SOUTH BURNETT
REGIONAL COUNCIL

S2 - Invitation to Offer

Non-Returnable Schedule

Contract No. SBRCQ-21/22-21

for

One (1) Friesian Bullock

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1. Background and General Information

Council is inviting offers for the acquisition of one (1) Friesian Bullock. Collection of the animal will be from the Coolabunia Saleyards, D'Aguilar Highway, Coolabunia. The tenderer will be liable for any costs associated with collection.

Receipt of offers close 12 noon on Thursday 30 September 2021. The highest or any offer may not necessarily be accepted.

2. Agreement to be bound by Invitation to Offer

In consideration of Council:

(a) inviting the Respondent to submit an Offer for the goods, services and/or works, as applicable, as described in clause 1 and more particularly described in the Scope and Specification; and

(b) agreeing to evaluate each Offer submitted by the Respondent in accordance with this Invitation to Offer,

the Respondent agrees to be bound by this Invitation to Offer for each Offer submitted by the Respondent.

3. Definitions

(a) This Invitation to Offer uses definitions, some of which are found elsewhere in the Offer Documents. Respondents should note the following defined terms:

Term	Definition
Addenda or **Addendum**	means any document issued by Council pursuant to clause 7 of this Invitation to Offer.
Business Day	means a day other than a Saturday, Sunday or a public holiday in the South Burnett, Queensland.
Closing Date for Enquiries	means the date and time specified in clause 5 of this Invitation to Offer or such other date as may be determined by Council.
Closing Time	means the date and time specified in clause 5 of this Invitation to Offer or such other date as may be determined by Council in accordance with clause 14.3(c)(ii).
Conforming Offer	means an Offer that complies with clause 13.1.
Council	means South Burnett Regional Council and includes where relevant any of its Personnel.
E-Procurement Platforms	means the e-procurement tools and platforms used by Council for this Invitation to Offer.
Legislative Requirements	includes: (a) acts, regulations, by-laws, ordinances, orders, awards and proclamations of the Commonwealth, the State or Territory or of the local government in which the Supply or any part thereof is being carried out; (b) certificates, licences, consents, permits, approvals and requirements of organisations having jurisdiction in connection with the carrying out of the Supply; and (c) fees and charges payable in connection with the foregoing.
Non-Conforming Offer	means an Offer that complies with clause 13.2 is not a Conforming Offer.
Non-Returnable Schedule	means any Schedule marked 'Non-Returnable Schedule'. For the avoidance of doubt, the Respondent is not required to complete or submit Non-Returnable Schedules with its Offer.
Offer	means any offer submitted by a Respondent in accordance with this Invitation to Offer and may include a Non-Conforming Offer.
Offer Documents	has the meaning given to it in clause 6 of this Invitation to Offer and, without limitation, includes this Invitation to Offer.
Personal Information	has the meaning given to it in the *Information Privacy Act 2009* (Qld). A non-exhaustive list of examples of Personal Information are: (a) a person's name, age, address, phone number or email address; (b) a person's signature; or (c) a person's salary, bank account or financial details.

Term	Definition
Personnel	has the meaning given to it in clause 23.5 of this Invitation to Offer.
Policies and Plans	means Council's published or to be published policies and plans which may be amended from time to time, including those published on www.southburnett.qld.gov.au
Pricing Schedule	means the schedule (in the form set out in Returnable Schedule 2) to be completed by the Respondent which specifies the amount of money for which the Respondent offers to carry out the Supply.
Procurement Process	means any process carried out by Council relating to the subject of this Invitation to Offer, including this Invitation to Offer, the evaluation of Offers and may also include, without limitation, an expression of interest process, a tender process or a 'best and final offer' process.
Respondent	means the person, company or other entity that submits an Offer.
Returnable Schedule	means any Schedule marked 'Returnable Schedules' which must be completed by the Respondent and submitted with its Offer.
Schedules	means any schedules attached to this Invitation to Offer, including Returnable Schedules and Non-Returnable Schedule.
Scope and Specification	means the document created by or on behalf of Council and included in the Offer Documents as Non-Returnable Schedule 1, setting out the Supply which may be required to be carried out by the successful Respondent.
Site	means the site or sites at which the Supply is to be carried out.
Supply	means the goods, services and/or works, as applicable, that: (a) the shortlisted Respondent(s) may be invited to tender for by Council; or (b) are being procured pursuant to this Invitation to Offer, as described in clause 1 and more particularly described in the Scope and Specification.

(b) Other terms may be defined in the text of the Offer Documents.

4. Interpretation

In this Invitation to Offer:

(a) the singular includes the plural and vice versa and a gender includes other genders;

(b) a reference to a party is to be construed as a reference to a party to this Invitation to Offer and includes its successors and permitted assigns;

(c) a reference to an item in a clause, schedule, annexure or appendix is a reference to an item in the clause or schedule, annexure or appendix to this Invitation to Offer and references to this Invitation to Offer include its schedules and any annexures;

(d) 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;

(e) a reference to a document or agreement including this Invitation to Offer includes a reference to that document or agreement as amended, novated, supplemented, varied or replaced from time to time;

(f) in the interpretation of this Invitation to Offer, headings are to be disregarded;

(g) no rule of construction or interpretation applies to the construction or interpretation of this Invitation to Offer to the disadvantage of Council on the basis that Council prepared this Invitation to Offer or any part of it;

(h) a reference to legislation or to a provision of legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it; and

(i) the words 'including' and 'includes' and any variants of those words, will be read as if followed by the words 'without limitation'.

5. Timetable

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

Action	Time / Date
Invitation to Offer released / Date of advertisement	12 noon, Thursday 23 September 2021.
Platform used	Media
Closing Date for Enquiries	11.00 am (Australian Eastern Standard Time) on Thursday 30 September 2021
Closing Time	12.00 pm (Australian Eastern Standard Time) on Thursday 30 September 2021.
Respondent interviews	Mandatory ☐ Non-mandatory ☒ If Respondent interviews are 'Mandatory', the time(s) and location(s) for such interview will be nominated by Council in accordance with clause 17.2.

6. Offer Documents

The Offer Documents are:

(a) this Invitation to Offer and its Schedule/s;

(b) Scope and Specification; and

(c) any Addenda issued pursuant to clause 7.

7. Modification and or clarification of the Offer Documents (Addenda)

(a) Council may at any time prior to the Closing Date for Enquiries modify or clarify any provision or part of the Offer Documents by:

(i) uploading a written Addendum to the E-Procurement Platform; or

(ii) issuing a written Addendum by mail, facsimile or email to all Respondents.

(b) If Council issues an Addendum, Respondents must take the information into account in the preparation of its Offer.

8. Enquiries

(a) Any enquiries by Respondents are to be posted to the E-Procurement Platform's 'Online Forum' by the Closing Date for Enquiries. All enquiries and responses may be viewed by other Respondents.

(b) Council will use reasonable endeavours to respond to queries, comments or questions.

(c) Without limiting clause 8(b), Council will not respond to any enquiries after the Closing Date for Enquiries.

(d) Without limiting any other part of this Invitation to Offer, Council will not be bound by any advice given or not given, or information furnished or not furnished (whether in writing or verbally), by any officer or consultant of Council, nor in the event that any advice or information is inaccurate, out of date or incomplete in respect of the Supply, the Offer or the Procurement Process.

(e) Council may, at its discretion, provide feedback to both successful and unsuccessful Respondents, but is under no obligation to do so.

(f) Respondents must not direct requests for information to, or seek to discuss the Procurement Process with, any Councillor or officer of Council and Council will not be bound by any advice or information furnished by a Councillor or Council officer with respect to the Offer.

9. Lodgement of Offers

9.1 Electronic submission

(a) Offers must be submitted electronically via the E-Procurement Platform.

(b) Respondents must be registered with the E-Procurement Platform which Council is using for this Invitation to Offer. Respondents must register and open an account on the relevant E-Procurement Platform to:

(i) have access to all Offer Documents; and

(ii) submit an Offer.

(c) Respondents should allow sufficient time for lodgement of their Offers, including time that may be required for any problem troubleshooting and resolution prior to the Closing Time.

(d) When an Offer has been successfully submitted via the E-Procurement Platform, an on-screen receipt will confirm that the Respondent's submission has been completed successfully. The on-screen receipt will record the time and date the Respondent's Offer was received by the E-Procurement Platform and will be conclusive evidence of the submission of an Offer.

(e) Failure to receive an on-screen receipt means that the submission has not been completed successfully. Where no receipt has been displayed by the E-Procurement Platform, the attempted submission will be deemed to have been unsuccessful.

(f) The submission of an Offer via the E-Procurement Platform by a Respondent's registered business representative will constitute an electronic signature in accordance with the *Electronic Transactions (Queensland) Act 2001*.

(g) All queries and requests for technical or operational support related to downloading files from, or uploading files to, the E-Procurement Platform must be directed to the help desk of the E-Procurement Platform. The contact details and business hours for help desk are available on the E-Procurement Platform.

9.2 Other forms of submission

An Offer submitted in person or by facsimile or email is a Non-Conforming Offer.

9.3 Opening of Offers

(a) Subject to clause 9.3(b), there will be a public opening of Offers.

(b) Council will only disclose the names of the Respondents who have submitted an Offer by the Closing Time during the public opening of Offers and will not, for the avoidance of doubt, be bound to communicate and/or advertise the value of Offers of any Respondent during public openings.

9.4 No representation

Any letter or other form of written or oral acknowledgment by Council of receipt of the Offer does not imply that the Offer has been admitted or accepted as a Conforming Offer or a Non-Conforming Offer and nor does it constitute any representation by Council as to any other matter.

10. Offer validity period

Any Offer lodged remains valid and binding upon the Respondent for a period of 90 Business Days from the Closing Time and then remains available for acceptance until withdrawn by the Respondent or Council concludes the procurement process.

11. Late Offers

Offers lodged with or received by Council after the Closing Time are deemed to be late and will be opened and registered separately. Council may, but is not bound to, consider or evaluate a late offer.

12. Offer requirements

12.1 Documents to be submitted with Offers

In their Offers, Respondents must provide all information required by the Offer Documents, including:

(a) a completed schedule of the Respondent's details (Returnable Schedule 1);

(b) subject to clause 12.2, a completed Pricing Schedule (Returnable Schedule 2);

(c) a completed schedule of the Respondent's Certificates of Insurances (Returnable Schedule 3);

(d) any information set out and required in this Invitation to Offer and the Returnable Schedules; and

(e) any other information required by the Offer Documents.

12.2 Offer price

If this Invitation to Offer is not for an expression of interest process, the amount of money which the Respondent offers to carry out the Supply must be included in the Pricing Schedule and the completed schedule of the Respondent's details (Returnable Schedule 1). All amounts must be exclusive of GST and in Australian Dollars.

13. Conforming Offer

13.1 Conforming Offer

To be considered to be a Conforming Offer, an Offer must:

(a) contain all the documents and information described in clause 12.1

(b) strictly comply with the Scope and Specification with no departures; and

(c) in all other respects comply with this Invitation to Offer and all applicable Legislative Requirements and Policies and Plans.

13.2 Non-Conforming Offer

(a) An Offer that does not comply with clause 13.1 is a Non-Conforming Offer.

(b) Council may, but is not bound to, consider or accept a Non-Conforming Offer.

14. Acceptance and consideration of Offers

14.1 Council not obliged

Council is under no obligation to:

(a) review or consider any Offer submitted;

(b) shortlist any Respondent (if applicable);

(c) accept the lowest Offer (if applicable);

(d) accept any Offer; or

(e) negotiate or sign a contract for the Supply with any Respondent.

14.2 Council may annul Procurement Process

Without limiting any other term of this Invitation to Offer, Council may shortlist Respondents (if applicable), accept or reject any Offer (including rejecting all Offers in order to reissue this Invitation to Offer) or annul the Procurement Process, at any time, or terminate the Procurement Process, without any obligation to inform the affected Respondent or Respondents of the grounds for Council's action or inaction.

14.3 Council's other discretions

(a) At any time and in its absolute discretion, Council may:

(i) invite all Respondents to change its Offer to take account of a change in any regard concerning the Offer Documents, including to the Scope and Specification; and

(ii) change the Closing Time by issuing all Respondents an Addendum under clause 7(a).

(iii) under Chapter 6 Contracting, section 228 (7) of the *Local Government Regulation 2012* invite all persons who submitted an Offer to change their Offer to take account of the change (of specification) before making a decision on the Offer.

(b) After the Closing time may invite all Respondent change their Offer to take into account of a change in the offer specifications.

(c) At any time before the Closing Date for Enquiries and in its absolute discretion, Council may:

(i) invite all Respondents to change its Offer to take account of a change in any regard concerning the Offer Documents, including to the Scope and Specification; and

(ii) change the Closing Time by issuing all Respondents an Addendum under clause 7(a).

(d) Notwithstanding any other provision of this Invitation to Offer, Council may, in its absolute discretion, and without limiting any other right which Council may have, do any one or more of the following at any time (and without any obligation to do so):

(i) request clarification or additional information from any Respondent;

(ii) provide additional information to any or all Respondents;

(iii) discontinue negotiations with any Respondent;

(iv) proceed to negotiate with one Respondent or a third party, but not with other or any Respondents, and without any obligation to notify other or any Respondents that it is so proceeding;

(v) without limiting clause 14.3(d)(iv), enter into discussions with one or more Respondents;

(vi) shortlist or refuse to shortlist any or all Offers received (if applicable); and

(vii) decide not to proceed with the Procurement Process and not shortlist any Respondent, accept any Offer and/or enter any contract for the Supply.

14.4 Acceptance of an Offer

(a) An Offer is deemed to be accepted by Council only when Council provides to a Respondent a letter of award. For the avoidance of doubt, a letter of award under this clause 14.4(a) will refer only to written notice given by Council which is expressly titled 'Letter of Award' and expressly states that it is a notice given to the Respondent for the purposes of this clause 14.4(a).

(b) Council will use reasonable endeavours to a Letter of Award under clause 14.4(a) within 90 Business Days from the Closing Time.

15. Warranties

15.1 Respondent's investigations

In submitting an Offer, the Respondent warrants that it has carried out all relevant investigations and has examined and acquainted itself with and satisfied itself concerning:

(a) the contents of the Offer Documents and their completeness, currency and accuracy;

(b) all information which is relevant to the risks, contingencies and other circumstances which could affect the Offer; and

(c) the accuracy, completeness and sufficiency of the Offer.

15.2 Respondent's ability

In submitting an Offer, the Respondent further warrants:

(a) the accuracy of all information provided by the Respondent in the Offer;

(b) that it has all necessary experience, skill and resources to perform and carry out its obligations in accordance with the Offer Documents;

(c) that the Respondent is ready, willing and able to commence and carry out the Supply if required by Council; and

(d) that its Offer complies with all applicable Legislative Requirements and Policies and Plans.

16. Investigations by Respondents

Respondents must make their own investigations as to the nature of the Site(s) and its surrounds and satisfy themselves as to the accuracy and completeness of any matters stated in the Offer Documents and of any assumptions upon which Respondents base their Offers prior to submitting their Offer.

17. Information required after opening of Offers

17.1 Respondent to provide additional information if requested

The Respondent must provide, after the opening of Offers, any additional information which may be requested by Council for evaluation of the Offer(s).

17.2 Respondent interviews

(a) Clause 17.2 will only apply if clause 5 provides that Respondent interviews are 'Mandatory'.

(b) Without limiting clause 14, the Respondent must make itself available after the Closing Time to attend an interview in relation to their Offer at the time(s) and at the location(s) nominated by Council. The Respondent must be represented at such interviews by a responsible member or members of its staff who are conversant with all technical, financial and contractual details of the Respondent's Offer, who are authorised to make, at the interview, any decision on behalf of the Respondent and who are able to indicate the relative values of any items under discussion.

18. Offer evaluation

18.1 Statutory evaluation

Evaluation of Offers will be generally in accordance with the requirements of the *Local Government Act 2009* and the *Local Government Regulation 2012*, including that Council will 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; and

(e) ethical behaviour and fair dealing.

18.2 Other

In addition to the principles in clause 18.1 factors which will be taken into consideration by Council in assessing Offers and Respondents include:

No	Criteria
1	Compliance with this Invitation to Offer, including Schedules
2	Price
3	Value for Council

19. Reliance by Respondent

19.1 Council makes no representations

Council does not make any representations, express, implied or inferred, or provide any undertakings to Respondents other than to invite them to submit an Offer.

19.2 Offer information for convenience only

Any information supplied to a Respondent in the Offer Documents or otherwise or in subsequent oral or written communication by or on behalf of Council is provided to the Respondent for convenience only and may not be complete, up to date or accurate.

19.3 Respondent not to rely

The Respondent must not rely upon any matter disclosed or representation, warranty or statement (oral or otherwise) made to the Respondent by Council, whether in the Offer Documents or otherwise, and must make and rely solely upon its own independent investigation, judgment and assessment of any such matter or representation.

19.4 Respondent to examine information

The Respondent must carefully review the Offer Documents and all documentation and all other material provided and must make any enquiries which the Respondent considers necessary or desirable to verify the information and materials contained in the Offer Documents or in any subsequent oral or written communication or material.

20. No collusion

The Respondent warrants that:

(a) neither the Respondent nor any of its employees, officers or agents nor any other party on its behalf had any knowledge of the Returnable Schedules of any other Respondent prior to submitting its Offer nor has the Respondent disclosed to any rival Respondent its Returnable Schedules;

(b) neither the Respondent nor any of its employees, officers or agents nor any other party on its behalf have entered into any contract, arrangement or understanding having the result that on being shortlisted for the Supply, having its Offer accepted and/or being awarded the contract for the Supply, the Respondent will pay to any unsuccessful Respondent any moneys or other reward in respect of or in relation to the Offer, Procurement Process and/or any contract for the Supply; and

(c) the Offer is a genuine and competitive offer.

21. Conflicts of interest

21.1 Respondent to identify conflicts

Respondents must clearly identify in Returnable Schedule 1 if they have any actual or perceived conflict in responding to this Invitation to Offer, and if so, identify the manner in which they intend to deal with that conflict.

21.2 Respondent to notify if conflict arises

If, at any time, an actual or potential conflict of interest arises for any Respondent, that Respondent must immediately notify Council in writing of that conflict of interest.

21.3 Council's rights

If a Respondent notifies Council of an actual or potential conflict of interest or Council becomes aware of the existence of an actual or potential conflict of interest, Council may, in its absolute discretion:

(a) enter into discussions to seek to resolve such conflict of interest;

(b) cease further consideration of and disregard the Offer lodged by that Respondent; and/or

(c) take any other action, as it considers appropriate.

21.4 Respondent must not canvas support

Any Respondent who directly or indirectly canvasses support from an elected member, employee or agent of Council will be disqualified and any Offer submitted will not be considered.

22. Respondent's costs

(a) Except to the extent expressly provided by this Invitation to Offer, Council is not responsible for, and is not liable to pay for, any costs, expenses, losses or damages (including to a claim for economic loss or loss of opportunity), however arising which a Respondent incurs or becomes liable for in relation to or in connection with:

(i) the preparation of an Offer;

(ii) any error, omission, or misrepresentation (express or inferred) in the Offer Documents;

(iii) any representations by or on behalf of Council;

(iv) the submission of an Offer;

(v) subsequent clarifications to an Offer;

(vi) submissions after lodgement of an Offer (whether or not that submission is required by Council);

(vii) attendance at any Respondent interviews under clause 17.2;

(viii) the termination of the Procurement Process: or

(ix) any other part of the Procurement Process,

and the Respondent releases Council from any such claim whatsoever and howsoever brought or any costs, expenses, losses or damages (including to a claim for economic loss or loss of opportunity) arising from any claim, suit, demand, proceeding or action which, but for this Invitation to Offer, the Respondent may have had against Council in respect of the matters referred to in clauses 22(a)(i) to 22(a)(ix).

(b) Each Respondent participates in this Procurement Process at its own risk.

23. Use of information

23.1 Offers are Council property

All Offers submitted by a Respondent become the property of Council and will not be returned to the Respondents.

23.2 Offer Documents are Council property

The Offer Documents and all documents, information, drawings, specifications, technical information and other material and information provided to a Respondent (whether before or after the issue of this Invitation to Offer):

(a) remain the property of Council;

(b) must only be used for the purpose of preparing its Offer and for no other purpose; and

(c) must not be disclosed to any person other than to a person who is assisting the Respondent in preparing its Offer.

23.3 Intellectual property in Offer Documents

All intellectual property rights which exist in information contained in this Invitation to Offer or any related material will remain the property of Council but the Respondent is permitted to use that information and material for the purpose only of compiling its Offer.

23.4 Confidential Information

(a) Subject to clause 23.4(b), the Respondent must keep confidential all documents in connection with its Offer (including the Offer Documents), the matters discussed with Council or its agents in connection with the Procurement Process and the Respondent's Offer, all correspondence in connection with the Procurement Process and the Respondent's Offer, Council's responses to any queries, comments or questions posted to the E-Procurement Platform's 'Online Forum' (including Council's responses to other Respondents' queries, comments or questions) and any other information which is expressed as (or reasonably inferred to be) provided to the Respondent by Council or its agents in confidence.

(b) The Respondent must obtain the prior written consent of Council to disclose any information referred to under clause 23.4(a).

23.5 Respondent licences Council

Each Respondent licences Council and its officers, employees, agents, advisers and representatives (Personnel) to copy, adapt, amend, disclose or do anything else necessary (in Council's sole discretion) to all material (including that which contains intellectual property rights of the Respondent or other persons) contained in its Offer for the purpose of the Procurement Process, including Council's evaluation of the Respondent's Offer, inviting written tenders for the Supply, negotiating any contract for the Supply with the successful Respondent (if this Procurement Process proceeds to that stage) and this Procurement Process generally.

23.6 Council may make copies

Council and its Personnel may make such copies of an Offer as it requires for those purposes.

23.7 Right to Information Act 2009

(a) The *Right to Information Act 2009* (*RTI Act*) provides members of the public with a right to access documents held by Queensland Government agencies (including local governments).

(b) 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. Information provided by the Respondent is potentially subject to disclosure to third parties pursuant to the *RTI Act*.

(c) 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 Offer. Council cannot guarantee that any information provided by the Respondent will be protected from disclosure under the *RTI Act*.

(d) 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.

(e) Council accepts no responsibility for the accuracy or adequacy of any information it provides to Respondents concerning the content or effect of the *RTI Act*.

(f) Council reserves the right to disclose, by publication by means of media of its choosing upon conclusion of the Procurement Process and/or award of any contract for the Supply, any details of the name and address of the successful Respondent, a description of the Supply, the commencement date of any contract for the Supply awarded, and the price or value of any contract for the Supply awarded.

24. Information Privacy Act 2009 compliance

24.1 Compliance with the *Information Privacy Act 2009*

By submitting an Offer, the Respondent warrants that it has obtained the consent of each individual whose Personal Information is included in the Offer for:

(a) the inclusion of their Personal Information in the Offer;

(b) the use of the Personal Information by Council for the purpose of the Procurement Process, including the evaluation of the Respondent's the Offer; and

(c) the disclosure of the Personal Information to other parties (including professional advisors) as may be involved in assisting Council with the Procurement Process, including the evaluation of the Respondent's Offer.

24.2 Indemnity

The Respondent must indemnify Council against any claim, damage or loss (including legal costs and expenses) that Council may incur as a consequence of a breach by the Respondent of the warranty in clause 24.

24.3 Other

(a) Any Personal Information exchanged between the Respondent and Council must be dealt with in accordance with the *Information Privacy Act 2009*.

(b) The Respondent must immediately notify Council upon becoming aware of any breach of this clause 24.

25. Governing law and jurisdiction

25.1 Governing law

This Invitation to Offer and the Offer Documents are governed by the laws in force in Queensland.

25.2 Governing jurisdiction

Each party irrevocably submits to the exclusive jurisdiction of the courts of Queensland and the courts of appeal from them.

26. Joint and several liability

If a Respondent comprises two or more parties, their obligations and liabilities (whether as a joint venture, consortium, partnership or any other unincorporated grouping of two or more persons):

(a) the obligations and liabilities of those persons is joint and several; and

(b) those persons must notify Council of their representative, who must have authority to bind the Respondent and each of those persons.

Non-Returnable Schedule 1 – Scope and Specification

Council is inviting offers for the acquisition of one (1) Friesian Bullock. Collection of the animal will be from the Coolabunia Saleyards, D'Aguilar Highway, Coolabunia. The tenderer will be liable for any costs associated with collection.

Receipt of offers close 12 noon on Thursday 30 September 2021. The highest or any offer may not necessarily be accepted.