



# **Request for Tender**

## **Part C – Conditions of Contract**

# **Supply of Airconditioning Services – All Facilities**

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|------------------------|---|
| Closing Time and Date: | 7/07/2025 12:00 PM                        |
| Method of Lodgement:   | Electronic Tender Response via Tenderlink |

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## 1. CONDITIONS OF CONTRACT

If your tender is accepted, the following conditions will apply for the duration of the Contract:

1. You must provide the goods, works, or services in accordance with the requirements of this Request for Tender (RFT).
2. The Contract commences on the date to be agreed at the acceptance of the Tender Award and is in force during the period specified in this RFT.
3. The quantity specified in the RFT is an estimate only. We are not bound to take the quantities stated and reserve the right to order greater or lesser of the quantities according to our requirements.
4. If in our opinion we have specific requirements that are outside the scope and intent of the Contract, we are free to obtain the requirements or any part of them by other means.
5. Unless stated otherwise prices are fixed and firm and exclude GST. You must submit tax invoices for the goods, works, or services provided. A CPI increase will be accepted for each 12-month period, based on the rate applicable for Darwin, NT.
6. The Contract is governed by the laws of the Northern Territory of Australia.
7. You must comply with requirements of all Acts of the Commonwealth of Australia, Acts of the Northern Territory and all subsidiary legislation.
8. The Contract formed between the parties for goods, works, or services constitutes the entire agreement between the parties, and supersedes any previous agreements or understandings.
9. You must maintain for the duration of the Contract appropriate insurance cover according to the requirements of this RFT.
10. The Contractor shall not issue or be involved with the release of, any information, publication, statement, interview, advertisement (other than the legitimate advertising e.g. for subcontractors), award nomination, document or article for publication concerning the Contract, the goods, works, or services in any media without prior written approval from Council.
11. Except where there is a dispute, we will pay invoices under five hundred thousand (\$500,000) excluding GST within 20 days of receipt of a correctly rendered tax invoice and pay invoices five hundred thousand (\$500,000) excluding GST and over within 30 days of receipt of a correctly rendered tax invoice.
12. Payments under this Contract may be made by electronic transfer directly to the nominated bank account of the relevant payee. Unless otherwise agreed by the parties, all payments by Council to the Contractor will be made to a bank account in Australia.
13. The Council may, by written notice during the currency of the Contract, direct or permit the Contractor to vary the scope or nature of the goods, works, or services including the schedule order of work without prejudice to the Contract. Any resultant adjustment to the fee payable to the Contractor shall be negotiated and agreed by the parties in advance.
14. You warrant that you are entitled to use any patent, design, trademark, intellectual property rights or copyright or other protected right embodied or used in connection with the performance of the Contract.
15. Unless stated otherwise the intellectual property in all materials (in any form) produced under the Contract vests in us.
16. The Contractor agrees to deal with all Personal Information in a manner, which is consistent with the Privacy Act 1988 and any other relevant privacy legislation, as if the Contractor were a public sector organisation.
17. You must advise us immediately if you become aware of any conflict of interest on your part. If you advise us of a conflict and we consider that the conflict may be detrimental to us, we may terminate the Contract immediately by written notice.
18. When this Contract expires or is terminated, the Contractor must, at the Council's discretion:
  - a) Return to the Council all records containing Personal Information;
  - b) retain any material containing Personal Information in a secure manner as approved by the Council; or
  - c) destroy or delete any Personal Information.

If we consider the goods, works, or services to be unsatisfactory, we will advise you of such in writing and give you a specified time to rectify the goods, works, or services. If you fail to do so within the specified time we may terminate the Contract immediately in writing.