



Request for Tenders

[Insert Project Name]
[Insert Tender Number]

Release Date: **[Insert]**

Closing Date and time: **[Insert]**

Information for Tenderers

1. Overview

1.1 Background

Ipswich City Council (**Council**) covers an area of 1,090 square kilometres with a population of approximately 190,000 people. Council is responsible for a range of services and facilities in the local area.

[Insert relevant project detail.]

1.2 Purpose

Council is seeking Tenders for [Insert brief description of the Product or Service] for [insert name of Project].

[Insert any other high level instructions Council may wish to include. e.g. Scope, stages, commercial model]

1.3 Council Objectives

In conducting this RFT, Council objectives are:

(a) [insert];

(b) [insert].

2. Structure of this request for tenders

This request for tenders (**RFT**) is comprised of the following documents:

Information for Tenderers		This section outlines the objectives of this RFT and provides background information on the Product or Service covered by this RFT. Nothing in this section limits or affects the operation of the RFT Conditions.
RFT Conditions		This section details the conditions under which the RFT process will be conducted.
Schedule 1	RFT Particulars	Schedule 1 contains the particulars of this RFT.
Schedule 2	Requirements and Technical Specifications	Schedule 2 contains Council Requirements and Technical Specifications for the provision of the Product or Service.
Schedule 3	Evaluation Criteria	Schedule 3 contains the criteria against which Tenders will be evaluated by Council.
Schedule 4	Proposed Agreement	Schedule 4 contains the Proposed Agreement for the provision of the Product or Service.
Schedule 5	Response Annexures	Schedule 5 contains Response Annexures which are to be completed and submitted by Tenderers as part of their Tender.

3. Indicative Timetable

Council envisages that this RFT will be conducted in accordance with the following timetable. All dates are indicative only and subject to change at the discretion of Council.

Date	Milestone
[insert]	Release of RFT documentation
[insert]	[Insert dates and details of any proposed briefings or site visits. Ensure these dates are captured in Schedule 1]
[insert]	Last day for clarification requests
[insert date and time]	Closing Time for Tenders
[insert]	Anticipated contract commencement.

RFT Conditions

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RFT Conditions

1. Definitions and interpretation

1.1 Definitions

In these RFT Conditions, unless the context indicates otherwise:

Alternative Tender means an alternative conforming offer made by the Tenderer in accordance with clause 9.

Closing Time means the closing time and date identified in Schedule 1, or later closing time or date as Council may notify in writing;

Contract means the contract between Council and the successful Tenderer for the delivery of the Product or Service based on the Proposed Agreement;

Council means Ipswich City Council.

Council Representative means the person identified as Council Representative in Schedule 1, or any other person from time to time appointed in writing by Council to be Council Representative for the purposes of these RFT Conditions;

Information Document means any document or information which is not a RFT Document, that is given to or made available to the Tenderer in connection with:

- (a) the RFT Documents; or
- (b) a Product or Service,

and includes the section of this RFT titled "Information for Tenderers".

Lodgement means submission of a Tender using the Tender Portal in accordance with clause 7.

Notice to Tenderers means a supplementary notice issued by Council or Council Representative under clause 4.4;

Personal Information has the same meaning as in the Information Privacy Act 2009 (Qld);

Product or Service means the product(s) or service(s) or a combination of products and services to be supplied or carried out pursuant to the Contract, which are described in general terms in Schedule 1 and more particularly described in the RFT Documents.

Proposed Agreement means the proposed contract contained in Schedule 4 which forms part of the RFT Documents;

Regulatory Requirements means:

- (a) any Commonwealth, State or Territory Act, regulation, order, by-law or other regulatory instrument of any kind;
- (b) any code or other instrument made (including the Building Code of Australia that applies in Queensland maintained by the Australian Building Codes Board), or agreement required to be entered into (including network use of system, co-ordination or access agreements or community service obligation, concession or rebate agreements), under any Act, regulation, order or other regulatory instrument referred to in paragraph (a); and

(c) any condition or requirement of an authority, permit or licence held by Council,

with which Council must comply, together with any voluntary code or other instrument which Council from time to time advises the Tenderer is a regulatory requirement with which the Tenderer must comply;

Requirements and Technical Specifications means Council requirements and specifications for the Product or Service as outlined in Schedule 2;

Response Annexures means the Response Annexures referred to in clause 4.1(f) which form part of the RFT Documents;

RFT means this request for tenders;

RFT Documents means the documents listed in clause 4.1 and any other document issued to the Tenderer by Council or Council Representative after the issue of the RFT Documents and expressly stated to be an RFT Document (including any Notice To Tenderers issued under clause 4.4);

RTI Act means the Right to Information Act 2009 (Qld);

Site means the site where the Product or Service is to be delivered;

Tender means an offer to provide the Product or Service (including an Alternative Tender) made by the Tenderer in accordance with these RFT Conditions;

Tenderer means a person invited to lodge a Tender for the delivery of the Product or Service;

Tender Portal means the online portal used by the Council for this RFT process known as LG tender box located at www.lgtenderbox.com.au;

Validity Period of Tender means the period of time specified in Schedule 1, commencing from the Closing Time, during which the Tender must remain open in accordance with clause 12.

1.2 Interpretation

In these RFT Conditions:

(a) headings are for convenience only and do not affect interpretation,

and unless the context indicates a contrary intention:

(b) if a word or a phrase used in these RFT Conditions has been given a defined meaning in the Proposed Agreement, it will bear the same meaning in these RFT Conditions;

(c) a reference to:

- (i) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
- (ii) a person includes an individual, the estate of an individual, a corporation, a Government, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (iii) a numbered clause is a reference to a clause in these RFT Conditions;
- (iv) a document (including the RFT Documents or any one of them) is to that document as varied, novated, ratified or replaced from time to time;

- (v) a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements; and
- (vi) information includes information communicated in whatever form, including electronic or oral.
- (d) **includes** in any form is not a word of limitation; and
- (e) a reference to **\$** or **dollar** is to Australian currency.

2. Invitation to Submit Tender

Council invites the Tenderer to submit a Tender in accordance with the RFT Documents for the delivery of the Product or Service. This document is not an offer by Council to any Tenderer.

3. RFT Conditions binding

By submitting a Tender, the Tenderer acknowledges that the Tenderer is bound by these RFT Conditions.

4. RFT Documents

4.1 RFT Documents comprise

The RFT Documents comprise the following:

- (a) these RFT Conditions;
- (b) Schedule 1 - RFT Particulars;
- (c) Schedule 2 - Requirements and Technical Specifications;
- (d) Schedule 3 - Evaluation Criteria;
- (e) Schedule 4 - Proposed Agreement;
- (f) Schedule 5 - Response Annexures; and
- (g) any Notice To Tenderers.

4.2 Ownership

The RFT Documents, and the copyright in them, are and remain the property of Council. A Tenderer may only use or reproduce the RFT Documents for the purpose of submitting a Tender.

4.3 Enquiries

All enquiries regarding the RFT Documents must be directed to Council Representative through the Tender Portal.

4.4 Amendment of RFT Documents

- (a) At any time prior to the formation of a Contract in the manner stated in clause 18, Council may, for any reason, clarify, add to, modify or otherwise amend the RFT Documents by issuing a Notice To Tenderers.

- (b) Any Notice To Tenderers will be made available on the Tender Portal. While the Tender Portal may provide for notification of submission of a Notice To Tenderers to the Tender Portal by Council, it is the responsibility of each Tenderer to regularly check the Tender Portal for any Notice To Tenderers issued prior to the Closing Time.

5. Further information

5.1 Clarifications

- (a) If the Tenderer is in doubt as to the meaning, intention, completeness or accuracy of any of the RFT Documents (including any Notice To Tenderers), the Tenderer may submit through the Tender Portal a request for clarification to the Council Representative.
- (b) Council is not required to accept or respond to any request for clarifications received after the last day for clarification requests specified in Schedule 1.

5.2 Discussions and meetings

- (a) Council may hold discussions or meetings with any one or more Tenderers, either individually or collectively, at any time.
- (b) Any discussion or meeting is conducted for the purpose of providing background information only.
- (c) The Tenderer will not in any way rely upon any discussion or meeting for the purposes of preparing, amending or negotiating its Tender or entry into any contract with Council with regard to the Product or Service.
- (d) Without limiting these RFT Conditions in any way, Council may, if it believes appropriate, issue:
 - (i) Information Documents; or
 - (ii) Notice To Tenderers(as the case may be) to address matters arising out of any discussion or meeting.

5.3 Council Site visits

- (a) If specified in Schedule 1, Tenderers are invited to attend a Site visit at the time and date specified in Schedule 1.
- (b) If a Site visit is not proposed by Council in Schedule 1, Tenderers may contact Council Representative through the Tender Portal before the Closing Time to request access to any part of the Site that is not accessible to the public.
- (c) Council may, in its absolute discretion, grant or refuse to grant a Site visit.
- (d) If a Tenderer is granted a Site visit under this clause 5.3:
 - (i) any costs incurred by the Tenderer in relation to the Site visit (e.g. transport costs) are to be borne by the Tenderer unless otherwise specified in Schedule 1;
 - (ii) the Tenderer will indemnify and hold indemnified Council against all loss or damage, whether to person or property, to the extent that the loss or

damage was a direct result of the negligence of the Tenderer or its invitees in connection with the Tenderer's Site visit; and

- (iii) the Tenderer will make good any damage caused to the Site by the Tenderer or the Tenderer's invitees during a Site visit.

5.4 Tenderer site visit

- (a) If specified in Schedule 1 that Council requires a visit of a site of the Tenderer or one of its customers to see a demonstration of the Product or Service, Tenderers will advise of the location and for customer site visits, the dates and times available for a visit by Council Representatives.
- (b) Council may, in its absolute discretion, undertake a visit to a Tenderer or Tenderer customer site on 3 days' notice.
- (c) If Council attends a site visit in accordance with this clause 5.4:
 - (i) any costs incurred by the Tenderer in relation to the Council site visit are to be borne by the Tenderer unless otherwise specified in Schedule 1;
 - (ii) the Tenderer will indemnify and hold indemnified Council against all loss or damage, whether to person or property, to the extent that the loss or damage was a direct result of the negligence of the Tenderer or its invitees in connection with the Council site visit.

6. Tenderer to inform itself

6.1 Disclaimer

Neither Council, nor any councillors, officers, employees, agents or advisors of the Council, warrant guarantee or make any representation, or assume any duty of care, or (to the extent permitted by law) accept any liability, with respect to the completeness, accuracy, adequacy or correctness of:

- (a) the RFT Documents; or
- (b) any Information Document.

6.2 Tenderer's responsibilities

Without in any way limiting what the Tenderer does before submitting its Tender, the Tenderer must do all of the following:

- (a) examine and carefully check the contents of all of the RFT Documents;
- (b) inform itself as to:
 - (i) the risks, contingencies and other circumstances which might have an effect on the performance of the Product or Service or the cost of delivering the Product or Service;
 - (ii) the nature of the Product or Service and of any plant, equipment, materials or other items necessary for the delivery of the Product or Service; and
 - (iii) all applicable laws, taxes and insurance premiums (including compulsory insurance premiums); and

- (c) obtain all appropriate professional and technical advice with respect to the matters referred to in clauses 6.2(a) to (b),

and any failure by the Tenderer to do any of those things will not relieve the Tenderer of its obligation to deliver the Product or Service in accordance with the Contract should the Contract be awarded to it.

7. Lodgement of Tender

7.1 Requirement to lodge

Lodgement of the complete Tender must occur by the Closing Time.

7.2 Tender to be lodged through Tender Portal

The complete Tender must be submitted using the Tender Portal in accordance with the guidelines and limitations specified by the Tender Portal. A Tender is not lodged unless the Tenderer has received a response receipt confirmation number and list of uploaded Tender documents.

7.3 Complete Tender

Tenders must be complete in themselves. Council reserves the right not to consider any information referenced externally (e.g. by internet hyperlink).

7.4 Terms and conditions of Tender Portal

- (a) Tenderers will comply with the terms and conditions of the Tender Portal.
- (b) Council is not the provider of the Tender Portal and accordingly makes no warranties regarding the operation of the Tender Portal and is not liable for any act or omission of the operator of the Tender Portal.

7.5 Acknowledgement of receipt of Tender

An acknowledgement of receipt of Tender by or on behalf of the Tender Portal, Council or Council Representative, does not mean or imply that a Tender has been or will be treated as a conforming Tender.

8. Tender requirements

8.1 Format

- (a) The Tenderer may submit an offer to deliver the Product or Service by completing and lodging the Response Annexures in accordance with clauses 7 and 8 of these RFT Conditions.
- (b) Response Annexures must be lodged in an electronic format that is able to be viewed by Council. Council has access to Internet Explorer v11, PDF readers, Microsoft Word, Excel and PowerPoint. If a Tender wishes to confirm whether a certain format is able to be viewed by Council, it may request a clarification in accordance with clause 5.1.
- (c) The completed Response Annexures must be in the English language and all measurements and quantities must be in metric units and in accordance with the International System of Units (SI units).

8.2 Pricing

- (a) All prices in the Tender must be in Australian dollars.
- (b) The Tender must provide prices exclusive of GST.
- (c) The Tender must be inclusive of all other taxes, levies, duties and charges.

8.3 Completed Response Annexures

If the Tenderer elects to submit a Tender the Tenderer must complete and submit all of the Response Annexures which form part of the RFT Documents and provide all other information required by the Response Annexures.

8.4 Tenderer details

- (a) A Tender must name and clearly identify the legal entity which is the Tenderer making the Tender.
- (b) If the Tenderer comprises two or more persons then their Tender will bind them jointly and each of them severally.

8.5 Conflict of interest

- (a) The Tenderer must declare any actual, potential or perceived conflict of interest which a Tenderer may have if the Tenderer was awarded the Contract and must complete Response Annexure A.
- (b) If during the RFT process a conflict of interest arises, or appears likely to arise, the Tenderer must notify Council immediately in writing and take such steps as Council may reasonably require to resolve or otherwise deal with the conflict. If the Tenderer fails to notify Council or is unable or unwilling to resolve or deal with the conflict to Council satisfaction, the Tenderer may be excluded from the RFT process and/or its Tender may be excluded from consideration.

8.6 Use of Council personnel

A Tenderer must not, without written approval from Council, permit a person to contribute to, or participate in, any process relating to the preparation of the Tender or the RFT process, if:

- (a) the person was involved at any time in the Council planning of the acquisition of the Product or Service to which this Tender relates, the preparation of the RFT Documents or the management of the RFT process; or
- (b) the person was employed or otherwise engaged by Council at any time during the six months immediately preceding the date of issue of this RFT.

9. Alternative and Multiple Tenders

9.1 Alternative Tenders

- (a) The Tenderer may submit one or more alternative conforming Tenders (**Alternative Tender**).
- (b) Each Alternative Tender must be marked as an Alternative Tender (e.g. "Tender - Alternative 1") and must be submitted as a separate Tender with separate completed Response Annexures.

- (c) Council reserves the right in its absolute discretion to consider and accept any Alternative Tender.

10. Ownership and Disclosure of Tenders

10.1 Ownership and retention

Council will own and retain all Tenders.

10.2 Intellectual property rights in Tenders

- (a) Copyright and any other intellectual property rights in a Tender will, as between Council and the Tenderer, belong to the Tenderer.
- (b) The Tenderer grants to Council a non-exclusive, fully paid and royalty free, perpetual, assignable licence to use, reproduce and adapt the Tender as it sees fit for purposes related to the RFT process or the Product or Service.
- (c) The Tenderer warrants that it has all the rights necessary to grant the licence referred to in clause 10.2(b) and that Council use of the Tender will not infringe the intellectual property rights of any person.

10.3 Disclosure of Tenders

Without limiting Council rights under clauses 10.1 and 10.2, Council may disclose a Tender or any part of a Tender:

- (a) to third party advisers;
- (b) to any Minister and their personal and departmental advisors;
- (c) where disclosure is required by law; and
- (d) where disclosure is required to be made in accordance with established governmental policies, procedures or for public accountability purposes.

11. Tenderer's warranty and acknowledgement

11.1 Tenderer's warranty

By submitting a Tender:

- (a) the Tenderer represents and warrants that:
 - (i) it has done all of the things mentioned in clause 6.2;
 - (ii) it prepared its Tender based on its own investigations, interpretations, deductions, information and determinations; and
 - (iii) its Tender is accurate and complies in all respects with the RFT Documents and the requirements of all applicable laws and any applicable Government code, policy or guideline; and

- (b) the Tenderer accepts and agrees (to the extent permitted by law) that neither Council, nor any councillors, officers, employees, agents or advisors of Council have any liability to the Tenderer (whether in contract, in tort, under statute or on any other basis) with respect to or as a result of or arising from:
- (i) any incompleteness or inadequacy of, or any inaccuracy or error in, or omission from; or
 - (ii) any use of or reliance by the Tenderer upon,
any of the RFT Documents or Information Documents; and
- (c) the Tenderer warrants that it will promptly disclose in writing to Council and prior to the execution of the Contract details of:
- (i) any litigation or proceeding whatsoever, actual or pending, against the Tenderer;
 - (ii) matters relating to the commercial, technical or financial capacity of the Tenderer or of any sub-contractor or agent proposed to be engaged in respect of the Tender;
 - (iii) any planned, anticipated or actual change of control of the Tenderer or of any sub-contractor or agent proposed to be engaged in respect of the Tender or any subsequent contract;
 - (iv) any planned or anticipated assignment or novation of the Tenderer's rights or obligations which could materially affect the Tenderer's ability to perform any of its obligations under the Tender or any subsequent contract; and
 - (v) any other event or occurrence, actual or pending, which could materially affect the Tenderer's ability to perform any of its obligations under the Tender or the Proposed Agreement,

of which the Tenderer becomes aware during the Validity Period of Tender. The Tenderer will provide any additional information requested by Council relating to a disclosure under this clause 11.1(c).

11.2 Tenderer's acknowledgement

The Tenderer acknowledges that in considering the Tender (including any conforming, non-conforming or Alternative Tender) and in Council entering into any contract with the Tenderer, Council will be relying upon the representations and warranties given by the Tenderer in the completed Response Annexures, in any response to an Information Request and in these RFT Conditions.

12. Tender validity period

Tenders must remain valid and open for acceptance until at least the expiry of the Validity Period of Tender.

13. Tender evaluation

13.1 Information requests

- (a) After the Tender has been lodged, the Council Representative may request the Tenderer to submit further information (**Information Request**).

- (b) The Tenderer must respond promptly to Information Requests.
- (c) Information provided by the Tenderer in response to an Information Request will be taken to form part of the Tender.

13.2 Evaluation criteria

Without in any way limiting the operation of clause 15, the factors which Council and the Council Representative may take into account in any evaluation of Tenders includes the evaluation criteria identified in Schedule 3.

14. Variations, late and non-conforming Tenders

14.1 Rejection of late and non-conforming Tenders

- (a) A Tender:
 - (i) where Lodgement did not occur by the Closing Time as required by clause 7.1;
 - (ii) which does not comply in every respect with the requirements of the RFT Documents (including these RFT Conditions);
 - (iii) which does not comply with all applicable Regulatory Requirements, standards and government policies; or
 - (iv) which seeks to include the Tenderer's own conditions of offer or conditions of contract,may be treated as non-conforming and rejected and/or not considered regardless of the reason for the late lodgement or the non-conformance.
- (b) Notwithstanding clause 14.1(a), Council reserves the right in its absolute discretion to consider and accept any Tender.

14.2 Variations to Tenders

A Tenderer may replace, amend or supplement its Tender if invited to do so by Council. Council may ask for replacement, amended or supplemental Tenders from one or more Tenderers but is under no obligation to do so. Council is entitled to accept a replacement, amended or supplemental Tender from a Tenderer (whether requested by Council or not) in its absolute discretion, without reference to any other Tenderers.

15. Council discretion

15.1 Rights of Council

Council (either itself or through Council Representative) reserves the right in its absolute discretion and without limiting any other rights which Council may have whether under these RFT Conditions or otherwise, to do any one or more of the following:

- (a) withdraw its invitation to submit a Tender;
- (b) amend the RFT Documents or the requirements of the Product or Service;
- (c) vary, suspend or terminate the RFT process;
- (d) extend the Closing Time;

- (e) change the manner of Lodgement;
- (f) receive, consider or evaluate any Tender (whether a conforming, non-conforming or Alternative Tender);
- (g) reject or refuse to consider or evaluate any Tender or all Tenders or terminate at any time further participation in the process by any Tenderer;
- (h) decline to accept the lowest Tender or any Tender;
- (i) at any time, vary or alter any process or procedure regarding the consideration or the evaluation of any Tender or Tenders (including the evaluation criteria);
- (j) adopt different approaches with different Tenderers;
- (k) require additional information or further offers from any Tenderer;
- (l) hold discussions or meetings with one or more Tenderers at any time during the RFT process;
- (m) make enquiries of any person, company or organisation to ascertain the suitability of the Tender and the Tenderer and do so without advising the Tenderer;
- (n) negotiate on any aspect of a Tender before identifying whether they accept or reject any Tender;
- (o) invite best and final offers from any one or more Tenderers;
- (p) invite further or other Tenderers to submit Tenders for the delivery of the Product or Service;
- (q) short list Tenderers, select a Tenderer as a preferred Tenderer, or elect not to short list or select any Tenderer as a preferred Tenderer, or having selected a Tenderer on a short list or as a preferred Tenderer, terminate that selection;
- (r) select multiple Tenderers as preferred Tenderers;
- (s) accept part or parts of a Tender or accept multiple Tenders;
- (t) negotiate with one or more Tenderers and enter into the Contract without prior notice to any other Tenderer;
- (u) not proceed with the Product or Service;
- (v) self-perform the Product or Service;
- (w) proceed with the Product or Service on the basis of a different scope of work or extent or on terms different from those set out in the RFT Documents;
- (x) negotiate with and enter into a contract with any person (including someone other than a Tenderer) for the delivery of the Product or Service and/or any other work;
- (y) waive any requirement or obligation under these RFT Conditions; and
- (z) take such other action as it considers, in its absolute discretion, appropriate in relation to the RFT process.

15.2 Reasons

Council may, but is not obliged to provide reasons for its decisions under this clause 15 and no Tenderer is entitled to enquire into the basis of Council decisions under this clause 15.

15.3 No liability

To the extent permitted by law, Tenderers will have no claim against Council or the Council Representative arising out of Council exercise, or failure to exercise, any rights under these RFT Conditions.

16. Council liability

16.1 Council not bound by oral information

Without limiting clause 6.1, to the extent permitted by law, Council is not bound by, and has no responsibility or liability for, any oral advice, representation or information given or furnished by or on behalf of Council or the Council Representative with respect to the RFT Documents, the Product or Service, the RFT process, any Tender or the proposed Contract, whether given or made before or after the Closing Time.

16.2 Council not liable for Tenderer's costs, losses or expenses

- (a) Without limiting clause 21.1, to the extent permitted by law, in no circumstances is Council or any councillor, officer, employee, agent or advisor of Council liable to the Tenderer in contract, tort (including negligence or misrepresentation), under statute or otherwise for any costs, losses, expenses, liabilities or damages incurred or suffered by the Tenderer:
- (i) in acting upon these RFT Conditions in preparing a Tender (whether it is a conforming or Alternative Tender) or in otherwise acting in reliance upon these RFT Conditions;
 - (ii) arising out of or in connection with:
 - A. its participation in or response to any discussions, negotiations, interviews, enquiries or requests for details or information whether before or after the Closing Time; or
 - B. its participation in the RFT process generally; or
 - (iii) arising out of or as a result of the exercise, or failure to exercise, by Council or Council Representative of any of their rights under these RFT Conditions, including rights under clause 15.
- (b) Any Tenderer not selected as the successful Tenderer will have no recourse against Council or councillors employees, agents or advisors of Council in relation to any decision to select another Tenderer as the successful Tenderer.

17. Notification and debrief

- (a) Council will notify the Tenderer in writing if its Tender was unsuccessful.
- (b) Within 14 days of receipt of a notice from Council under clause 17(a) or execution of the Contract, the Tenderer must notify Council in writing whether or not a debrief is requested.
- (c) Where requested within the timeframe required under paragraph (b), Council will provide a debrief at a suitable time.

- (d) Council may provide its debrief orally or in writing.
- (e) The Tenderer acknowledges that the purpose of the debrief is to identify the reasons why the Tenderer's Tender was successful or unsuccessful, and that Council is not obliged to make any comparison with or provide any information about any other Tenderer or Tender.
- (f) Except as provided for in this clause 17, Council will not enter into any correspondence, oral or written, about its selection decision(s).

18. Formal contract required

- (a) No contract for the delivery of the Product or Service or any part thereof will come into existence unless and until:
 - (i) Council issues a letter of acceptance with the Contract attached; or
 - (ii) Council and the successful Tenderer execute a Contract.
- (b) Before any Contract is entered into, Council will require that a formal document be prepared which takes into account any changes to the RFT Documents and the outcome of any negotiations.

19. Right to Information, Information Privacy and Disclosure

19.1 Right to Information Act 2009

Tenderers are advised that information contained in a Tender is potentially subject to disclosure to third parties under the RTI Act.

19.2 Information Privacy Act 2009

If the Tenderer collects or has access to Personal Information as a result of the RFT process, the Tenderer must comply with Parts 1 to 3 of Chapter 2 of the Information Privacy Act 2009 (Qld) in relation to the collection, storage, handling, accessing, amendment, management, transfer, use or disclosure of the Personal Information, as if the Tenderer was Council.

19.3 Disclosure required by Local Government Regulation 2012

Despite any other provisions of the RFT Documents, pursuant to section 237 of the Local Government Regulation 2012, prior to entering into Contracts worth \$200,000 or more, Council must:

- (a) as soon as practicable, publish relevant details of the contract on its website; and
- (b) display relevant details of the contract in a conspicuous place in its public office.

Relevant Details includes:

- (c) the name of the supplier;
- (d) the value of the Contract; and
- (e) the purpose of the Contract.

20. Probity

- (a) Council may appoint an independent probity adviser to oversee this RFT process. If so, the probity adviser's details are specified in Schedule 1.
- (b) The role of the probity adviser is to observe and audit the integrity of this RFT process.
- (c) Tenderers who have any concerns about the conduct or probity of this RFT process should promptly bring their concerns to the attention of the Council Representative or the probity adviser.

21. Miscellaneous

21.1 Tenderer bears costs

No reimbursement, payment or compensation will be made or given by Council to any Tenderer for any costs, losses or expenses, whether directly or indirectly incurred by that Tenderer:

- (a) in preparing its Tender; or
- (b) otherwise in connection with the RFT process,

and Tenderers will bear their own such cost, losses and expenses.

21.2 No solicitation

If the Tenderer or any person on its behalf makes any attempt to canvass, solicit or approach:

- (a) Council;
- (b) any councillor, employee, consultant or agent of Council (other than Council Representative pursuant to the process in clause 4.3),

in respect of any matter relating to or arising out of its Tender, the Tender may be rejected.

21.3 No collusion

- (a) The Tenderer must not engage in any consultation, communication, contract, arrangement or understanding with any competitor (including any other Tenderer) regarding:
 - (i) prices;
 - (ii) methods, factors or formulas used to calculate prices;
 - (iii) the intention or decision to submit or not to submit a Tender;
 - (iv) the quality, quantity, specifications or delivery particulars of the Product or Service to which the Tender relates; or
 - (v) the terms of its Tender or a competitor's offer.
- (b) If a Tenderer engages in conduct in breach of clause 21.3(a), Council may reject any Tender lodged by that Tenderer.

21.4 No implied terms

To the extent permitted by law, these RFT Conditions:

- (a) embody the entire understanding of the parties, and constitutes the entire terms agreed by the parties; and
 - (b) supersede any prior written or other agreement of the parties,
- with respect to the conduct of the RFT process.

21.5 Public announcements

A Tenderer must not make any public announcement or advertisement in relation to the RFT process without the prior written consent of Council.

21.6 Address for notices to Tenderer

Notices given to the Tenderer may be posted or emailed to the Tenderer's address for notices given in Response Annexure A, and such posting or transmission will be taken to be good service of notices.

21.7 Governing law and jurisdiction

- (a) These RFT Conditions and the Tenderer's agreement to be bound by them, are governed by and are to be construed according to the laws of Queensland.
- (b) Each Tenderer will irrevocably submit to the non-exclusive jurisdiction of the courts of Queensland (and the courts to which appeals from those courts may be made) with respect to matters arising under or in connection with these RFT Conditions and the Tenderer's agreement to be bound by them.
- (c) Each Tenderer irrevocably waives any objection it may now or in the future have to the venue of any proceedings in connection with these RFT Conditions and the Tenderer's agreement to be bound by them, and any claim it may now or in the future have that any such proceeding has been brought in an inconvenient forum, where that venue falls within clause 21.7(b).

Schedule 1 - RFT Particulars

RFT PARTICULARS		
Item No	Tender Particulars	
1	Tender No	
2	Last day for clarification requests (Clause 5.1(b))	
3	Closing Time (Clause 1.1)	Closing Time: Closing Date:
4	Council Representative (and contact details) (Clauses 1.1 and 4.3)	Name: Telephone: Tender Portal No:
5	Product or Service (Clause 1.1)	
6	Validity Period of Tender (Clauses 1.1 and 12)	
7	Briefing meeting (Clause 5.2)	[Not applicable; or specify time, date and location for briefing meeting.]
7	Visit to Council Site (Clause 5.3)	[Not applicable] OR [(a) insert date, time and location for visit; (b) insert amount Council is willing to pay for Tenderer costs associated with the site visit (if any).]
8	Council visit to Tenderer Site (Clause 5.4)	[Not applicable] OR [Required]
9	Probity Adviser (if appointed) (Clause 20)	[Not applicable] OR [Name: Telephone: Email:]

Schedule 2 - Requirements and Technical Specifications

Reference	Description of Requirement
	[Council to insert]

[Note: The References to these Requirements should trace through in:

- Schedule 3 - Evaluation Criteria;
- Response Annexure B - Requirements Questionnaire.]

FOR INFORMATION ONLY

Schedule 3 - Evaluation Criteria

[Council to insert]

FOR INFORMATION ONLY

Schedule 4 - Proposed Agreement

[Insert relevant template Agreement.]

FOR INFORMATION ONLY

Schedule 5 - Response Annexures

Response Annexure	Title	Required Details	Format
A	Tenderer's Profile	Details of the Tenderer, their experience and financial information	Executed copy of Response Annexure A.
B	Requirements Questionnaire	Tenderer's response to the Requirements and Technical Specifications	Executed copy of Response Annexure B.
C	Contract Particulars	A completed copy of the Schedules/Orders forming part of the Proposed Agreement and identified in Response Schedule C.	Completed copy of the Schedules/Orders forming part of the Proposed Agreement and identified in Response Annexure C.
D	Departures from Proposed Agreement	A list of any exception that the Tenderer has for the Proposed Agreement and the specific reasons for stated exceptions.	Executed copy of Response Annexure D.
E	Declaration	Declaration from Tenderer if an individual, or from a Director or CEO of the Tenderer if a company.	Executed copy of Response Annexure E.