



KATHERINE
TOWN COUNCIL

Request for Proposal (Local Government General regulations 2021: Quotations)

Part C – Conditions of Contract

Q25-01 Waste Management Facility – Security - CCTV

1. CONDITIONS OF CONTRACT

If we accept your Proposal, 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 Proposal (RFP).
2. The Contract commences on the date we accept your Proposal and is in force during the period specified in this RFP.
3. The quantity specified in the RFP 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.
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 RFP.
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 sub-consultants), 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. Failure to pay within the invoice payment period may make us liable for payment of interest.
13. 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.
14. 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.
15. 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.
16. Unless stated otherwise the intellectual property in all materials (in any form) produced under the Contract vests in us.
17. 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.
18. 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.
19. 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.