



**TOOWOOMBA
REGION**

Rich traditions. Bold ambitions.

CONDITIONS OF TENDERING

TENDER No. WT63-19/20

DESIGN AND CONSTRUCTION OF
CREEK STREET SPS UPGRADE
PROJECT

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1 DEFINITIONS

1.1 Defined Terms

The following definitions apply unless the context requires otherwise.

Alternative Tender means an offer to perform the Work on a substantially different basis to that required by the Tender Documents.

Business Day Means a day which is not:

- a) Saturday or Sunday; or
- b) a public holiday, special holiday or bank holiday in Toowoomba;
- c) 22 to 24 December;
- d) 27 to 31 December

Conditions of Tender means these conditions of tender including any Appendices.

Conforming Tender means a Tender that complies with the requirements of the Tender Documents and, at a minimum, includes:

- (a) the completion of all Tender Submission Documents by the Tenderer; and
- (b) no material departures from the terms of the Tender Documents.

Council has the meaning given in clause 3.3.

Council's Contact Person is the person specified in the Annexure to the Conditions of Tender or other person from time to time notified to Tenderers by Council.

Design Documents means the drawings, specifications and other information, samples, models, patterns and the like provided to the Tenderer as part of the Tender Documents.

Information Only Documents means the documents in a volume with that title included in the Tender Documents.

Intellectual Property Rights means copyright, patents, and all rights in relation to inventions, trademarks (including service marks), registered designs and circuit layouts, or other protected rights.

Letter of Invitation is the letter of that name accompanying these Tender Documents.

Lodgement Place is the place for lodgement of Tenders specified in clause 3.4.

Non-Conforming Tender means any Tender that is not a Conforming Tender (and includes an Alternative Tender).

Program means the program for completion of the Work submitted with the Tenderer's Tender.

Reference Documents are the documents in a volume with that title included in the Tender Documents.

Site has the meaning given in the Tender Documents.

Tender means an offer submitted in response to the request for offers comprised by these Tender Documents.

Tender Validity Period is the period of 90 days after the Tender Closing Date.

Tender Closing Date is the time and date listed in the Annexure to the Conditions of Tendering.

Tender Documents means the documents described in clause 3.1.

Tenderer means a person who responds to the request for offers comprised by the Tender Documents.

Tender Submission Documents means the forms contained in a volume with that title and appended to the Conditions of Tendering.

Work means all obligations, duties and responsibilities that the successful Tenderer will be required by to perform pursuant to the final form of the Contract with Council (and any incidental work that can reasonably be inferred as necessary or appropriate to complete such work in accordance with the final form of the Contract).

1.2 Interpretation

In these Conditions of Tender, unless the contrary intention appears:

- (a) headings are for ease of reference only and do not affect the meaning of the Conditions of Tender;
- (b) the singular includes the plural and vice versa;
- (c) words importing a gender include other genders;
- (d) the words 'include' and 'including' are to be construed without limitation;
- (e) other grammatical forms of defined words or expressions have the corresponding meaning;
- (f) a word or expression defined in the Corporations Act 2001 (Cth) has the meaning given to it in the Corporations Act 2001 (Cth) when used in the Conditions of Tender;
- (g) a reference to:
 - (i) a clause, schedule or appendix is a reference to a clause, schedule or appendix to the Conditions of Tender and reference to the Conditions of Tender includes schedules and appendices;
 - (ii) a document or agreement includes a reference to that document or agreement as novated, altered or replaced from time to time;
 - (iii) 'A\$', '\$A', 'Dollar' or '\$' is a reference to Australian currency;
 - (iv) natural persons include partnerships, bodies corporate, unincorporated associations and Authorities;
 - (v) a party includes its executors, administrators, successors and permitted assigns;
 - (vi) any legislation or statutory instrument or regulation is construed in accordance with the Acts Interpretation Act 1901 (Cth) or the equivalent state legislation, as applicable;
 - (vii) a day means a period of 24 consecutive hours from midnight;
 - (viii) a week means seven consecutive days commencing and ending at midnight on Sunday; and
 - (ix) a month means a calendar month;
- (h) where a Tenderer comprises more than one person, the Conditions of Tender bind all of them separately and each of them together;
- (i) if the due date for anything to be done under the Conditions of Tender falls on a day that is not a Business Day, then it must be done on the next Business Day;
- (j) the Conditions of Tender are governed by and must be construed in accordance with the laws of Queensland and the parties unconditionally submit to the non-exclusive jurisdiction of the courts of Queensland (and courts of appeal from them); and
- (k) a waiver of any provision or right under the Conditions of Tender:

- (i) must be in writing signed by the party entitled to the benefit of that provision or right; and
- (ii) is effective only to the extent set out in the written waiver.

2 PROJECT INFORMATION

The Works the subject of these Conditions of Tender include, but not necessarily limited to:

Design and Construction of Creek street SPS Upgrade project. Which includes installation of new pump, macerator, switchboard, generator, access roadworks and laying 1200m of sewer rising main.

3 TENDER

3.1 Tender Documents

The Tender Documents comprise the following:

- (a) the Conditions of Tender;
- (b) the Tender Submission Documents;
- (c) the General Conditions of Contract (modified AS4000-1997);
- (d) the Design Documents;
- (e) the Reference Documents;
- (f) the Information Documents;

any other document expressed as forming part of the Tender Documents.

3.2 Interpretation of documents

Where a Tenderer has any doubt as to the meaning of any portion of the Tender Documents it will specify the particular portion and will include a statement of interpretation upon which it has relied in the preparation and submission of its Tender. The Tenderer has an affirmative duty to enquire about and clarify any requirement that the Tenderer reasonably believes may be susceptible to more than one interpretation.

3.3 Council and Council's Contact Person

Council is the Toowoomba Regional Council, 4 Little Street, Toowoomba, Queensland, 4350. Enquiries regarding this Tender may be directed to Council's Contact Person whose details are listed within the Annexure to the Conditions of Tendering.

3.4 Pre-Close of Tender Meeting

A non-mandatory pre close of tender meeting will be held as follows:

Location	On-Site. Creek Street SPS, Cambooya
Date	Monday, 14 September 2020
Time	Commence at 10:00 am Eastern Standard Time (Queensland time) to 1200pm
PPE Required	Safety glasses, safety boots, long sleeve shirts, long pants and safety boots.

3.5 Lodgement requirements

Tenders shall be submitted on the forms provided by the Principal in the Tender Submission Documents. **The closing time and date for tenders is listed in the Annexure to the Conditions of Tendering.**

Tenders shall be submitted by either:

- a) Uploading the tender response online to **Vendor Panel Tenders** at www.vendorpanel.com.au, so as to be **received before the closing time and date for tenders**.

Note: This is the preferred method of tender lodgement.

or

- b) Enclose the tender submission in a sealed envelope, clearly and legibly marked with the Contract Number and delivered by hand or by courier to the:

Tender Box
Toowoomba Regional Council
4 Little Street
TOOWOOMBA QLD 4350

or mailed to the Tender Box (addressed as follows):

Tender Box
Toowoomba Regional Council
P O Box 3021
TOOWOOMBA QLD 4350

so as to be received **before the closing time and date for tenders**.

4 TENDERER TO INFORM ITSELF

4.1 Reference Documents

The Reference Documents have been provided to Tenderers by Council on the basis they will be relied upon by Tenderers to prepare Tenders.

4.2 No other warranty

- (a) Council has endeavoured to ensure that any information given to Tenderers in connection with the Tender is accurate but, except in relation to the Reference Documents and Design Documents, gives no warranty as to the accuracy, sufficiency, completeness or otherwise in relation to that information and disclaims all responsibility for that information.
- (b) The information provided by Council to Tenderers is provided for the convenience of Tenderers and shall not form part of any contract resulting from the Tender unless otherwise specifically agreed.

4.3 Tenderer's obligations

The Tenderer is required to and shall be deemed to have:

- (a) examined the Tender Documents, the Site and its surroundings, and any other information made available in writing by Council, or any other person on Council's behalf to the Tenderer for the purpose of tendering;

-
- (b) examined all information relevant to the risks, contingencies and other circumstances having an effect on the performance of the Work or this Tender and which is obtainable by the making of reasonable enquiries;
 - (c) ascertained the availability of materials for the performance of the Work and made due allowance in its Tender for obtaining all materials required to perform the Work within the period required by the Tender Documents; and
 - (d) satisfied itself as to the correctness and sufficiency of its Tender and that its price covers all costs of all matters and things necessary for the performance of the Work.

If a Tenderer has doubt as to the meaning of any portion of the documents issued by Council for the purpose of tendering, when submitting its Tender, the Tenderer must include a statement of interpretation upon which it relies and on which its Tender has been prepared.

5 CONTENTS OF TENDER

5.1 Submission of Tender

The Tenderer must complete and submit with its Tender all of the requirements of the Tender Documents, including:

- (a) all information called for in the Tender Documents; and
- (b) confirmation of the Tenderer's agreement to enter into a contract with Council in materially the same form and terms as the Contract. Any variations or amendments to the form and terms of the Contract required by the Tenderer shall be specifically drawn to Council's attention.

Failure to submit the required information may lead to the Tender not being considered.

5.2 Format

Tenderer's are required to provide the following:

- One (1) electronic copy (Adobe PDF format) of the Tender Submission Documents

5.3 Late Tenders

A Tender not lodged before the Tender Closing Date will not be considered unless there is satisfactory evidence (in the absolute discretion of Council) that the Tender:

- (a) was delivered to a place nominated by Council for the closing of Tenders, before the Tender Closing Date; or
- (b) was dispatched to a place nominated by Council in sufficient time before the Tender Closing Date, to reach that place under normal circumstances, but was still in the course of delivery at the specified closing time. Stamps from franking machine , postage meters or similar devices will not be accepted by Council as proof of the date of posting of a Tender received after the Tender Closing Date for the receipt of Tenders.

A Tender lodged after the Tender Closing Date may be rejected or excluded from consideration by Council in its absolute discretion.

5.4 Language and units of measurement and standards

The Tenderer must submit all documents forming part of the Tender in the English language and measurements and quantities shall be in units consistent with the provisions of the Weights and Measures (National Standards) Act 1960 - 1966 (Cth) and subsequent amendments.

The Australian Standard Publications referred to in the Design Documents are from the Standards Association of Australia which has an office in each state.

5.5 Goods and Services Tax (GST)

All Tenders must be submitted exclusive of GST.

6 REQUEST FOR CLARIFICATION AND INFORMATION

6.1 Request for clarification

A Tenderer must direct inquiries in writing online to Vendor panel at www.vendorpanel.com.au, to TRC's contact person if the Tenderer:

- (a) has any doubt as to the meaning or intention of the Tender Documents or any document incorporated into the Tender Documents by reference; or
- (b) requires further information to ensure a clear and correct understanding of the nature and extent of a Tenderer's obligations under the Tender Documents.

6.2 Notices to Tenderers

Council's Contact Person will respond to inquiries received from a Tenderer in the form of notice to Tenderers that will be issued to all Tenderers by posting the notice electronically on the vendor panel.

6.3 Communication with Council

The Tenderer must not communicate with any person representing Council, in relation to the Tender, other than Council's Contact Person unless directed to do so by Council's Contact Person.

6.4 Information provided by Council

Notwithstanding clause 6.2, to the extent permitted by law, Council will not be bound by any advice or information furnished to any person in respect of the Tender other than written advice or information provided by Council's Contact Person.

7 CHANGES TO TENDER

Council may amend the Tender Documents or extend the Tender Closing Date at any time before the Tender Closing Date by a revision issued (in the form of a Notice to Tenderers) by Council's Contact Person.

8 VALIDITY OF TENDER

8.1 Acceptance period

A Tender shall constitute an irrevocable offer that is open for acceptance by Council for the Tender Validity Period and thereafter until notice is given by the Tenderer that it has been withdrawn.

8.2 Withdrawal of Tender by Tenderer

Tenders submitted before the Tender Closing Date may be withdrawn before that date by written notice to Council without prejudicing the Tenderer's right to lodge another Tender by the closing date for Tender Closing Date.

In the event of the withdrawal of the Tender prior to the expiration of the Tender Validity Period, the Tenderer shall be liable for all costs, losses or damages suffered by Council by reason of that withdrawal.

8.3 Rise and Fall in Contract Price

Except as expressly provided in the Tender Documents a Tender will not be subject to rise and fall.

9 TENDERING ETHICS

9.1 Communication with other Tenderers

Tenderers must not communicate (verbally or otherwise) or have any arrangement or arrive at any understanding with any other Tenderer or with any employee or of any association of which any of the Tenderers is a member, about any aspect of the Tender and the Tenderer represents and warrants to Council that it has not done so.

9.2 Restrictions on Tenderers

Without limiting clause 9.1, Tenderers must not:

- (a) engage in any discussions or correspondence with any person named in clause 9.1 concerning the rates and sums they propose to tender;
- (b) engage in any collusive tendering with any other Tenderer;
- (c) engage in any conduct, or have any arrangement or arrive at any understanding with, any other Tenderer, which in any way could have the effect of reducing the competitiveness of the tender process for the Work; or
- (d) offer or receive gifts, entertainment, payments, loans or other favours for the purpose of being placed on a short list of Tenderers or to obtain a contract or favourable treatment under a contract.

10 OPENING OF TENDERS

The opening of Tenders will be conducted privately by Council. Tenderers or their agents may not attend the opening of Tenders.

11 EVALUATION OF TENDERS

11.1 General

Each Tender will be assessed on a value basis that gives appropriate consideration to all the information supplied by the Tenderer and other information available to Council.

Principles governing the making of any contract are in accordance with the Local Government Act 2009 (Qld).

11.2 Further Information

After the Tender has been lodged, Council may request the Tenderer to provide information regarding its Tender. The Tenderer must respond promptly to any such request. Any information provided by the Tenderer in response to a request for further information by Council must be in full conformance with the Tender Documents. Any information which is not in full conformance with the Tender Documents may not be considered by Council.

11.3 Interview

Council may require the Tenderer to attend an interview with Council after lodgement of the Tenderer's Tender. If the Tenderer is called to such an interview, the Tenderer must be represented at the interview by appropriate members of its staff who are conversant with all technical, financial and contractual details of the Tenderer. The interview will form part of Council's tender evaluation process.

11.4 Evaluation Criteria

The factors which Council may take into account in any evaluation of tenders include without being limited to those listed within the Annexure to the Conditions of Tendering.

11.5 Weighting

The weighting for the evaluation criteria are listed within the Annexure to the Conditions of Tendering

11.6 Tender Submission Documents

The information provided in the Tender Submission Documents is material to the Tender evaluation and to the assessment of the Tenderer's understanding of and ability to undertake the Work. In particular the proper integration of programme and progress related information with the Tendered Program will be taken as evidence of such understanding and ability.

12 ALTERNATIVE TENDERS

A Tenderer may not submit an Alternative Tender.

13 CONFORMING AND NON-CONFORMING TENDERS

13.1 Content of Conforming Tender

A Conforming Tender may include proposed alternative design solutions which are minor in nature but which the Tenderer considers would add value to Council.

13.2 Council may determine Conforming Tender

Council may determine if a Tender is a Conforming Tender or not, in its absolute discretion.

13.3 Evaluation of Non-Conforming Tenders

Council may, in its absolute discretion, decline to evaluate:

- (a) any Tender that it has determined to be a Non-Conforming Tender; and
- (b) any Non-Conforming Tender that contains insufficient detail to enable Council to properly evaluate it.

13.4 Alternative items

Where the Design Documents stipulates an item to be used and notes 'or approved equivalent', the Tenderer may, at its cost, propose an alternative item. Council may accept the alternative item if the Tenderer can demonstrate to Council's satisfaction that the alternative item is equal or better to the specified item in all areas, including manufacture, operation, maintenance, operational life and cost, service support and spares availability.

The successful Tenderer will be required to warrant that any alternative items meet the performance criteria specified in the Design Documents and are equal in all respects to the specified items.

13.5 No obligation

Council has no contractual or other legal obligation to any Tenderer arising out of the Letter of Invitation to submit a Tender with respect to the consideration, evaluation, acceptance or rejection of any Tender or the failure to consider, evaluate or accept any Tender from the Tenderer.

14 ACCEPTANCE OF TENDERS

14.1 Council not bound

Council is not bound to:

- (a) accept the lowest priced or any Tender;
- (b) give explanations or reasons for accepting or rejecting any Tender; or
- (c) grant an interview to any Tenderer.

14.2 Council's rights

Council reserves the right to:

- (a) award a contract to perform the Work to any of the Tenderers;
- (b) reject all Tenders with or without notice or reasons; and
- (c) if no Tender is accepted, abandon the tender process or proceed in such manner as Council may elect.

14.3 Notification of Acceptance

A Tender is not and will not be deemed to be accepted unless and until Council notifies the Tenderer in writing that the Tender has been accepted.

14.4 Binding Agreement

A binding contract will exist between Council and the successful Tenderer from the date of the letter of acceptance to the successful Tenderer.

15 COSTS TO TENDER

The Tenderer must bear any costs directly or indirectly associated with the preparation of any Tender or any discussions, negotiations or inquiries in relation to a Tender or any work undertaken by a Tenderer after its Tender is submitted.

16 CHANGES TO TENDERERS

Where a Tenderer has two or more members, the Tenderer will be evaluated on the basis of the Tenderer members identified in the Tender.

If a Tenderer changes its corporate structure after the Tender Closing Date, that Tenderer must immediately notify Council of this change in writing. If Council, in its absolute discretion, determines that this change is material, it reserves the right to re-evaluate the Tender or to eliminate the Tenderer from further participation in the Tender process. A Tenderer should (as a minimum) notify

Council of any change to any of the following entities or individuals occurring after the Tender Closing Date:

- (a) any entity that proposes to take a direct equity interest in the Tenderer or a Tenderer member;
- (b) the ultimate parent entity of any entity that proposes to take a direct equity interest of the type mentioned in subclause (a);
- (c) any other entity that is likely to be in a position to exercise control or influence (direct or indirect) over the future management and operation of the Tenderer or a Tenderer member;
- (d) any director, secretary or chief executive of any entity falling within the above paragraphs and any proposed new directors, secretary or chief executive officer; and
- (e) any key project resources identified by the Tenderer as providing a core capability to the Tenderer.

17 TENDERER'S LEGAL OBLIGATIONS

Each Tenderer and each Tenderer member must, in preparing and lodging any Tender, comply with all applicable laws, legal requirements and acceptable probity standards. Without limiting the application of this clause, the Tenderer and each Tenderer member must not:

- (a) collude with, accept any commission from, or offer any commission to any other Tenderer, or member of another Tenderer;
- (b) disclose any part of its Tender (or any draft thereof) to any other Tenderer or member of another Tenderer;
- (c) enter any contract, arrangement or understanding with any Tenderer or member of another Tenderer or any trade, industry or other association with the effect that if the Tenderer enters into a construction contract, a benefit will be conferred on any other party;
- (d) enter any improper or anti-competitive contract, arrangement or understanding with any other person in connection with selection process or the project; or
- (e) offer any incentives, gifts or other favours to any person who is in any way involved with, in a position to influence, or capable of providing technical or other advice to, those who are involved in any way with evaluation of the Tenders.

18 INTELLECTUAL PROPERTY RIGHTS

18.1 Documents submitted

The Tender, complete with all supporting documents, will remain the property of Council.

18.2 Title in Intellectual Property Rights

Intellectual Property Rights and all materials submitted by a Tenderer as its Tender that are not the subject of pre-existing Intellectual Property Rights of third parties are assigned to Council without any requirement for further documentation or writing, on acceptance by Council of its Tender.

18.3 Tenderer's warranty

To the extent that any material submitted by a Tenderer as its Tender is the subject of pre-existing Intellectual Property Rights of third parties, the Tenderer warrants that it is able to procure an assignment of all such Intellectual Property Rights to Council and agrees to obtain such assignment immediately upon acceptance of its Tender.

19 DISCLOSURE OF INFORMATION

19.1 Confidentiality and Right to Information (RTI)

The Tenderer must keep confidential and not:

- (a) disclose to any person; or
- (b) copy, use or otherwise deal with for any purpose, any information regarding the Project, except to the extent:
 - (i) the Tenderer is specifically authorised in writing by Council the information is disclosed to and used by others (who are also bound to keep the information confidential) for the purposes of enabling the Tenderer to prepare an Tender; or
 - (ii) the information is already in the public domain, otherwise than because of a breach by the Tenderer of these confidentially obligations.

Tenderers should note that the Right to Information Act 2009 (Qld) (RTI Act) allows members of the public rights to be given access to certain documents held by public sector bodies (including Council). These access rights are limited by exceptions and exemptions necessary for the protection of the public interest and private and business affairs of persons or organisations in respect of which information is collected and held by the public sector bodies.

All or part of a Tender may be disclosed to third parties if there is a requirement to do so under the provisions of the RTI Act. Any information that is of a confidential nature or concerns the business, professional, commercial or financial affairs of a Tenderer, the disclosure of which could reasonably be expected to have an adverse effect on those affairs, may be exempt from disclosure under the RTI Act and should be marked by the Tenderer as follows:

"RTI ACT – SENSITIVE BUSINESS INFORMATION"

"Confidential to [entity name]

Refer to [name and title of company representative who is claiming exemption]

Telephone [direct telephone number]"

Marking information in the manner stated above will not necessarily prevent disclosure of the matter in accordance with the RTI Act. Any decision to grant access to a document will be determined by the requirements of the RTI Act. Tenderers will not be entitled to make any claim in relation to any actions taken in relation to, or under, the RTI Act.

Prospective Tenderers are also advised that, while the State of Queensland may deal with Tenders held by Council in response to RTI Act requests for access, there may be occasions where an applicant for access exercises a right to seek independent external review of the decisions made.

By submitting a Tender (whether or not it complies in all respects with the Conditions of Tender), a Tenderer undertakes not to apply under the RTI Act for information regarding any Tender by another Tenderer.

19.2 Privacy Act compliance

In relation to any personal information (as defined in the Privacy Act 1988 (Cth) (Privacy Act)) provided by a Tenderer in connection with the Tender, the Tenderer warrants to Council that:

- (a) the Tenderer has obtained the consent of each individual about whom any sensitive information (as defined in the Privacy Act) is provided; and
- (b) the Tenderer has ensured or will ensure, within the time required by the Privacy Act, that each individual about whom any personal information (as defined in the Privacy Act) is

provided has received a written statement setting out all of the matters required by National Privacy Principle 1.3:

- (i) in relation to disclosure of personal information to Council or any of its officers, employees, agents or advisors requiring the information for the purposes set out in subclause (b); and
- (ii) disclosing that persons referred to in subclause (a) will use the personal information for the purposes of reviewing and assessing the Tenderer's Tender.

The Tenderer will comply with the provisions of the Privacy Act in relation to any personal information provided to it by Council or by any of its officers, employees, agents or advisors.

19.3 Return of Tender Documents

On receiving a notice that its Tender has not been accepted or, if a Tenderer is not submitting a Tender, the Tenderer must return all Tender Documents to Council.

20 EXCLUSION OF CLAIMS AGAINST COUNCIL

The Tenderer acknowledges and agrees that:

- (a) Council's only obligations to the Tenderer are those expressly set out in these Conditions of Tender and all conditions, warranties or other obligations which would otherwise apply (by implication of law or otherwise) are excluded to the maximum extent by law;
- (b) it releases Council and its employees, agents and contractors from all claims (whether under the law of tort, contract or otherwise) arising from or in connection with:
 - (i) the Tender Documents (other than the Reference Documents) or any information provided during the ECI Services Phase or other information provided by or on behalf of Council (including due to incompleteness, errors, discrepancies or other inadequacy);
 - (ii) Council exercising any discretions conferred on it by the Conditions of Tender;
 - (iii) any of the matters and things relevant to the work to be performed under any contract resulting from the Tender in respect of which the Tenderer must satisfy itself under the Conditions of Tender;
 - (iv) any costs, expenses or liabilities incurred by the Tenderer in obtaining the Tender Documents (or any other related documents) from Council by email or other electronic means; and
 - (v) any costs, expenses or other liabilities incurred by the Tenderer in preparing or otherwise in connection with the Tender (whether or not a Tender is lodged or accepted by Council) including any costs incurred by the Tenderer in providing any further information or carrying out any further work at the request of Council.

21 NO LEGAL RELATIONSHIP

These Conditions of Tender are not an offer. Except to the extent expressly set out in these Conditions of Tender, no obligations arise from these Conditions of Tender as between:

- (a) any prospective Tenderer or Tender member; and
- (b) Council or any of its officers, employees or advisors.

No binding contract whatsoever will be taken to have been entered into in respect of these projects until such time as a construction contract has been executed by the parties.

ANNEXURE TO CONDITIONS OF TENDERING

Contract No.	WT63-19/20, Design and Construction of Creek Street SPS Upgrade Project	
Contract Type	Lump Sum	
Contract Location	As described within the Contract Documents	
Council's Contact Person	Name: Shabbirul Mujib Position: Senior Engineer Water Project Services Email: shabbirul.mujib@tr.qld.gov.au	
Tender Closing Date and Time	Tuesday, 29 September 2020 2:00pm Eastern Standard (Queensland) Time	
Tender Evaluation Criteria	Price Criteria	Weighting
	Tender Price, risk adjusted, incorporating: <ul style="list-style-type: none"> - estimated commercial risk to Council resulting from any conditions on which the tender is based; and - estimate of other costs to Council resulting from any conditions on which the tender price is based. 	50%
	Price Criteria	Weighting
	Local Supplier	10%
	Non-price Criteria	Weighting
<ul style="list-style-type: none"> - Previous related experience and performance in similar projects for the tendering organisation, proposed personnel and design consultants. - Proposed methodology in performance of the works, including aspects of design, quality, environment, safety and stakeholder engagement. - Organisational structure and the availability, experience and commitment of key personnel 	10% 20% 10%	

Local Supplier Criteria

A local supplier is a supplier which:

- is beneficially owned by persons who are residents or rate payers of the Toowoomba Regional Council area;
- has its principal place of business within the Toowoomba Regional Council area; or
- otherwise has a place of business within the Toowoomba Regional Council area of which solely or primarily employs persons who are residents or rate payers of the Toowoomba Regional Council area.

A non-local supplier is a supplier which is not a local supplier.