



Conditions of Quoting

Grade 2

Effective Date: April 2017
Version No. 1.1

Issued by: Chief Procurement Officer

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Conditions of Quoting

1 Interpretation

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 closing 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 contained in this RFQ.

'RFQ' means the request for quotation inviting offers and includes all conditions, annexures, schedules, attachments and addenda.

'Supplier' means the person lodging a Quotation.

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

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

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 Supplier is an individual, their full name;
- b) if the Supplier is company or organisation, its company, business or trading name and unique business identifier required by law, that is ABN;
- c) the address for service of any notices necessary or required to be or which may be served on or given to the Supplier 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 Supplier) must be in English. A Quotation that does not comply with this requirement will be declared inadmissible for assessment.

2.2. Suppliers to Inform Themselves

Suppliers 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 Supplier 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 Supplier 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 Supplier must comply with the Northern Territory Procurement Code ('Code').

A copy of the Code is available at:

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

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

The section of the NT Procurement Code titled "Appeals and Review" does not apply to these Conditions of Quoting.

Collusion and Anti-Competitive Conduct

- a) This clause is intended to operate in addition to and not derogate from the clause entitled "Compliance with NT Procurement Code". However, if there is an inconsistency between this clause and the clause entitled "Compliance with NT Procurement Code" or with the NT Procurement Code itself, this clause will prevail to the extent of the inconsistency.
- b) The Principal reserves the right, at its discretion, to report suspected collusive or anti-competitive conduct by Suppliers to the appropriate regulatory authority and to provide that authority with any relevant Supplier information.
- c) Any obligation on the Principal to keep a Supplier or Quotation information confidential will not be breached if the information is disclosed by the Principal to the appropriate regulatory authority because of suspected collusive or anti-competitive behaviour.
- d) The Supplier warrants that their Quotation has not been prepared with any consultation, communication, contract, arrangement or understanding with any competitor, other than:
 - i. where certain joint venture arrangements exist between the Supplier and a competitor, or
 - ii. where the Supplier and a competitor have an agreement that has been authorised by the Australian Competition and Consumer Commission, or
 - iii. where the Supplier has communicated with a competitor for the purpose of subcontracting a portion of the Quotation, and where the communication with that competitor is limited to the information required to facilitate that particular subcontract.
- e) In such a situation the Supplier agrees to fully disclose the full nature and extent of any agreements with competitors to the Principal.

- f) In the event that no such disclosure is made, the Supplier warrants that their Quotation has not been prepared with any consultation, communication, contract, arrangement or understanding with any competitor regarding:
 - i. prices
 - ii. methods, factors or formulas used to calculate prices
 - iii. the intention or decision to submit, or not submit, a Quotation
 - iv. the submission of a Quotation that is non-conforming or inadmissible
 - v. the quality, quantity, specifications or delivery particulars of the products or services to which this RFQ relates, and
 - vi. the terms of the Quotation.
- g) The Supplier acknowledges that if the Principal accepts the Supplier's Quotation and enters into a contract with the Supplier, the Principal will do so on reliance of the warranty provided in this clause.

2.5. Enquiries

Should the Supplier:

- 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 Supplier 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 Supplier.

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

2.6. Probity Advisor

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

2.7. Addendum

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

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

It is the sole responsibility of Suppliers to ensure that their contact details held by the Principal 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 Supplier 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, Suppliers should provide their best offer in their Quotation.

3 Quotation Validity

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

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

Upon the expiry of the validity period:

- a) a Supplier may withdraw their Quotation by written notice to the Principal; or
- b) the Principal may, request an extension to the validity period.

4 Site Inspection

The Principal may provide Suppliers 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 Supplier 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 Supplier they represent.

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

5 Industry Briefing

The Principal may provide Suppliers 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 Supplier 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 Supplier they represent.

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

6 Alternative Quotations

Suppliers 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 conforming Quotation, the Supplier 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, Suppliers 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).

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

7 Part Offer and Part Acceptance

Unless otherwise stated in the Annexure, Suppliers 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 Supplier specifically states to the contrary in its offer.

8 Pricing

8.1. 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.

8.2. 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 Supplier, but will be used for assessment purposes only.

8.3. 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 Supplier may be requested to confirm the quoted price or respond to questions regarding particular aspects of the Quotation. The Supplier 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 the 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 Supplier, declare the Quotation inadmissible for assessment.

8.4. Competitive Neutrality

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

A copy of the Guidelines is available from:

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

9 Conflict of Interest

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

Suppliers must declare any Conflict in their Quotation.

Suppliers 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 Supplier is aware that an actual, potential or perceived Conflict exists or may arise, that Supplier 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.

10 Panel Period Contract

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

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

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

11 Common-Use Contract

If so stated 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.

12 Signing Documents

The Supplier must sign its Quotation as indicated below:

- a) If the Supplier is a company:
 - i. with its common seal, and the fixing of the seal witnessed by:
 - ii. two (2) directors of the company; or
 - iii. a director and a company secretary of the company; or
 - iv. for a proprietary company that has a sole director who is also the sole company secretary – that director; or
 - v. without its common seal, if signed by:
 - vi. two (2) directors of the company; or
 - vii. a director and a company secretary of the company; or
 - viii. for a proprietary company that has a sole director who is also the sole company secretary – that director; or
 - ix. 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 later evidence of the authority of those proprietors to bind the firm may be required by the Principal.

Where the Supplier is lodging its Quotation via email, there is no requirement to complete the "signature" block on the Declaration by Supplier form.

13 Lodgement of Quotation

13.1. 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 to the RFQ; or
- b) electronically, using the email address stated on the cover of the RFQ.

Failure to comply with the above requirements will 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.

13.2. Inadmissibility

Unless otherwise specified, Quotations provided to the Principal using a method that is not specified in clause 13.1, including but not limited to orally or electronically will be declared inadmissible for assessment.

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

13.3. Closing Time and Date

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

13.4. Late Tenders

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.

14 Admissibility

Unless otherwise specified, if a Supplier 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 Supplier has or is likely to gain an unfair advantage;
- c) reasons for the Supplier'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.

15 Ownership of Documents

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

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

By lodging a Quotation, a Supplier 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 subsist in the Quotation.

16 Changes to the Conditions

16.1. Conditions of Quoting

Suppliers are not permitted to request changes or propose alternatives to these Conditions of Quoting. Any Supplier 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.

16.2. Conditions of Contract

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

Where Suppliers request changes to the Contract or propose alternative conditions of contract, they must clearly specify in the appropriate section of the Response Schedules the changes to the

Contract that are being requested or the alternative conditions of contract that are being proposed.

Where Suppliers request changes to the Contract or propose alternative conditions of contract, they do so at their own risk, as the changes will be deemed to have formed part of their offer and their 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 the changes to the Contract or alternative conditions of contract are not permitted, a Quotation requesting changes to the Contract, or proposing alternative conditions may be declared inadmissible for assessment.

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

17 Assessment Criteria

Selection of the successful Supplier will be based on a best value for Territory assessment of the Quotation against the assessment criteria specified in the Annexure.

18 Conduct of the Assessment

18.1. General

For the purpose of the assessment, clarification, negotiation and reporting of this RFQ 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 in order to comply with obligations, exercise rights under this RFQ and enable effective management or auditing of the Principal's activities.

18.2. Clarification and Additional Information

The Supplier 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 Supplier has the ability to provide the Supplies.

The Supplier 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.

18.3. 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 Suppliers, their employees, officers, partners, associates, subcontractors or related entities and their employees, officers and subcontractors. These checks may include (without limitation) ascertaining in relation to each Supplier:

- 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.

Suppliers 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 Supplier does not promptly provide all reasonable assistance to the Principal in this regard or based on the outcomes of the investigations or checks.

19 Negotiations

The Principal may engage in detailed discussions and negotiations with one or more Suppliers.

The selection of Suppliers under this clause does not bind the Principal to a contractual relationship and is not an indication that the Supplier will be successful.

The result of any successful negotiations will be incorporated into the Contract.

20 Best and Final Offer

Following negotiations with one or more Supplier's, the Principal may, in its absolute discretion, request one or more of those Suppliers to submit a best and final offer.

Where a Supplier receives such a request from the Principal:

- a) the Supplier must provide a best and final offer within the time requested by the Principal in its request;
- b) the offer submitted by the Supplier must be the Supplier's best and final offer and no further negotiation will occur in respect of the best and final offer submitted; and
- c) the best and final offer submitted by a Supplier is capable of acceptance by the Principal."

21 Notification of Acceptance

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

The successful Supplier will be notified in writing on the completion of the RFQ process ('Notice of Acceptance' or 'Purchase Order')

Unless otherwise specified, the Notice of Acceptance forms a binding agreement between the Principal and the successful Supplier 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 Supplier 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 or Purchase Order.

The Principal may, at its absolute discretion, publish details of the successful Quotation or successful Quotations on its website, the Northern Territory Government website, or in other publications produced by the Principal.

The publication may include the contract reference number, a brief description of the goods, works or services and the location where they will be performed, the successful Supplier's name and address and the total value or total estimate value of each contract awarded to a successful Supplier.

By submitting a Quotation, the Supplier agrees to the Principal publishing and disclosing information contained in its Quotation, in accordance with and for the purposes of this clause.

22 Unsuccessful Quotations

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

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

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

23 Site Specific Special Conditions

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

23.1. Royal Darwin Hospital

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

Inspections are to take place on the time and day specified in the Annexure and in conjunction with the MPMES.

Failure to inspect the site or become familiar with the Site Rules may result in the Quotation being declared inadmissible for further assessment.

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

23.2. Katherine Hospital

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

Inspections are to take place on the time and day specified in the Annexure and in conjunction with the HMM.

Failure to inspect the site or become familiar with the Site Rules may result in the Quotation being declared inadmissible for further assessment.

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

23.3. Gove District Hospital

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

Inspections are to take place on the time and day specified in the Annexure and in conjunction with the HMM.

Failure to inspect the site or become familiar with the Site Rules may result in the Quotation being declared inadmissible for further assessment..

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

23.4. Tennant Creek Hospital

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

Inspections are to take place on the time and day specified in the Annexure and in conjunction with the HMM.

Failure to inspect the site or become familiar with the Site Rules may result in the Quotation being declared inadmissible for further assessment.

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

23.5. Alice Springs Hospital

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

Inspections are to take place on the time and day specified in the Annexure and in conjunction with the ESM.

Failure to inspect the site or become familiar with the Site Rules may result in the Quotation being declared inadmissible for further assessment.

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

23.6. Uluru – Kata Tjuta National Park

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

Uluru – Kata Tjuta National Park
PO Box 119

YULARA NT 0872
Tel: (08) 8956 1100

23.7. Kakadu National Park

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

Kakadu National Park
PO Box 71
JABIRU NT 0886
Telephone: (08) 8938 1120

23.8. Workers' Accommodation Jabiru

The Supplier 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

23.9. Groote Eylandt

Suppliers are advised that there are restrictions on carrying out work in this area. It is the Supplier'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 Supplier is required to submit with its Quotation, written confirmation that their price includes for these requirements and that satisfactory arrangements, if necessary, have been made with GEMCO for the provision of services etc. Failure to provide written confirmation may result in the Quotation being declared inadmissible for further assessment.

23.10. Work on Communities

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

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

23.11. NT Correctional Centres

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

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

If specified in the Annexure, the Supplier is required to inspect the site at the designated time and date and in conjunction with the Prison Superintendent.

Failure to inspect the site (if required to do so) or become familiar with the Site Rules may result in the Quotation being declared inadmissible for further assessment.

The successful Supplier 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 the Site Rules and their application and that they comply with the Site Rules.

23.12. NT Schools

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

If specified in the Annexure, the Supplier is required to inspect the site at the designated time and date.

Failure to inspect the site (if required to do so) or become familiar with the Site Rules may result in the Quotation being declared inadmissible for further assessment.

The successful Supplier 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 the Site Rules, their application and that they comply with the Site Rules.

23.13. Parliament House

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

If specified in the Annexure, the Supplier is required to inspect the site at the designated time and date.

Failure Suppliers to inspect the site (if required to do so) or become familiar with the Site Rules may result in the Quotation being declared inadmissible for further assessment.

The successful Supplier 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 the Site Rules, their application and that they comply with the Site Rules.

23.14. NT Police Fire and Emergency Services Assets

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

Facilities Manager
NTPFES Facilities Management Branch
Telephone: 8922 3301

If specified in the Annexure, the Supplier is required to inspect the site at the designated time and date and in conjunction with the OIC of the NTPFES facility.

Failure to inspect the site (if required to do so) or become familiar with the Site Rules may result in the Quotation being declared inadmissible for further assessment.

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

23.15. Aerodromes

Supplier are advised that restrictions may apply to entering and working in a Aerodrome and should become familiar with Appendix 1 (Directions Relating to Aerodrome Works) to Chapter 13 of the Civil Aviation Safety Authority document "Rules and Practices for Aerodromes" issued by Air Services Australia.

23.16. Defence Areas

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

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

24 Security Conditions

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

The Supplier 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.

Suppliers 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. Suppliers 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.