



**Bulloo
Shire**

REQUEST FOR TENDER

T2026-2027-101

Explorers Caravan Park 3 Year Management Agreement

Request for Tender

Closing Date: 2:00pm on Thursday, 5th November 2026
Australian Eastern Standard Time

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GENERAL INFORMATION

PART 1: INTERPRETATION OF PROVISIONS

1.1 General Provision

Unless the context otherwise requires; or a contrary intention appears, this Request for Tender is to be interpreted by reference to the subsequent provisions of this Part 1.

1.2 Definitions

Each of the following expressions bears the meaning shown opposite:

Annexure	A numbered annexure to this Request for Tender.
Business Day	A day, other than a Saturday, Sunday or public holiday, upon which banks are open for business in the locality to which a notice pursuant to this Request for Tender is to be sent.
Clause	A clause, sub-clause or paragraph of this Request for Tender.
Closing Time	2:00pm on Thursday, 5 th November 2026, Australian Eastern Standard Time, Queensland.
Commencement Date	Has the meaning given in the Management Agreement.
Completed Management Agreement	The Draft Management Agreement completed by insertion of the details listed in Clause 7.7.
Conditions	The conditions contained in this Request for Tender, governing the tender process for entry into the Contract.
Confidential Information	Any technical, commercial or other information, ideas, concepts, know-how, data, drawings, specifications or designs of any kind: (1) owned by Council and supplied or made available by Council to the Tenderer; or (2) created by the Tenderer, from the Council-owned material supplied or made available to it, for the purpose of submitting the Tender.
Contract	(1) the formal agreement between Council and the Tenderer for the management of the Premises on the terms of: - (a) <i>the Completed Management Agreement; and</i> (b) <i>the information submitted by the Tenderer in and with the Tender.</i>
Council	Bulloo Shire Council.
Councillor	An elected member of Council serving at any relevant time.
Draft Management Agreement	The form of T2026-2027-101 Draft Management Agreement
Frequently Asked Questions	The form of T2026-2027-101 Frequently Asked Questions

Request for Tender	This Request for Tender document (incorporating the conditions governing the submission of Tenders).
Request for Tender	See Request for Tender.
Liaison Officer	Either: (1) the person from time to time nominated by Council to liaise on Council's behalf with interested parties in relation to the Tender; or (2) if nobody is nominated, Council's Chief Executive Officer.
Local Government Act	<i>Local Government Act 2009.</i>
Part	A numbered part or division of this Request for Tender, other than an Annexure, containing 1 or more Clauses.
Permits	Statutory licences, permits, authorizations, exemptions, and registrations.
Premises	The Caravan Park situated at 88 Dowling Street, Thargomindah, which is situated upon the land described as Lots 101-110 on Plan T1911.
Relevant Person	The Tenderer and each person engaged upon the preparation of a Tender on behalf of the Tenderer.
RTI Act	<i>Right to Information Act (2009) (Qld)</i>
Specification	The combination of: (1) this Request for Tender; and (2) the Management Agreement; and (3) the Tender Form.
Tender	A tender lodged in response to this Request for Tender.
Tender Form	The tender form comprising T2026-2027-101 Tender Form.
Tenderer	Any person lodging a Tender.

1.3 Grammatical Similarities

Where a word or phrase is specifically defined, other parts of speech and grammatical forms of that word or phrase bear meanings corresponding and consistent with that definition.

1.4 Miscellaneous References

Reference to:

- (1) the singular includes the plural, and vice versa;
- (2) a gender includes each other gender;
- (3) a person includes a corporation, and vice versa;
- (4) money is a reference to Australian dollars and cents;
- (5) a time of day is a reference to Australian eastern standard time; and

1.5 Headings

The index, headings and footnotes:

- (1) exist for convenience only; and
- (2) are to be disregarded in the interpretation of this Request for Tender.

1.6 Specification

- (1) the Tenderer must read the documents comprising the Specification as though they were components of a single document, so that as far as possible all provisions of those documents are interpreted consistently with one another.
- (2) where the documents are inconsistent, they are to be read and interpreted in the order of priority specified in the definition of "Specification" in Clause 1.2.

1.7 Warranty of Authority

Each person signing the Tender:

- (1) as an officer, attorney or trustee; or
- (2) in any other representative capacity,

assures Council that he/she possesses unrestricted authority to sign the document in that capacity at the time of signing and at the time the Tender is submitted.

1.8 Severance

If:

- (1) any provision of this Request for Tender or the Contract is void, voidable, illegal or unenforceable; or
- (2) the Contract would be void, voidable, illegal or unenforceable unless a particular provision were deleted from it or from this Request for Tender,

that provision will be deemed deleted, and the deletion will not affect the continued validity and efficacy of the remainder.

1.9 Governing Law

The laws of Queensland govern this Tender and will govern the Contract.

PART 2: REQUEST FOR TENDER

2.1 *Tender*

The Request for Tender is not an offer. Council invites tenders for the management of the Premises upon the following terms:

- (1) the Completed Management Agreement will commence on the Commencement Date;
- (2) the term of the Completed Management Agreement will be 3 years; and
- (3) the Premises are operated as a caravan park.

PART 3: THRESHOLD ISSUES

3.1 *Tenderer's Warranties*

Before submitting its Tender, each Tenderer must:

- (1) read carefully and consider the Specification and any other information made available by Council concerning the Contract and the process of tendering for the Contract; and
- (2) read and consider all information relevant to the risks, contingencies and other circumstances relevant to the Tender; and
- (3) examine all physical characteristics of the Premises, and in particular: -
 - (a) *the state of repair of the Premises;*
 - (b) *the catchment area of the Premises; and*
 - (c) *any other premises located in the vicinity of the Premises which provide or are capable of providing services in the nature of the Permitted Use specified in the Draft Management Agreement; and*
- (4) inform itself of the personnel, equipment, licenses and registrations and other items necessary, suitable or desirable to enable it to discharge its obligations under the Completed Management Agreement.
- (5) not rely upon information provided by or on behalf of Council; and
- (6) independently verify information provided by or on behalf of Council, and satisfy itself that the information is adequate and accurate; and
- (7) satisfy itself that:
 - (a) *the information in its Tender is accurate; and*
 - (b) *the Tender complies in all respects with the requirements of the Specification (particularly this Request for Tender).*

3.2 *Additional Information*

The Tenderer acknowledges that:

- (1) it is responsible for obtaining all information it considers necessary to enable it to submit the Tender; and
- (2) Council will bear no responsibility to the Tenderer for having provided insufficient information.

3.3 *Liaison with Council*

- (1) the Tenderer must pursue with the Liaison Officer whatever enquiries or dialogue the Tenderer wishes to pursue with Council concerning the Tender.

- (2) the Tenderer must not direct enquiries to, or seek to discuss the Tender process with, a Councillor or a Council officer other than the Liaison Officer.

3.4 Inspection of Premises

Without limiting the effect of Clause 3.2, the Tenderer may inspect the Premises only once and at the time nominated by the Liaison Officer;

3.5 Prohibited Approaches

The Tenderer must not approach, or otherwise seek to influence, about the Tender:

- (1) a Councillor; or
- (2) a Council employee other than the Liaison Officer,

and Council may reject a Tender submitted by a person who infringes this condition, without prejudice to any other entitlement accruing to Council because of the infringement.

3.6 Amendment of Management Agreement

The Tenderer may request an amendment to the Draft Management Agreement, and if Council agrees to the Tenderer's request: -

- (1) the Tender submitted by the Tenderer will be deemed submitted on the basis of the amended Draft Management Agreement; and
- (2) the Tender will be, and will be treated as, a Tender conforming with this Request for Tender.

3.7 Evidence of Amendment

No amendment under Clause 3.6 will be effectual unless: -

- (1) the agreement to amend is evidenced in writing; and
- (2) written notice of Council's agreement has been given to the Tenderer or its solicitors.

3.8 Tenderer Reliance

- (1) The Tenderer acknowledges that the Tender is submitted:
 - (a) *without reliance upon information of any description produced or provided by Council, or anybody on Council's behalf, concerning the Tender, the Premises or any other subject; and*
 - (b) *in reliance solely upon whatever inspections and investigations it has conducted concerning the Premises and other issues relevant to the Tender.*
- (2) Advice or information that a Councillor or a Council officer gives the Tenderer about the Specification will not bind Council.
- (3) Information given to the Tenderer by or on behalf of Council:
 - (a) *will be given only for the convenience of the Tenderer, and, unless expressly incorporated into the Contract, will not form part of the Contract; and*
 - (b) *is not warranted or represented by Council as accurate or adequate.*

3.9 Alteration of Specification

Council reserves the right to alter the Specification (including the terms and conditions of the Draft Management Agreement).

3.10 Invitation to Amend Tender

Where it alters the Specification, Council may invite all Tenderers to amend their Tenders to accommodate the altered Specification.

3.11 Council Reliance

In evaluating Tenders and determining with whom it will enter the Contract; Council will rely upon Tenderers having complied with the requirements of Clause 3.1.

3.12 Inaccurate Warranties

Failure to comply with a requirement in Clause 3.1 will not relieve a Tenderer of responsibility to complete the Contract in accordance with its terms.

3.13 Tenderer's Expenses

Council will not be responsible for the payment of expenses or losses the Tenderer incurs in:

- (1) preparing and lodging its Tender; or
- (2) participating in any post-Tender activity.

3.14 Commissions / Incentives

A Tender will not be considered if the Tenderer, or anybody on its behalf, offers or gives anything to:

- (1) a Councillor; or
- (2) a Council officer or agent,

as an inducement or reward that could influence the person's actions concerning the Tender.

PART 4: CONTENT OF TENDER

4.1 Tender Form

- (1) The Tenderer must submit the Tender in the Tender Form.
- (2) The Tenderer must complete the Tender Form (including all annexures) in full.
- (3) The Tender must include all other supporting documents and material required by this Request for Tender.
- (4) The Tenderer must execute the Tender Form lawfully.
- (5) Each Tender must be submitted on a separate Tender Form.

4.2 Details of Tenderer

- (1) If the Tenderer is a natural person, the Tender must contain the Tenderer's:
 - (a) *full name;*
 - (b) *Australian Business Number; and*
 - (c) *address for service of notices.*
- (2) **If the Tenderer operates as a firm, the Tender Form must contain:**
 - (a) *the name of the firm;*
 - (b) *the firm's Australian Business Number;*
 - (c) *the full names and addresses of each member of the firm;*
 - (d) *the address of the firm's principal place of business;*
 - (e) *the firm's address for notices; and*
 - (f) *the name, telephone number, and address (if different from the address for notices) of the natural person authorized by the firm to represent it in relation to the Tender.*
- (3) **If the Tenderer is a corporation, the Tender Form must contain details of:**
 - (a) *the name of the corporation;*

- (b) *the corporation 's business name (if applicable);*
- (c) *the corporation 's Australian Business Number;*
- (d) *the full name and address of each director of the corporation;*
- (e) *the full name and address of each shareholder of the corporation;*
- (f) *the address of the corporation's registered office;*
- (g) *the address of the corporation's principal place of business;*
- (h) *the corporation's address for service of notices;*
- (i) *the name, telephone number, and address (if different from the address for notices) of the natural person authorized by the corporation to represent it in relation to the Tender;*
- (j) *a copy of the corporation's certificate of incorporation/registration, certified by the ASIC; and*
- (k) *a copy of the corporation's constitution, certified correct by a director or secretary.*

4.3 Trade References

- (1) Where the Tenderer is an individual or individuals, the Tender must include at least 2 references:
 - (a) *from persons with whom that individual or those individuals have traded during the 3-year period immediately preceding submission of the Tender; and*
 - (b) *containing a contact address and telephone number for each referee;*
- (2) Where the Tenderer is a corporation or firm, the Tender must include:
 - (a) *at least 2 written references from persons with whom the corporation or firm has traded during the 3 years immediately preceding submission of the Tender;*
 - (b) *if the corporation or firm has not traded during any portion of the 3 years immediately preceding submission of the Tender, or any director (corporation) or member (firm) has not held that position for the whole of those 3 years, at least 2 references from persons who have traded with the corporation or each director during those 3 years.*

4.4 Financial Information

The Tender must include:

- (1) the details of:
 - (a) *profit before taxation;*
 - (b) *total assets; and*
 - (c) *total liabilities,*

upon which the Tenderer's income tax returns for the 3 years immediately preceding the submission of its Tender were based;

- (2) details of the total value of all of the Tenderer's current businesses; and
- (3) audited annual reports or equivalent statements for the Tenderer's business for the 3 years immediately preceding the submission of its Tender; and
- (4) an itemised cash flow projection for the caravan park.

4.5 Banker's Reference

- (1) The Tender must include a letter of reference from the Tenderer's banker.
- (2) The banker's reference must include:
 - (a) *details of how long the Tenderer has been the banker's customer; and*
 - (b) *a statement of whether the banker considers that the Tenderer possesses the financial substance to enable it to provide the services as required under the Contract.*
- (3) If the Tenderer is a joint venture or consortium, the Tender must include a reference from each member's banker in conformity with the requirements in Clause 4.5(2).

4.6 Creditor Information

- (1) The Tender must include a list of the Tenderer's creditors for the 12-month period to the date of preparation of the Tender, showing:
 - (a) *the name of each creditor; and*
 - (b) *the name and telephone number of a representative of the creditor to whom Council may address enquiries relating to the Tenderer.*
- (2) The Tender also must include a written authorization enabling Council to obtain from a mercantile agency of Council's choice a report upon the Tenderer's creditworthiness.

4.7 Statutory Permits

The Tender must state:

- (1) the Permits the Tenderer anticipates it will be required to hold to enable it lawfully and effectively to manage the caravan park pursuant to the Contract; and
- (2) the period within which it anticipates obtaining those Permits.

4.8 Litigation and Industrial Action

- (1) The Tender must detail:
 - (a) *all litigation in which it has been involved;*
 - (b) *all litigation with which it has been threatened;*
 - (c) *all industrial action taken by or against it,*during the 5 years preceding submission of its Tender.
- (2) Included in those details must be:
 - (a) *the nature of the dispute or action; and*
 - (b) *the other party or parties to the dispute or action.*

4.9 Relevant Experience and Capability

The Tender must detail:

- (1) the Tenderer's professional qualifications and accreditations, relevant to the management of a caravan park;
- (2) the Tenderer's experience in managing a caravan park during the 10 years preceding submission of the Tender, demonstrating the ability to manage staff, handle bookings, and deliver high standards of customer service;
- (3) the names, professional qualifications and accreditations, experience, and likely roles of all key personnel to be engaged in providing of services at the Premises pursuant to the Contract; and
- (4) details of the professional associations to which the Tenderer and its key personnel belong, and professional affiliations the Tenderer possesses, relevant to provision of the services the Tenderer will provide in operating the Premises pursuant to the Contract.

4.10 Roster Resilience and Relief Coverage

- (1) The Tender must contain details of:
 - (a) *24/7 On-Site Management: A clear plan for dedicated, on-site managers or caretakers to handle after-hours arrivals, guest lockouts, and noise complaints*
 - (b) *Staff: A structured local backup staff pool to guarantee 100% coverage, ensuring absent or sick staff are replaced within a window at no extra cost to the client, including relief for managers.*
 - (c) *Peak vs. Off-Peak Scaling: A flexible staffing model that scales up significantly during tourist season and local events, and scales down efficiently during low seasons*
 - (d) *Defined Organisational Chart: A visual hierarchy detailing reporting lines between park managers, receptionists, groundskeepers, housekeepers, and contractors*
- (2) The details of anticipated personnel numbers must be divided into the following categories:
 - (a) *direct service provision;*
 - (b) *management/administration; and*
 - (c) *job function, including professional qualification,*

showing in each case the proportions of full time and part-time personnel.
- (3) The Tender also must detail:
 - (a) *staff turnover information for all categories of personnel engaged by the Tenderer during the 5 years preceding preparation of the Tender, in the management of caravan parks;*
 - (b) *the number of days, expressed as working days, lost by the Tenderer to industrial action during each of the 5 years preceding preparation of the Tender; and*
 - (c) *the nature of each dispute during which the working days were lost.*

4.11 Operational and Maintenance Strategy

- (1) The Tender must detail comprehensively the management structure and the management systems via which the Tenderer proposes to operate the Premises under the Contract.
- (2) In particular, the proposal must include:

- (a) *a diagrammatic representation of the intended management structure;*
 - (b) *samples of procedures manuals (if any) forming components of the management systems;*
 - (c) *details of how the procedures the subjects of those manuals are to be implemented, monitored and updated;*
 - (d) *details of the procedures the Tenderer will establish to deal with complaints;*
 - (e) *details of the Tenderer's quality assurance system; and*
 - (f) *copies of all relevant quality assurance certificates held by the Tenderer.*
- (3) Where its quality assurance system is not externally certified, the Tenderer must demonstrate that it has established an effective system to ensure that risks associated with operating the Facility under the Contract are identified and managed.
- (4) the days and the hours the Premises will be open for business.
- (5) In evaluating the Tender, Council may examine all of the Tenderer's management systems documentation, including:
- (a) *procedures manuals and documents; and*
 - (b) *audit reports, particularly reports upon non-compliance with procedural requirements.*

4.12 Local Content

- (1) The Tenderer must complete the Tenderer's Local Content Submission table in the Tender Form; and
- (2) The Tenderer must submit evidence if claiming to be an individual/business within the Local Area or within the Regional Area as defined in the Tender Form.

4.13 Insurance and Safety

Tenderer is to supply:

- (1) Certificate of Currency Public Liability \$20 million
- (2) Certificate of Currency Work Cover QLD
- (3) Chemical Safety Data Sheets

If business is not established, provide details on how you will acquire these items.

4.14 Price / Management Fee

The Tenderer must specify the annual management fee payable under the Draft Management Agreement.

PART 5: SUBMISSION STAGE

5.1 Submission of Tender

The Tender must be lodged with Council by submitting one electronic copy to tender@bulloo.qld.gov.au before the closing date and time.

5.2 Non-conforming Delivery

Council may decline to consider a Tender delivered other than through the above.

5.3 Non-conforming Tenders

- (1) If a Tenderer submits a non-conforming Tender:
 - (a) *it must submit the non-conforming Tender in an email separate from its conforming Tender; and*
 - (b) *mark the non-conforming Tender clearly: "ALTERNATIVE TENDER").*
- (2) A Tenderer may lodge non-conforming Tenders only if it has lodged a conforming Tender.
- (3) A clear summary of all its points of difference from the conforming Tender must accompany the non-conforming Tender.

5.4 Closure of Tenders

Tenders must be sent electronically by the Closing Time.

5.5 Extension of Closing Time

Council may extend the Closing Time at its discretion.

5.6 Revocation of Offer

The Tender is irrevocable for 90 days after the Closing Time.

5.7 Unilateral Amendment

A Tender containing amendments or additions to the Specification made unilaterally by the Tenderer will fail, and be treated as having failed, to conform with these Conditions.

5.8 Receipt of Late Tenders

Council may consider a Tender lodged after the Closing Time, at its discretion.

5.9 Opening of Tenders

Council will not open Tenders publicly.

PART 6: EVALUATION STAGE

6.1 Status of Tender (Offer to enter Contract)

Submission of the Tender constitutes an offer to Council by the Tenderer, to accept the management of the Premises upon the collective terms of:

- (1) these Conditions; and
- (2) the Tender; and

- (3) the Completed Management Agreement.

6.2 Deemed Withdrawal of Tender

While the offer constituted by submission of the Tender remains open, it will not be affected, nor the Tender be deemed withdrawn or modified, by or through any discussions or negotiations between Council and the Tenderer.

6.3 Principal Evaluation Criteria

Tenders will be evaluated by reference to the criteria in section 104(3) of the *Local Government Act*, namely:

- (1) value for money;
- (2) open and effective competition;
- (3) development of competitive local business and industry;
- (4) environmental protection; and
- (5) ethical behaviour and fair dealing.

6.4 Additional Evaluation Criteria

In addition to those in section 104(3) of the *Local Government Act*, and an analysis of the business based on the financial and legal information provided by the Tenderer, Council's evaluation criteria will include:

- (1) Roster Resilience and Relief Coverage;
- (2) Relevant Experience and Capability;
- (3) Operational Maintenance Strategy;
- (4) Local Content;
- (5) Insurance, Licences, Qualifications, Safety and Management Processes; and
- (6) Price.

6.5 Evaluation Process

In evaluating Tenders, Council may:

- (1) visit facilities operated by the Tenderer, to observe:
 - (a) *the professional skills of the Tenderer and its personnel;*
 - (b) *the existence and effectiveness of the Tenderer's management systems;*
 - (c) *staff attitudes to, and compliance with, the Tenderer's professional and management procedures; and*
 - (d) *anything else Council considers relevant.*
- (2) conduct interviews with the Tenderer's personnel;
- (3) investigate the Tenderer's structure and management, and that of any relevant subsidiary or related corporation;

- (4) make its own assessment of the Tenderer's ability to provide the services required under the Contract; and
- (5) verify that the Tenderer holds all Permits necessary to enable it lawfully and effectively to provide the services required to operate the Premises under the Contract.

6.6 Co-operation with Evaluation Panel

- (1) If requested by Council, the Tenderer must give the members of Council's evaluation panel all co-operation and assistance they reasonably request, to facilitate consideration of its Tender.
- (2) In particular must, the Tenderer must;
 - (a) *comply promptly with requests from Council for material or information additional to what is in the Tender;*
 - (b) *allow Council and Council's agents to inspect any facility or equipment the Tenderer operates in providing services similar to those for which the Contract provides;*
 - (c) *authorise Council and Council's agents (in writing, if required) to contact any referee nominated by the Tenderer; and*
 - (d) *authorise Council (in writing, if required) to obtain information about the Tenderer, particularly information relevant to the Tenderer's ability to discharge the manager's responsibilities under the Contract, from any third person Council considers may be able to provide that information.*

6.7 Clarifications and Variations

- (1) Council may issue to Tenderers before Closing Time:
 - (a) *additional information; and*
 - (b) *information clarifying or correcting information previously provided,*
 to assist them in preparing their Tenders.
- (2) After Closing Time, Council may (without limiting its options):
 - (a) *request clarification or further information from any Tenderer; and*
 - (b) *invite all Tenderers to change their Tenders in response to an alteration to the Specification, or the Draft Management Agreement; and*
 - (c) *negotiate with a Tenderer upon any aspect of its Tender.*

6.8 Consideration of Tender (Council Entitlements)

The Tenderer acknowledges and accepts that:

- (1) Council will not be bound to accept the lowest or any Tender, and may elect to accept none of the Tenders it receives; and
- (2) Council will not be obliged to consider any Tender that does not conform with the requirements of this Request for Tender; and
- (3) Council may, in its discretion:
 - (a) *reject or decline to consider a Tender that does not conform with these Conditions;*
or

- (b) *accept a Tender despite a failure to comply with these Conditions.*

PART 7: ACCEPTANCE STAGE

7.1 Acceptance of Tender

Acceptance of the Tender will not be effective until the Tenderer receives an Acceptance Notice.

7.2 Delivery of Acceptance

The Acceptance Notice must be emailed to Council@bulloo.qld.gov.au

7.3 Time of Receipt

The Acceptance Notice will be deemed received by the Tenderer:

- (1) (if delivered personally) at the time of delivery;
- (2) (if posted) at 5.00pm on the 5th Business Day after the date of posting at the time specified in a Confirmation Report;
- (3) (if by electronic mail) upon the Business Day following the day of transmission.

7.4 Formation of Contract

Formation of the Contract will be complete when the Tenderer receives the Acceptance Notice (as provided in Clause 7.3).

7.5 Execution of Contract by Tenderer

The Tenderer must be ready and available to execute the Contract within 72 hours after it receives the Contract documents from Council.

7.6 Entire Agreement

The Contract will comprise the entire agreement between Council and the Tenderer.

7.7 Completed Management Agreement

Council must complete the Draft Management Agreement to contain:

- (1) at Item 3 of the Reference Schedule, the Manager's name, ABN and name and address for notices;
- (2) all other details necessary to complete the Reference Schedule.

7.8 Submission of Contract for Execution

After formation of the Contract, Council will deliver electronically or by post to the Tenderer the Completed

Management Agreement in duplicate (completion to be consistent with the accepted Tender).

7.9 *Receipt of Completed Contract*

Those items the subject of Clause 7.8 will be deemed received by the Tenderer:

- (1) if delivered, on the day of delivery; and
- (2) if posted, on the 5th Business Day after posting.

7.10 *Execution of Contract*

- (1) Within 3 Business Days after receipt of the Management Agreement, the Tenderer must return to Council the Completed Management Agreement (in duplicate), properly executed by the Tenderer.
- (2) Council will execute the Completed Management Agreement promptly upon receipt of the Completed Management Agreement.

PART 8: RIGHT TO INFORMATION

8.1 *Impact of RTI Act*

- (1) The Tenderer acknowledges that:
 - (a) *the RTI Act entitles members of the public to access documents held by local governments, including documents created by private entities;*
 - (b) *nevertheless, access to exempt matter may be denied; and*
 - (c) *it has satisfied itself about the content of the RTI Act.*
- (2) The Tenderer must familiarize itself with the relevant provisions of the *RTI Act* dealing with what material must be disclosed and what information is exempt matter and may be withheld from disclosure.
- (3) Council accepts no responsibility for the accuracy or adequacy of any information it provides to Tenderers concerning the content or effect of the *RTI Act*, whether in any Information Memorandum or otherwise.

8.2 *Identification of Confidential Tender Material*

Where a Tender contains:

- (1) material concerning the personal affairs of a person, living or dead;
- (2) trade secrets;
- (3) material (other than trade secrets) that is commercially valuable to the Tenderer; or
- (4) other material confidential to the Tenderer,

the Tenderer must identify that material in the Tender as confidential.

8.3 Disclosure of Tender Information by Council

- (1) Material not clearly identified in the Tender as confidential may be disclosed, without reference to the Tenderer, to any person who applies for disclosure under the *RTI Act*.
- (2) In any event, Council reserves the right to disclose, in response to an application under the *RTI Act*, any material contained in or accompanying the Tender, including material identified in the Tender as confidential.

8.4 Publication of Tender Information

The Tenderer acknowledges that Council may publish the Tender material the subject of **Part 4**, including material that the Tenderer nominates to Council as confidential.

PART 9: CONFIDENTIAL INFORMATION

9.1 Maintenance of Confidentiality

The Tenderer:

- (1) acknowledges that the Confidential Information is sensitive and valuable, and will remain at all times solely Council's property;
- (2) must not use for any purpose other than preparing its Tender, or disclose to anybody other than a Relevant Person, any Confidential Information it obtains;
- (3) must ensure that all material comprising the Confidential Information is kept and used in a manner that will preserve its confidentiality;
- (4) must not copy any material comprising or containing Confidential Information, other than where (and then only to the extent) copying is necessary to enable it to prepare its Tender;
- (5) must allow access to the Confidential Information by Relevant Persons only to the extent necessary to enable the Tender to be prepared;
- (6) must ensure that any Relevant Person to whom Confidential Information is disclosed uses the material only for the purpose of preparing the Tender; and
- (7) must obtain Council's written consent before disclosing Confidential Information to other than a Relevant Person.

9.2 Council Consent to Disclosure

Council's consent to the disclosure of Confidential Information by the Tenderer may be given or withheld on such terms and conditions as Council considers appropriate.

9.3 Survival of Obligations

The Tenderer's obligations under this Part 9 will continue beyond the closure of tenders and award of the Contract.

9.4 Reservation of Council Entitlements

(1) **Council reserves the entitlement to:**

- (a) *retrieve from a Relevant Person any Confidential Information held by that person, subject to Council having notified the Tenderer in writing that the Relevant Person is to be denied access to the Confidential Information;*
- (b) *supply Confidential Information to any person; and*
- (c) *deny access to Confidential Information, or refuse consent for its disclosure, to any person, including a Relevant Person.*

(2) **Failure or delay by Council in:**

- (a) *enforcing strict compliance with this Part 9; or*
- (b) *pursuing a remedy under the Part,*

will not constitute a waiver or implied variation of the entitlement or remedy.

9.5 Exempt Material

Where the Tenderer can establish that:

- (1) any item of Confidential Information has been transferred to the public domain through no fault of the Tenderer;
- (2) any item of Confidential Information was:
 - (a) *already in its possession when it was supplied or made available by Council; and*
 - (b) *not acquired directly or indirectly from Council;*

or

- (3) it has received from Council written notification that Council no longer requires the Tenderer to keep a specified item confidential,

that item will be exempt from the operation of Clauses 9.1 to 9.4.

PART 10: MISCELLANEOUS

10.1 Benefit of Conditions

The Tenderer acknowledges that:

- (1) these Conditions have been imposed solely for Council's benefit; and
- (2) Council may waive any of these Conditions, or any component sub-conditions, in its absolute discretion; and
- (3) none of these Conditions, and nothing done by Council in relation to inviting or considering Tenders, creates any collateral contract between Council and a Tenderer; and
- (4) (without limitation) Council will not be responsible for meeting any expense or loss incurred by the Tenderer in:

- (a) *compiling or submitting the Tender; or*
- (b) *facilitating consideration and evaluation of the Tender.*