



REQUEST FOR TENDER

for

KATHERINE TOWN COUNCIL
ABN 47 836 889 865

regarding

TENDER 22-11

SUPPLY OF PEST CONTROL SERVICES

CLOSING

2PM, MONDAY 6TH JUNE 2022

TENDER BOX KATHERINE CIVIC CENTRE, STUART HIGHWAY, KATHERINE

TENDER 22-11

SUPPLY OF PEST CONTROL SERVICES

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ENQUIRIES:

Technical nature regarding the work required should be referred to:

- Project Manager – Infrastructure & Environment 08 8972 5500 or 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

Tendering documentation requests to:

- Works Administration Officer 08 8972 5500 or records@ktc.nt.gov.au

SECTION 1 – 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.

- 1.01** 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.

- 1.02** 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 1.03 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.

- 1.03** 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.

- 1.04** The Superintendent or any other persons authorised by him 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.

1.05 TENDER ENQUIRIES

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

1.06 DOCUMENTS TO BE LODGED WITH TENDER

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

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

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

1.07 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.

1.08 GOODS AND SERVICES TAX

Tenderers are referred to the clause 1.09 in the conditions of tender, 2.31 in the conditions of Contract and clause 3.01 in the Special Conditions of Contract which 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.

1.09 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 2000. 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.

1.10 TENDER EVALUATION – VALUE FOR MONEY ASSESSMENT

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

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

1.12 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.

1.13 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 | 15% |
| LOCAL DEVELOPMENT | 30% |
| VALUE ADDING | 5% |
| CAPACITY | 20% |
| PRICE | 30% |
| TOTAL | 100% |

1.14

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 2 – CONDITIONS OF CONTRACT

2.01 INSTRUCTION TO CONTRACTOR TO CARRY OUT THE WORK

The Contractor shall be instructed to carry out specific requirements by the following means:

A written *Instruction to Contractors* (ITC) for each individual project.

2.02 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 to exercise all of the powers, duties, discretion's and authorities vested in him under the Contract with the exception of those powers, duties, discretion's 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.

2.03 TYPE OF CONTRACT

The Contract shall be a *Lump Sum* 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.

2.04 SCHEDULE OF RATES

Attached to this specification is a **Schedule of Rates**, which shall be completed and lodged with the Tender. Prices shall be submitted for each item in the schedule. Tenders for 'part only' of the works will not be considered. Any Tender in which the schedule is not fully completed shall be regarded as informal and rejected. 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.

2.05 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 tenderers financial, technical and physical capacity and to investigate the tenderers awareness of the requirements of the Contract.

2.06 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 1.06 – Documents to be lodged with Tender, and 1.10 – 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.

2.07 CONDITIONS OF CONTRACT

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 (if required) 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 of 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.

2.08 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.

2.09 ACCESS TO WORKS AND MATERIAL

The Superintendent or any other persons authorised by him shall have free and uninterrupted access at all times to the works. 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.

2.10 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.

2.11 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.

2.12 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. Refer also to clause 2.21.

2.13 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.

2.14 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.

2.15 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 or fittings.

2.16 FIRE PRECAUTIONS

The Contractor shall be required to take all necessary precautions to ensure that no fire hazard is created through the carrying out of the work, whether through the storage of inflammable materials or burning of paint pots, rubbish etc. Under no circumstances shall fires be lit before permission is obtained from the officer in charge of the area.

2.17 FIRE PRECAUTIONS WHEN WELDING, FLAME HEATING OR CUTTING

Where it is necessary to use arc or flame cutting, flame heating or arc or gas welding, the Contractor shall comply with the current edition of the Standards Australia (S.A) Safety in Welding and Allied Processes (A.S.1674.1 - Fire precaution & A.S 1674.2 - Electrical) and shall ensure that his Sub-Contractors comply.

2.18 LIGHT AND POWER

Where a suitable electric light and power supply is available, the Contractor shall be permitted to use this supply, subject to any restrictions imposed by the occupier or lessee of the site.

Where no suitable supply is available, the Contractor shall arrange for the supply of all electric light power required and pay all charges incurred.

2.19 WATER

The Contractor shall arrange for the supply of all water required for executing the works and pay all charges and costs incurred.

2.20 SANITARY ACCOMMODATION

The Contractor shall be permitted to use any existing sanitary accommodation, provided that the facilities are properly used and that he complies with the requirements of the appropriate authority. However, if no existing sanitary accommodation is available, the Contractor shall provide adequate approved temporary latrines for the use of workmen employed on the site, keep them clean, tidy and disinfected until completion of the work, and then remove all traces of latrines and disinfect the ground.

2.21 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.

2.22 SITE CONTROL

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.

2.23 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.

2.24 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.

2.25 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.

2.26 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.

2.27 WORKING PERIODS ON COUNCIL CONTRACTS

Contractors are reminded that the normal working period on Council Contracts is a five (5) day week from Monday to Friday inclusive, from 7.30 am to 4.30 pm and excluding gazetted public holidays, totalling forty (40) hours per week. Should a Contractor wish to carry out any work outside these hours, he must obtain written approval from the Superintendent before commencing. Any work executed during overtime hours for which approval has not been received may result in the rejection of the work and the Contractor will be required to remove and re execute the work at his own expense.

2.28 VALIDITY PERIOD

Tenders shall remain valid for a period of thirty (30) days from the date of closing of the Tenders.

2.29 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.

2.30 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.

2.31 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.

2.32 PROGRESS PAYMENTS

Unless otherwise provided and subject to the Conditions, the Contractor shall be entitled to receive 90% of the value of the work done at intervals of not less than one month as determined by the Superintendent, and the Council shall retain the remaining 10%. Payment of money due under the Contract shall be made by the Council within thirty (30) days of receipt of the Contractor's claim, or where no claim is received, within fourteen (14) days of the Superintendent determining the value of work done. Upon certification by the Superintendent that the works have been satisfactorily completed in accordance with the Contract, the Defects Liability Period (if any) shall commence. During the Defects Liability Period, the retention monies (if applicable) held by the Council shall be 5% of the final contract sum. The monies retained shall be held until the Superintendent shall have certified that the works have been fully completed and the Contractor's obligations as to the Defects Liability Period have been fulfilled.

2.33 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 3 – AMENDMENTS TO GENERAL CONDITIONS OF CONTRACT –
SPECIAL CONDITIONS OF CONTRACT**

3.01 GOODS AND SERVICES TAX

DEFINITIONS as per Section 3.25 of the General Conditions of Contract – Special Conditions of Contract

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

- ‘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;
- ‘GST Rate’** means the percentage amount of GST payable determined under section 9-70 of the Act as amended from time to time;
- ‘Input Tax Credit’** has the meaning it bears in the Act;
- ‘Recipient’ Entity’ and ‘Supplies’** have the meaning they bear in the Act, and, in addition for the purposes of this Contract shall also be read as follows:
“**Entity**” shall also mean Contractor;
“**Recipient**” shall also mean Principal;
“**Supplies**” shall also mean the Works.
- ‘Adjustment’** means each form of adjustment to consideration provided for in this clause.

The parties acknowledge that the consideration under this Contract is inclusive of GST, where GST is calculated using the GST rate at the time of forming this Contract.

The Contractor shall provide the Recipient with a Tax Invoice and/or adjustment notes in relation to the supply prior to an amount being paid by the Recipient under this Contract, and shall do all things reasonably necessary to assist the Recipient to enable it to claim and obtain any Input Tax Credit available to it in respect of a Supply.

Where the GST rate is changed after the date of formation of this Contract the consideration under this Contract will be increased or decreased so that the consideration remains inclusive of GST, with GST calculated using the new GST Rate from the date of the change of the GST Rate that applies at the date of formation of this Contract.

3.02 GST INCLUSIVE PRICING

All costs outlined in the contract are GST Inclusive.

Note: The **Schedule of Rates** document requires GST exclusive figures be used for compilation purposes – the total figure will automatically calculate the GST amount for the entire works and automatically add this value to the final Submission figure – if lodged electronically. Manual calculation of the GST component must occur should hard copy documentation be lodged with Council.

3.03 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.

3.04 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.

SECTION 4 – AMENDMENTS TO GENERAL CONDITIONS OF CONTRACT

4.01 GENERALLY

Set out herein under are alterations, omissions, additions and amendments to the General Conditions of the Contract known as *General Conditions of Contract N.P. W. C., Edition 3(1981)*.

4.02 LODGMENT OF SECURITY: COMMENCEMENT OF WORK

In addition to Clause 5 of the General Conditions of Contract, insert:

"5.11 LODGMENT OF SECURITY COMMENCEMENT OF WORK.

Notwithstanding that possession of sufficient area of the site has been given to the Contractor, then unless otherwise approved by the Superintendent, the Contractor shall not be permitted to commence work on site until he has:

- a) Provided security as required by Clause 5.4 of the General Conditions of Contract.*
- b) Shown evidence of insurance in accordance with Clause 22 of the General Conditions of contract."*

4.03 ASSIGNMENT AND SUB-CONTRACTORS

In addition to Clause 9 of the General Conditions of Contract, insert after Sub-Clauses 9.2 (a) and (b):

- "c) And that any Sub-contract is in writing and approved by the Superintendent, and contains 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."*

4.04 INSURANCE

In addition to the requirements of the following clauses of the General Conditions of Contract:

- Clause 20 – Accident or Injury to Employees,
- Clause 21 – Insurance of Employees and
- Clause 22 – Inspection and Provisions of Insurance Policies, the following provisions shall apply:

WORKERS' COMPENSATION

For the duration of the Contract, the Contractor shall maintain appropriate Worker's Compensation Insurance cover. This cover shall extend to all employees engaged on the performance of the Contract and shall comply with the Work Health Act of the Northern Territory. The Contractor shall also ensure that all Sub-Contractors are either insured or have a current Certificate of Exemption. The following information must be provided with all Tender offers and as requested during the currency of the Contract:

- i) FOR CONTRACTORS EMPLOYING OTHERS:

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

4.05 SUPERINTENDENT'S REPRESENTATIVES

Delete Clause 24 of the *General Conditions of Contract* and replace it with the following Clause:

24 SUPERINTENDENT'S REPRESENTATIVES

The Superintendent may from time to time in writing appoint persons named by him as Superintendent's Representatives to exercise such of the powers, duties, discretions and authorities vested in him as he may think fit and shall give notice to the Contractor of the name and address of each person so appointed, and the extent of the powers, duties, discretions and authorities exercisable by that person.

The Superintendent shall not at any time appoint more than one person to exercise a particular power, duty, discretion or authority vested in him. A Superintendent's Representative may, from time to time in writing, appoint one or more persons to exercise a particular power, duty, discretion or authority, exercisable by him. A Superintendent's Representative shall give notice to the Contractor in writing of the name of any person so appointed and particulars of the power, duty, discretion or authority to be exercised by such person.

Upon receipt of any notice given to the Contractor by the Superintendent or the Superintendent's Representative pursuant to this clause, the Contractor shall recognize and accept each person so appointed as lawfully entitled to exercise for the purposes of the Contract the powers, duties, discretions and authorities referred to in the notice.

An appointment under this Clause shall not prevent the exercise of a power, duty, discretion or authority by the Superintendent and the Superintendent may at any time revoke any such appointment by notice to the Contractor.

Where the word 'Superintendent' is used in these General Conditions of Contract or elsewhere in the Contract, it shall so far as concerns the powers, duties, discretions and authorities exercisable by the Superintendent's Representative by virtue of his appointment under this Clause, be deemed to include a Superintendent's Representative.

4.06 CONTRACTOR'S REPRESENTATIVE

Add to Clause 25 of the *General Conditions of Contract* the following provision:

The Contractor's Representative shall have sufficient command of the English language and of Australian construction and technical terminology to be able to read, converse and receive instructions in English.

4.07 SETTLEMENT OF DISPUTES: WAIVER OF CONDITIONS

For the purposes of Clauses 45 and 47 of the *General Conditions of Contract*, the Principal shall be the person who is for the time being occupying or carrying out the duties of the Chief Executive Officer, Katherine Town Council

SECTION 5 – ANNEXURE TO GENERAL CONDITIONS OF CONTRACT

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 and 45) | 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 7.2) | THE CHIEF EXECUTIVE OFFICER PO BOX 1071 KATHERINE NT 0851 |
| The address of the Superintendent for service of documents is: (Clause 7.2) | THE CHIEF EXECUTIVE OFFICER PO BOX 1071 KATHERINE NT 0851 |
| The value of materials to be provided by the Principal is: (Clause 17) | N/A |
| The assessment for insurance purposes of the costs of demolition and removal of debris is: (Clause 17) | N/A |
| The amount of Public Liability Insurance shall not be less than: (Clause 19) | \$10,000,000.00 |
| The amount of Common Law Liability Insurance shall not be less than: (Clause 21) | UNLIMITED |

| | |
|---|-------------------------------|
| The time for giving possession of the site is: (Clause 27.1) | N/A |
| The time for Principal Completion of the works shall be: (Clause 35.2) | 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 35.2) | AS DIRECTED BY SUPERINTENDENT |
| Liquidated Damages (Clause 37.1) <ul style="list-style-type: none"> • for the Works shall be: • for each separable part of the Works shall be: | N/A |
| The Defects Liability Period for the Works shall be: (Clause 37.1) | N/A |
| The amount of retention money is: | N/A |

SECTION 6 – SCOPE OF WORKS

To be read in conjunction with:

- Katherine Town Council Procurement Policy
 - Specifications supplied and referenced
 - Attachments
 - Response Schedules
-

6.01 DESCRIPTION OF WORKS

Tenders are invited for the supply of Pest Control Services to Katherine Town Council. These works shall be carried out within the guidelines and specifications supplied, including the following works.

6.02 SCOPE OF WORKS

- Miscellaneous health pest, webbing spider and ant control treatments
 - All Council buildings and facilities every 6 months (May and November)
 - Perimeter areas to be treated for ant colonies
- Termites
 - Reticulation under Visitor Information Centre building requires 6 monthly maintenance and, replenishment of Termguard termite reticulation system every 4 years. (It was last replaced on 29.03.2022 and replenishment due on 29.03.2026)
 - Cemetery rotunda
 - Tree inspections and treatments as required
 - Civic Centre: 2 yearly treatments, walls, undercroft, skirting and up corners
- Ants control treatments every 6 months – once in May and again in November
 - Electrical service pillars, switchboards, light poles, generators, bores, irrigation controllers and air conditioning units within Council properties
- Quarterly tick and flea control treatment
 - Lockheed Dog Park and Council Pound
- Ad hoc rodent control
 - Baiting and removal in various locations as required
- Ad hoc marsupial control
 - Trapping and relocation from various sites as required

6.03 RESPONSIBILITIES

The contractor shall be responsible for:

- a. securing the area at all times.
- b. the supply of all labour and equipment required including any temporary fencing and safety signage
- c. the removal of all rubbish from the premises

The contractor is responsible for the construction and maintenance of a safety zone

around the work site (construction site) during the construction period and all works shall be carried out within the relevant OH&S and NT Worksafe Guidelines.

6.04 LOCATION OF WORKS

Katherine Town Council properties, buildings and facilities, including:

- Civic Centre – 24 Stuart Highway, Katherine
- Visitor Information Centre – 23 Chambers Drive, Katherine
- Council Depot and Pound – 38 Chardon Street, Katherine
- Sportsground Facilities – 24 Chambers Drive, Katherine
- Showgrounds Facilities – 11 Murray Street, Katherine
- Katherine East Community Centre – 35 Needham Terrace
- Aquatic Centre – 24 Chambers Drive, Katherine
- Lockheed Road Dog Park – 55 Lockheed Road, Katherine
- Lindsay Street Complex and Open Area – 23 Chambers Drive, Katherine
- Parks and Open Areas:
 - Casuarina Park – 39 Casuarina Street
 - Dakota Park – 21 Dakota Street
 - De Julia Park – 15 Needham Terrace
 - Fordham Park – 4 Grevillea Road
 - Forscutt Park – 11 Grevillea Road
 - Fuller Park – 12 Fuller Crescent
 - Giles Street Picnic Areas – 128 Giles Street
 - Glencoe Parks – 18 and 19 Glencoe Court
 - Grevillea Park – 40 Maluka Road
 - Jukes Park – 8 Donegan Crescent
 - Katherine Community Gardens – 170 Giles Street
 - Katherine River Reserve – 152 Giles Street
 - Katherine River Reserve - 16 Stuart Highway
 - Katherine River Reserve – 59 Gorge Road
 - Maluka Park – 52 Maluka Road
 - Open Area & Acacia Park – 22 Maluka Road
 - Open Area – 58 Giles Street
 - Open Area – 63 Riverbank Drive
 - Open Area Cenotaph and Train – 32 Railway Terrace
 - O'Shea Park – 39 O'Shea Terrace
 - Prior Park – 31 Giles Street
 - Public Open Space – 11 Shepherd Street
 - Public Open Space – 15 Inskip Crescent

- Public Open Space – 37 Bradshaw Crescent
- Public Open Space – 8 Victoria Highway
- Public Open Space – 86 Casuarina Street
- Richard Millner Park – 124 Casuarina Street
- Ronan Park – 14A Ronan Court
- Roney Park – 12A Davis Court
- Ryan Park – 66 Katherine Terrace
- Styles Park – 15 Dowling Street
- Styles Park – 16 Walter Young Street
- Top Park Hot Springs – 78 Victoria Highway
- Town Square – 20 Katherine Terrace
- Wallace Park – 9A Wallace Court
-
- Cemetery – 154 Giles Street, Katherine
- Waste Management Facility – 40 Novis Quarry Road, Katherine
- Library – Level 1, Randazzo Centre, Katherine Terrace, Katherine
- CEO House – 78 Victoria Highway
- Public toilets:
 - Ryan Park Toilet
 - CBD Toilet
 - Visitor Information Centre “Exeloo”
 - Giles Street “Exeloo”

6.05 PERIOD OF CONTRACT

The contract shall be for a period of twelve (12) months, commencing 1st July 2022

The Council has the right to extend the contract for a further two (2) x twelve (12) month periods at rates based on the Darwin CPI increase to be mutually agreed between the Contractor and the Superintendent.

The Tenderer shall advise the Council eight (8) weeks before the contract expires if he desires the contract period to be extended.

6.06 CONDITIONS

- The Council is subject to GST, and is subject to Stamp Duty **(the tendered price is to include GST)**
- The lowest or any quotation will not necessarily be accepted.
- The Contractor shall be given 48 hours’ notice to rectify defects or missed works if not rectified within the 48 hours Council shall have the works corrected and the cost deducted from the Contractor retention moneys.

- Notification of additional or altered arrangements shall be forwarded to the contractor by means of a written Instruction to Contractor (ITC) as soon as practicable for implementation.
- Any further enquiries may be directed to the Works Manager on (08) 8972 5500.