Request for Tender

Darwin Waterfront Corporation

Reference number	DW270101
Title	Provision of Facilities Management Services
Close date	**5.00 pm Australian Central Standard Time (ACST)** **Monday, 16 November 2026** LATE TENDERS MAY NOT BE ACCEPTED

How to respond to this Request for Tender
By Electronic lodgement via email to: Tenders.DWC@nt.gov.au **No other form of delivery is accepted.**

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Response Schedules are provided separately from this Request for Tender.

1. RFT for new Facilities Management Contract

The Darwin Waterfront Corporation is requesting tenders to provide Facilities Management Services for the Darwin Waterfront Precinct.

Background

The Darwin Waterfront Corporation manages the Darwin Waterfront Precinct. Our objectives are:

- to develop, manage and service the precinct for the benefit of the community; and
- to promote the precinct as a place of residence and a venue for public events and entertainment.

Our mission is to develop, maintain and promote a safe and welcoming gathering place where lifestyle, business and learning experiences happen and are a driver of social and economic growth.

We are responsible for ensuring the following municipal services for the Precinct:

- sanitation, garbage collection and street cleaning;
- roads, footpaths, parking and traffic control;
- public spaces (including parks and public toilets);
- storm drainage; and
- maintenance of water quality in the Lagoon and Wave Lagoon.

Several of these services at the Waterfront and Stokes Hill Wharf are currently outsourced under Facilities Management Contracts.

These existing Facilities Management Contracts will come to an end on 31 January 2027.

Service Packages

The existing contracts cover a broad range of services.

For this tender, we are repackaging these services into a number of Service Packages. The services, tasks and frequencies included in each Service Package are detailed on the relevant Service Package Scope. See section 5 of this RFT.

Tendering opportunities

We have structured this RFT to support participation by both integrated FM providers and specialist contractors. In particular:

1. A tenderer may submit:
    a. an offer for one Service Package; or
    b. multiple offers for multiple Service Packages;
2. A tenderer may also submit:

a. a “combination offer” that covers two or more Service Packages, but on condition that it also submits separate offers for each Service Package covered by that combination offer; and
b. multiple combination offers, but with the same condition applying to each combination offer;

3. Tenders will be accepted from unincorporated joint ventures, but on the basis that each entity comprising the joint venture will be jointly and severally liable to the Darwin Waterfront Corporation for all the obligations of the joint venture under the new contract;
4. A tenderer may subcontract a Service Package, or specific services within a Service Package, on condition that the tenderer will remain fully responsible to the Darwin Waterfront Corporation under the new contract for all subcontracted services; and
5. An entity that participates in a combination offer as a subcontractor for a Service Package may also:
   a. submit a separate tender for that Service Package in its own capacity; or
   b. participate in a competing tender as a subcontractor.

We understand that each tendering consortium may have its own requirements regarding a consortium member's ability to submit a separate offer in its own capacity or as a participant in a competing tender. Our proposed rules do not seek to limit any such intra-consortium requirements.

We propose to award the new contract(s) in early January 2027.

2. Conditions of Tendering

The Conditions of Tendering applicable to this RFT are the Northern Territory Government Conditions of Tendering 5.6 (4 April 2024), available at: https://nt.gov.au/_media/docs/business-and-industry/doing-business-with-government/conditions-of-tendering/v5.6-conditions-of-tendering.pdf

2.1. Special Conditions of Tendering

Words and phrases used in these Special Conditions that are defined in the Conditions of Tendering have the meanings given to them in the relevant conditions.

In the event of any inconsistency between these Special Conditions and the Conditions of Tendering, these Special Conditions will take precedence.

The Conditions of Tendering are amended as follows:

2.1.1. Clause 1 interpretation is amended by inserting the following definitions:

‘Non-shortlisted Tenders’ means those Tender Responses that are not shortlisted for detailed assessment under clause 22.4.

'Principal' means the Darwin Waterfront Corporation.

'Shortlisted Tenders' means those Tender Responses shortlisted for detailed assessment under clause 22.4.

2.1.2. Clause 22 conduct of the assessment is amended to insert the following:

"22.4 Tender Shortlisting Process

22.4.1 General

All admissible Tender Responses will be subject to the shortlisting process set out at clause 22.4.2.

22.4.2 Shortlisting

(a) Tender Responses will be shortlisted based on the tender assessment criteria.

(b) The Principal reserves the right, in its absolute discretion, to shortlist any number of Tender Responses, including one or more, all or none of the Tender Responses.

(c) The Principal is not obliged to shortlist the lowest priced Tender Responses.

(d) The Principal reserves the right, in its absolute discretion, to shortlist Tender Responses by taking into account any other factors it deems necessary and appropriate.

(e) The Principal reserves the right at its absolute discretion, to remove a Tender Response from the shortlist at any time for any reason and will notify the Tenderer of its removal from the shortlist without any obligation to provide reasons for the removal.

22.4.3 Shortlisted Tender responses

(a) If a Tender response is shortlisted, the Tenderer will be notified in writing by the Principal of that fact.

(b) Shortlisted responses will then proceed to the detailed assessment.

22.4.4 Non-shortlisted Tender responses

(a) Where a Tender response is not shortlisted, the Tenderer will be notified in writing by the Principal of that fact.

(b) Non-shortlisted Tender responses will be held in reserve to be considered in the event that the Principal elects not to proceed with any shortlisted Tender responses.

(c) A Tenderer that has received notification under clause 22.4.4(a) shall be entitled to withdraw their Tender response by giving the Principal written notice of such withdrawal within 5 business days of receiving the notice under clause 22.4.4(a).

(d) Where a Tenderers Tender response was not shortlisted under clause 22.4, that Tenderer will be entitled to request a debriefing in accordance with clause 25, as to why their Tender Response was not shortlisted, at the conclusion of the RFT process. The information

discussed will be limited to the aspects of the Tender Response that were considered in the shortlisting process."

3. Annexure to the Conditions of Tendering

Detailed below are the specific requirements applicable to this RFT.

T01.	For enquiries contact *(Clause 2.5 – Conditions of Tendering)*	Name	Ralph D'Souza
		Telephone	(08) 8999 5155
		Email	Tenders.DWC@nt.gov.au

T02.	Site Inspection *(Clause 4 – Conditions of Tendering)*	[No]

T03.	Industry Briefing *(Clause 5 – Conditions of Tendering)*	[No]

T04.	Enquiries about lodgement contact *(Clause 17 – Conditions of Tendering)*	Name	Tenders Manager
		Telephone	(08) 8999 1934
		Email	Tenders.DWC@nt.gov.au

T05.	Probity Advisor *(Clause 2.6 – Conditions of Tendering)*	Name	Not Applicable

T06.	Documents to be Lodged *(Clause 2.1 – Conditions of Tendering)*	
		Tenderer Details Declaration by Tenderer Schedule of Rates Response to Assessment Criteria Performance Plan Proposal Amendments to Draft Contract
T07.	Tender Validity period *(Clause 3 – Conditions of Tendering)*	120 Days
T08.	Industry Accreditation *(Clause 6 – Conditions of Tendering)*	No
T09.	Alternative offer *(Clause 7 – Conditions of Tendering)*	Permitted
T10.	Part Offer *(Clause 8 – Conditions of Tendering)*	Permitted
T11.	Panel Period Contract *(Clause 11 – Conditions of Tendering)*	No
T12.	Common Use Contract *(Clause 12 – Conditions of Tendering)*	No
T13.	Apprentices and Trainees *(Clause 14.1 – Conditions of Tendering)*	No
T14.	Indigenous Development Plan *(Clause 14.2 – Conditions of Tendering)*	No
T15.	Indigenous Employment *(Clause 14.3 – Conditions of Tendering)*	No

T16.	Industry Participation Plan *(Clause 15 – Conditions of Tendering)*	No

T17.	Changes to Conditions of Contract *(Clause 20.2 – Conditions of Tendering)*	Yes

T18.	Assessment Criteria weightings *(Clause 21– Conditions of Tendering)*	Risk adjusted price	30%
		Relevant Experience/Past Performance in providing similar services	10%
		Proposed methodology to providing the Services	30%
		Capacity to provide the Services	30%
		Total	100%

T19.	Site Specific Conditions *(Clause 26– Conditions of Tendering)*	No

T20.	Specified Sub-Contractors *(Clause 27 – Conditions of Tendering)*	No

4. Draft Contract

The Draft Contract comprises the following documents:

- the Formal Instrument of Agreement;
- the Contract Details;
- the Conditions of Contract;
- the Contract Schedules; and
- the Service Package Scopes.
- The Service Frequency

These documents are provided separately, in Word format, with the RFT document.

The Conditions of Contract are based on and amended from the Northern Territory Government Conditions of Contract – Supply of Services Period Contract (Version 5.4, 1 November 2019).

Tenderers please note:

The Conditions of Tender (referred to in Section 1) and the Draft Contract are provided separately with the RFT document.

Electronic copies of the Conditions of Tender and the Draft Contract are available from the Corporation.

Alternatively, hard copies (paper) are also available from the Corporation.

You are advised to ensure you are familiar with the rules of tendering and with the contractual obligations of the parties under the proposed Contract. You are further advised to reference the Annexure to Conditions of Tendering and Contract Details, which detail specific requirements applicable to this RFT and the proposed Contract, respectively.

5. Service Package Scopes

Service Package Specifications have been prepared for the following Service Packages:

- Cleaning, Pest Control and Waste
- Landscaping and Irrigation;
- Wave Lagoon;
- Marine Infrastructure;
- Recreation Lagoon Pumps;
- Stokes Hill Wharf Site & Food Court Management;
- Built Assets and Technical Services.

The Service Package Specifications are provided separately as part of the Draft Contract.