



# **PART 1**

## **CONDITIONS**

### **INVITATION FOR TENDER**

<b>TENDER:</b>	Lease of Hangar 1 Emerald Airport Lot 1 on SP232340
<b>CLOSING TIME:</b>	5:00PM – 19 May 2022
<b>TENDER NUMBER:</b>	2022T283C

**Read and keep this part**



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## 1. Definitions

For the purposes of this Tender, the following terms have been used and have the following meaning in relation to the Tender Document:

<b>‘Addenda’ ‘Addendum’</b>	means any document issued by Council pursuant to Clause 4.5 of the Conditions of Tender.
<b>‘Closing Time’</b>	means 5.00pm 19 May 2022 Australian Eastern Standard Time.
<b>‘Conditions of Tender’;</b>	means those conditions comprising of Part one of the Tender Documents
<b>‘Confidential Information’</b>	means any technical, commercial or other information, ideas, concepts, know-how, data, drawings, specifications or designs of any kind: <ul style="list-style-type: none"> <li>(a) owned by the Principal and supplied or made available by the Principal to the Respondent; or</li> <li>(b) created by the Respondent, from the material supplied or made available to the Respondent by the Principal for the purposes of lodging the Submission.</li> </ul>
<b>‘Contact Person’</b>	means Salomon Kloppers, Manager Airport, available on (07) 4980 4955 or <a href="mailto:skloppers@chrc.qld.gov.au">skloppers@chrc.qld.gov.au</a> .
<b>‘Council’</b>	means the Central Highlands Regional Council.
<b>‘Day’</b>	means calendar day.
<b>‘GST’</b>	means the goods and services tax under the GST Act.
<b>‘GST Act’</b>	means <i>A New Tax System (Goods and Services Tax) Act 1999</i> and includes other GST related legislation.
<b>‘Invitation of Tender’</b>	Means this Invitation to Tender document including any amendments or additions issued.
<b>‘Lease’</b>	means the Lease described in this Request for Tender, specifically, Part 3 – Lease.  Includes: <ul style="list-style-type: none"> <li>(a) Acts, regulation, laws, local laws, by-laws and ordinance;</li> <li>(b) Orders, awards, Codes and proclamations of any Government Agency having jurisdiction in the country, state or territory in which the matters have subject of the Agreement or any part of it are being carried out and the requirements of any other relevant Government Agency.</li> <li>(c) Certificates, licenses, consents, permits, approvals, orders or industrial awards of any Authority and requirements of organizations having jurisdiction in connection with the performance of the Services and any Supporting Operations.</li> <li>(d) Fees and charges payable in connection with paragraphs (a) to (c).</li> </ul>
<b>‘Legislative Requirements’</b>	
<b>‘Letter of Acceptance’</b>	means a letter from Council to the successful Respondent pursuant to Clause 17 of these conditions and is not constituted or comprised by notice given, communicated or delivered by another means, including any other Council correspondence, publication, minute or resolution in relation to acceptance of a Tender or award of Contract.

<b>‘Local Government’</b>	means a local government for a local government area described by regulation under the <i>Local Government Act 2009</i> .
<b>‘Personal Information’</b>	has the meaning given in the <i>Information Privacy Act 2009</i> .
<b>‘Principal’</b>	means Central Highlands Regional Council.
<b>‘Relevant Person’</b>	means the Respondent and each person engaged in the preparation of a Submission on behalf of the Respondent.
<b>‘Respondent’</b>	means any person lodging a Submission.
<b>‘Respondent’s Submission Form’</b>	means the Respondent’s Submission Form comprising Part 4 of the Request for Tender.
<b>‘RTI Act’</b>	means the <i>Right to Information Act 2009</i> .
<b>‘Schedules’</b>	means the documents and schedules included in Parts 3 and 4 of this Invitation to Tender including those required to be completed by the Tenderer and submitted with its Tender.
<b>‘Specification’</b>	means the Specification comprising Part 2 of the Tender, including any amendment or addition to the Specification.
<b>‘Statement of Departures’</b>	means any statement created by the Tenderer pursuant to Clause 17 of these Conditions of Tender, identifying any proposed departures to the requirements described in the Tender Documents including Part 3.
<b>‘Submission’</b>	means a Respondent’s Submission Form duly completed by the Respondent, including any templates or attachments to be completed and included in the Submission, and lodged in response to this Tender.
<b>‘Tender’</b>	means any Tender submitted by a Tenderer in response to the Invitation to Tender in accordance with the Tender Documents.
<b>‘Tenderer’</b>	means the person, company or the entity offering to perform the obligations of the Lease via their Tender.
<b>‘Tender Criteria’</b>	means the criteria to be met by the Tenderer as set out within Clause 12 of these Conditions of Tender.
<b>‘Tender Documents’</b>	has the meaning given to it in clause 4.1 of this Invitation to Tender, and without limitation, includes this Invitation to Tender.

## 2. Interpretation

In this Invitation to Tender:

- 2.1. The singular includes the plural and vice versa and a gender includes all other genders.
- 2.2. A reference to a party is to be construed as a reference to a party to this Invitation to Tender and includes its successors and permitted assigns.

- 2.3. A reference to an item in a clause, schedule, annexure or appendix is a reference to an item in a clause or schedule, annexure or appendix to this Invitation to Tender and reference to this Invitation to Tender include its schedules and any annexures.
- 2.4. Where a word or phrase is given a particular meaning, other parts of speech or grammatical forms of that word or phrase have corresponding meanings.
- 2.5. A reference to a document or agreement including this Invitation to Tender includes a reference to that document or agreement as amended, novated, supplemented, varied or replaced from time to time.
- 2.6. In the interpretation of this Invitation to Tender, headings are to be disregarded.
- 2.7. A reference to legislation or to a provision of legislation (including subordinate legislation) is to the legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it.
- 2.8. The words 'including' and 'includes' and any variants of those words, will be read as if followed by the words 'without limitation'.

### 3. General

#### 3.1. Introduction

Central Highlands Regional Council is pleased to offer the opportunity to tender for a three (3) year lease of Hangar 1 located at the Emerald Airport.

#### 3.2. Timetable

The following timetable is indicative only and may be amended at any time in the absolute discretion of the Council:

ACTION	TIME / DATE
Tender Release (date the Invitation to Tender was advertised)	22 April 2022
Tender Closing Time	5:00pm 19 May 2022
Finalisation of the Evaluation Process	3 June 2022

### 4. Structure of Request for Tender

- 4.1. The documents comprising the Invitation to Tender are, collectively:
  - (a) Part 1: Invitation to Tender / Conditions (read and keep this part).
  - (b) Part 2: Specification (read and keep this part).
  - (c) Part 3: Draft Lease (read and keep this part).
  - (d) Part 4: Respondent's Submission form (complete and lodge this part).
- 4.2. All part of the Invitation to 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 priority from document (a) to (d) as follows:

- (a) Invitation to Tender/ Conditions.
  - (b) Draft Lease.
  - (c) Specification.
  - (d) Respondents Submission Form.
- 4.3. The Invitation to Tender is not an offer. The Invitation to Tender is an invitation for persons to submit an offer for the Invitation to Tender as outlined within the Specification.
- 4.4. The Tenderer has no right or entitlement for time or financial compensation whatsoever (including, without limitation) to a claim of economic loss or loss of opportunity arising from or with respect to or by reason of any error, omission, or misrepresentation (express or inferred) in the Invitation to Tender.
- 4.5. Council reserves the right to amend the Invitation to Tender in any way, at any time before the Invitation to Tender Closing time, by issue of Addenda. Council will issue any Addendum in the same manner that this Invitation to Tender was issued. Respondents are to acknowledge the receipt of each Addendum in their Submission.

## **5. Briefing / Site Visit**

- 5.1. A full site inspection may be held by appointment only.
- 5.2. Should a full site inspection be requested, it must be requested through the Contact Person.
- 5.3. A site inspection without raising a request through the Contact Person may be considered a non-compliance under this Invitation to Tender.

## **6. Obtaining Information**

- 6.1. The Principal will, make the Invitation to Tender available to the Respondent.
- 6.2. Any additional information required by a Respondent may be obtained from the Contact Person.
- 6.3. Respondents must not direct requests for information to, or seek to discuss the tender process with, any Councillor or officer of the Principal other than the Contact Person.
- 6.4. The Principal will not be bound by any advice or information furnished by a Councillor or officer of the Principal with respect to the Invitation to Tender.
- 6.5. Information provided to the Respondent by or on behalf of the Principal:
  - (a) Will be provided for the convenience of the Respondent only, and, unless expressly incorporated into the Contract, will not form part of the Contract; and
  - (b) Is not warranted or represented by the Principal as accurate, correct or adequate.

- 6.6. If the Principal makes information available to a Respondent, the Principal reserve the right to distribute the information to each Respondent who has obtained a copy of the Invitation to Tender from the Principal.
- 6.7. If requested by the Principal, the Respondent must:
- (a) Provide further information relating to the submission; and
  - (b) Give a presentation at a time and place nominated by the Principal:
    - (i) To demonstrate the Respondents financial substance, technical capabilities and resources; and
    - (ii) In relation to anything else relative to the Submission; and
  - (c) Authorise the Principal and its agents (in writing, if required) to contact any referee nominated by the Respondent.
- 6.8. The Principal may provide information to respondents in electronic format or hard copy format.
- 6.9. Where there is an inconsistency between the information in the electronic format and the hard copy information, the former prevails.

## 7. Responsibilities of Respondent

- 7.1. Before lodging its Submission, each Respondent must:
- (a) carefully read and consider the Invitation to Tender and any other information made available by the Principal with respect to the tender and the process of responding to the Invitation to Tender; and
  - (b) read and consider all information relevant to the risks, contingencies and other circumstances relevant to the Invitation to Tender; and
  - (c) inform itself of the nature of the obligations it must discharge under the Invitation to Tender; and
  - (d) not rely upon information provided by or on behalf of the Principal; and
  - (e) independently verify any information provided by or on behalf of the Principal, and satisfy itself that the information is adequate and accurate; and
  - (f) satisfy itself that the information in its Submission is accurate and complete; and
  - (g) satisfy itself that its Submission complies in all respects with the requirements of the Invitation to Tender.
- 7.2. In evaluating Submissions and determining which Respondents (if any) will be included on the shortlist, the Principal will rely upon Respondents having complied with the requirements of Clause 7.1.
- 7.3. Failure to comply with any requirement in Clause 7.1 will not relieve the relevant Respondent of responsibility to complete the Contract in accordance with its terms, and the price of rate tendered by the Respondent.
- 7.4. The Principal will not be responsible for the payment of any expenses or losses incurred by the Respondent in:
- (a) attending any briefing or site inspection under Clause 5;

- (b) preparing and lodging its Submission;
  - (c) participating in any post Submission activities; or
  - (d) responding to any invitation to tender issued by the Principal to Respondents on the shortlist.
- 7.5. A Submission will not be considered if the Respondent or anybody on its behalf offers or gives anything to:
- (a) any Councillor of the Principal; or
  - (b) any officer or agent of the Principal,
  - (c) as an inducement or reward that could influence the actions of the person in relation to the Submission.

## 8. Formal Requirement

- 8.1. The Submission must be lodged:
- (a) In writing in the form of the Respondent's Submission form.
- 8.2. The Respondent's Submission Form must be fully completed, and include all supporting documents and materials required by both the tender and the Respondent's Submission Form.
- 8.3. The Respondent's Submission Form must contain the Respondent's:
- (a) full name; and
  - (b) Australian Business Number (if applicable); and
  - (c) Address, email and facsimile number for the service of notices.
- 8.4. If the Respondent operates as a firm, the Respondent's Submission Form must contain:
- (a) the full names and addresses of each member of the firm; and
  - (b) the business name under which the firm trades; and
  - (c) the firm's address, email and facsimile number for the service of notices; and
  - (d) the firm's Australian Business Number.
- 8.5. If the Respondent is a corporation, the Respondent's Submission Form must contain details of the corporation's:
- (a) name;
  - (b) business name (if applicable);
  - (c) Australian Business Number;
  - (d) registered office;
  - (e) address, email and facsimile number for the service of notices; and
  - (f) 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 Submission.
- 8.6. If the Respondent is a consortium or a joint venture, the Respondent's Submission Form must contain details of:

- (a) the name of each member; and
  - (b) the structure of the consortium or joint venture, including the proposed managerial structure; and
  - (c) the role to be played by each member in the context of the project identified in the Submission; and
  - (d) in the case of a consortium, the member who is to be the principal contractor on behalf of the consortium.
- 8.7. The Respondent's Submission Form must be duly executed in a manner that binds the Respondent.
- 8.8. The identity of the Respondent is fundamental to the Principal. For the purposes of a Respondent's Submission, the Respondent is the person, persons, corporation or corporations:
- (a) who is named as the Respondent in the Respondent's Submission Form; and
  - (b) who has duly executed the Respondent's Submission Form in a manner that binds the Respondent.
- 8.9. Prices tendered shall be in Australian currency.

## **9. Conforming and Non-Conforming Submissions**

- 9.1. A Submission must be considered as non-conforming, and the Principal will not consider the Submission, if the Submission is not lodged:
- (a) by the Closing Time.
- 9.2. A Submission may be considered as non-conforming if the Respondent has failed to supply any of the information required by the Invitation to Tender, does not comply with any of the requirements of the Request for Tender or has been lodged subject to any condition or qualification.
- 9.3. Subject to clause 9.1, the Principal will not be obliged to consider any Submission that does not comply with the requirements of the Invitation to Tender.

## **10. Lodgment of Submission**

- 10.1. Each Submission must be lodged by the Closing Time.
- 10.2. The Principal may extend the Closing Time at its discretion.
- 10.3. A Respondent must not alter or add to the Respondent's Submission Form unless required by the tender.
- 10.4. A Submission is irrevocable for 90 days after the Closing Time.
- 10.5. The period in Clause 10.4 may be extended by mutual agreement between the Respondent and the Principal.

## **11. Opening of Submissions**

- 11.1. Submissions will be opened after the Closing Time.

## 12. Submission Evaluation Process

- 12.1. Evaluation of Tenders will be generally in accordance with the requirements of the *Local Government Act 2009* (Qld) and other applicable Legislative Requirements. Section 104 of the *Local Government Act 2009* requires Council to have regard to the following principles:
- (a) Value for money.
  - (b) Open and effective competition.
  - (c) The development of competitive local business and industry.
  - (d) Environmental protection.
  - (e) Ethical behavior and fair dealing.
- 12.2. Each Submission will be evaluated using the information provided within the Respondent's Submission Form.
- 12.3. If a Respondent's Submission Form for a Submission is not fully completed or does not include all supporting documents and materials required by the Invitation to Tender or the Respondent's Submission form, the Submission may be rejected.
- 12.4. If the Respondent's Submission Form for a Submission is not fully completed or does not include all supporting documents and materials required by the Invitation to Tender or the Respondent's Submission Form, the Submission may be rejected.
- 12.5. Submissions meeting the above mandatory requirements at clause 12.4 will then be evaluated using the criteria listed below. Without limitation to the Principal's rights under any provision of this Invitation to Tender, the Principal may change any criteria set out or referred to in this clause 12.6 at any time.
- 12.6. Respondents are required to supply sufficient substantive information to allow the Principal to make a considered evaluation of the Tender submissions noting that the Tenders will be assessed according to the following:

Criteria	Weighting
<b>Quantitative Elements</b>	
<b>Price and Value for Money:</b> Rent offered.	40%
<b>Qualitative Elements</b>	
<b>Local Preference:</b> In your submission, please select which one best suit your circumstances <ul style="list-style-type: none"> <li>• The Respondent's business is located within the Central Highlands Regional Council area.</li> <li>• The Respondent's business is located within Central Queensland but outside the Central Highlands Regional Council area.</li> <li>• The Respondent's business is in Queensland.</li> </ul>	10%

<ul style="list-style-type: none"> <li>The Respondent's business is located outside Queensland.</li> </ul>	
<b>Capability:</b> Acceptance of the lease as set out in Part 3.	50%

- 12.7. In evaluating Submissions, the Principal may:
- Require presentations from the Respondent.
  - Conduct interviews with the Respondent's staff and sub-contractors.
  - Contact the referees of the Respondent.
  - Investigate a Respondent's structure and management, and that of any relevant subsidiary or related corporation.
  - Make its own assessment on the Respondent's ability to implement the Submission of the Respondent at the price (if any) indicated in the Respondent's Submission form.
  - Verify that the Respondent holds all necessary permits, licenses, approvals and certifications necessary to enable it lawfully to implement the Submission of the Respondent.
- 12.8. Respondents must give the Principal any cooperation and assistance reasonably requested to facilitate consideration of their Submissions.

### 13. Clarifications and Variations

- 13.1. The Principal may issue to Respondents, before the Closing Time:
- additional information; and
  - information clarifying or correcting information previously provided to assist them in preparing their Submissions.
- 13.2. If the Principal issues information to Respondents under Clause 13.1, each Respondent must take the information into account in the preparation of its Submission.
- 13.3. After the Closing Time, the Principal may (without limiting its options and in its absolute discretion):
- request clarification or further information from any Respondent; and
  - invite all Respondents to change their Submissions in response to an alteration to the Specification or any of the terms and conditions of the Invitation to Tender; and
  - negotiate with one or more Respondents upon any aspect of their Submissions.

### 14. Commissions and Incentives

- 14.1. Any Respondent:

- (a) Found to have offered a bribe, gratuity, bonus, discount, or any sort of enticement to any Councillor or employee of Council will have their Submission rejected; and
- (b) Who discusses the Invitation to Tender with any Councillor or employee of Council (with the exception of the Contact Person or others which the Contact person may authorise) at any time prior to the awarding of the contract to the successful Respondent may have their Submission rejected by Council.
- (c) Whose representatives, employees, agents or related entities take part in any conduct which reflects negatively upon or adversely affects Council, may have their Submission rejected by Council, in its sole discretion.

## 15. Ownership of Tender Documents

- 15.1. All Submissions submitted by a Respondent become the property of the Principal and will not be returned to the Respondent.
- 15.2. However, the Respondent shall retain copyright and other intellectual property rights in respect of the Submission except for the extent specified in the Contract (if any).
- 15.3. The Principal may reproduce the Submission for the purposes of evaluation.

## 16. Errors in Tender Submission

- 16.1. If a Respondent becomes aware of any discrepancy, error or omission in its Submission not referred to or covered in this clause 16.1 and wishes to lodge a correction or additional information, it can **only** do so if:
  - (a) The Principal first agrees to the provision of such correction and additional information.
  - (b) The correction or additional information is provided to the Principal without undue delay; and
  - (c) The correction or additional information is provided to the Principal in writing and is initialed by the Tenderer.
- 16.2. Nothing in this clause allows the Respondent to change its Rent or tendered rates after Submissions are opened.

## 17. Departures from the Specified Requirements

- 17.1. Each Respondent, whether it provides a Conforming Tender, a Non-Conforming Tender or an Alternative Tender, must provide a Statement of Departures with the Tender. The purpose of this Statement is to highlight those clauses in the Invitation to Tender including the Lease (Part 3) that the Respondent does not accept or will not be able to fully comply with.
- 17.2. If the Statement of Departures is not completed or if it does not indicate clauses or conditions of the Contract or Tender Documents that the Respondent does not accept or will not be able to fully comply with, the Respondent will be deemed to have fully complied with and accepted all those clauses and conditions. Such full compliance means:

- (a) In the case of a clause which is of an informative nature only – that the clause has been read and understood;
- (b) in the case of a clause which imposes a contractual condition – that the condition is agreed to in a strict and literal sense; and
- (c) in the case of a clause which specifies a characteristic or performance standard to be met by the Respondent – that the Respondent's offer is to provide or exceed the specified characteristic or standard.

## 18. Confidentiality

- 18.1. The Respondent:
  - (a) acknowledges that the Confidential Information is sensitive and valuable, and will always remain the property of the Principal;
  - (b) must not use the Confidential Information for any purpose other than preparing its Submission;
  - (c) 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 Submission;
  - (d) must allow access to the Confidential Information by Relevant Persons only to the extent necessary to enable the Submission to be prepared; and
  - (e) must obtain the Principal's written consent before disclosing Confidential Information to a person other than a Relevant Person.
- 18.2. The consent of the Principal to disclosure of the Confidential Information by the Respondent may be given or withheld on such terms and conditions as the Principal considers appropriate.
- 18.3. The Respondent's obligation under this Clause 18 continue after closure of Submissions and the award of the Contract (if any).
- 18.4. 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 Respondent in writing that the Relevant Person is to be denied access to the Confidential Information.
- 18.5. Failure or delay by the Principal in enforcing strict compliance with this Clause 18 or pursuing a remedy under this Clause 18 will not constitute a waiver or implied variation of the entitlement or remedy.
- 18.6. This Clause will not apply to an item of Confidential Information where the Respondent can establish that:
  - (a) the item has been transferred to the public domain through no fault of the Respondent;
  - (b) the item was already in the Respondent's possession when it was supplied or made available by the Principal, and not acquired directly or indirectly from the Principal; or
  - (c) it has received from the Principal written notification that the Principal no longer requires the Respondent to keep the item confidential.

## 19. Warranties

- 19.1. In submitting a Submission, the Respondent warrants that it has carried out all relevant investigations (including of the Premises and whether or not the Respondent has availed itself of an opportunity to inspect the Premises or otherwise and whether the opportunity to inspect the Premises has been given to the Respondent or not) and has examined and acquainted itself with and satisfied itself concerning:
- (a) The contents of the Invitation to Tender documents and their completeness.
  - (b) All information which is relevant to the risk, contingencies and other circumstances which could affect the Respondent.
  - (c) The accuracy, completeness and sufficiency of the Invitation to Tender.
  - (d) The appropriateness and sufficiency of the Rent offered by the Respondent in its Submission to perform the obligations of the Lease.
- 19.2. In submitting the Submission, the Respondent further warrants:
- (a) the accuracy of all information provided by the Respondent in the Invitation to Tender;
  - (b) that it has all necessary experience, skill and resources to perform and carry out its obligations in accordance with the Invitation to Tender documents;
  - (c) that it is willing to accept the contractual terms and conditions of the Principal as contained or described in the Invitation to Tender Documents;
  - (d) there is nothing, to the Respondent's knowledge, which prevents or hinders the Respondent's ability to undertake the lease;
  - (e) it holds all necessary registrations and licenses to perform the obligations of the Lease; and
  - (f) that the Respondent is able to commence the Lease, the subject of this Invitation to Tender, as required by the Principal.

## 20. Right to Information and Disclosure

- 20.1. The RTI Act provides members of the public with a legally enforceable right to access documents held by Queensland Government agencies (including Local Governments).
- 20.2. The RTI Act requires that documents be disclosed upon request, unless the documents are exempt or, on balance, disclosure is contrary to the public interest.
- 20.3. Information provided by the Respondent is potentially subject to disclosure to third parties pursuant to the RTI Act.
- 20.4. If disclosure under the RTI Act, or general disclosure of information provided by the Respondent, would be of substantial concern to the Respondent, because it would disclose trade secrets, information of commercial value, the purpose or results of research or other information of a confidential nature, including Personal Information, this should be indicated by the Respondent in its Submission. The Principal cannot guarantee that any information provided by the Respondent will be protected from disclosure under the RTI Act.

- 20.5. The Respondent must familiarise itself with the relevant provisions of the RTI Act dealing with the requirements for disclosure of information by agencies, and the grounds on which access to information may be refused.
- 20.6. The Principal accepts no responsibility for the accuracy or adequacy of any information it provides to Respondents concerning the content or effect of the RTI Act.

## 21. Information Privacy

- 21.1. The Principal is bound by the provisions of the *Information Privacy Act 2009*.
- 21.2. By submitting a Submission, the Respondent warrants that it has obtained the consent of each individual whose Personal Information is included in the Submission for:
  - (a) the inclusion of their Personal Information in the Submission;
  - (b) the use of the Personal Information by the Principal for the purpose of evaluating the Submission; and
  - (c) the disclosure of the Personal Information to other parties (including professional advisors) as may be involved in assisting the Principal with the evaluation of the Submission.
- 21.3. The Respondent must indemnify the Principal against any claim, damage or loss (including legal costs and expenses) that the Principal may incur as a consequence of a breach by the Respondent of the warranty in Clause 21.2.
- 21.4. Any Personal Information exchanged between the Respondent and the Principal must be dealt with in accordance with the *Information Privacy Act 2009*.
- 21.5. The Respondent must immediately notify the Principal upon becoming aware of any breach of this Clause 21.

## 22. Acceptance of Offer

- 22.1. The Principal:
  - (a) Will not be bound to accept the highest or any offer; and
  - (b) May accept more than one offer; and
  - (c) May accept an offer in part or whole.
- 22.2. Without limiting any other term of this Invitation to Tender, the Principal may accept or reject any Submission, annul the Invitation to Tender process and reject all Submissions, at any time prior to issuing the Letter of Acceptance to the successful Respondent, without incurring any liability for cost, expense, loss or damage to the affected Respondents or any obligation to inform the affected Respondents of the grounds for the Principal's action or inaction.
- 22.3. The Principal may accept an offer from a Respondent by giving written notice in the form of a Letter of Acceptance to the successful Respondent who submitted the offer to the Principal.
- 22.4. No contract is deemed to be entered into with a successful Respondent to Lease the Premises until the Principal has issued a Letter of Acceptance.

- 22.5. Within seven (7) days of being requested in writing by the Principal to do so, the successful Tenderer must sign the lease and return to the Principal.

### **23. Representations by the Principal**

- 23.1. The Principal neither makes any representations, whether express, implied or inferred, nor does it provide any undertakings to Respondents, other than to invite them to submit a Submission.
- 23.2. The Principal is not obliged to negotiate or sign a Lease with any Respondent.
- 23.3. The Principal may, by notice in writing to the Respondent, terminate this Invitation to Tender process at any time at no cost or loss (contingent or otherwise) to the Principal and the Respondent shall have no rights or entitlements for any compensation whatsoever arising from such termination.

### **24. Governing law and jurisdiction**

- 24.1. The Invitation to Tender and the Tender documents are governed by the laws of Queensland.
- 24.2. Each party irrevocably submits to the exclusive jurisdiction of the courts of Queensland the courts of appeal from them.