



City of
**Kalgoorlie
Boulder**

Request for Tender

Provision of City Cleaning Services (Separable Portions) RFT27004

Closing Date: 31 August 2026 @ 2 PM WST

Part 3

1. General Conditions of Contract
2. Special Conditions of Contract

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1 General Conditions of Contract

This contract will be bound by the City's General Conditions of Contract for the Supply of Goods and Provision of Services. - a full copy has been attached to this request. The Tenderer must review the General Conditions of Contract prior to submitting a tender.

1.1 Insurances

Insurance Type	Insured Amount
Public Liability and Product Liability	\$20,000,000 any one occurrence.
Workers' Compensation	The Contractor shall insure against liability for death of or injury to persons employed by the Contractor including liability by statute and at common law to a limit of not less than \$50,000,000. Include a Principals Indemnity Extension for Act and common law including waiver of subrogation.
Comprehensive Motor Vehicle and Third Party	Comprehensive Motor Vehicle and Third-Party Liability for no less than \$30,000,000 any one occurrence.
Professional Indemnity	\$5,000,000

*The insurance requirement listed in table above is for the whole Separable portions.

1.2 Contractor's Insurance Obligations

Before commencing any service under this Contract, the Contractor must effect and maintain the insurance coverage corresponding to the awarded Separable portion(s).

The Contractor must provide Certificates of Currency for all required policies prior to Contract execution, annually upon policy renewal, and at any other time upon reasonable request by the principal. If the Contractor fails to maintain required insurance, the Principal may (without obligation) pay required premiums and recover such costs from the Contractor as a debt due.

The Principal reserves the right to review and adjust the required minimum insurance limits during the Contract term following a risk assessment or scope change, or if a required limit becomes commercially unavailable at reasonable market rates.

Any variation to insurance limits must be agreed in writing by the Principal's authorised representative prior to taking effect.

Where the Contractor operates as a **Sole trader or Partnership** and legally exempt from statutory Workers Compensation, the Contractor must provide evidence of a valid Personal Accident and Sickness / Income Protection Policy providing cover for injury and income loss up to a minimum of 85% of weekly income.

2 Period of Contract and Termination

The Contract will be for various City sites for a period of One (1) year plus Two (2) years optional extension in 12-month increments subject to satisfactory performance and at the sole discretion of the City. However, in the event of the Contractor failing in any manner to carry out the Contract to the Principal's satisfaction, the Principal may forthwith determine the Contract by written notice to the Contractor.

3 Contract Extension

In the event the Contract is to expire before the Principal has concluded a new tender process, the Principal may, in its absolute discretion, offer to continue the Contract on the same terms and conditions, on a month-by-month basis, for a temporary period until the new tender process has concluded and contract awarded by the Principal. Should the Principal wish to exercise its rights under this clause it shall give the Contractor notice in writing at least 30 days before the Contract expiry. The Contractor must advise the Principal in writing as to whether or not it wishes to accept the offer to continue the Contract at least 7 days before the Contract expiry.

4 Special Conditions of the Contract

4.1 Transition-In and Transition-Out

4.1.1 Transition -In (Mobilisation and Induction)

The Contractor must execute a transition-in period commencing on the Contract Execution Date and ending on the Service Commencement Date.

Within Fourteen (14) days of contract execution, the Contractor shall submit a detailed Transition-In plan to the Principal for approval, addressing:

- Recruitment, site-specific inductions, police checks, and safety training for cleaning personnel.
- Delivery and safety inspection of all equipment. Tools, and machinery.
- Provision of Safety Data Sheets (SDS) and site risk assessments for all chemicals.
- Coordination of site access passes, keys, and security credentials.

4.1.1.1 Joint Pre-Commencement Audit:

Prior to commencement, the Contractor and Principal shall inspect all facilities to log baseline conditions, existing wear of defects, and storage room readiness.

Develop jointly with Principal Standard Operating Procedures (SOPs) for each site.

4.1.1.2 Continuity of Operations:

Mobilisation must occur without disruption to the Principal's operations or outgoing service providers.

4.1.2 Transition-Out (Demobilisation & Handover)

Upon receipt of a notice of termination or (60 days) prior to contract expiry, a Transition-Out period shall commence.

4.1.2.1 Service Maintenance:

The Contractor shall maintain required staffing levels, KPIs, and service standards throughout the disengagement period without unauthorised service reduction.

4.1.2.2 Handover Obligations:

On or before the final day of the Contract term, the Contractor shall:

- Return all site keys, access cards, security codes, and facility documentation.
- Remove all Contractor machinery, tools, cleaning equipment, and unused chemical inventory (except for those that was paid for the Principal).
- Vacate and clean all assigned janitorial closets and chemical storage rooms, leaving them undamaged and operational.

4.1.2.3 Final Inspection & Deductions:

A joint exit audit will be conducted on the final day. The Principal reserves the right to rectify uncorrected damages or failure to clean storage areas, deducting associated costs from the final invoice or performance security.