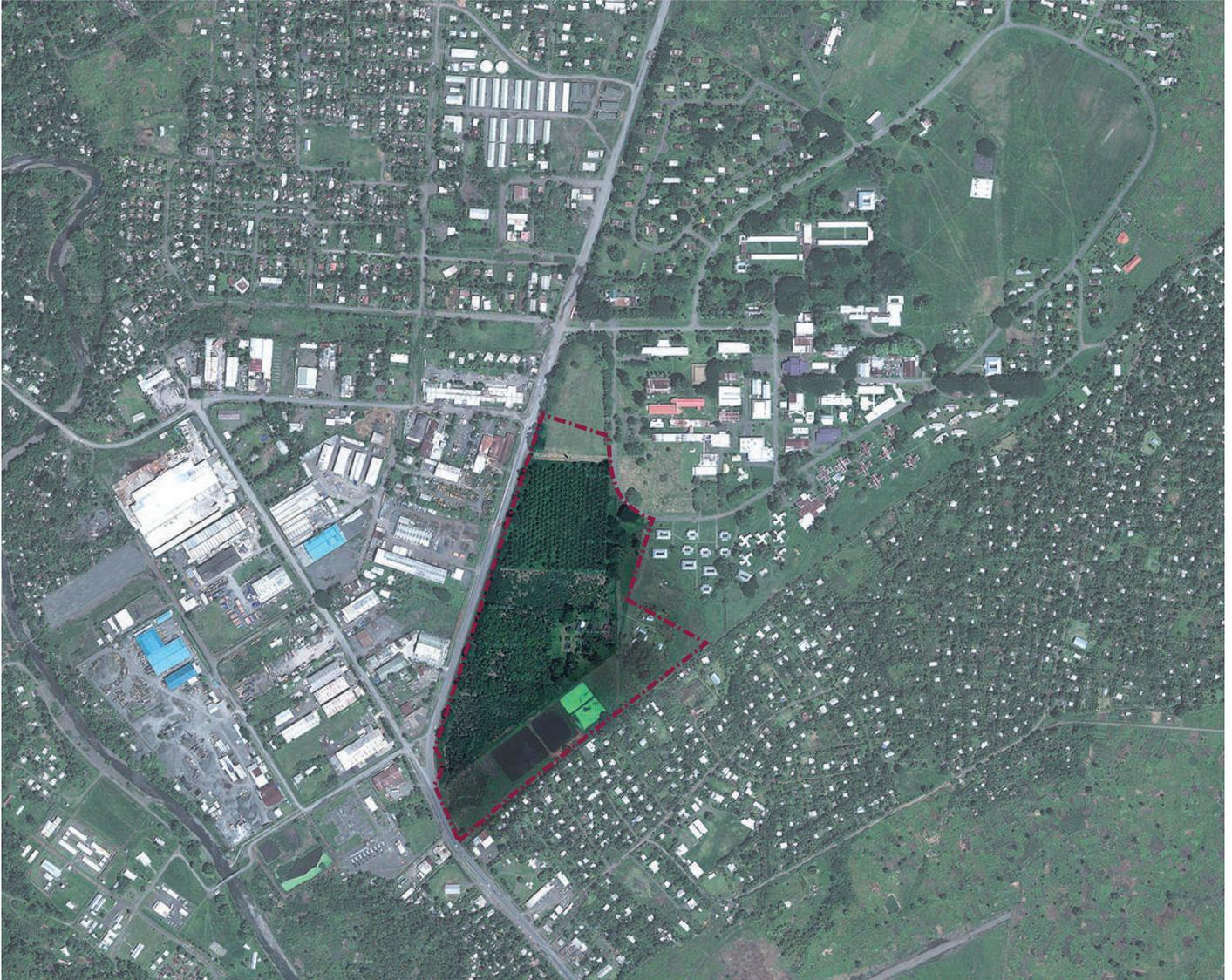




THE PAPUA NEW GUINEA
UNIVERSITY OF TECHNOLOGY



THE PAPUA NEW GUINEA UNIVERSITY OF TECHNOLOGY

UNI-CITY

COMMERCIAL PRECINCT PROJECT

STAGE ONE: INVITATION FOR EXPRESSION OF INTEREST

**Uni-City: University of Technology Commercial Precinct Project
Invitation for Expression of Interest**

Unitech Executive Team:

Dr Albert Schram (Vice Chancellor)

Dr Ora Renagi (Deputy Vice Chancellor)

Dr Kaul Gena (Pro Vice Chancellor Administration)

Mr Augustine Inapi (Head of Department - Estates, Services & Projects)

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PARTICIPATION IN THE EOI PROCESS

Enquiries about this Invitation for Expressions of Interest should be directed to the Vice Chancellors Office;

Attention: Dr Ora Renagi
Email: info@unitechpng.com
Address: Vice Chancellors Office
University of Technology Papua New Guinea
Lae, Morobe Province, 411
Papua New Guinea
Telephone: +(675) 473 4201

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FOREWORD FROM THE FORMER CHANCELLOR & THE VICE-CHANCELLOR

After seeing the successful development of the University of Western Sydney campus by Atlas Urban, we started the development of the Papua New Guinea University of Technology Masterplan with them in June 2014. What you see here before you today is therefore the result of almost 2 years planning and consultation, and was fully endorsed by the University Council in November 2015.

Our campus is the most promising land for development in the expansion zone of the city of Lae. The development of the 220Ha campus offers tremendous opportunities for investors in office and retail space, as well as residential development. When these projects will start, they will change forever the face of the campus, and of the garden city of Lae.

The University of Technology is firmly committed to this plan, which in its execution will be led by our Acting Chancellor Mrs Jean Kekedo. For the University, it means a physical expression of the linkages between the town and the business community on the one hand, and the university on the other. A conference centre, a technology hub, a business incubator and a research and development centre have been planned. Several areas are open for low-cost and higher costs residential development.

We are confident we have set up the processes and the decision-making procedures that will result in a successful development of our campus. In our 50th year of existence as a university we are proud to have presented this plan to the public.

DR. ALBERT SCHRAM, 2017
VICE-CHANCELLOR, UNITECH



SIR NAGORA BOGAN
FORMER CHANCELLOR, UNITECH



JEAN KEKEDO
ACTING CHANCELLOR, UNITECH



DR ALBERT SCHRAM
VICE-CHANCELLOR, UNITECH

IMPORTANT NOTICE

The information in this Invitation has been compiled by the Papua New Guinea University of Technology Vice-Chancellor's Office (Office) for the guidance of parties interested in lodging an expression of interest submission (EOI) as part of a Competitive Bid Process for the proposed development of the Unitech Commercial Precinct (the Project).

This Invitation provides relevant information regarding the Project to individual parties or Consortia that may have an interest in lodging a Submission for Development, and invites them to demonstrate their capacity and ability to undertake Development. The Invitation:

- (a) provides an overview of the Competitive Bid Process;
- (b) specifies the Office's expectations regarding the Project and the Competitive Bid Process;
- (c) outlines the structure of the Competitive Bid Process;
- (d) specifies the terms and procedures governing Participants' involvement in the EOI stage of the Competitive Bid Process; and
- (e) details the Office's specific requirements for the preparation and lodgement of EOI Submissions.

This Invitation does not, and does not purport to, contain all the information that interested parties or their advisers might desire, or require, in reaching decisions in relation to lodging an EOI Submission, or in relation to any Development as part of the Project. Interested parties must form their own views as to what information is relevant to such decisions, and make their own independent

investigations in relation to any such information.

This invitation is not to be construed as an offer of any kind. The University is not obliged to accept any EOI Submission whatsoever, nor is it obliged to enter into any contractual arrangement for any development of any kind.

The Office reserves the right in its absolute discretion, at any stage, to terminate further participation in the Project and Competitive Bid Process by any party, to change the structure, procedures and timing of the Competitive Bid Process, to refuse or admit entry of a particular party to the next stage of the Competitive Bid Process and to withdraw the Project and end the Competitive Bid Process.

The Participant and its advisers must not, under any circumstances, make any enquiries of, or hold any discussions with, any Office directors or other representatives of the Office or the media in connection with the Project, except as provided for in this Invitation or with the prior written consent of the Vice-Chancellor.

Such requests and enquiries should be addressed to:

Attention: Dr Ora Renagi
Email: info@unitechpng.com
Address: Vice Chancellors Office
University of Technology PNG
Lae, Morobe Province
Papua New Guinea

1. INVITATION TO INTERESTED PARTIES

- 1.1 The Vice-Chancellor's Office is seeking capable and qualified parties or Consortia for one or a number of developments on the Site at Unitech Campus, Lae, Papua New Guinea. The overall development project for the Site is referred to as the Unitech Masterplan Development Project (Project).
- 1.2 The EOI Process is subject to, and conducted in accordance with, this Invitation. It is the first stage of an intended two-stage Competitive Bid Process for the Project (see Section 2).
- 1.3 The EOI must demonstrate the Participant's capability to successfully design, construct and develop one or more of the Lots.
- 1.4 Development could comprise the entire Site or, alternatively, individual Lots or Precincts of the Site, in which two or more adjoining Lots can be logically combined into a larger area.
- 1.5 Development should capitalise on the strategic location of the Site, its relationship to Unitech and the opportunities to integrate with the broader environment through a range of commercial and complementary activities, while promoting environmentally sensitive and sustainable development.
- 1.6 The Project requirements and objectives are broadly detailed in Section 4 of this Invitation.
- 1.7 The information to be provided, the matters to be addressed by a Participant in an EOI Submission and the evaluation criteria are specified in Section 5 of this Invitation.
- 1.8 The terms and conditions on which this Invitation process are conducted are specified in Section 8 of this Invitation.
- 1.9 Terms appearing in upper case in this Invitation are defined in the Glossary in Section 6 of this Invitation.
- 1.10 This invitation is not an offer capable of acceptance and should not be construed as any kind of commitment from the University to any Participant or Participants (refer Section 9.3).

2. TWO-STAGE PROCESS

2.1 Stage One - EOI Process

- a) The general course of action for Stage 1 of the Competitive Bid Process will be as follows:
 - (i) Release of Invitation
 - (ii) Submission of EOIs
 - (iii) Review and evaluation of EOIs and
 - (iv) shortlisting for the Stage 2 RFP (subject to approval of planning scheme amendments)
- b) The University intends to shortlist a number of Participants from this EOI Process to subsequently be invited to submit an RFP.
- c) Selection to participate as a Proponent in the Stage 2 RFP will be based on the Participant's EOI Submission in response to this Invitation, more specifically the information specified in Part B of this Invitation.
- d) Receiving this Invitation, submitting an EOI or otherwise participating in the EOI Process is not a guarantee that a Participant will be selected to take part in the Stage 2 RFP.

2.1 Stage Two - Request for Proposal

- a) The general course of action for Stage 2 of the Competitive Bid Process will be as follows:
 - (i) Release of RFPs
 - (ii) Submission of RFP responses
 - (iii) RFP assessments
 - (iv) Submission of Best and Final Offer
 - (v) Appointment of Preferred Proponent(s)
 - (vi) Contract execution (legal close)
- b) The University intends to use the EOI Submissions to finalise the form, content and structure of the Request for Proposal (RFP) Process, which comprises Stage 2 of the Competitive Bid Process for the Project. For example, the RFP Process may be limited to specific Lots and/or Precincts rather than the entire Site.
- c) Proponents in the Stage 2 RFP will be issued with RFP documentation specifying the terms and procedures of the RFP Process. This may include a request to submit the original Proposal on an alternative Lot or Precinct.
- d) Proponents in the RFP Process will also have access to further information about the Site and the Project as part of the RFP Process.
- e) Receiving an invitation to take part in the Stage 2 RFP Process will not constitute a binding contractual agreement with the University.

3. BACKGROUND AND FRAMEWORK

3.1 The Site

a) Site Location

The University of Technology in Lae is at an important point in its growth. Its presence and function have great significance as Papua New Guinea's premier technological tertiary institution.

Importantly, this campus occupies a strategic position in the city of Lae, and has the potential to significantly benefit the region by growing as a major education facility. The city of Lae has very strong growth prospects in the immediate and longer term. It is PNG's main port city (serving both the Islands and the Highland regions) and its primary industrial city.

There is a severe shortage of alienated land (non-customary land) in the city. Given the University's large land holding with a single owner, there is the real prospect for a well-integrated 'knowledge precinct', which combines the University's core teaching activity with business and commercial activity, housing and other institutions.

b) Site Description

The campus occupies 223.1 hectares of land and is situated on Independence Drive approximately 8km North of Lae CBD. The site is bound on the west by East Takara Industrial Estate, on the north by the Bumayong police station, on the north-west by Telikom Training College, to the east by the Madang Block/Uni-Block Squatter settlement. The campus houses teaching facilities and accommodation for students and staff as well as a clinic, sports facilities and library.

c) Precinct Character

The proposed commercial precinct "Uni-City" entails a group of retail outlets including an anchor retailer and specialty shops, together with commercial office space. The retail core will provide for many of the latent needs in Northern Lae. It will also help to establish the 'critical mass' of activity to attract additional specialty services such as banking and health services. The growing retail activity in the area will also be supported by the presence of public transport (PMV stops) and a public market.

The town centre may also integrate a set of public services such as school and a health centre. A clear justification exists for improved public facilities given the extraordinary population growth during the past 25 years in Taraka, Unitech (student population) and the nearby settlements. There are significant and valuable commercial elements in the envisaged town centre to capture the commercial opportunity and serve the growing community.

d) Land Ownership Arrangements

The Campus is held by the University on a Ninety-three year and sixty day lease from the 13th December 1973 that is likely to be renewed.

The complete parcel of Unitech land is;

Portion: 453

Milinch: Lae

Fourmil: Markham



Fig 1 : Regional Context

3. BACKGROUND AND FRAMEWORK

3.2 Masterplan

- a) The Masterplan is a framework for planning the physical facilities of the University, to be considered alongside the academic plan for growth. At a high level, it is intended to inform the University in its decision making. On this basis the Masterplan has considered a range of options for different uses on the campus, including academic use, residential housing and student accommodation, together with compatible commercial activity.
- b) Specific uses and major projects are identified in the Masterplan, in relation to the existing campus and in relation to one another. This is important because it allows the funding agency and the investors to understand Unitech's vision for the future and the place of the specific project within this wider vision.
- c) A copy of the Draft Masterplan document can be downloaded from the Website at;
<http://www.unitechpng.com/core-documents/>
- d) The commercial precinct plan shown in figure 3 is indicative only and may be subject to revision.
 - (i) Uses shown are intended to be a guide only.
 - (ii) Alternate or additional uses may be considered if they support development objectives.

3.3 Role of the Vice Chancellor's Office (The Office)

- a) The University's contribution to the Project will include:
 - (i) managing the Competitive Bid Process;
 - (ii) developing the main street (Street A);
 - (iii) providing infrastructure services to each Lot; and
 - (iv) making each Lot available for development under appropriate contractual arrangements.
- b) This does not necessarily preclude a successful Participant from acting on behalf of the Office to undertake one or more of the aforementioned developments subject to the delivery of optimal commercial outcomes for the Office and the Participant.
- c) The Office intends to take responsibility for the installation of infrastructure at the Site, including the provision of road networks and utilities. The office does this entirely at its discretion, and is in no way whatsoever required to do so, or liable. For the purposes of developing and lodging an EOI Submission, the Participant is to assume that building Lots will be fully serviced (water, sewerage, storm water, electricity, telecommunications etc).

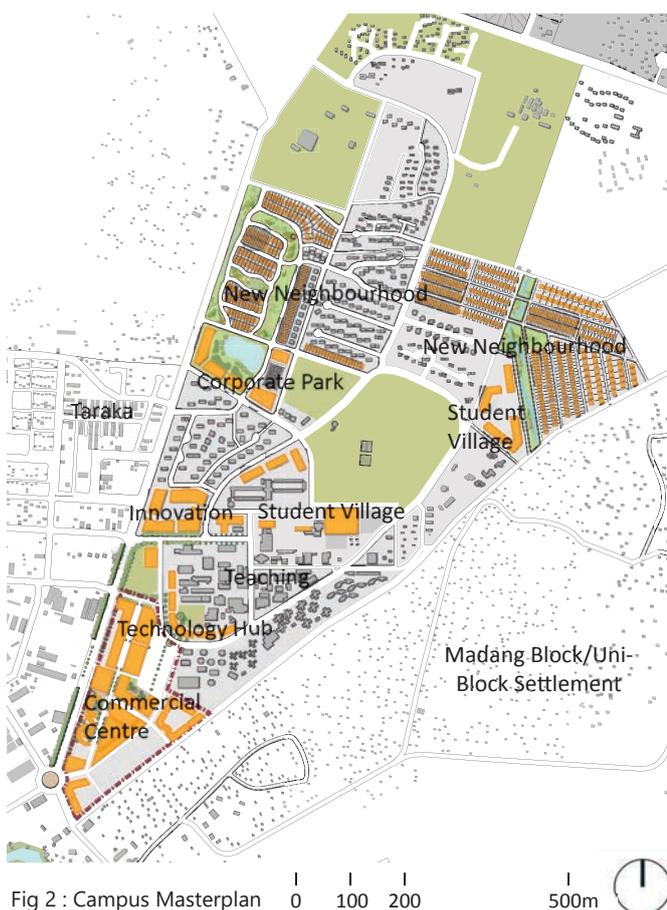


Fig 2 : Campus Masterplan

No.	Use	Storeys	Approx Site Area
1a	Mixed Use / Hotel	2-3 storey	6,600sqm
1b	Mixed Use / Hotel	2-3 storey	5700sqm
1c	Mixed Use / Retail	2-3 storey	4,000sqm
2a	Mixed Use / Retail	2-3 storey	11,800sqm
2b	Mixed Use /Commercial	2-3 storey	16,000sqm
3	Civic Buildings	2-3 storey	12,600sqm
4	School	1-2 storey	14,900sqm
5a	Small Workshops / Shopfronts	1-2 storey	14,400sqm
5b	Small Workshops / Future Development Site	1-2 storey	21,600sqm
6a	Landmark Commercial	2-3 storey	5,200sqm
6b	Landmark Commercial	3 storey	10,000sqm
7a	Market	1 storey	4900sqm
7b	Market	1 storey	5400sqm
	Carpark 1 (occupies site 2a and 2b)	approx 350 spaces	
	Carpark 2 (occupies site 6a)	approx 40 spaces	

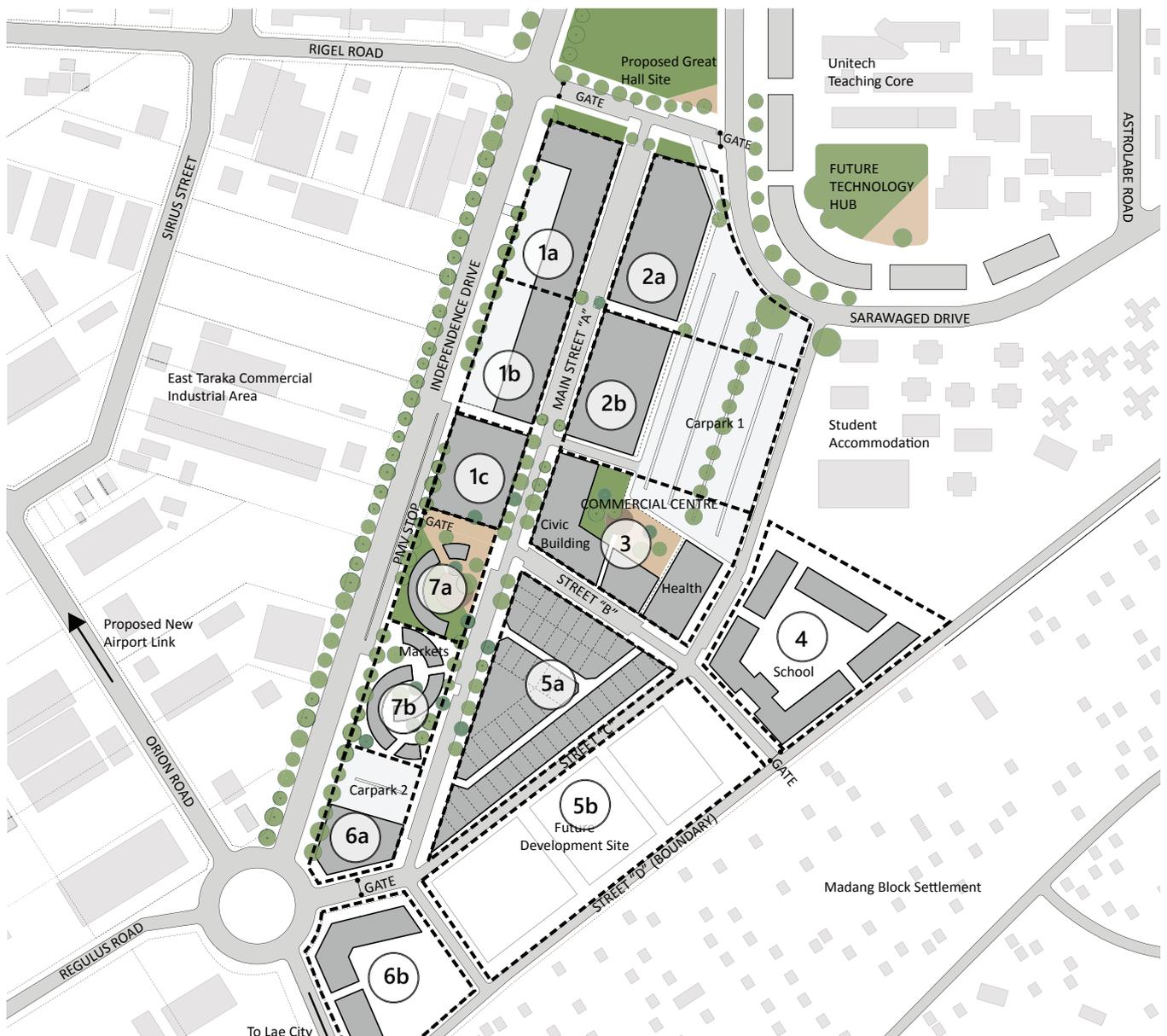


Fig 3 : Commercial Precinct Plan

4. REQUIREMENTS AND OBJECTIVES

4.1 Private Sector Involvement

- a) The Vice-Chancellor's Office seeks to maximise the extent of innovative private sector involvement in the design, construction and development of the Site. This may include proposals for Development for individual Lots, Precincts or the entirety of the Site incorporating quality design in an environmentally sensitive manner.
- b) All Submissions must:
 - (i) reflect the guiding principles and design philosophy of the Masterplan;
 - (ii) be underpinned by sound planning, urban design and environmental principles;
 - (iii) provide for integration within the broader local environment in which the Site is located; and
 - (iv) be based on sustainable development principles.
 - (v) respond to Unitech's significance in higher education, technology and innovation.

4.2 Compliance with Government Requirements

All Submissions must be consistent with all relevant government requirements and restrictions, and must be within the bounds of the law of Papua New Guinea.

5. GUIDING PRINCIPLES

5.1 Guiding Principles Introduction

As part of the EOI Process, the Participant must provide a range of information, as specified in Section 5.2, in its EOI Submission. This will be considered in light of the four high-level guiding principles below:

1. Development must embody the character articulated in the Development Guidelines as part of Papua New Guinea's leading technology precinct in the 21st Century.
2. Developments must be consistent with the objectives of the Campus Masterplan Document and Development Guidelines.
3. Developments must have a positive interface with the Unitech Site and the wider Lae area.
4. Developments must complement surrounding land uses and activities.

5.2 Information Required

Information provided by the Participant should relate to the following:

- a) The broad Development concept, including an overview of the expected use, scale and nature of the Development, and a range of conceptual 3D sketches if available;
- b) The preferred location for the Development;
- c) Timing of the Development (ie. broad timeline for each element of the proposed Development, including marketing and sales, construction and settlement);
- d) Rationale, market understanding and any other relevant information and assumptions that have been considered to inform the Development proposal;
- e) An indicative, non-binding value for the Lot(s) of interest and the rationale for determining that value;
- f) The Participant's preferred contracting model with the Office;
- g) The Participant's development credentials and experience (including details of specific team members);
- h) The Participant's financial standing and capacity.

6. EVALUATION CRITERIA

EOI Submissions responding to the following evaluation criteria will be considered in light of the guiding principles specified in Section 5.1.

6.1 Environmental

The degree to which the proposed Development contemplates the use of contemporary and innovative approaches to deliver environmentally sustainable outcomes.

6.2 Social

- a) The degree to which the Development interacts with and contributes to the public domain and other objectives of the Masterplan.
- b) The degree to which the Development considers its impact on the local community.

6.3 Design and Amenity

- a) The degree to which the proposed Development takes advantage of contemporary, diverse and innovative approaches.
- b) Qualifications, experience and portfolio of the design team.
- c) General 'fit' of the conceptual design within the overall Development site and broader campus & urban environment.

6.4 Economic and Financial

- a) Development credentials and experience including:
 - (i) qualifications and experience of individual team members;
 - (ii) experience and capacity in delivering similar projects elsewhere;
 - (iii) experience and capacity in engaging with local communities and stakeholders; and
 - (iv) experience and capacity in complying with applicable statutory and regulatory requirements.
- b) Details of the commercial viability of the proposed Development, including any preliminary market analysis and how the Development is expected to provide a commercial return on investment.
- c) Details of the Participant's financial capacity to deliver the proposed Development.
- d) Details of the Participant's preferred contracting model.
- e) Indicative (non-binding) Lot/Precinct/Site values, as relevant.

Term	Definition
Campus	means the complete parcel of University land; Portion:453 Milinch: Lae Fourmil: Markham As specified in section 3.1
Competitive Bid Process	means the proposed two-stage process for the Project consisting of: Stage 1 – Expression of Interest Stage 2 – Request for Proposal.
Consortium/ Consortia	means a team, joint venture or consortium of entities that comprises the Participant that lodges an EOI Submission.
Consortium Entities	means if the Participant is a consortium, an entity that is a member, shareholder, partner or joint venture in that Participant.
Development	means a proposed development for a Lot, a Precinct or the entirety of the Site for the purposes of the Project.
Development Agreement	means the agreement entered into between the University and a Preferred Proponent in order to undertake a Development.
Evaluation Criteria	means the evaluation criteria listed in Section 6.
Evaluation Process	means the process by which EOI Submissions will be evaluated by the University, as specified in Section 9.9.
Evaluation Team	means the University's team that will evaluate the EOI Submissions.
Expression of Interest or EOI	means the documentation submitted by a Participant in response to this Invitation.
Expression of Interest Process	means this Stage 1 process for the release of this Invitation, receipt and evaluation of EOI Submissions and determination of Shortlisted Participants that may be invited to submit a Proposal.
Expression of Interest (EOI) Submission	means the documentation prepared and lodged by a Participant in the EOI Process, in accordance with the requirements of the Corporation, as detailed in Section 4.
Government Requirements	means any relevant restrictions or laws that are applicable under the federal government of Papua New Guinea, the Provincial Government of Morobe and/or the Lae City Council.

7. GLOSSARY

Term	Definition
Invitation for Expressions of Interest or Invitation	means this Invitation.
Lot	means one development parcel, as identified in Figure 2.
Masterplan	means the Unitech Campus Masterplan
Office	means Papua New Guinea University of Technology Vice Chancellor's office, the Vice Chancellor or his designated representative.
Participant	means any party that responds to this Invitation to lodge an EOI Submission in accordance with the requirements of this Invitation, and where the context admits, includes their respective officers, employees, agents and advisers.
Precinct	means two or more adjoining Lots that can be logically combined into a larger area.
Project	means the New Guinea University of Technology Commercial Precinct Project
Project Coordinator	means the person with overall responsibility for coordination of the Competitive Bid Process and external advisers.
Project Objectives	means the key objectives for the Project as described in Section 4.1.
Proponent	means a Participant that has been selected by the University to respond to the RFP.
Proposal	means the documentation lodged by a Shortlisted Proponent in response to the RFP.
Relevant Parties	means the Participant and associated consortium entities.
Request for Proposal or RFP	means the Invitation issued to Shortlisted Proponents that details the terms and procedures governing Stage 2 of the Competitive Bid Process.
Site	means the southern portion of the Campus as specified in section 3.2 and the Masterplan.
University	means the Papuan New Guinea University of Technology, Lae and includes its executives, employees, advisers, consultants and agents.
Website	Means www.unitechpng.com

8. COMPETITIVE BID PROCESS

8.1 Indicative Timeframe

The following is an indicative timeframe for the Competitive Bid Process;

Competitive Bid Process	Timing
Release of Invitation	N/A
Submission of EOIs	12 weeks
Review and evaluation of EOIs and shortlisting for the Stage 2 RFP (subject to approval of planning scheme amendments)	6 weeks
Release of RFPs	N/A
Submission of RFPs	14 weeks
RFP assessments	8 weeks
Appointment of Preferred Proponent(s)	6 weeks
Contract execution (legal close)	12 weeks

The Vice-Chancellor's Office is committed to achieving the time frames specified in the Competitive Bid Process table above. However, the Office reserves the right to vary the above steps and time frames and any documented key dates, entirely at its discretion. Participants will be notified of changes as relevant.

9. EOI CONDITIONS

9.1 Reservations

Without limiting its rights whatsoever, the Office reserves the right, in its absolute discretion and at any time during the Competitive Bid Process, to:

- a) amend the structure, procedures and timing of the EOI Process or overall process for the Project by notice on the Website. Such amendment may include cancellation, variation or supplementation of the applicable process;
- b) take into account any information from any source, whether the Office's own or other sources, in evaluating an EOI Submission;
- c) request further information from any Participant in order to clarify any matter relating to the Participant's EOI Submission;
- d) conduct due diligence investigations if deemed necessary by the Office, and in any manner considered appropriate;
- e) draw on outside expertise as required;
- f) terminate the further participation of any participant in the EOI Process, RFP Process or Project by any Participant;
- g) undertake discussions with any Participant in relation to its EOI Submission at any time;
- h) take such other action it considers, at its absolute discretion, appropriate in relation to the Competitive Bid Process;
- i) choose to consider or reject any EOI Submission lodged after the closing date and time;
- j) not select any Proponent and terminate the Competitive Bid Process;
- k) provide details of an EOI Submission to relevant government representatives.

9.2 EOI Submissions must comply with this Invitation

All EOI Submissions must be prepared and lodged in accordance with the requirements of this Invitation and any additional terms and conditions that may be included upon written notice to each Participant to which this EOI Invitation has been issued. The University may reject any EOI Submission that does not comply with the terms of this Invitation.

9.3 No offer and acceptance

- a) This Invitation is:
 - (i) not to be construed as any express or implied representation, undertaking or commitment; and
 - (ii) is not an offer to undertake any Development (or any offer of any other kind) and does not indicate an intention by the Office to enter into any form of legal relationship, including Development Agreement, with any party receiving it for the purposes of any Development.
- b) An EOI Submission will not constitute an offer capable of acceptance by the Office under this EOI Process and the Office is not obliged to accept any EOI Submission whatsoever.
- c) The University is not obliged to enter into any contractual arrangement for any Development.

9. EOI CONDITIONS

9.4 Unauthorised communications

Participants must direct all questions or any other communications through the Vice-Chancellor's Office unless otherwise provided for in this EOI Invitation or the Office directs otherwise.

Unauthorised communication with any other University executive, employee or representative may lead to disqualification of the Participant from the Competitive Bid Process.

9.5 Clarifications

- a) During the EOI Process, it is intended that any additional information provided by the Office will be for clarification only. All inquiries from Participants are to be transmitted in writing via email to info@unitechpng.com
- b) Any Office responses generally affecting the Project or the conduct of the EOI Process will be provided to all Participants on the Website. Responses to questions that are claimed by a Participant to be confidential to that Participant, and accepted by the Office as such, will not be distributed.
- c) Inquiries from Participants that are deemed confidential will be responded to by email to the relevant Participant. The identical information will be provided via the Website to all Participants.
- d) Further to Section 9.1(c) any clarification required by the University from a Participant about its EOI Submission:
 - (i) will be sought in writing; and
 - (ii) must be responded to by the Participant within the timeframe specified by the University.

9.6 Intellectual property

- a) All materials submitted by any means whatsoever by the Participant in the Competitive Bid Process become the property of the Office immediately on lodgement and without the need for any further documentation or evidence.
- b) Such intellectual property rights of the Participant or any other party, as may be clearly demonstrated by the Participant to exist in the information contained in materials submitted by the Participant, will remain the property of the Participant or the other Relevant Party.
- c) The Participant licenses and authorises the Office to copy, adapt, disclose or do anything else necessary (in the Office's opinion) to all material (including that which contains intellectual property rights of the Participant or other parties) contained in the materials submitted, for the purposes of the Competitive Bid Process including, without limitation, for use in:
 - (i) its evaluation of EOI Submissions;
 - (ii) negotiation of any Development Agreement(s);
 - (iii) other related matters; and
 - (iv) complying with applicable laws.
- d) The Office may make such copies of Invitations, EOI Submissions or materials submitted, as it requires, for its purposes.

9. EOI CONDITIONS

9.7 Confidentiality

- a) The Invitation remains the property of the Office and may be used only to prepare an EOI Submission.
- b) Except for information available to the public generally (other than by breach of these EOI Conditions), a person receiving the Invitation must not publish, disclose or copy any of its content, except to prepare an EOI Submission.
- c) The Participant must keep confidential all information provided by the Office as part of, or in connection with, the Invitation.
- d) The Office and the Participant must hold the EOI Submission in confidence, so far as the law allows, except:
 - (i) if the information is available to the public generally, other than by breach of this obligation;
 - (ii) if a law requires a party to file, record or register something that includes information in the Proposal;
 - (iii) if disclosure is necessary or advisable to get a consent, authorisation, approval or licence from a governmental or public body or authority;
 - (iv) if it is necessary or advisable to make disclosure to a taxation or fiscal authority;
 - (v) if it is necessary to provide the information in the EOI Submission in answer to a question asked of a Minister in Parliament, or otherwise to comply with a Minister's obligations to Parliament;
 - (vi) if it is disclosed confidentially to a party's professional advisers:
 - (A) to get professional advice about this EOI process; or
 - (B) otherwise to consult such professional advisers; or
 - (vii) to the extent that the Office reproduces or adopts in whole or in part any commercial model put forward by a Participant as part of the EOI Process.
- e) All information submitted by the Participant will be examined and assessed by the Evaluation Team, its specialist consultant advisers and any other party from whom the Evaluation Team may choose to seek advice.
- f) The Participant must maintain the confidentiality of its own EOI Submission, and must not seek details of competing proposals.
- g) The Participant must not make any public statement whatsoever in relation to the Project or the Competitive Bid Process.
- h) The Office reserves the right, in its absolute discretion, at any stage following termination of the Participant's participation in the Competitive Bid Process or the termination of the Competitive Bid Process, to require that material and other information provided to the Participants (and copies or reproductions of such information) be either destroyed by the Participant or returned to the Office. The Office may require that the Participant provide evidence (in a form satisfactory to the Office) that any University requirements in this respect have been fully complied with.

9. EOI CONDITIONS

9.8 Costs borne by Participants

All costs and expenses whatsoever incurred by the Participant in any way associated with the development, preparation and lodgement of an EOI Submission, including providing any clarification and additional information required by the Office, will be borne entirely and exclusively by the Participant. The Office will have no liability or responsibility in any form whatsoever to any Participant in this regard.

9.9 Collusive conduct

The Participant must not engage in any collusive conduct, anti-competitive conduct or any other similar conduct with any other Participant or any other person in relation to the preparation or lodgement of the EOI Submission. The Participant must provide a certification with its EOI Submission that it and any Consortium Entities have not engaged in any anti-competitive conduct.

9.10 Conflict of interest

The Participant must not place itself in a position that may, or does, give rise to a conflict of interest (or a potential conflict of interest) between the interests of the Office and any other interests, during the Competitive Bid Process. The Participant must provide a certification with its EOI Submission that it and any Consortium Entities are not aware of any conflicts of interest.

9.11 Disclaimer

- a) The Participant must make and rely on its own investigations and satisfy itself in relation to all aspects of the Project. The Office will not be liable for any incorrect or misleading information or material (referred to in this Section as "Material") or omission to disclose Material whether provided in this Invitation or otherwise.
- b) Further to Section 9.13(a) any Materials in any form whatsoever, including any Material provided by means

of unitechpng.com site, is provided to the Participant subject to the following conditions:

- (i) It is strongly recommended that the Participant makes its own enquiries, investigations and examinations and obtains its own appropriate professional advice before using or placing any reliance upon the Material;
 - (ii) The Office accepts no liability for any loss, damage or other consequences, whether caused by its negligence or not, resulting directly or indirectly, from the Participant's reliance upon, or use of, the Material;
 - c) the Material is provided to the Participant strictly on the condition that the Participant waives all present and future right to claim against the Office and its servants, agents and contractors, for all liability, whether in contract or in tort, arising from any defects or errors in the Material, or any use of, or reliance upon, the Material;
 - d) the Material has not been prepared to meet the Participant's particular requirements;
 - e) the Material is not warranted as being correct, free from any errors or defects or fit for any purpose;
 - f) the Material has been acquired from surveys, studies, assessments, reports, documentation and various other sources that have not been verified and therefore the Office does not give any form of undertaking as to the reliability of the Material; and
 - g) if the above conditions upon which the Material is provided to the Participant are not acceptable to it, the Material should not be used or relied upon.
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9. EOI CONDITIONS

9.11 Addenda

- a) Written addenda issued by the Office are the only explanations of, or amendments to, the EOI Invitations that will be accepted.
- b) All addenda and updates to addenda will be issued via the Website
- c) The Participant must satisfy itself that it has received, acknowledged and addressed all addenda and updates that may have been issued up to the closing date for lodgement of EOI Submissions.

9.12 Website

- a) The Office will establish a registration page on the Website, to provide a central source of information for the EOI Process and the Site. After registration all relevant available documents will be available to download.
- b) The Website will be a means by which the Office communicates any addenda or additional information related to the EOI Process;

9.13 Lodgement of EOI Submissions

- a) EOI Submissions must be lodged in both hard copy and electronic format as follows:
 - (i) Hard-copy lodgement
Hard-copy submissions comprising original loose-leaf copies (maximum 40 pages) and five (5) bound copies must be delivered in a sealed envelope to the Project Coordinator at the address provided in the Important Notice on page 7 of this Invitation.
 - (ii) Electronic lodgement
Electronic submissions comprising original copies (maximum 40 pages) must be lodged as a .pdf via email to info@unitechpng.com
- b) Submission timelines
 - (i) EOI Submissions must be received by 5:00 pm Australian Eastern Standard Time / Papua New Guinea Time on Monday July 31st. Material that is not specific to the EOI Submission (for example, updates to general CVs and company profiles) may be included as appendices and may be considered as part of the EOI Submission.
 - (ii) The Office reserves the right to reject or accept late EOI Submissions.

9. EOI CONDITIONS

9.14 Probity

- a) The University is committed to ensuring the EOI Process is carried out in a fair, impartial, accountable and transparent manner, with strict provisions for confidentiality and security of information, and effective management of any conflicts of interest (real or perceived).
 - b) An evaluation and probity plan will be developed for the EOI Process and a probity adviser will be appointed to oversee the probity of that process. The assessment of EOI Submissions will be conducted in accordance with the evaluation and probity plan, which will include reference to:
 - (i) record keeping;
 - (ii) composition of the evaluation panel and any technical committees;
 - (iii) administration;
 - (iv) evaluation methodology;
 - (v) evaluation criteria; and
 - (vi) management of potential conflicts of interest.
 - c) If a Participant has any concerns regarding the conduct of the EOI Process from a probity perspective, it should contact the probity adviser directly.
 - d) The probity adviser will be engaged for the duration of the Competitive Bid Process. During the EOI Process the probity adviser will:
 - (i) ensure the receipt and evaluation procedure for EOI Submissions is consistent with proper probity requirements;
 - (ii) monitor the evaluation process and independently validate the process for the Office; and
 - (iii) advise the Office with respect to any unforeseen probity issues.
 - e) The probity adviser is an observer of the Process.
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FOR MORE INFORMATION VISIT

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