



Victoria Daly
REGIONAL COUNCIL

REQUEST FOR QUOTATION

RFQ NUMBER	Q-09-2023
RFQ TITLE	Repairs & Maintenance for Community Housing in Lingara (7 Properties)
CLOSE DATE	2.00 PM (NT Time) FRIDAY, 28TH OF JULY 2023 (LATE QUOTATIONS MAY NOT BE ACCEPTED)

HOW TO RESPOND TO THIS REQUEST FOR QUOTATION

Complete the Quotation Response Schedules provided. This will become your Quotation which may be lodged in the following way:

By email: operations@vicdaly.nt.gov.au

The details of the winning bid will be published on the council's website.

1 CONDITIONS OF QUOTING

The Conditions of Quoting applicable to this RFQ are the **Northern Territory Government Conditions of Quoting 5.5 (1 July 2020)** which conditions are incorporated by reference with the same force and effect as though fully set out in this document.

1.2 Quotation Shortlisting Process

All admissible Quotation Responses will be subject to the shortlisting process as follows.

- a) Quotation Responses will be shortlisted based on:
 - i. completeness of response.
 - ii. past performance.
 - iii. whether the Quotation Response presents an acceptable level of risk to the principal.
 - iv. price.
- b) The principal reserves the right, in its absolute discretion, to shortlist any number of Quotation Responses, including one or more, all or none of the Quotation Responses.
- c) The principal is not obliged to shortlist the lowest priced Quotation Responses.
- d) The principal reserves the right, in its absolute discretion, to shortlist Quotation Responses by taking into account any other factors it deems necessary and appropriate.
- e) The principal reserves the right at its absolute discretion, to remove a Quotation Response from the shortlist at any time for any reason and will notify the Respondent of its removal from the shortlist without any obligation to provide reasons for the removal.

1.2 Shortlisted Quotation Responses

- a) If a Quotation Response is shortlisted, then proceed to the detailed assessment.
- b) The Successful Respondent will be notified in writing by the principal.

1.3 Non-shortlisted Quotation Responses

- a) Where a Quotation Response is not shortlisted, the Respondent will be notified in writing by the principal of that fact.
- b) Non-shortlisted Quotation Responses will be held in reserve to be considered in the event that the principal elects not to proceed with any Shortlisted Quotation Responses.

2 CONDITIONS OF CONTRACT

The Conditions of Contract applicable to this RFQ are the **Northern Territory Government Conditions of Contract – Quotation - Works 5.4 (November 2019)**

Respondents please note:

Sections 1 and 2 comprising the Conditions of Quotation and Conditions of Contract electronic copies are available at:

<https://nt.gov.au/industry/procurement/understanding-the-rules>

CONDITIONS OF CONTRACT

Detailed below are the specific requirements applicable to this RFQ.

Q01	For enquiries contact	Name	Keerthi Kumarawadu
		Telephone	0477865102
		Email	Keerthi.kumarawadu@vicdaly.nt.gov.au
Q02	Contact for Inspection of Site	Highly recommended	
Q03	Quoting Validity Period	60 Days	
Q04	Alternative Quote	Alternative Quotes are allowed	
	Conforming Quote Required	Yes	
Q05	Part Offer Acceptable	No	
Q06	Apprentices and Trainees	No	
Q07	Indigenous Employment	No	
Q08	Percentage Weightings and Assessment Criteria	Not applicable	
		Price	50%
		Past Performance	20%
		Capacity	15%
		Site visit	15%
		TOTAL	100%
Q09	Site Specific Conditions		
	Work on Communities	Yes	
	Aerodromes	Not Applicable	
Q10	Specified Sub-Contractors	No	
	Component of Work	Not Applicable	

Conditions of Contract

C01	Basis of Payment	Lump Sum	
C02	Superintendent is	Title	Director Council Operations
		Address	29 Crawford Street, Katherine. NT. 850
		Email	matthew.cheminant@vicdaly.nt.gov.au
C03	Time for Commencement	14 Days	
C04	Time for Completion	2 Weeks	
C05	Public Liability Insurance required	\$10,000,000.00	

3 PRELIMINARY CLAUSES

SCOPE OF THE WORK

Plumbing:

Project Description:

The plumbing scope of work encompasses the installation, repair, maintenance, and/or modification of plumbing systems within the designated project area. This includes but is not limited to the supply, distribution, and drainage of water, as well as the installation and connection of fixtures, pipes, valves, pumps, and related components necessary for the functioning of the plumbing system.

Responsibilities of the Contractor:

- The contractor agrees to perform the following tasks and fulfill the corresponding responsibilities within the defined project area:
- Provide skilled and licensed plumbers who are knowledgeable in the applicable plumbing codes, regulations, and best practices.
- Conduct a thorough assessment of the existing plumbing system and collaborate with the client to determine the specific requirements and objectives of the project.
- Prepare detailed plumbing plans and designs, including material specifications, equipment selection, and layout considerations, subject to the prior approval.
- Procure all necessary permits, licenses, and approvals required for the execution of the plumbing work in compliance with local, state, and national regulations.
- Supply all required materials, tools, equipment, and labour necessary to carry out the plumbing work, unless otherwise agreed upon with the council.
- Execute the installation, repair, modification, and maintenance of the plumbing system in a professional and timely manner, adhering to industry standards and quality guidelines.
- Conduct appropriate testing and inspections to ensure the proper functioning and compliance of the plumbing system.
- Provide the council with necessary documentation, such as record drawings, as-built plans, operation manuals, and warranties for the plumbing installations.
- Adhere to any additional terms, conditions, and specifications as per the RFQ document.

Amendments and Changes:

- Any amendments, changes, or deviations from this preliminary plumbing scope of work must be agreed upon in writing by both parties and incorporated into a formal contract or agreement.

Electrical:

Project Description:

The electrical scope of work encompasses the installation, repair, maintenance, and/or modification of electrical systems within the designated project area. This includes but is not limited to power distribution, lighting, wiring, switches, outlets, panels, circuit breakers, grounding, and associated components necessary for the functioning of the electrical system.

Responsibilities of the Contractor:

- The contractor agrees to perform the following tasks and fulfill the corresponding responsibilities within the defined project area:
- Provide skilled and licensed electricians who are knowledgeable in the applicable electrical codes, regulations, and best practices.
- Conduct a thorough assessment of the existing electrical system and collaborate with the client to determine the specific requirements and objectives of the project.

PRELIMINARY CLAUSES

- Prepare detailed electrical plans and designs, including load calculations, equipment selection, and layout considerations, subject to the prior approval.
- Procure all necessary permits, licenses, and approvals required for the execution of the electrical work in compliance with local, state, and national regulations.
- Supply all required materials, tools, equipment, and labour necessary to carry out the electrical work, unless otherwise agreed upon with the council.
- Execute the installation, repair, modification, and maintenance of the electrical system in a professional and timely manner, adhering to industry standards and quality guidelines.
- Conduct appropriate testing and inspections to ensure the proper functioning and compliance of the electrical system.
- Provide the client with necessary documentation, such as electrical drawings, as-built plans, operation manuals, and warranties for the electrical installations.
- Adhere to any additional terms, conditions, and specifications as per the RFQ document.

Amendments and Changes:

- Any amendments, changes, or deviations from this preliminary electrical scope of work must be agreed upon in writing by both parties and incorporated into a formal contract or agreement.

Carpentry:

Project Description:

The carpentry scope of work encompasses the installation, repair, maintenance, and/or modification of carpentry elements within the designated project area. This includes but is not limited to framing, doors, windows, trim, cabinetry, shelving, flooring, and other related components necessary for the completion of the carpentry work.

Responsibilities of the Contractor:

- The contractor agrees to perform the following tasks and fulfill the corresponding responsibilities within the defined project area:
- Provide skilled and experienced carpenters who are knowledgeable in the applicable carpentry techniques, codes, regulations, and best practices.
- Conduct a thorough assessment of the project requirements, collaborate with the client to determine the specific objectives, and review any existing plans or designs.
- Prepare detailed carpentry plans, drawings, and specifications, subject to the prior approval.
- Procure all necessary materials, tools, equipment, and labour required for the execution of the carpentry work, unless otherwise agreed upon with the council.
- Execute the installation, repair, modification, and maintenance of the carpentry elements in a professional and timely manner, adhering to industry standards and quality guidelines.
- Ensure proper measurements, cutting, fitting, and finishing of carpentry components to achieve the desired aesthetic and functional outcomes.
- Adhere to any additional terms, conditions, and specifications as per the RFQ document.

Amendments and Changes:

Any amendments, changes, or deviations from this preliminary carpentry scope of work must be agreed upon in writing by both parties and incorporated into a formal contract or agreement.

Refer attachment - 1 for detail Scope of Work at Lingara Housing for all Plumbing, Electrical and Carpentry works.

3.1 SITE OF WORKS

Lingara Community -

Refer attachment - 2 for site map.

3.2 SITE RULES - WORK ON COMMUNITIES

Contractors are advised that restrictions may apply to entering and working in an Aboriginal Community.

It is the Contractor's responsibility to ascertain from the relevant Community or Land Council details of any permit's conditions, restrictions, requirements, fees etc. applicable to working in that Community.

All permissions, permits and charges are the responsibility of the Contractor.

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>.

3.3 SCHEDULE OF ATTACHMENTS PROVIDED FOR INFORMATION

The following are made available for the information of Respondent. The respondent is responsible to check and verify the accuracy of any such drawings and documentation:

ATTACHMENT	ATTACHMENT TITLE
Attachment 1	Scope of Work
Attachment 2	Site Map
Attachment 3	Site Photos (houses in Lingara)

3.4 LIGHT AND POWER

Where a suitable electric light and power supply is available the Contractor shall be permitted to use this supply subject to any restrictions imposed by the officer-in-charge or occupier of the site. Where the work is carried out in an occupied residence, the Contractor shall reach agreement, in relation to reimbursement of costs and conditions under which the power may be used, with the tenant of the residence prior to connecting any electrical appliance to the residence's power supply. The Contractor shall promptly pay the tenant all costs agreed relating to the consumption of electric power by the Contractor and sub-contractors.

Where no suitable supply is available the Contractor shall arrange for the supply of all electric light and power required and pay all charges and costs incurred.

3.5 WATER

Where a suitable water supply is available the Contractor shall be permitted to use this supply subject to any restrictions imposed by the officer-in-charge or occupier of the site.

Where no suitable supply is available the Contractor shall arrange for the provision of water required and pay all charges and costs incurred.

3.6 EXISTING STRUCTURES AND SERVICES

The Contractor is not allowed to connection, disconnection or interference with existing building, equipment and services in any circumstances. If required, the operation shall be carried out under the supervision of the Superintendent to whom reasonable notice shall be given by the Contractor of his intention.

3.1 ACCESS TO SITE

Prior to entering the site of the Works, the Contractor shall contact the officer-in-charge of the site to explain the nature of the work to be carried out and for permission to enter to carry out the Works.

In the event of either, being unable to contact the officer-in-charge, or being refused permission to enter the premises the Contractor shall notify the Superintendent.

Work shall not proceed in such areas until further advised by the Superintendent.

RESPONSE SCHEDULES

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COMPLETE ALL SECTIONS AND RETURN

RESPONDENT DETAILS

Legal Entity Name

Trading as

ABN

ACN

CAL Registration Number

(Required only when specified in the annexure)

Address of Place of
Business

Postal Address*

* If successful, this address will be included with the published award details

Telephone

Facsimile

Email Address

Web Site

CONTACT PERSON DETAILS

Name

Position

Telephone

Facsimile

Email Address

RESPONSE SCHEDULES

Business Status

1. Certify to the best of my/our knowledge:
 - a) If the Respondent is an individual, that he or she:
 - (i) is not a bankrupt; or
 - (ii) has not assigned his or her estate for the benefit of creditors.
 - b) If the Respondent is a partnership, no step has been taken to dissolve that partnership.
 - c) If the Respondent is a company:
 - (i) that no application or order has been made for the winding up of the company (whether voluntary or otherwise).
 - (ii) that no resolution has been passed for the winding up of the company; or
 - (iii) that the company is not under:
 - (A) an arrangement and/or reconstruction (i.e., restructuring a public company);
 - (B) an appointed liquidator, provisional liquidator, or administrator.
 - (C) an appointed receiver or manager (or both).
 - (D) official management; or
 - (E) any composition or arrangement or assignment with, or for the benefit of, its creditors or a class of them.

Conflict of Interest Declaration

2. The Respondent warrants and declares that:
 - a) as at the closing time, no Conflict exists between them or their related entities (including parent or subsidiary companies, members of the board or other person in a position of influence in respect of the Respondent), or their immediate family members, and the principal (or the principal's personnel, contractors, consultants, or agents) or is likely to arise during the Request for Quotation process; and
 - b) if any such Conflict arises or becomes likely to arise during the Request for Quotation process, the Respondent will immediately notify the principal.

Offer

3. Having examined and acquired an actual knowledge of the Request for Quotation offer to provide the Services at the amount(s) quoted and in accordance with this Request for Quotation and completed schedules attached.
4. Agree the offer shall remain valid for acceptance for a period of 60 days from the closing date.

If lodging electronically, acknowledge acceptance of the above by placing an "X" in this box

Signature		Date	
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(Not necessary if lodging electronically)

Name		Position	
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(Print name and position in business)

RESPONSE SCHEDULES

Complete the mandatory Lump Sum Price Breakdown Schedule by inserting the prices for each individual part of the work as set out below. All prices, where applicable, must be inclusive of GST.

This Lump Sum Price Breakdown schedule is required for assessment purposes and will be used as a basis for progress payments.

House Number	DESCRIPTION	AMOUNT (Including GST)
Lingara House # 1	Carpentry	\$
	Electrical	\$
	Plumbing	\$
Lingara House # 6	Carpentry	\$
	Electrical	\$
	Plumbing	\$
Lingara House # 8	Carpentry	\$
	Electrical	\$
	Plumbing	\$
Lingara House # 9	Carpentry	\$
	Electrical	\$
	Plumbing	\$
Lingara House # 10	Carpentry	\$
	Electrical	\$
	Plumbing	\$
Lingara House # 11	Carpentry	\$
	Electrical	\$
	Plumbing	\$
Lingara House # 12	Carpentry	\$
	Electrical	\$
	Plumbing	\$
Travel and Accommodation		\$
Total (Including GST)		\$

RESPONSE SCHEDULES

PAST PERFORMANCE

1.1 PREVIOUS EXPERIENCE

i)	<p>Provide details of the business's experience in projects of similar nature, scope and size. Include:</p> <ul style="list-style-type: none">• Contract Number, Title, description / outline of the project, Project Supervisor (clearly identify the similar component of the advertised project)• Details of Project Team (including subcontractors) utilised for the listed projects.• Information on the success of the listed projects (on time, on budget)• Any issues and how they were resolved (times, work safe)

RESPONSE SCHEDULES

2. CAPACITY

2.1 OVERVIEW

	<p>Provide overview of experience of personnel (curriculum vitae's) that will be involved in providing the Requirement. Include:</p> <ul style="list-style-type: none">• business organisation chart• where applicable any specialised skills / qualifications and knowledge of personnel (employee or sub-contractor)

3. SITE VISIT

Please confirm that you attended the site/community previously
YES / NO

Scope of Work for Repair & Maintenance of Community Housing in Lingara (7 Properties)

Lingara House #1:

Carpentry

Bedroom 2:

- Replacement of the ceiling with dimensions of 3.2m x 3.2m.
- Installation of 20mm x 40mm beading for the top, requiring approximately 15 lineal meters.
- Supply and installation of a new set and tamper plate.
- Replacement of the back door (820mm) with a new door, jamb, and hardware.
- Replacement of the front door (820mm) with a new door, jamb, and hardware.
- Installation of door stops throughout the property.
- Servicing of all door locks, including lubrication, adjustment, and any necessary repairs.

Electrical

Exterior:

- Repair the broken conduit on the meter panel.
- Repair the broken conduit under the light fixture.
- Install an earth tag as required.

Kitchen/Lounge

- Replacement of 1 x light fixture with an oyster style light.

Plumbing

- Installation of a new suite to address the low-pressure issue in the toilet.
- Repair of the leak under the kitchen sink.
- Installation of 2 x new washing machine cocks (valves).

Lingara House #6:

Carpentry

- Installation of new front and back entrance sets including locks, handles, and necessary hardware.
- Replacement of one side of the toilet wall with dimensions of 2400mm x 1930mm.
- Installation of 20mm x 20mm corner beading.
- Sheeting of the Bed 2 wall with dimensions of 2400mm x 1200mm, using 6mm ply and screws.
- Servicing of all locks throughout the property, including lubrication, adjustment, and any necessary repairs.

Electrical

Exterior:

- Conduit on the main earth cable at the stake needs to be fixed, and a tag should be installed.

Lounge/Kitchen:

- Repair the conduit on the wall for the fan.
- Re-fix the light switch (replaced mounting block on-site).

Bedroom 2:

- Replacement of the broken light fixture with an oyster style light.
- Replacement of the broken GPO (General Purpose Outlet).

Toilet:

- Replacement of the light fixture with an oyster style light.

Plumbing

Kitchen:

- Installation of new taps for the kitchen sink.

Bathroom:

- Replacement of the overhead shower rose with a new one.

Lingara House #8:

Carpentry

- Replacement of hinges and gate latch for the front gate.
- Rehanging the front gate.
- Installation of a new front screen door.
- Installation of new privacy sets on the new laundry doors (dimensions: 820mm x 2)
- Replacement of the door with a new one (dimensions: 820mm).
- Installation of a new window with dimensions of 1800mm (width) x 1190mm (height), including a screen.
- Installation of an entrance set on the storeroom door.
- Installation of a new door with dimensions of 820mm.
- Installation of a new screen with dimensions of 1850mm x 1250mm.
- Check all door jambs for the presence and condition of striker plates.
- Servicing of all locks throughout the property, including lubrication, adjustment, and any necessary repairs.
- Installation of a new window with dimensions of 1200mm x 1200mm.

Electrical

Exterior

- Update the circuit breakers in the meter panel to RCDs (Residual Current Devices).
- Replacement of 2 front veranda light tubes with 600mm weatherproof (w/p) lights.
- Replacement of the existing lights in the laundry with oyster style lights.
- Installation of a new light fixture (oyster style) for the veranda shower.

Lounge:

- Replacement of 2 x fans with new ones.

Hallway:

- Replacement of smoke alarms with Brooks 10-year battery-operated models.

Bedroom 2:

- Replacement of the fluorescent light with an LED oyster light.

Breezeway:

- Installation of a new smoke alarm (Brooks 10-year model).
- Repair of the loose GPO (General Purpose Outlet) on the mounting block.

Bedroom 4:

- Replacement of the light fixture with an oyster style light.

Plumbing

Inside Bathroom:

- Address the issue of no pressure from the hot water unit, likely caused by a blocked inlet with calcium.
- Investigate and diagnose the blockage in the hot water unit's inlet.
- Clear the blockage by removing calcium deposits or replacing the affected component.
- Test and ensure proper water pressure from the hot water unit to the bathroom.
- Replace the plug and waste in the bath.
- Replace the bath spout.
- Replace the wall assembly in the shower.
- Replace the overhead shower rose.
- Replace the plug and waste in the shower.
- Repair the leaking flush pipe on the toilet.

Outside the bathroom:

- Replace the plug and waste on the basin.
- Replace the plug and waste in the shower.
- Replace the overhead shower rose.

Exterior

- Install a new temperature valve in the storeroom, which has been removed.

Lingara House #9:

Carpentry

- New ceiling in bedroom 1 fire damage 3.6x3.6
- New front door 820 with new entrance set and tamper plate.
- New shower door 820 with new privacy set Front door jamb will need straighten before screen door is measured.
- Louver galleys 1845 x 2 sets
- Screen 1870 x 575
- Re mesh screens throughout Piracy sets on all bedrooms and tamper plates
- Replace broken deck boards on back deck 4.8 90m decking
- Replace back entrance set and tamper plate.

Electrical

External:

- Complete replacement of the meter panel due to exposed wires and separation from the board.
- Replacement of the perished corro above the meter panel.

Lounge

- Replace all four fans in the lounge area.
- Replacement of 2 smoke detectors with new 10-year Brooks models.

Kitchen:

- Replacement of the existing fan in the kitchen.
- Installation of a new gas stove to replace the missing electric stove. Note: Provisions for gas supply are available.

Bed 2:

- Rectification of exposed wires in Bed 2.

Rear Veranda:

- Replacement of the light fixture on the rear veranda.

Plumbing

Inside the bathroom:

- Replace the plug and waste in the shower.
- Replace the plug and waste in the basin.
- Replace the wall assembly in the shower.

Lingara House #10:

Carpentry

- Lounge screen 1200 x 1190 crim safe
- Lounge window 1200 x 1200 tight
- Bathroom floor needs replacing water damage 2.0 x 2.7.
- New door 820 with new privacy set
- Bedroom 3 screen 1200x 1800 crim safe

Electrical

Exterior:

- Removal of random wires from the riser.
- Upgrade circuit breakers to RCDs (Residual Current Devices).
- Installation of a new earth stake behind the dog mesh and installation of an earth tag.

Front Veranda:

- Replacement of 1 x weatherproof 600mm light on the front veranda.

Lounge / Kitchen:

- Replacement of 1 x light with an oyster style light fixture.
- Replacement of the 3-gang switch in the kitchen.

Note: No stove and power socket currently present. Gas connection may have been removed.

Kitchen:

- Repair of the GPO (General Purpose Outlet) on the bench that is coming away from the wall.

Hallway:

- Replacement of the smoke alarm with a hard-wired, 10-year Brooks model.

Breezeway:

- Replacement of 2 x lights with oyster style light fixtures.
- Replacement of the smoke alarm with a hard-wired, 10-year Brooks model.

Storeroom:

- Replacement of the light with an oyster style light fixture.

Bedroom 4:

- Replacement of the light with an oyster style light fixture.
- Replacement of the fan controller cover plate due to cracks.

Bathroom.

- Replacement of the light with an oyster style light fixture.

Plumbing

Inside the bathroom:

- Address the issue of no hot water (not electrically connected).
- Install a new overhead shower rose.
- Install a new bath spout.
- Service the taps in the shower.

Outside the bathroom:

- Replace the flush pipe in the toilet.
- Install a new overhead shower rose.
- Install a new basin set.
- Install new laundry taps.
- Patch air con holes
- Service all locks

Lingara House #11:

Carpentry

- Refit the existing screen in the lounge.
- Installation of a new entrance set for the front door.
- Tightening of hinges on the front door.
- Servicing of all locks throughout the property, including lubrication, adjustment, and any necessary repairs.
- Replacement of the front screen door and side panel.

Electrical

Exterior:

- Full testing and issuance of a Certificate of Compliance (COC) will be required to restore power after the consumer mains were disconnected due to a fallen tree.
- Tagging of the earth connection.
- Upgrading the circuit breaker to RCDs (Residual Current Devices).
- Installation of a door stay on the meter panel.

Veranda Storeroom:

- Replacement of the light fixture with an oyster style light.

Veranda:

- Replacement of 3 x lights with weatherproof 600mm light fixtures.

Veranda Toilet:

- Replacement of the light fixture with an oyster style light.

Inside Toilet:

- Replacement of the light fixture with an oyster style light as it appears to be blown.

Hallway:

- Replacement of the smoke alarm with a hard-wired, 10-year Brooks model.
- Replacement of 2 x light fixtures.

Bed 1:

- Replacement of 2 x lights with oyster style light fixtures.

Bed 2:

- Replacement of 2 x lights with oyster style light fixtures.

Kitchen:

- Install a gas stove to replace the missing stove.
- Replacement of the existing light fixture with an oyster style light.

Lounge:

- Replacement of 2 x light fixtures with oyster style lights.
- Replacement of the 1400 fan.

Plumbing

Outside the bathroom:

- Install a new overhead shower rose.

Kitchen sink:

- Replace the tap and address the leakage issue.
- Install a new tap.
- Inside the bathroom:
- Install new tapware for the basin.

Lingara House #12:

Carpentry

- Polycarp for living room window 700x 1500 cut on site fixed panel and rubber to go around.
- 2 x entrance sets Service or replace locks throughout.
- Bedroom 1 slider cracked 900x1000 rubber to go around.
- Patch holes throughout
- Replace gate on veranda.
- Weld bottom tread on front steps broken off.

Electrical

Exterior:

- Replace meter panel lid.
- Upgrade circuit breakers to RCDs

Veranda:

- Replace light with oyster.

Hallway:

- Replace Smokie (brooks hard wire & 10y)
- Replace 2 x lights with Oysters.

Lounge:

- Replace 2x fan knobs.
- Replace 1 x light oyster.

Veranda Breezeway Room

- 1 x light with oyster
- 1 x fan Controller

Outside the bathroom:

- Install a new laundry spout.
- Install a new overhead shower rose.
- Service the taps in the shower.
- Repair the leak in the toilet.
- Install two new pillar cocks in the toilet.
- Inside the bathroom:
- Install new taps in the shower.

Kitchen:

- Install a new sink mixer.
- Address the issue of no hot water, likely due to an electrical problem.
- Clear the blocked sewer between the house and the septic system.

Plumbing

Laundry:

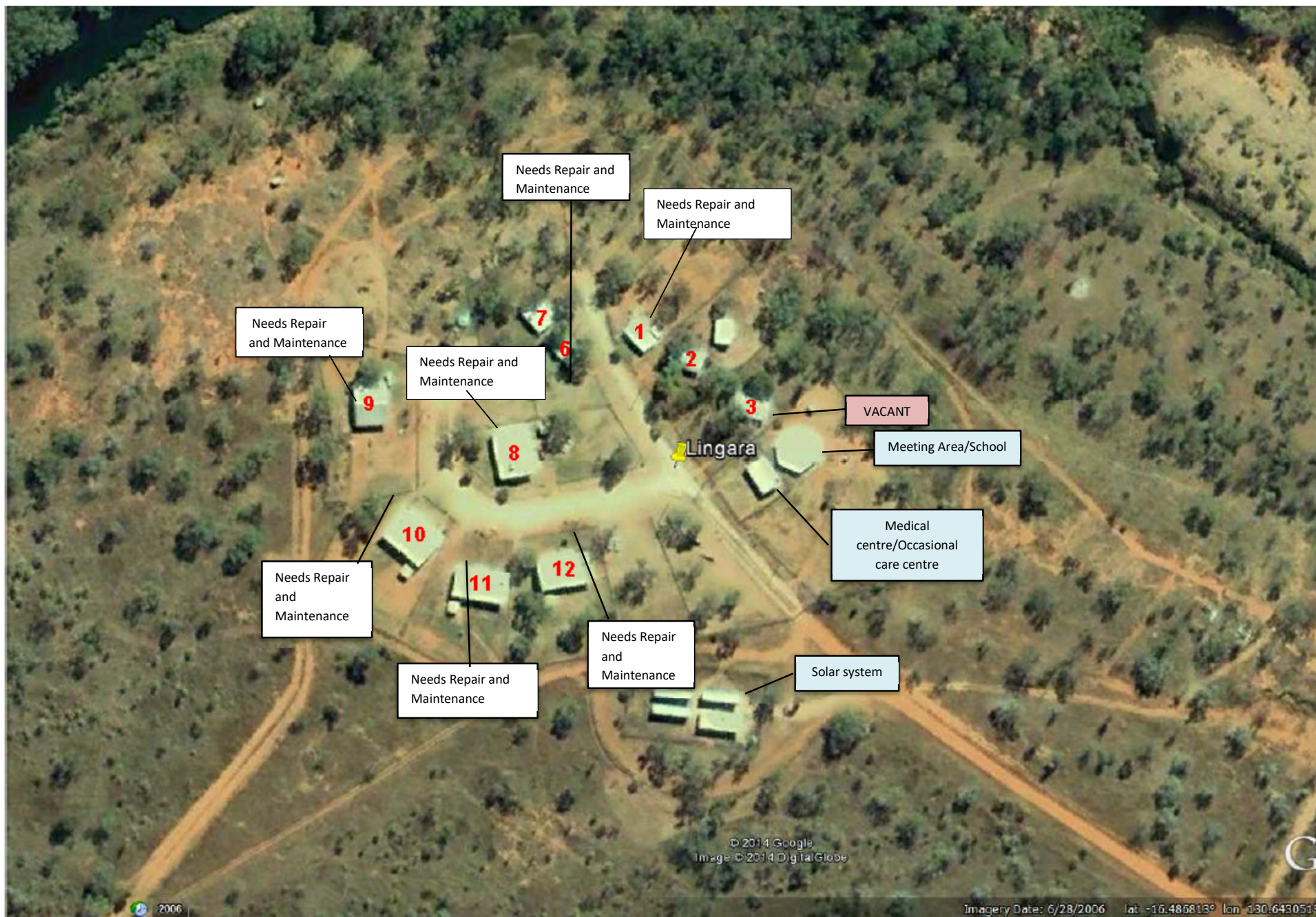
- Installation of a new spout for the laundry sink.

Outside Bathroom:

- Replacement of the overhead shower rose with a new one.

Bathroom:

- Installation of new taps in the shower.
- Repair of the leak in the toilet.



Photos of Houses in Lingara

The Purpose of the photos is to display the condition of the houses and provide relevant information. However, it should be noted that there are certain photos that are not directly related to the scope of work.

House 8, Lingara

















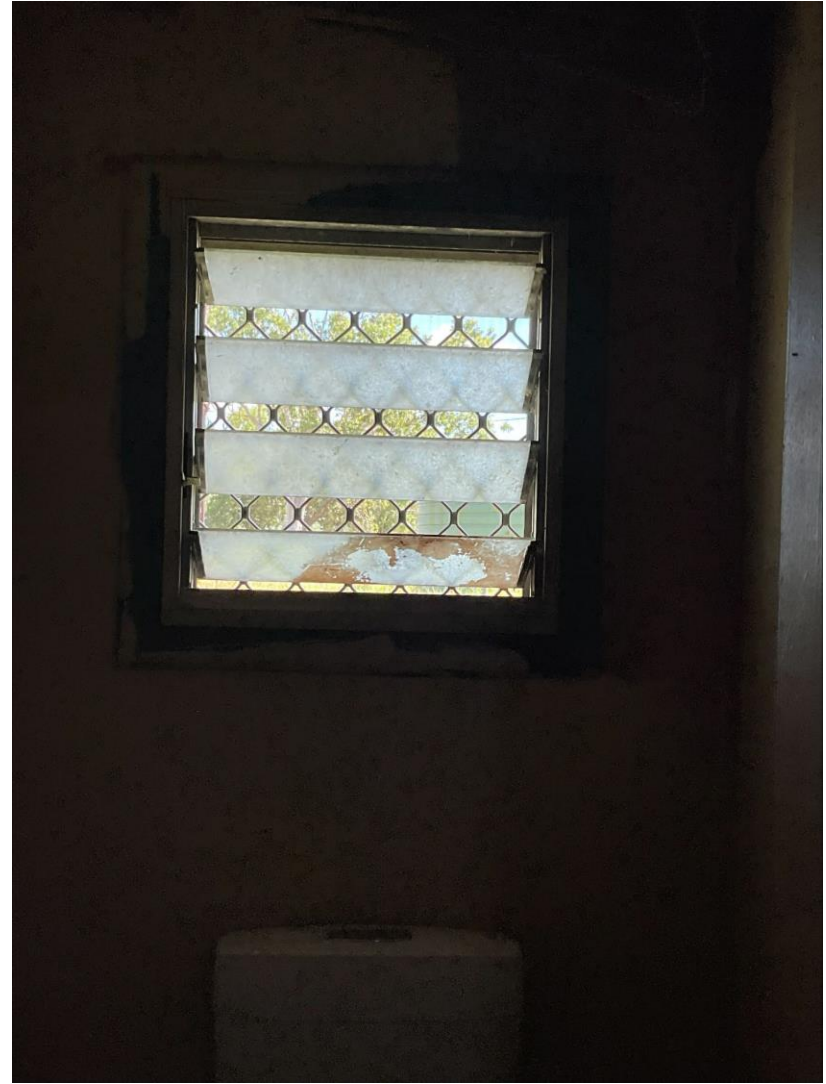




House 6, Lingara













House 12, Lingara







House 11, Lingara

































House 11, Lingara





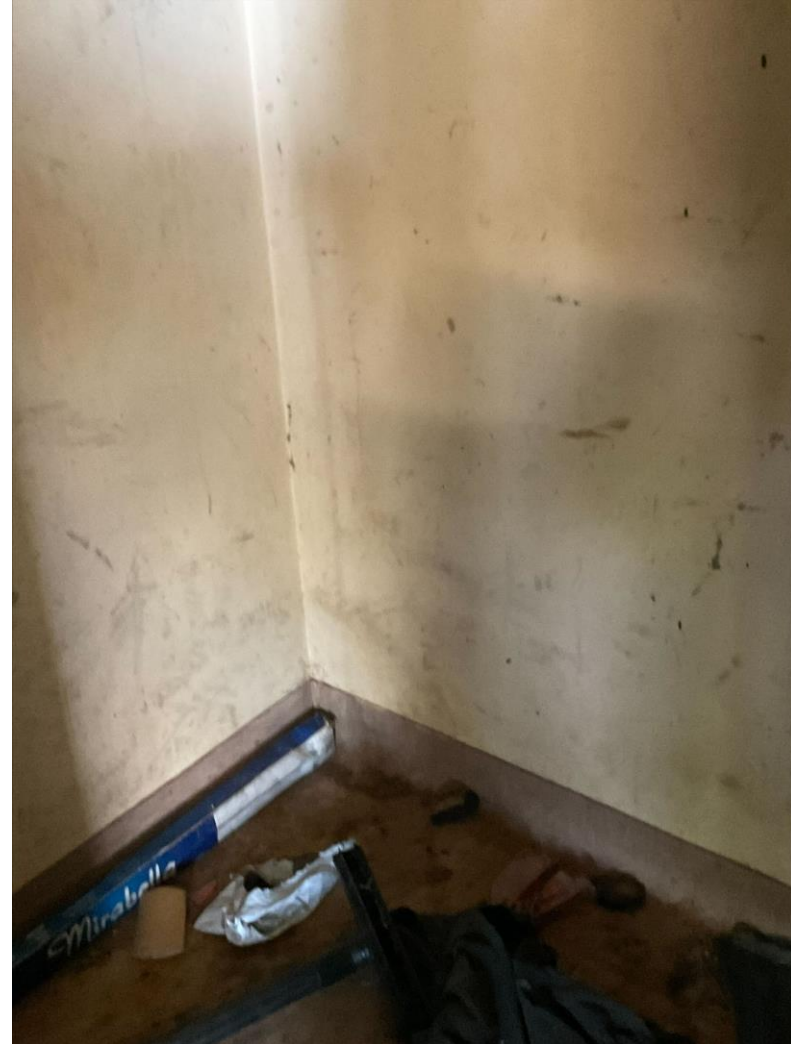














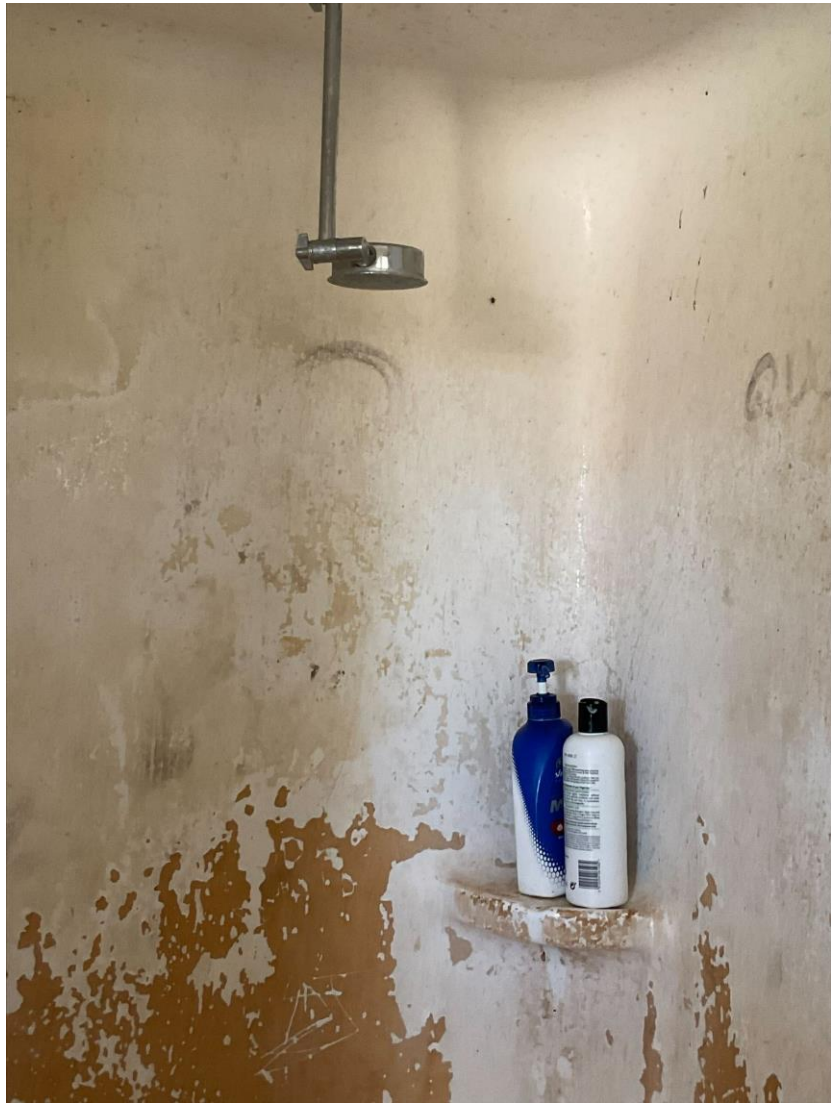


Lot 11, Lingara









House 9, Lingara

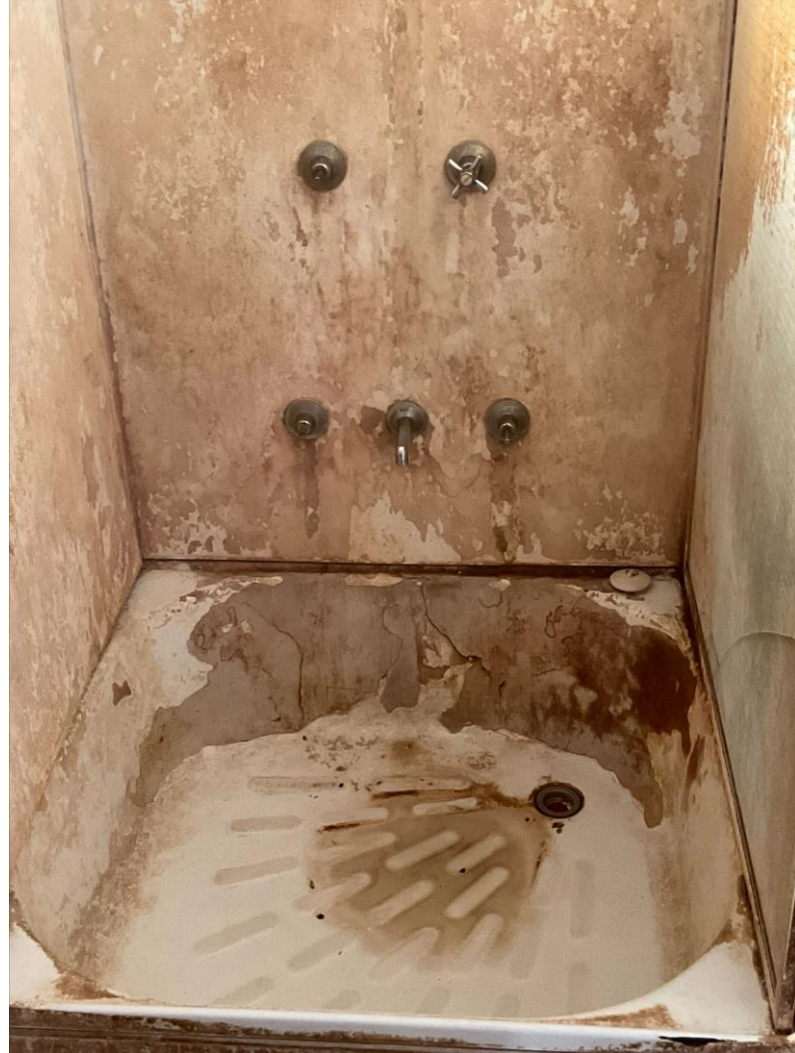
















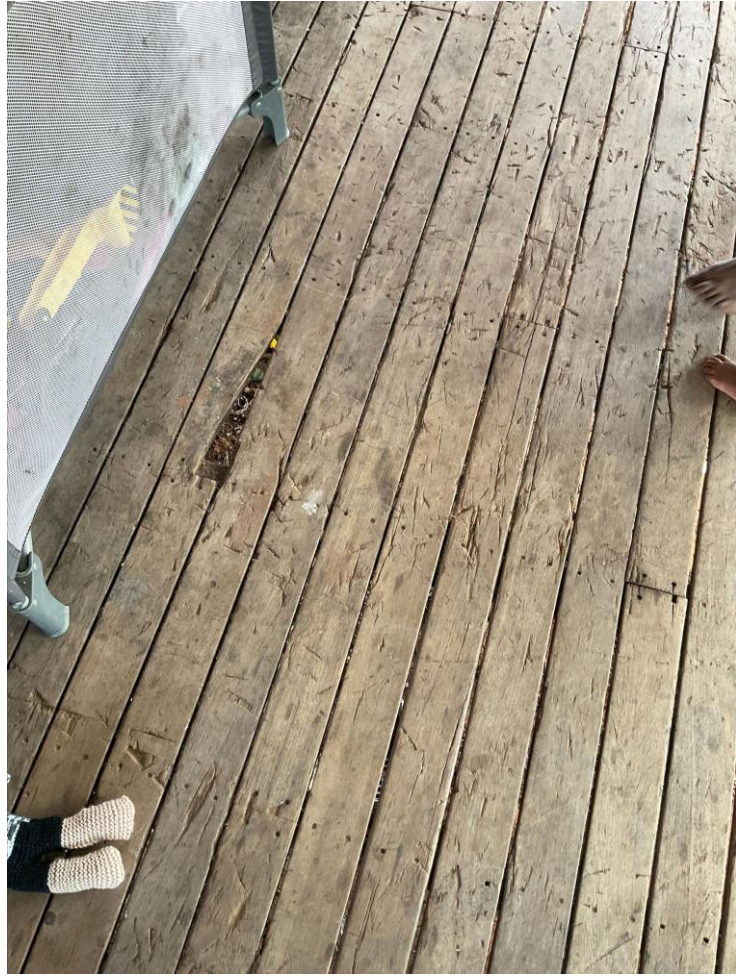




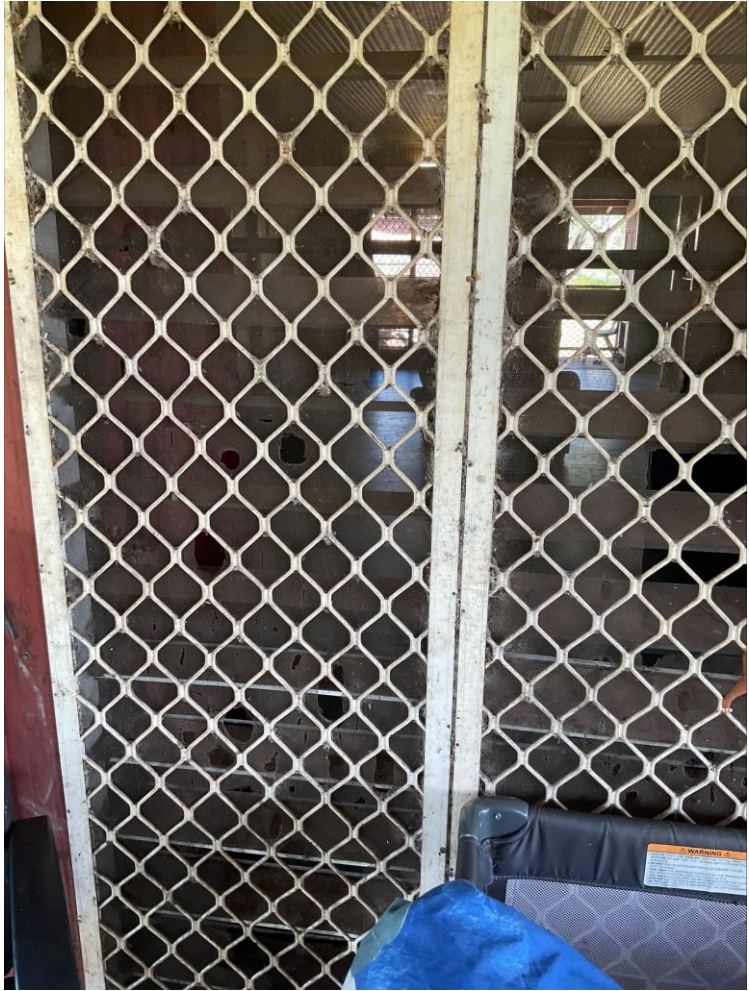




















Conditions of contract – quotation - works

1 November 2019

Version 5.4

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1. Interpretation of Terms

In these Conditions of Contract, unless the context otherwise requires:

'Agency' means a department, agency or statutory authority of the Northern Territory of Australia.

'Annexure' means the section in the RFQ detailing the specific requirements applicable to the Conditions of Quoting and Contract.

'Business Day' means any day which is not a Saturday, Sunday or a NT wide public holiday within the meaning of the *Public Holidays Act*.

'Completion' means the Superintendent has determined that the execution of the Works has reached the stage where the Works are complete except for minor omissions and/or minor defects.

'Contract' means the document which constitutes or evidences or, as the case may be, all the documents which constitute or evidence the final and concluded agreement between the Principal and the Contractor concerning the execution of the Works.

'Contractor' means the legal entity that, as party to the Contract, is bound to execute the Works in accordance with the Contract and includes the successors and lawful assigns of the Contractor.

'Contractor's Quotation' means the Quotation submitted by the Contractor in response to the RFQ.

'Date of Acceptance' means the date appearing on the Notice of Acceptance and if no date appears is the date on which the Principal sent the Notice of Acceptance to the Contractor.

'Defects Liability Period' means the defects liability period referred to in the clause entitled 'Defects Liability Period' and stated in the Annexure.

'Documents' means all material stored by any means and produced or used by the Contractor or sub-contractor in the course of the Contract including sketches, plans, drawings, specifications, designs, estimates, calculations, reports, models, and other articles, equipment, information, files and data.

'Drawings' means the drawings referred to in the Scope of Works and any modification of such drawings notified to the Contractor by the Superintendent and includes such other drawings as may from time to time be supplied to the Contractor by the Superintendent, or the use of which has been permitted by the Superintendent, for the purposes of the Contract.

'Indigenous Development Plan' means the Indigenous development plan if any approved by the Superintendent pursuant to clause 18.

'Indigenous Person' is a person of Australian Aboriginal or Torres Strait Islander descent who identifies themselves as Indigenous and is accepted in the community in which they live as an Indigenous person.

'Intellectual Property' includes all copyright and neighbouring rights, and all rights in relation to inventions (including patents) registered and unregistered trademarks (including service marks), registered designs, confidential information (including trade secrets and know how) and circuit layouts, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

'Lump Sum' means the total sum which will have become payable to the Contractor by the Principal upon completion of the Works.

'Notice of Acceptance' means the written notification and any accompanying documentation sent to the Contractor by the Principal advising acceptance of its Quotation to execute the Works.

'Order' means an order issued on the Contractor by the Superintendent, whether on paper or by electronic means, which conveys the essential details of a particular work requirement under the Contract and includes any methods of ordering the Works specifically referred to in the Contract.

'Portion of the Works' means the Superintendent has directed the Contractor to carry out particular work in accordance with the Contract, such work representing a part of the total Works required under the Contract.

'Principal' means the Northern Territory of Australia.

'Rate' means the rate per any section or item of the Works as stated in the Contract.

'Request for Quotation (RFQ)' means the document(s) containing the Conditions of Quoting and Contract, the Annexure, Special Conditions (if any), Scope of Works, Response Schedules, Drawings and any other document issued for the purposes of inviting Quotations for the Works.

'Schedule of Rates' means any schedule included in the Contract which, in respect of any section or item of work, shows the respective unit rate of payment for execution of that work and which may also include lump sums, provisional sums, other sums, quantities and prices.

'Scope of Works' means the sections of the RFQ detailing the technical requirements of the work to be carried out as existing at the Date of Acceptance of the Quotation and any modification of such Works thereafter directed or the use of which has been permitted by the Superintendent for the purposes of the Contract.

'Site' means the lands and other places to be made available and any other lands and places made available to the Contractor by the Principal for the purpose of the Contract.

'sub-contractor' means a person other than the Contractor's employees, engaged by the Contractor who provides goods, services or Works to the Contractor.

'Superintendent' means the person named in the Annexure as the Superintendent or other person from time to time appointed in writing by the Principal to be the Superintendent for the purposes of the Contract, and notified as such in writing to the Contractor by the Principal.

'Tax Invoice' has the meaning given in *A New Tax System (Goods and Services Tax) Act 1999*.

'Works' means the whole of the work to be executed in accordance with the Contract, including all variations and remedial work provided for by the Contract.

In the Contract, unless the contrary intention appears:

- a) headings are for the purpose of convenient reference only and shall not be used in the interpretation of these conditions;
- b) the singular includes the plural and vice-versa;
- c) a reference to one gender includes the other;
- d) a reference to a person is a reference to a natural or artificial person, including a body politic, body corporate, a partnership, joint venture (whether incorporated or unincorporated), an incorporated association, a government instrumentality, local government authority or an agency;
- e) a reference to a party includes that party's administrators, successors, and permitted assigns, including any person to whom that party novates any part of the Contract;
- f) if the last day of any period prescribed for the doing of an action falls on a day which is not a Working Day, the action shall be done no later than the end of the next Working Day;
- g) a reference to time is to Australian Central Standard Time;

- h) a reference to an Act is a reference to an Act of the Commonwealth, State or Territory of Australia, as amended from time to time, and includes a reference to any subordinate legislation made under the Act;
- i) a reference to a 'dollar', '\$', '\$A' or 'AUD' means the Australian dollar unless otherwise stated;
- j) a reference to a "measurement" means Australian legal units of measurement unless otherwise specified;
- k) a reference to a specification, publication, Commonwealth policy or other document is a reference to that specification, publication, Commonwealth policy or document, in effect on the Effective Date and updated from time to time, or alternatively, a reference to another version of the document if agreed in writing between the parties;
- l) the word 'includes' in any form is not a word of limitation;
- m) a reference to a clause includes a reference to a subclause of that clause; and
- n) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this Contract, and a reference to this Contract includes any schedule or annexure.

2. Formation of Contract

The Contract between the Principal and the Contractor shall comprised of:

- a) these Conditions of Contract and any Special Conditions;
- b) the Notice of Acceptance;
- c) the RFQ;
- d) the Contractor's Quotation response; and
- e) any other document expressly referred to in items (a) to (c) of this clause as forming part of the contract (together the Contract).

If there is any inconsistency between any part of the Contract, a descending order of precedence shall be accorded to the:

- a) Special Conditions (if any);
- b) these Conditions of Contract;
- c) Annexure to the Conditions of Quoting and Contract;
- d) Notice of Acceptance;
- e) Preliminary clauses;
- f) Scope of Work;
- g) Drawings and Scope of Work included in the RFQ;
- h) any other document expressly referred to in items (a) to (g) inclusive of this clause as forming part of the Contract;
- i) Conditions of Quoting and all other documents, other than those specified above in (a) to (g) inclusive, forming the RFQ or the Contract (other than the Contractor's Quotation); and
- j) the Contractor's Quotation response including any Drawings;

so that the provision in the higher ranked document, to the extent of the inconsistency, shall prevail.

3. Nature of Contract

3.1. Basis of Payment

The Contractor shall be paid either on a Lump Sum or a Schedule of Rates basis as stated in the Annexure.

Where payment is to be made on a Lump Sum basis the sum payable shall, subject to any adjustment made pursuant to the Contract, be the Lump Sum.

Where payment is to be made on a Schedule of Rates basis the quantities in the Schedule are estimated quantities only and are not to be taken as actual or correct quantities of work to be carried out: the lower and upper limits of accuracy for each quantity are eighty five per cent (85%) and one hundred and fifteen per cent (115%) respectively of the stated quantity. When the actual quantity is greater than the upper limit or less than the lower limit, an adjustment may be made to the rate applicable to the quantity outside the limits of accuracy. Any adjustment to the rate shall be as agreed between the Contractor and the Superintendent, or in the event of failure to agree, as determined by the Superintendent.

The Contract shall be on a firm price basis.

3.2. Applicable Law

The Contract shall be governed by and construed in accordance with the laws of the Northern Territory of Australia.

4. Entire Agreement

The Contract formed between the parties to undertake the Works constitutes the entire agreement between the parties and supersedes any previous agreements or understandings.

5. General Obligations of the Parties

Both the Principal and the Contractor will, at all times:

- a) act reasonably in performing their obligations and exercising their rights under the Contract;
- b) diligently perform their respective obligations under this Contract; and
- c) work together in a collaborative manner.

6. Principal's Responsibilities and Obligations

The Principal shall give or cause to be given to the Contractor timely instructions, decisions and information sufficient to define the requirements of the Works.

7. Superintendent and Superintendent's Representative

The Superintendent for the purposes of the Contract is as defined in the Annexure.

For the purpose of exercising some of the powers, duties, discretions and authorities, vested in him on behalf of the Principal, the Superintendent may from time to time appoint a representative (**'Superintendent's Representative'**). The limitations imposed on the Superintendent's Representative will be as laid down in the notice of appointment.

The Contractor shall recognise and accept notices from the Superintendent's Representative as if the Superintendent issued such. Any reference to the Superintendent within these conditions shall be deemed to be a reference to the Superintendent's Representative so far as it concerns the exercise of the Superintendent's Representative's powers by virtue of his appointment.

8. Directions

The Superintendent has the power to issue directions under the Contract and the Contractor shall comply with any direction either orally or in writing issued, given or served upon him by the Superintendent. Any

direction given orally shall, as soon as practicable after it is given, be confirmed in writing. For the purposes of this clause the word "direction" includes any agreement, approval, authorisation, certificate, decision, demand, determination, direction, explanation, instruction, notice, notification, order, permission, rejection, request or requirement which the Superintendent may make, give or issue pursuant to the provisions of the Contract.

Where phrases such as "as may be directed", "approval", or "approved" or the like are used in the Contract they shall mean that the direction and approval of the Superintendent is referred to, irrespective of any trade usage.

9. Contractor's Responsibilities and Obligations

The Contractor shall be responsible for executing the Works in accordance with these conditions, the Drawings and Scope of Works.

The Contractor shall be liable for any loss or damage to the Works from any cause whatsoever (except loss or damage caused by any negligent act, omission or default of the Principal or employees or agents of the Principal), and shall at his own cost make good any such loss or damage.

The Contractor shall, unless the Contract otherwise provides, supply at his own cost and expense everything necessary for the proper completion of the Works and the proper performance of his obligations under the Contract.

The Contractor shall comply with all provisions of all Acts of the Commonwealth of Australia, Acts of the Northern Territory, and with the requirements of all regulations, by-laws, orders or subordinate legislation made or issued under any such Act,, the Northern Territory Procurement Code, and all requirements of any relevant authority, regulator or standard setting entity as shall be in force in the place affecting or applicable to the Works or the execution of the Works.

10. Contractor's Representative

The Contractor shall personally supervise the execution of the Works or have a competent representative ('**Contractor's Representative**') acceptable to the Superintendent present on the Site at all times where the work is being carried out.

The Contractor or the Contractor's Representative shall be equipped with a mobile telephone or employ a suitable communications system acceptable to the Superintendent.

The Contractor shall notify the Superintendent in writing of the name of the Contractor's Representative and prior to any subsequent change of the Contractor's Representative shall obtain the approval of the Superintendent.

Any direction given to the Contractor's Representative shall be deemed to be a direction issued to or served upon the Contractor.

Matters within the knowledge of the Contractor's Representative shall be deemed to be within the knowledge of the Contractor.

The Contractor or the Contractor's Representative shall have sufficient command of the English language and of Australian building and technical terminology to be able to read, converse and receive instructions in English.

11. Power to Dismiss Workers

The Superintendent may require the instant dismissal from the Works, of any agent, overseer, foreman or other person employed on the Works, or in connection with the Works, whether employed by the Contractor or not and the Contractor shall immediately comply with or ensure immediate compliance with such requirement and the Contractor shall not again employ a person so dismissed on or in connection with the Works.

12. Status of Contractor

The Contractor, its employees and sub-contractors thereof, in performing the Works, are not for any purpose a servant or employee of the Principal.

13. Notices

13.1. Services of Notices

Notice must be:

- a) in writing, in English and signed by a person duly authorised by the sender; and
- b) hand delivered or sent by prepaid post or by electronic means to the recipient's address for Notices set out in the Contract, as varied by any Notice given by the recipient to the sender.

The Principals address for the service of notices is nominated in the Annexure.

13.2. Effective on Receipt

Any notice given in accordance with sub clause 13.1 sent to the address set out in the Contract, takes effect when it is taken to be received (or at a later time specified in it) and is taken to be received:

- a) if hand delivered, on delivery;
- b) if sent by post, three (3) Business Days after the date of posting (or seven (7) Business Days after the date of posting if posted to or from a place outside Australia);; and
- c) if sent by electronic transmission, on receipt by the sender of a transmission report from the despatching machine indicating that the notice sent was received in its entirety at the recipient's machine unless, within eight (8) working hours after the transmission, the recipient informs the sender that it has not received the entire Notice;

but if the delivery, receipt or transmission is not on a Business Day or is after 4.30pm on a Business Day, the Notice is taken to be received at 8.00am on the next Business Day.

14. Site Rules

The Contractor, his employees and sub-contractors required to enter the Site in connection with the Works shall comply with all rules and regulations in force at the Site, including security screening through Criminal History Checks where required. Also refer to the specific Site Rules nominated in the General Clauses section of the RFQ.

The Contractor is responsible for obtaining all relevant permits and the payment of all associated fees and/or charges which are levied by the appropriate Authority.

15. Confidentiality and Publicity

15.1. Confidentiality

- a) For the purposes of this clause 15.1 “Confidential Information” means any information or material relating to the Contract or the Works including (without limitation):
 - i. any information that by its nature is confidential;
 - ii. any information designated as confidential; and
 - iii. any information that the Contractor knows is confidential.
- b) The Contractor shall hold all Confidential Information in confidence and shall not make any use of it, except for the purposes of performing its obligations or exercising its rights under the Contract and shall not disclose or permit or cause the Confidential Information to be disclosed to any person, except:
 - i. as authorised by the Principal under the Contract or otherwise;
 - ii. to its employees or contractors, to the extent needed to perform their obligations under the Contract;
 - iii. where the disclosure is required to be disclosed by law.
- c) The Contractor shall ensure that its employees and all consultants, contractors and suppliers engaged by the Contractor for the performance of the Contract comply with the requirements of this clause 15.1.

15.2. Media and Publicity

- a) The Contractor shall not issue or be involved with the release of, any information, publication, statement, interview, advertisement (other than the legitimate advertising for sub-contractors), award nomination, document or article for publication concerning the Contract, the Works or the site in any media without the prior written approval of the Principal.
- b) Prior to taking any action or doing anything the Contractor shall refer:
 - i. any media enquiries concerning the Contract, the site, the Principal or the Works to the Principal for the Principal's written response; and
 - ii. any media requests concerning the Contract, the site, the Principal or the Works (including, without limitation, requests to access or take photographic or video footage of the site) to the Principal, for the Principal's written consent, which consent may be given or withheld, in the Principal's absolute discretion.
- c) The Contractor shall ensure that its employees and all consultants, contractors and suppliers engaged by the Contractor for the performance of the Contract comply with the requirements of this clause 15.2 and obtain the Principal's prior written consent (through the Contractor) before responding to enquiries or publishing anything of the type referred to in this clause 15.2.

16. Industry Accreditation and Standards

Where applicable, the Contractor shall:

- a) maintain the currency of accreditation with Contractor Accreditation Limited during the life of the Contract; and
- b) comply with all industry standards on:
 - i. training;
 - ii. engagement, supervision and payment of sub-contractors;
 - iii. compliance measures;
 - iv. penalties; and
 - v. termination arrangements.

17. Conflict of Interest

The Contractor warrants that:

- a) At the date of Contract award no conflict of interest exists or is likely to arise in the performance of its obligations under this Contract; and
- b) It shall use its best endeavours to ensure that no conflict of interest exists or is likely to arise in the performance of the obligations of any sub-contractor.
- c) The Contractor shall inform the Principal of any matter, which may give rise to an actual or potential conflict of interest of the Contractor at any time during the currency of the Contract. This information will be treated confidentially.

18. Local Content

18.1. Local Benefit Commitment

The Contractor acknowledges the Principal's commitment to the development of business and industry in the Northern Territory.

In the Contractor's Quotation, the Contractor made certain promises and commitments with regard to the development of business and industry in the Northern Territory, to be achieved by the Contractor as part of this Contract. These promises and commitments form part of the Contract (and are referred to in the clauses below as the "Local Benefit Commitment").

The Contractor shall fulfil all aspects of the Local Benefit Commitment.

18.2. Use of Local Labour, Apprentices, Trainees and Supplies

Without limiting clause 18.1, the Contractor shall, except in those cases where the Contractor can reasonably demonstrate to the Principal that it is impractical for commercial, technical or other reasons so to do:

- a) use labour, including Indigenous labour, available within the Northern Territory;
- b) use the services located and obtain supplies/materials available within the Northern Territory; and
- c) use accredited apprentices/trainees who are registered in the Northern Territory on this project in accordance with the Contract:
 - i. In complying with the use of accredited apprentices/trainees, the Contractor may:
 - directly employ apprentices/trainees;
 - utilise group training scheme apprentices/trainees;
 - utilise sub-contractors apprentices/trainees;
 - utilise any combination of the above.
 - ii. For contract value of \$1 million and above one non-trade trainee may be substituted for a trade apprentice/trainee for the purpose of determining compliance with the Schedule of Minimum Number of Trainees.
 - iii. The Contractor's level of compliance with this requirement will be taken into consideration for further Northern Territory Government contracts for a period of twelve (12) months.

18.3. Reporting to the Principal and Right of Audit

The Contractor shall, within seven (7) days of a written request by the Superintendent, submit a written report to the Superintendent detailing how it has complied or is complying with clauses 18.1 and 18.2.

The Superintendent may, after giving seven (7) day's written notice to the Contractor, inspect and conduct an audit of the Contractor's records to determine the Contractor's level of compliance with this clause 18. The Superintendent may conduct this audit itself or may engage a third party to conduct the audit on the Superintendent's behalf.

18.4. Failure to Fulfil Local Benefit Commitment

If the Contractor fails to fulfil or otherwise comply with the Local Benefit Commitment, or if the Contractor fails to comply with any other obligation placed on the Contractor by this clause 18, the Principal may take action under clause 48.

18.5. Performance to be reported in Contractor Performance Reports

The Contractor's compliance or non-compliance with this clause 18 will be recorded in the Contractor Performance Report to be prepared by the Superintendent in accordance with clause 50.

19. Indigenous Development Plan

Where an Indigenous Development Plan has been specified, the Contractor will maintain and implement the Indigenous Development Plan throughout the course of the Contract.

Within fourteen (14) days of the Date of Acceptance, the Contractor shall submit to the Superintendent for approval one copy of the Indigenous Development Plan. The Superintendent shall within a reasonable time from receipt either approve the Indigenous Development Plan, or reject it, giving reasons for the rejections. If the Superintendent rejects the Contractor's Indigenous Development Plan the Contractor shall rectify the deficiencies and resubmit the Indigenous Development Plan for approval by the Superintendent.

The Contractor shall provide timesheets with employment (hours worked) and training records for all Indigenous people engaged on the works with all Progress claims for Payment.

The Contractor will be required to provide the Principal with a report on compliance (achievements against the objectives/goals) with the Indigenous Development Plan within thirty (30) days of the completion of the Contract.

20. Project Control Plan

Where a Project Control Plan has been specified, the Contractor will maintain and implement the Project Control Plan throughout the course of the Contract. The Superintendent will provide a framework document with guide notes to assist in the preparation of the document, which should be prepared by the Contractor and not a third party.

Within fourteen (14) days of the Date of Acceptance, the Contractor shall submit to the Superintendent for approval one copy of the Project Control Plan. The Superintendent shall within a reasonable time from receipt either approve the Project Control Plan, or reject it, giving reasons for the rejections. If the Superintendent rejects the Project Control Plan the Contractor shall rectify the deficiencies and resubmit the Project Control Plan for approval by the Superintendent.

21. Insurances

21.1. Workers Compensation Insurance

For the purpose of this clause “worker” shall have the definition it is given in the *Return to Work Act 2015* (NT).

Before commencing work under the Contract, the Contractor shall take out and maintain for the duration of the Contract appropriate Workers Compensation insurance cover for all workers employed by the Contractor. This cover shall comply with the *Return to Work Act 2015* (NT) and policies shall be purchased from Northern Territory approved insurers. Details can be found at the web address www.worksafe.nt.gov.au

The Contractor shall ensure that all sub-contractors who employ workers have Workers Compensation insurance cover in accordance with the *Return to Work Act 2015* (NT).

The Contractor shall ensure that all persons employed under labour hire agreements, whether by the Contractor or through a labour hire firm, are appropriately covered by Workers Compensation insurance.

Self-employed Contractors must ensure that they have adequate insurance coverage in place.

The Contractor shall be responsible for ensuring that all sub-contractors have appropriate insurance policies in place.

21.2. Public Liability Insurance

Before commencing work under the Contract, the Contractor shall take out, and shall maintain during the currency of the Contract, a Public Liability policy of insurance to cover its liabilities to third parties.

The Policy shall be for an amount of not less than the sum stated in the Annexure, for any one occurrence.

The effecting of insurance shall not limit the liabilities or obligations of the Contractor under other provisions of the Contract.

The Contractor shall ensure that all sub-contractors take out Public Liability Insurance that meets the requirements of this clause.

21.3. Lodgement of Certificates of Currency

The Contractor shall provide the Principal with copies of Certificates of Currency and summaries of coverage for all insurance policies required under clause 21 including those of any sub-contractors (including self-employed contractors and persons employed under labour hire agreements):

- a) prior to commencing the Works under the Contract;
- b) within two (2) Business Days of a written request by the Principal;
- c) within seven (7) days after the Contractor renews an Insurance Policy; and
- d) within seven (7) days after the Contractor makes any change to an Insurance Policy.

The Contractor will not cancel any Insurance Policy, or conduct itself in a manner that brings about such a cancellation of an Insurance Policy, except with the written consent of the Principal.

22. Time for Commencement

The Contractor shall commence the Works within the time stated in the Annexure and shall, unless otherwise specified, give at least four (4) days written notice to the Superintendent prior to the commencement of work.

23. Time for Completion

The Contractor shall complete the Works within the time stated in the Annexure or within such extended time as agreed to in writing by the Superintendent.

24. Invoicing and Payments

The Contractor must submit to the Superintendent a valid invoice at intervals of not less than one (1) month or as otherwise determined by the Superintendent, showing the value of the work carried out in performance of the Contract. The Contractor must provide any further details in regard to an invoice that are reasonably requested by the Superintendent.

For the purpose of this clause an invoice is valid if it:

- a) is correctly addressed and calculated in accordance with this Contract,
- b) relates only to the Works that have been delivered to the Principal in accordance with this Contract and for which the Contractor is entitled to invoice under this Contract;
- c) complies with *A New Tax System (Goods and Services Tax) Act 1999*; and
- d) complies with the requirements stipulated in this Contract.

The Contractor's Tax Invoice shall include details of any Adjustments under clause titled Goods and Services Tax of the Conditions of Contract and an explanation as to how such Adjustments were calculated.

Principal shall make payments within twenty (20) days of receipt of an undisputed invoice valued less than \$1 million. The Principal will make payments within thirty (30) days of receipt of an undisputed invoice valued \$1 million or more..

If the Principal disputes the invoice amount the Principal shall certify the amount it believes is due for payment, which shall be paid by the Principal and the liability of the balance of the payment shall be determined in accordance with the Contract.

Failure by the Principal to pay the amount by the due date:

- a) will not be grounds to vitiate or avoid the contract; and
- b) will entitle the Contractor to make a claim for interest penalties on the late payment.

24.1. Incorrect Invoice Payment

If an invoice is found to have been rendered incorrectly after payment, any underpayment or overpayment will be recoverable by or from the Contractor, as the case may be, and, without limiting recourse to other available means, may be offset against any amount subsequently due by the Principal to the Contractor under this Contract.

24.2. Method and Currency of Payment

Payments under this Contract may be made by electronic transfer directly to the nominated bank account of the relevant payee.

Unless otherwise agreed by the parties, all payments by the Principal to the Contractor will be made to a bank account in Australia.

All invoices from the Contractor to the Principal must be in accordance with the currency of the Lump Sum or Schedule of Rates.

24.3. Interest on Late Payments

The Principal will pay interest on late payments calculated at the rate set annually in accordance with the Principal's payment policy (as amended by time to time).

Interest is only payable on undisputed amounts exceeding the payment terms from the date of receipt by the Principal of a relevant valid invoice.

Where a valid invoice is disputed by the Principal the payment period referred to in this clause commences in respect of the disputed portion when the dispute has been resolved.

Where the Contractor believes that it is entitled to claim interest on a late payment it must raise a separate invoice for the interest claimed showing all relevant details within ninety (90) days from receipt of payment of the amount in respect of which the interest is claimed. Failure by the Contractor to do so will void any claim to payment of interest on the late payments.

Where the purposes of this clause the "relevant details" are:

- a) the date of deemed receipt of the original properly rendered invoice (being three (3) Business Days after the date of dispatch of the original properly rendered invoice);
- b) the date of payment;
- c) a copy of the original properly rendered invoice;
- d) the period for which the Contractor considers interest is due; and
- e) the amount of interest sought.

The Contractor's entitlement to interest under this clause 24.3 will be its sole entitlement to interest including damages for loss of use of, or the cost of borrowing, money.

The Principal will not be liable for interest penalties on any payments in respect of interest penalties under this clause 24.3.

25. Storage of Contractor's Material

The Contractor's materials and plant shall only be stored in the location approved by the Superintendent.

If no storage facilities are available, it shall be the responsibility of the Contractor to provide storage facilities.

All care shall be taken to avoid inconvenience to persons occupying and visiting the site of the Works.

26. Working Hours

The customary working hours and ordinary working days shall be those for day workers as stated in the Building and Construction Industry (NT) Award (or Electrical Engineering and Contracting Industries (NT) Award for Power and Water) or other relevant awards and no work will be performed outside of customary working hours or on other than ordinary working days without the prior approval of the Superintendent.

The working hours and working days of the Principal's supervisory personnel shall be 8.00 am to 4.30 pm Monday to Friday excluding a day that is a public holiday in the Northern Territory ('**Working Day**'). The Contractor shall provide at least forty-eight (48) hours written prior notice to the Superintendent of the intention to work outside the working hours and working days of the Principal's supervisory personnel.

Notwithstanding the preceding paragraphs, the Contractor may carry out work outside the customary working hours or ordinary working days without the prior approval of the Superintendent, where it is necessary in the interests of safety of the Works or where the work is required to protect life or property. In such circumstances the Contractor shall inform the Superintendent in writing of the circumstances as early as possible.

27. Obvious Work

The Contractor shall carry out all work, which obviously forms part of the Contract even though not specifically listed or detailed in the Scope of Works or Drawings.

28. Access to Works and Material

The Superintendent or any other persons authorised by him, shall have free and uninterrupted access at all times to the Works and during working hours to any workshop or premises not on the site of Works where materials may be in preparation or stored for the purpose of the Contract.

The Contractor if so required by the Superintendent shall give the Superintendent all particulars as to the mode and place of manufacture of any of the materials proposed to be used in connection with the Contract and shall facilitate inspection of the materials.

29. Materials and Workmanship

All material used in the Works and the standards of workmanship shall conform to the provisions of the Contract. In the absence of such provisions that material or standard of workmanship shall be of a kind that is fit for its purpose and is consistent with the nature and character of the Works.

Any material not otherwise specified shall be new and, where applicable material and workmanship shall be in accordance with the relevant standard of Standards Australia. If the Superintendent is of the opinion that any material or the work, whether fixed or not, is unsatisfactory he may direct its replacement, removal or correction at the Contractor's expense.

30. Proprietary Items

Where items are specified as being a particular maker's brand, trade name or catalogue number, then unless specifically stated to the contrary, it is not intended to give any preference to the manufacturer or brand mentioned wherever a proprietary item is specified.

If the Contractor proposes to use a substitute proprietary item, he must provide full particulars of the item he proposes to use to the Superintendent for approval and the Superintendent shall decide whether or not the proposed substitute may be used.

31. Connection of Services

Unless otherwise specified the Contractor is responsible for connection of all water, drainage, sewerage, gas and electricity services to the Works and shall apply for all relevant permits and pay all associated fees and/or charges which are levied by the appropriate Authority.

32. Work Health and Safety Management

32.1. Definitions

For the purposes of this clause 32

'Construction Project' has the meaning given to it in the *WHS Act*;

'High Risk Construction Work' has the meaning given to it in the *WHS Act*;

'Plant' means any machinery, equipment, appliance, container, implement, tool or any component thereof and anything connected or fitted thereto;

'Principal Contractor' means a person authorised to have management and control of the Site for the purposes of the Works and who is appointed by the Principal under clause 32.3 as a principal contractor for the purposes of the *WHS Act*;

'Safe Work Method Statement' has the meaning given to it in the *WHS Act*;

'Structure' has the meaning given to it in the *WHS Act*;

'Substance' means any natural or artificial substance, whether solid, liquid, gas or vapour;

'WHS Act' means the *Work Health and Safety (National Uniform Legislation) Act 2011 (NT)* and includes subordinate legislation made under that Act including regulations and approved codes of practice as well as any amendment, re-enactment or replacement of such Act ; and

'WHS Management Plan' means a health and safety management plan or system in respect of workplace health and safety matters in connection with the Works.

32.2. WHS Management Plan

- a) This clause 32.2 only applies where the Works comprise a Construction Project.
- b) Prior to commencing any Works at the Site the Contractor must prepare a WHS Management Plan and provide it to the Principal.
- c) The Contractor must:
 - i. for the duration of the Contract, provide:
 - the Principal; and
 - each person who is to carry out construction work in connection with the Works,
 - any further information in relation to the WHS Management Plan that may be requested of the Contractor, including allowing those parties to inspect the WHS Management Plan at their request;
 - ii. maintain the WHS Management Plan throughout the course of the Contract;

- iii. carry out the Works in accordance with the WHS Management Plan;
 - iv. review and, as necessary, revise the WHS Management Plan and provide any such revised plan to the Principal and to each person who is to carry out work in connection with the Works (including sub-contractors); and
 - v. keep a copy of the WHS Management Plan until the Works to which it relates have reached completion, or for at least two years after a notifiable incident occurs in connection with the Works, whichever is the latter.
- d) The WHS Management Plan must address all those matters required to be covered in a WHS Management Plan as specified in the *WHS Act*.
- e) The Contractor will not be relieved from compliance with any of its obligations under the Contract or from any of its liabilities whether under the Contract or otherwise according to law as a result of:
- i. any direction by the Superintendent concerning the WHS Management Plan or the Contractor's compliance or non-compliance with the WHS Management Plan;
 - ii. any audit or other monitoring by the Principal or its nominee of the Contractor's compliance with the WHS Management Plan; or
 - iii. any failure by the Superintendent, or anyone else acting on behalf of the Principal, to detect any defect in or omission from the WHS Management Plan including where any such failure arises from any negligence on the part of the Superintendent or other person.

32.3. Appointment of Contractor as Principal Contractor

- a) This clause 32.3 only applies where the Works comprise a Construction Project.
- b) On and from the Date of Acceptance, the Principal appoints and the Contractor accepts such appointment as the Principal Contractor for the Works for the purposes of the *WHS Act* and the Contractor must:
 - i. discharge the duties imposed on a Principal Contractor by the *WHS Act* in respect of carrying out the Works;
 - ii. accept that, as Principal Contractor, the Contractor is the person responsible for the control and management of the Site and the Works at all times until Completion;
 - iii. ensure that any sub-contract entered into contains enforceable obligations requiring the sub-contractor to comply with the *WHS Act* and cooperate and comply with any direction of the Contractor in relation to work health and safety matters.

32.4. General Obligations

The Contractor must:

- a) carry out a risk assessment in relation to all of the Works;
- b) carry out the Works safely and manage the risk of harm to persons or property;
- c) ensure that it complies with any statutory requirement that requires a person to be authorised, licensed, supervised or to have prescribed qualifications or experience or that requires a workplace, Plant, Substance or design, or work (or class of work) to be authorised or licensed;
- d) put in place and maintain suitable emergency management procedures relevant to the Works; and
- e) if requested by the Superintendent, produce evidence of any approvals including any authorisations, licences, prescribed qualifications or experience, or any other information relevant to work health and safety (as the case may be) to the satisfaction of the Superintendent before the Contractor or any sub-contractor commences any Works; and
- f) generally comply with the requirements of the *WHS Act*.

32.5. High Risk Construction Work

Where the Works include or comprise High Risk Construction Work, the Contractor will ensure that:

- a) any person carrying out high risk construction work is licensed in accordance with the *WHS Act*;
- b) before the work is carried out, a Safe Work Method Statement is prepared in respect to the High Risk Construction Work in accordance with the *WHS Act*, and that a copy of the Safe Work Method Statement is:
 - i. provided to the Superintendent before the High Risk Construction Work is carried out and at any other time requested by the Superintendent; and
 - ii. kept at the area of the Site where the High Risk Construction Work is being or is to be carried out;
- c) the High Risk Construction Work is carried out in accordance with the Safe Work Method Statement.

32.6. Contractor's Obligations to Inform

The Contractor must keep the Superintendent fully informed of all health and safety matters relating to the Works and will provide the Superintendent with a copy of any incident notification provided to NT WorkSafe under the *WHS Act* at the same time or as soon as practicable after such notification is made to NT WorkSafe.

32.7. Right of Principal to Monitor and Audit

The Principal or its nominee may, at any time, monitor, inspect or audit the performance of the Contractor in relation to its compliance with the *WHS Management Plan* and this clause 32 generally and the Contractor must allow the Principal or its nominee access to the Site, the *WHS Management Plan* and any relevant documents or activities so as to enable such monitoring, inspection or audit to occur.

32.8. Powers of Superintendent Regarding Work Health and Safety

If the Superintendent considers that there is:

- a) a risk of injury to people or damage to property arising from the Works; or
- b) an unsafe or potentially unsafe practice or breach of the requirements of this clause 32,

then, in addition to any other rights the Principal has under the Contract, the Superintendent may:

- c) direct the Contractor to change its manner of working; or
- d) suspend the performance of the Works associated with the unsafe practice or breach, and not lift the suspension until the work area is made safe and the unsafe practice removed, or the breach rectified.

All costs and delay and disruption caused by any action taken under this clause 32.8 are the responsibility of the Contractor.

32.9. Works Involving Asbestos

If the Works include Works Involving Asbestos (as that term is defined in the *WHS Act*) the Contractor must ensure that it, its employees and its sub-contractors comply with all requirements of the *WHS Act* applicable to Works Involving Asbestos.

32.10. Design, Manufacture and Installation Safety Matters

Where the Contract requires the Contractor to design, install or manufacture all or part of the Works, (including management or supervision of a design, installation or manufacture component) the Contractor must ensure that it and its consultants and sub-contractors comply with the *WHS Act* and ensure that any Structure, Plant or Substance it designs, installs or manufactures (or manages the design, installation or manufacture of, as the case may be) is, so far as is reasonably practicable, designed, installed or manufactured without risk to the health and safety of persons who will use, occupy, construct, handle or carry out any activity at or in the vicinity of the Structure, Plant or Substance (as the case may be). In particular, the Contractor must:

- a) implement a risk management process to ensure that any hazards associated with the design, installation or manufacture are identified, assessed and, as far as reasonably practicable, eliminated or minimised;
- b) consult, cooperate and coordinate with others who may contribute to the safe design, installation or manufacture of the Structure, Plant or Substance including the Principal, sub-contractors and end users;
- c) maintain appropriate records regarding the design process and the risk management process, including the results of any calculation, analysis, testing or examination, risk assessment and any conditions to ensure the Structure, Plant or Substance is safe, and provide such records to:
 - i. the Principal and each person who is provided with the design or Structure, Plant or Substance (as the case may be); and
 - ii. any other person who uses, occupies, constructs, handles or carries out any activity at or in the vicinity of the Structure, Plant or Substance (as the case may be) on request;
- d) provide the Principal with any information it requests that is relevant to the design, installation or manufacture of any Plant, Structure or Substance; and
- e) on completion of the design, installation or manufacture, provide a report to the Principal detailing the health and safety aspects of the design, Structure, Plant or Substance (as the case may be) which includes information about any identified or potential hazards, hazardous substances used in the design, installation or manufacture, access problems or any handling risks associated with the design, installation or manufacture. Such report will be in a form approved by the Superintendent.

32.11. Breach by Contractor

- a) Where, in the reasonable opinion of the Principal or the Superintendent, the Contractor has:
 - i. where applicable, commenced the Works without having first complied with clause 32.2(b); or
 - ii. committed a breach of any of its other obligations under clauses 32.2 to 32.10, the Principal may immediately terminate this Contract by written notice to the Contractor.
- b) The remedy provided in clause 32.11(a):
 - i. applies notwithstanding any other provision of the Contract; and
 - ii. is in addition to the other remedies under this Contract.

32.12. Work in the vicinity of Power and Water Corporation Assets

Prior to commencing work in the vicinity of any sewerage system, high voltage cable or power line or other high voltage structure, the Contractor shall contact Power and Water Corporation and obtain and become cognisant with written guidelines or procedures setting out safe practices for working in or adjacent such hazardous areas.

Whilst working in the vicinity of sewerage systems, high voltage cables or power lines or other high voltage structures the Contractor shall follow all directions and instructions issued by Power and Water Corporation.

32.13. Work in the vicinity of Natural Gas Pipelines

In accordance with the *Energy Pipelines Act*, the Contractor shall obtain the written approval of the operator of the pipeline before commencing any of the following activities in the vicinity of high-pressure natural gas pipelines:

- a) Any activities within the pipeline right-of-way, which involve construction of any kind including:
 - i. excavation for drains, pipelines or sewers;
 - ii. excavation for buried utilities or services;
 - iii. construction or maintenance of roads or tracks;
 - iv. boring of holes for fence posts or installation of power/telephone poles;
 - v. any survey or exploration work involving excavation, explosives or vibration.
- b) Any nearby construction activities that is likely to affect the right-of-way, such as re-routing surface water flows, construction of high voltage lines, or erection of large metal structures.
- c) Any passage of heavy vehicles and equipment over the pipeline other than on public roads.

Whilst working in the vicinity of natural gas pipelines the Contractor shall follow all directions and instructions issued by the operator of the pipeline.

32.14. Fire Precautions

The Contractor shall take all necessary precautions to ensure that no fire hazard is created through the carrying out of the Works.

Where a fire alarm is activated due to actions of the Contractor or his Sub-Contractors, resulting in a call out of the Fire Service, the Contractor will be required to pay for the subsequent call out fee.

32.15. Scaffolding and Excavation

All scaffolding and excavation must conform to the *WHS Act*. The Contractor is to provide all ladders and scaffolding necessary to carry out the Works.

32.16. Disabled Access

Where there is likelihood that the Works may cause a danger or inconvenience to the disabled, the Contractor shall seek advice from the Department of Health, Office of Disability. The Contractor may be required to advertise in relevant newspapers or on community radio programs giving forewarning of the Works.

33. Precautions in Carrying Out Works

The Contractor and sub-contractors shall comply with all requirements under Acts, orders and rules and other special requirements of proper Authorities concerning storage, transport and use of materials, plant, equipment; work processes and safety precautions.

The Contractor and sub-contractors shall observe all rules and regulations in force in the area where the Works are to be carried out.

Where any current Australian standard published by Standards Australia is appropriate to storage, transport and use of materials, plant, and equipment, to work processes or to safety precautions, the provisions of such standard shall be observed except if it conflicts with any statutory or special requirements of proper Authority in which case the latter shall apply.

In the absence of any such statutory or special requirements or relevant Australian Standard, the Contractor and all sub-contractors shall ensure that suitable procedures are observed and all proper care is taken.

34. Damage to Services

The Contractor shall contact the officer-in-charge of the area that includes the work Site, or his representative, before work commences and in company with the Superintendent check with them the location of all services.

The Contractor shall immediately notify the Superintendent and the officer-in-charge of the area, in the event of damage to any water, gas, steam, compressed air, electric, drainage, sewerage, telephone, fire alarm, control cable or other services in the area.

The Contractor shall render any assistance required in connection with any such incident, but otherwise work in that vicinity shall be stopped immediately and not recommenced until instructions are received from the Superintendent.

Where the service is indicated on the drawing and/or in the Scope of Works, or is evident on the Site, or has been pointed out by the officer-in-charge of the area or by the Superintendent or by a representative of either, the Contractor shall be liable for the cost of any necessary repairs.

Where the Contractor encounters any services, details of which are not given in the drawings and/or Scope of Work and which are not evident on the site or which have not been pointed out to him, and has carried out his operation with reasonable care, the cost of reinstatement, diversion or other associated work may be paid as an extra to the Contract.

35. Care of Work and Cleaning Up

The Contractor shall keep the Site clean and tidy as they proceed and regularly remove from the Site rubbish and surplus material arising from the execution of the Works. On Completion of the Works the Contractor shall clear away and remove from the Site all constructional plant, surplus materials, rubbish and temporary works of every kind and shall leave the site of the Works, existing structures and areas adjacent thereto in as good a state of repair as they were in when he commenced the Works excluding for fair wear and tear.

36. Protection and Provision for Traffic

The Contractor shall provide all necessary lights, barriers, flags and the like to ensure the safety of all persons, vehicles and animals.

37. Protection for Occupants

Where work is carried out in occupied or partially occupied premises the Contractor shall arrange the execution of the Works to minimise nuisance to the occupants. The occupants are to be protected against fumes, dust, dirt, noise or other nuisance.

38. Protection of Property

The Contractor shall take all necessary precautionary measures to protect all property against loss, theft or damage resulting from the activities of the Contractor, sub-contractors and agents.

39. Protection of Equipment

All equipment, whether supplied under the Contract or existing at the site and surroundings, likely to be damaged or affected by ingress or deposit of foreign matter resulting from the Contractor's operations or those of sub-contractors or agents shall be properly protected by the Contractor. If necessary protected equipment shall be able to function.

40. Strong Wind Precautions

The Contractor shall ensure that unfinished work, equipment, sheds, hoardings, materials and any other movable items on the site, are protected, stored, or secured to the extent necessary to ensure that in strong wind conditions they will not be a danger to persons or property because of collapse, movement or any other cause.

41. Custody of Keys – Power and Water Corporation Assets

Where applicable, the Contractor will be provided with keys for the purposes of accessing Power and Water Corporation assets.

The Contractor must not label the keys with the name of the asset or make duplicate keys and shall take all care to prevent theft or loss of the keys.

All keys issued to the Contractor shall be returned at the Completion of the Contract. Failure to return keys within seven (7) days of Contract Completion occurring will incur a fee of \$100.00 per key.

The cost of replacing lost or stolen keys shall be at the Contractor's expense and if the Superintendent so determines shall include the cost of replacing or re-keying master locks.

42. Variations

The Superintendent may direct a variation to the Works and such direction shall not invalidate the Contract. The variation shall be valued by mutual agreement between the Contractor and the Superintendent or failing agreement by the Superintendent and the Contract price or rate increased or decreased accordingly.

43. Defects Liability Period

Upon determination by the Superintendent that the Works have been satisfactorily completed, the Defects Liability Period, if any, shall commence. The Contractor shall maintain the Works for the Defects Liability Period stated in the Annexure and shall make good at his own expense all defective workmanship or materials and all damage, loss or injury to the Works occasioned by faulty workmanship or materials. If the Contractor fails to make good any defects within a reasonable time or within the time stipulated in a direction given by the Superintendent, the Superintendent may, by notice in writing, take action to complete those defects outstanding at the Contractor's expense.

44. Assignment

The Contractor shall not assign the Contract, mortgage, charge or encumber any of the monies payable under the Contract or any other benefit whatsoever arising under the Contract without written consent of the Principal. Such consent shall not be unreasonably withheld.

45. Sub-Contracting

Should the Contractor desire to sub-contract any part or parts of the Works he shall submit to the Superintendent the names of his proposed sub-contractors the nature and value of the work, which it is intended they undertake, their CAL Registration Number (if applicable) and seek the written approval of the Superintendent in respect of them. No sub-contractor shall be employed in connection with the Works unless such approval is first obtained. Such approval shall not be unreasonably withheld.

If Contractor Accreditation is applicable to work to be sub-contracted under the Contract the Contractor shall ensure that all sub-contractors and their sub-contractors for any part of the Works valued at over \$100,000 are accredited by Contractor Accreditation Limited to an appropriate category/group/sub-group and rating.

Any sub-contract shall be in writing and contain the provision that progress payments to the sub-contractor shall be made within fourteen (14) days after the Contractor has received payment from the Principal.

Any approval by the Principal to engage a sub-contractor for any part of the Works shall not relieve the Contractor from any of its liabilities under the Contract. The Contractor shall be fully liable to the Principal for the work of the sub-contractor or any employee or agent of the sub-contractor.

46. Disputes

Each party must follow the procedures in this clause 46 before starting court proceedings, other than for interlocutory relief.

Any party to this Contract who wishes to claim that a dispute has arisen must give written notice to the other party setting out details of the dispute.

Within five (5) Business Days of the provision of the written notice, a nominated representative of each of the parties must meet to take whatever actions or investigations as each deems appropriate, in order to seek to resolve the dispute.

If the dispute is not resolved within five (5) Business Days of the parties meeting (or within such further period as the parties agree is appropriate) then one or both parties may nominate a mediator to determine the dispute.

If the parties fail to agree to the identity of a mediator within five (5) Business Days of a party nominating a mediator, then either or both of the parties may refer the matter to the President for the time being of the Law Society of the Northern Territory who will nominate a mediator to mediate the dispute.

The parties will bear the costs of the mediator equally.

During disputes and until such time that work under the Contract are completed, the Contractor must, at all times, continue to fulfil its obligations under the Contract and comply with all directions given to it by the Principal in accordance with the provision of the Contract, provided that such directions do not touch upon the subject matter of the dispute in respect of which written notice has been given in accordance with this clause.

47. Joint and Several Liability

Where the Contractor consists of two or more persons, this Contract shall bind them jointly and severally. In particular, any agreement, representation, warranty or indemnity by one or more persons constituting

the Contractor binds all the persons constituting the Contractor jointly and severally and any agreement, representation, warranty or indemnity in favour of one or more persons constituting the Contractor is for the benefit of all the persons constituting the Contractor jointly and severally.

48. Termination

If the Contractor fails to carry on the Works at a rate of progress satisfactory to the Superintendent, or neglects or omits to carry out any instruction of the Superintendent in respect of the Works or fails to complete the whole of the Works within the period specified for completion or such extended time as the Superintendent may approve, or intimates that he is unwilling or unable to complete the Works, or becomes insolvent or bankrupt, or being a company goes into liquidation, the Superintendent may, by notice in writing either:

- a) terminate the Contract whereupon all sums of money which may remain in the hands of the Principal together with all materials on or about the site which are the property of the Contractor and have been provided by him for the purpose of carrying out the Works may be forfeited to the Principal and on being so forfeited shall become vested in or become payable to the Principal; or
- b) take the Works wholly or partly out of the control of the Contractor, or any other person in whose control or possession the Works or part of them may be, and complete the same by any other means he so decides. The Principal may take possession of and permit other persons to use any materials, plant or other things on or about the site of the Works, which are the property of the Contractor and are deemed to be requisite and necessary for the purpose of any such completion.

49. Rights of Principal to Recover Monies

Without limiting the Principal's rights under any other provision in the Contract should the Superintendent take action pursuant to Clause titled "Defect Liability Period" and/or "Termination" sub-clause (b) or any other clause in this Contract then all losses, costs, charges, outgoings and expenses incurred or sustained by the Principal in completing the Works or rectifying any breach of the Contractor under this Contract will be deemed to be a liquidated debt due to the Principal by the Contractor and will be deducted and set off from any monies that may then or may thereafter become due to the Contractor whether under this Contract or any other Contract whatsoever between the Principal and the Contractor and if the monies are less than the amounts so deductible then the amount of the deficiency shall be a liquidated debt due by the Contractor to the Principal.

Without prejudice to any other rights available to the Principal to recover such a liquidated debt the Principal may demand payment for and recover such liquidated debt against any bank guarantee, guarantee or other security that the Contractor may have given to or in favour of the Principal pursuant to this Contract or any other Contract whatsoever between the Contractor and the Principal.

50. Contractor's Performance Report

The Contractor agrees that upon Completion or the termination of the Contract:

- a) the Superintendent will prepare a Contractor's Performance Report ('**Report**');
- b) the Superintendent shall liaise with the Contractor in completing the Report although the Superintendent reserves the ultimate right to complete the Report (other than the contractor's comments); and
- c) the Principal will use and/or release the Report to Contractor Accreditation Limited and be entitled to release the report to any other department of the Commonwealth or any State or Territory for assessment for future work.

The Contractor agrees that neither the Contractor nor any other person shall have any claim against the Principal or employees or agents of the Principal under any circumstances as a result of the preparation and use of the Report.

51. Goods and Services Tax

For the purposes of this Clause unless the context otherwise requires:

'**GST**' means any tax imposed on Supply by or through the *New Tax System (Goods and Services Tax) Act 1999* ('**Act**') and any related *Tax Imposition Act* and "New Tax System Changes" has the meaning it bears in the *New Tax System (Trade Practices Amendment) Act 1999* ('**TPA**'). Where any other term is used in this clause which is defined in the Act or the TPA it shall have the meaning which it bears in the Act, or (if the term is not defined in the Act) then the meaning which it bears in the TPA;

'**GST Rate**' means the percentage amount of GST payable determined under section 9-70 of the Act as amended from time to time;

'**Input Tax Credit**' has the meaning it bears in the Act;

'**Recipient**' '**Entity**' and '**Supplies**' have the meaning they bear in the Act, and, in addition for the purposes of this contract shall also be read as follows:

- a) "**Entity**" shall also mean Contractor;
- b) "**Recipient**" shall also mean Principal;
- c) "**Supplies**" shall also mean the Works.

'**Adjustment**' means each form of adjustment to consideration provided for in this clause.

The parties acknowledge that the consideration under this Contract is inclusive of GST, where GST is calculated using the GST rate at the time of forming this Contract.

The Contractor shall provide the Recipient with a Tax Invoice and/or adjustment notes in relation to the supply prior to an amount being paid by the Recipient under this Contract, and shall do all things reasonably necessary to assist the Recipient to enable it to claim and obtain any Input Tax Credit available to it in respect of a Supply.

Where the GST rate is changed after the date of formation of this Contract the consideration under this Contract will be increased or decreased so that the consideration remains inclusive of GST, with GST calculated using the new GST Rate from the date of the change of the GST Rate that applies at the date of formation of this Contract.

52. Privacy

For the purposes of this Clause unless the context otherwise requires:

'**Act**' means the *Information Act (NT)*;

'**Privacy Laws**' means the Act; and the Information Privacy Principles set out in the Act or any "code of practice" approved under the Act that applies to any of the parties to this Contract.

'**Personal Information**' means all information about a person that is "personal information" as defined in the Act, which is collected and/or handled by any of the parties in connection with this Contract.

The Contractor agrees to deal with all Personal Information in a manner, which is consistent with the Privacy Laws and any other relevant privacy legislation, as if the Contractor were a public sector organisation.

The Contractor is to collect, use, disclose or otherwise deal with Personal Information only for the purposes of fulfilling its obligations under this Contract.

The Contractor is not to disclose Personal Information without the written authority of the Principal, and in any event disclosure is to be in accordance with the Privacy Laws. The Contractor is to immediately notify the Principal where it becomes aware that a disclosure of Personal Information may be required by law.

The Contractor is to ensure that any employees, agents or sub-contractors, and any other person who may have access to Personal Information held by the Contractor, are aware of the obligations of the Contractor under this Contract and undertake to not collect, access, use, disclose or otherwise deal with Personal Information except in performing their duties of employment and in accordance with this Contract.

The Contractor is to take all reasonable measures to ensure that Personal Information is protected from misuse, loss, unauthorised access, modification, disclosure or other misuse and that only personnel necessary to fulfil the obligations under this Contract have access to the Personal Information.

The Contractor is to develop, and obtain the written approval of the Principal of:

- a) policies for the management of personal information; and
- b) complaint handling procedures.

Each party is to immediately notify the other when a complaint is received. The Contractor acknowledges that individuals have the right to request access to, or correction of, the Personal Information held about them.

The Contractor must not transfer Personal Information outside the Northern Territory without the prior approval of the Principal. The Contractor, in respect to Personal Information, is to immediately notify the Principal where the Contractor becomes aware of a breach of this clause or the Privacy Laws.

The Contractor indemnifies the Principal in respect of any liability, loss or expense incurred arising out of or in connection with a breach of the obligations of the Contractor under this Contract.

When this Contract expires or is terminated, the Contractor must, at the Principal's discretion either:

- a) return to the Principal all records containing Personal Information; or
- b) retain any material containing Personal Information in a secure manner as approved by the Principal; or
- c) destroy or delete any Personal Information.

This sub-clause will survive the expiration or termination of this Contract.

Conditions of quoting

1 July 2020

Version 5.5

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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](#)¹ ('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.

¹ <https://nt.gov.au/industry/government/procurement-conditions-framework/procurement-code>

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

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

Where the Principal seeks an extension to the validity of the offer, a request will be forwarded to Respondents in writing and, within the time period stated in the request, a Respondent may by notice in writing:

- a) withdraw their Quotation Response; or
- b) agree to extend the validity of their offer for the requested period.

A failure to respond, or a failure to withdraw or agree in writing, within the time period stated in the request may result in the Quotation Response being deemed withdrawn by the Respondent and not considered further.

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

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](#)²".

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:

² <https://nt.gov.au/industry/government/procurement-conditions-framework/competitive-tendering-guidelines>

- 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) a signed training contract for the apprentice/trainee is registered with the Australian Apprenticeships NT ; or
- b) 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
- c) the training being undertaken is a recognised accredited training course.

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

- a) directly employ 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:

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

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

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

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

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

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 on the [Department of Health website](https://health.nt.gov.au/professionals/alcohol-and-other-drugs-health-professionals/volatile-substances)³.

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

³ <https://health.nt.gov.au/professionals/alcohol-and-other-drugs-health-professionals/volatile-substances>

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 Tenderer is required to become familiar with the "Site Rules for Contractors Entering School Premises" ('Site Rules') copies of which are available from the [Department of Education website](https://education.nt.gov.au/education/policies/site-rules-for-contractors-entering-school-premises)⁴ or the relevant School Principal, prior to submitting a Tender Response.

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

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.

⁴ <https://education.nt.gov.au/education/policies/site-rules-for-contractors-entering-school-premises>

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 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](#)⁵.

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 \(1\)](#)⁶, Civil Aviation Orders, [Part 82, Section 82.3, Appendix 3](#)⁷, where applicable and all applicable CASA Directives.

⁵ <https://transport.nt.gov.au/infrastructure/technical-standards-guidelines-and-specifications/technical-specifications>

⁶ <https://www.casa.gov.au/rules-and-regulations/standard-page/civil-aviation-advisory-publications>

⁷ <https://www.casa.gov.au/rules-and-regulations/landing-page/current-rules>

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.