

# Conditions of quoting

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# 1. Interpretation of Terms

Unless the contrary intention is indicated these Conditions of Quoting 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 RFQ 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 Quoting 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 RFQ prior to the stated time and date for closing of the RFQ.

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

**'Contract'** means the document titled 'Conditions of Contract' and referenced or contained in this RFQ.

**'Principal'** means the Northern Territory of Australia.

**'RFQ'** means the request for quotation 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 RFQ.

**'Quotation'** means all documents lodged by the Respondent in response to the RFQ.

**'Respondent'** means the person lodging a Quotation.

## 2. Preparing a Quotation

### 2.1. General Requirements

Each Quotation 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 Quotation being declared inadmissible for assessment.

Quotations should contain:

- a) if the Respondent is one or more individuals, the full names of each party;
- b) if the Respondent is one or more company or organisation, each company, business or trading name and each 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 Respondent in connection with its Quotation and any subsequent contract arising out of acceptance of the Quotation.

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

## 2.2. Respondents to Inform Themselves

Respondents must, at their own expense, inform themselves of all circumstances and conditions relating to submitting a Quotation 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 RFQ documentation.

## 2.3. Quotation Costs

The Respondent is responsible for all costs associated with preparing a Quotation.

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

## 2.4. Compliance with NT Procurement Code

In preparing its Quotation, submitting its Quotation and throughout the quoting period the Respondent must comply with the Northern Territory Procurement Code ('Code').

A copy of the Code is available at:

<https://nt.gov.au/industry/government/procurement-conditions-framework/procurement-code>

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

## 2.5. Enquiries

Should the Respondent

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

the Respondent 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 RFQ.

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

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

## 2.6. Probity Advisor

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

## 2.7. Addendum

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

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

It is the sole responsibility of Respondents to ensure that their 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 Respondent primarily on the basis of the Quotations lodged but will also take into consideration any other information publicly available or known to the Principal. Accordingly, Respondents should provide their best offer in their Quotation.

## 3. Quotation Validity

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

On expiry of the validity period:

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

## 4. Site Inspection

The Principal may provide Respondents with 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 Respondent 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 Respondent they represent.

If the Annexure specifies that attendance at a Site Inspection is required, then Respondents are required to attend at the time, date and location specified. Each Respondent 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 Respondent's Quotation being declared inadmissible for assessment.

## 5. Industry Briefing

The Principal may provide Respondents with 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 Respondent 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 Respondent they represent.

If the Annexure specifies that attendance at an Industry Briefing is required then Respondents are required to attend at the time, date and location specified. Each Respondent 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 Respondent's Quotation being declared inadmissible for assessment.

## 6. Industry Accreditation

Where specified in the Annexure, the Respondent is required, at the time and date for closing of the RFQ, 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 Respondent's Quotation.
- b) For a period contract, the:
  - i. six (6) monthly value of the Respondent's Quotation; or
  - ii. if the Supplies are for a period of less than 6 months, total value of the Quotation,

in a CAL category and group described in the Annexure.

The Quotation should include the Respondent's CAL registration number.

If, at the time and date for closing of the RFQ, the Respondent requires an upgrade of the rating of its existing CAL accreditation, in a category and group specified, the Respondent has seven (7) calendar days from the stated time and date for closing of the RFQ 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 Respondent to obtain CAL accreditation in a new CAL category and group after the stated time and date for closing of the RFQ.

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

The Respondent must ensure that each sub-contractor engaged in the provision of Supplies equal to or greater than \$100,000 is accredited or recognised by CAL at the time and date of closing of the RFQ.

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 Quotations

Respondents may submit an alternative Quotation, which does not conform with the requirements of the RFQ ('Alternative Quotation'), if permitted by the Annexure.

Where the Annexure requires that an Alternative Quotation is accompanied by a Quotation which conforms with the requirements of the RFQ, the Respondent is required to submit a conforming Quotation with the Alternative Quotation.



Alternative Quotations should be clearly identified as an “Alternative Quotation”.

If Alternative Quotations are permitted by the Annexure, Respondents 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 Quotation (for example specific items of the Supply may be excluded, or alternatives may be limited to specified items of the Supply).

The Respondent may include any supplementary material to demonstrate how an Alternative Quotation will fully achieve or exceed the Principal’s requirements.

## 8. Part Offer and Part Acceptance

Unless otherwise stated in the Annexure, Respondents 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 Quotation at the price or prices submitted unless the Respondent 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 Quotation being declared inadmissible for assessment.

### 9.2. Estimated Quantities

Unless otherwise specified, any quantities given in the RFQ are not guarantees as to the amount of work to be provided to the successful Respondent, 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 Quotation price) is considered well below or above the median price or the Principal’s estimated value, the Respondent may be requested to confirm the quoted price or respond to questions regarding particular aspects of the Quotation. The Respondent 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 Quotation; or
- b) where there is evidence that acceptance of the Quotation may result in an unacceptable contract outcome or pose a substantial risk to the provision of the Supplies or the sustainability of the Respondent, set the Quotation aside from further assessment.

## 9.4. Competitive Neutrality

Government owned businesses, Local, Territory, State and Federal Government agencies and authorities responding to this RFQ must submit two prices against each item in the pricing schedule. One price is to be the quoted 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:

<https://nt.gov.au/industry/government/procurement-conditions-framework/competitive-tendering-guidelines>

## 10. Conflict of Interest

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

Respondents must declare any Conflict in their Quotation.

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

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

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

- a) declare the Quotation 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 RFQ 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. Local Content

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.

### 13.1. Apprentices and Trainees

Where specified in the Annexure, the Respondent will, if awarded the Contract, employ and train, or maintain 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 will only be recognised for assessment purposes if:

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

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

- directly employ apprentices/trainees;
- utilise group training scheme apprentices/trainees;
- utilise sub-contractors apprentices/trainees; or
- 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:

Workforce NT  
Department of Trade, Business and Innovation  
2nd Floor, Development House,  
76 the Esplanade  
DARWIN NT 0800  
Telephone: (08) 8935 7707  
email: [workforceNT.DTBI@nt.gov.au](mailto:workforceNT.DTBI@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  
38 Woods Street  
DARWIN NT 0800  
Telephone: (08) 8935 8200  
Facsimile: (08) 8935 8231  
email: [darwin@aannt.com.au](mailto:darwin@aannt.com.au)

Or

GPO Box 3049  
DARWIN NT 0801

Or

2/9 Whittaker Street  
ALICE SPRINGS NT 0870  
Telephone: (08) 8955 6955  
Facsimile: (08) 8953 4090  
Email: [alice@aannt.com.au](mailto:alice@aannt.com.au)

## 13.2. Indigenous Development Plan

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

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

## 13.3. Indigenous requirements for Regional Councils

Where specified in the Annexure, the Respondent 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.

## 14. Signing Documents

The Respondent must sign its Quotation as indicated below:

- a) If the Respondent 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 Quotation.
- 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 latter evidence of the authority of those proprietors to bind the firm may be required by the Principal.

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

## 15. Lodgement of Quotation

### 15.1. Lodgement

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

- a) facsimile, directed to the facsimile number stated on the cover of the RFQ; or
- b) electronically, against the corresponding Quotation number using Quotations and Tenders Online eLodgement through the address stated on the cover of the RFQ or if the Principal has approached a specific Respondent(s) and provided access to the RFQ through a link or web address, electronically using the link or address provided.

Failure to comply with the above requirements may result in the Quotation being declared inadmissible for assessment.

If, for any reason, a part of a Quotation (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 Quotation.

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

### 15.2. Closing Time and Date

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

## 15.3. Late Quotations

Quotations are to be received, in full, by the time and date for closing of the RFQ.

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

## 16. Admissibility

### 16.1. General

Unless otherwise specified, if a Respondent fails to comply with a requirement as set out in these Conditions of Quoting, their Quotation may be declared inadmissible for assessment.

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

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

### 16.2. Bankruptcy / Insolvency

The Principal may, in its absolute discretion, declare a Quotation inadmissible for assessment in circumstances where the Respondent is bankrupt or in liquidation.

### 16.3. Improper Conduct

The Principal may, in its absolute discretion, declare a quotation inadmissible for assessment where, in the reasonable opinion of the Principal (being based on fact or a reasonable belief), the Respondent has engaged in "improper conduct" as that term is defined in the *Independent Commissioner Against Corruption Act 2017* (NT).

## 17. Ownership of Documents

All Quotations become the property of the Principal upon submission and will not be returned to Respondents.

By lodging a Quotation, a Respondent licenses the Principal to reproduce the whole or any portion of the Quotation for the purposes of the conduct of the RFQ, 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 exist in the Quotation.

## 18. Changes to the Conditions

### 18.1. Conditions of Quoting

Respondents are not permitted to request changes or propose alternatives to these Conditions of Quoting. Any Respondent who proposes a change will be requested to withdraw the change in order to comply with the Conditions of Quoting. If the changes are not withdrawn the Quotation will be declared inadmissible for assessment.

### 18.2. Conditions of Contract

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

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

Where Respondents request changes to the Conditions of 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 Quotation will be assessed on that basis. If the requested changes or the alternative conditions of contract are not acceptable to the Principal, the Quotation may not be successful.

If the Annexure states that changes to the Conditions of Contract or alternative conditions of contract are not permitted, any Respondent requesting changes to the Conditions of Contract, or proposing alternative conditions may be requested to withdraw the changes in order to comply with the Conditions of Quoting. If the changes are not withdrawn the Quotation may be declared inadmissible for assessment.

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

## 19. Assessment Criteria

Selection of the successful Respondent will be based on a best value for Territory assessment of the Quotation against the 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 RFQ.

- 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 sub-contractors.
  - 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 Respondent 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. Proposed level of usage of Territory Enterprises as sub-contractors or suppliers.
  - viii. Regional development opportunities.
  - ix. Any Northern Territory research and development proposals being undertaken or proposed by the Respondent.
- 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, technical requirements of the Services, environmental issues or 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.
  - iv. Where a shortlisting process is utilised, price will not be the only determining factor.

## 20. Conduct of the Assessment

### 20.1. General

The Principal may disclose information acquired or developed during the assessment process (including a copy of the Quotation) to Ministers and other Government representatives, consultants, advisors, other Agencies and statutory authorities for the purpose of the assessment, clarification, negotiation and reporting of this RFQ and in order to comply with the law and enable effective management, review or auditing of the Principal's activities.



## 20.2. Clarification and Additional Information

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

The Respondent 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 Quotation being declared inadmissible for further assessment.

## 20.3. Security, probity and financial checks

The Principal reserves the right during any part of the assessment of Quotations to perform such security, probity and financial investigations and checks as the Principal may determine are necessary in relation to Respondents, their employees, officers, partners, associates, sub-contractors or related entities and their employees, officers and sub-contractors. These checks may include (without limitation):

- 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.

Respondents 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 Quotation inadmissible for further assessment if the Respondent does not promptly provide all reasonable assistance to the Principal in this regard or based on the outcomes of the investigations or checks.

## 21. Negotiations

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

## 22. Notification of Acceptance

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

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

Unless otherwise specified, the Notice of Acceptance forms a binding agreement between the Principal and the successful Respondent 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 Quotation.

A Respondent 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 Quotation, including the name and address of the Respondent, value of the contract awarded and a description of the Supplies.

Respondents may request a debriefing as to why their Quotation was successful. This is for the purpose of assisting Respondents to improve their competitiveness for future Quotations.

Information will be confined to discussion of the Respondent's Quotation and under no circumstances will information relating to another Quotation be disclosed.

## 23. Unsuccessful Quotations

Unsuccessful Respondents will be informed in writing of the outcome of their Quotation at the conclusion of the RFQ process.

Respondents may request a debriefing as to why their Quotation was unsuccessful. This is for the purpose of assisting Respondents to improve their competitiveness for future Quotations.

Information will be confined to discussion of the Respondent's Quotation and under no circumstances will information relating to another Quotation be disclosed.

## 24. Site Specific Conditions

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

### 24.1. Royal Darwin Hospital

The Respondent is required to inspect the site of the Supplies and become familiar with the "Royal Darwin Hospital Site Rules for Contractors, Subcontractors and Tradespersons" ('Site Rules'), and the Health Department Network Policy document "Hospital Network: Infection Control during Construction, Renovation and Maintenance" ('Infection Control Policy'), prior to Quotation.

Copies of the Site Rules and Infection Control Policy are available from the hospital's Major Projects Manager Engineering Services (MPMES) or Engineering Manager (EM).

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

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

### 24.2. Palmerston Regional Hospital

The Respondent is required to inspect the site of the Supplies and become familiar with the "Palmerston Regional Hospital Site Rules for Contractors, sub-contractors and Tradespersons" ('Site Rules') and the Health Department Network Policy document "Hospital Network: Infection Control during Construction, Renovation and Maintenance" ('Infection Control Policy'), prior to Quotation.

Copies of the Site Rules and Infection Control Policy are available from the Engineering Services Manager (ESM).

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 Respondent will be required to agree in writing to comply with the Site Rules and Infection Control Policy and to ensure that its employees and sub-contractors undertaking work within the Palmerston Regional Hospital are made aware of and comply with the Site Rules and the Infection Control Policy and their application.

### 24.3. Katherine Hospital

The Respondent 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') and the Health Department Network Policy document “Hospital Network: Infection Control during Construction, Renovation and Maintenance” ('Infection Control Policy'), prior to Quotation.

Copies of the Site Rules and Infection Control Policy are available from the Engineering Services Manager (ESM).

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

### 24.4. Gove District Hospital

The Respondent 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') and the Health Department Network Policy document “Hospital Network: Infection Control during Construction, Renovation and Maintenance” ('Infection Control Policy'), prior to Quotation.

Copies of the Site Rules and Infection Control Policy are available from the Engineering Services Manager (ESM).

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

### 24.5. Tennant Creek Hospital

The Respondent 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') and the Health Department Network Policy document “Hospital Network: Infection Control during Construction, Renovation and Maintenance” ('Infection Control Policy'), prior to Quotation.

Copies of the Site Rules and Infection Control Policy are available from the Hospital Maintenance Manager (HMM).

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

## 24.6. Alice Springs Hospital

The Respondent 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') and the Health Department Network Policy document "Hospital Network: Infection Control during Construction, Renovation and Maintenance" ('Infection Control Policy'), prior to Quotation.

Copies of the Site Rules and Infection Control Policy are available from the Manager Engineering Services (MES).

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

## 24.7. Uluru – Kata Tjuta National Park

The Respondent is required to become familiar with the Territory Parks and Wildlife Conservation Act, the *Environment Protection and Biodiversity Conservation Act 1999* and the Preliminary Checklist and its Guidelines which are available from:

Uluru – Kata Tjuta National Park  
PO Box 119  
YULARA NT 0872  
Attention: Works and Contracts Officer  
email: [uluru.info@environment.gov.au](mailto:uluru.info@environment.gov.au)

## 24.8. Kakadu National Park

The Respondent is required to become familiar with the Territory Parks and Wildlife Conservation Act, the *Environment Protection and Biodiversity Conservation Act 1999* and the Preliminary Checklist and its Guidelines which are available from:

Kakadu National Park  
PO Box 71  
JABIRU NT 0886  
Telephone: (08) 8938 1120  
Facsimile: (08) 8938 1115  
email: [kakadunationalpark@environment.gov.au](mailto:kakadunationalpark@environment.gov.au)

## 24.9. Workers Accommodation Jabiru

The Respondent 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 9488  
 email: info@westarnhem.nt.gov.au

## 24.10. Groote Eylandt

Respondents are advised that there are restrictions on carrying out work in this area. It is the Respondent'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 quoted price.

The Respondent is required to submit with its Quotation, written confirmation that its 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 Quotation being set aside from further assessment.

## 24.11. Work on Communities

Respondents are advised that restrictions may apply to entering and working in an Aboriginal Community. It is the Respondent's responsibility to ascertain from the relevant Community Council or Land Council 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 Respondent.

A Volatile Substance Abuse Management Plan may apply in and/or near the area of the works. Information can be found at <https://health.nt.gov.au/professionals/alcohol-and-other-drugs-health-professionals/volatile-substances>.

## 24.12. NT Correctional Centres

The Respondent is required to become familiar with the Northern Territory Correctional Services publication titled: "Application for Authorised Entry to Northern Territory Correctional Service Institutions" ('Site Rules') which is available from:

Northern Territory Correctional Services  
 Level 3 Heritage Apartments  
 6 Knuckey Street  
 DARWIN NT 0800  
 Attention: Chief Correctional Officer – Security  
 Telephone: Darwin (08) 8928 7598  
 Alice Springs: (08) 8951 8939

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 Respondent 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.

### 24.13. Territory Families Youth Detention Centres

The Respondent is required to become familiar with the Territory Families Youth Justice publications, titled "Centre Rules", and "Youth Detention Centre Induction" which are available from:

Territory Families  
Don Dale Youth Detention Centre  
PO Box 37037  
BERRIMAH NT 0820  
Attention: Superintendent  
Telephone: Darwin (08) 8922 0400

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

The successful Respondent 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 Detention Centre are aware of and comply with the Centre Rules and their application.

All persons entering the site must present a valid current Working With Children Clearance Notice (Ochre Card).

### 24.14. NT Schools

The Respondent is required to become familiar with the "Site Rules for Contractors Entering School Premises" ('Site Rules') copies of which are available from <https://education.nt.gov.au/education/policies/site-rules-for-contractors-entering-school-premises> or the relevant School Principal, prior to submitting a Quotation.

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

All persons required to enter the site in connection with the Services must hold a valid current working with children Clearance Notice (Ochre Card) issued by Safe NT. The Ochre Cards must be shown to the Superintendent or nominated representative at the school induction. A copy of each Ochre Card must be provided to the Superintendent.

The successful Respondent 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.

### 24.15. Parliament House

The Respondent is required to become familiar with the "Parliament House Induction Manual and Site Rules for Contractors" ('Site Rules'), available from the security reception desk in Parliament House, or by email: [labuildingmanagement@nt.gov.au](mailto:labuildingmanagement@nt.gov.au) prior to submitting a Quotation.

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

The successful Respondent 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.

## 24.16. NT Police Fire and Emergency Services Assets

The Respondent 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 4 and in conjunction with the Officer In Charge of the NTPFES facility.

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

## 24.17. Aerodromes

Respondents should make themselves familiar with the provisions of Part 139 - Aerodromes of the Civil Aviation Safety Authority document Manual of Standards (MoS) issued by Air Services Australia. Chapters 6 and 10 are particularly relevant. Only the provisions directly related to the execution of this contract will apply. The MoS document can be accessed via the web link shown below.

Further guidance is available from Aerodrome Reporting Officers' Manuals which can be accessed via <https://transport.nt.gov.au/infrastructure/technical-standards-guidelines-and-specifications/technical-specifications> .

The successful Respondent must check that the information is current at the time the works are undertaken.

For an aerodrome landing area (ALA), inspections and works are to be carried out in accordance with the Civil Aviation Safety Authority (CASA) advisory publication CAAP 92 - 1 (1) available via <https://www.casa.gov.au/rules-and-regulations/standard-page/civil-aviation-advisory-publications> , Civil Aviation Orders, Part 82, Section 82.3, Appendix 3 available via <https://www.casa.gov.au/rules-and-regulations/landing-page/current-rules> , where applicable and all applicable CASA Directives.

For registered aerodromes, inspections and works are to be carried out in accordance with the CASA publication Manual of Standards (MOS) Part 139, Chapter 12.1.7 'Aerodrome works'.

For unregistered Aeroplane Landing Areas (ALA) inspections and works are to be carried out in accordance with CASA - MOS Part 139 Chapter 10.10 'Aerodrome Works Safety'.

All works are to be carried out to meet the specified performance criteria.

This includes inspection, monitoring and reporting on the condition of the aerodrome to ensure its continual compliance with the requirements of the MOS Part 139 Section 10.

The successful Respondent must ensure the aerodrome is in a condition that complies with the requirements of the Civil Aviation Regulations (CAR) and all applicable CASA Directives.

## 24.18. Defence Areas

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

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

## 24.19. Security Conditions

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

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

## 25. 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 RFQ.

Respondents 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 Quotation a price for the Supplies to be provided by that specified sub-contractor. Respondents 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.