PROCUREMENT POLICY UNDER THE PARTNERSHIP AGREEMENT

The Charles Darwin University/Northern Territory Government Partnership Agreement was signed in June 2003. The Partnership Agreement recognises the growing needs of the Territory and fosters a new way of the University and Government working together for the benefit of all Territorians. For further information on the Partnership Agreement, including how to be involved, refer to the Charles Darwin University website: www.cdu.edu.au/government/.

The Northern Territory Government has approved a General Certificate of Exemption from publicly inviting tenders for procurement under Schedules of the Partnership Agreement.

The General Certificate of Exemption is specified under Minister’s Direction 19 for Procurement Policy. This exemption allows:

- **Contracts under $3 000** to be managed on an Agency basis (as per the standard procurement process for contracts in this value range). However, Agencies wishing to procure services under the Partnership Agreement are required to follow Steps 1-3 below.

- **Contracts between $3 000 and $10 000** to be exempt from the requirement to provide three written quotes for tenders. Contracts in this value range are to be managed on an Agency basis. However, Agencies wishing to procure services under the Partnership Agreement are required to follow Steps 1-3 below.

- **Contracts of $10 000 and above** to be exempt from the requirement to publicly advertise tenders. Contracts in this value range are to be managed by Contracts and Procurement Services (CAPS), Department of Corporate and Information Services.

- **Contracts between $50 001 and $250 000** require Ministerial and Procurement Review Board approval prior to entering a contract.

- **Contracts over $250 000** require Cabinet and Procurement Review Board approval prior to entering a contract.
The following information is provided to assist Agencies procure services from Charles Darwin University under the Partnership Agreement.

STEP 1. Agencies should contact the Partnership Agreement Secretariat, Department of the Chief Minister on 8999 5439 in the planning phase of the project.

The Secretariat will contact champions of the relevant Schedule(s) to determine if the project will achieve a Schedule’s strategic aims and can be incorporated into a Schedule of the Partnership Agreement.

STEP 2. A Scope of Work (template attached) should be completed to assist with the development of the project.

STEP 3. Schedule champions will e-mail the Secretariat an endorsement of the project, which will then be forwarded to the agency. This endorsement should be attached to the Scope of Work.

For Contracts Under $10 000

STEP 4. Agencies are to procure contracts with a value below $10 000 in line with their Agency’s standard procurement processes.

STEP 5. In obtaining a quote for services under the Partnership Agreement, Agencies must consider pricing, delivery requirements, commencement and completion times. Agencies may find it useful to consult the Standard Conditions of Contract in the development of their contract with CDU, which are available from the NT Treasury website:


For Contracts Over $10 000

*Please note that contracts with a value above $50 000 MUST have Ministerial and Procurement Review Board approval prior to entering a contract. Similarly, all contracts over $250 000 MUST have Cabinet and Procurement Review Board approval prior to entering a contract.

STEP 6. Agencies are to procure contracts with a value above $10 000 through CAPS.

STEP 7. An Authority to Invite Tender form is completed by the Agency. This form provides CAPS with the Authority to Invite Tender from CDU. The following information must be included in the Authority to Invite Tender:
In Section 1 (Page 3), select the box marked “No alternative to the specified requirements will be considered because:” and type:

“This contract procures a service under Procurement Direction 19, the Charles Darwin University/Northern Territory Government Partnership Agreement, and is eligible for a General Certificate of Exemption for procurement.”

Section 2 of the form is left blank.

STEP 8. The Authority to Invite Tender and the Scope of Work are submitted to CAPS.

STEP 9. CAPS forward the tender to a central reception point at Charles Darwin University. The appropriate University delegate lodges a tender bid with CAPS.

STEP 10. CAPS undertake a conformity check of the bid and forward it to the Agency with a Recommendation to Accept Tender.

STEP 11. The Agency evaluates the tender – see Step 5 for evaluation consideration. If the Agency accepts the tender, the delegated officer approves the tender and returns it to CAPS. CAPS prepares the contract documentation and awards the contract.

STEP 12. If the Agency does not accept the tender in the first instance, CDU can respond with a counter offer, eg, addressing a change to the contract conditions or change to the scope. The agency is to assess the proposal, and if they are willing to accept the changes the contract is awarded by CAPS, noting the changes.

PLEASE ADVISE THE PARTNERSHIP SECRETARIAT OF ANY VARIATIONS TO YOUR CONTRACT.

Please note that the role of the Partnership Agreement Secretariat is to provide endorsement for the General Certificate of Exemption, as outlined by Procurement Direction 19 – all other procurement processes remain the responsibility of CAPS and the Agency's delegated Procurement officer.

For further advice on the Partnership Agreement, please contact the Partnership Secretariat on 8999 5439.

For further advice on Procurement, please contact Contract and Procurement Services on 8999 1937.
SCOPE OF WORK

Contact:  
Agency/CDU School:  
Telephone:  
Email:  

1. INTRODUCTION  
Under the Partnership Agreement between Charles Darwin University and the Northern Territory Government, identify how this activity will meet the objectives of the Partnership Agreement. The objectives include: growing resident capacity in the NT; meeting government needs; reorganising the University to better meet Territory needs; and enabling Indigenous social and economic development. Refer to www.cdu.edu.au/government for the full Partnership Agreement and a list of Schedules. If known, list here the appropriate Schedule of the Partnership Agreement for your project.

2. BACKGROUND and RATIONALE  
Explain the purpose and rationale for the proposal, including previous/related projects, Cabinet/University Council decisions, etc. Please document with whom you have consulted in the development of this project.

3. PROJECT DESCRIPTION  
Provide a description of the project requirements, including details of the information required, objectives and desired outcomes, and scope or parameters of the project.

4. PARTNERSHIP ARRANGEMENTS  
Provide the names and roles of the various partners involved in conducting the project. Provide a brief Curriculum Vitae of partners and proposed individuals identified to work on the proposal. Clearly identify the responsibilities of each partner and contribution. Describe the governance structure for the project. Please note that if the consultancy is not carried out by Charles Darwin University, the proposal cannot form part of the Partnership Agreement (nor access the General Certificate of Exemption) and normal procurement procedures will apply. Some personnel at CDU (including Menzies School of Health Research) have the ability to undertake paid activity as private practice, ie, the work is for individual profit. Work undertaken as private practice cannot form part of the Partnership Agreement.

5. BUDGET  
Provide an approximate cost for this project. Specify what the costs will include (eg, airfares, professional indemnity).
6. TIMEFRAME
<Specify the timeframe in which the project is to be completed. You may wish to provide a deadline for each of the various stages of the project.>

7. OUTPUTS
Tangible output(s) that the project will produce, eg, a framework, toolkit, database or written report, as requested by the Agency, at the end stage of the project, or at set milestones.

8. KEY PERFORMANCE INDICATORS
<Specify the objectives of the project, using clearly measurable outputs with corresponding timeframes. This will include how the information or services will be provided (eg, written report, scoping report, etc). These indicators will provide a benchmark against which the success of the project will be measured and will be used to report progress against critical success factors.>

9. REQUIREMENTS
<Provide the specific requirements of the project, including: skill sets; the nature of work to be undertaken; any other physical or human resources specifically required; resources; infrastructure and equipment. For example, you may indicate if the project would suit a PhD student.>

10. ETHICAL IMPLICATIONS
<State any ethical implications of the proposal and, if appropriate, state if the proposal has received ethical clearance from the Human Research Ethics Committee.>

11. OTHER DETAILS
<Insert other relevant details that will assist Charles Darwin University to formulate an accurate and effective solution to offer.>

12. EVALUATION
<Describe how the success of the project will be periodically measured during the life of the project and how it will be evaluated upon completion. The Schedule committee of the CDU/NTG Partnership Agreement requires a detailed evaluation report within three months of the conclusion of the project.>