



City of **HOBART**

REQUEST FOR TENDERS (RFT)

**MICROBIES GULLY WASTE MANAGEMENT
CENTRE SUPPLY AND DELIVERY OF
GEOSYNTHETIC CLAY LINER (GCL),
GEOTEXTILE AND GAS AND/OR WATER
GRID**

Reference No: P24/6

ISSUE DATE: 10 APRIL 2024

CLOSING TIME AND DATE: 3.00PM
15 MAY 2024
(AET)

PLACE FOR TENDER LODGEMENT: <https://portal.tenderlink.com/hobartcitycouncil>

Notice to Tenderers

1. Contact Officer

The Contact Officer nominated for this Tender is:

POSITION	Procurement Coordinator
NAME	Carol Mitchell

2. Issued Documents

Tenderers are advised that the following documents have been issued as part of this RFT.

RFT:	P24/6 - McRobies Gully Waste Management Centre Supply and Delivery of Geosynthetic Clay Liner (GCL), Geotextile and Gas and/or Water Grid
1	This Request for Tenders
2	Conditions of Contract
3	City of Hobart Tender Forms
4.	Specification

Responses to this RFT must be submitted in a format which is compatible with Microsoft Office 2013, or in PDF format unless otherwise advised.

Conditions of Tendering

1. Definitions

In this RFT, unless the context requires otherwise:

Activities	means Services, Goods or Works, as applicable to this RFT.
Closing Time	means 3.00pm (AET) 15 May 2024
Contract	means a formal agreement entered into between the Council and the successful Tenderer for performance of the Council's requirements.
Council	means the Hobart City Council (t/a City of Hobart) and, where the context permits, its employees and assigns.
Letter of Acceptance	has the meaning given in Section 20 of these Conditions of Tendering.
Local Area	means <ul style="list-style-type: none"> • The Hobart municipal area • The Greater Hobart area • The state of Tasmania
Local Business	means a supplier that: <ul style="list-style-type: none"> (i) is beneficially owned and operated by persons who are residents or ratepayers in the Local Area; (ii) has its principal place of business within the Local Area; (iii) otherwise has a place of business within the Local Area that solely or primarily employs or subcontracts persons who are residents or ratepayers in the Local Area; (iv) has a local supply chain that sources Tasmanian produced goods, services or works; or (v) invests in the Tasmanian local community e.g. formal support, new skills or expertise being developed in Tasmania.
Request for Tenders (RFT)	means this request for tenders (RFT) inviting Tenderers to offer to deliver the Council's requirements by submitting a Tender in accordance with the Conditions of Tendering contained in this RFT and the other documents issued with this RFT.
RFT	means this Request for Tenders (RFT)
Specification	means the description of Council's requirements set out in Schedule 3 of the Contract and includes references to Statement of Requirements.
Tender	means the documents constituting an offer by the Tenderer to deliver the Council's requirements as specified in the documents issued as part of this RFT.
Tenderer	means a party which offers to deliver the Activities applicable to this RFT.

2. Hobart City Council Code for Tenders and Contracts

The Hobart City Council Code for Tenders and Contracts applies to this RFT. It contains a statement of procurement ethics and practices when dealing with the Hobart City Council.

The Code can be downloaded from <https://www.hobartcity.com.au/Business/Purchasing-and-tenders/Doing-business-with-the-City-of-Hobart>

3. Hobart City Council e-Tendering Portal Website

<https://portal.tenderlink.com/hobartcitycouncil> is the e-tendering portal website for the Hobart City Council. In order to receive addenda and other notices in relation to this RFT, and in order to lodge a Tender, the Tenderer must first register with <https://portal.tenderlink.com/hobartcitycouncil> and download all of the documents posted in relation to this RFT.

A Tender submitted by a party which obtained the Tender documents by any means other than downloading from the Hobart City Council e-tendering portal website will not be accepted.

If the Tenderer experiences any difficulty in registering to obtain documents and notices or lodging its Tender via the Hobart City Council e-tendering portal website, the Tenderer must immediately contact the tenderlink.com support desk on 1800 233 533 between the hours of 8.30am and 5.00pm Monday to Friday.

It is strongly recommended that the Tenderer lodges its Tender during the times that the tenderlink.com support desk is available. Council personnel cannot and will not respond to technical and other enquiries concerning operation of the Hobart City Council e-tendering portal website.

4. Hobart City Council Local Preference Procurement Policy

Council acknowledges that it has an important role to play in supporting the local economy and is committed to enhancing the capabilities of local business and industry to compete for the City of Hobart's business.

The City of Hobart Local Preference Procurement Policy is available from the City's website at www.hobartcity.com.au and should be referenced when tendering for Council business.

5. Request for Clarification and Further Information

All requests:

- **for clarification of a document forming part of the RFT;**
- **for additional information; and**
- **regarding other enquiries in connection to this RFT,**

must be made via the online forum provided for the RFT at the Hobart City Council e-tendering portal website at least 7 days prior to the Closing Time.

This is to allow sufficient time for a response and information to be provided to all parties that have downloaded the RFT documentation.

The Council will respond to requests for clarification or information via the online forum. Any matter which requires amendment to a document forming part of the RFT will be dealt with by way of issuance of a Notice of Addendum.

Unauthorised contact in relation to this RFT with any Council officer or agent of the Council may, without limitation or exception, result in the Tenderer's disqualification from further participation in the Tender process and may render invalid any Tender submitted by the Tenderer.

6. Closing Time

Tenders must be lodged in compliance with the lodgement conditions and instructions given in these Conditions of Tendering and must be received in the electronic tender box located at the Hobart City Council e-tendering portal website by the Closing Time.

Any Tender which is not submitted by the Closing Time will not be accepted.

At any time before the Closing Time, the Council may extend the Closing Time. A notice by electronic mail transmission via the Hobart City Council e-tendering portal website will be issued to all persons who have downloaded the Tender documents.

7. Explanation of the Tender Documents

Tender Documents Issued

The documents upon which Tenderers are to Tender are set out in the Notice to Tenderers and also include:

- Addenda and notices; and
- Any other documents issued by the Contact Officer on Council's behalf for the purpose of tendering.

Conditions of Tendering

The Conditions of Tendering provide the conditions under which the Council will receive and evaluate Tenders. Any Tender which is not lodged in accordance with the Conditions of Tendering may be rejected.

The Conditions of Tendering also specify the conditions of participation, which a Tenderer must meet in order for its Tender to be considered and/or accepted by Council.

The Conditions of Tendering will be included in the Contract between the Council and the successful Tenderer.

Conditions of Contract

The Conditions of Contract provide the terms of the Contract which the successful Tenderer will be required to sign.

Tenderers must, and will be deemed to, have allowed for compliance with the Contract in their Tenders.

Tender Form and Schedules

The Tender Forms and Schedules are mandatory forms that must be completed by the Tenderer, and which must be submitted with the Tender.

The Tender Forms and Schedules must not be modified other than as required to submit a conforming Tender.

A Tender that is submitted not using the Tender Form supplied, or which is submitted using a Tender Form or Schedules which contain unauthorised modifications, may be rejected without consideration.

The Tender Forms and Schedules required to be completed by Tenderers are issued as a separate electronic file via the Hobart City Council e-tendering portal website.

Specification

The Specification sets out the Council's requirements.

Discrepancies in Tender Documents

The Tenderer must notify the Contact Officer in writing via the Tenderlink forum before the Closing Time if it discovers any inconsistency, discrepancy, error or omission in one or more of the documents issued in relation to this RFT.

Addenda

The Council may vary this RFT by electronic mail transmission issued via the Hobart City Council e-tendering portal website to all parties that have downloaded the RFT from the Hobart City Council e-tendering portal website.

It is the Tenderer's responsibility to ensure that it logs onto the Hobart City Council e-tendering portal website and downloads addenda and other notices issued in relation to this RFT.

No amendment to, or further explanation or clarification of, the RFT will be valid unless it is in the form of a written Notice of Addendum or such other notice which is issued on the Council's behalf via the Hobart City Council e-tendering portal website to all persons who have downloaded the Tender documents.

The Tenderer must acknowledge receipt of addenda issued in relation to the Request for Tenders by completing the 'Addenda' section of the City of Hobart Tender Forms.

No Warranty as to Accuracy

The Council does not warrant the accuracy of the content of the RFT and the Council is not liable for any omission in the RFT.

8. Nature of Tender

The Tender must be in the form of a schedule of prices.

9. Format of Tender

The Tenderer must ensure that the Tender is:

- successfully lodged by uploading the Tender submission to the specified tender box located at <https://portal.tenderlink.com/hobartcitycouncil> before the Closing Time;
- lodged electronically in accordance with the lodgement requirements given in these Conditions of Tendering;
- lodged using the Tender Forms and Schedules provided;
- endorsed and dated by a duly authorised officer or representative of the Tenderer;
- not altered except as required by these Conditions of Tendering; and
- inclusive of all the information requested in the Conditions of Tendering and elsewhere in the RFT.

Unless otherwise stated, all items, features and performance and functionality requirements specified in the Specification are mandatory and must be allowed for in the Tender.

Unnecessarily elaborate responses or other presentations beyond what is sufficient to present a complete and effective proposal are neither desired nor required. Artwork, advertising materials, visual aids and the like are not to be submitted unless specifically requested.

10. Tender Validity Period

A Tender must prima facie remain valid and open to acceptance until it is accepted or rejected or otherwise dealt with by the Council.

A Tenderer must clearly identify in its Compliance Statement (which is contained in the City of Hobart Tender Forms) if there is any specific date and time to which its Tender remains valid and open for acceptance or rejection and/or if there are any other conditions stipulated by the Tenderer in relation to the Tender validity period or the acceptance or rejection of the Tender by Council. Council reserves the right in its absolute discretion to accept or reject any specific date and time nominated by a Tenderer as to when its Tender remains valid and open for acceptance or rejection and/or any other conditions stipulated by the Tenderer in its Tender in relation to the Tender validity period or the acceptance or rejection of the Tender by Council.

11. Tenderer to Acquire Information

Prior to submitting its Tender, the Tenderer must have familiarised itself with all of the documentation comprising the RFT and fully assessed Council's requirements. The Tenderer is deemed to have:

- examined the Tender documents and other information made available to Tenderers for tendering purposes;

- examined all information relevant to time constraints, risks, contingencies, and other circumstances having an effect on the Tender and which can be obtained by making reasonable inquiries;
- identified and examined all relevant legislative and statutory requirements and allowed for compliance in the sums Tendered;
- satisfied itself that it is not participating in any anti-competitive, collusive, deceptive or misleading or other unconscionable practices in preparing and submitting the Tender; and
- satisfied itself:
 - as to the correctness and sufficiency of the Tender;
 - that the sums Tendered are sufficient to cover the costs of complying with the Conditions of Tendering, the Contract and the Specification;
 - that the sum(s) Tendered are sufficient to allow for all matters and things necessary for the due and proper performance and completion of Council's requirements; and
 - that the sum(s) Tendered take in to account and are sufficient to allow the Tenderer to comply with all legislative requirements, including but not limited to the *Fair Work Act 2009* (Cth) and the *Fair Work Regulations 2009* (Cth), and any relevant industry Awards or relevant enterprise bargaining agreement, and as such that all of its personnel are and will continue to be remunerated in accordance with any relevant industry Awards or relevant enterprise bargaining agreement.

12. Lodgement Conditions and Instructions

Compliance with the Conditions of Tendering

In order to be eligible for consideration a Tender must be lodged in full compliance with the Conditions of Tendering.

Failure on the part of the Tenderer to comply with the Conditions of Tendering may result in rejection of the Tender without further consideration.

Lodgement of Tender

PLACE FOR LODGEMENT

Tenders must be lodged using the Hobart City Council e-tendering portal website and must be lodged in the correct electronic tender box located at <https://portal.tenderlink.com/hobartcitycouncil>.

The Council may, at its absolute discretion, decline to accept submission by any means other than the nominated electronic tender box.

LODGEMENT CONDITIONS

The Tenderer acknowledges that the Council does not provide or maintain the Hobart City Council e-tendering portal website and agrees that the Council will not be liable to the Tenderer for any:

- failure in the Hobart City Council e-tendering portal website; or
- failed, rejected, incorrect or incomplete lodgement; or
- lateness of the Tender arising from the Tenderer's use of the Hobart City Council e-tendering portal website.

The Tenderer releases the Council and its officers, employees, agents and elected members from, and indemnifies them against, all claims that arise due to the Tenderer's use of the Hobart City Council e-tendering portal website.

The Tenderer agrees:

- to follow all instructions provided on the Hobart City Council e-tendering portal website and accepts that failure to do so will, in all likelihood, result in the incorrect, incomplete or failed lodgement of the Tender, rendering it liable to rejection;

- the date and time appearing on the Hobart City Council e-tendering portal website will be used to ascertain the conclusive date and time at which lodgement of the Tender was completed;
- it will comply with all of the terms and conditions contained on the Hobart City Council e-tendering portal website;
- it will ensure that its computer infrastructure, including browser revisions and operating system, meet the minimum standards required to register on, access and use the Hobart City Council e-tendering portal website; and
- it will inform itself concerning all registration requirements, security measures and other aspects of the Hobart City Council e-tendering portal website operating environment.

The Tenderer accepts that the Council:

- does not warrant that it will be possible for the Tenderer to successfully lodge a Tender using the Hobart City Council e-tendering portal website;
- does not provide the Tenderer with a warranty or other guarantee as to the security and integrity of the Hobart City Council e-tendering portal website;
- will not take responsibility for any problems arising from the Tenderer's use of the Hobart City Council e-tendering portal website; and
- will not be obliged to make any special provisions for a Tenderer who refuses or is unable to access or use the Hobart City Council e-tendering portal website.

LATE TENDERS

It is the Tenderer's responsibility to ensure that its Tender is lodged in the correct electronic tender box by the Closing Time.

The Council will not be liable to any Tenderer for a failed, incomplete or disallowed Tender submission due to the electronic tender box closing prior to the Tenderer's finalisation of the uploading of its Tender.

Notwithstanding clause 6, Council may at its absolute discretion, accept a late Tender in extenuating circumstances where, in Council's opinion, the Tenderer has not contributed to the lateness.

13. Alternative Tender

Tenderers are encouraged to offer alternative options or solutions and alternative materials and methods which, in a practical way, provide a more cost-effective, energy efficient, environmentally friendly, ecologically sustainable or safer manner.

If alternatives are offered the Tender must be identified as an "Alternative Tender" wherever it fails to comply with the specified requirements and the alternative must be submitted as an accompaniment to a conforming Tender, which complies with the RFT.

An alternative offer must, in a practical manner, take into account the totality of the Council's requirements for the Activities and must include any supplementary material, together with associated prices, which demonstrates, in detail, that the alternative will fully comply with the specified requirements albeit in a manner different to that which is specified.

The Council reserves the right either to consider alternative proposals on their merits or not to consider them further.

14. Compliance

Compliance Statement

Unless its Tender expressly states otherwise, a Tenderer will be taken to fully agree or comply with the RFT, Tender Forms and the Contract.

If the Tender is not intended to fully comply with the RFT, the Tenderer must include a compliance statement given the utmost prominence in the Tender specifying each condition or requirement with which the Tenderer does not agree or comply and indicating, for each condition or requirement, whether the offer 'Partially Complies', 'Does not Comply' or there is an 'Alternative' proposed.

Compliance Level	Definition	Tenderer's Compliance Statement Requirement
Partially Complies	A contractual condition, performance requirement or characteristic can, subject to certain qualifications, be met by the Tenderer's offer.	All such qualifications must be stated in full and an explanation given supporting the claim of partial compliance.
Does not Comply	A contractual condition, performance requirement or characteristic is not met by the Tenderer's offer.	The extent of all such non-compliances must be stated in full.
Alternative	The Tenderer submits that some or all of Council's requirements cannot be complied with in the manner specified however an alternative is proposed that may achieve the same or better objectives and outcomes albeit in a manner different from that specified or envisaged by Council.	In either case a full explanation must be provided.

Informal Tender

Despite that this clause permits a Tenderer to submit a Tender which includes qualifications or clarifications, or which is identified as an Alternative Tender, the Council may, at its absolute discretion, reject any Tender which contains any provision not permitted by, or required by, the RFT.

Usual Operating Terms

Any Tender which includes, or which requires the Council's agreement to, the Tenderer's usual operating terms may be rejected at the Council's discretion.

15. Tender Evaluation

Conditions of Participation

Tenders will initially be evaluated in accordance with the Conditions of Participation set out in **Table 1**. Failure by the Tenderer to provide the information supplied in response to the Conditions of Participation may render the Tender liable to rejection without being progressed to evaluation against the evaluation criteria.

TABLE 1: CONDITIONS OF PARTICIPATION		Required Return(s)
Bona Fide Tender	A Tender must be a bona fide Tender submitted in accordance with these Conditions of Tendering, including that the Tenderer is a legal entity able to enter into a contract with the Council to provide the Activities.	Totality of the Tender submission
Demonstrated Capability	The Tenderer must demonstrate that it possesses everything necessary, including but not limited to the resources, equipment, relevant licences, accreditations and qualifications, technical capabilities and management capabilities required to provide the Activities under Contract.	Totality of the Tender submission <i>(including any additional attachments or</i>

TABLE 1: CONDITIONS OF PARTICIPATION		Required Return(s)
		<i>details requested)</i>
Employee Entitlements and Compliance with Fair Work Obligations	<p>The Tenderer must demonstrate that it has a thorough understanding of, and complies with, its obligations under the <i>Fair Work Act 2009</i> (Cth) and the <i>Fair Work Regulations 2009</i> (Cth) and any relevant industry Awards or relevant enterprise bargaining agreement (together, its Fair Work Obligations), and that all of its personnel are and will continue to be remunerated in accordance with any relevant industry Awards or relevant enterprise bargaining agreement. This will include an assessment by Council of the following:</p> <ul style="list-style-type: none"> • Whether the sum(s) tendered appear to adequately take into account the Tenderer's Fair Work Obligations and are sufficient to allow the Tenderer to comply with its Fair Work Obligations and remunerate its employees in accordance with any relevant industry Awards or relevant enterprise bargaining agreement; • Whether the Tenderer has appropriate workplace policies and practices and contract management practices in place; • Whether the Tenderer has demonstrated a sound understanding and working knowledge of its Fair Work Obligations; • The Tenderer's compliance history with its Fair Work Obligations. 	Tender Form Schedule L: Employee Entitlements and Compliance with Fair Work Obligations <i>(including any additional attachments or details requested in the questionnaire)</i>
Insurances	The Tenderer must hold insurances which the Council considers adequate for the provision of the Activities.	Tender Form Schedule H: Insurances
Heavy Vehicle National Law (HVNL) Chain of Responsibility	The Tenderer must comply with the Heavy Vehicle National Law (HVNL) Chain of Responsibility (CoR)	Tender Form Schedule G: Compliance with Heavy Vehicle National Law (HVNL) Chain of Responsibility (CoR) Questionnaire
Provision of a Sample	Tenderer must provide a sample of the tendered GCL. The sample at a minimum will be thirty square centimetres (30 ² cm). The sample must be received by 3.00pm (AET) on 15 May 2024 and delivered to:	
	Post	Delivery
	Clearys Gates Depot Store Brooker Highway NEW TOWN 7008 Attention: Carol Mitchell	Clearys Gates Depot Store Brooker Highway NEW TOWN 7008 Attention: Carol Mitchell

Tender evaluation

EVALUATION AIMS

The Tender evaluation process will be undertaken with the aim of determining the Tender which represents the best value for money to the Council.

EVALUATION CRITERIA AND WEIGHTINGS

In determining value for money, Tenders will be assessed against the following evaluation criteria and weightings:

Qualitative (non-price) criteria

Criterion	Weighting (%)	Required Return(s)
RELEVANT EXPERIENCE AND CAPABILITY OF THE TENDERER AND KEY PERSONNEL The previous experience and capability of the tenderer in relation to the fields of expertise required to achieve the intended outcomes of the project. The tenderer's previous experience and capability in technical areas comparable to the tendered project, the scale of past projects and the role undertaken within those projects will also be considered.	10	Tender Form Schedule C, D, E
TECHNICAL/QUALITY CONTROL Details of installation and quality controls.	20	Tender Form Schedule F
LOCAL BENEFIT The significance of economic and social benefits contributed by the tender.	10	Tender Form Schedule J
QUALITY OF GOODS At a minimum, comply with the specifications as listed in the Table at Section Error! Reference source not found. of the specification	10	Sample provided

Price criterion

Criterion	Weighting (%)	Required Return(s)
Total cost to Council over the entire duration of the Contract giving consideration to the impact of any qualifications, omissions or clarifications included in the Tender submission or other matters evident from the Tender having an impact on the Tender sums.	50	Tender Form Schedule A: Pricing (Schedule of Rates)

EVALUATION METHOD

The Tenderer's ability to satisfy the qualitative criteria will be assessed on the basis of scores allocated by a tender evaluation panel by consensus in response to questions relating to each criterion and then weighted as detailed above.

The scoring of Tenders will be based on the degree of achievement by the Tenderer of the requirements set out in the RFT. A maximum score for each criterion will be given if the achievement of the criterion is fully compliant, with no risks and weaknesses.

The score will be reduced proportionate to the extent of non-conformities, discrepancies, errors, omissions and risks for the Council. Scoring will be based on the following allocation:

Score	Description
10	FULL ACHIEVEMENT OF THE SPECIFIED REQUIREMENTS FOR THE CRITERION
8 – <10	SOUND ACHIEVEMENT OF THE SPECIFIED REQUIREMENTS FOR THE CRITERION
6 – <8	REASONABLE ACHIEVEMENT OF THE SPECIFIED REQUIREMENTS FOR THE CRITERION
4 – <6	SATISFACTORY ACHIEVEMENT OF THE SPECIFIED REQUIREMENTS FOR THE CRITERION
2 – <4	MINIMAL ACHIEVEMENT OF THE SPECIFIED REQUIREMENTS FOR THE CRITERION
>0 – <2	UNACCEPTABLE ACHIEVEMENT OF THE SPECIFIED REQUIREMENTS FOR THE CRITERION
0	TOTALLY DEFICIENT AND NON-COMPLIANT FOR THE CRITERION

The Price criterion will be evaluated on a quantitative basis and weighted as detailed above.

COUNCIL MAY REQUEST FURTHER INFORMATION

During the evaluation process, the Tenderer may be required to provide additional information or clarification. The Tenderer must comply with any such requests within the timeframe specified.

16. Information to Accompany the Tender

It is the Tenderer's responsibility to ensure that the Tender is accompanied by the required information.

Failure by the Tenderer to provide any required information or errors or omissions in any of the information supplied in response to the conditions for participation may render the Tender liable to rejection without being evaluated.

Errors, omissions or weaknesses in, and risks to the Council evident from, the information submitted by the Tenderer in response to the evaluation criteria will result in a diminished Tender evaluation.

17. Selection of Preferred Tenderer and Notification of Successful Tenderer

Once a preferred Tenderer has been initially selected, Council may notify the preferred Tenderer that its Tender is preferred and will carry out any further due diligence as it considers necessary in relation to the preferred Tenderer, including seeking any clarifications from the preferred Tenderer regarding its Tender submission and negotiating any requested Contract departures contained in the preferred Tenderer's Tender.

Council may require the directors of the Tenderer to guarantee the preferred Tenderer's performance under the Contract and/or to provide security in the form of a bank guarantee or security deposit under the Contract.

Council may pass over the preferred Tenderer if it is not satisfied in its absolute discretion with the results of any due diligence conducted or responses received in relation to any clarifications sought from the preferred Tenderer or with the preferred Tenderer's response to the Employee Entitlements and Compliance with Fair Work Obligations Questionnaire. Council may also pass over the preferred Tenderer in the event that the parties cannot reach agreement in relation to any

Contract departures requested by the preferred Tenderer or security or collateral support sought by Council under the Contract. In the event that a preferred Tenderer is passed over by Council in its absolute discretion, Council will treat the next highest placed Tenderer based on the evaluation results as the preferred Tenderer.

The Council will notify the preferred Tenderer if its Tender submission is successful.

The successful Tenderer will be required to enter into a formal contract with Council in accordance with the conditions of contract issued with the RFT. The terms and conditions of the Contract entered into may only be varied by agreement in writing by both parties.

Once the successful Tenderer has been selected and has executed the Contract, it will be required to perform the Services in accordance with the provisions of the Contract.

Unless stated otherwise in Council's Letter of Acceptance, no contractual relationship or other obligation arises between Council and any Tenderer unless and until a formal contract is signed by both parties. This paragraph applies despite any oral or written advice to a Tenderer (other than a Letter of Acceptance) that a Tenderer is preferred or successful or has been, or will be, accepted.

18. Council's Rights

Council reserves the right, in its absolute discretion, to:

- vary the terms of this RFT, or the structure, requirements or process referred to in this RFT;
- seek clarification from any Tenderer if any aspect of their Tender is ambiguous or unclear;
- extend the Closing Time and Date;
- call for new Tenders;
- not accept the Tender offering the lowest price;
- consider or accept, or refuse to consider or accept, non-conforming Tenders;
- not consider any Tender lodged after the Closing Time and Date;
- not accept any Tender;
- pass over any Tenderer identified as a preferred Tenderer; and
- cancel or suspend this RFT, or any processes outlined in this RFT.

Council will not be liable or in any way responsible for any loss, damage, cost or expense incurred by a Tenderer in the event that Council exercises any rights referred to in this section.

19. Reservations

Council may suspend or cease the Tender Process

At its discretion, Council reserves the right to suspend or cease the Tender process at any time prior to the awarding of a Contract by issuing a notice to the parties who have downloaded the Tender documents from the Hobart City Council e-tendering portal website.

Right to Negotiate

The Council reserves the right to negotiate with one or more Tenderers as necessary to:

- assess a Tenderer's understanding of the Council's requirements, test any assumptions made by a Tenderer in determining their Tender prices(s) and rectify any false assumptions;
- obtain clarification of matters in relation to the Tenderer's capability to fulfil the Council's requirements;
- enhance the commercial benefit to Council by achieving cost reductions or service improvements; and
- finalise the commercial terms required to form a contract.

Representations do not bind Council

The RFT must not be construed as making any express or implied representation, undertaking or commitment by the Council that it will enter into a binding Contract with any person to supply the Activities.

No representation made by or on behalf of the Council in relation to the Tender or the RFT (or their subject matter) is binding on the Council unless it is in writing and is incorporated into the Contract entered into under clause 21 (Formal Instrument of Agreement).

Council is not liable to Reimburse Costs

The Council will neither be responsible for, nor pay for, any expense or loss incurred by a Tenderer for preparing or lodging a Tender or providing additional information or clarification during the evaluation of a Tender.

20. Tender Acceptance

A Tender will not be deemed to have been accepted unless written notification of acceptance of the Tender ("Letter of Acceptance") is handed to the Tenderer or is posted to or is emailed to or is left at the Tenderer's address stated in the Tender Form for service of notices.

21. Formal Instrument of Agreement

The successful Tenderer will be required to sign a formal Instrument of Agreement comprising the:

- Notification of acceptance of Tender ("Letter of Acceptance");
- Conditions of Tendering;
- Contract and Annexures;
- Specification;
- The successful Tenderer's submissions;
- Completed Tender Forms and Schedules;
- Addenda and notices;
- Relevant correspondence regarding clarifications or confirmations sought by the Council; and
- Any other documents issued by the Contact Officer on Council's behalf for the purpose of tendering.

22. Ownership of Tenders and Confidentiality

RFT remains the Council's Property

The Tenderer agrees and acknowledges that the entirety of this RFT, and any of the documents, information or other materials provided to Tenderers by, or on behalf of, the Council in connection to the RFT, remains the property of the Council and may be used by the Tenderer to the extent required only to prepare its Tender.

Tenderer must not Disclose

A Tenderer or other person receiving the Request for Tenders must not publish, disclose or copy any of its content, except as necessary to prepare its Tender. The Tenderer must keep confidential all information provided by or on behalf of the Council as part of, or in connection to, the RFT.

Disclosure by the Council

The Council may publish and publicly disclose (in annual and other reports, on the internet or otherwise) a description of the Contract arising out of awarding of the Tender, the successful Tenderer's name and the value of the successful Tender.

The Council may reproduce and disclose or distribute and save or store all or part of a Tender as required to enable the Tender evaluation process and as necessary to meet its legal, governmental and other obligations.

The Council will disclose the name of the successful Tenderer to unsuccessful Tenderers.

Ownership of Tenders

All Tenders become the property of the Council immediately upon submission.

23. Conflict of Interest

Tenderers must include in their Tender details of any known circumstances that may give rise to an actual, perceived or potential conflict of interest, monetary or otherwise, in responding to this RFT or in the provision of the Activities.

If at any time after the Tender is submitted to the Council circumstances emerge that do, or which may, give rise to a conflict of interest, the Tenderer must immediately notify the Council in writing.

The Council, in its absolute discretion, may enter into discussions to seek to resolve the conflict of interest or may disregard the Tender.

24. Financial Integrity of the Tenderer

The Council is of the view that successful completion of the Contract relies heavily on the financial integrity of the Tenderer selected to provide the Activities. The Council reserves the right to be reassured that the risk of financial failure of the Tenderer selected to provide the Activities is minimised.

Before a Tender is accepted, or nominated, the Council reserves the right to make enquiries as to the Tenderer's financial capability and standing and request the information it deems necessary to assess the risk of financial failure if the Tenderer is engaged to provide the Activities.

25. Performance Reports

By lodging a Tender, the Tenderer acknowledges:

- that the delivery and/or performance of the Activities by the successful Tenderer will be monitored and evaluated by the Council;
- that the successful Tenderer will be required to provide such assistance as is required by the Council in relation to the above mentioned monitoring and evaluation;
- that all information provided to the Council for the purpose of the above mentioned monitoring and evaluation will not be regarded as confidential; and
- that all the information gathered by the Council for the purpose of the above mentioned monitoring and evaluation may be used by all areas of the Council for the purpose of evaluating future Tenders or other offers by the successful Tenderer.

26. Enquires after the Closing Date

Any requests or queries regarding the Tender process **after the closing of the online forum** must be referred to the Contact Officer via email to procurement@hobartcity.com.au

Council reserves the right not to respond to any requests for clarification or for additional information sent via email after the Closing Date.

27. Governing Law and Jurisdiction

The issued tender documents including this RFT are governed by the laws of Tasmania.

The Council and each Tenderer irrevocably submit to the non-exclusive jurisdiction of the courts of Tasmania and all courts of appeal from those courts.