is a requirement of this contract that the contractor is to commence the contract with brand new vehicles. All vehicles are to be fitted with a real time GPS monitoring system and the contractor shall provide access to this system for Katherine Town Council.

### **5.56 VEHICLE WASTE COLLECTION MONITORING AND GPS REQUIREMENT**

All Collection Vehicles are to be fitted with monitoring equipment capable of recording with a date, time and location stamp, the collection of waste, the weight of the waste, and a pictorial record of the waste itself.

### **5.57 FEEDBACK TO RESIDENTS**

The contractor is to provide feedback to resident via a “sticker” explaining if there was an issue with their bin:

An orange ‘Note from KTC’ sticker tells the resident there was an issue with the bin which made it difficult to empty. After emptying the bin, the collection truck driver will sticker the bin and identify what the problem was. Residents must address the issue otherwise the bin may not be able to be collected in the future.

A red ‘Non-collection Notice’ sticker means the collection truck driver was not able to empty the bin. The resident will need to address the issue identified on the sticker before the bin can be emptied, and advise Katherine Town Council accordingly.

## **5.58 PROVISION OF CALL CENTRE SERVICES**

The Contractor is required to provide the manned call centre service between the hours of 8.00am and 5.00pm each workday in order to take and respond to any and all calls from residents concerning the services of kerbside collection. This shall include, but not be limited to, reporting of bins not emptied and requests to replace or repair bins. The contractor is required to provide the phone number for this service and widely publish it in the Katherine Town Council Area.

## **5.59 BRANDING OF BINS**

All wheeled bins are to be branded with the Katherine Town Council logo.

## **5.60 PROVISION OF REPLACEMENT BINS**

The contractor shall provide 350 bins per annum at no cost to be utilised as replacement for damaged bins.

## **5.61 PROVISION OF NEW BINS AND OWNERSHIP**

As stated in Clause 1.01.2(a) the Contractor shall provide new 240ltr bins to all households and premises at the commencement of the contract. The Contractor will also be responsible for the collection of the old bins, their storage (for use as replacements in the future) or disposal, and the delivery of the new bins. The contractor will retain actual ownership of the bins at all times.

## **5.62 CLAUSES TO BE SEVERABLE**

Should any clause or any part of any clause in this Contract be illegal, unenforceable or ultra vires, then that clause or that part of that clause shall be severed from this Contract and the Contract shall be read as if that clause or that part of that clause had never been written as part of this Contract.

## SECTION 6 – SCOPE OF WORKS

### To be read in conjunction with:

- Katherine Town Council Procurement Policy
  - Specifications supplied and referenced
  - Attachments
  - Response Schedules
  - Conditions of Contract NPWC NT Edition – 1<sup>st</sup> November 2019
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### 6.01 SCOPE OF WORKS

Tenders are invited for the collection and disposal of domestic waste within and outside the Katherine Municipality (Area) with the option of providing a recycling service (including collection).

6.01.1 The collection and disposal of domestic waste within the area shall be carried out in a safe manner and under the provisions of the Local Government Act and the By-laws and this Contract shall be in addition to and not in derogation of the said Act and the By-laws.

6.01.2 The Contractor must also ensure compliance with all relevant legislation and Codes of Practice, including but not limited to the:

- *Environmental Assessment Act (NT) and Regulations.*
- *Dangerous Goods (Road and Rail Transport) Act (NT)*
- *Traffic Act (NT);*
- *Waste Management and Pollution Control Act (NT) and Regulations.*
- *Work Health Act (NT) and Regulations; and,*

all regulations, by-laws, awards, codes and/or guidelines pursuant to any of such Acts and any enactments in lieu of such Acts as may be repealed and all directions and requirements of any competent authorities.

### 6.02 SCHEDULES 1 – 7

**Schedule 1:** For a Regular Domestic waste Service comprised of Service one visit in any one week to each of the premises nominated by the Council and the Collection and Disposal of the contents of a maximum of one bin from each of the said premises on each visit (that is a maximum total of one bin per individual Regular Domestic waste Service per week)

**Purpose of regular domestic waste service**

***The purpose of the regular domestic waste service shall be to ensure that the contents of a specified number of bins from each of the premises nominated by the Council shall be collected and disposed of regularly.***

**What constitutes a regular domestic waste service**

***The Contractor shall visit once in every week each of the premises nominated by the Council and the maximum number of bins which each of the said***

***premises shall be allowed to place out for collection to constitute a regular domestic waste service shall be one (1) bin for each weekly visit by the Contractor.***

**Schedule 2: Extra Bins**

For the removal and disposal of the contents of each extra bin so nominated by the Council such work to be done concurrently with the Regular Domestic waste Service ***The Council shall state, in writing to the Contractor, the number and particulars of extra bins the contents of which should be collected and disposed of, and the Contractor shall not be paid for any work or services unless such work or services has been authorised in writing by the Authorised officer.***

**Schedule 3: Extra Clearance**

For the collection and disposal of the contents of Bins from each of the premises so nominated by the Council where such work is required at any time other than at the time of the Regular Domestic waste Service

***The Council shall state, in writing to the Contractor, the number and particulars of extra clearances to be provided each week and the Contractor shall not be paid for any work or services unless such work or services has been authorised in writing by the Authorised Officer***

**Schedule 4: Litter Bins**

For the removal and disposal of the contents of each public area litter bin so nominated by the Council the work to be carried out on the day or days specified by the Council. Driver is required to remove and replace the bin in it's receptacle. (See Attachment A)

***On the day or days prescribed from time to time by the Authorised Officer, and excluding Sundays, the Contractor shall collect and dispose of the contents of each Litter Bin nominated by the Council.***

***The Council shall state, in writing to the Contractor, the number and particulars of Litter Bins to be emptied each week and the Contractor shall not be paid for any work or services unless such work or services have been authorised in writing by the Authorised Officer.***

**Schedule 5: For collection services of domestic waste from community events in Katherine when instructed by the Council**

**Schedule 6: Additional Services**

For the removal and disposal of liquid waste, confidential documents, and Industrial Waste

### **6.03 LOCATIONS OF WORKS:**

Katherine Municipality with an option of providing service outside this Area.

### **6.04 PRICE VARIATION METHOD**

Contract rates shall be subject to variation as stipulated below.

Twenty per cent of the Contract Rates shall be firm and shall not be subject to variation for the period of the Contract.

The remaining eighty per cent of the Contract price shall be subject to variation in accordance with changes in the Consumer Price Index (CPI) of Darwin as published by the Australian Bureau of Statistics in its quarterly consumer Price Index Catalogue 6401.0 or its equivalent replacement.

On 1 July each year after commencement of the Contract, the Rates shall be varied in accordance with Annual Increase in the Consumer Price Index (CPI) of Darwin as at the preceding quarter published figure and the adjusted Contract.

The adjusted Contract Rates shall be determined on the following basis:

$$ACP = EXP \times 80\% \times PC + ECP$$

Where ECP = Existing Contract Rate (original or as adjusted)

PC = Percentage change per annum ABS Cat. 6401.0  
Consumer Price Index of Darwin

ACP = Adjusted Contract Rate

The Contractor shall apply for the variation eight weeks prior to 1 July each year after the commencement of the Contract.

### **6.05 RECYCLING**

Council may, from the date of commencement of contract, discuss future requirements and methods of kerbside recycling. The Tenderer is requested to provide a fee proposal for this service. Any fee proposal provided will have no basis on the decision of award of this tender.

### **6.06 RECYCLING OPTION**

Option for the provision of a kerbside recyclables collection service on a fortnightly cycle. The fee proposal for this service shall include the following:

6.06.1 - A schedule and itemised account of the service that will be provided.

6.06.2 - How and where the recyclables will be processed?

- 6.06.3 - The type and items of vehicles and machinery utilised for the pickup and transportation of the recyclables.
- 6.06.4 - For pricing purposes only, there is approximately 3,650 residential pickups, the area within the Municipality boundary pickup zone is as per plan, KTC1.
- 6.06.5 - The collection price shall include GST and all associated costs per unit bin pickup.
- 6.06.6 - This option does not form part of the formal contract, however, may be used as a gauge against item 6.05.