Invitation to Tender

Part A - Tender Information and Conditions

Zimin Drive Shared Pathway Construction

Civil Construction

T25-04

Closing Time and Date:	2pm Australian CST Friday 27th November 2026
Method of Lodgement:	Electronic Tender Response via Tenderlink

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1. Definition and Interpretation

1.1. Definitions

In this Invitation to Tender, unless a contrary intention appears, the following terms are defined to mean:

(a) **Alternate Tender Response** means a non-conforming proposal submitted by a tenderer that satisfies the requirements nominated in Section 5.7;

(b) **Awarded Contract** means the fully executed contract between Council and the successful tenderer;

(c) **Contract** means the proposed form of contract included in this invitation to tender;

(d) **Contractor** means the preferred tenderer awarded the tender, resulting in an executed awarded contract;

(e) **Council** means Katherine Town Council, its officers, agents and assigns;

(f) **Council Representative** means the individual identified in Section 4.2;

(g) **Invitation to Tender** means the documents nominated in Section 3.1 provided by Council to the tenderer for the purpose of developing a tender response;

(h) **Notice of Award** means written notification signed by an authorised representative of Council to the tenderer that its tender response has been accepted, subject to any modifications, amendments or conditions required by Council;

(i) **Return Schedules** means Invitation to Tender: Part D – Return Schedules;

(j) **Specification** means the specification for which this invitation to tender has been sought, as outlined in Invitation to Tender: Part B – Specification;

(k) **Tender Closing Date** is defined in Section 5.4;

(l) **Tender Opening Date** is defined in Section 5.4;

(m) **Tender Period** is defined in Section 5.3;

(n) **Tender Response** means the fully completed Return Schedules submitted by a tenderer, in accordance with the conditions outlined in this Invitation to Tender: Part A – Tender Information and Conditions;

(o) **Tenderer** means the person, firm or company who has chosen to submit a tender response;

(p) **Tenderer Representative** is defined in Section 4.1;

(q) **Vendor Panel** means the web-based online strategic sourcing tool used by Council to publish the invitation to tender.

1.2. Interpretation

- In this Invitation to Tender, except to the extent the context otherwise requires:

(a) the singular includes the plural and vice versa, and a gender includes other genders;

(b) a reference to a party is to be construed as a reference to a party to this Invitation to Tender;

(c) a reference to a party to this Invitation to Tender or any other document or agreement includes its successors and permitted assigns;

(d) a reference to an item in a Section, schedule, attachment, annexure or appendix is a reference to an item in a Section of or schedule, annexure or appendix to this Invitation to Tender and references to this Invitation to Tender include its schedules, attachments, appendices and any annexures;

(e) where a word or phrase is given a particular meaning, other parts of speech or grammatical forms of that word or phrase have corresponding meanings;

(f) a reference to a document or agreement including this Invitation to Tender includes a reference to that document or agreement as amended, novated, supplemented, varied or replaced from time to time;

(g) in the interpretation of this Invitation to Tender, headings are provided for convenience only and are to be disregarded for interpretation purposes;

(h) in the construction and interpretation of the Invitation to Tender, no rule of construction or interpretation applies to Council's disadvantage or to the Tenderer's advantage on the basis that Council prepared or caused this Invitation to Tender to be prepared on its behalf; and

(i) wherever the words 'include', 'included' or 'including' are used in this Invitation to Tender, those words will be interpreted in all cases as if they were proceeded by the further words 'but not limited to' or the appropriate grammatical derivative.

2. The Opportunity

2.1. Katherine Town Council

- Katherine Town is located at the heart of the 340,000km² Big Rivers Region. The Big Rivers Region consists of many rivers, with our town on the banks of the Katherine River.
- We are the fourth largest town in the Northern Territory and a thriving regional centre for service delivery. The local government area of Katherine has a population of around 10,000 with 25.5% of residents identifying as Aboriginal and/or Torres Strait Islander. The council area includes four communities and homelands: Rockhole, Miali Brumby (Kalano), Binjari, and Geyulkgan (Walpiri camp).
- We are also a hub for the surrounding region, so our strategic priorities have been developed on the basis that the town and our Council provides services to over 25,000 people.
- Katherine is often called the crossroads of the north as we're found on the junction of the Stuart and Victoria Highways, connecting Australia from north to south and east to west, making us a vital through point for travellers, industry and local communities.
- The region is abundant in natural resources, its vast land mass and unique landscape driving agriculture, energy, resources and tourism.
- Our location is critical to Australia's northern Defence capacity and a significant part of Australia's Defence strategy. Katherine already has a large Defence population, and this is expected to grow with the expansion of the Royal Australian Air Force (RAAF) airbase at Tindal, which is inside Katherine's local government area.
- Finally, we are a must-see tourist destination for our natural wonders. We boast major attractions including thermal hot springs right in town and we're a short 20-minute drive from the renowned Nitmiluk National Park with its ancient Katherine Gorge. Plus, we offer a variety of food, culture, arts and sport within our town. With growing investment in the region, there is plenty to get excited about here in Katherine.
- Katherine Town Council (Council) is seeking the services specified in Part B - Specification
- Suitably qualified Tenderers with proven capability, capacity, and sound financial and technical background to deliver the Specification outlined in this Invitation to Tender are invited to participate in this Invitation to Tender process.

3. Invitation to Tender

3.1. Invitation to Tender Parts

- The Invitation to Tender is made up of the following parts:

(a) **Part A** - Tender Information and Conditions;

(b) **Part B** - Specification;

(c) **Part C** - Conditions of Contract (in the form of a draft contract to be the basis of the final Contract);

(d) **Part D** - Return Schedules;

(e) **Part E** - Return Schedules - Pricing;

(f) Any addenda issued by Council;

(g) Any appendices, schedules and annexures issued by Council; and

(h) Any other document issued by Council, expressed to be forming part of this Invitation to Tender.

3.2. Inconsistency

- All parts of the Invitation to Tender must be read and construed together so that all parts are as far as possible consistent. Where the documents are inconsistent, the documents should be read and construed in the order of priority as follows:

(a) **Part A** - Tender Information and Conditions;
(b) **Part B** - Specification;
(c) **Part C** - Conditions of Contract;
(d) **Part D** - Return Schedule – Written; and
(e) **Part E** - Return Schedule – Pricing

4. Representatives and Correspondence

4.1. Tenderer Representative

(a) Council requests the Tenderer to nominate a single point of contact within the Tenderer's organisation for all communications in relation to the Invitation to Tender (**Tenderer Representative**).

(b) Where the Tenderer wishes to nominate additional point(s) of contact, the Tenderer must provide the representative'(s) name and contact information.

(c) Acceptance of any additional Tenderer Representative(s) by Council will be notified by via email to the Tenderer Representative.

4.2. Council Representative

All communications related to this Invitation to Tender must be directed to the following Council Representative in the first instance:

Matt Arnott
Manager Projects Portfolio
matthew.arnott@ktc.nt.gov.au

4.3. Correspondence to be in Writing

All correspondence regarding this Invitation to Tender must be submitted in writing via Vendor Panel. Verbal communications, including modifications to Tender Responses, will not be recognised.

5. Invitation to Tender Conditions

5.1. Statutory Compliance

- Through this Invitation to Tender process Council seeks to ascertain the Tenderer capability, capacity and interest in delivering the Specification outlined in the Invitation to Tender.
- Council will follow the statutory process for this Invitation to Tender in accordance with Section 228 of the Local Government Regulation 2012.

5.2. Transmission of Invitation to Tender

- The Invitation to Tender is released via Vendor Panel.

5.3. Tender Period

- The Tender Period commences on the date and time nominated on Vendor Panel **(Tender Opening Date)** and Tender Responses must be submitted prior to the date and time identified as the close date on Vendor Panel **(Tender Closing Date)**.

5.4. Invitation to Tender Schedule

- The following is an approximate process timeframe, provided as a guide only. Refer to Part B: Measures and KPIs for all required deadlines.

Process Task	Target Date
Tender Opening Date	2nd November 2026
Tenderer Information Session/Site Visit	On Request
Last day for Submitting Clarifications	20th November 2026
Tender Closing Date	27th November 2026
Target Contract Commencement	1st March 2027
Target Completion Date	25th June 2027

- Timeframes nominated in this Section 5.4 are subject to variation by Council at any time during the Invitation to Tender process, and Council will not be liable for any costs associated with any changes to the timeframes.

5.5. Tenderer Site Visits

- A site visit to Zimin Drive
- The date and time for this site visit will be confirmed by addendum once scheduled
- To ensure that you are notified in advance, please confirm your intention to attend by email to projects@ktc.nt.gov.au – Subject: **T25-04 Attending site visit**
- provide your company name, attendee(s) name(s) and job title(s).
- You'll be provided with an email response when the date is confirmed

5.6. Lodgement of Tender Response

(a) Tenderers must submit their Tender Response in the manner nominated in this Section 5, on or before the Tender Closing Date.

(b) All Tender Responses must be submitted via Vendor Panel.

(c) Tender Responses must be submitted before the Tender Closing Date. Any Tender Response received after the Tender Closing Date may be deemed non-conforming and excluded from the Invitation to Tender process.

5.7. Tender Response

(a) Tender Responses must be fully completed in the format nominated in the Return Schedules, including relevant supporting documents.

(b) The identity of the Tenderer is fundamental to Council. For the purposes of a Tender Response, the Tenderer is the person, persons, corporation or corporations:

i. who is named as the Tenderer in the Tender Response; and

ii. who has duly executed the Tender Response in a manner that binds the Tenderer.

(c) Any Tender Response that does not conform with the requirements nominated in the tender release, may be deemed non-conforming and Council reserves the right, in its absolute discretion, to exclude the non-conforming Tender Response from the Invitation to Tender process.

(d) Non-conforming proposals (Alternate Tender Response) may be considered by Council only where the Tenderer has lodged a conforming Tender Response. At a minimum, an Alternate Tender Response must satisfy the following requirements:

i. completion of the Return Schedules, separate from the conforming Tender Response, and clearly identified as an Alternate Tender Response; and

ii. identification of the variations and deviations between the Alternate Tender Response and the Tender Response. Tenderers are invited to populate the table within the Form of Tender (Invitation to Tender: Part D - Return Schedules) with the non-conformance/alternate.

iii. Each Tender Response constitutes an offer by the Tenderer to Council for the supply of the Specification.

5.8. Tender Opening

(a) Tenders will be opened at the Tender Closing Date.

(b) Tenders will not be opened publicly.

5.9. Prices Offered

(a) All prices must be in Australian currency and excluding GST.

(b) Tender Responses must include reasonable pricing transparency to enable Council to adequately assess and compare Tender Responses.

5.10. Tenderer Queries and Clarifications

(a) If any Tenderer identifies any errors or omissions in any part of the Invitation to Tender or requires clarification as to the meaning of any aspect of the Invitation to Tender, the Tenderer must submit a query in accordance with the requirements of this Section.

(b) Clarifications must be submitted via writing and by using Vendor Panel.

(c) Clarifications will be received up until four (4) business days before the Tender Closing Date.

(d) Council will endeavour to provide written responses to Tenderer queries and clarifications within a reasonable period. All Council responses will be made available to all Tenderers via Vendor Panel.

5.11. Validity of Tender Response

- Tender Responses must remain open for acceptance to shortlisting phase for a period of not less than ninety (90) calendar days from the Tender Closing Date. Tenderers may elect to offer a longer validity period, and this must be nominated in the Return Schedule.

5.12. Modifications or Withdrawal of the Invitation to Tender

(a) Council reserves the right to modify, correct, clarify or otherwise vary the Invitation to Tender at any time before the Tender Closing Date. All Tenderers will be notified in writing of any such modifications, changes, updates, revisions or corrections.

(b) Council reserves the right to suspend, terminate or abandon the Invitation to Tender at any time during or after the Tender Closing Date. All Tenderers will be notified in writing of any such modification.

(c) Any notices or amendments issued by Council to the Tenderers during the Tender Period will form part of the Invitation to Tender.

(d) In accordance with Section 228(7) of the Local Government Regulation 2012, Council reserves the right to:

i. change the tender specifications if required; and

ii. invite all Tenderers to change their Tender Responses to take account of a change in the tender specifications, before making a decision on the Tender Responses.

5.13. Omission of Elements of Work

- Council reserves the right to omit items from the Specification offered in this Invitation to Tender without penalty to Council.

5.14. Ownership of Tender Response

- By submitting an Invitation to Tender, the Tenderer:

  (a) licences Council to reproduce for its own internal purposes whatsoever, the whole or any portion of their Tender Response, notwithstanding any copyright or other Intellectual Property Right that may subsist in the Tender Response; and

  (b) acknowledges that the submission and all other documents submitted with the Tender Response will not be returned to the Tenderer.

- Council acknowledges that, subject to sub-section (a), the Intellectual Property Rights in the Tender Response remains vested in the Tenderer.

5.15. No Obligation to Proceed or Enter into a Contract

(a) The Invitation to Tender is not an offer of contract by Council. The Invitation to Tender is merely an invitation for Tenderers to submit an offer for the supply of the Specification in this Invitation to Tender.

(b) By issuing this Invitation to Tender, Council is under no obligation (whether equitable or legal) to proceed either in whole or in part with the award of a contract. Council is not committed contractually in any way to any person who may receive the Invitation to Tender or submits a Tender Response.

5.16. Withdrawal or Revision of Tender Response

(a) Revised Tender Response

A Tenderer who has submitted a Tender Response may revise its Tender Response at any time prior to the end of the Tender Closing Date. Tenderers electing to revise its Tender Response will be required to upload the updated Tender Response to Vendor Panel prior to the Tender Closing Date. Tenderers must ensure that the updated Tender Response filename is clearly identified.

(b) Withdrawal prior to end of Tender Period

Tenderers who elect to withdraw their Tender must notify the Council Representative in writing, via email, of its intention to withdraw.

5.17. Acceptance and Rejection of Tender Response

(a) Rejection of Tender Response

Council in its absolute discretion, may, without being under any obligation to give reasons for undertaking any of the actions specified below:

i. reject any or all of the Tender Responses, or to waive any irregularities in the Tender Response;
ii. accept all or any part of a particular Tender Response;
iii. accept any particular Tender Response even though the pricing or some other aspect specified in that Tender Response may not be as favourable as some other Tender Response;
iv. review, evaluate and dispose of any Tender Response as it sees fit; and
v. suspend, or discontinue, temporarily or permanently, the Invitation to Tender process at any time and for any reason.

(b) Acceptance of Tender Response

A Tender Response will not be deemed to have been accepted by Council, unless and until either:

i. a non-conditional Notice of Award has been delivered or sent to the Tenderer;
ii. the parties have executed a written contract,

whichever is the earlier.

6. Costs

- Council is not and will not be responsible for any costs (whether direct or indirect) incurred by a Tenderer in preparing, submitting or participating in the Invitation to Tender or otherwise responding to the Invitation to Tender (including attending or providing demonstrations or site visits) or in any subsequent discussions or negotiations.

7. Accuracy of Information

7.1. No Liability for Information Provided

Although Council has attempted to provide reliable information in this Invitation to Tender, it gives no warranty as to the accuracy, completeness and sufficiency of any information given to the Tenderer whether verbally or in writing by Council, its employees, agents, consultants, advisers or other representatives. The Tender Response submitted by the Tenderer will be deemed for all purposes to have been based upon the Tenderer's own investigations and determinations, and Council (and its employees, agents, consultants, advisers or other representatives) accepts no responsibility for the Tenderer relying on the contents of this Invitation to Tender or any other statements made, or information provided, on behalf of Council.

7.2. Discrepancy, Error or Omission

In the event that that Tenderer finds any discrepancy, error or omission in the Invitation to Tender, they must notify the Council Representative in writing as early as reasonably possible, but in any event before the Tender Closing Date.

7.3. Tenderer to Fully Inform Itself

The Tenderer is required to fully inform itself of all conditions relating to the Specification contained in this Invitation to Tender at its own cost and expense, before submitting its Tender Response.

7.4. Statement of Interpretation

(a) If the Tenderer has any doubts as to the meaning of any part of the Invitation to Tender, it must when submitting its Tender Response include a statement of the interpretation upon which it relies and upon which its Tender Response has been prepared and submitted.

(b) In addition, the Tenderer may also submit questions or clarifications to Council to resolve any concerns via Vendor Panel (refer Section 5.10).

8. Tenderer's Responsibilities

8.1. General Obligations

Before submitting its Tender Response, the Tenderer must:

(a) carefully read and consider the Invitation to Tender and any other information made available by Council;

(b) read and consider all information relevant to the risks, contingencies and other circumstances relevant to this Invitation to Tender;

(c) inform itself of the nature of the obligations it must discharge under the Contract;

(d) inform itself of the labour, plant and equipment and other items necessary, suitable or desirable to enable the Tenderer to discharge its contractual obligations;

(e) not rely upon any information provided by or on behalf of Council;

(f) independently verify any information provided by or on behalf of Council, and satisfy itself that the information is adequate and accurate;

(g) satisfy itself that the information in its Tender Response is accurate and complete; and

(h) satisfy itself that its Tender Response complies in all respects with the requirements outlined in this Part A - Tender Information and Conditions of the Invitation to Tender.

8.2. Conduct of Tenderer

(a) Tenderers must not, and must ensure that their officers, employees, agents, representatives or advisors do not, in relation to the preparation, lodgement or assessment of the Tender:

i. make false or misleading claims or statements;

ii. improperly obtain confidential information;

iii. receive improper assistance; or

iv. attempt to improperly influence an officer of Council.

(b) Any Tenderer:

i. found to have offered a bribe, gratuity, bonus, discount or any sort of enticement to any Councillor, employee of Council or their representatives; will have their Tender Response excluded;

ii. who discusses the Invitation to Tender with any Councillor, employee of Council (with the exception of the nominated Council Representative), at any time prior to the formal notification of any decisions, may have their Tender Response excluded by Council.

8.3. Conflicts of Interest

(a) Tenderers must clearly identify in their Tender Response whether or not they have any actual, perceived or potential conflict in responding to this Invitation to Tender, and if so, the manner in which they intend to deal with that conflict.

(b) If, at any time, an actual or potential conflict of interest arises for any Tenderer, that Tenderer must immediately notify Council in writing of that Conflict of Interest.

(c) If a Tenderer notifies Council of an actual or potential conflict of interest, or Council becomes aware of the existence of an actual or potential conflict of interest, Council may, in its absolute discretion:

i. enter into discussions to seek to resolve such conflict of interest;

ii. cease further consideration of and disregard the Tender Response lodged by that Tenderer; and/or

iii. take any other action as it considers appropriate.

(d) Any Tenderer who directly or indirectly canvasses support from an elected member or employee of Council will be disqualified and any Tender Response will not be considered.

8.4. Collusive Behaviour

(a) Tenderers and their respective officers, employees, agents and advisors must not engage in any collusive behaviour, anti-competitive conduct or any other similar conduct with any other Tenderer that contravenes any laws, or any other person in relation to the preparation or lodgement of a Tender Response.

(b) All Tenderers, as part of its Tender Response, will complete and correctly execute the Statutory Declaration on non-collusion contained in the Return Schedules.

(c) In addition to any other remedies available under law or any Contract, Council, in its sole and absolute discretion, may immediately reject any Tender Response by a Tenderer that has engaged in any collusive behaviour, anti-competitive conduct or any other similar conduct with any other Tenderer or any other person in relation to the preparation or lodgement of its Tender Response.

9. Information and Obligations of Confidentiality

9.1. Freedom of Information (FOI)

(a) FOI is one of three elements of the Northern Territory Information Act 2002 ("*Information Act*") which provides members of the public with a legally enforceable right to apply for access to government information, and the right to apply to correct personal information the government holds (including Local Governments).

(b) The Information Act requires that documents be disclosed upon request, unless the documents are exempt or, on balance, disclosure is contrary to the public interest.

(c) Information provided by the vendor is potentially subject to disclosure to third parties pursuant to the Information Act.

(d) If disclosure under the *Information Act*, or general disclosure of information provided by the vendor, would be of substantial concern to the vendor, because it would disclose trade secrets, information of commercial value, the purpose or results of research or other information of a confidential nature, including personal information (as that expression is defined in the *Privacy element* of the *Information Act*, this should be indicated by the vendor in its Tender Response. It is not guaranteed that any information provided by the vendor will be protected from disclosure under the *Information Act*.

(e) The Tenderer must familiarise itself with the relevant provisions of the *Information Act* dealing with the requirements for disclosure of information by agencies, and the grounds on which access to information may be refused.

(f) No responsibility is accepted for the accuracy or adequacy of any information it provides to Tenderers concerning the content or effect of the *Information Act*.

(g) Council reserves the right to disclose, by publication by means of media of its choosing upon award of any contract details of the name and address of the Contractor, a description of the relevant goods, services or goods and services, the commencement and expiry dates of the contract and the consideration payable by Council under the Contract.

9.2. Privacy

(a) Privacy is one of three important elements of the Information Act where it sets out 10 Information Privacy Principles (IPPs) that bind public sector organisations.

(b) Council is bound by the Privacy provisions of the Information Act which controls how government collects, manages, uses and discloses personal information. By submitting a Tender Response, the Tenderer warrants that it has obtained the consent of each individual whose personal information (as that expression is defined in the IPPs) is included in the Tender Response for:

i. the inclusion of their personal information in the Tender Response; and

ii. the use of the personal information by Council for the purpose of evaluating and awarding the Tender Response; and

iii. the disclosure of the personal information to other parties (including professional advisors) as may be involved in assisting Council with the evaluation of the Tender.

(c) The Tenderer must indemnify Council against any claim, damage or loss (including legal costs and expenses) that Council may incur as a consequence of a breach by the Tenderer of the warranty in Section 9.2(b).

(d) Any personal information exchanged between the Tenderer and Council must be dealt with in accordance with the *Information Act*.

(e) The Tenderer must immediately notify Council upon becoming aware of any breach of this Section 9.2.

9.3. Public announcements

Neither the Tenderer nor Council will make any public announcements or disclosures as to the Invitation to Tender (except any advertising which Council undertakes to advise Tenderers of the Invitation to Tender), the Invitation to Tender process, or otherwise, in relation to the subject matter of any potential Contract, without the prior written consent of the other party (except as required by any applicable law or regulatory requirement).

10. Evaluation Process

10.1. Evaluation Principles

- Evaluation of the RFQ Responses will be generally in accordance with the requirements of the Local Government Act 2019 (NT) and other applicable legislative requirements. Regulation 33 of the Local Government (General) Regulations 2021 requires Council to have regard to the following principles:

(a) the enhancement of the capabilities of local enterprises and industries;

(b) the employment of Aboriginal people;

(c) ethical behaviour and fair dealings;

(d) environmental protection and sustainability;

(e) open and effective competition;

(f) value for money;

(g) any other principle the council considers appropriate development of local business and industry;

10.2. Mandatory Evaluation Criteria

- Tenderers must meet the following **mandatory** requirements; failing which their Tender Response may be treated as non-conforming and may be excluded for evaluation, according to Council's absolute discretion:

(a) Provision of a completed and signed Form of Tender (Invitation to Tender: Part D – Return Schedules); and

(b) Fully completed Return Schedules; and

(c) Has financial capability to complete the works;

(d) Hold sufficient insurance to complete the works; and

(e) Hold sufficient licenses and registrations to complete the works.

10.3. Scoring Evaluation Criteria

The table below summarises the key attributes that will be considered when scoring the Tender Response.

Item	Evaluation Criteria
1	Price
2	Local Contribution
3	Competency
4	Past Performance
5	Value Adding

10.4. Evaluation Steps

Step 1 - Assessment for Compliance and Mandatory Requirements

(a) Council will assess all Tender Responses for completeness, unintentional errors in the Return Schedules, compliance with the Invitation to Tender requirements and mandatory criteria.

(b) Council may exclude any Tender Response if the Tender Response:

i. is received after the Closing Date; or

ii. does not satisfy the compliance or mandatory requirements.

(c) Council, in its sole discretion, may exclude any Tender Response where the Tender Response:

i. includes electronic files that are corrupted, contains a virus or otherwise cannot be read;

ii. is incomplete;

iii. includes prices that are not clearly and legibly stated;

iv. does not comply with the Invitation to Tender requirements;

v. indicates that the Tenderer is not fully capable of undertaking a contract in the form of the Contract;

vi. is clearly uncompetitive when compared with other Tender Responses; and

vii. is rated unsuitable or unsatisfactory against one or more of the Evaluation Criteria.

(d) Tender Responses satisfying the compliance and mandatory requirements will progress for evaluation by Council's multi-disciplined evaluation team, using Council's pre-determined scoring evaluation criteria.

Step 2 - Evaluation of Scoring Criteria

Tender Responses will be assessed against the evaluation scoring criteria. These are comprehensive assessment factors that take into account functional technical capability, Tenderer's capacity and value for money, in the context of the risk profile represented by each Tenderer.

(a) Clarification of Tender Response

i. At any stage after the Closing Date, Council may engage in discussions with the Tenderer, or seek clarification of any Tender Response in respect of specific matters included in the submission.

ii. Council may request the Tenderer to provide additional information in writing or via a presentation to assist with the evaluation process.

iii. In the event that any clarification, additional information or presentation is requested from a Tenderer by Council, the Tenderer must provide such clarification, additional information, presentation or site inspection at no cost to Council whatsoever.

(b) Independent Enquiries

Council may make independent enquiries about matters relevant to the evaluation of the Tender. Council reserves the right to contact the Tenderer's referees, or any other person directly, and without notifying the Tenderer.

- Step 3 - Reference Checks

(a) In addition to providing details of previous experience similar to the Specification, Tenderers are required to include reference details in the Return Schedules.

(b) The objective of nominating references is to enable Council to make reasonable enquiries to ascertain the suitability of the proposed solution and validate the Tenderer's capabilities.

(c) Council proposes to engage with the nominated referees as part of the due diligence process for shortlisted Tenderers or a preferred Tenderer.

10.5. Shortlisting Tenderers

(a) Council may, in its absolute discretion, shortlist Tenderers on one or more occasions during the Tender Response evaluation process. Council has no obligation to notify Tenderers of any decision under this Section 10.5.

(b) Notwithstanding that Council has shortlisted (or notified Tenderers of a decision to shortlist) one or more Tenderers:

i. all Tenderers (including Tenderers not shortlisted) remain bound by the Invitation to Tender terms and conditions;

ii. Council may continue to evaluate all Tenders Responses (including Tender Responses of Tenderers not shortlisted);

iii. Council may include in a shortlist one or more Tenderers that were previously excluded from the shortlist;

iv. no contract forms between Council and any Tenderer that has been shortlisted or, as a result of a decision (or notification of a decision) by Council to shortlist Tenderers; and

v. a decision by Council to shortlist (or notify Tenderers of a decision to shortlist) does not amount to a representation by Council that it will not later decide to award a contract to any Tenderer that is not included in the shortlist.

10.6. Negotiations with Tenderers

After the Closing Date, Council may enter into negotiations with one or more Tenderers. During negotiations Council may engage in detailed discussions with the goal of maximising the benefits for Council as measured using the evaluation criteria.

10.7. Security, Financial and Probity Checks

(a) Council may conduct such security, financial (including credit) and probity checks as it deems necessary on Tenderers, their partners, associates or related entities (including consortium partners) or their officers and employees, for the purpose of evaluating the Tender Response, at any stage in the Invitation to Tender process.

(b) Council reserves the right to request financial statements and other information relevant to determining the financial viability of Tenderers, their partners, associates or related entities including consortium members (if applicable).

10.8. Tenderer's Assistance

Tenderers must give Council's evaluation panel representatives any reasonable cooperation and assistance to enable consideration of the Tender Response. A failure to comply with a reasonable request may result in the Tender Response being excluded from any further consideration.

10.9. Execution of Contract

(a) At the conclusion of the evaluation process, Council will issue a Notice of Award to the successful Tenderer.

(b) Council will require the execution of the Awarded Contract within seven (7) days of being presented with the final version of the Awarded Contract.

10.10. Advice to unsuccessful Tenderers and Opportunity for Debriefing

At the conclusion of the Invitation to Tender process, Council will notify each unsuccessful Tenderer that its Tender Response has not been accepted and will offer the opportunity for a debriefing (at a time and in a manner, Council reasonably determines).

11. Proposed Contract

11.1. Conditions of Contract

Council intends to negotiate the terms and conditions of any contractual arrangements for the Specification with any preferred Tenderer on the basis of Invitation to Tender: Part C – Conditions of Contract.

11.2. Tenderers to Review Conditions of Contract

Each Tenderer must review and, as it considers appropriate, obtain independent advice (including legal advice) in relation to the Conditions of Contract.

11.3. Tenderers to Identify any Unacceptable Terms in Tender

If a Tenderer identifies terms in the proposed Contract which it considers to be unacceptable, the Tenderer must complete the register of Contract Departures included in the Return Schedules. The following information must be included in that Register:

(a) list the term which it considers to be unacceptable;

(b) provide a suggested amendment to the term which it considers to be unacceptable; and

(c) provide clearly stated written reasons as to why the Tenderer finds the term unacceptable.

11.4. Agreement to Conditions of Contract Unless Notified Otherwise

Unless a Tenderer complies strictly with the requirements of Section 11.3, it will be taken to have agreed to the terms outlined in the Conditions of Contract (Invitation to Tender: Part C).

11.5. Subcontractors, Licensees and Partners

(a) Tenderers must provide details of all subcontractors, licensees and partners proposed to be utilised in the delivery of the Specification (refer Return Schedules).

(b) Tenderers remain fully responsible for the performance and delivery of any subcontracted or licensed works and must ensure that the obligations under the Awarded Contract are reflected in any engagement of subcontractors and licensees.

12. Probity

12.1. General

Throughout the Invitation to Tender process, strict probity procedures will be implemented to ensure that all Tenderers are dealt with on a fair and equitable basis. Appropriate information management procedures will also be maintained to ensure:

(a) non-discriminatory access by Tenderers to information;

(b) access to clarifications in response to Tenderer enquiries; and

(c) confidentiality of information provided by Tenderers to the evaluation team.

12.2. Probity Issues

Any concerns regarding the probity of the process should be addressed in the first instance in writing to the Council Representative.

13. Public Notice

13.1. Successful Tenderer

A notice of the successful tender will be published on the council's website, in accordance with the Local Government (General) Regulations 2021. The submission of a tender signals acceptance of this requirement by the successful tenderer.

The notice will include:

(a) the name of the supplier

(b) the supplies to be provided

(c) the tender price

Some other details which relate to the procurement process, or which are otherwise required to be made public, may also be published on the website.

13.2. Unsuccessful Tenderers

Unsuccessful tender details will not be published on the website.