



Conditions of Tendering

for

NPWC NT Edition

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1 Conditions of Tendering

1.1 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 some provision in the original RFT prior to the stated closing time and date.

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

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

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

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

'Tenderer' means the person lodging a Tender Response.

'Works' means the works required by the Principal and described in this RFT.

1.2 Preparing a Tender Response

1.2.1 General Requirements

Each Tender Response is required to contain one copy of the documents listed in the clause titled "Documents to be Lodged" in these Conditions of Tendering.

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.

1.2.2 Tenderers to Inform Themselves

Tenderers must, at their own expense, inform themselves of all circumstances and conditions relating to submitting a Tender Response and carrying out the Works. 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.

1.2.3 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.

1.2.4 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

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.

1.2.5 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 person listed below, as early as possible but in any event before the stated time and date for closing of the RFT.

For enquiries about the Works contact:	Name	#
	Telephone	#
	Facsimile	#
	Email	#

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.

1.2.6 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, are contained below. Any issues about the integrity of the RFT process should be addressed to the probity advisor.

Probity Advisor	Name	#
	Telephone	#
	Facsimile	#
	Email	#

1.2.7 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.

1.2.8 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.

1.3 Tender Response Validity

Tender Responses must remain valid and open for acceptance by the Principal for a period of ## days.

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.

Upon the expiry of the validity period:

- a) a Tenderer may withdraw their Tender Response by written notice to the Principal; or
- b) the Principal may request an extension to the validity period.

1.4 Site Inspection

Option 1 Not Applicable

A site inspection is not applicable to this RFT.

Option 2 Anytime

Prior to submitting a Tender Response it is recommended that the Tenderer visit the site(s) relevant to the Works.

Option 3 Permission Required

Prior to submitting a Tender Response the Tenderer is encouraged to inspect the site(s) relevant to the Works. If the Tenderer elects to inspect the site(s), permission must be first obtained by contacting the following during business hours:

Permission to visit site contact	Name	#
	Agency	#
	Telephone	#

Option 4 Set Time – Not Mandatory

Prior to submitting a Tender Response the Tenderer is encouraged to inspect the site(s) relevant to the Works. Access to the site(s) will be made available at the following times and date:

Contact for site inspection	Name	#
	Telephone	#
Location of site(s)		#
Designated Time/Day for Inspection/Meeting		#
Attendance at Site Inspection		Not Mandatory
Registration Required		#

Any subsequent site inspections will be solely at the Principal’s discretion and, where subsequent site inspections are organised, Tenderers will be advised and invited to attend by issue of an Addendum.

Option 5 Set Time – Mandatory

Prior to submitting a Tender Response, the Tenderer must attend an inspection of the site(s) relevant to the Works (**'Site Inspection'**).

Contact for Site Inspection	Name	#
	Telephone	#
Location of site		#
Designated Time/Day for Inspection/Meeting		#
Attendance at Site Inspection		Mandatory
Registration required		#

All prospective Tenderers are required to attend the Site Inspection at the time, date and location specified regardless of any previous knowledge or familiarity with the site(s).

Any additional information provided at the Site Inspection will be distributed to Tenderers by issue of an Addendum.

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

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.

1.5 Industry Briefing

Option 1 Not Applicable

An industry briefing is not applicable to this RFT.

Option 2 Set Time – Not Mandatory

The Principal may provide Tenderers an opportunity to attend a briefing to discuss the Principal's requirements for the completion of the Works (**'Industry Briefing'**). An Industry Briefing will be held as follows:

Contact for Industry Briefing	Name	#
	Telephone	#
Location of Industry Briefing		#
Designated Time/Day for Industry Briefing		#
Attendance at Industry Briefing		Not Mandatory
Registration Required		#

Attendance at the Industry Briefing is not mandatory however Tenderers are encouraged to attend.

Any additional information provided at the Briefing will be distributed to Tenderers by issue of an Addendum.

Any subsequent Industry Briefings will be solely at the Principal's discretion and, where subsequent Industry Briefings are arranged, Tenderers will be advised and invited to attend by issue of an Addendum.

Option 3 Set Time - Mandatory

Prior to submitting a Tender Response, the Tenderer is required to attend a briefing to discuss the Principal's requirements for the completion of the Works (**'Industry Briefing'**).

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Contact for Industry Briefing	Name	#
	Telephone	#
Location of Industry Briefing		#
Designated Time/Day for Industry Briefing		#
Attendance at Industry Briefing		Mandatory
Registration Required		#

All prospective Tenderers must attend the Industry Briefing at the time, date and location specified regardless of any previous knowledge or familiarity with the Works.

Any additional information provided at the Industry Briefing will be distributed to Tenderers by issue of an Addendum.

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

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.

1.6 Industry Accreditation

Option 1 No CAL Required

The Tenderer is not required to be accredited by Contractor Accreditation Limited ('CAL') to be eligible to undertake the Works.

Option 2 CAL Required

The Tenderer and each subcontractor engaged in the provision of the Works, 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 the total value of the Tender Response or subcontractor's work in the CAL category, group or sub-group described below.

Industry Accreditation Requirements	#

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 applicable category, group or sub-group, 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 or 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

1.7 Alternative Tenders

Option 1 Not Allowed

Tenders are required to be submitted strictly in accordance with the RFT document and no alternatives will be considered.

Option 2a Allowed no Conforming Required

Tenderers may submit alternative proposals.

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

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

Where a Tenderer submits an offer which meets the requirements in an alternative and practical manner, it may include any supplementary material, together with associated prices, which demonstrates in detail that such an alternative will fully achieve and/or exceed all the specified requirements, together with references as to why the additional features may be advantageous.

Option 2b Allowed but Conforming Required

Tenderers may submit alternative proposals. Alternative Tenders are required to be accompanied by a conforming Tender Response.

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

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

Where a Tenderer submits an offer which meets the requirements in an alternative and practical manner, it may include any supplementary material, together with associated prices, which demonstrates in detail that such an alternative will fully achieve and/or exceed all the specified requirements, together with references as to why the additional features may be advantageous.

Option 3 Allowed Some Items Excluded

Tenderers may submit alternatives to equipment, plant or materials specified except for those items for which it is specified and/or nominated below that alternatives will not be considered.

Alternatives will not be considered for:

##

A Tender Response which fails to comply with this requirement will be deemed inadmissible for assessment.

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

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

Where a Tenderer submits an offer which meets the requirements in an alternative and practical manner, it may include any supplementary material, together with associated prices, which demonstrates in detail that such an alternative will fully achieve and/or exceed all the specified requirements, together with references as to why the additional features may be advantageous.

Option 4 Allowed for Specific Items only

Tenderers may submit alternatives for only those items nominated below.

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A Tender Response which fails to comply with this requirement will be deemed inadmissible for assessment.

Alternative Tenders should be clearly identified as an "Alternative Tender".

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

Where a Tenderer submits an offer which meets the requirements in an alternative and practical manner, it may include any supplementary material, together with associated prices, which demonstrates in detail that such an alternative will fully achieve and/or exceed all the specified requirements, together with references as to why the additional features may be advantageous.

1.8 Part Offer and Part Acceptance

Option 1 Part Offers Not Allowed

Tenders are required to be submitted for the whole of the Works.

Option 2 Part Offers Allowed

Tenders may be submitted for part of the Works or the whole of the Works as indicated in the Response Schedules - Schedule of Rates.

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.

1.9 Pricing

1.9.1 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 carrying out the Works, including labour, materials, transport, freight, overheads, profits and charges; and
 - iii. all taxes, fees, duties, royalties, premiums, costs, charges and the like which will be due and payable to any person or authority under the Contract.

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.

1.9.2 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.

1.9.3 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 Works 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 completion of the Works or the sustainability of the Tenderer, declare the Tender Response inadmissible for further assessment.

1.9.4 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

1.10 Impartiality of Requirements

Unless otherwise specified if an item is specified as being similar or equivalent to a particular brand in the Scope of Works this is to set an acceptable standard only and no preference is given to that brand.

Any items offered must be at least of the same standard and potential as specified in the Scope of Works, or as is inherent in the equivalent brand. The Principal may accept items of higher standard than specified if the items offer better value-for-money outcomes. Where such is being offered full details by way of illustrations, catalogues, brochures and the like, should be provided with the Tender Response.

1.11 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 the Contract 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.

1.12 Project Control

Option 1 – Not Applicable

The Tenderer is not required to carry out the Works using Project Control.

Option 2 – Applicable – Project Control Required

The Works required under the Contract are to be carried out using Project Control.

The Tenderer is required to submit a Project Control Summary with the Tender Response. Any Tender Response in which the Project Control Summary is not provided may result in the Tender Response being declared inadmissible for further assessment.

The Tenderer if awarded the Contract will be required to comply with the section titled "Project Control" in the RFT.

Option 3 – Applicable – Project Quality Required

The Works required under the Contract are to be carried out using ISO 9000 Quality Assurance.

The Tenderer's attention is drawn to the section titled "Quality Assurance" in the RFT.

The Tenderer is required to submit a Project Quality Plan Proposal with the Tender Response.

Any Tender Response in which the Project Quality Plan Proposal is not provided may result in the Tender Response being declared inadmissible for further assessment.

1.13 Occupational Health and Safety Accreditation Scheme

Option 1– Not Applicable

The Tenderer is not required to carry out the Works using the Occupational Health and Safety Accreditation Scheme (Cth).

Option 2– Applicable

A Tenderer at the time of tendering is required to be accredited under the Australian Government Building and Construction Occupational Health and Safety Accreditation Scheme ('**Scheme**') Fair Work (Building Industry) Act 2012 (FWBI Act).

The successful Tenderer must be compliant with all conditions of Scheme accreditation.

Failure to meet this condition will result in the Tender Response being declared inadmissible for further assessment.

1.14 Building Code 2013 and Supporting Guidelines

Option 1– Not Applicable

The Tenderer is not required to carry out the Works using the Building Code 2013 and the Supporting Guidelines to the Building Code 2013.

Option 2– Applicable

The Tenderer's attention is drawn to the Building Code 2013 ('**Building Code**') and the Supporting Guidelines to Building Code 2013 ('**Supporting Guidelines**'). Copies of the Code and Guidelines are available at:

www.employment.gov.au/BuildingCode2013

The Tenderer is required to comply with the Building Code and Supporting Guidelines in participating in the RFT. It is also a condition of participation in the RFT that, at the time they lodge their Tender Response, the Tenderer must not have been:

- a) precluded from tendering for Australian Government funded work; or
- b) specifically excluded from participating in this RFT.

Failure to meet this condition will result in the Tender Response being declared inadmissible for further assessment.

1.15 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.

1.15.1 Apprentices and Trainees

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

1.15.2 Indigenous requirements for Regional Councils

Option 1 – Not Applicable

Not Applicable.

Option 2 – Applicable

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 Works.

1.15.3 Indigenous Development Plan

Option 1– Not Applicable

The Tenderer is not required to submit an Indigenous Development Plan.

Option 2– Applicable

The Works have been identified as an opportunity to develop employment outcomes for Indigenous Territorians. 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 further assessment.

1.16 Industry Participation Plan

Option 1 – Not Applicable

The Tenderer will not be required to enter into an Industry Participation Plan.

Option 2 – Applicable

In accordance with the NT Government's framework of Building Northern Territory Industry Participation, Tenderers are required to demonstrate their commitment to local participation, in

relation to the Works to be completed, in their Tender Response. The successful Tenderer will be required to agree to an Industry Participation Plan to accompany the Contract.

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

1.17 Signing Documents

The Tenderer is required to 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.

1.18 Lodgement of Tender Response

1.18.1 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.

For enquiries about lodgement contact	Name	Tenders Manager
	Telephone	(08) 8999 1934
	Email	CAPSAssist@nt.gov.au

1.18.2 Documents to be Lodged

The Tenderer will complete in full, and submit one copy of the documents listed below.

Failure to provide all documents may result in the Tender Response being declared inadmissible for assessment.

Documents to be Lodged
Tenderer's Details Declaration by Tenderer Response to Assessment Criteria ##

1.18.3 Inadmissibility

Unless otherwise specified, Tender Responses provided to the Principal using a method that is not specified in clause 1.18.1, 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.

1.18.4 Closing Time and Date

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

1.18.5 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.

1.19 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.

1.20 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.

1.21 Changes to the Conditions

1.21.1 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.

1.21.2 Conditions of Contract

Option 1 Changes Not Allowed

Tenderers are not permitted to request changes, or propose alternatives to the Conditions of Contract applicable to the RFT. If a Tenderer does so, the Tender Response may be declared inadmissible for further assessment.

Option 2 Changes Allowed

Tenderers may request changes, or propose alternatives to the Contract.

Where Tenderers request changes to the Contract or propose alternative conditions of contract, they are required to 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.

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

1.22 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 this clause 1.22.

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 completing similar Works and the extent to which previous undertakings were achieved.
 - ii. Standard and quality of Works previously completed.
 - 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 completion of the Works within timeframes specified.
 - ii. Vulnerabilities to the completion timeframe.
- c) Capacity:
 - i. Ability to complete the Works 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 Development and Value Adding:
 - i. Enhancement of industry and business capability in the Northern Territory.
 - ii. Improved capacity and quality in carrying out the Works.
 - iii. Accredited training programs currently supported by the Tenderer or that will be supported or utilised in carrying out the Works.
 - iv. Proposed level of usage of apprentices and trainees in carrying out the Works.
 - v. Proposed number of jobs for Territorians that will be supported or utilised in carrying out the Works.
 - vi. Proposed level of involvement of local Indigenous enterprise in the Works.
 - 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 Works being carried out. Scope Specific Criteria could include, but are not limited to, environmental issues or requirements, technical requirements and specific experience and expertise applicable to the Works required.
- g) Price:
 - i. Upfront costs.
 - ii. Through-life costs, for example:
 - Cost of ongoing training of Agency staff; 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.

1.22.1 Disclosure of Weightings

Assessment criteria and percentage weightings applicable to the RFT are as follows:

Conditions of Tendering

Past Performance	#%
Timeliness	#%
Capacity	#%
Local Development & Value Adding	#%
Innovation	#%
Scope Specific Criteria	#%
Price	#%
TOTAL	100%

1.23 Conduct of the Assessment

1.23.1 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.

1.23.2 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 carry out the Works.

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.

1.23.3 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.

1.24 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.

1.25 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 acceptance of its Tender Response the Tenderer will comply with clause 6.2 of 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 Works.

1.26 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.

1.27 Specific Site Conditions - Royal Darwin Hospital

Optional – Applicable if Specified

The Tenderer is required to inspect the site of the Works and become familiar with the "Royal Darwin Hospital Site Rules for Contractors, Sub-contractors 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 be undertaken in accordance with clause 1.4 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 aware of and comply with the Site Rules and their application.

1.28 Specific Site Conditions - Katherine Hospital

Optional – Applicable if Specified

The Tenderer is required to inspect the site of the Works 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 be undertaken in accordance with clause 1.4 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 aware of and comply with the Site Rules and their application.

1.29 Specific Site Conditions - Gove District Hospital

Optional – Applicable if Specified

The Tenderer is required to inspect the site of the Works 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 be undertaken in accordance with clause 1.4 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 aware of and comply with the Site Rules and their application.

1.30 Specific Site Conditions - Tennant Creek Hospital

Optional - Applicable if Specified

The Tenderer is required to inspect the site of the Works 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 be undertaken in accordance with clause 1.4 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 aware of and comply with the Site Rules and their application.

1.31 Specific Site Conditions - Alice Springs Hospital

Optional – Applicable if Specified

The Tenderer is required to inspect the site of the Works 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 be undertaken in accordance with clause 1.4 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 aware of and comply with the Site Rules and their application.

1.32 Specific Site Conditions - Uluru – Kata Tjuta National Park

Optional – Applicable if Specified

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

Attention: Works and Contracts Officer
Telephone: (08) 8956 1100
Facsimile: (08) 8956 2064

1.33 Specific Site Conditions - Kakadu National Park

Optional – Applicable if Specified

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
Attention: Works and Contracts Officer
Telephone: (08) 8938 1120
Facsimile: (08) 8938 1115

1.34 Specific Site Conditions - Workers Accommodation Jabiru

Optional – Applicable if Specified

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

1.35 Specific Site Conditions - Groote Eylandt

Optional – Applicable if Specified

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.

1.36 Specific Site Conditions - Work on Communities

Optional – Applicable if Specified

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.

1.37 Specific Site Conditions - NT Correctional Centres

Optional – Applicable if Specified

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 or
Alice Springs: (08) 8951 8911

Inspection of the site is to be undertaken in accordance with clause 1.4 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 made aware of and comply with the Site Rules and their application.

1.38 Specific Site Conditions - NT Schools

Optional – Applicable if Specified

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 be undertaken in accordance with clause 1.4.

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.

1.39 Specific Site Conditions - Parliament House

Optional – Applicable if Specified

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

Inspection of the site is to be undertaken in accordance with clause 1.4.

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.

1.40 Specific Site Conditions - NT Police Fire and Emergency Services Assets

Optional – Applicable if Specified

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: (08) 8922 3301

Inspection of the site is to be undertaken in accordance with clause 1.4 and in conjunction with the OIC of the NTPFES facility.

The successful Tenderer will be required to comply with the Site Rules (which may include a Criminal History Check) 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.

1.41 Specific Site Conditions - Darwin Port Corporation Assets

Optional – Applicable if Specified

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:

Darwin Port Induction System: <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 be undertaken in accordance with clause 1.4.

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.

1.42 Specific Site Conditions - Aerodromes

Optional – Applicable if Specified

Tenderers are advised that restrictions may apply to entering and working in an 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

1.43 Specific Site Conditions - Defence Areas

Optional – Applicable if Specified

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.

1.44 Specific Site Conditions - Special Security Conditions

Optional – Applicable if Specified other than those mentioned above

Tenderers are advised that there are restrictions on carrying out work in the site(s) relevant to the Works.

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

1.45 Tender Price Mark-Up – Escrow Documents

Optional – Applicable if Specified

Tenderers shall be prepared to submit complete documentation of all backup information used in the preparation of their Tender Response price. This material is hereinafter referred to as the Escrow Documents.

Tenderers may submit Escrow Documents in their usual cost estimating format; a standard format is not required. However, sufficient detail shall be included to ensure that the Escrow Documents are adequate to enable complete understanding and proper interpretation of their content.

The Escrow Documents shall clearly itemise and separate the estimated cost of performing each item contained in the RFT Response Schedules. Scheduled items should be separated into sub-items as required to present a detailed cost estimate. Labour, equipment, estimated quantities, and rates of production shall be detailed. Increments of cost shall include but not be limited to such items as direct labour, permanent materials, supplies and consumables, subcontracts, equipment charges, and allocations of overheads and profit. Plant and equipment and indirect costs should be detailed. All costs included in the Tender Response price must be specifically identified and methods of allocation described.

The Escrow Documents shall include all quantity takeoffs, calculations of rates of production and progress, copies of quotes from subcontractors and suppliers, memoranda narratives and all other information used by the Tenderer to arrive at the prices included in the Tender Response.

As required Escrow Documents shall be lodged with the Principal in a sealed container within twenty-four (24) hours of notice to provide them. Each container shall be clearly marked on the outside with the Tenderer's Name, date of lodgement, RFT title, RFT number and the words "Escrow Documents".

The Escrow Documents shall include a certificate from the Tenderer stating that they include all of the documentary information used in the preparation of the Tender Response.

The Escrow Documents of the preferred Tenderer will be opened by the Tenderer for joint examination during tender assessment interview. This examination is to ensure the documents are legible and complete. Should the examination indicate that any data is incomplete or missing the Tenderer shall supply it within twenty-four (24) hours or as directed.

Upon completion of the examination receipt of the Escrow Documents will be acknowledged by the Principal and the documents placed in escrow for the life of the Contract as mutually agreed. Any storage costs will be paid by the Principal.

It is acknowledged by the Tenderer and the Principal that the Escrow Documents are the property of the Tenderer, are confidential and will not form part of the Contract. They may only be examined at a time deemed necessary by the Principal and the successful Tenderer to assist in the settlement of disputed claims on the Contract related to the documents and are to be used solely for this purpose.

The Escrow Documents will be returned to the successful Tenderer when the Contract is certified as complete and security deposit returned.

Escrow Documents from unsuccessful Tenderers will be returned unopened upon the award of the Contract.