



NSW Department of Education
Request for Tender
Part A - Conditions of Tendering
SI-SWS-2026-P001

Conditions of Tendering - Particulars

REQUEST FOR TENDER (RFT) DETAILS		
Tender RFT ID	SI-SWS-2026-P001	
Tender Name	Proactive Maintenance	
Closing Time & Date	3pm 7 August 2026	
Contact Officer All enquiries relating to the RFT must be in writing to the Contact Officer	Position	Downer Group
	Department	On behalf of the NSW Department of Education
	Email	SWS.application@downergroup.com
RFT Package The following documents comprise the RFT package	RFT Document	Contract Doc
	Part A – Conditions of Tendering	☐
	Part B – Tender Response Schedules	☒
	Part C – Standard Form Agreement (Proforma)	☒
	Attachments	☒
	Mandatory	Weighted

Part A - Conditions of Tendering

These Conditions of Tendering do not form part of the Agreement

Evaluation Criteria	1. Acceptable Legal Entity 2. Ability to Meet Insurance Requirements 3. Modern Slavery 4. Contractor is registered on buy NSW Supplier Hub or is willing to register on NSW Supplier Hub prior to contract execution 5. Contractor confirms all employees will provide a valid Working With Children Check (WWCC) for paid employment and a valid Nationally Coordinated Criminal History Check (NCCHC) prior to contract execution 6. Contractor holds the relevant qualifications to complete the services 7. Contractors stated office location/s is active and within 30 minutes/50km (whichever is less) of a public school. Note: if during the assessment insufficient suppliers do not meet this criterion, this will be reviewed by the Department	Price
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PRE-TENDER BRIEFING DETAILS			
Will a pre-tender briefing be held for this tender?		No	
Date	N/A	Time	N/A
Location	N/A		

Tender Information

1 Disclaimer

- 1.1 The information set out in the RFT Package requirement is, unless expressly stated otherwise, provided on a 'best endeavours' basis.
- 1.2 Unless expressly stated otherwise in the RFT, the NSW Department of Education (DOE) gives no warranty nor makes any representation as to the currency, reliability or completeness of the information contained in the RFT.

2 Conformity of Tenders

- 2.1 DOE seeks Conforming Tenders from eligible organisations in response to the RFT. For the purposes of the RFT, Conforming Tenders are considered to be those that meet the Mandatory Evaluation Criteria, generally meet these Part A Conditions of Tendering, and are substantially compliant with Part C.
- 2.2 DOE reserves the right, in its sole discretion, to give consideration to and accept a Non-Conforming Tender provided that DOE deems it to be substantially a Conforming Tender.
- 2.3 DOE also reserves the right, in its sole discretion, to give consideration to and accept an Alternative Tender, where the Tenderer also submits a Conforming Tender.

3 Eligibility to Tender

- 3.1 A Tender may only be submitted by a recognised and acceptable legal entity with appropriate financial assets and appropriate and current insurance cover.
- 3.2 DOE may request the Tenderer to provide evidence of its legal status. If so requested, the Tenderer shall submit the requested information within three working days after receipt of the request.
- 3.3 If in the opinion of DOE a Tenderer does not have appropriate financial assets, DOE reserves the right to reject its Tender or to make acceptance of its Tender conditional upon the Tenderer entering into a financial guarantee or unconditional performance bond. DOE may engage an independent financial assessor for the purpose of ascertaining a Tenderer's financial position.
- 3.4 In submitting a Tender, the Tenderer confirms that it is not: subject to exclusion from tendering as a result of a breach of the NSW Government Supplier Code of Conduct; bankrupt; subject to a winding up order; under administration; a corporate entity with persons involved directly or indirectly in the management of the entity who are disqualified under corporations law; or unable to meet the requirements of the NSW Government Supplier Code of Conduct.
- 3.5 By lodging a Tender, the Tenderer agrees that, if it is the successful Tenderer, it will comply to the requirements of the Modern Slavery Act NSW (2018) which requires that reasonable steps be taken to ensure that goods and services procured by and for government agencies are not the product of modern slavery. Tenderers must demonstrate that they understand Modern Slavery and will implement processes and procedures to identify and manage the risks of Modern Slavery. Refer to the following site for further information on the Reasonable Steps that should be taken to deal with modern slavery: <https://dcj.nsw.gov.au/legal-and-justice/our-commissioners/anti-slavery-commissioner/due-diligence-and-reporting>. A Tender will not be accepted from a Tenderer that does not meet the requirements in Part B - Tender Response Schedule - Mandatory Criteria addressing Modern Slavery obligations.

4 Related Companies

- 4.1 Where separate Tenders are submitted by related companies, DOE may seek assurances in relation to the competitiveness of the tendering process.
- 4.2 In this context, a related company is a company which has one or more common controlling shareholders, directors or any other body that has the capacity to influence or control the content or direction of a Tender.
- 4.3 If so requested by DOE a Tenderer shall, where it is a related company, demonstrate the independent competitive nature of its organisation. DOE reserves the right, in its sole discretion, to reject a Tender on the grounds that in DOE's opinion there is sufficient evidence of anti-competitive practices in relation to that Tender.

5 No Obligation to Proceed

- 5.1 This RFT does not commit DOE in any way to provide funding or assistance to any Tenderer. The outcome of the process is subject to the evaluation of all tenders in accordance with the stated evaluation criteria and the endorsement of any recommendations of the evaluation committee by the Minister or delegated officer.
- 5.2 DOE reserves the right to discontinue or cancel the tender process at any point, without making a determination regarding acceptance or rejection of Tenders. DOE will not be liable for any losses suffered by any Tenderer as a result of discontinuance of the tender process, including costs of tendering.

6 Probity

- 6.1 DOE is committed to ensuring that competition for the provision of the requirements specified is fair and open. For Tenderers this means that:
 - a) Evaluation of Tenders will be conducted consistently and objectively;
 - b) Each Tenderer will have access to the same information about the RFT;
 - c) Information provided in a Tender will be secure, and all confidential information treated as such; and
 - d) All actual, potential or perceived conflicts of interest will be addressed.

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7 Tender Enquiries

- 7.1 Tenderers who wish to have any aspect of the RFT documents or the evaluation process clarified are asked to direct an enquiry in writing to the contact officer nominated for that purpose in the RFT.
- 7.2 The tenderer must not rely on verbal information provided in relation to this tender and should refer to written information provided in the request for tender documentation. Written addenda issued are the only recognised explanations of, or amendments to, the *RFT Documents*.
- 7.3 Any additional relevant information provided in response to tender enquiries may also be communicated to Tenderers generally, by means of an Addendum.

Tender Preparation

8 Pre-Tender Briefing

- 8.1 The *Conditions of Tendering - Particulars* may set out that a Pre-Tender Briefing will be held, and if so will state the date, time and location of the Briefing. The *Conditions of Tendering - Particulars* may further stipulate that attendance at the Briefing is mandatory for intending Tenderers.
- 8.2 If the RFT stipulates that attendance at a Pre-Tender Briefing meeting is mandatory and the Tenderer or its representative does not attend, DOE reserves the right, in its absolute discretion, to reject a Tender submitted by that Tenderer by reason of that non-attendance. Evidence of attendance will generally be by means of an attendance register signed by attendees but may be by any other means as DOE sees fit.

9 Goods and Services Tax

- 9.1 Unless otherwise called for in the RFT, all sums, prices, fees and rates tendered must be exclusive of GST. Tenderers must quote their Australian Business Number (ABN) in their Tender.

10 Compliance with NSW Government Policies

- 10.1 All Tenderers must comply, where relevant, with the provisions of the NSW Government Supplier Code of Conduct (Code), the *NSW Procurement Policy Framework* (Framework) and the *NSW Industrial Relations Guidelines: Building and Construction Procurement* (Industrial Relations Guidelines). These documents may be accessed through the Buy NSW Website (www.buy.nsw.gov.au).
- 10.2 The ability of a Tenderer to demonstrate compliance with the relevant aspects of the Code, Framework and Industrial Relations Guidelines is an essential condition of the tender. Lodgement of a tender will itself be evidence of the Tenderer's agreement to comply with the relevant aspects of the Code, Framework and Industrial Relations Guidelines for the duration of any Contract that may be awarded.
- 10.3 Tenderers must comply with the conditions and requirements detailed in DOE's Statement of Business Ethics, located [here](#).
- 10.4 If any Tenderer fails to comply with the Code, Framework, Industrial Relations Guidelines or Statement of Business Ethics, the failure may be taken into account by DOE when considering this or any subsequent Tender, and may result in this or any subsequent Tender being rejected by reason of non-compliance with the Code, without prejudice to any other right of action or remedy available at law or equity to DOE.
- 10.5 The Tenderer's attention is drawn to the NSW Government *Aboriginal Procurement Policy*. The policy document is available from: <https://buy.nsw.gov.au/policy-library/policies/aboriginal-procurement-policy>. If during the Term, the value of the Agreement exceeds \$7.5 million inc GST, the Tenderer must ensure that it meets the minimum requirement for 1.5% Aboriginal Participation as set out in the Policy.
- 10.6 The Tenderer's attention is drawn to the requirements of the Modern Slavery Act NSW (2018) which requires that reasonable steps be taken to ensure that goods and services procured by and for government agencies are not the product of modern slavery. Tenderers must demonstrate that they understand Modern Slavery and will implement processes and procedures to identify and manage the risks of Modern Slavery. Refer to the following site for further information on the Reasonable Steps that should be taken to deal with modern slavery: <https://dcj.nsw.gov.au/legal-and-justice/our-commissioners/anti-slavery-commissioner/due-diligence-and-reporting>
- 10.7 The Tenderer's attention is drawn to Clause 9 of the Work Order Conditions. By submitting a tender, the Tenderer acknowledges that it will be required to ensure that the tenderer and all the Tenderers Associates who attend or perform work on any school site hold both:

(a) a **Nationally Coordinated Criminal History Check (NCCHC)** issued by an authorised provider, which must not have been issued more than 3 months before commencement of the onsite activities; and

(b) a **valid NSW Working with Children Check (WWCC)** issued by the Office of the Children's Guardian under the *Child Protection (Working with Children) Act 2012* (NSW), which must be current and held in the **employee category**, reflecting that all persons performing work under this Work Order do so in a paid or contracted capacity.

The tenderer must provide evidence to SI or their Agent of both the NCCHC and the NSW WWCC for each person performing the Work Order on a school site prior to commencement of any onsite activities.

- 10.8 By lodging a Tender, the Tenderer agrees that if, during the Term, the value of the Agreement exceeds \$3 million inc GST, the Tenderer must within 20 Business Days develop and provide the Department with a Small and Medium Enterprises and Local Content Participation Plan. Tenderers classed as small and medium enterprises are exempt.

11 Property in Tender Documents

- 11.1 All documents submitted by the Tenderer, as part of the Tender, will become the property of DOE upon receipt. Once lodged, DOE may copy, extract or otherwise deal with all or any part of a Tender for the purpose of conducting the RFT.

12 Tender Costs

- 12.1 All costs incurred by any organisation responding to or participating in the RFT will be borne by that organisation.
- 12.2 By submitting a Tender, the Tenderer acknowledges and agree that if it is awarded the Tender based on the pricing or compensation information it has submitted in its tender documents, this submitted pricing or compensation will support it to comply with its Core Obligations as defined in the Modern Slavery Act NSW (2018) which requires that reasonable steps be taken to ensure that goods and services procured by and for government agencies are not the product of modern slavery.

13 Validity Period

- 13.1 Tenders must remain open for acceptance (the Validity Period) for a minimum of ninety (90) days after the Closing Date and Time. The Tenderer may state a longer period for which its Tender remains open for acceptance.
- 13.2 The Validity Period of a Tender may be extended or renewed by mutual agreement between DOE and the Tenderer.

14 Compliance with NSW Electronic Transactions Act 2000

- 14.1 By lodging its Tender electronically the Tenderer is providing an electronic signature in accordance with the *Electronic Transactions Act 2000 (NSW)* and is taken to have accepted any conditions shown on the NSW Government Tenders website.
- 14.2 This Contract may be executed by counterparts. All counterparts when taken together are to be taken to constitute one instrument. Additionally, the parties accept that this Contract, and any variations to it, may be signed by electronic means where permitted by law. Each party consents to the other party signing by electronic means and that:
- a) an electronic form of this Contract with that party's electronic signature(s) appearing will constitute an executed counterpart; and
 - b) a print-out of this Contract with that party's electronic signature(s) appearing will also constitute an executed counterpart.

15 Conflict of Interest

- 15.1 The Tenderer warrants that no conflict of interest which might affect its performance of the requirement set out in the RFT exists as at the time of lodging the Tender. The Tenderer shall immediately inform DOE upon it becoming aware, during the tender period or during the currency of any resultant Contract, of circumstances which give rise to any actual, perceived or potential conflict of interest. The Tenderer shall comply with any direction given by DOE for the purpose of eliminating, avoiding or mitigating such conflict of interest.

16 Corrupt or unethical conduct

- 16.1 If a Tenderer or any of its officers, employees, agents or subcontractors is found to have:
- a) offered any inducement or reward to any employee, agent or subcontractor of DOE or the NSW Government in connection with the RFT or the submitted Tender;
 - b) engaged in corrupt conduct within the meaning of the Independent Commission Against Corruption Act 1988;
 - c) a record or alleged record of unethical behaviour; or
 - d) engaged in collusive or anti-competitive conduct with respect to the tender,
- then DOE may in its discretion reject the Tender, either forthwith or, at DOE's option, after obtaining further information from the Tenderer about its conduct.
- 16.2 Tenderers are required to notify DOE in its Tender of any information concerning findings of dishonest, unfair, unconscionable corrupt or illegal conduct against the Tenderer, its directors or management. Lodgement of a Tender without such information is taken to mean that no such relevant information exists.

17 Response format

- 17.1 The Tenderer must submit a Tender using the same outline as the Tender Response Schedules at Part B of the RFT. Tenderers must submit all the information requested in the Tender Response Schedules.
- 17.2 The Tenderer may not alter any text or formatting in the Tender Response Schedules except for sections requiring input by the Tenderer.

Submission of Tenders

18 Tender Lodgement

- 18.1 Complete and lodge, by the date, time and method stated in the tender advertisement and/or invitation.
- 18.2 DOE may, by written notice in an Addendum, extend the closing time.
- 18.3 Electronically lodged Tenders must be submitted in a file format that can be read by either Microsoft Word 2016, Microsoft Excel 2016 or Adobe® Acrobat® Reader 7. Tenderers should ensure that file names do not exceed 100 characters and do not contain symbol characters.
- 18.4 If a Tender is an Alternative Tender, or if it is a replacement for a Tender already lodged, this is to be stated clearly in the file name.

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- 18.5 Tenderers may compress electronically submitted Tenders in a format that can be decompressed by WinZip®. If a Tender consists of multiple uploads, due to the number of files or file size, it is the responsibility of Tenderers to ensure that transmission of all files is completed before the closing time.
- 18.6 Tenderers must not submit executable files, as the Tenders website may treat them as viruses.
- 18.7 Where Tenders are required to be lodged through buy NSW Tenders, they are encrypted on receipt and stored in a secure 'electronic tender box' that cannot be accessed until after the closing date of the RFT. The email receipt that is sent to the Tenderer after successfully uploading the Tender is the only evidence provided of tender lodgement.
- 18.8 DOE is not responsible or liable for any issues encountered with downloading or uploading documentation to or from the Tenders website.
- 18.9 DOE may decline to consider a tender that cannot be effectively evaluated because it is incomplete, illegible, unintelligible or corrupt.

19 Two Envelope System

- 19.1 The tender must be submitted in two separate files containing all the completed documents. The first file is for all non-price related submission information and the second file is for any submission information containing price elements. Each file must clearly identify in the title whether it is 'Envelope 1 Non-Price' or 'Envelope 2 Price'.

20 Late Tenders

- 20.1 In accordance with the requirements of the Framework, Late Tenders will not be considered except where DOE, at its discretion, is satisfied that the integrity and competitiveness of the tendering process has not been compromised.

Evaluation of Tenders

21 Evaluation of Tenders

- 21.1 Tenders will be evaluated against the stated evaluation criteria, which are not necessarily exhaustive, in order of significance or to be given equal weight.
- 21.2 A failure by the Tenderer to comply fully with a mandatory criterion or sub-criterion will result in exclusion of the Tenderer without further consideration, except where compliance with the criterion can be evidenced through a clarification. Any such clarification will only be undertaken if it complies with clause 23 i.e. does not provide an advantage to that tenderer.
- 21.3 A failure by the Tenderer to obtain a score deemed acceptable by DOE for any one or more weighted criterion or sub-criterion may result in exclusion of the Tenderer without further consideration.
- 21.4 Information supplied by the Tenderer in the Tenderer Response Schedule (Part B) will contribute to the evaluation against each criterion. Tenderers are advised to respond clearly to all of the evaluation criteria in the Tenderer Response Schedule.
- 21.5 By submitting a Tender, the Tenderer consents to DOE seeking further information about the Tenderer's organisation, capabilities or previous performance, including from referees concerning prior contracts on which the Tenderer may have been involved or affiliates or associates of the Tenderer (whether or not nominated by the Tenderer in its Tender).
- 21.6 The Tenderer agrees to take part, if called upon to do so in the course of tender evaluation and provided reasonable notice is given by DOE, in any or all of the following, either at the Tenderer's or DOE's premises as DOE may decide:
- a) Interview of one or more representatives of the Tenderer;
 - b) Presentation of the Tenderer's offer;
 - c) Demonstration of the Tenderer's products or proposed solution;
 - d) Site visit and inspection of facilities.

22 Clarification of Tenders

- 22.1 DOE may seek clarification in writing of certain matters to obtain a better understanding of aspects of a Tender. Generally, Tenderers will be expected to respond to clarification requests in writing within a reasonable timeframe dependent on the nature of the clarification request and the information required.
- 22.2 If in DOE's opinion the information provided in response to a clarification request has the effect of substantially altering the Tender and providing an unfair advantage to the Tenderer, then DOE may in its discretion, either:
- a) disregard the information and either issue a revised clarification request or notify the Tenderer that its offer as originally submitted will be assessed; or
 - b) provide the same opportunity to all Tenderers.

23 Financial Assessment

- 23.1 The Tenderer acknowledges that DOE may for the purposes of tender evaluation undertake a financial assessment of the Tenderer and may engage an external provider to carry out the task.

Tender Outcomes

24 Approval and Notification

- 24.1 DOE is not bound to accept the lowest or any Tender or part thereof.
- 24.2 Following DOE's decision, all Tenderers will be notified in writing of the outcome of their Tenders.

25 Acceptance of Tender

- 25.1 A Tender is not accepted until the Agreement is executed by both Parties, being the Principal and Contractor and the Principal gives an acceptance or formal agreement in writing.

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25.2 Tenderers should note that prior to finalisation of the Contract, DOE may enter into negotiations to finalise contract conditions. The Contract will then be formalised by the execution of the standard contract included at Part C of the RFT Documents and its Annexures and attachments.

26 No Preferred Tender

26.1 In the event DOE determines that none of the Tenders submitted are acceptable, DOE is under no obligation to negotiate with any Tenderer and if all Tenders are rejected then DOE may invite fresh tenders under the same or different criteria.

27 Disclosure of Information

27.1 Details of this RFT and the outcome of the tender process will be disclosed in accordance with the requirements of the *Government Information (Public Access) Act 2009* (GIPA Act).

28 Post-Tender Debriefings

28.1 The Tenderer may request a debriefing on the assessment of its Tender. This includes a Tenderer to whom a Contract has been awarded. Requests for debriefings must be in writing to the Contact Officer named in the RFT and may only be requested within two weeks of being notified of the outcome of the evaluation process. If a request for debrief is not received within two weeks of being notified of the outcome, DOE reserves the right to reject any such request.

28.2 Where the debriefing is in relation to a rejected Tender, the purpose of the debriefing is to explain how the Tender performed against the evaluation criteria, rather than in comparison with the successful Tender, with the object of improving future tender responses. It is to be distinctly understood that a debriefing will not be an opportunity to contest the tender outcome.

28.3 Debriefings will generally be conducted online or by phone unless otherwise notified.

29 Exchange of Information between Government Agencies

29.1 By Tendering for this Contract, the Tenderer authorises DOE to make available to other NSW Government departments or agencies information including, but not limited to, any information provided by the Tenderer to DOE and information relating to the Tenderer's performance or financial position.

29.2 The Tenderer acknowledges that any information about the Tenderer, from any source, including but not limited to substantiated reports of unsatisfactory performance may be taken into account by DOE and other NSW Government departments and agencies in considering whether to offer the Tenderer opportunities for NSW Government work including but not limited to assessment of suitability for registration, pre-qualification, selective tender lists or the award of contract.

30 Complaints about the Tender Process

30.1 If an organisation believes that the probity of the tender process has been compromised, it may express its concern in writing to the below officer. Any formal complaint will be acknowledged in writing. Complaints will be investigated by officers of DOE who are independent of those involved in the actions leading to the complaint. The outcome of the investigation will be advised to the complainant in writing.

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Chief Procurement Officer,
Department of Education
105 Phillip Street
PARRAMATTA NSW 2150