



Term Maintenance

Volume 1 of 3 – Tender Requirements

Project Name

.....

Project Number

.....

Contents

Volume 1 of 3 – Tender Requirements	1
Contents	2
NOTICE TO TENDERERS	3
1. Invitation to Tender	3
2. Changes to the Department's suite of building construction and maintenance contracts	3
3. [Project specific Notice to Tenderers section]	3
CONDITIONS OF TENDER	4
1. INTERPRETATION	4
2. TENDER DOCUMENTS	5
3. LODGEMENT OF TENDER	6
4. TENDER REQUIREMENTS	7
5. INFORMATION	7
6. TENDERER TO INFORM ITSELF	7
7. TENDERING BY GOVERNMENT AGENCIES	7
8. COSTS OF TENDERING	7
9. PRINCIPAL NOT BOUND	7
10. TENDER EVALUATION	8
11. TENDER EVALUATION PROCESS	8
12. PROJECT FUNDING	9
13. INTELLECTUAL PROPERTY	9
14. RIGHT TO INFORMATION AND DISCLOSURE	9
15. REGISTRATION AS A PRE-QUALIFIED TENDERER	10
16. TENDERER WARRANTIES	10
17. ETHICAL SUPPLIER THRESHOLD	11
18. ETHICAL SUPPLIER MANDATE	11
19. PERFORMANCE REPORTING	11
SCHEDULE 1 – Tender Evaluation	12

NOTICE TO TENDERERS

Disclaimer:

- *Information provided in this Notice to Tenderers is intended to assist the Tenderer in the preparation of the Tender and may not be inclusive of all the requirements of the Tender Documents.*
- *The Tenderer shall not rely on this notice to Tenderers.*
- *The Tenderer shall ensure and satisfy itself that its Tender complies in every respect with the requirements of the Tender Documents.*
- *Notwithstanding any provision of the Tender Documents to the contrary, the information provided in this Notice to Tenderers does not form part of the Tender Documents and it shall not alter any requirement of the Tender Documents or any obligation, liability or right of the Tenderer, Contractor or Principal.*
- *The Principal shall not be liable to the Tenderer for any claim, demand, action, proceeding or suit arising out of or in connection with this Notice to Tenderers or the provision of the information contained herein.*

1. Invitation to Tender

The State of Queensland, through invites you to submit a tender for:

Project Name

Project Number

2. Changes to the Department's suite of building construction and maintenance contracts

Tenderers should note that the Department of Housing and Public Works' suite of building construction and maintenance contracts have recently been updated in response to legislative and policy updates. Other minor general updates to the documents have also been undertaken at this time.

Tenderers are responsible for familiarising themselves with the Tender Documents applicable to this tender, noting that they may be different from previous versions.

Copies of the Government's suite of building construction and maintenance contracts are available at:
<https://www.forgov.qld.gov.au/building-construction-and-maintenance-contract-templates>

Guidelines and additional information are available online regarding:

- the [Queensland Procurement Policy](#), the [Ethical Supplier requirements](#) and the [Queensland Government Supplier Code of Conduct](#);
- the Queensland Government [Building Policy Framework](#) and [Prequalification \(PQC\) System](#);
- the [Queensland Government Building and Construction Training Policy](#); and
- the [Queensland Charter for Local Content](#).

3. [Project specific Notice to Tenderers section]

[Project Managers may insert other applicable sections as appropriate but must not include anything that is to be relied upon in the Contract as this document does not form a part of the Contract. Delete this section if not required]

CONDITIONS OF TENDER

These Conditions of Tender apply to the procurement of maintenance services over a specified term.

1. INTERPRETATION

1.1 These Conditions of Tender apply to:

- (a) Tenders submitted through an electronic tender system (electronic tender); and
- (b) Tenders submitted in hardcopy format (hardcopy tender).

1.2 Meanings assigned to words and expressions in the Conditions of Contract shall apply to those words and expressions used in the Tender Documents and, except where the context otherwise requires, 'include' is not a word of limitation.

1.3 Unless the contrary intention applies, the following definitions also apply:

Alternative Tender means a Tender which:

- (a) does not comply in every respect with the requirements of the Tender Documents including (without limitation) the Conditions of Tender; or
- (b) contains provisions not required or not allowed by the Tender Documents;

Conforming Tender means a Tender made on the basis of the Tender Documents for the performance of the Contractor's Activities in accordance with the Tender Documents and which:

- (a) complies in every respect with the requirements of the Tender Documents including (without limitation) the Conditions of Tender; and
- (b) does not contain provisions not required or not allowed by the Tender Documents;

electronic tender system refers to:

- (a) Queensland Government's supplier portal; or
- (b) another Information System, specified in the Tender Form;

Information System means a system for generating, sending, receiving, storing, or otherwise processing electronic communications;

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

Principal's Contact Officer means the Principal's Contact Officer specified in the Tender Form;

Tender means an offer submitted by a Tenderer;

Tenderer means a party submitting a Tender and includes a party invited directly or indirectly by the Principal to submit a Tender;

Tender lodgement address means the address described as such in the Tender Form;

Time for close of Tender means the Time for close of Tender stated in the Tender Form, or if an addendum has been issued changing the Time for close of Tender, the Time for close of Tender stated in the addendum.

2. TENDER DOCUMENTS

2.1 “Tender Documents” comprise:

- (a) the Tender Form and any other documents provided to the Tenderer by or on behalf of the Principal for the purposes of making a Tender;
- (b) these Conditions of Tender;
- (c) the Conditions of Contract for Term Maintenance;
- (d) the Maintenance Brief;
- (e) the Australian Standard® Code of Tendering (AS4120-1994) as amended by these Conditions of Tender;
- (f) any documents or parts of documents expressly referred to in the Tender Documents; and
- (g) any other documents as are issued and/or referred to by the Principal for the purpose of tendering;
- (h) but excluding the Notice to Tenderers and any other document or part thereof which is expressly stated to be excluded from the Tender Documents.

2.2 To the extent of any discrepancy or inconsistency between these Conditions of Tender and AS4120-1994, these Conditions of Tender shall prevail.

2.3 A copy of AS4120-1994 is available at the Standards Australia Webstore, <http://www.standards.org.au>.

2.4 An electronic copy of the Tender Documents is available at the electronic location stated in the invitation to tender.

2.5 The Principal may at any time issue amendments to the Tender Documents. Such amendments shall be:

- (a) issued in writing;
- (b) issued to all invited Tenderers; and
- (c) identified as an addendum to the Tender Documents.

2.6 All information contained in the Tender Documents which is not in the public domain is to be treated as confidential (“Confidential Information”). Confidential Information contained in the Tender Documents is only to be used for the purpose of preparing the Tender in response to the Invitation to Tender and the Tender Documents.

2.7 A party issued with Tender Documents:

- (a) must ensure that only appropriate employees have access to the Confidential Information. In all such cases, the party is to inform such employees of the confidential nature of the information and that it must not be disclosed;
- (b) must not and must ensure that its employees and agents do not at any time disclose such Confidential Information directly or indirectly to any person whatsoever, including without limitation any generative artificial intelligence technology for any reason, or use or permit it to be used directly or indirectly for any reason; and
- (c) fully indemnifies the Principal against any loss, costs, expenses, demands or liability, whether direct or indirect, arising out of disclosure or unauthorised use of Confidential Information by the party, its employees, and agents.

2.8 Should the Tenderer:

- (a) find any discrepancy, error or omission in the Tender Documents; or

- (b) have any doubt as to the meaning of any portion of the Tender Documents;

it shall forthwith notify the Principal's Contact Officer in writing requesting clarification. Any clarification by the Principal's Contact Officer shall be valid only if issued in writing and may be issued to all invited Tenderers.

3. LODGEMENT OF TENDER

3.1 For electronic tender:

- (a) Subject to clause 3.1(c), the Tender shall be submitted in electronic format delivered to the electronic tender system indicated as the Tender lodgement address – electronic tender.
- (b) The Tender shall be deemed to have been delivered to the electronic tender system designated to receive the electronic communications at the date and time stated on the electronic receipt issued to the Tenderer. Any Tender, or part thereof, that has not been delivered to the designated electronic tender system before the Time for close of Tender may be rejected at the discretion of the Principal.
- (c) In the event of:
 - (i) a technical failure of the Tenderer's Information System or of the Principal's electronic tender system, resulting in an inability to submit the Tender in electronic format as required by clause 3.1(a); or
 - (ii) a failure of the Principal's electronic tender system to issue an electronic receipt to the Tenderer acknowledging receipt of an electronic Tender from the Tenderer in accordance with clause 3.1(a);

the Principal's Contact Officer may, on request by the Tenderer, allow the Tender to be submitted in either hardcopy format, in a sealed envelope, delivered to the tender box location advised by the Principal's Contact Officer, or by email, to the email address advised by the Principal's Contact Officer.

- (d) If a hardcopy or email Tender is submitted pursuant to clause 3.1(c), the Tender shall:
 - (i) include the Project Name and Project Number, the Time for close of Tender and the Tenderer's name and address; and
 - (ii) be lodged in the tender box at the location advised by the Principal's Contact Officer by being placed therein, or received by email to the advised email address, before the Time for close of Tender. Hardcopy or email Tenders not in the tender box or email inbox respectively, before the Time for close of Tender may be rejected at the discretion of the Principal.

3.2 For hardcopy tender:

- (a) The Tender shall be submitted in hardcopy format, in a sealed envelope, addressed and delivered to the Tender lodgement address – hardcopy tender.
- (b) The envelope shall be endorsed with the Project Name and Project Number, the Time for close of Tender and the Tenderer's name and address. The Tender shall be lodged in the tender box at the Tender lodgement address – hardcopy tender by being placed therein before the Time for close of Tender. Any Tender, or part thereof, not in the tender box before the Time for close of Tender may be rejected at the discretion of the Principal.
- (c) In exercising its discretion as to the rejection of any Tender, the Principal shall, amongst other factors, consider any evidence that such Tender was dispatched to the Tender lodgement address – hardcopy tender in sufficient time to reach that office and be placed in the tender box under normal circumstances before the Time for close of Tender.

- 3.3 A Tender received by a means other than that expressly provided for in these Conditions of Tender may not be considered.

4. TENDER REQUIREMENTS

- 4.1 For electronic tender, the Tender shall include electronic versions of a completed Tender Form plus all other documents required by the Tender Documents including completed Schedules in the form/s provided in these Conditions of Tender.
- 4.2 For hardcopy tender, the Tender shall include an original and four (4) copies (unless otherwise specified in the Tender Documents) of a completed Tender Form plus all other documents required by the Tender Documents including completed Schedules in the form/s provided in these Conditions of Tender.
- 4.3 The Tenderer shall complete and sign all documents that are required to be completed, signed, and lodged as the Tender.
- 4.4 The Tenderer shall execute all such further documents and do all acts and things required by the Principal for the purposes of giving effect to these Conditions of Tender.
- 4.5 The Tenderer and all relevant third parties shall do all acts and things required by the Principal for the purposes of giving effect to these Conditions of Tender.

5. INFORMATION

- 5.1 Unless otherwise agreed with the Principal's Contact Officer, all communications between the Tenderer and the Principal upon which the Tenderer intends to rely for the purposes of its Tender shall be in writing and addressed to or issued by the Principal's Contact Officer.
- 5.2 The Tenderer shall not communicate with any person or corporation who is the intended owner, occupant, operator, or manager of any facility the subject of the Tender except with the express written approval of the Principal's Contact Officer.
- 5.3 The Principal will not be liable for any claim on the grounds of erroneous or insufficient information.
- 5.4 The Principal shall not be bound by, and the Tenderer may not rely upon, any oral advice or information given or furnished in respect of the Tender but shall be bound only by written or electronically transferred advice or information furnished by or on behalf of the Principal.
- 5.5 For the purposes of evaluation of Tenders, Tenderers shall provide such additional information as may be requested by the Principal, including financial data.

6. TENDERER TO INFORM ITSELF

The Tenderer is deemed to have visited and inspected the Facility and satisfied itself of conditions, circumstances and locations and otherwise acquainted itself with all matters relating to the proposed Contract before submitting its Tender.

7. TENDERING BY GOVERNMENT AGENCIES

Notwithstanding clause 6.2.2 of AS4120-1994, the Principal may invite, consider, or accept a Tender from one or more government agencies.

8. COSTS OF TENDERING

Costs of tendering shall be borne by the Tenderer.

9. PRINCIPAL NOT BOUND

- 9.1 Notwithstanding the evaluation of Tenders (if any) in accordance with clause 10, the Principal may in its absolute discretion and at any time accept, or decline to accept, any Tender.
- 9.2 Without derogating from the provisions in clause 9.1, the Principal may, in its absolute discretion, decline to evaluate any Tender that it has determined to be an Alternative Tender.

- 9.3 Notwithstanding that the Principal may have invited Tenders from selected organisations or has otherwise procured submission of Tenders, the Tenderer acknowledges that:
- (a) the Principal may not, at the time of inviting tenders, have satisfied itself as to the Tenderer's financial capacity to satisfactorily perform and complete the Contract in accordance with its terms; and
 - (b) the Principal may decline to consider or accept a Tender from a Tenderer who has not been able to satisfy the Principal that it has sufficient financial capacity to satisfactorily perform and complete the Contract in accordance with its terms.
- 9.4 The Tenderer may be requested to provide financial information to a party nominated by the Principal for the purpose of an assessment by the Principal that the Tenderer has sufficient financial capacity to satisfactorily perform and complete the Contract in accordance with its terms. The Tenderer must provide such information within seven (7) days of request. A failure to provide the requested information within seven (7) days may result in a decision by the Principal that the Tenderer does not have sufficient financial capacity to satisfactorily perform and complete the Contract in accordance with its terms. In the provision of financial information to the party nominated by the Principal, the Tenderer accepts that such information may be provided by the Principal to the Queensland Building and Construction Commission for the purposes of determining the continuing capacity of the licensee to meet any licensing criteria required by the *Queensland Building and Construction Commission Act 1991* (Qld).

10. TENDER EVALUATION

- 10.1 The Principal shall evaluate Conforming Tenders in accordance with the tender evaluation criteria contained in Schedule 1 or, in the absence of a Schedule 1, on the basis of best value for money for Government determined in accordance with the Queensland Procurement Policy.
- 10.2 The Principal, if it determines to evaluate an Alternative Tender, shall evaluate such Alternative Tender on the basis of best value for money for Government determined in accordance with the Queensland Procurement Policy, which may, or may not, be the tender evaluation criteria contained in Schedule 1.
- 10.3 Where both Conforming and Alternative Tenders have been evaluated, the Principal may accept a Tender which on a view of all circumstances represents the best value for money for Government determined in accordance with the Queensland Procurement Policy.
- 10.4 In the event that the Tender contains an ambiguity in relation to the Tender Price, then the "Tender Price" inclusive of GST amount in words stated in the Tender Form shall prevail.
- 10.5 The Tenderer shall provide such additional information as may be requested by the Principal, including relating to compliance with the Ethical Supplier Threshold, the Ethical Supplier Mandate and the Supplier Code of Conduct.
- 10.6 Information relating to the Tenderer including, without limitation, that relevant to the evaluation criteria and the Tenderer's compliance with Government policies and legislation that may be held by any Government Department or Instrumentality may be obtained by or made available to the Principal and the Tender evaluation panel for its information and verification, for the purposes of Tender evaluation.

11. TENDER EVALUATION PROCESS

- 11.1 In the evaluation of Tenders (if any) in accordance with clause 10, the Principal may, without being under any obligation to do so, in its absolute discretion and at any time:
- (a) seek clarification in respect of any aspect of a Tenderer's Tender (including to request the Tenderer to provide additional information, documents, or evidence in connection with its Tender);
 - (b) shortlist or prefer any one or more Tenderers; and
 - (c) discuss or negotiate with, or receive presentations, further submissions, or final offers from, any one or more Tenderers in respect of their Tender, in such manner, and as to such aspects of the Tender, as the Principal determines, including price.

11.2 The provisions of clause 11.1 and any exercise by the Principal of its rights under clause 11.1:

- (a) is without prejudice to any other rights of the Principal;
- (b) apply notwithstanding clause 6.6 of AS4120-1994;
- (c) except to the extent notified otherwise by the Principal in writing, are subject to the other express provisions of these Conditions of Tender;
- (d) shall not give rise to any representation by the Principal as to the acceptability or otherwise of any Tender;
- (e) shall not preclude the Principal from at any time considering or accepting any Tender (whether or not the subject of the exercise by the Principal of its rights under clause 11.1); and
- (f) shall not give rise to any obligation (implied or otherwise) on the Principal except to the extent expressly provided in these Conditions of Tender or notified by the Principal in writing.

11.3 Except to the extent the Principal expressly agrees otherwise, the provisions of these Conditions of Tender shall continue to apply to any process which the Principal may undertake under clause 11.1 in connection with the evaluation of Tenders.

12. PROJECT FUNDING

The Principal will not provide particulars of project funding arrangements to Tenderers.

13. INTELLECTUAL PROPERTY

- 13.1 Except in the case of the Contractor's Background IP, Intellectual Property Rights in all material, whether of the Tenderer or a third party, submitted by a Tenderer in its Tender is assigned to the Principal, without any requirement for further documentation or writing, upon acceptance by the Principal of its Tender.
- 13.2 To the extent that any material submitted by a Tenderer is the subject of pre-existing Intellectual Property Rights of third parties, the Tenderer warrants that it is able to procure an assignment of all such Intellectual Property Rights to the Principal and agrees to obtain such assignment upon acceptance of its Tender.
- 13.3 The Tenderer indemnifies the Principal against any loss, costs, expenses, demands or liability, whether direct or indirect, arising out of any claim by a third party against the Principal alleging that the material contained in the Tender or acts by the Principal in relation to the Principal's use of the Tender material infringe any Intellectual Property Rights of that third party.

14. RIGHT TO INFORMATION AND DISCLOSURE

- 14.1 The *Right to Information Act 2009* (Qld) ("RTI Act") provides members of the public with a legally enforceable right to access documents held by Queensland Government agencies. The RTI Act requires that documents be disclosed upon request, unless the documents are exempt or on balance, disclosure is contrary to public interest.
- 14.2 Information contained in a Tender is potentially subject to disclosure to third parties. In the assessment of any disclosure required by the Principal pursuant to the RTI Act, the Tenderer accepts that any information provided in its Tender, including information marked as confidential, will be assessed for disclosure in accordance with the terms of the RTI Act.
- 14.3 Notwithstanding any other provision of the Tender Documents or a Tender, if a Tender is accepted, the Principal may publish on a Queensland Government website or by any other means, Contract information including:
- (a) the name and address of the Principal and the successful Tenderer;
 - (b) a description of the goods and/or services to be provided pursuant to the Contract;
 - (c) the date of award of Contract (including the relevant stages if the Contract involves more than one stage);

- (d) the Contract value (including the value for each stage if the Contract involves more than one stage and advice as to whether any non-price criteria were used in the evaluation of tenders);
- (e) the procurement method used; and
- (f) for contracts with a value over \$10 million, the Contract, or summary information in respect of the Contract, between the Principal and the Contractor.

14.4 For open tenders, where the Tender Price has a weighting of 100% in the Tender Evaluation Criteria, the Principal may publish the names of all Tenderers and lump sum Tender Prices tendered.

15. REGISTRATION AS A PRE-QUALIFIED TENDERER

The Principal may decline to consider or accept a Tender from a Tenderer who, prior to the award of Contract, does not hold a Certificate of Prequalification, or is not appropriately registered for the work the subject of the Tender, pursuant to the Prequalification (PQC) System released and current at the time and date at which Tenders were invited.

16. TENDERER WARRANTIES

16.1 The Tenderer warrants that in submitting its Tender, except as expressly disclosed in its Tender:

- (a) it has no knowledge of the Tender Price of any other tenderer, nor has it communicated with any other tenderer in relation to the Tenderer's Tender Price, or a price above or below which a tenderer may tender (excluding any pricing advised by the Principal), nor has it entered into any contract, arrangement or understanding with another tenderer to the effect that the Tenderer or another tenderer will tender a non-competitive sum, for the work the subject of the Tender, at time of submission of its Tender;
- (b) it has not entered into any contract, arrangement or understanding to pay or allow any money directly or indirectly to a trade, industry, or other association (above the published standard fee) relating in any way to its Tender or any contract that may be entered into consequent thereon;
- (c) it has not paid or allowed any money or entered into any contract, arrangement or understanding to pay or allow any money directly or indirectly to or on behalf of any other tenderer, nor received any money or allowance from or on behalf of any other tenderer, relating in any way to its Tender or any contract that may be entered into consequent thereon;
- (d) it shall maintain the skill and expertise necessary to complete the Contractor's Activities for the duration of the Contract;
- (e) all persons nominated in the Tender as key personnel will remain working on the project to the extent indicated in the Tender unless the Principal otherwise consents in writing;
- (f) it will fulfil all aspects of the Tender, including without limitation the Tenderer's Tender evaluation criteria offers;
- (g) it will comply with the Ethical Supplier Threshold, the Ethical Supplier Mandate and the Supplier Code of Conduct;
- (h) it will cooperate with the Principal, the QGP Compliance Branch and any Government Department or Instrumentality for Ethical Supplier Threshold compliance and investigative purposes including, without limitation, providing any requested documents related to the Tenderer's compliance with the Ethical Supplier Threshold;
- (i) it will fulfil all obligations required in respect of Queensland Government policies; and
- (j) it will give the Principal prior notice of any likely change in circumstances in respect of this clause 16.

16.2 The Tenderer agrees that the foregoing warranties shall form part of the proposed Contract and a breach of any of the foregoing warranties shall be a substantial breach of Contract under the proposed Contract.

- 16.3 In addition to any other actions the Principal may take, any breach of the warranties given in this clause 16 will result in a review of the Tenderer's PQC registration status.

17. ETHICAL SUPPLIER THRESHOLD

- 17.1 The Tenderer must comply with the Ethical Supplier Threshold and the Tenderer must provide true and correct responses to the criteria set out in the Ethical Supplier Threshold questionnaire on the Tender Form.
- 17.2 If, at any time after the Tenderer submits its Tender, the Tenderer's responses to the criteria set out in the Ethical Supplier Threshold questionnaire are no longer true and correct for any reason, the Tenderer must promptly notify the Principal's Contact Officer of the change to the Tenderer's response.
- 17.3 The Tenderer acknowledges that if, at any time, the Tenderer's response to a criterion set out in the Ethical Supplier Threshold questionnaire on the Tender Form is "yes", the Principal may:
- (a) in accordance with clause 9.2, decline to evaluate the Tender, as if it were an Alternative Tender; or
 - (b) in accordance with clause 9.1, decline to accept the Tender.

18. ETHICAL SUPPLIER MANDATE

- 18.1 The Principal may decline to consider or accept a Tender from a Tenderer who, at the date of submission of the Tender and any time prior to the award of Contract, is subject to a current sanction under the Ethical Supplier Mandate according to the online supplier check tool released and current at the time and date at which Tenders were invited.
- 18.2 Notwithstanding any other provision of the Tender Documents or a Tender, the Tenderer acknowledges and agrees that the Principal may refer matters about the Tenderer's compliance with the Ethical Supplier Mandate and the Ethical Supplier Threshold to the QGP Compliance Branch which may, in its absolute discretion, publish information about the Tenderer's compliance with the Ethical Supplier Mandate and the Ethical Supplier Threshold including but not limited to information about sanctions and penalties imposed on the Tenderer.

19. PERFORMANCE REPORTING

- 19.1 The Tenderer acknowledges that:
- (a) if the Tenderer is awarded a Contract, the Principal will, in accordance with the Prequalification (PQC) System, prepare and submit performance reports to the PQC Registrar. The performance reports may include, amongst other things, information regarding:
 - (i) achievements or compliance with representations made in response to evaluation criteria listed in Schedule 1 to the Conditions of Tender;
 - (ii) compliance with any legislation relating to workplace health and safety, industrial relations, taxation and workers compensation legislation; and
 - (iii) compliance with the provisions of the Conditions of Contract for Term Maintenance, including, but not limited to, those clauses concerning Collusive Arrangements (Clause 28), Subcontracting (Clause 7.2), Occupational Health and Safety Audit (Clause 16.4), the Training Policy (Clause 30.1), Site Personnel Register (Clause 8.3) and Payment of Workers and Subcontractors (Clause 24);
 - (b) the Queensland Government has published a document entitled "Building and construction Code of Practice 2000", previously entitled "Queensland Code of Practice for the Building and Construction Industry" (the Code of Practice). The Tenderer is reminded that by being registered pursuant to the Prequalification (PQC) System they have provided an undertaking that they will abide by the Code of Practice; and
 - (c) an adverse performance report or non-compliance with the Code of Practice will result in a review of the Contractor's PQC registration status.

SCHEDULE 1 – Tender Evaluation

Principal's Determination

The Principal shall determine whether a Tender is an Alternative Tender or Conforming Tender and, in doing so, shall have regard to the following, without limitation:

1. whether the Tender contains errors of an administrative nature which do not amend or change the substance of the offer;
2. whether the Tender contains clarification of an ambiguity; and
3. the extent to which the Tender does not contain all of the documents required by the Tender Documents to be submitted.

In making a determination, the Principal's consideration shall not be limited to the matters nominated at 1, 2 and 3 above.

Where, in addition to the Tender Price, the Tenderer is required to submit information addressing other tender evaluation criteria and the Tenderer fails to address any of the criteria then the Tender shall be deemed to be an Alternative Tender. Where the Tenderer is required to submit information addressing tender evaluation criteria in addition to the Tender Price, the Tenderer must be able to demonstrate and evidence ability against each of the criteria. If, in the opinion of the Principal, in any criteria, the Tenderer fails to demonstrate a satisfactory ability in relation to that criterion, the Principal may decline to further evaluate the Tender. Without limiting the foregoing, if the criteria have points allocated to it and the Tenderer receives a point score less than 50% of the highest possible point score for a given criterion, the Principal in its absolute discretion may decline to further evaluate the Tender.

Any Tender that contains qualifications shall be deemed to be an Alternative Tender.

In the event that the Tender contains an ambiguity in relation to the Tender Price, then the "Tender Price" inclusive of GST amount in words stated in the Tender Form shall prevail.

Tender Evaluation Criteria – Conforming Tenders

Where the Price Criterion - Tender Price is the only criterion given a weighting or is allocated points, the Tenderer is not required to provide information in relation to any other criteria.

GUIDE NOTE [Delete before publishing]

- ***The Project Manager must determine and document the applicable tender evaluation methodology***
- ***The Project Manager must complete the Non-Price Criteria, and how it will be evaluated, as applicable for the project.***

Tender Evaluation Criteria – XXX Method

GUIDE NOTE [Delete before publishing]

- ***The Project Manager must determine and document the applicable tender evaluation methodology.***
- ***The Project Manager must complete the Non-Price Criteria, and how it will be evaluated, as applicable for the project.***

The Tenderer must objectively and numerically identify the extent to which the Tender addresses the above criteria (other than the Tender Price) and otherwise substantiate the Tender in respect of the criteria in a submission containing not more than 5000 words. Responses to the above criteria (other than the Price Criterion) shall be bound separately to the Tender Form and shall not include the Tender Price.