

# Conditions of Tendering

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# Conditions of Tendering

## 1 Interpretation

Unless the contrary intention is indicated, these Conditions of Tendering are to be interpreted in the same manner and words have the same meaning as in the Contract.

If a date stipulated for doing an act in relation to the RFT is not a business day (being any day which is not a Saturday, Sunday or a public holiday in the Northern Territory, as specified in Schedule 2 of the *Public Holidays Act (NT)*), the act must be done on the next business day.

In these Conditions of Tendering the following definitions apply:

'**Addendum**' means any document expressly stated to be an Addendum, which is issued by the Principal varying, updating or clarifying the RFT prior to the stated closing time and date for closing of the RFT.

'**Annexure**' means the document titled "Annexure to the Conditions of Tendering and Contract" and contained in this RFT.

'**Contract**' means the document titled 'Conditions of Contract' and contained in this RFT.

'**RFT**' means the request for tender inviting offers and includes all conditions, annexures, schedules, attachments and addenda.

'**Supplies**' means the works, goods and/or services required by the Principal and described in this RFT.

'**Tender Response**' means all documents lodged by the Tenderer in response to the RFT.

'**Tenderer**' means the person lodging a Tender Response.

## 2 Preparing a Tender Response

### 2.1. General Requirements

Each Tender Response is required to contain one copy of the documents listed in the section of the Annexure titled "Documents to be Lodged". Failure to provide all documents may result in the Tender Response being declared inadmissible for assessment.

Tender Responses should contain:

- a) if the Tenderer is an individual, their full name;
- b) if the Tenderer is company or organisation, its company, business or trading name and unique business identifier required by law (eg ACN/ARBN/ABN);
- c) the address for service of any notices necessary or required to be or which may be served on or given to the Tenderer in connection with its Tender Response and any subsequent contract arising out of acceptance of the Tender Response.

Each Tender Response (excluding attachments or supplementary information provided by the Tenderer) must be in English. A Tender Response that does not comply with this requirement will be declared inadmissible for assessment.

## 2.2. Tenderers to Inform Themselves

Tenderers must, at their own expense, inform themselves of all circumstances and conditions relating to submitting a Tender Response and providing the Supplies. This includes compliance with all legislation, an inspection of the relevant site(s) and satisfying themselves as to the correctness and sufficiency of the RFT documentation.

## 2.3. Tender Costs

The Tenderer is responsible for all costs associated with preparing a Tender Response.

The Principal will not be liable for any expense or loss, which may be incurred by any Tenderer in the preparation or submission of its Tender Response.

## 2.4. Compliance with NT Procurement Code

In preparing its Tender Response, submitting its Tender Response and throughout the tendering period the Tenderer must comply with the Northern Territory Procurement Code ('Code').

A copy of the Code is available at:

[http://www.dob.nt.gov.au/business/tenders-contracts/legislative\\_framework/Pages/code.aspx](http://www.dob.nt.gov.au/business/tenders-contracts/legislative_framework/Pages/code.aspx)

If the Principal is of the reasonable opinion that the Tenderer has not complied with the Code, the Principal will declare the Tender Response inadmissible for assessment.

## 2.5. Enquiries

Should the Tenderer:

- a) have any doubts as to the meaning of any part of the RFT; or
- b) find any discrepancy, error or omission in the RFT,

the Tenderer should seek clarification from the Principal, as identified in the Annexure, as early as possible but in any event before the stated time and date for closing of the RFT.

The Principal may decline to provide a clarification or further information requested by a Tenderer.

Any clarification provided by the Principal may be provided to all prospective Tenderers.

## 2.6. Probity Advisor

The Principal may appoint an independent probity advisor to advise on probity issues arising during the course of the RFT process. The details of the probity advisor, if any, will be contained in the Annexure. Any issues about the integrity of the RFT process should be addressed to the probity advisor.

## 2.7. Addendum

The Principal may vary, update or clarify the RFT at any time before the stated time and date for closing of the RFT through the issue of an Addendum.

No explanation or amendment to the RFT will be binding unless in the form of an Addendum. Any Addendum issued under this clause will become part of this RFT.

It is the sole responsibility of Tenderers to ensure that the contact details held by Quotations and Tenders Online Service are correct and up-to-date in order for them to receive Addendum.

## **2.8. Best Offer**

Notwithstanding anything which may be done pursuant to the assessment process, the Principal intends to select the successful Tenderer primarily on the basis of the Tender Responses lodged but will also take into consideration any other information publicly available or known to the Principal. Accordingly, Tenderers should provide their best offer in their Tender Response.

## **3 Tender Response Validity**

Tender Responses must remain valid and open for acceptance by the Principal for the period stated in the Annexure.

If a Tender Response is not formal in accordance with these Conditions of Tendering, the validity period will commence from the date on which the Tender Response is formalised to the satisfaction of the Principal.

On expiry of the validity period:

- a) a Tenderer may withdraw their Tender Response by written notice to the Principal; or
- b) the Principal may, by close of business on the date of expiry, request and obtain an extension to the validity period.

## **4 Site Inspection**

The Principal may provide Tenderers an opportunity to inspect a site or sites relevant to the provisions of the Supplies ('Site Inspection').

If a Site Inspection is arranged the details of the inspection, including location, time and date, are as stated in the Annexure.

A Tenderer may authorise a third party to attend a Site Inspection as its representative. The authorised representative must notify the person conducting the Site Inspection on behalf of the Principal, which Tenderer they represent.

If the Annexure specifies that attendance at a Site Inspection is required then Tenderers are required to attend at the time, date and location specified. Each Tenderer or their representative must report to the person conducting the Site Inspection to record their attendance. Failure to attend and report to the Principal's representative may result in the Tender Response being declared inadmissible for assessment.

## **5 Industry Briefing**

The Principal may provide Tenderers an opportunity to attend a briefing to discuss the Principal's requirements for the provisions of the Supplies ('Industry Briefing').

If an Industry Briefing is arranged the details of the briefing, including location, time and date, are as stated in the Annexure.

A Tenderer may authorise a third party to attend an Industry Briefing as its representative. The authorised representative must notify the person conducting the Industry Briefing on behalf of the Principal, which Tenderer they represent.

If the Annexure specifies that attendance at an Industry Briefing is required then Tenderers are required to attend at the time, date and location specified. Each Tenderer or their representative must report to the person conducting the Industry Briefing to record their attendance. Failure to attend and report to the Principal's representative may result in the Tender Response being declared inadmissible for assessment.

## 6 Industry Accreditation

Where specified in the Annexure, the Tenderer and each subcontractor engaged in the provision of the Supplies equal to or greater than \$100,000 is required, at the time and date for closing of the RFT, to be accredited or recognised by Contractor Accreditation Limited ('CAL').

Accreditation must be to a rating that is equal to or higher than:

- a) For a single supply, the value of the Tender Response or subcontractor's work.
- b) For a period contract, the:
  - i. six (6) monthly value of the Tender Response or the subcontractor's work; or
  - ii. if the Supplies are for a period of less than 6 months, total value of the Tender Response or subcontractor's work,

in a CAL category, group and sub-group described in the Annexure as applicable to the Tenderer.

The Tender Response should include the Tenderer's and relevant subcontractors' CAL registration number.

If, at the time and date for closing of the RFT, the Tenderer or its subcontractors require an upgrade of the rating of their existing CAL accreditation, in the category, group and sub-group specified, the Tenderer has fourteen (14) calendar days from the stated time and date for closing of the RFT to:

- a) obtain an upgrade of the rating of that existing CAL accreditation; and
- b) provide written evidence of the upgrade to the Principal's contact person identified in the Annexure.

Nothing in this clause allows a Tenderer to obtain CAL accreditation in a new CAL category, group and sub-group after the stated time and date for closing of the RFT.

Any Tender Response not complying with the requirements of this clause may be declared inadmissible for assessment.

More information on CAL, accreditation details and application forms can be obtained from:

CAL Registrar  
PO Box 125  
Parap NT 0804  
Telephone: (08) 8922 4600  
Facsimile: (08) 8984 4003  
Website: [www.accreditation.com.au](http://www.accreditation.com.au)

## 7 Alternative Tenders

Tenderers may submit an alternative Tender Response, which does not conform with the requirements of the RFT ('Alternative Tender Response'), if permitted by the Annexure.



Where the Annexure requires that an Alternative Tender Response is accompanied by a conforming Tender Response, the Tenderer is required to submit a conforming Tender Response with the Alternative Tender Response.

Alternative Tender Responses should be clearly identified as an “Alternative Tender”.

If Alternative Tender Responses are permitted by the Annexure, Tenderers are encouraged to offer options or solutions, which may contribute to Principal’s ability to carry out its business in a more cost-effective manner (for example in a novel or innovative way). These may be related to the outputs, functional, performance or technical aspects of the requirement.

The Principal may specify in the Annexure any exclusion or limitation on the provision of an alternative solution (for example specific items of the Supply may be excluded, or alternatives may be limited to specified items of the Supply).

Tenderer may include any supplementary material to demonstrate how an Alternative Tender Response will fully achieve or exceed the Principal’s requirements.

## **8 Part Offer and Part Acceptance**

Unless otherwise stated in the Annexure, Tenderers are required to offer for the whole of the Supplies.

If part offers are permitted by the Annexure, the Principal reserves the right to accept a portion or the whole of any Tender Response at the price or prices tendered unless the Tenderer specifically states to the contrary in its offer.

## **9 Pricing**

### **9.1. General Requirements**

Unless otherwise specified, prices must:

- a) be stated in Australian dollars;
- b) be inclusive of:
  - i. GST (where applicable);
  - ii. all costs required to provide the Supplies, including labour, materials, transport, freight, overheads, profits and charges; and
  - iii. all other fees, duties and taxes required to provide the Supplies.

Unless otherwise required, pricing must be submitted for each item in the Schedule and failure to price all items may result in the Tender Response being declared inadmissible for assessment.

### **9.2. Estimated Quantities**

Unless otherwise specified, any quantities given in the RFT are not guarantees as to the amount of work to be provided to the successful Tenderer, but will be used for assessment purposes only.

### **9.3. Treatment of Low or Aberrant Prices**

Where a price (or a key element of a Tender Response price) is considered well below or above the median price or the Principal’s estimated value, the Tenderer may be requested to confirm the tendered price or respond to questions regarding particular aspects of the Tender Response. The Tenderer may also be requested to provide written confirmation

that the requirement and contractual obligations relevant to the Supplies are fully understood.

The Principal may, at its discretion, either:

- a) proceed with the evaluation of the Tender Response; or
- b) where there is evidence that acceptance of the Tender Response may result in an unacceptable contract outcome or pose a substantial risk to the provision of the Supplies or the sustainability of the Tenderer, declare the Tender Response inadmissible further for assessment.

#### **9.4. Competitive Neutrality**

Government owned businesses, Local, Territory, State and Federal Government agencies and authorities responding to this RFT must submit two prices against each item in the pricing schedule. One price is to be the tendered price offered and the other being the adjusted competitively neutral price. The competitively neutral price is to be prepared in accordance with the Northern Territory Government's Competitive Tendering Guidelines.

A copy of the Guidelines is available from:

[http://www.dob.nt.gov.au/business/tenders-contracts/legislative\\_framework/tendering-contract/Pages/competitive-neutrality.aspx](http://www.dob.nt.gov.au/business/tenders-contracts/legislative_framework/tendering-contract/Pages/competitive-neutrality.aspx)

### **10 Conflict of Interest**

For the purpose of this clause a "Conflict" means any matter, circumstance, interest, or activity affecting the Tenderer (including the officers, employees, agents and subcontractors of the Tenderer) which may or may appear to impair the ability of the Tenderer to perform any contract resulting from this RFT diligently and independently.

Tenderers must declare any Conflict in their Tender Response.

Tenderers must not place themselves in a position that may, or does, give rise to a Conflict during the RFT process.

If at any time during the RFT process, a Tenderer is aware that an actual, potential or perceived Conflict exists or may arise, that Tenderer must immediately notify the Principal.

If a Conflict exists or arises during the RFT, the Principal may:

- a) declare the Tender Response inadmissible for assessment;
- b) enter into discussions to seek to resolve the Conflict; or
- c) take any other action it considers appropriate.

### **11 Panel Period Contract**

Where specified in the Annexure, the Principal may establish a panel of suppliers for the provision of the Supplies. The resulting contracts will be for either:

- a) specific requirements at fixed unit rates; or
- b) for a general scope of requirements without any rates, and for which firm offers will be periodically sought from the suppliers.

For practical reasons the Principal reserves the right to fix the size of the panel to a limited number of suppliers who best meet the assessment criteria.

## 12 Common-Use Contract

Where specified in the Annexure, the Principal will establish a common-use contract for the provision of the Supplies.

If the RFT is designated common-use, it is expected that all Northern Territory Government Agencies will utilise the resulting contract for the provision of the Supplies.

## 13 Project Control

Where specified in the Annexure that the Works are to be carried out using Project Control then the provisions of this clause will apply.

The Tenderer's attention is drawn to the section titled "Project Control" in the RFT.

The Tenderer is required to submit a Project Control summary with the Tender Response. Failure to submit a Project Control summary may result in the Tender Response being declared inadmissible for assessment.

## 14 Local Development

The NT Government is committed to supporting businesses that use local contractors and suppliers and hire and train Territorians. Assessment will take into consideration businesses that demonstrate a commitment to supporting and employing Territorians including Indigenous Territorians, accredited training for its employees and sourcing goods and services from local businesses.

### 14.1 Apprentices and Trainees

Where specified in the Annexure, the Tenderer will, if awarded the Contract, employ and train a minimum number, as prescribed below, of apprentices/trainees who are registered in the Northern Territory:

#### Schedule of Minimum Number of Apprentices/Trainees.

Value Of Contract (\$000)	Trade Apprentice/Trainee	Non-Trade Trainee
300 – 599	1	-
600 – 999	2	-
1000 – 1999	3	1
2000 – 2999	4	1
3000 – Plus	5	1
Maximum Requirement	5	1

Employees undertaking apprenticeships/traineeships training will only be recognised for assessment purposes if:

- a signed training contract for the apprentice/trainee is registered with the Australian Apprenticeships NT Office; or
- the apprentice's/trainee's details appear on the Data Entry Level Training Agreement (DELTA) database, maintained by the Department of Business; or
- the training being undertaken is a recognised accredited training course.

In complying with the use of accredited apprentices/trainees, the Tenderer may:

- a) directly employing apprentices/trainees;

- b) utilise group training scheme apprentices/trainees;
- c) utilise sub-contractors apprentices/trainees; or
- d) utilise any combination of the above.

For contract values of \$1 million and above one (1) non-trade trainee may be substituted for a trade apprentice/trainee for the purpose of determining compliance with the Schedule of Minimum Number of Apprentices/Trainees.

The level of compliance with this requirement will be reported on at the end of the Contract and taken into consideration on future quotations or tenders for a period of twelve (12) months.

Further information on NT Government Policy on the use of apprentices/trainees on Government Contracts and accredited training programs can be obtained from:

Training Operations Unit  
Department of Business  
11th Floor, Mitchell Centre,  
55 – 59 Mitchell Street  
Darwin NT 0800  
Telephone: (08) 8935 7707  
Facsimile: (08) 8901 1326  
email: govtcontracts@nt.gov.au

Or

GPO Box 3200  
Darwin NT 0801

Further information regarding the employment of apprentices/trainees can be obtained from:

Australian Apprenticeships NT  
6 Searcy Street  
Darwin NT 0800  
Telephone: 1300 137 130 or Telephone: (08) 8935 8200  
email: Darwin@aacnt.com.au

Or

GPO Box 3049  
Darwin NT 0801

Or

19 Hartley Street  
Alice Springs NT 0870  
Telephone: (08) 8953 3311

## 14.2. Indigenous Development Plan

Where specified in the Annexure, the Tenderer is required to submit, as part of its Tender Response, an Indigenous Development Plan Proposal.

Any Tender Response not complying with the requirements of this clause may be declared inadmissible for assessment.

### 14.3. Indigenous requirements for Regional Councils

Where specified in the Annexure, the Tenderer will, if awarded the Contract, maintain an Indigenous employment rate which will be no less than thirty per cent (30%) of the total workforce engaged in the delivery of the Supplies.

## 15 Industry Participation Plan

In accordance with the NT Government's framework of Building Northern Territory Industry Participation, and if required by the Annexure, Tenderers are required to demonstrate their commitment to local participation, in relation to the Supplies to be provided, in their Tender Response. The successful Tenderer will be required to agree to an Industry Participation Plan to accompany the Contract.

If required by the Annexure, failure to demonstrate a commitment to local participation in the Tender Response or the subsequent development of an Industry Participation Plan may result in the Tender Response being declared inadmissible.

An information guide about Industry Participation Plans is included with the RFT.

Further information and assistance in relation to Industry Participation Plans is available from:

Department of Business  
Development House, 76 The Esplanade  
Darwin NT 0800  
GPO Box 3200  
Darwin NT 0801

Telephone: (08) 8999 5201  
Facsimile: (08) 8999 5106  
Email: [industry participation@nt.gov.au](mailto:industry participation@nt.gov.au)

## 16 Signing Documents

The Tenderer must sign its Tender Response as indicated below:

- a) If the Tenderer is a company:
  - i. with its common seal, and the fixing of the seal witnessed by:
    - two (2) directors of the company; or
    - a director and a company secretary of the company; or
    - for a proprietary company that has a sole director who is also the sole company secretary – that director; or
  - ii. without its common seal, if signed by:
    - two (2) directors of the company; or
    - a director and a company secretary of the company; or
    - for a proprietary company that has a sole director who is also the sole company secretary – that director; or
  - iii. by being signed by a person or persons authorised by the company to bind it in contract. In such circumstances a copy of the authorisation must be submitted with the Tender Response.
- b) In the case of a firm (including a firm trading under a business or trading name and a partnership):
  - i. by signature of each proprietor of the firm; or
  - ii. in the case of firms having more than five (5) proprietors, by signature of the proprietors authorised to bind the firm in Contract. In the case of the later

evidence of the authority of those proprietors to bind the firm may be required by the Principal.

Where the Tenderer is lodging its Tender Response via the Quotations and Tenders Online eLodgement Service, there is no requirement to complete the "signature" block on the Declaration by Tenderer form.

## **17 Lodgement of Tender Response**

### **17.1. Lodgement**

Unless otherwise directed by the Principal, Tender Responses must be lodged using one of the following methods:

- a) prepaid post, directed to the postal address stated on the cover to the RFT;
- b) facsimile, directed to the facsimile number stated on the cover to the RFT; or
- c) electronically, against the corresponding Tender number using Quotations and Tenders Online eLodgement through the address stated on the cover to the RFT or if the Principal has approached a specific Tenderer(s) and provided access to the RFT through a link or web address, electronically using the link or address provided.

Failure to comply with the above requirements will result in the Tender Response being declared inadmissible for assessment.

If, for any reason, a part of a Tender Response (excluding the pricing schedule(s)) becomes corrupt, illegible, inadequate or incomplete as a result of transmission or storage, the Principal may request an additional copy of the Tender Response.

If, for any reason, the pricing schedule(s) contained in a Tender Response becomes corrupt, illegible, inadequate or incomplete as a result of transmission or storage the Tender Response may be declared inadmissible for assessment.

### **17.2. Inadmissibility**

Unless otherwise specified, Tender Responses provided to the Principal using a method that is not specified in clause 17.1, including but not limited to orally or electronically will be declared inadmissible for assessment.

Tender Responses provided to the Principal by hand (including by a commercial courier service) may be declared inadmissible for assessment.

### **17.3. Closing Time and Date**

The RFT will close at the time and on the date stated on the front cover of the RFT.

### **17.4. Late Tenders**

Tender Responses are to be received, in full, by the time and date for closing of the RFT.

Failure to lodge a Tender Response, or part thereof, before the time and date for closing of the RFT may result in the Tender Response being declared inadmissible for assessment.

## **18 Admissibility**

Unless otherwise specified, if a Tenderer fails to comply with a requirement as set out in these Conditions of Tendering, their Tender Response may be declared inadmissible for assessment.

In determining whether a Tender Response is admissible for assessment the Principal will consider:

- a) whether admitting the Tender Response will compromise the integrity of the tender process;
- b) whether the Tenderer has or is likely to gain an unfair advantage;
- c) reasons for the Tenderer's failure to comply with a requirement;
- d) whether the Tender Response is capable of assessment;
- e) whether the Tender Response was mishandled by the Principal or a third party; and
- f) evidence of unfair practices.

## **19 Ownership of Documents**

This RFT is, and will remain, the property of the Principal. It may only be used for the purpose of preparing a Tender Response.

All Tender Responses become the property of the Principal upon submission and will not be returned to Tenderers.

By lodging a Tender Response, a Tenderer licenses the Principal to reproduce the whole or any portion of the Tender Response for the purposes of the conduct of the RFT, including assessment, clarifications, resultant contract negotiation, contract management, and anything else in relation to these purposes.

Nothing in this clause changes or affects the ownership of copyright or other intellectual property rights that may subsist in the Tender Response.

## **20 Changes to the Conditions**

### **20.1. Conditions of Tendering**

Tenderers are not permitted to request changes or propose alternatives to these Conditions of Tendering. Any Tenderer who proposes a change will be requested to withdraw the change in order to comply with the Conditions of Tendering. If the changes are not withdrawn the Tender Response will be declared inadmissible for assessment.

### **20.2. Conditions of Contract**

If permitted in the Annexure, Tenderers may request changes to the Contract, or propose alternative conditions of contract.

Where Tenderers request changes to the Contract or propose alternative conditions of contract, they must clearly specify in the appropriate section of the Response Schedules the changes to the Contract that are being requested or the alternative conditions of contract that are being proposed.

Where Tenderers request changes to the Contract or propose alternative conditions of contract, they do so at their own risk, as the changes will be deemed to have formed part of their offer and their Tender Response will be assessed on that basis. If the requested changes or the alternative conditions of contract are not acceptable to the Principal, the Tender Response may not be successful.

If the Annexure states that changes to the Contract or alternative conditions of contract are not permitted, a Tender Response requesting changes to the Contract, or proposing alternative conditions of contract may be declared inadmissible for assessment.

Nothing in this clause affects the Principal's right to negotiate with one or more Tenderer as provided for in this RFT.

## 21 Tender Assessment Criteria

Selection of the successful Tenderer will be based on a best value for money assessment of Tender Responses against the tender assessment criteria specified in the Annexure.

An example of the types of considerations that may form part of each criterion are set out below, these elements are not to be considered exclusive to any specific RFT.

- a) Past Performance:
  - i. Performance history including experience in providing similar Supplies and the extent to which previous undertakings were achieved.
  - ii. Standard and quality of Supplies previously provided.
  - iii. Extent of supervision previously required.
  - iv. Disputes and claims history.
  - v. References (including CAL if applicable).
  - vi. Safe and fair workplace record.
- b) Timeliness:
  - i. Ability to manage the provision of the Supplies within timeframes specified.
  - ii. Vulnerabilities to the completion timeframe.
- c) Capacity:
  - i. Ability to provide the Supplies including the experience and capacity of nominated personnel or subcontractors.
  - ii. Number, details and value of contracts currently in progress.
  - iii. Appropriate CAL accreditation (if applicable).
  - iv. Legal action pending.
  - v. Financial capacity (including current credit rating).
  - vi. Risk.
- d) Local Content:
  - i. Enhancement of industry and business capability in the Northern Territory.
  - ii. Improved capacity and quality in supply or service response.
  - iii. Accredited training programs currently supported by the Tenderer or that will be supported or utilised in providing the Supplies.
  - iv. Proposed level of usage of apprentices and trainees in providing these Supplies.
  - v. Proposed number of jobs for Territorians that will be supported or utilised in providing the Supplies.
  - vi. Proposed level of involvement of local Indigenous enterprise on these Supplies.
  - vii. Regional development opportunities.
  - viii. Any Northern Territory research and development proposals being undertaken or proposed by the Tenderer.
- e) Innovation:
  - i. New technology.
  - ii. Alternative solutions.
- f) Scope Specific Criteria:
  - i. Those criteria that are considered relevant to the nature of the Supplies being sought. Scope Specific Criteria could include, but are not limited to, environmental issues or requirements, technical requirements and specific experience and expertise applicable to the Supplies required.
- g) Price:
  - i. Upfront costs.
  - ii. Through-life costs, for example:



- Cost of ongoing training of Agency staff in providing the Supplies over a specific time; and
  - Cost of transit in and out or implementation from one provider to another.
- iii. Any other factors that would impact on costs to the Principal.

## **22 Conduct of the Assessment**

### **22.1. General**

For the purpose of the assessment, clarification, negotiation and reporting of this RFT the Principal may disclose information acquired or developed during the assessment process (including a copy of the Tender Response) to Ministers and other Government representatives, consultants, advisors, other Agencies and statutory authorities in order to comply with obligations, exercise rights under this RFT and enable effective management or auditing of the Principal's activities.

### **22.2. Clarification and Additional Information**

The Tenderer may be called upon to clarify information contained in their Tender Response or to supply information in addition to the Tender Response to demonstrate to the satisfaction of the Principal that the Tenderer has the ability to provide the Supplies.

The Tenderer must within the time specified comply with any such requests. Failure to submit any or all of the information required, in the time stipulated, may result in the Tender Response being declared inadmissible for further assessment.

### **22.3. Security, probity and financial checks**

The Principal reserves the right during any part of the assessment of Tender Responses to perform such security, probity and financial investigations and checks as the Principal may determine are necessary in relation to Tenderers, their employees, officers, partners, associates, subcontractors or related entities and their employees, officers and subcontractors. These checks may include (without limitation) ascertaining in relation to each Tenderer:

- a) security;
- b) financial viability and stability;
- c) managerial and technical capacity;
- d) corporate history;
- e) significant litigation (past, present or pending); and
- f) any other matters the Principal considers relevant.

Tenderers must, at their cost, promptly provide the Principal with such information or documentation that the Principal requires in order to undertake such investigations or checks.

The Principal may declare a Tender Response inadmissible for further assessment if the Tenderer does not promptly provide all reasonable assistance to the Principal in this regard or based on the outcomes of the investigations or checks.

## **23 Negotiations**

- a) The Principal may engage in detailed discussions and negotiations with one or more Tenderers.
- b) The selection of Tenderers under this clause does not bind the Principal to a contractual relationship and is not an indication that the Tenderer will be successful.
- c) The result of any successful negotiations will be incorporated into the Contract.

## **24 Notification of Acceptance**

The Principal will not be bound to accept the lowest or any Tender Response.

The successful Tenderer will be notified in writing on the completion of the RFT process ('Notice of Acceptance').

Unless otherwise specified, the Notice of Acceptance forms a binding agreement between the Principal and the successful Tenderer on the terms set out in the Contract. The Notice of Acceptance will, at the Principal's discretion, be issued by pre-paid post, facsimile or email to the address stated in the Tender Response.

A Tenderer should not act on any representations or statements made by the Principal, its employees or agents prior to the issue of the Notice of Acceptance.

The Principal may publish details of the successful Tender Response, including the name of the Tenderer, value of the contract awarded and a description of the Supplies.

## **25 Unsuccessful Tender Responses**

Unsuccessful Tenderers will be informed in writing of the outcome of their Tender Response at the conclusion of the RFT process.

Tenderers may request a debriefing as to why their Tender Response was unsuccessful. This is for the purpose of assisting Tenderers to improve their competitiveness for future tenders.

Information will be confined to discussion of the Tenderer's Tender Response and under no circumstances will information relating to another Tender Response be disclosed.

## **26 Site Specific Conditions**

Where specified in the Annexure, the following conditions apply to the Supplies.

### **26.1. Royal Darwin Hospital**

The Tenderer is required to inspect the site of the Supply and become familiar with the "Royal Darwin Hospital Site Rules for Contractors, Subcontractors and Tradespersons Engaged for the Purpose of Undertaking Work within the Royal Darwin Hospital" ('Site Rules'), copies of which are available from the Major Projects Manager Engineering Services (MPMES), prior to submitting a Tender Response.

Inspection of the site is to take place on the time and day specified in the Annexure and in conjunction with the MPMES.

The successful Tenderer will be required to agree in writing to comply with the Site Rules and to ensure that their employees and sub-contractors undertaking work within the Royal Darwin Hospital are made aware of and comply with the Site Rules and their application.

## 26.2. Katherine Hospital

The Tenderer is required to inspect the site of the Supplies and become familiar with the “Katherine Hospital Site Rules for Contractors, Sub-contractors and Tradespersons” ('Site Rules') copies of which are available from the Hospital Maintenance Manager (HMM), prior to submitting a Tender Response.

Inspection of the site is to take place on the time and day specified in the Annexure and in conjunction with the HMM.

The successful Tenderer, will be required to agree in writing to comply with the Site Rules and to ensure that their employees and sub-contractors undertaking work within the Katherine Hospital are made aware of and comply with the Site Rules and their application.

## 26.3. Gove District Hospital

The Tenderer is required to inspect the site of the Supplies and become familiar with the “Gove District Hospital Site Rules for Contractors, Sub-contractors and Tradespersons” ('Site Rules') copies of which are available from the Hospital Maintenance Manager (HMM), prior to submitting a Tender Response.

Inspection of the site is to take place on the time and day specified in the Annexure and in conjunction with the HMM.

The successful Tenderer will be required to agree in writing to comply with the Site Rules and to ensure that their employees and sub-contractors undertaking work within the Gove District Hospital are made aware of and comply with the Site Rules and their application.

## 26.4. Tennant Creek Hospital

The Tenderer is required to inspect the site of the Supplies and become familiar with the “Tennant Creek Hospital Site Rules for Contractors, Sub-contractors and Tradespersons” ('Site Rules') copies of which are available from the Hospital Maintenance Manager (HMM), prior to submitting a Tender Response.

Inspection of the site is to take place on the time and day specified in the Annexure and in conjunction with the HMM.

The successful Tenderer, will be required to agree in writing to comply with the Site Rules and to ensure that their employees and sub-contractors undertaking work within the Tennant Creek Hospital are made aware of and comply with the Site Rules and their application.

## 26.5. Alice Springs Hospital

The Tenderer is required to inspect the site of the Supplies and become familiar with the “Alice Springs Hospital Site Rules for Contractors, Sub-contractors and Tradespersons” ('Site Rules') copies of which are available from the Engineering Services Manager (ESM), prior to submitting a Tender Response.

Inspection of the site is to take place on the time and day specified in the Annexure and in conjunction with the ESM.

The successful Tenderer will be required to agree in writing to comply with the Site Rules and to ensure that their employees and sub-contractors undertaking work within the Alice Springs Hospital are made aware of and comply with the Site Rules and their application.

## 26.6. Uluru – Kata Tjuta National Park

The Tenderer is required to become familiar with the *National Parks and Wildlife Conservation Act* and the "Environmental Protection - Uluru - Kata Tjuta National Park" both which are available from:

Uluru – Kata Tjuta National Park  
PO Box 119  
Yulara NT 0872

Telephone: (08) 8956 1100  
Facsimile: (08) 8956 2064

## 26.7. Kakadu National Park

The Tenderer is required to become familiar with the *National Parks and Wildlife Conservation Act* and the "Environmental Protection - Kakadu National Park" both of which are available from:

Kakadu National Park  
PO Box 71  
Jabiru NT 0886

Telephone: (08) 8938 1120  
Facsimile: (08) 8938 1115

## 26.8. Workers Accommodation Jabiru

The Tenderer is required to become familiar with all rules and regulations limiting the locations, which can be occupied by construction workers at Jabiru. Further information can be obtained from:

West Arnhem Regional Council  
PO Box 721  
Jabiru NT 0886  
Telephone: 1800 886 911  
Facsimile: (08) 8979 2488

## 26.9. Groote Eylandt

Tenderers are advised that there are restrictions on carrying out work in this area. It is the Tenderer's responsibility to ascertain from Groote Eylandt Mining Company (GEMCO) details of any conditions, restrictions and requirements in performing work in this area and to allow for the associated costs in the tender price.

The Tenderer is required to submit with their Tender Response, written confirmation that their price includes for these requirements and that satisfactory arrangements, if necessary, have been made with GEMCO for the provision of services etc. Failure to provide written confirmation may result in the Tender Response being declared inadmissible for further assessment.

## 26.10. Work on Communities

Tenderers are advised that restrictions may apply to entering and working in an Aboriginal Community. It is the Tenderer's responsibility to ascertain details of any permits, conditions, restrictions, requirements, fees etc. applicable to working in that community.

All permissions, permits and charges are the responsibility of the successful Tenderer.

### 26.11. NT Correctional Centres

The Tenderer is required to become familiar with the Northern Territory Correctional Services publication titled: "Application To Visit Prison" ('Site Rules') which is available from:

Northern Territory Correctional Services  
Old Admiralty House  
66 The Esplanade  
Darwin NT 0800  
Attention: Chief Prison Officer – Security  
Telephone: Darwin (08) 8922 0111  
Alice Springs: (08) 8951 8911

Inspection of the site is to take place on the time and day specified in the Annexure and in conjunction with the Prison Superintendent.

The successful Tenderer will be required to agree in writing to comply with the Site Rules and to ensure that their employees and sub-contractors undertaking work within a Correctional Centre are aware of and comply with the Site Rules and their application.

### 26.12. NT Schools

The Tenderer is required to become familiar with the "Site Rules for Contractors Entering School Premises" ('Site Rules') copies of which are available from the relevant School Principal, prior to submitting a Tender Response.

Inspection of the site is to take place on the time and day specified in the Annexure.

The successful Tenderer will be required to agree in writing to comply with the Site Rules and to ensure that their employees and sub-contractors undertaking work within the school are made aware of and comply with the Site Rules and their application

### 26.13. Parliament House

The Tenderer is required to become familiar with the "Parliament House Site Rules for Contractors, Sub-contractors and Tradepersons" ('Site Rules'), available from the reception desk in Parliament House, prior to submitting a Tender Response.

Inspection of the site is to take place on the time and day specified in the Annexure.

The successful Tenderer will be required to agree in writing to comply with the Site Rules and to ensure that their employees and sub-contractors undertaking work within Parliament House are made aware of and comply with the Site Rules and their application.

### 26.14. NT Police Fire and Emergency Services Assets

The Tenderer is required to become familiar with the Northern Territory Police, Fire and Emergency Services (NTPFES) publication titled: "Instructions and Procedures - Security – Annexure A" ('Site Rules') which is available from:

Facilities Manager  
NTPFES Facilities Management Branch  
Telephone: 8922 3301

Inspection of the site is to take place on the time and day specified in the Annexure and in conjunction with the OIC of the NTPFES facility.

The successful Tenderer will be required to comply with the Site Rules pay all associated fees and to ensure that their employees and sub-contractors undertaking work within a NTPFES facility are made aware of and comply with the Site Rules and their application.

### 26.15. Darwin Port Corporation Assets

The Tenderer is required to become familiar with the Darwin Port Corporation Site Rules for Contractors, and sub-contractors in relation to the environment, security and safety ('Site Rules') and the specific rules that apply to work to be carried out in Darwin Port Corporation Assets, prior to submitting a Tender Response. Information is available from the following links:

Special Security Conditions: <http://www.darwinport.nt.gov.au/node/882>

Maritime Security Identification Card (MSIC):  
<http://www.darwinport.nt.gov.au/security/msic>

Inspection of the site is to take place on the time and day specified in the Annexure.

The successful Tenderer will be required to comply with the Sites Rules, pay all associated fees and to ensure that their employees and sub-contractors undertaking work within Darwin Port Corporation Assets are made aware of and comply with the Site Rules and their application.

### 26.16. Aerodromes

Tenderers are advised that restrictions may apply to entering and working in a Aerodrome and should become familiar with the Manual of Standards ("MoS") Part 139 – Aerodromes issued by the Civil Aviation Safety Authority.

The Tenderer is required to become familiar with the rules that apply to work to be carried out on the Aerodrome(s), prior to submitting a Tender Response.

Only the provisions of the MoS Part 139 directly related to the execution of the Works are relevant. The MoS document can be accessed via the web link at:

<http://www.nt.gov.au/infrastructure/techspecs/rules/index.shtml>

Further guidance is available from:

- a) Aerodrome Reporting Officers' Manuals which can be accessed via web link at: <http://www.nt.gov.au/infrastructure/techspecs/rules/index.shtml> and
- b) Civil Aviation Safety Authority (CASA) advisory publication CAAP 92 – 1 (1), Civil Aviation Orders, Part 82, Section 82.3, Issue 3, Appendix 3, which can be accessed via web link at: [http://www.casa.gov.au/wcmswr/assets/main/download/caaps/ops/92\\_1.pdf](http://www.casa.gov.au/wcmswr/assets/main/download/caaps/ops/92_1.pdf)

### 26.17. Defence Areas

Tenderers are advised that there are restrictions on carrying out work in Proclaimed Defence Areas.

The Tenderer is required to become familiar with the rules and regulations in force at the site as issued by the Commonwealth security authorities.

## 26.18. Security Conditions

If specified in the Annexure, Tenderers are advised that there are restrictions on carrying out work in the site for the Supplies.

The Tenderer is required to become familiar with the rules and regulations in force at the site as issued by the relevant security authority.

## 27 Specified Sub-Contractors

If specified in the Annexure, the proprietor of the building has specified that only particular sub-contractors may carry out certain components of the Supplies required by the RFT.

Tenderers may select any one of the specified sub-contractors listed in the Annexure, for the specific component of the Supplies and will include in its Tender Response a price for the Supplies to be provided by that specified sub-contractor. Tenderers must satisfy themselves that the specified sub-contractor has the resources and is able to perform its component of the Supplies so as to not delay the overall programme of the Supplies.