CONDITIONS OF TENDER

SEALED ROADS RESTORATION WORKS – INNAMINCKA ROAD

PART 1

CONTRACT No.
2026-2027-205

TENDERER INFORMATION

PART 1 – PREAMBLE

Bulloo Shire Council invites tenders from suitably qualified and experienced contractors for the restoration and reconstruction of flood-damaged sections of Innamincka Road within Bulloo Shire, Queensland. The works form part of Council's natural disaster recovery program and are being delivered under the Disaster Recovery Funding Arrangements (DRFA), administered through the Queensland Reconstruction Authority (QRA).

The works comprise the restoration of nominated sections of unsealed roads, including formation grading, gravel resheeting, pavement reconstruction and associated works, as detailed in the Contract Pricing Schedules. All works shall be completed in accordance with the approved QRA treatments, Part 3 General Specification, Part 4 Technical Specification and other requirements of the Contract.

The Contract will be delivered on a Schedule of Rates basis, with the scope, locations, treatment types and quantities identified in Schedule K1 – Contract Works Pricing Schedule. Tenderers shall provide pricing for all specified works and complete the additional pricing schedules and response documentation required by the Tender.

Tenderers shall make appropriate allowance for the remote location of the works, including mobilisation, accommodation, plant and personnel resources, material haulage, water procurement, site access and all other logistical requirements associated with delivering the works within the specified Contract period.

The Contractor will be required to complete all works within **18 weeks of Contract award**, subject to the Conditions of Contract. Tenderers shall ensure their proposed construction methodology, available resources and program are appropriate to achieve completion within this timeframe, having regard to the site conditions, work restrictions and other requirements detailed in the Tender documents.

Tendered rates and prices shall exclude GST and include all costs associated with completing the works in accordance with the Contract, except where separate payment is expressly provided for under the Contract.

PART 2 – TENDER DOCUMENTS

The Tender documents comprise of the following:

- Part 1 Conditions of Tender
- Part 2 Conditions of Contract
- Part 3 General Specification
- Part 4 Technical Specification
- Part 5 Response Schedules
- Schedule K1 Contract Works Pricing Schedule
- Schedule K2 Additional Works Pricing Schedule
- Schedule K3 Rates for Variation

PART 3 – GENERAL INFORMATION

1. Contract Name	**Sealed Roads Restoration Works – Innamincka Road**		
2. Contract Number	**2026-2027-205**		
3. Tender Questions	Enquiries regarding the Procurement Process must be submitted to Contract Manager via contracts@shepherdservices.com.au no later than close of business, seven days prior to the date detailed below in Item 5.		
4. Pre-tender Briefing or site inspection	A Pre-tender meeting **will be held** for this Tender ☒ A Pre-tender meeting **will not be held** for this Tender ☐		
	Details	**Maximum Attendees**	**Mandatory**
	Format: Teams briefing Date: Wednesday 2 December 2026 Time: 9.00am (Queensland time) Location: MS Teams	NA	☒ Yes ☐ No

5. Submission of Tender	Tenders must be submitted at tender@bulloo.qld.gov.au by no later than: **12 noon Wednesday 16 December 2026 AEST (Queensland time)** ***Note:*** *Adequate time must be allowed for the Tender and all supporting documents to be uploaded and received by this time.*
6. Intention to Respond 	**PLEASE READ – ACTION REQUIRED** Tenderers are **strongly encouraged** to confirm their intention to submit a tender by completing the online form (*3 questions*) accessed via the **link below** or by scanning the **QR code** opposite. **Please Note:** The link below will only be active from the time of tender advertising to the close of tender questions as noted in **Item 2. Tender Questions** above. **Link:** Expression of Interest T2026-2027-205 - Sealed Roads Restoration Work - Innamincka Rd – Fill out form Please ensure that **all required details** are accurately completed. This will enable Council to **record the contact information for parties** intending to submit a tender. By completing and submitting the form, prospective tenderers will **notify Council of their intention to participate** in the tender process. This step allows Council to: • Know which parties have downloaded the Tender documents; and • Help to ensure all interested parties receive relevant updates, clarifications, documentation and answers to tender questions. ***Note:*** *Completion of the form does not obligate a perspective tenderer to submit a Tender. Non completion of the form does not preclude a perspective tenderer from submitting a Tender.*
7. Mandatory Criteria and Eligibility	The following mandatory criteria apply to the contract. Tenderers shall demonstrate in their submission that they meet the following criteria for their Tender to be eligible for consideration. **General** • Submission of tender by closing date and in accordance with all other lodgement instructions. • Provision of all information required by the request for tender. • Satisfactory licenses, accreditation and insurance. • Agreement to the terms of contract without material tender qualifications. • Evidence of suitable work health and safety, quality and environmental management systems. **Contract Specific** • Nil **Note** All mandatory criteria will be assessed on a yes or no basis, either the criteria is satisfied or it is not.

8. Evaluation Criteria

Evaluation Criteria	Weighting (%)
Rates, Price and Value for Money	30
Local Preference Policy	20
Capability / Resources / Personnel	30
Management Plan Documentation and Implementation	10
Previous Experience	10

	Note Details associated with how tenders will be assessed are provided in Clause 9 Assessment of Tenders below. Details associated with each of the above Evaluation Criteria and how they will be assessed for tender submissions are provided in the Evaluation Criteria section below.
9. Tenders should not be longer than	N/A (including all attachments, annexures, supplements, parts, schedules or appendices)
10. Tender Validity Period	**90 calendar days** after the date and time stated in Item 4. (as extended if at all, pursuant to the Procurement Process Conditions)
11. Complaints	Complaints regarding Procurement Process to be directed to: procurement@bulloo.qld.gov.au

PART 4 – PROCUREMENT PROCESS CONDITIONS

The Procurement Process is governed by, and this Request for Tender is to be read in conjunction with, the Procurement Process Conditions:

☒ Attached to or provided with this request for tender and identified as: **Evaluation Criteria and Tender Conditions**

☐ Available for viewing or download from Vendor Panel

PART 5 – CONTRACT

☒ The contract shall be substantially in the form attached to or provided with this request for tender and identified as: Volume 2 Conditions of Contract

☐ The contract shall comprise the documents identified in Clause 4 of the Principal's standard terms and conditions which can be found at [INSERT HYPERLINK TO WEBSITE]

☐ The contract shall comprise the documents identified in Clause 4 of the Principal's standard terms and conditions which are attached to or provided with this request for tender and identified as [FILE NAME(S) OF THE STANDARD TERMS AND CONDITIONS]

☐ The contract shall be made in accordance with the terms and conditions of Local Buy contract Arrangements.

☐ The Tenderer must request a copy of the form of contract from the Principal

Note: Where this request for tender is for appointment to a register of pre-qualified suppliers or as a preferred supplier then a contract will not be formed between the Principal and a successful tenderer, and a successful tenderer will not be required to enter into a contract with the Principal, unless and until that tenderer is subsequently engaged to provide works, goods and/or services pursuant to that appointment.

PART 6 – SCOPE

☒ The Scope is described in the document(s) attached to or provided with this request for tender and identified as **Part 3 General Specification and Part 4 Technical Specification.** The scope is also detailed in the pricing schedule(s).

☐ The Scope is as follows:

PART 7 – RESPONSE SCHEDULES

The Tender must be submitted in the form provided in the response schedules attached to or provided with this request for tender and identified as Volume 4 Response Schedules.

EVALUATION CRITERIA

Tenders will be evaluated against the criteria and weightings stated in Part B – Tender Information. The information requested in Part 5 – Response Schedules is intended to provide the information needed for that assessment. Tenderers should answer the relevant Response Schedules clearly and concisely and are not required to repeat the same information elsewhere in the Tender.

Only Tenders which are initially assessed as satisfying any stated Mandatory Criteria will proceed to the weighted evaluation. Where the same information is relevant to more than one criterion, it will be assessed only for the aspect described under that criterion so that the same benefit is not scored twice.

RATES, PRICE AND VALUE FOR MONEY – WEIGHTING 30%

Tenders will be assessed against criteria relating to individual rates, price and overall value for money presented by the Tenderers submission.

Tender Pricing Schedules will be checked for arithmetic accuracy and completeness as part of the Mandatory Criteria check. Tender Pricing Schedules found to be incomplete will not be considered beyond the initial Mandatory Criteria check.

Arithmetic errors in Tenderers Pricing Schedules may be corrected for clarity without notification to the relevant tenderer.

Rates

The rates Tendered for each item will be assessed to determine their individual specific value for money. The Tendered rates will be compared between each submission to help form part of the overall value for money assessment. Comparison of rates will allow for the assessment of the relative value of each Tender submission against all other Tenders.

Assessment of Tendered rates will also include consideration of Schedule K2 Additional Works rates.

Price

The total price of submitted tenders will be assessed and compared against all other Tenders. The price will be determined using the quantities provided in Schedule K1 Pricing Schedule.

Tenderers shall note that the quantities provided in Schedule K1 Pricing Schedule are the quantity of work for each identified treatment and road under the Contract.

Value for Money

Tenderers overall financial submissions will be considered and compared against each tender submission to identify which submission represent the best value for money.

Value for money will be assessed via an arithmetic comparison of each tender against the lowest complying tendered price. Tenders will be ranked and receive an arithmetic score with the lowest complying tender value being awarded maximum points with the remaining complying tenders arithmetically ranked according to their total value excluding GST.

Assessment of value for money will also include consideration of Schedule K2 Additional Works rates.

LOCAL PREFERENCE POLICY – WEIGHTING 20%

This criterion is worth 20 points and assesses the measurable local economic benefit committed by the Tenderer through business presence, local employment and purchasing from local suppliers and subcontractors.

Complete Schedule J using genuine and reasonable estimates based on the Tender program, workforce, suppliers and pricing. Exact future payroll or invoice information is not required at Tender stage.

Tenderers do not have to be local to submit a Tender and a zero local-content score will not make a Tender non-conforming. The Evaluation Panel will calculate the percentages and scores (green tables).

If the Tender is successful, the accepted Schedule J commitments will form part of the Contract.

Key Definitions

The following definitions relate to all matters associated with the consideration of local content and economic benefits.

LOCAL AREA DEFINITION	
Term	**Meaning**
Local Area	The area within the Bulloo Shire Council local government boundary.
Regional Area	Barcoo Shire, Quilpie Shire, Paroo Shire, Bourke Shire and the immediate adjoining areas of the South Australian Outback Communities Authority area and Unincorporated NSW (Far West) area.

LOCAL CONTENT	
Term	**Meaning**
Eligible Local Expenditure	The part of Eligible Project Expenditure expected to be paid directly to Local Suppliers.
Eligible Project Expenditure	Estimated payments, excluding GST, to independent suppliers and subcontractors for goods and services used to deliver the Contract. It excludes the Tenderer's own employee wages, profit, general head-office overheads, finance costs, depreciation, internal hire charges for Tenderer-owned plant and internal transfers that do not represent genuine third-party expenditure.
Local Labour Days	The estimated Labour Days to be worked on the Contract by Local Residents, including employees of the Tenderer and employees of subcontractors. One person working for one working day equals one Labour Day.
Local Resident	A person whose usual or permanent residential address is within the Local Area at Tender Closing. Temporary accommodation used while working on the Contract does not make a person a Local Resident.
Local Supplier	An independent supplier or subcontractor directly paid by the Tenderer that has a Permanent Business Presence within the Local Area. The Tenderer is not required to investigate where that supplier purchases its own goods or materials.
Permanent Business Presence	A genuine established office, workshop, yard, operational depot or home-based business from which the Tenderer ordinarily conducts its business. A postal address, registered office only, temporary project office, camp, laydown area or facility established solely or primarily for this Contract does not qualify.
Total Project Labour Days	The estimated total Labour Days to be worked on the Contract by all personnel, including the Tenderer's employees and subcontractor employees.

Scoring Method

Schedule J will be assessed via the provision of information within the tender submission which supports each of the components below

COMPONENT	POINTS	BASIS
Business Presence	8	Location and genuine operating presence stated in Schedule J1
Local Employment	8	Local Labour Days as a percentage of Total Project Labour Days calculated via Schedule J2

COMPONENT	POINTS	BASIS
Local Purchasing and Subcontracting	4	Eligible Local Expenditure as a percentage of total Eligible Project Expenditure calculated via Schedule J3
TOTAL	**20**	**Applied directly as the Local Content Commitment score out of 20**

Schedule J1 – Business Presence
The maximum number points allocated to business presence is 8 points.

Points	Assessment
8	Permanent Business Presence within the Local Area
4	Permanent Business Presence within the Regional Area, but outside the Local Area
0	No qualifying Permanent Business Presence within the Local Area or Regional Area

To receive 4 or 8 points, complete Schedule J1 and attach one reasonable item of evidence such as a local government rates notice, lease agreement or utility account. If the 0-point option applies, no supporting evidence is required.

The highest applicable score only will be awarded.

Schedule J2 – Local Employment
The maximum number points allocated to local employment is 8 points.

The Principal will calculate the Local Employment score from the Labour Days stated in Schedule J2 using the following formula:

Local Employment Score
Local Employment Score = 8 × (Local Labour Days ÷ Total Project Labour Days)

When completing the tender submission please account for and/or note the following information:

- Include the Tenderer's employees and subcontractor employees who are Local Residents.
- Use reasonable Labour Day estimates based on the Tender program.
- Employee names and residential addresses are not required; provide only the role or work group and town or locality requested in Schedule J2.
- The Local Employment Creation information in Schedule J2 is requested information only and is not separately scored.
- If no Local Labour Days are proposed, enter 0. A general statement that local people may be employed, without an estimated Local Labour Day commitment, will not receive points.

Example:

700 Local Labour Days out of 1,000 Total Project Labour Days equals 70%. The score is 8 × 0.70 = 5.60 points.

J3 – Local Purchasing and Subcontracting – maximum 4 points
The maximum number points allocated to local purchasing and subcontracting is 4 points.

The Principal will calculate the Local Purchasing score from the expenditure stated in Schedule J3 using the following formula:

Local Purchasing Score
Local Purchasing Score = 4 × (Eligible Local Expenditure ÷ total Eligible Project Expenditure)

When completing the tender submission please account for and/or note the following information:

- Local Expenditure is based on genuine payments made directly to independent suppliers and subcontractors that have a Permanent Business Presence within the Local Area.
- Do not include the Tenderer's own employee wages, profit, general head-office overheads, finance costs, depreciation or internal hire charges for Tenderer-owned plant.
- For Tenderer-owned plant, include only genuine third-party costs such as fuel, repairs, servicing or parts. Independent subcontractor invoices may be included even where the subcontractor's employees are also included in J2; the labour component of the subcontractor's invoice does not need to be separated.
- The assessment is based on the business directly paid by the Tenderer. Tenderers do not need to investigate where a Local Supplier purchases its own goods or materials.
- Schedule J also reports Eligible Local Expenditure as a percentage of the Total Tender Price to show overall local economic impact. That figure is not separately scored.

Example: $500,000 Eligible Local Expenditure out of $1,000,000 total Eligible Project Expenditure equals 50%. The score is 4 × 0.50 = 2.00 points

Supporting Information and Verification

Tenderers must be aware of the following requirements when preparing and submitting their tender documentation.

- The Principal may check Schedule J against the Tender program, personnel, subcontractor, resource and pricing information contained elsewhere in the Tender.
- For each Local Supplier expected to receive 5% or more of the Total Tender Price, attach one reasonable item of evidence such as an existing quotation, email, letter, supplier confirmation or recent invoice. Tenderers are not expected to obtain a new formal quotation solely for this purpose.
- The Principal may verify business addresses, contact proposed suppliers and request clarification or reasonable supporting information after Tender Closing.
- Post-close clarification may explain or verify the Tender as submitted but must not be used to materially improve a Tenderer's Local Content Commitment.
- If an arithmetic error, inconsistency or unsupported amount is identified, the Principal may correct the calculation or assess only the part of the claimed local content that can reasonably be substantiated. Any such assessment will be documented and applied consistently to Tenderers.

Worked scoring example

Component	Points
No qualifying local or regional business presence	0.00
70% Local Labour Days	5.60
50% Eligible Local Expenditure	2.00
TOTAL LOCAL CONTENT COMMITMENT SCORE	**7.60 / 20**

If the same Tenderer had a qualifying Permanent Business Presence within the Local Area, 8.00 points would be added, producing a total Local Content Commitment score of 15.60 out of 20.

Contract Commitment and Reporting

The successful Tenderer's Schedule J, together with any written clarification accepted by the Principal, will form the accepted Local Content Commitment under the Contract. The Contractor will be required to provide the short reports specified in the Contract, maintain reasonable supporting records, notify likely material shortfalls and take reasonable corrective action where required.

Community sponsorships, social initiatives and other information provided in Schedule D are not separately scored under this Local Content Commitment criterion unless another disclosed evaluation criterion expressly states otherwise.

CAPABILITY / RESOURCES / PERSONNEL – WEIGHTING 30%

This criterion is worth 30 points and is divided equally between Capability (10 points), Resources (10 points) and Personnel (10 points). Tenderers should complete the relevant Part 5 Response Schedules and do not need to repeat the same information in a separate narrative.

The assessment is focused on the Tenderer's proposed arrangements for this Contract. Previous completed-project experience is assessed under Previous Experience and local residence or local purchasing is assessed under Local Content Commitment, so those matters will not be double-scored here.

Capability – Maximum 10 Points

Capability will be assessed principally from Schedule I – Work Procedures and Methodology and Schedule M – Tender Program. The Evaluation Panel will consider the Tenderer's understanding of the Works, proposed methodology, sequencing and program, management of project risks and constraints, logistics, coordination with the Principal and other contractors, and the overall practicality and deliverability of the proposed approach.

Innovation is not mandatory. A sound, conventional and well-explained delivery approach can achieve a high score. Innovative methods will be considered where they provide a credible benefit in safety, quality, environmental protection, cost or delivery time.

Resources – Maximum 10 Points

Resources will be assessed principally from Schedule G, Schedule F2 and the Tender Program. The Evaluation Panel will consider whether the proposed plant, equipment, subcontracted resources and off-site support are suitable and available in the quantities required to meet the Tender Program.

Tenderers should clearly identify the resources that will be available at the proposed commencement time, including any leased, hired or subcontracted plant, and briefly identify reasonable contingency arrangements for breakdowns or other resource interruptions. Tenderers do not need to list plant or equipment that is not relevant to the Works.

Personnel – Maximum 10 Points

Personnel will be assessed principally from Schedule F1 and the Tender Program. The Evaluation Panel will consider the availability, proposed time allocation, relevant qualifications and experience of nominated key personnel, whether the proposed staffing level is sufficient for the program, and the availability of suitable alternative personnel if a nominated person becomes unavailable.

Personnel nominated in the Tender are expected to be the personnel engaged to deliver the Works, subject to any substitution permitted under the Contract.

Current workload and commitments identified in Schedule E1 may also be considered to the extent they affect the Tenderer's ability to make the proposed resources and personnel available when required.

The Panel may seek clarification where the proposed program, resources or personnel appear inconsistent with one another or with other information in the Tender.

MANAGEMENT PLAN DOCUMENTATION AND IMPLEMENTATION – WEIGHTING 10%

This criterion is worth 10 points. Assessment will primarily use Schedule H and the supporting information requested in Schedules H1 to H5. Tenderers should provide concise, relevant examples demonstrating the management systems they will rely upon to safely and effectively deliver the Works.

Where a management system is third-party certified, attach the current certification requested in Schedule H. Third-party certification is not mandatory unless expressly required elsewhere in the Tender and does not automatically receive a higher score. A well-developed and demonstrably implemented internal system may score highly.

The Evaluation Panel will consider the relevance and completeness of the Tenderer's systems, their suitability for the Works, and evidence that the systems are actually implemented in practice, such as audits, inspections, checklists, toolbox records or other site-generated records.

Tenderers should avoid attaching large quantities of generic material that do not assist the assessment.

PREVIOUS EXPERIENCE – WEIGHTING 10%

This criterion is worth 10 points. Assessment will primarily use Schedule E2 and referee or past-performance information available to the Principal. Tenderers should identify recent completed projects that are genuinely comparable to the Works and provide the brief project, value and client details requested in Schedule E2. Lengthy case studies are not required.

The Evaluation Panel will consider the relevance, scale and complexity of the completed work; experience in remote or comparable operating environments; and demonstrated performance in areas such as quality, timeliness, safety, contract administration and client satisfaction.

For Tenderers that have previously undertaken work for the Principal, relevant internal contract performance records and the experience of personnel who have directly administered those contracts may be considered.

For Tenderers that have not previously worked for the Principal, nominated referees and other reliable information about comparable completed contracts may be considered. A Tenderer will not be disadvantaged merely because it has not previously worked for the Principal. Previous experience is scored under this criterion and will not be separately re-scored under Capability.

ASSESSMENT SCORING

The qualitative components of Management Plan Documentation and Implementation, Previous Experience, Capability, Resources and Personnel will be assessed using the following 0–10 scale. Capability, Resources and Personnel are each scored separately out of 10.

SCORE	ASSESSMENT
0	Inadequate response, many deficiencies, does not meet the criterion
2	Marginal response, significant deficiencies, only partially meets the criterion
4	Fair response, some deficiencies, generally approaches the criterion
6	Good response, no material deficiencies, meets the criterion
8	Very good response, clearly exceeds the criterion in relevant respects
10	Outstanding response, substantially and demonstrably exceeds the criterion

TENDER CONDITIONS

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1. DEFINITIONS

(Definitions) In these Conditions of Tender, unless the context otherwise requires:

Alternative Tender means a Tender which is otherwise a Conforming Tender but which in the opinion of the Principal, contains significant alternatives, qualifications or amendments to or departures from the Contract or the Scope of Works;

Business Day means a day that is not a Saturday, Sunday or public holiday at the Site;

Claim includes any claim, action, demand, proceeding, suit, defence or set-off, however arising including at law (including a breach of an express or implied term of contract), under statute, in equity, in tort (including for negligence), in quasi-contract, for unjust enrichment and to the extent permitted by law, pursuant to any other principle of law, in connection with the Procurement Process;

Complaints Manager means the person identified as such in the Tender Information;

Conditions of Tendering means the conditions of tendering contained in this Volume 1 – Tender Conditions of the Request for Tender;

Confidential Information means any technical, commercial, or other information, ideas, concepts, know–how, data, drawings, specifications or designs of any kind:

- owned by the Principal and supplied or made available by the Principal to the Tenderer; or
- created by the Tenderer, from the material supplied or made available to the Tenderer by the Principal for the purposes of submitting the Tender.

Conforming Tender means a Tender which, in the opinion of the Principal:

- is substantially in the form and contains substantially all of the information and documentation required by the Response Schedules;
- is substantially in accordance with the Tender Format;
- does not substantially exceed the Maximum Page Limit (if any); and
- contains no significant alternatives, qualifications or amendments to or departures from the Contract or the Scope of Works;

Contact Person means the Project Manager nominated in Part B

Contract means a contract which may be entered into between the Principal and a Tenderer for the carrying out of the Works, and which will be in the form referred to in Volume 2 – Conditions of Contract, as amended (if at all) by the express written agreement of the Principal.

Contract Price has the meaning given in the General Conditions of Contract.

Contractor has the meaning given in the General Conditions of Contract.

Councillor has the same meaning as in the *Local Government Act 2009* (Qld);

Evaluation Criteria means the evaluation criteria set out in the Tender Information;

Form of Tender means the form of that name included in the Response Schedules;

Forum means the online forum accessible through the Tender Box;

Forum Closing Time means the forum time identified as such in the Tender Information;

General Conditions of Contract means the General Conditions of Contract (if any) comprising Volume 2 – Conditions of Contract of the Request for Tender;

GST has the same meaning as in the A New Tax System (Goods and Services Tax) Act 1999 (Cth);

Improper Conduct means:

- engaging in any activity or obtaining any interest which results in or is likely to result in any actual, potential or perceived conflict between the interests of the Tenderer and the Tenderer's obligations to the Principal in connection with the Procurement Process;
- engaging in misleading or deceptive conduct in connection with the Procurement Process;
- engaging in any collusive tendering, anticompetitive conduct, or any other unlawful or unethical conduct with any other Tenderer, or any other person in connection with the Procurement Process;
- canvassing, attempting to improperly influence, offering any inducement to or accepting or inviting improper assistance from any Councillor or other Personnel (or former Personnel) of the Principal in connection with the Procurement Process;
- using any information improperly obtained, or obtained in breach of any obligation of confidentiality in preparing the Tenderer's Tender;
- breaching any law in connection with the Procurement Process; or
- engaging in aggressive, threatening, abusive, offensive or other inappropriate behaviour or committing a criminal offence;

Intellectual Property Rights means copyright, patents and all rights in relation to inventions, registered and unregistered trademarks (including service marks), registered designs, circuit layouts and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields;

Late Tender means any Tender that is not received in the Tender Box (or otherwise received by the Principal by an alternative method permitted under the Conditions of Tendering) by the Tender Closing Time;

Letter of Acceptance has the meaning given in the General Conditions of Contract.

Local Government has the meaning given in the General Conditions of Contract.

Local Supplier has the meaning given in the Principal's procurement policy as published at the date on which this Tender was advertised;

Maximum Page Limit means the maximum number of pages which may be lodged as, with or in relation to the Tender (including, unless otherwise indicated all attachments, annexures, supplements, volumes, schedules or appendices), as stated in the Tender Information;

Non-Conforming Tender means a Tender which is not a Conforming Tender or an Alternative Tender;

Non-Local Supplier means a supplier (including a Tenderer) that is not a Local Supplier;

Personnel includes the officers, employees, agents, representatives, agents, contractors and consultants of a party and any other person or entity for whom that party is vicariously liable;

Price means the price shown in the Tender;

Price Schedule means a Response Schedule which provides a breakdown of the price, and which may include rates, lump sums, prices, provisional sums, estimated quantities and other information;

Principal means the party identified as such in the Tender Information;

Procurement Administrator means the person identified as such in the Tender Information;

Procurement Process means the process pursuant to which the Request for Tenders is issued, an indicative outline of which is included in the proposed timetable in the Tender Information;

Response Schedules means the schedules in Volume 4 – Response Schedules which are to be lodged in accordance with the Tender Documents, including the Form of Tender;

Request for Tender means this request for tender (including Volumes 1 to 4) and all documents included in or incorporated by reference into it;

Scope of Works means attachment Volume 3 Scope and Specification of the Tender Documents and all documents incorporated into it (whether physically or by reference), and includes any amendments provided for in a Tender Addendum;

Site means the site or sites identified in the Tender Information;

Sound Contracting Principles has the meaning given in section 104(3) of the *Local Government Act 2009* (Qld);

Specified Loss means:

- any loss or anticipated loss of profit, income, revenue, saving, production; business, contract or opportunity; increase in financing or operating costs; liability for loss or damage suffered by third parties; legal costs (on a solicitor and client basis); fines levied; loss of reputation or embarrassment and the cost of abating or reducing such; any other financial or economic loss; and

- any indirect, special or consequential loss, damage, cost, expense or penalty not expressly referred to in the preceding paragraph, howsoever arising;'

Tender means the tender lodged by a Tenderer in response to this Request for Tender and includes all documents and information lodged with or as part of the tender;

Tender Addendum means any communication issued to Tenderers in accordance with these Conditions of Tendering which is identified as a Tender Addendum;

Tender Box means the website identified as the Tender Box in the Tender Information;

Tender Closing Time means the closing time detailed in the Tender Information as varied (if at all) pursuant to these Conditions of Tendering;

Tender Documents means:

- this Request for Tender; and

- any Tender Addenda issued pursuant to these Conditions of Tendering, and includes all documents included in or incorporated by reference into these documents;

Tender Format means the format described in the Tender Information;

Tender Information means the information contained in Volume 1 – Conditions of Tender of this Request for Tender;

Tender Validity Period means the period of time identified as such in the Tender Information as extended (if at all) pursuant to Part 2 General Information Item 7 Tender Validity Period of Volume 1 Conditions of Tender;

Tenderer means:

- any person who submits a Tender; and
- to the extent to which the term can apply to any other person who obtains a copy of any of the Tender Documents during the Procurement Process, also includes such other persons;

Works means the works described in the Scope of Works, and words or terms not defined in these Conditions of Tendering but defined in the Contract have the same meaning as in the Contract, except where the context otherwise requires.

2. CONDUCT OF THE PROCUREMENT PROCESS

2.1. **(General)** The Principal:

2.2. May conduct the Procurement Process in any manner which it sees fit, but will endeavour to do so in a manner which is consistent with this Request for Tender and sound procurement principles;

2.3. May, without limiting clause 2.2, at any time:

- modify or depart from the procedures set out in the Tender Documents;
- extend or reduce any timeframes or dates provided for in the Tender Documents;
- amend, add to or delete any part of the Tender Documents;
- suspend, terminate or alter the Procurement Process at any time;
- request any one or more Tenderers to attend inspections of the Site or other meetings, and/or undertake any other enquiries or activities which the Principal reasonably considers to be relevant to the Procurement Process;
- change the Evaluation Criteria (including weightings);

2.4. Gives no warranty and makes no representation that the Tender Documents or any other information provided to the Tenderer in connection with the Procurement Process is accurate, adequate or complete.

2.5. Any right or obligation of the Principal under or in relation to these Tender Documents may be exercised or carried out by the Procurement Administrator.

2.6. All communications in connection with the Procurement Process shall be conducted through the nominated email address, unless otherwise expressly permitted by the Procurement Administrator or these Conditions of Tendering. The Tenderer must ensure that it is properly registered with the Forum and that it obtains copies of all relevant communications issued through the Forum. The Tenderer must not rely upon any information (including information provided at a tender briefing or site inspection) unless it is confirmed through the Forum. The Principal:

- will not respond to any request for information received after the Forum Closing Time; and
- may notify any or all Tenderers of a request for further information made by a Tenderer and the Principal's response to it without identifying the submitting Tenderer or may keep a request for information confidential and respond only to the Tenderer if it considers that it is appropriate to do so.

2.7. The Tenderer must attend any tender briefing, or a site inspection identified in the Tender Information, unless the Tender Information provides that attendance is optional. The Tenderer must notify the Procurement Administrator that it intends to attend the tender briefing or site inspection at least three days prior to the date of the tender briefing or site inspection and may only bring a maximum of the number of Personnel noted in the Tender Information. The Tenderer must inform itself of risks to health and safety arising from attendance at the tender briefing or site inspection and take all reasonable steps to ensure that such risks are eliminated or, if it is not possible to eliminate them, to minimise them so far as is practicable.

2.8. The Tenderer must make any complaint in relation to the Procurement Process or the Request for Tender immediately upon the cause of the complaint arising or upon the Tenderer becoming aware of the cause. The complaint must be made in writing to the Principal's Complaints Manager and must contain adequate detail to allow the Principal's Complaints Manager to properly investigate the complaint.

2.9. The Tenderer must not, and must ensure that its Personnel do not, engage in any Improper Conduct. The Tenderer must immediately notify the Principal in the event that it becomes aware that it, or any of its Personnel have engaged in Improper Conduct.

2.10. Neither the Principal nor its Personnel shall be liable upon any Claim for any Specified Loss in connection with the Procurement Process.

3. THE TENDER

3.1. The documents comprising the Request for Tender are, collectively:

- Part 1 – Conditions of Tender **(read and keep this part)**; and
- Part 2 – Conditions of Contract **(read and keep this part)**; and
- Part 3 – General Specification **(read and keep this part)**; and
- Part 4 – Technical Specification **(read and keep this part)**; and
- Part 5 – Response Schedules which, when completed by the Tenderer and combined with Schedule K1 and Schedule K2, comprises the Tender of the Tenderer **(complete and return this part)**; and
- Schedule K1 – Pricing Schedule **(complete and return this part)**; and

- Schedule K2 – Additional Works Pricing Schedule **(complete and return this part)**.
- Schedule K3 – Rates for Variation Pricing Schedule **(complete and return this part)**.

3.2. All parts of the Request for Tender must be read and construed together so that all parts are as far as possible consistent. Where the documents are inconsistent, the documents should be read and construed in the order of precedence as follows:

- Conditions of Tender;
- Specification;
- Special Conditions of Contract;
- General Conditions of Contract;
- Tender Response.

3.3. The Request for Tender is not an offer. The Request for Tender is an invitation for persons to submit an offer for the supply of civil engineering construction and related services as particularised in the Specification.

3.4. Except to the extent that the Tenderer has detailed a proposed alternative, amendment, qualification or departure in a Tender, the Tenderer will be taken to have unconditionally accepted and agreed to:

- negotiate in good faith suitable terms and conditions of the Contract as required by the Principal;
- be bound by the form of contract required by the Principal at the conclusion of any negotiations referred to in subparagraph 3.1(a) above; and
- carry out and complete the whole of the Works described or to be reasonably inferred from the Tender Documents.

3.5. The Principal may in its sole and absolute discretion reject the Tender if it is unable to reach agreement with the Tenderer on suitable terms and conditions of the Contract before the end of the Tender Validity Period.

3.6. Notwithstanding any award of Preferred Contractor Status (if at all), the Principal is not bound to exclusively negotiate with the Tenderer, and may in its sole and absolute discretion revoke any such Preferred Contractor Status at any time.

3.7. An Alternative Tender may be rejected or evaluated at the Principal's discretion. In exercising this discretion, the Principal may take into account any matter which it considers relevant. Alternative Tenders should clearly detail the proposed alternatives, amendments, qualifications or departures and the reasons for proposing them.

3.8. A Non-Conforming Tender may be rejected or evaluated at the Principal's discretion. In exercising this discretion, the Principal may take into account the nature and extent of the nonconformances and whether any Conforming Tender has been lodged by another Tenderer. The Principal is not required to notify the Tenderer if it considers a Tender lodged by it to be a Non-Conforming Tender.

3.9. A Late Tender may be rejected or evaluated at the Principal's discretion. In exercising this discretion the Principal may take into account the time at which the Tender is received, the reason the Tender is late and whether any other Tender has been received by the Tender Closing Time.

3.10. The Price must be submitted exclusive of GST. Where there is any discrepancy between the amount stated in the Form of Tender as the Tenderer's Price and the sum total of the items in any Price Schedule then:

- if the Contract provides that it is a lump sum contract, then the sum total of the items in the Price Schedule shall be the Tenderer's Price; or

- if the Contract provides that it is a schedule of rates contract or a part lump sum and part schedule of rates contract, then the rate, price or lump sum of each item will prevail over the total shown, and the total shall be adjusted accordingly.

3.11. The Tenderer's Tender will remain valid and open for acceptance by the Principal until the end of the Tender Validity Period, unless the Principal consents to the Tenderer withdrawing its Tender. The Principal may request an extension of the Tender Validity Period at any time by giving written notice to the Tenderer. If the Tenderer does not agree to the requested extension, then Principal may exclude the Tenderer's Tender from assessment or further assessment as the case may be.

4. OBTAINING INFORMATION

4.1. The Principal will provide the Tenderer with the Request for Tender. No fee is payable for the supply of the Request for Tender.

4.2. Any additional information required by a Tenderer may be obtained from the Contact Person by written request via email to contracts@shepherdservices.com.au

4.3. Tenderers must not direct requests for information to or seek to discuss the Request for Tender process with, any Councillor or officer of the Principal other than the Contact Person.

4.4. The Principal will not be bound by any advice or information furnished by a Councillor or officer of the Principal with respect to the Request for Tender.

4.5. Information provided to the Tenderer by or on behalf of the Principal:

- will be provided for the convenience of the Tenderer only, and, unless expressly incorporated into the Contract, will not form part of the Contract; and

- is not warranted or represented by the Principal as accurate, correct or adequate.

4.6. If the Principal makes information available to a Tenderer, the Principal reserves the right to distribute the information to each Tenderer who has obtained a copy of the Request for Tender from the Principal.

4.7. If requested by the Principal, the Tenderer must:

- provide further information relating to the Tender; and

- give a presentation at a time and place nominated by the Principal:

4.7.1.1. to demonstrate the Tenderer’s financial substance, technical capabilities and resources; and

4.7.1.2. to demonstrate its ability to comply with the terms and conditions of the Contract; and

4.7.1.3. in relation to anything else relative to the Tender; and

- allow the Principal and its agents to inspect any facility or equipment the Tenderer proposes to use in complying with the terms and conditions of the Contract; and

- authorise the Principal and its agents (in writing, if required) to contact any referee nominated by the Tenderer; and

- authorise the Principal (in writing, if required) to obtain information about the Tenderer, particularly information relevant to the Tenderer's ability to discharge the responsibilities of the Contractor under the Contract, from any third party the Principal considers may be able to provide that information.

4.8. The Principal may provide information to Tenderers in electronic format, in addition to the hard copy format.

4.9. Where there is an inconsistency between the information in the electronic format and the hard copy information, the latter prevails.

5. RESPONSIBILITIES OF TENDERER

5.1. Before submitting its Tender, each Tenderer must:

- carefully read and consider the Request for Tender and any other information made available by the Principal with respect to the Request for Tender and the process of tendering for the Contract; and

- read and consider all information relevant to the risks, contingencies, and other circumstances relevant to the Request for Tender; and

- inform itself of the nature of the obligations it must discharge under the Contract; and

- inform itself of the labour, plant and equipment and other items necessary, suitable, or desirable to enable the Tenderer to discharge its obligations under the Contract; and

- not rely upon information provided by or on behalf of the Principal; and

- independently verify any information provided by or on behalf of the Principal, and satisfy itself that the information is adequate and accurate; and

- satisfy itself that the information in its Tender is accurate and complete; and

- satisfy itself that its Tender complies in all respects with the requirements of the Conditions of Tender.

5.2. In evaluating Tenders and determining with whom it will enter the Contract, the Principal will rely upon Tenderers having complied with the requirements of Clause 5.1.

5.3. Failure to comply with any requirement in Clause 5.1 will not relieve the relevant Tenderer of responsibility to complete the Contract in accordance with its terms, and in particular, the price or rate tendered by the Tenderer.

5.4. The Principal will not be responsible for the payment of any expenses or losses incurred by the Tenderer in:

- attending any briefing or site inspection; or
- preparing and lodging its Tender; or
- participating in any post Tender activities.

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

- any Councillor of the Principal; or
- any officer or agent of the Principal,

as an inducement or reward that could influence the actions of the person in relation to the Tender.

6. FORMAL REQUIREMENTS

6.1. The Tender must be submitted in writing in the form of the Tender Response.

6.2. The Tender Response must be fully completed, and include all supporting documents and materials required by both the Conditions of Tender and the Tender Response.

6.3. The Tender Response must contain the Tenderer's:

- full name; and
- Australian Business Number; and
- address and facsimile number for the service of notices.

6.4. If the Tenderer operates as a firm, the Tender Response must contain:

- the full names and addresses of each member of the firm; and
- the business name under which the firm trades; and
- the firm's address and facsimile number for the service of notices; and
- the firm's Australian Business Number

6.5. If the Tenderer is a corporation, the Tender Response must contain details of the corporation's:

- name; and
- business name (if applicable); and
- Australian Business Number; and
- registered office; and
- address and facsimile number for the service of notices; and
- the name, telephone number and address (if different from the address for service of notices) of a natural person who is authorised by the corporation to represent it in relation to the Tender.

6.6. If the Tenderer is a consortium or a joint venture, the Tender Response must contain details of:

- the name of each member; and
- the structure of the consortium or joint venture, including the proposed managerial structure; and
- the role to be played by each member in complying with the terms and conditions of the Contract; and
- in the case of a consortium, the member who is to be the principal contractor on behalf of the consortium.

6.7. The Tender Response must be duly executed in a manner that binds the Tenderer.

6.8. The Contract Price in the Tender Response must be:

- in Australian dollars; and
- unless otherwise specified in the Tender Response, GST exclusive.

6.9. Submission of the Tender will be electronically via email to tender@bulloo.qld.gov.au

6.10. The Tenderer must:

- Tenderer must submit their Tender Response via email; and
- Tender must complete the appropriate responses in Volume 4 Response Schedule, Pricing Schedule K1 and Additional Works Pricing Schedule K2

6.11. The identity of the Tenderer is fundamental to the Principal. For the purposes of a Tenderer's Tender, the Tenderer is the person, persons, corporation or corporations:

- who is named as the Tenderer in the Tender Response; and
- who has duly executed the Tender Response in a manner that binds the Tenderer.

7. CONFORMING AND NON-CONFORMING TENDERS

7.1. A Tenderer may lodge non-conforming Tenders only if it has lodged a conforming Tender.

7.2. Each non-conforming Tender must be accompanied by a clear summary of all points of difference between the non-conforming Tender and the conforming Tender.

7.3. Each non-conforming Tender must be submitted on a separate Tender Response.

7.4. A Tender may be considered as non-conforming if the Tenderer has failed to supply any of the information required by the Conditions of Tender, does not comply with any of the requirements of the Conditions of Tender or has been lodged subject to any condition or qualification.

7.5. If more than one conforming Tender is lodged, each Tender must be accompanied by a clear summary of all points of difference between each conforming Tender.

7.6. The Principal will not be obliged to consider any Tender that does not comply with the requirements of the Conditions of Tender.

8. LODGEMENT OF TENDERS

8.1. Electronic Lodgement

- Electronic tenders must be submitted in accordance with the requirements of Part 2 General Information Item 4 Submission of Tender of Volume 1 Conditions of Tender.
- Tenders must be lodged by the Closing Time.

8.2. Where a Tenderer lodges a non-conforming Tender:

- the non-conforming Tender must be clearly marked, “ALTERNATIVE TENDER” (in addition to being clearly marked in accordance with Clause 8.1).

8.3. Tenders must be logged by Closing Time.

8.4. The Principal may extend the Closing Time at its discretion.

8.5. A Tenderer must not alter or add to the Tender Response unless required by the Conditions of Tender.

8.6. A Tender is irrevocable for 90 days after the Closing Time.

8.7. The period in Clause 8.6 may be extended by mutual agreement between the Tenderer and the Principal.

8.8. Each Tender constitutes an offer by the Tenderer to the Principal to supply the plant hire required under, and otherwise to satisfy the requirements of, the Specification on the terms and conditions of the Contract.

8.9. Tenders will be opened after the closing time, Tenders will not be opened publicly, and the Tenderer will not be permitted to attend the opening of Tenders.

9. ASSESSMENT OF TENDERS

9.1. The Principal may, at any time after Tenders have been received, take any steps which it considers to be prudent or necessary to assist in determining which Tender is most advantageous to it including:

- request any one or more Tenderers to change their Tender to take account of a change in the Tender Documents or any error in the Tender Documents;
- request a meeting with any one or more Tenderers to obtain additional information;
- request any one or more Tenderers to clarify and alter any aspect of a Tenderer's Tender and may, at its discretion, advise any or all of the Tenderers of such clarification or alteration;
- negotiate amendments to any aspect of the Tender or the Tender Documents with any one or more Tenderers, and suspend or terminate such negotiations at any time;

- request any one or more Tenderers to provide a presentation of their Tender in person at the Principal's office at no cost to the Principal; and

- request additional information from one or more Tenderers;

- do anything else which the Principal considers is reasonably necessary for the proper conduct of the Procurement Process and to ensure that it accepts the Tender most advantageous to the Principal taking into account the Sound Contracting Principles.

9.2. In determining which Tender is most advantageous to the Principal, each Tender will be evaluated in accordance with these Conditions of Tendering, but not necessarily exclusively, against the Evaluation Criteria.

9.3. In assessing Tenders, the Principal may consider any information which the Principal reasonably considers to be relevant to its assessment (however obtained), including:

- information contained in the Tender, any amendment to or clarification of a Tender or provided at a meeting with or presentation by the Tenderer;

- outcomes from discussions with Tenderer's referees (if any);

- the Tenderer's past performance under other contracts with the Principal or third parties; and

- the reasonably held subjective opinions of the persons appointed by the Principal to evaluate Tenders or any advisor to such persons.

9.4. The Principal may ignore any part of a Tender which is ambiguous, uncertain, unclear or illegible without seeking clarification from the Tenderer and may assess the balance of the Tender.

9.5. If the Tenderer fails to comply with these Conditions of Tendering or with any request made by or on behalf of the Principal pursuant to the Conditions of Tendering within the time required, the Principal may, at its discretion, reject the Tender.

9.6. The Principal may at its discretion reject a Tender which fails to achieve a satisfactory score against any of the Evaluation Criteria, even if the overall score of the Tender is satisfactory.

9.7. The Principal may, at its discretion, reject a Tender if the Principal reasonably believes that the Tenderer cannot comply with the obligations which it will have under the Contract in the event that its Tender is successful for the tendered Price.

9.8. The Principal may seek information or assistance from any person (including third parties) where the Principal considers in its absolute discretion it is necessary to do so in order to properly evaluate any aspect of the Tender. The Principal may notify the Tenderer of a third party appointed by the Principal to provide such assistance to the Principal, and the Tenderer must cooperate with and provide all information and assistance reasonably requested by such third party. The Principal may exclude from assessment or reject a Tender if the Tenderer does not provide such cooperation, information and/or other assistance.

10. CLARIFICATIONS AND VARIATIONS

10.1. The Principal may issue to Tenderers before the Closing Time:

- additional information; and

- information clarifying or correcting information previously provided, to assist them in preparing their Tenders.

10.2. If the Principal issues information to Tenderers under Clause 10.1, each Tenderer must take the information into account in the preparation of its Tender.

10.3. After the Closing Time, the Principal may (without limiting its options):

- request clarification or further information from any Tenderer; and
- invite all Tenderers to change their Tenders in response to an alteration to the Specification or any of the terms and conditions of the Contract; and
- negotiate with one or more Tenderers upon any aspect of their Tenders.

11. COMMISSIONS AND INCENTIVES

A Tender will not be considered if anybody offers or gives anything to a Councillor of the Principal, or any officer or agent of the Principal, as an inducement for the purpose of seeking to influence the manner in which the Tender is evaluated or the Contract awarded.

12. CONFIDENTIALITY

12.1. The Tenderer:

- acknowledges that the Confidential Information is sensitive and valuable, and will remain at all times the property of the Principal; and
- must not use the Confidential Information for any purpose other than preparing its Tender; and
- must not copy any material comprising or containing Confidential Information, other than where (and then only to the extent that) copying is necessary to enable it to prepare its Tender; and
- must allow access to the Confidential Information by Relevant Persons only to the extent necessary to enable the Tender to be prepared; and
- must obtain the Principal's written consent before disclosing Confidential Information to a person other than a Relevant Person.

12.2. The consent of the Principal to disclosure of the Confidential Information by the Tenderer may be given or withheld on such terms and conditions as the Principal considers appropriate.

12.3. The Tenderer's obligation under this Clause 12 continues after closure of tenders and award of the Contract.

12.4. The Principal reserves the right to retrieve from a Relevant Person any Confidential Information held by that person, subject to the Principal having given written notice to the Tenderer in writing that the Relevant Person is to be denied access to the Confidential Information.

12.5. Failure or delay by the Principal in enforcing strict compliance with this Clause 12 or pursuing a remedy under this Clause 13 will not constitute a waiver or implied variation of the entitlement or remedy.

12.6. This Clause will not apply to an item of Confidential Information where the Tenderer can establish that:

- the item has been transferred to the public domain through no fault of the Tenderer; or
- the item was already in the Tenderer's possession when it was supplied or made available by the Principal, and not acquired directly or indirectly from the Principal; or
- it has received from the Principal written notification that the Principal no longer requires the Tenderer to keep the item confidential.

13. ACCEPTANCE OF TENDER

13.1. The Principal will not be bound to accept the lowest or any Tender.

13.2. The Principal may accept a Tender from a Tenderer by giving written notice in the form of a Letter of Acceptance to the Tenderer who submitted the Tender to the Principal.

13.3. The Contract will not come into existence until the Principal has given written notice in the form of a Letter of Acceptance to the Tenderer.

13.4. When the Contract comes into existence the Tenderer becomes the Contractor for the purposes of the General Conditions of Contract.

13.5. The Principal reserves the right to accept a Tender in part or in whole.

14. RIGHT TO INFORMATION (RTI)

14.1. The Tenderer acknowledges that:

- the RTI Act 2009 entitles members of the public to access documents held by Local Governments, including documents created by private entities; and
- nevertheless, access to exempt matter may be denied.

14.2. The Tenderer must familiarise 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.

14.3. The Principal accepts no responsibility for the accuracy or adequacy of any information it provides to Tenderers concerning the content or effect of the RTI Act.

14.4. Where a Tender contains:

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

- other material confidential to the Tenderer,

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

14.5. 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.

14.6. In any event, the Principal 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.

15. OWNERSHIP OF TENDERS

15.1. Each Tender Response (including all supporting documentation and materials submitted by a Tenderer as part of, or in support of, a Tender) becomes the property of the Principal on submission and will not be returned to the Tenderer.

15.2. However, the Tenderer shall retain copyright and other intellectual property rights in respect of the Tender except to the extent specified in the Contract.

15.3. The Principal may reproduce the Tender for the purposes of evaluation.

16. GENERAL PROVISIONS

16.1. The Tender Documents must be read and construed together and are intended to be mutually explanatory.

16.2. An obligation of two or more parties binds them jointly and each of them severally and an obligation incurred in favour of two or more parties is enforceable by them severally.

16.3. Clause headings are for reference purposes only and must not be used in interpretation.

16.4. The words 'include', 'includes' or 'including' shall be read as if followed by 'without limitation'. Where the Conditions of Tendering provide that the Principal 'may' do something, the Principal is not obliged to do that thing and is not prevented from doing any other thing.

16.5. Where any word or phrase is given a defined meaning, any other part of speech or other grammatical form concerning the word or phrase has a corresponding meaning. Words importing the singular number include the plural number and words importing the plural number include the singular number.

16.6. References to time are to local time in Queensland. Where time is to be reckoned from a day or event, the day or the day of the event must be excluded. If any time period specified in the Tender Documents expires on a day which is not a Business Day, the period will expire at the end of the next Business Day.

16.7. Any right of the Principal pursuant to these Conditions of Tendering may be exercised in the absolute discretion of the Principal, unless, and then only to the extent that the Conditions of Tendering provide otherwise. Any consent of the Principal required under these Conditions of Tendering may be given, withheld or given subject to conditions at the absolute discretion of the Principal.

16.8. A reference to 'law' includes:

- legislation (including subordinate legislation), local laws, by-laws, orders, ordinances, awards, requirements and proclamations of a local government authority, the State of Queensland, the Commonwealth or other Authority having jurisdiction and any related fees and charges; and

- certificates, licenses, accreditations, clearances, authorisations, approvals, consents, and permits and any related fees and charges, which are applicable to the Works, the Tender Documents, the Procurement Process or which are otherwise in force at any place where the Works are to be carried out.

16.9. The Request for Tender and Procurement Process are governed by the laws of Queensland and the Commonwealth of Australia which are in force in Queensland. The Principal and the Tenderer submit to the jurisdiction of the Courts of Queensland, relevant Federal Courts and Courts competent to hear appeals from them.

16.10. The *contra proferentem* rule and other rules of construction will not apply to disadvantage a party whether that party put the clause forward, was responsible for drafting all or part of it or would otherwise benefit from it.

16.11. The rights and remedies of the Principal and the Tenderer provided in the Conditions of Tendering are cumulative on each other and on any rights or remedies conferred at law or in equity.

16.12. If a provision of the Conditions of Tendering is void or unenforceable it must be severed and the provisions that are not void or unenforceable are unaffected by the severance.

16.13. No waiver by the Principal of a provision of these Conditions of Tendering is binding unless made in writing.

16.14. A reference to:

- a person includes any other legal entity and a reference to a legal entity includes a person; the Tenderer or the Principal includes their respective heirs, executors, successors and permitted assigns; writing includes any mode of representing or reproducing words in tangible and permanently visible form, and includes email and facsimile; a monetary amount is a reference to an Australian currency amount; and a measurement or quantity is a reference to an Australian legal unit of measurement as defined under the *National Measurement Act 1960* (Cth).