



Invitation to Tender Bedourie Tourist Park

**KING &
COMPANY**
— SOLICITORS —

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Invitation to Tender

PART 1 INTERPRETATION OF PROVISIONS

1.1 General Provision

Unless:-

- (1) the context otherwise requires; or
- (2) a contrary intention appears,

this Invitation is to be interpreted by reference to the subsequent provisions of this Part 1.

1.2 Definitions

Each of the following expressions bears the meaning shown opposite:-

Acceptance Notice	A notice in or substantially in the form in Annexure 1.
Annexure	A numbered annexure to this Invitation.
Business Day	A day, other than a Saturday, Sunday or public holiday, upon which banks are open for business in the locality to which a notice pursuant to this Invitation is to be sent.
Clause	A clause, sub-clause or paragraph of this Invitation.
Closing Time	4:30pm, Friday 31 January 2025.
Completed Management Agreement	The Draft Management Agreement completed by the insertion of the details listed in Clause 7.8.
Completed Lease	The Draft Lease completed by the insertion of the details listed in Clause 7.7.
Conditions	The conditions contained in this Invitation, governing the tender process for entry into the Contracts.
Confidential Information	<p>Any technical, commercial or other information, ideas, concepts, know-how, data, drawings, specifications or designs of any kind:-</p> <ol style="list-style-type: none">(1) owned by Council and supplied or made available by Council to the Tenderer; or(2) created by the Tenderer, from the Council-owned material supplied or made available to it, for the purpose of submitting the Tender.
Confirmation Report	<p>In relation to a facsimile transmission:- a transmission confirmation report produced by the sender's facsimile machine, which report:-</p> <ol style="list-style-type: none">(1) contains the identification code of the intended recipient's facsimile machine; and(2) indicates that the transmission was received without error.

Contracts	<p>The formal agreements between Council and the Tenderer under which:-</p> <ol style="list-style-type: none"> (1) the Property is leased by Council (as Lessor) to the Tenderer (as Lessee) on the terms of the Completed Lease and the information submitted by the Tenderer in and with the Tender; and (2) management of the Property is transferred by Council to the Tenderer (as Manager) on the terms of the Completed Management Agreement and the information submitted by the Tenderer in and with the Tender.
Council	Diamantina Shire Council.
Councillor	An elected member of Council serving at any relevant time.
Draft Management Agreement	The form of management agreement in Annexure 2.
Draft Lease	The form of lease contract in Annexure 3.
Invitation	This Invitation to Tender document (incorporating the conditions governing the submission of Tenders).
Invitation to Tender	See Invitation.
Liaison Officer	<p>Either:-</p> <ol style="list-style-type: none"> (1) the person from time to time nominated by Council to liaise on Council's behalf with interested parties in relation to the Tender (as at the date of this Invitation – Scott Mason); or (2) if nobody is nominated, Council's Chief Executive Officer.
Local Government Act	<i>Local Government Act 2009.</i>
Part	A numbered part or division of this Invitation, other than an Annexure, containing 1 or more Clauses.
Property	The improvements and land situated at Nappa Street, Bedourie QLD, on the land described as Lot 2 on SP 297079, Title Reference 51197200.
Relevant Person	The Tenderer and each person engaged upon the preparation of a Tender on behalf of the Tenderer.
RTI Act	<i>Right to Information Act (2009) (Qld)</i>
Specification	<p>The combination of:-</p> <ol style="list-style-type: none"> (1) this Invitation; and (2) the Draft Lease; (3) the Draft Management Agreement; and (4) the Tender form.

Tender	A tender lodged in response to this Invitation for Tender.
Tender Form	The tender form comprising Annexure 4.
Tenderer	Any person lodging a Tender.

1.3 Grammatical Similarities

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

1.4 Miscellaneous References

Reference to:-

- (1) the singular includes the plural, and vice versa;
- (2) a gender includes each other gender;
- (3) a person includes a corporation, and vice versa;
- (4) money is a reference to Australian dollars and cents;
- (5) a time of day is a reference to Australian eastern standard time; and
- (6) writing is a reference to reproduction of words, figures, symbols and shapes in visible form, including print, type, lithograph, facsimile and photocopy.

1.5 Headings

The index, headings and footnotes:-

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

1.6 Specification

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

1.7 Warranty of Authority

Each person signing the Tender:-

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

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

1.8 Severance

If:-

- (1) any provision of this Invitation or the Contracts is void, voidable, illegal or unenforceable; or
- (2) the Contracts would be void, voidable, illegal or unenforceable unless a particular provision were deleted from them or from this Invitation,

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

1.9 Governing Law

The laws of Queensland govern this Invitation, and will govern the Contracts.

PART 2 INVITATION TO TENDER

2.1 Invitation

The Invitation to Tender is not an offer. Council invites tenders for the sale of the Property upon the terms and conditions of the Contracts.

PART 3 THRESHOLD ISSUES

3.1 Tenderer's Warranties

Before submitting its Tender, each Tenderer must:-

- (1) read carefully and consider the Specification and any other information made available by Council concerning the Contracts and the process of tendering for the Contracts; and
- (2) read and consider all information relevant to the risks, contingencies and other circumstances relevant to the Tender; and
- (3) examine all relevant physical characteristics, and in particular:-
 - (a) the state of repair of the building on the Property;
 - (b) the characteristics of the utility services which currently provide utilities to the Property;
- (4) not rely upon information provided by or on behalf of Council; and
- (5) independently verify information provided by or on behalf of Council, and satisfy itself that the information is adequate and accurate.

3.2 Additional Information

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

- (2) Council draws particular attention to, and the Tenderer acknowledges, the following clauses of the Contracts:
- (a) clause 6.5 (Usage Fees) of the Management Agreement, which allows Council to determine the maximum fees that the Tenderer (as Manager), but only insofar as those fees are not set at an undervalue;
 - (b) clause 9.21 (Inventory) of the Management Agreement and the affixed Appendix of inventory owned by Council (including the listed property and equipment to be removed by Council prior to the commencement date of the Management Agreement);
 - (c) clause 9.38 (Existing Bookings) of the Management Agreement, whereby the Tenderer must use its best endeavours to fulfil existing bookings and whereby the parties will make a pro-rata adjustment between themselves for any booking commencing prior to the commencement date of the Management Agreement and ending thereafter; and
 - (d) clause 9.39 (State Funding Agreement) of the Management Agreement, and clause 6.1 of the Lease which require the Tenderer to use the Facility/Premises as a short stay accommodation lodge and not interfere with the intended use of any rooftop solar generation equipment installed on the Facility/Premises under the State Funding Agreement.

3.3 Liaison with Council

- (1) The Tenderer must pursue with the Liaison Officer whatever enquiries or dialogue the Tenderer wishes to pursue with Council concerning the Tender.
- (2) The Tenderer must not direct enquiries to, or seek to discuss the Tender process with, a Councillor or a Council officer other than the Liaison Officer.

3.4 Inspection of Property

Without limiting the effect of Clause 3.2, the Tenderer may inspect the Property only by appointment with the Liaison Officer.

3.5 Prohibited Approaches

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

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

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

3.6 Amendment of Draft Documents

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

- (1) the Tender submitted by the Tenderer will be deemed submitted on the basis of the amended documents; and
- (2) the Tender will be, and will be treated as, a Tender conforming with this Invitation.

3.7 Evidence of Amendment

No amendment under Clause 3.6 will be effectual unless:-

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

3.8 Alternate Amendment of Draft Documents

The Tenderer may request an amendment to the Draft Lease or Draft Management Agreement by specifying particulars of the amendment in the Tender, and if Council agrees to the Tenderer's request:-

- (1) the Tender submitted by the Tenderer will be deemed submitted on the basis of the amended document; and
- (2) the Tender will be, and will be treated as, a Tender conforming with this Invitation.

3.9 Evidence of Amendment

No amendment under Clause 3.8 will be effectual unless:-

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

3.10 Tenderer Reliance

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

3.11 Alteration of Specification

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

3.12 Invitation to Amend Tender

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

3.13 Council Reliance

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

3.14 Inaccurate Warranties

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

3.15 Tenderer's Expenses

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

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

3.16 Commissions / Incentives

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

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

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

PART 4 CONTENT OF TENDER**4.1 Tender Form**

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

4.2 Details of Tenderer

- (1) If the Tenderer is a natural person, the Tender must contain the Tenderer's:-
 - (a) full name;
 - (b) Australian Business Number (if applicable);
 - (c) email address;
 - (d) telephone number; and
 - (e) address for service of notices.

- (2) If the Tenderer is a corporation, the Tender Form must contain details of:-
- (a) the name of the corporation;
 - (b) the corporation 's business name (if applicable);
 - (c) the corporation 's Australian Business Number;
 - (d) the full name and address of each director of the corporation;
 - (e) the full name and address of each major shareholder of the corporation;
 - (f) the address of the corporation's registered office;
 - (g) the address of the corporation's principal place of business;
 - (h) the corporation's address for service of notices;
 - (i) the name, telephone number, email address and address (if different from the address for notices) of the natural person authorized by the corporation to represent it in relation to the Tender.

PART 5 SUBMISSION STAGE

5.1 Submission of Tender

The Tender must be lodged with Council in the following manner:-

- (1) two hard copies by personal delivery or by post; and
- (2) in a securely sealed envelope, addressed:-

“Chief Executive Officer
Diamantina Shire Council”,

and clearly marked:-

“Bedourie Tourist Park

CONFIDENTIAL TENDER – DO NOT OPEN”

5.2 Personal Delivery

If delivered personally, the Tender must be placed in the box marked, “Tender Box”, in the reception foyer of Council's office at 17 Herbert Street, Bedourie.

5.3 Postal Delivery

If not delivered personally, the Tender must be posted to Council, addressed to:-

“17 Herbert Street
BEDOURIE, QLD 4829”.

5.4 Non-conforming Delivery

Council may decline to consider a Tender delivered other than in accordance with this Part 5.

[Example:-- A Tender forwarded by facsimile transmission or electronic mail].

5.5 Non-conforming Tenders

- (1) If a Tenderer submits a non-conforming Tender by personal delivery or by post:-
 - (a) it must submit the non-conforming Tender in an envelope separate from its conforming Tender; and
 - (b) mark the non-conforming Tender clearly:-- "ALTERNATIVE TENDER" (in addition to marking it in conformity with Clause 5.1(1)).
- (2) A Tenderer may lodge non-conforming Tenders only if it has lodged a conforming Tender.
- (3) A clear summary of all its points of difference from the conforming Tender must accompany the non-conforming Tender.

5.6 Closure of Tenders

Tenders must be delivered to Council by the Closing Time.

5.7 Extension of Closing Time

Council may extend the Closing Time at its discretion.

5.8 Revocation of Offer

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

5.9 Unilateral Amendment

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

5.10 Receipt of Late Tenders

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

5.11 Opening of Tenders

Council will not open Tenders publicly.

PART 6 EVALUATION STAGE**6.1 Status of Tender (Offer to enter Contracts)**

Submission of the Tender constitutes an offer to Council by the Tenderer, to purchase the Property and upon the collective terms of:-

- (1) these Conditions; and
- (2) the Tender; and
- (3) the Completed Lease and Completed Management Agreement.

6.2 Deemed Withdrawal of Tender

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

6.3 Principal Evaluation Criteria

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

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

6.4 Additional Evaluation Criteria

In addition to those in section 104(3) of the *Local Government Act*, Council's evaluation criteria will include:

- (1) whether or not the Tenderer is a resident of Council's local government area; and
- (2) whether or not the Tenderer already holds tenure over another parcel of Council land.

6.5 Evaluation Process

In evaluating Tenders, Council may:-

- (1) conduct interviews with the Tenderer;
- (2) investigate the Tenderer's structure and management, and
- (3) make its own assessment of the Tenderer's ability to perform the Contract.

6.6 Co-operation with Evaluation Panel

- (1) If requested by Council, the Tenderer must give the members of Council's evaluation panel all co-operation and assistance they reasonably request, to facilitate consideration of its Tender.
- (2) In particular, the Tenderer must;
 - (a) comply promptly with requests from Council for material or information additional to what is in the Tender;
 - (b) authorise Council (in writing, if required) to obtain information about the Tenderer,

6.7 Clarifications and Variations

- (1) Council may issue to Tenderers before Closing Time:-
 - (a) additional information; and
 - (b) information clarifying or correcting information previously provided,to assist them in preparing their Tenders.
- (2) After Closing Time, Council may (without limiting its options):-
 - (a) request clarification or further information from any Tenderer;

- (b) invite all Tenderers to change their Tenders in response to an alteration to the Specification and the Draft Lease and Draft Management Agreement; and
- (c) negotiate with a Tenderer upon any aspect of its Tender.

6.8 Consideration of Tender (Council Entitlements)

The Tenderer acknowledges and accepts that:-

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

PART 7 ACCEPTANCE STAGE

7.1 Acceptance of Tender

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

7.2 Delivery of Acceptance

The Acceptance Notice may be:-

- (1) delivered personally to the Tenderer at the Tenderer's address in the Tender;
- (2) forwarded by post or facsimile transmission to the Tenderer at the Tenderer's address in the Tender; or
- (3) emailed to the Tenderer's email address in the Tender.

7.3 Time of Receipt

The Acceptance Notice will be deemed received by the Tenderer:-

- (1) (if delivered personally) at the time of delivery;
- (2) (if posted) at 5.00pm on the 2nd Business Day after the date of posting (if transmitted by facsimile) at the time specified in a Confirmation Report;
- (3) (if emailed) at the time specified on a delivery receipt, if the receipt discloses that the transmission was received before 5.00pm.

7.4 Formation of Contract

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

7.5 Execution of Contract by Tenderer

The Tenderer must be ready and available to execute the Contracts, including, for the avoidance of doubt, the Completed Lease and Completed Management Agreement within three Business Days after it receives the documents for the Contracts from Council.

7.6 Entire Agreement

The Contract will comprise the entire agreement between:-

- (1) Council and the Tenderer; and
- (2) where applicable, the Council and the Guarantor.

7.7 Completed Lease Documentation

Council must complete the Reference Information in the Draft Lease to contain:

- (1) the name, address, email and facsimile number of the Tenderer as the name, address, email and facsimile number of the Lessee in Item A;
- (2) the name, address, email and facsimile number of any Guarantor(s) in Item A;
- (3) the Commencement Date and Expiry Date in Item C (noting that the Term is to be for 3 years);
- (4) the Commencing rent at Item D; and
- (5) the Form / Type of any proposed security at Item G.

7.8 Completed Management Agreement Documentation

Council must complete the Reference Information in the Draft Management Agreement to contain:

- (1) the name, address, email and facsimile number of the Tenderer as the name, address and facsimile number, of the Manager in Item 2;
- (2) the name, address, email and facsimile number of any Covenantor in Item 2;
- (3) the commencing and expiry date of the Term (which must align with the Lease) and Management Fee in Item 3;
- (4) the name of the Manager in clause 2.2 (which must be name of the Tenderer);
- (5) the Commencement Date and name of the Manager in clause 3.4 (Glossary);
- (6) the Commencement Date and Expiry Date in clause 5.1; and
- (7) the Management Fee in clause 6.1(1).

7.9 Submission of Contracts for Execution

After formation of the Contracts, Council will deliver or post to the Tenderer the Completed Lease and Completed Management Agreement, in duplicate (completion to be consistent with the accepted Tender).

7.10 Receipt of Completed Contract

Those items the subject of Clauses 7.7 and 7.8 will be deemed received by the Tenderer:-

- (1) if delivered, on the day of delivery; and

- (2) if posted, on the 2nd Business Day after posting.

7.11 Execution of Contract

- (1) Within 3 Business Days after receipt of the items the subject of Clauses 7.7 and 7.8, the Tenderer must return to Council the Completed Lease (in duplicate) and Completed Management Agreement (in duplicate), properly executed by the Tenderer.
- (2) Council will execute the Completed Lease (as Seller) and Completed Management Agreement (as Council) promptly after the Tenderer complies with Clause 7.11(1).

PART 8 RIGHT TO INFORMATION

8.1 Impact of *RTI Act*

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

8.2 Identification of Confidential Tender Material

Where a Tender contains:-

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

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

8.3 Disclosure of Tender Information by Council

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

8.4 Publication of Tender Information

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

PART 9 CONFIDENTIAL INFORMATION**9.1 Maintenance of Confidentiality**

The Tenderer:-

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

9.2 Council Consent to Disclosure

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

9.3 Survival of Obligations

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

9.4 Reservation of Council Entitlements

- (1) Council reserves the entitlement to:-
 - (a) retrieve from a Relevant Person any Confidential Information held by that person, subject to Council having notified the Tenderer in writing that the Relevant Person is to be denied access to the Confidential Information;
 - (b) supply Confidential Information to any person; and
 - (c) deny access to Confidential Information, or refuse consent for its disclosure, to any person, including a Relevant Person.
- (2) Failure or delay by Council in:-
 - (a) enforcing strict compliance with this Part 9; or

- (b) pursuing a remedy under the Part,
- will not constitute a waiver or implied variation of the entitlement or remedy.

9.5 Exempt Material

Where the Tenderer can establish that:-

- (1) any item of Confidential Information has been transferred to the public domain through no fault of the Tenderer;
- (2) any item of Confidential Information was:-
 - (a) already in its possession when it was supplied or made available by Council; and
 - (b) not acquired directly or indirectly from Council;or
- (3) it has received from Council written notification that Council no longer requires the Tenderer to keep a specified item confidential,

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

PART 10 MISCELLANEOUS

10.1 Benefit of Conditions

The Tenderer acknowledges that:-

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



ANNEXURE 1

[Acceptance Notice]

Attached to this page is a copy of the Acceptance Notice.

ANNEXURE 2

[Draft Management Agreement]

Attached to this page is a copy of the Draft Management Agreement

ANNEXURE 3

[Draft Lease]

Attached to this page is a copy of the Draft Lease

ANNEXURE 4

[Tender Form]

Attached to this page is a copy of the Tender Form