



RESPONSE SCHEDULES

Sale & Removal of House – 49 Boonkai Street, Quilpie, QLD

CONTRACT NO.: **T05 25-26**

Notice to Tenderer: Collection, Use and Disclosure of Information

1. Information Privacy

- 1.1 The Principal collects personal information and non-personal information in the Tender so that it can properly conduct the procurement process and otherwise carry out its functions as a local government authority. The Principal is authorised to collect this information under the Local Government Act 2009 (Qld) (**LGA**) and the Local Government Regulation 2012 (Qld). The information in the Tenderer's Tender will be accessible by employees of the Principal and third party personnel engaged to assist the Principal in conducting the procurement process or otherwise carrying out the functions of the Principal. Information in the Tender may also be disclosed in accordance with the Procurement Process Conditions and as required by law, including the Local Government Regulation 2012 (Qld) (**LGR**) and the Right to Information Act 2009 (Qld) (**the RTI Act**) as described below.

2. Publication and display of relevant details under Local Government Regulation

- 2.1 The LGR provides that the Principal must, as soon as possible after entering into a contractual arrangement worth \$200,000 or more (exclusive of GST) publish relevant details of the contract (including the person with whom the Principal has entered into the contractual arrangement, the value of the contractual arrangement and the purpose of the contractual arrangement) on the Principal's website and display relevant details of the contract in a conspicuous place in the Principal's office. The relevant details must be published or displayed in this manner for a period of at least 12 months.
- 2.2 The Principal may also be required to make documentation and information contained in, or provided by the Tenderer in connection with, a Tender (including documentation and information identified by the Tenderer as confidential) publicly available where that documentation or information is:
- (a) discussed in a local government meeting (as that term is defined in the LGA (**Local Government Meeting**));
 - (b) included in a report or other document that:
 - (i) relates to an item on the agenda for a Local Government Meeting and is made available to councillors or committee members for the purposes of the meeting;
 - (ii) is directly relevant to a matter considered or voted on at a Local Government Meeting; or
 - (iii) is presented at a Local Government Meeting for the consideration or information of the local government or committee; or
 - (c) otherwise required to be disclosed pursuant to a provision of the LGA or the LGR.

3. Disclosure under Right to Information Act

- 3.1 The RTI Act provides members of the public with a legally enforceable right to access documents held by Queensland Government agencies (including the Principal). The RTI Act requires that documents be disclosed upon request, unless the documents are exempt or on balance, disclosure is contrary to public interest. Information or documentation contained in or provided by a Tenderer in connection with a Tender is potentially subject to disclosure to third parties, including documentation and information identified by the Tenderer as confidential. Any application for disclosure will be assessed in accordance with the terms of the RTI Act.
- 3.2 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 or works to be carried out pursuant to the contract;
 - (c) the date of award of the 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 Tenderer.

Tender Overview and Checklist

The Tenderer is to attach this checklist and all of the documents and information stated in the table below, to its Tender. A Tender which does not include this checklist and all of the information below may be treated as a Non-Conforming Tender. Terms which are capitalised but not defined in these Response Schedules have the meaning assigned to them in the written request for Tender documents which were issued or made available to the Tenderer with these Response Schedules.

Item	Acknowledge/Complete– Yes ✓	Acknowledge/Complete – No X
Response Schedule Form	<input type="checkbox"/>	<input type="checkbox"/>
Schedule A – Tenderer Details, Conflict of Interest and Legal Matters	<input type="checkbox"/>	<input type="checkbox"/>
Schedule A1 – Tenderer Details	<input type="checkbox"/>	<input type="checkbox"/>
Schedule A2 – Tenderer's Representative	<input type="checkbox"/>	<input type="checkbox"/>
Schedule A3 – Conflict of Interest	<input type="checkbox"/>	<input type="checkbox"/>
Schedule B - Scope	<input type="checkbox"/>	<input type="checkbox"/>
Schedule B1 –Scope	<input type="checkbox"/>	<input type="checkbox"/>
Schedule B2 –Specification	<input type="checkbox"/>	<input type="checkbox"/>
Schedule C – Enquires	<input type="checkbox"/>	<input type="checkbox"/>
Schedule D – Methodology & Timeline	<input type="checkbox"/>	<input type="checkbox"/>
Schedule D1 – Methodology & Timeline	<input type="checkbox"/>	<input type="checkbox"/>
Schedule E –T05 25-26 Offer	<input type="checkbox"/>	<input type="checkbox"/>

Response Schedule Form

Tender: T05 25-26 Sale & Removal of House - 49 Boonai Street, Quilpie, QLD

[TENDERER TO INSERT CORRECT LEGAL ENTITY OF TENDERER]:

1. [TENDERER TO INSERT CORRECT LEGAL ENTITY OF TENDERER] lodges a Tender for the purchase of House - 49 Boonai Street, Quilpie, QLD in accordance with the Tender Documents, incorporating:
 - (a) the Request for Tender;
2. acknowledges that it has read and understood the Tender Documents and in particular all of its obligations under, warranties given or to be given in, and representations made or to be made in the Tender Documents or any part of them; and
3. acknowledges that this Tender remains valid and open for acceptance until the end of the Tender Validity Period.

Signed for and on behalf of the Tenderer by:

Name:	<u>[TENDERER TO INSERT NAME OF SIGNATORY]</u>
Position:	<u>[TENDERER TO INSERT POSITION OF SIGNATORY]</u>
Signature:	<u>[TENDERER TO SIGN]</u>
Date:	<u>[TENDERER TO INSERT DATE]</u>

who warrants that they are duly authorised to sign for and on behalf of [TENDERER TO INSERT NAME OF TENDERER]

Note: The Tender Form is to be signed for and on behalf of the Tenderer by a person or persons having full authority to bind the Tenderer for the purposes of the Tender and evidence of such authority must be provided on request.

Schedule A – Tenderer Details, Conflict of Interest and Legal Matters

Schedule A1 – Tenderer Details

Name of Tenderer:

Head Office Address:

Local Branch Office Address:

ABN or ACN: (if applicable)

Trading As: (if applicable)

QBCC Licence No. (if applicable):

QBCC Licence Category (if applicable):

Telephone Number:

Name of Parent Company: (if applicable)

Names of Subsidiary and Associated
Companies: (if applicable)

Is the Tenderer acting as a trustee of a Trust?

Name and Details of Tenderer's Trust*

Trust Name:

Schedule A2 – Tenderer's Representative

Please identify the person who will be the Tenderer's representative during the Procurement Process.

Name of Representative:

Office Number:

Mobile Number:

Email address:

Postal Address:

Schedule A3 – Conflict of Interest

Will any actual or potential conflict of interest in the performance of the Tenderer's obligations exist if the Tenderer is engaged to carry out the whole or part of the Scope during the Term, or are any such conflicts of interest likely to arise during the life of the contract?

Yes ☐

No ☐

If Yes, please provide details of any actual or potential conflict of interest and the way in which any conflict will be dealt with below:

[Click once and start typing]

Schedule B - Scope

Schedule B1 – Scope

Quilpie Shire council invites tenders from the public for the sale & removal of Sale & Removal of House located at 49 Boonkai Street, Qilpie, QLD, 4480.



4x bedrooms with a sleep out/ enclosed veranda
1x Living room
1x toilet/bathroom
1x Kitchen
1x Evap through the lounge room wall
1x Laundry attached to rear of the house

Additional photos of the house are attached, see documents titled '49 Boonkai Street'.

Schedule B2 – Specifications

1. The successful Tenderer shall be required to pay the tendered sum to Council, at the Administration Office Quilpie - by cash, bank cheque or by direct deposit, before collection is made.

2. All services to the house will be disconnected by Council staff prior to removal.
3. The removal of the toilet blocks must be within 90 days from purchase date.
4. Once purchased, the Buyer (successful tenderer) assumes full responsibility for any damages that may occur to the item, and the Seller (Council) shall not be held liable for any such damage.
5. The successful tenderer has full responsibility for the removal of the house.

5.1 Removal of the house is to be in accordance with duties outlined under Work Health and Safety Act 2011 and the Work Health and safety Regulation 2011. Relocating a building is considered as 'construction work', the WHS regulations defines certain construction work as high risk, including construction work that:

- involves a risk of a person falling more than 2 m
- involves demolition of an element of a structure that is load-bearing or otherwise related to the physical integrity of the structure
- involves, or is likely to involve, the disturbance of asbestos
- involves structural alterations or repairs that require temporary support to prevent collapse
- is carried out on or near energised electrical installations or services
- is carried out in an area at a workplace in which there is any movement of powered mobile plant
- is carried out on or near a road or other traffic corridor that is in use by traffic other than pedestrians
- in or near a trench with an excavated depth greater than 1.5 m
- near water or other liquid that involves a risk of drowning.

Consideration must be given to the high-risk construction work activities to be carried out onsite, the hazards and risks arising from these activities and the measures to be put in place to control the risks.

- hazards and control measures relevant to the site (e.g. Collection site)
 - Overhead and underground electrical services
 - Assess the condition and stability of the dwelling before it is moved
 - Consider the durability, load limits
6. The buyer shall be fully responsible for any damage caused to Council assets, including but not limited to roads, footpaths, lighting, drainage systems, and surrounding structures, during the removal/collection, and shall promptly repair or replace such damage at their own cost upon notification from the Council.
 7. Council reserves the right to not accept the highest or any tender.

Schedule C – Enquires

Any enquiries are to be posted to VendorPanel or emailed to tenders@quilpie.qld.gov.au

Schedule D – Methodology & Timeline

Schedule D1 – Methodology & Timeline

Methodology and Timeline- Tenderer to provide the method and timeline proposed for the purchase and removal of the house located at 49 Boonkai Street, Quilpie, 4480 QLD.

Methodology & Timeline -

Schedule E – T05 25-26 Offer

TO: The Chief Executive Officer
Quilpie Shire Council
PO Box 57
Quilpie QLD 4480

I/We the undersigned, do hereby submit this tender to purchase and remove the House located at 49 Boonkai Street, Quilpie QLD 4480, as per T05 25-26.

As described in the T05 25-26 document for the amount set out below, and to removed within the time set out below.

1. OFFER

Price including GST	
Removal Date	

2.TENDERER DETAILS

Authorised Representative Name:	
Signature	
Date	