



SOUTH BURNETT
REGIONAL COUNCIL

**S3.1 Minor Request for Tender No.
SBRC 2425_09**

Sale of Land

Lot 2 on SP344186 – Middle Road, Proston



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Minor Request for Tender No. SBRC 2425_09

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Position: Land Investigation Officer

Date: 25/10/2024

Revision history

Version No.	Date issued	Author
1	25/10/2024	Paul Turner

Part 1 - Background information

Background

Council is calling Tenders for the Sale of Land located at Middle Road, Proston, described as Lot 2 on SP344186.

This property is a vacant rectangular shaped allotment of about 1,619 square metres. The land is located in Proston approximately 550m north of the central business district.

This property is zoned Rural under the South Burnett Regional Council Planning Scheme V1.4.

The scope of the Contract of Sale is for the Successful Tenderer to purchase the Land from South Burnett Regional Council ("herein referred to as the "Principal") as specified in this Invitation to Tender.

Part 2 - Procurement Details

Procurement Process:	
Action	Date (and time if applicable)
Issue Request for Tender	29 October 2024
Tender Closing Date/Time	2.00pm 25 November 2024
Tender award	29 November 2024

Contact Officer	Name: Procurement Team Email: info@sbrc.qld.gov.au
Approved Communication Method	Email
Principal's representative for handling Tenderer complaints	Procurement Team

Part 3 - Conditions of Tendering

1. Definitions and Interpretation

1.1 Definitions

The Tenderer should note the following defined terms:

Term	Definition
Addendum or Addenda	means a notice (or notices) to Tenderers issued by or on behalf of the Principal in accordance with clause 4.2.
Approved Communication Method	means the communication method described in the Procurement Details.
Business Day	means a day that is not: (a) a public holiday, special holiday or bank holiday in South Burnett; (b) Saturday or Sunday; or (c) 27 to 31 December (inclusive).
Claim	includes any claim (whether known or unknown, actual or contingent, fixed or unascertained), demand, action, proceeding or suit, for: (a) the payment of money (including damages and Special Loss); (b) relief from liability or from the performance of any obligation; or (c) the enforcement or performance of any right, whether arising by way of indemnity, under contract, in equity, for restitution, under statute (to the maximum extent possible), in tort (including negligence) or otherwise.
Conditions of Tendering	means the conditions of tendering set out in this Part 3 of the Request for Tender.
Conforming Tender	means a Tender that: (a) contains all of the information required by, and is in the form required by, the Returnable Schedules, except for any inconsequential omissions and discrepancies that the Principal chooses to accept; (b) complies with the Tender Delivery Requirements; (c) does not exceed the Page Limit; and (d) does not contain any alternatives, qualifications, amendments to, or departures from, the Scope and Specification, Drawings or the Contract.
Contact Officer	means the person described as the contact officer in the Procurement Details.
Contract	means the contract under which any successful Tenderer is engaged by the Principal to carry out the Supply, an indicative copy of which is set out in Part 6, as amended (if at all) by the express written agreement of the Principal.
Drawings	means the drawings included or referred to in Part 9, if any.
Evaluation Criteria	means the evaluation criteria described in the Procurement Details.
Mandatory Criteria	means the mandatory criteria set out in the Procurement Details.
Non-Conforming Tender	means a Tender that is not a Conforming Tender.

Term	Definition
Page Limit	means the limit, if any, to the number of pages of a Conforming Tender, if every part of that Conforming Tender was printed in hard copy, as set out in the Procurement Details.
Personnel	means: <ul style="list-style-type: none"> (a) in respect of the Principal, its officers, councillors, employees, agents, representatives, contractors and professional advisors; and (b) in respect of the Tenderer, its officers, employees, agents, representatives, contractors and professional advisors.
Principal	means South Burnett Regional Council and includes where relevant any of its officers, agents or employees.
Procurement Details	means the information set out in Part 2 of this Request for Tender.
Procurement Process	means the procurement process for the Supply described in the Procurement Details.
Project	means the project described in the Procurement Details.
Returnable Schedules	means the returnable schedules set out in Part 4 of the Request for Tender.
Request for Tender or 'RFT'	means this request for tender, including all of its Parts, and all documents incorporated by reference in, or attached to, this request for tender.
Rules and Requirements	means the documents and information set out, or referenced, in Part 7 of this Request for Tender.
Schedule of Prices, Rates and Margin	means the Returnable Schedule by that name.
Scope and Specification	means the documents included or referenced in Part 5 of this RFT.
Site	means the site at which the Supply, or some of them, are to be performed.
Supply	means the goods, services and works, as applicable, that are being procured pursuant to this Request for Tender, as described in the Background and more particularly described in the Scope and Specification and the Drawings.
Information for Convenience	means: <ul style="list-style-type: none"> (a) the Information for Convenience and all other Tender Documents; and (b) any other information communicated (by any means) by or on behalf of the Principal to the Tenderer, whether before, during or after this RFT, that relates to the RFT, the Procurement Process, the Supply or the Contract, except the documents and information that are intended to constitute the Contract.
Insolvency Event	means any of the following events: <ul style="list-style-type: none"> (a) a party makes a statement, or conducts itself in a manner from which it may reasonably be deduced that the person is insolvent or a person stops or suspends payment of all or a class of its debts, or threatens to stop or suspend payment of all or a class of its debts; (b) a liquidator, receiver, receiver and manager, administrator, official manager or other controller (as defined in the <i>Corporations Act 2001</i> (Cth)), trustee or

Term	Definition
	controlling trustee or similar official is appointed over any of the property or undertaking of the party;
	(c) the party or the party's property or undertaking becomes subject to a personal insolvency arrangement under part X of the <i>Bankruptcy Act 1966</i> (Cth) or a debt agreement under part IX of the <i>Bankruptcy Act 1966</i> (Cth);
	(d) the party is unable to pay its debts when they fall due or is unable to pay its debts within the meaning of the <i>Corporations Act 2001</i> (Cth), or is presumed to be insolvent under the <i>Corporations Act 2001</i> (Cth);
	(e) the party ceases to carry on business; or
	(f) an application or order is made for the liquidation of the party or a resolution is passed or any steps are taken to liquidate or pass a resolution for the liquidation of the party, otherwise than for the purpose of an amalgamation or reconstruction,
	(g) or anything analogous to any of the above events.
Tender	means:
	(a) the tender, and all documents and information that it includes, irrespective of their format, submitted in response to this Request for Tender; and
	(b) if a Tenderer has submitted more than one tender, as described in paragraph (a) of this definition, then it may mean all such tenders submitted by the Tenderer, according to the context of the RFT.
Tender Closing Time	means the date and time set out in the Procurement Details as may be amended by the Principal.
Tender Delivery Location	means the location at which the Tenderer must submit its Tender, as set out in the Procurement Details.
Tender Delivery Requirements	means the requirements relating to the delivery of Tenders, set out in the Procurement Details.
Tender Documents	means:
	(a) this Request for Tender;
	(b) all Addenda; and
	(c) the documents incorporated by reference in, or attached to, the above documents.
Tender Form	means the document set out at Returnable Schedule 1.
Tenderer	means the person, company or other entity submitting a Tender.

2. Extent of Legal Relationship in Connection with Procurement Process

2.1 Formation and content of relationship

- (a) In consideration of the Tenderer agreeing to be bound by the terms and conditions of this RFT, the Principal agrees to permit the Tenderer to participate in the Procurement Process, subject to and in accordance with the terms of the RFT.
- (b) The Tenderer agrees that the Principal's obligations in clause 2.1(a) constitute valuable consideration for the Tenderer's agreement to be bound by the RFT.
- (c) The Principal's obligations to the Tenderer in relation to this RFT or the Procurement Process:
 - (i) are limited those expressly set out in the RFT; and

- (ii) exclude (to the maximum extent permitted by law) any obligations which may otherwise be implied or imposed on the Principal under contract, at law, in equity, by statute or otherwise.
- (d) The Principal may amend the RFT or any aspect of the RFT or Procurement Process, at any time by sending to the Tenderer an Addendum.

2.2 Duration of relationship

- (a) Subject to clause 2.2(b), this RFT applies to all acts and omissions by or on behalf of the Tenderer in relation to the Procurement Process before, on and after the date that it submitted its Tender.
- (b) Except for those provisions of this RFT that are stated to survive termination, or by implication survive termination, a Tenderer will be bound by this RFT until the earlier of the date that:
 - (i) the Principal terminates the Procurement Process, except that, subject to clauses 2.2(b)(ii), 2.2(b)(iii) and 2.2(b)(iv), this RFT will continue to apply to any other process that the Principal undertakes to engage a party to carry out some or all of the Supply, unless the Principal expressly agrees otherwise;
 - (ii) the Principal notifies the Tenderer that the Principal has ceased considering the Tenderer's Tender, or all of the Tenderer's Tenders if more than one Tender was submitted;
 - (iii) the Principal notifies the Tenderer, or publishes any notice to the public, that another Tenderer has been awarded the Contract; or
 - (iv) the Principal and the Tenderer enter into the Contract.

2.3 No other legal relationship

The Tenderer acknowledges that:

- (a) this Request for Tender does not constitute an offer by the Principal to enter into the Contract;
- (b) except as provided in clause 2.1 of this RFT:
 - (i) no contract exists or will come into force between the Principal and the Tenderer in respect of the Supply unless and until the Contract is formed in accordance with clause 9.1; and
 - (ii) neither the Principal nor the Tenderer intend to create any legal relationship; and
- (c) the RFT sets out the entire agreement between the Principal and the Tenderer in respect of the Procurement Process.

3. Principal's Limitations of Liability

3.1 Tenderer accepts all risks and participates at its own expense

Subject to clause 3.2, the Tenderer:

- (a) accepts all risk in relation to its and its Personnel's participation in any aspect of the Procurement Process, or other process derived from the Procurement Process; and
- (b) participates in the Procurement Process and any other process derived from the Procurement Process, and performs all obligations under the RFT, at its own risk and expense.

3.2 Limitation of liability

The maximum aggregate liability of the Principal to the Tenderer for any breach of the RFT, irrespective of how serious the breach or how important the term that is breached, is limited to \$10. This clause survives the expiry or termination (for any reason) of this RFT.

3.3 Information

The Tenderer agrees that:

- (a) the Principal and its Personnel do not warrant, guarantee or make any representation (express or implied), or assume any duty of care, or accept any liability, with respect to the

completeness, accuracy, adequacy, suitability or correctness of any Information for Convenience;

- (b) there may be other information relevant to the RFT, the Supply, the Procurement Process or the Contract in the knowledge or possession of the Principal or its Personnel that has not been provided to the Tenderer;
- (c) to the extent that the Principal is not the author or source of any Information for Convenience that has been provided to the Tenderer or its Personnel, the Principal is only the conduit of that Information for Convenience and does not adopt its contents; and
- (d) the Procurement Process and all Information for Convenience reflect the Principal's current intention only, and may change at any time, and any such change is at the Tenderer's risk, and the Tenderer represents and warrants that it has not relied, and will not rely, and will not allow its Personnel to rely, upon the Information for Convenience for any purpose.

3.4 Protection of Principal from claims by Tenderer or its Personnel

Except for the limited extent of liability under clause 3.2, and without limiting any other provision of the Conditions of Tendering, the Tenderer:

- (a) releases the Principal and its Personnel (**Released Persons**) from; and
- (b) indemnifies the Released Persons against,
any Claim of the Tenderer or its Personnel, in relation to:
 - (c) the Information for Convenience;
 - (d) the matters described in clause 3.3; or
 - (e) the acts, defaults or omissions of any of:
 - (i) the Released Persons (including the Principal taking Corrective Action as a result of the acts, defaults or omissions of any person, including third parties);
 - (ii) the Tenderer; or
 - (iii) the Tenderer's Personnel,
under or in relation to:
 - (iv) the RFT or the Information for Convenience;
 - (v) the Procurement Process or any other process derived from the Procurement Process; or
 - (vi) the matters described in clause 3.3,

and this clause 3.4 may be pleaded by the Released Persons as a bar to any proceedings commenced by the Tenderer against the Released Persons in relation to the things described in clauses 3.4(e)(iv) to 3.4(e)(v) (inclusive). This clause survives the expiry or termination (for any reason) of this RFT.

4. Tender Documents, Correspondence and Complaints Handling

4.1 Status of Tender Documents

- (a) The Tender Documents:
 - (i) at all times remain the property of the Principal; and
 - (ii) should be read and construed together, and are intended to be mutually explanatory of each other.
- (b) As between the Principal and the Tenderer, all Intellectual Property Rights in the Information for Convenience are the property of the Principal.

4.2 Contact Officer and method for correspondence

Except to the extent that the Tender Documents expressly allows to the contrary, or the Contact Officer expressly permits otherwise, all correspondence and notices between the Principal and the Tenderer relating to the Information for Convenience, the Procurement Process or the RFT are to be communicated:

- (a) via the Contact Officer; and
- (b) in accordance with the Approved Communication Method.

4.3 Treatment of Tenderer's correspondence

Any correspondence submitted by a Tenderer to the Contact Officer is submitted on the basis that the Principal may circulate it, and the Principal's response, to all Tenderers in the form of an Addendum, provided that the identity of the Tenderer is not communicated. The Principal reserves the right to not respond to any correspondence it receives from a Tenderer.

4.4 Tenderer's complaints

If the Tenderer has any complaint regarding any aspect of the conduct of the Procurement Process, it should promptly notify the Principal's representative identified in the Procurement Details in writing of the reason for the complaint, its desired resolution, and any other information reasonably requested of it, in sufficient detail to enable that person to investigate the complaint.

5. Site Inspections and Tender Briefings

5.1 Site inspection

- (a) This clause 5.1 only applies if the Procurement Details indicate that a Site inspection is to be held.
- (b) An inspection of those parts of the Site where the Supply are to be undertaken will be held at the time and date specified in the Procurement Details.
- (c) Any Tenderer wishing to attend the inspection must provide details of the name, address and position of persons attending and notify those details to the Contact Officer by no later than the time specified in the Procurement Details.
- (d) No more than the number of persons specified in the Procurement Details may attend the inspection from any Tenderer.
- (e) If the Tenderer fails to attend the Site inspection without a valid excuse (as judged by the Principal), the Tenderer's Tender may be rejected.
- (f) The Tenderer's licence to access the Site at that inspection is conditional on:
 - (i) the Tenderer complying with all rules regarding access to the Site that are notified to it by the Principal;
 - (ii) the Tenderer ensuring its Personnel comply with all lawful and reasonable directions given by the Principal's representative while on the Site, and complying with all relevant laws, regulations, by laws, and the like;
 - (iii) the Tenderer holding workers' compensation insurance in accordance with relevant law, and third party comprehensive motor vehicle insurance in respect to any vehicles of the Tenderer brought on to Site; and
 - (iv) the Tenderer indemnifying the Principal against any claims for personal injury, death or loss of or damage to property, made by the Tenderer or its Personnel, except to the extent directly caused by the negligence of the Principal.

5.2 Tender briefing

- (a) If the Procurement Details so indicate, the Principal will hold a Tender briefing at the place and time set out in the Procurement Details. The Principal may refuse to convey any of the information provided at the Tender briefing to the Tenderer if it fails to attend.
- (b) The Tenderer's failure to attend the Tender briefing does not relieve it of any of its obligations under the RFT.

6. Tender Requirements

6.1 Lodging Tenders

The Tenderer is requested to lodge its Tender:

- (a) at the Tender Delivery Location;
- (b) in accordance with the Tender Delivery Requirements; and

(c) by the Tender Closing Time.

6.2 Lateness

The Principal may reject, or admit for consideration, any Tender that is not received at the Tender Delivery Location by the Tender Closing Time. The Principal may consider any reasons given by the Tenderer in deciding whether to reject or admit the Tender.

6.3 Signing Tender

If the Tenderer:

- (a) is a corporation, it is requested to have its Tender Form, and each Returnable Schedule, signed by person or persons who have authority to enter into contracts on its behalf; and
- (b) is comprised of more than one person, a representative of each person, with the authority described in clause 6.3(a), is requested to sign the Tender Form and Returnable Schedules.

6.4 Pricing

All prices, rates and margin in the Tender Price and in the Schedule of Prices, Rates and Margin should be inclusive of GST.

6.5 Tender Validity Period

- (a) Subject to clause 6.5(b), the Tenderer is requested to keep their Tender open for acceptance at all times during the Tender Validity Period.
- (b) The Principal may at any time, by notice to the Tenderer, request an extension to the Tender Validity Period. If the Tenderer does not agree to the extension as requested, the Principal may reject the Tenderer's Tender.

6.6 Ownership of Tender

- (a) All Tenders become the property of the Principal and will not be returned to the Tenderer.
- (b) The Tenderer should note that the Principal may make copies of Tenders for the purposes of evaluating them and for its general governance requirements, and the Principal does not intend to return any copies to the Tenderer.

6.7 Tenderer acknowledges Principal's reliance

The Principal may rely on all of the information contained, and all of the representations made, in the Tender and any subsequent clarifications, whether written, verbal or both, of that Tender for the purposes of evaluating a Tender against Tenders received from other Tenderers and ultimately deciding whether, and if so with whom, to enter into the Contract.

6.8 Conforming Tenders and Non-Conforming Tenders

- (a) If the Tenderer submits a Conforming Tender, it will be deemed to have made an unconditional offer to enter into the Contract, that may be accepted by the Principal in accordance with clause 9.1.
- (b) The Principal may:
 - (i) refuse to consider a Non-Conforming Tender; or
 - (ii) commence to consider it, and to do all of the things described in clause 6.8, but subsequently cease to consider it.

7. Principal's Handling and Assessment Of Tender

7.1 Opening of Tenders

Tenders will neither be opened in public, nor in the presence of the Tenderer.

7.2 No representation

Any letter or other form of written or oral acknowledgment by the Principal of receipt of the Tender does not imply that the Tender has been admitted for consideration or accepted as a Conforming Tender.

7.3 Principal's due diligence enquiries

The Principal may itself or through its Personnel:

- (a) perform security, probity, financial and other due diligence enquiries of the Tenderer's Tender, the Tenderer, and any third parties that the Tenderer proposes to engage to carry out any of the Supply; and
- (b) without limiting clause 7.3(a), contact Tenderer referees and conduct discussions with, and visits to, customers of a Tenderer and subcontractors (whether or not listed as referees in the Tenderer's Tender),

and the Tenderer is requested to provide reasonable assistance, and to have its Personnel do likewise, in regards to all such enquiries, discussions and visits.

7.4 Negotiations

- (a) The Principal may engage in detailed discussions and negotiations with the goal of maximising the benefits of a Tender. As part of this process, the Tenderer may be asked to improve the content of its Tender, including the technical, financial, corporate or legal risk allocation.
- (b) Notwithstanding the possibility of negotiations, the Principal's preference is to select a Tenderer on the basis of Tenders submitted (assuming that they sufficiently meet the Principal's requirements) rather than on the basis of negotiations. Accordingly, the Tenderer is encouraged to submit its most attractive offer in its Tender and to not assume that there will be any further negotiations with the Principal.

7.5 Mandatory Criteria

Subject to the Principal's other rights under the RFT, the Tender will:

- (a) first be assessed against the Mandatory Criteria (if any); and
- (b) if the Tender satisfies the Mandatory Criteria, then it will be evaluated according to the Evaluation Criteria in accordance with clause 7.6.

7.6 Evaluation Process

- (a) If the Principal accepts a Tender, it will accept the Tender that is most advantageous to it, having regard to the sound contracting principles in s.104 *Local Government Act 2009* (Qld).
- (b) Subject to clause 7.5 and the Principal's other rights under the RFT, the Principal will evaluate the Tender against the Evaluation Criteria, and in accordance with this clause 7.
- (c) In evaluating the Tender, the Principal may ignore any aspect of a Tender that it considers to be ambiguous, uncertain, vague or illegible, without requesting the Tenderer to clarify that aspect of the Tender.
- (d) In evaluating the Tender, the Principal may consider, among other things:
 - (i) information contained in the Tender;
 - (ii) its conclusions from its due diligence enquiries;
 - (iii) anything known to the Principal or its Personnel regarding either the Tenderer or those of its Personnel that it proposes to use in the performance of the Supply, whether that information has been communicated by the Tenderer or not, and irrespective of whether the Tenderer is aware that the Principal is taking into account that information;
 - (iv) any relevant laws, regulations, by laws, Codes, industry standards and the like; and
 - (v) the outcome of any negotiations with the Tenderer.
- (e) The Principal may seek information or assistance from third parties or other persons if the Principal considers it necessary or desirable to do so to assist it to evaluate any aspect of a Tender or a Tenderer's organisation.
- (f) The Tenderer may have its Tender excluded from further consideration if it or its Personnel fail to provide all cooperation requested of them.

7.7 Principal's discretions as to Tender evaluations

- (a) The Principal is under no obligation to:
 - (i) accept the cheapest, or any, Tender; or

- (ii) accept any amendment or clarification to a Tender.
- (b) The Principal may, in its evaluation and assessment of Tenders:
 - (i) apply such criteria and weightings as it sees fit; or
 - (ii) if the Principal considers any Tender to be ambiguous, incorrect or incomplete:
 - (A) consider, or refuse to consider, the Tender;
 - (B) request further information from the Tenderer; or
 - (C) request the Tenderer to amend its Tender.
- (c) Without limiting the Principal's rights or discretions the Principal may accept or reject:
 - (i) a late Tender, Alternative Tender or Non-Conforming Tender;
 - (ii) a Tender that does not satisfy the Mandatory Criteria, or that achieves an inadequate score against the Evaluation Criteria; or
 - (iii) a Tender submitted by a Tenderer that has breached this RFT.

8. Principal's General Discretions

8.1 Principal may act in its sole and unfettered discretion

Any right, discretion, power, assessment, determination or decision that the Principal has under the RFT may be exercised or made:

- (a) in its sole and unfettered discretion;
- (b) conditionally or unconditionally;
- (c) without being required to give reasons; and
- (d) without the need to act reasonably, or to act for the benefit of the Tenderer.

8.2 Principal may terminate Procurement Process for its convenience

Without limiting the Principal's rights or discretions the Principal may:

- (a) either by Addendum, or by public notice, immediately terminate the Procurement Process at any time before entering into a Contract; and
- (b) either:
 - (i) commence a new procurement process for the Supply after terminating this Procurement Process under this clause; or
 - (ii) subsequently carry out all or any part of the Supply in a manner that the Principal sees fit, either itself or by engaging another to do so,

and the Tenderer will have no entitlement to Claim in connection with either of those actions.

8.3 Principal's discretions

Without limiting its rights or discretions under the RFT or otherwise at law, the Principal may at any time do any of the following:

- (a) before the Tender Closing Time, issue to all Tenderers any addendum to the RFT (including in response to an RFT);
- (b) cancel the Procurement Process by notice in writing to the Tenderers;
- (c) carry out any other procurement process for the Supply;
- (d) if a Tenderer suffers an Insolvency Event, do any one or more of cease considering the Tenderer's participation in the Procurement Process, cease considering that Tenderer's Tender, or suspend or terminate the Procurement Process;
- (e) accept portions of the Tender, and of any other Tender;
- (f) carry out any part of the Supply itself;
- (g) have any other persons carry out some or all of the Supply, whether or not they were invited to, or did, submit a Tender;
- (h) by notice invite one or more Tenderers to:

- (i) change their Tender to take account of a change in the Tender Documents or the Procurement Process; or
- (ii) submit an Alternative Tender of a similar kind to another Tenderer's Alternative Tender;
- (i) pre-qualify, shortlist or proceed to negotiate with one or more Tenderers or other persons, or enter into discussions with one or more Tenderers or other persons, in respect of the Supply, and without any obligation to notify other Tenderers that it is so proceeding;
- (j) cease negotiations or discussions with any Tenderer at any time;
- (k) by notice, change any of the Tender Documents, Procurement Process, the Supply or any other aspect of the RFT in any way;
- (l) provide additional information to any or all Tenderers;
- (m) by notice, suspend the Procurement Process for a reasonable period;
- (n) refuse to consider or accept any Tender or to shortlist any Tender received, if the Tenderer has failed to comply with the RFT or the Procurement Process;
- (o) seek additional tenders from (on the same or different terms), or re-tender the Supply with, all or any of the Tenderers who have submitted a tender, or any other person (whether or not they were invited to submit or did submit a Tender);
- (p) require changes to the RFT, including the Supply, before proceeding to engage any person in connection with the Supply; and
- (q) before the end of the Procurement Process:
 - (i) invite any other person to participate as a Tenderer in the Procurement Process; or
 - (ii) accept a substitution of, withdrawal of, or addition to any of the entities comprising a Tenderer, with the approved entities together comprising the Tenderer for the purpose of this RFT.

8.4 Principal's statutory rights and duties

Despite anything in this RFT to the contrary:

- (a) the Principal is not obliged to exercise any executive or statutory right or duty, or to influence, over-ride, interfere with or direct any other Government Agency in the proper exercise and performance of any of its executive or statutory rights or duties;
- (b) nothing in this RFT has the effect of constraining the Principal or placing any fetter on the Principal's discretion to exercise or not to exercise any of its executive or statutory rights or duties; and
- (c) the Tenderer will not be entitled to make any Claim against the Principal relating to any exercise or failure of the Principal to exercise its executive or statutory rights or duties.

9. Principal's Acceptance of Tender and Entry Into Contract

9.1 Method and effect of acceptance

- (a) A Tender is accepted by the Principal only when the Principal or its Contact Officer notifies the Tenderer in writing that its Tender has been accepted. Notification that the Tender has been accepted does not authorise the Tenderer to commence carrying out the Supply.
- (b) Subject to clause 9.1(c), no contract for the performance of the Supply will come into force between the Principal and the Tenderer unless and until the Principal and the Tenderer execute the Contract.
- (c) The successful Tenderer must execute the Contract in duplicate and return the original duplicate signed contract to the Principal within 10 Business Days of being requested in writing to do so (or any lesser period set out in the notice), and if it fails to do so within that time, it will be deemed to have executed the Contract.

9.2 Tender debriefings

The Principal may, if requested, give feedback to Tenderers whose Tenders have been considered by the Principal.

10. Right to Information and other disclosures

10.1 Right to information

- (a) The *Right to Information Act 2009* (Qld) (*RTI Act*) provides members of the public with a legally enforceable right to access documents held by Queensland Government agencies (including local governments).
- (b) Information given by the Tenderer is potentially subject to disclosure to third parties under the *RTI Act*.
- (c) The Principal reserves the right to disclose, by publication by means of media of its choosing upon award of any contract details of the name and address of the contractor, a description of the relevant goods and services, the commencement date of the Contract, the contract price or value, the method of procurement, and in limited circumstances, the contract itself or a summary of information in regards to the contract.

10.2 Disclosure under Local Government Act

If s.237 *Local Government Regulation 2012* (Qld) applies to the Contract, the Principal will be required to disclose the information required by that section concerning the Contract.

11. ~~Building Code 2016~~

11.1 ~~Application of Building Code~~

- (a) ~~This clause 11 applies only if the Procurement Details state that the *Code for the Tendering and Performance of Building Work 2016* (*Building Code*) is to apply.~~
- (b) ~~The Tenderer's attention is drawn to the *Building Code* and the Supporting Guidelines to Commonwealth Funding Entities (**Supporting Guidelines**). Copies of the *Building Code* and Supporting Guidelines are available at www.jobs.gov.au/abcc-and-building-code.~~

11.2 ~~Compliance with Building Code~~

- (a) ~~By submitting a Tender, the Tenderer is deemed to have:~~
 - (i) ~~read the *Building Code*; and~~
 - (ii) ~~agreed to comply with the *Building Code*.~~
- (b) ~~Notwithstanding any other provisions of the Tender Documents, the Tenderer hereby consents to the disclosure of information concerning compliance with the *Building Code*, including details of whether or not a sanction (see Section 8.2 of the Supporting Guidelines) has been imposed. This consent extends to disclosure by the Commonwealth, its agencies and ministers, and disclosure to others for the purposes of facilitating compliance with the *Building Code* and the exercise of their statutory and portfolio responsibilities. The Tenderer must ensure that its proposed workforce are also aware of, and agree to comply with, these rights of use and disclosure.~~
- (c) ~~The Tenderer should be aware that the *Building Code* applies to:~~
 - (i) ~~the Project; and~~
 - (ii) ~~all construction and building work undertaken by the Tenderer and its related entities (see section 8 *Building Code*) thereafter as defined in the *Building Code*, including work on all new privately funded construction projects in Australia.~~
- (d) ~~The Tenderer must comply with the *Building Code*, and it agrees that compliance with the *Building Code* is a condition of participation in this Procurement Process.~~
- (e) ~~Consistent with section 4.2.2 of the Supporting Guidelines, the Principal will not enter into a contract with a Tenderer if the Tenderer:~~
 - (i) ~~has had an adverse Court or Tribunal decision (not including decisions under appeal) for a breach of workplace relations law, work health and safety law, or workers' compensation law; and~~

- ~~(ii) has not fully complied, or is not fully complying, with the order.~~
- ~~(f) At the time of submitting its Tender, the Tenderer must not be precluded from tendering for Australian Government funded building and construction work.~~
- ~~(g) As part of their Tender, Tenderers must submit a signed Declaration of Compliance as set out in Returnable Schedule 14.~~
- ~~(h) While acknowledging that value for money is the core principle underpinning decisions on Government procurement, Tenderers should note that when assessing Tenders, preference may be given to Tenders that demonstrate a commitment to:
 - ~~(i) adding and retaining trainees and apprentices;~~
 - ~~(ii) increasing the participation of women in all aspects of the industry; or~~
 - ~~(iii) promoting employment and training opportunities for Indigenous Australians in regions where significant indigenous populations exist.~~~~
- ~~(i) The Tenderer must indicate in its Tender:
 - ~~(i) whether the Tenderer or a related entity of the Tenderer has ever been subject to a sanction imposed under the *Building Code* and Supporting Guidelines;~~
 - ~~(ii) whether the Tenderer has had an adverse Court or Tribunal decision (not including decisions under appeal) for a breach of workplace relations law, work health and safety law, or workers' compensation law and the Tenderer has not fully complied, or is not fully complying, with the order;~~
 - ~~(iii) how the Tenderer intends to comply with the *Building Code* in performing the Contract, should it be the successful Tenderer; and~~
 - ~~(iv) if the Tenderer proposes to subcontract any of the Supply, how the Tenderer intends to ensure each subcontractor complies with the *Building Code*.~~~~

Part 4 - Returnable Schedules

Returnable Schedule 1

Tender Form

[TO BE PLACED ON TENDERER LETTERHEAD]

TENDER FORM FOR TENDER NO: SBRC 2425_09

A. Tenderer details

If Tenderer is a partnership or an individual, complete these details:

If an individual, full name:	
If a partnership, full names of each member of partnership:	
ABN:	
Business address:	
Contact person:	Name: Telephone number: Email: Facsimile:

If Tenderer is incorporated, complete these details:

Complete company name (i.e. include whether 'Limited' or 'Proprietary Limited'):	
Is company a trustee?	Yes/No
If company is a trustee, full name of trust is:	
ACN:	
ABN:	
Names of all company directors:	
Names of all company secretaries:	
Name of ultimate parent company:	
Names of all shareholders:	
Address of registered office:	
Address of principal place of business:	

Address of business nearest to Kingaroy:	
Contact person:	Name: Telephone number: Email: Facsimile:

B. Tenderer's declarations and warranties

The signatory below makes the following declarations for and on behalf of the Tenderer to South Burnett Regional Council:

1. The Tenderer has examined all of the Tender Documents, including, without limitation, the following Addenda issued during the Procurement Process:
 - (a) Addendum no. [INSERT];
 - (b) Addendum no. [INSERT];
 - (c) [etc.]

Initialed on behalf of Tenderer: _____

2. The Tenderer offers to carry out and supply the goods, services and works in accordance with the Tender Documents and its Tender, for the sum of:

Tender Price in numbers: AUD\$ [INSERT] (GST inclusive)

Tender Price in words: [INSERT] Australian dollars (GST inclusive) (**Tender Price**).

Initialed on behalf of Tenderer: _____

3. The Tenderer warrants:
 - (a) that its Tender is a genuine attempt for the award of the Contract;
 - (b) that all of the contents of its Tender are accurate;
 - (c) that the Tenderer has read, understood and complied with its obligations under the Tender Documents;
 - (d) that it has understood clause 3.3 of the Conditions of Tendering, communicated that clause to its Personnel, and that the Tenderer and its Personnel have taken all appropriate precautions with regards to all Tender Documents, in particular with regards to any Information for Convenience, when preparing the Tender and determining the Tender Price;
 - (e) that it has sufficient financial resources to carry out and supply the goods, services and works in accordance with the Tender Documents;
 - (f) that it has sufficient financial resources to fulfil all warranty and defect rectification obligations under the Contract, subject to any modifications to those obligations that are expressly set out in its Statement of Departures;
 - (g) that it is not subject to any current or impending legal action of any kind which could impact on the financial viability of the Tenderer or its ability to carry out and supply the goods, services and works in accordance with the Tender Documents; and
 - (h) that it has, or that it will have before entering into the Contract, all insurance cover required by the Tender Documents, except to the extent that its Tender expressly states that it both does not have, and does not intend to procure, any given insurance cover.

Initialed on behalf of Tenderer: _____

Signature: _____ Name: _____

Date: _____ Position: _____

Who warrants that s/he is duly authorised to sign for, and enter into contracts on behalf of, the Tenderer.

Annexure to Tender for Tender no. SBRC 2425_09

The Tenderer acknowledges that the Returnable Schedules and additional information identified below are mandatory for its Tender to be Conforming. The Tenderer has included with this Tender Form the following of those documents:

Name of Returnable Schedule / document that is required to be provided	Tenderer has included?
Returnable Schedule 1	Yes / No
Returnable Schedule 2	Yes / No

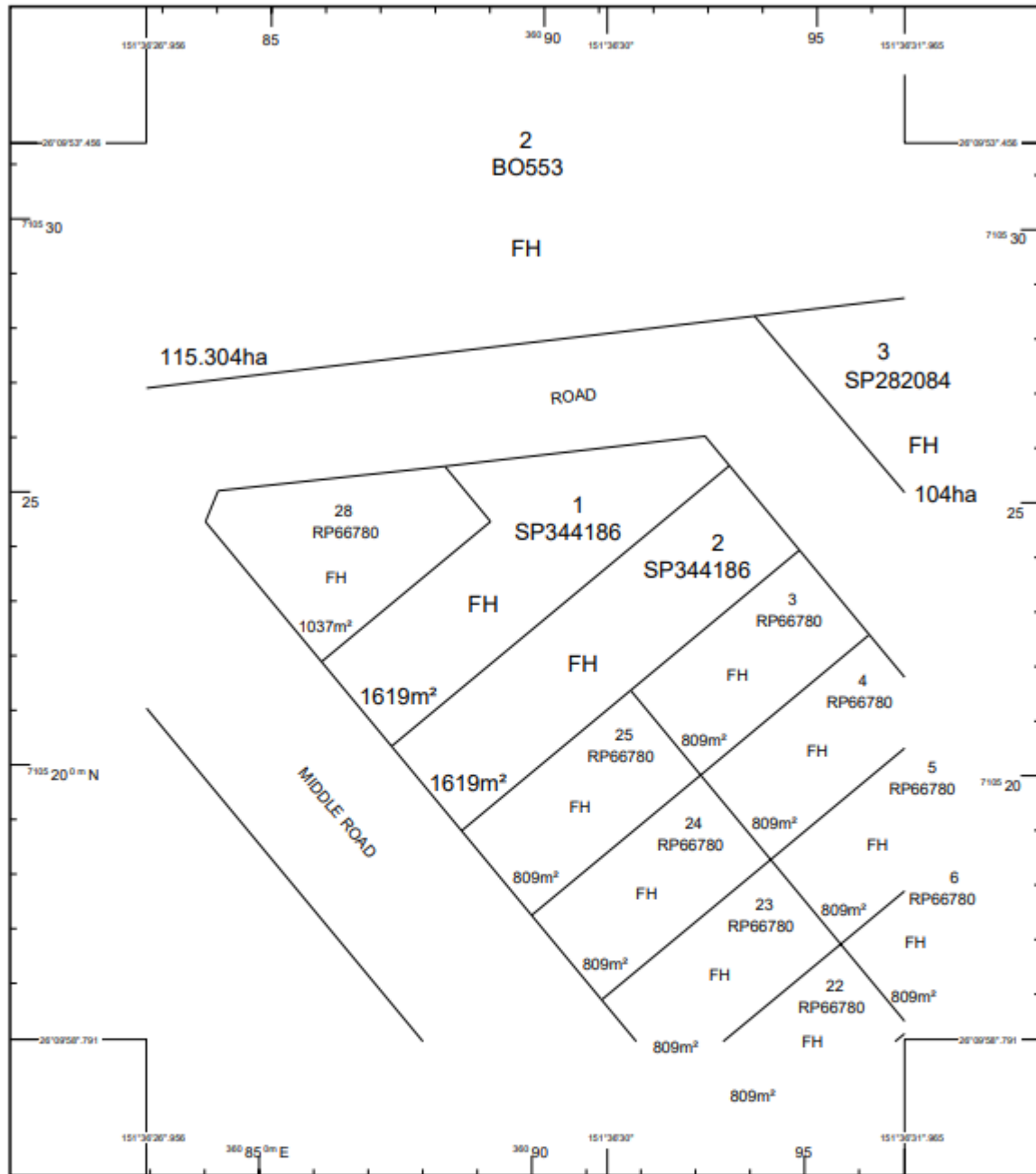
Signature: _____ Name: _____

Date: _____ Position: _____

Who warrants that s/he is duly authorised to sign for, and enter into contracts on behalf of, the Tenderer.

Returnable Schedule 2

Maps



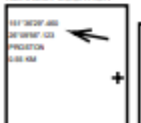
STANDARD MAP NUMBER
9245-43124



SmartMap

An External Product of
SmartMap Information Services
Based upon an extraction from the
Digital Cadastral Data Base

MAP WINDOW POSITION &
NEAREST LOCATION



SUBJECT PARCEL DESCRIPTION

DCDB	1/SP344186
Lot/Plan	1619m²
Area/Volume	FRESHOLD
Tenure	SOUTH BURNETT REGIONAL
Local Government	PROSTON
Locality	47179/160
Segment/Parcel	

CLIENT SERVICE STANDARDS

PRINTED 25/10/2024
DCDB 24/10/2024

Users of the information recorded in this document (the Information) accept all responsibility and risk associated with the use of the Information and should seek independent professional advice in relation to dealings with property.

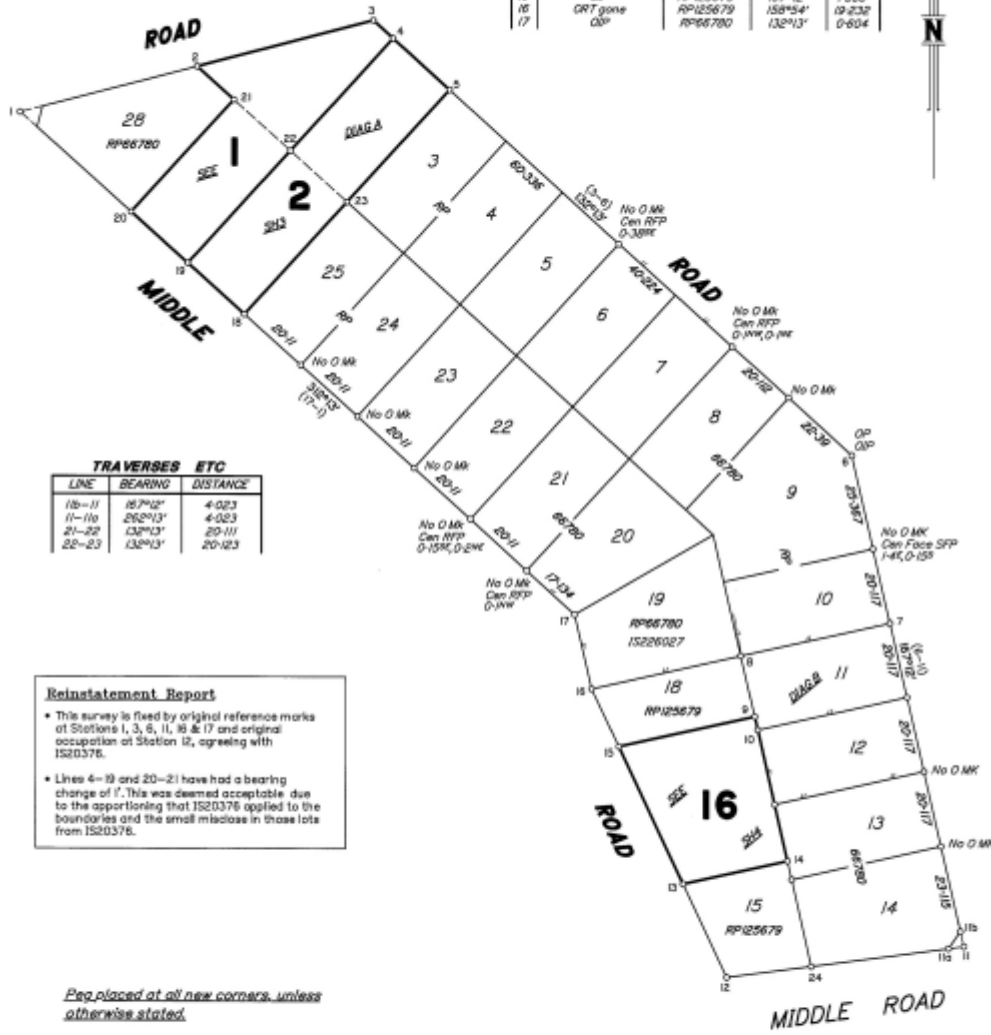
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For further information on SmartMap products visit:
<http://www.qld.gov.au/housing/buying-owning-home/property-land-valuation/smartmap>



Queensland
Government
(c) The State of Queensland,
(Department of Resources) 2024.

SW	TO	ORIGIN	BEARING	DIST
1	OP	RP66780	at Station	
3	OP	RP66780	312°13'	0-604
6	OP	RP66780	59°43'	0-604
11	OP	RP66780	at Station	
12	OP (New Ref)	RP125679	152°23'	1-05
12	GRT gone	RP125679	38°31'	8-972
16	OP	RP125679	167°12'	1-006
16	GRT gone	RP125679	158°54'	0-232
17	OP	RP66780	132°13'	0-604

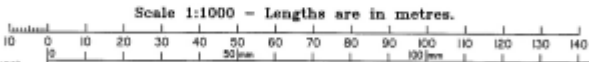


LINE	BEARING	DISTANCE
1b-11	167°12'	4-023
11-11a	262°13'	4-023
21-22	132°13'	20-111
22-23	132°13'	20-123

Reinstatement Report

- This survey is fixed by original reference marks at Stations 1, 3, 6, 11, 16 & 17 and original occupation at Station 12, agreeing with 1520376.
- Lines 4-19 and 20-21 have had a bearing change of 1". This was deemed acceptable due to the apportioning that 1520376 applied to the boundaries and the small mistakes in those lots from 1520376.

Pegs placed at all new corners, unless otherwise stated.



SOUTH BURNETT SURVEYS PTY LTD (ABN 26 010 622 188) hereby certify that the land comprised in this plan was surveyed by the corporation, by Miles David HUTH, Surveying Associate, for whose work the corporation accepts responsibility, under the supervision of Alan Grant LEDGER, Cadastral Surveyor and that the plan is accurate, that the said survey was performed in accordance with the Survey and Mapping Infrastructure Act 2003 and Surveyors Act 2003 and associated Regulations and Standards and that the said survey was completed on 25/06/2023.

Director Date 30/10/2023

Plan of Lots 1, 2 & 16
Cancelling Lots 1, 2, 26 & 27 on RP66780 & Lots 16 & 17 on RP125679

LOCAL GOVERNMENT: SOUTH BURNETT REGIONAL COUNCIL LOCALITY: PROSTON
Meridian: 1520376

Scale: 1:1000
Format: STANDARD

SP344186

Signature: _____ Name: _____

Date: _____ Position: _____

Who warrants that s/he is duly authorised to sign for, and enter into contracts on behalf of, the Tenderer.

