



**Brisbane City Council**

**REGISTER OF PRE-QUALIFIED SUPPLIERS**

# **REQUEST FOR APPLICATIONS**

Provision of Expert Advice on Planning and Environment  
Court matters

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SECURITY LABEL: PUBLIC



*Dedicated to a better Brisbane*

**CONTENTS:**

- 1. Introduction**
  - 1.1 General
  - 1.2 About this Register
- 2. Definitions and interpretation**
  - 2.1 Definitions
  - 2.2 Interpretation
- 3. Applying for Registration**
  - 3.1 How to apply
  - 3.2 Things You agree to by lodging an application
  - 3.3 Register Contact Officer
  - 3.4 Costs of Your Application
  - 3.5 Contact with Us during the Application process
  - 3.6 Our evaluation of Your Application
- 4. Your Registration**
  - 4.1 Registered Supplier
  - 4.2 Tiering
  - 4.3 Mentoring Program/Relationship
  - 4.4 Updated information
  - 4.5 Your rate and changes to Your rate
  - 4.6 Changing Your Contact Officer
  - 4.7 No guarantee
- 5. How this Register is operated**
  - 5.1 Our use of this Register generally
  - 5.2 If We approach you regarding a brief
  - 5.3 Contract formation
  - 5.4 Operation of this Register
- 6. General**
  - 6.1 Liability
  - 6.2 Media contact
  - 6.3 Our discretion
  - 6.4 Lobbying and other improper conduct
  - 6.5 Applicable law
- 7. SCHEDULE B – SPECIFICATIONS**

## 1. Introduction

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### 1.1 General

- (a) Brisbane City Council (Council) has advertised in order to establish a Register of Pre-Qualified Suppliers for the Provision of Expert Advice on Planning and Environment Court matters, whether potential, contemplated or on foot, and associated development assessments, (together, Planning and Environment Court Matters).
- (b) Council encourages You to apply to join this Register if:
  - (i) You are interested in providing Expert Advice Services to Council;
  - (ii) You can address the evaluation criteria outlined in the *SCHEDULE B – SPECIFICATIONS*; and
  - (iii) You can comply with the draft Contract.

### 1.2 About this Register

#### (a) What this Register is for

The Register is for the provision of expert advice to council on Planning and Environment Court Matters. Queensland's planning legislation provides for a range of actions to be taken through the Courts where Council may be a party.

Expert services that may be required by Council in relation to proceedings in the Planning and Environment Court include:

- i. provision of advice.
- ii. participation in "without prejudice" meetings to seek resolution of the matter.
- iii. participation in mediation and the provision of advice to council officers in these proceedings.
- iv. participation in "meetings of experts" when ordered by the Court.
- v. preparation of Joint Expert Report and providing evidence to the Court.

#### (b) Term of this Register

This Register will continue in force up to and including **31 October 2035** unless this Register is terminated at an earlier date by Us.

#### (c) Register Contact Officer

The Register Contact Officer for this Register is:

- Development Assurance and Outcomes Program
- Email: [ExpertAdvisorRegister@brisbane.qld.gov.au](mailto:ExpertAdvisorRegister@brisbane.qld.gov.au)

## 2. Definitions and interpretation

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### 2.1 Definitions

Unless the context otherwise requires:

- (a) **"Applicant"** means the person or legal entity which submits an application to join this Register of Pre-Qualified Suppliers;
- (b) **"Application"** means the application form, completed by the Applicant and lodged with Us;
- (c) **"Conditions of Registration"** means the terms and requirements set out in this document;
- (d) **"Contract"** means a contract entered into between You and Us in accordance with the draft Contract for the Register of Pre-Qualified Suppliers for the Provision of Expert Advice on Planning and Environment Court matters, Contract Number: CW21083;
- (e) **"Evaluation Criteria"** means the criteria including those listed at **SCHEDULE B**;
- (f) **"Mentoring Program"** means the program for persons with experience performing the Services to mentor those with less court or other experience to them as summarised at SCHEDULE C ;
- (g) **"Non-Conforming Application"** means an application which does not comply with the requirements of the Conditions of Registration or the Application Form;
- (h) **"Register"** means register of Contractors experienced and capable of providing the Services as kept and maintained by Council in accordance with this document and all of its

attachments which establish a Register of Pre-Qualified Suppliers for the Services;

- (i) **“Register Contact Officer”** means Our officer nominated at clause 1.2(c) or as otherwise notified by Us from time to time;
- (j) **“Registered Supplier”** means an Applicant:
  - (i) whose Application has been evaluated by Us;
  - (ii) who has received written advice from Us that the Applicant has been accepted on the Register;
  - (iii) who has entered into a Contract with us; and
  - (iv) whose Registration has not been subsequently suspended or terminated by Us;
- (k) **“Registration”** means the period in which You remain a Registered Supplier;
- (l) **“Services”** means the provision of the services to which this Register applies, as described in clause 1.2(a) above and in relation to any Services ordered under an Order under the Contract, means such Services set out in Schedule D of the Contract:
  - (i) for which a Quote may be sought from time to time by the Council; and/or
  - (ii) which are ordered from time to time pursuant to an Order;
  - (iii)

including any Deliverables or Documentation required to be created, provided or produced (either in whole or in part) by the Contractor as part of the provision of the Services and any Variation to such Services;

- (m) **“Supplier Portal”** means the system found at <https://www.brisbane.qld.gov.au/business/council-tenders-and-market-led-proposals/tender-process#register> ;
- (n) **“We”, “Us”, “our” or “Council”** means the Brisbane City Council;
- (o) **“You” or “Your”** means either an Applicant or Registered Supplier as the context requires; and
- (p) **“Your Contact Officer”** means the person You nominate in Your Application form, who We communicate with in relation to Your Application, Your ongoing Registration and any Request for Quotation under this Register.

## 2.2 Interpretation

- (a) If there is conflict or inconsistency between this document, the Application Form and the Contract, the Contract will take precedence to the extent of the conflict or inconsistency;
- (b) For clarity, words and terms defined in the Contract and used in this document have the same meaning as given to them by the Contract.
- (c) The words 'include(s)', 'including' and 'such as' are intended to denote a non-exhaustive list and are to be interpreted as if the words were followed by 'but not limited to'.
- (d) Headings are for convenience only and are not to affect interpretation.

## 3. Applying for Registration

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### 3.1 How to apply

#### (a) General

To apply:

- (i) Open tenders are managed through our Supplier Portal (SAP Ariba). Registering gives you access to tender information, allows you to apply, and is also used for contract management and payments.
- (ii) If you don't have a SAP Ariba account, visit Council's website for registration guidance - tender process <https://www.brisbane.qld.gov.au>

### 3.2 Things You agree to by lodging an application

You agree that:

- (a) You are applying to join our Register;
- (b) You have obtained the advice that a prudent Applicant would obtain; and

- (c) You have read, and can agree to, the Contract.

**Note:** We will not accept any proposed changes to the Contract.

### **3.3 Register Contact Officer**

- (a) If You have any queries about applying, Your Application or ongoing Registration, contact the Register Contact.
- (b) We will notify You if our Register Contact Officer Changes.

### **3.4 Costs of Your Application**

You agree that:

- (a) You must bear the costs You incur which are associated with Your Application, including the cost of providing any further information/clarifications.
- (b) You will bear all costs of Your Application whether Your Application is successful or unsuccessful for any reason.

### **3.5 Contact with Us during the Application process**

- (a) During the Application process, You are only to have contact with the Register Contact Officer (and any other officers nominated by the Register Contact Officer).
- (b) You must not discuss Your Application or our evaluation with any:
- (i) Council officer (other than in accordance with this clause 3.5); or
  - (ii) Councillor.

### **3.6 Our evaluation of Your Application**

#### **(a) Evaluation Criteria**

We will evaluate Your Application using the Evaluation Criteria set out in Schedule B.

#### **(b) Additional considerations**

In addition to the Evaluation Criteria, We may also consider additional risks and opportunities that we perceive to be associated with You and/or Your Application.

#### **(c) Clarification and negotiation**

- (i) We may request that You clarify any element(s) of Your Application and We may do this on more than one occasion.
- (ii) We may request further information from You during any clarifications. You must provide the information We request, when We request it.
- (iii) We may negotiate elements of Your Application, such as Your rate.

#### **(d) Referees**

We may contact referees that You provide or other persons/entities to verify information about You. Unless required by laws applying in Queensland, We are not obliged to share the information they give Us about You.

#### **(e) Non-Conforming Applications**

If Your Application is a Non-Conforming Application, We may either:

- (i) consider Your Non-Conforming Application, despite the non-conformance; or
- (ii) exclude Your Non-Conforming Application from further evaluation.

#### **(f) Evaluation outcome**

We will contact You and advise You in writing of the outcome of Your Application.

## **4. Your Registration**

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### **4.1 Registered Supplier**

If Your Application is successful, and you enter into a Contract with Us, You will be a Registered Supplier until either:

- (a) the Contract expires; or
- (b) Your registration is suspended/terminated by Us.

### **4.2 Tiering**

We will appoint each Registered Supplier to one of four tiers. Those successful in attaining

registration at Tier 1 level will in our view have demonstrated a very high level of experience, knowledge and skills while those successful in being appointed to Tier 4 will in our view have demonstrated at least a sound level of knowledge and skills while requiring mentoring in the provision of independent advice according to the rules of the Planning & Environment Court.

#### **4.3 Mentoring Program**

If We approve Your Registration on the condition of the Mentoring Program:

- (a) You must participate in the Mentoring Program at no cost to Us;
- (b) Once You have been mentored on five (5) matters which have progressed through the Planning and Environment Court (to a merits hearing), You can apply to be placed on the Register at a different Tier. Council offers no guarantee of a change to Your Tier level;
- (c) Advise the Register Contact Officer immediately in writing if Your Mentoring relationship ceases or changes; and
- (d) If Your relationship with the Mentor ceases, Your Registration will be automatically suspended until such time as a new Mentorship Document is agreed with Council and another mentor.

#### **4.4 Updated information**

Periodically, we may ask You to provide Us with information about the evaluation criteria and/or other matters. You must provide this information when requested.

#### **4.5 Your rate and changes to Your rate**

- (a) The rate You submit in Your application (as amended during any clarification/negotiation) will be included in any Contract with You.
- (b) You may request an amendment to Your hourly rate (applicable to Services under this Register) on the anniversary of Your Contract. If you make such a request:
  - (i) Your request must be:
    - (A) submitted in writing to [ExpertAdvisorRegister@brisbane.qld.gov.au](mailto:ExpertAdvisorRegister@brisbane.qld.gov.au);
    - (B) based on the most recent quarterly CPI; and
  - (ii) Council may negotiate with You; and
  - (iii) any decision will be at Council's sole and absolute discretion.

#### **4.6 Changing Your Contact Officer**

- (a) If Your Contact Officer details change during Your Registration, You must advise Our Register Contact Officer in writing of the updated details.
- (b) You agree that We are not responsible if Your details are incorrect and/or You fail to receive a brief or other communication from Us for any reason.

#### **4.7 No guarantee**

Being a Registered Supplier does not:

- (a) entitle You to provide any Services to Us; or
- (b) guarantee that We will issue You with any Orders or Requests for Quotation.

### **5. How this Register is operated**

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#### **5.1 Our use of this Register generally**

When We need Services to which this Register applies:

- (a) We may approach one, several or all Registered Suppliers at our discretion; or
- (b) In addition to or instead of approaching Registered Suppliers, We may approach one or more suppliers who are not Registered Suppliers.

#### **5.2 If We approach You regarding a brief**

If We approach You in relation to the potential provision of Services:

- (a) We may:
  - (i) Issue You with a brief;
  - (ii) Ask You to confirm information such as whether You have any conflicts and if You are available for the likely duration of the engagement; and/or

- (iii) Ask You to provide certificates of currency for the insurances which You would be required to hold under the Contract.
- (b) You must advise Us if You, or the personnel You propose for the engagement have an actual or perceived conflict of interest.
- (c) We may send You a request for quotation, ask you to complete some details and ask You to sign and return the quote to formalise Your offer to Us.
- (d) If You choose to provide a quote/offer:
  - (i) You must provide the information We ask for, in the timeframe We ask for it; and
  - (ii) Do not attempt to negotiate, change or amend:
    - (A) the Contract; or
    - (B) Your rate which applies to the provision of Services under this Register, except in accordance with clause 4.5.
- (e) We are not obliged to accept the provision of any Services unless and until We issue You with a request for quotation, You provide us with a quote, and We accept that quote.

### 5.3 Operation of the Register

We may:

- (a) Increase or decrease the number of Registered Suppliers;
- (b) Advertise for Applicants for this Register at any time during the term of the Register;
- (c) Change/amend this Register at any time (including amendments to the operation of the Register or Mentoring Program); and/or
- (d) Terminate the Register at any time. We will notify You if the Register is terminated.

## 6. General

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### 6.1 Liability

- (a) We will not be liable to You for the protection of Your registered data. You agree that You are solely responsible for the accuracy of Your data. False or fraudulent information in your Application will lead to the termination of Your Registration.
- (b) In no event will We be liable to You for any loss of profits, revenue, data, or data use, direct, indirect, punitive, incidental, special or consequential damages of any type whatsoever related to or arising from Your Registration, the termination or suspension of Your Registration, or for the use or access to any part of this Register including, without limitation, any lost profits, business interruption, loss of programs or other data, or inability to use this site.

### 6.2 Media contact

You must not communicate with any section of the media about:

- (a) Your Application;
- (b) our Evaluation of Your Application;
- (c) Your ongoing Registration;
- (d) any suspension/termination of Your Registration; or
- (e) any matter on which you were previously, or are currently, engaged on by Us, without our written consent.

### 6.3 Our discretion

Any of our decisions, choices, elections or findings made during:

- (a) the evaluation of Your Application; or
  - (b) the period of Your Registration,
- will be made by Us in our sole and absolute discretion.

### 6.4 Lobbying and other improper conduct

Your contact with Us regarding this Register is to be restricted to the Register Contact Officer and any officer(s). This also means that You (either Yourself or via others) must not lobby Council

officers, Councillors or others regarding this the Register, Your Registration or Contracts for Services. If we find that you have:

- (a) engaged in lobbying or other improper conduct; or
- (b) offered a bribe, gratuity, bonus, discount of any sort of enticement to any Councillor or employee of Council,

Your Registration will be terminated.

#### **6.5 Applicable law**

This Register shall be governed and construed according to the laws in force in the State of Queensland and the parties agree to submit to the exclusive jurisdiction of the courts of that State.



## SCHEDULE B – SPECIFICATIONS

### Services

The following outlines the expert services the Contractor may be requested to provide to Council under the terms of their appointment. These services are to be delivered upon request and in relation to Planning and Environment Court matters, whether potential, contemplated or on foot, and associated development assessments, (together, Planning and Environment Court Matters).

The Contractor will provide the following independent expert services to Council, upon request and as required:

- Provide expert advice relevant to the matter.
- Comply with all directions and orders imposed by the Planning and Environment Court, within the timeframes prescribed
- Participate in without prejudice meetings to assist in the potential resolution of matters.
- Attend mediation sessions and provide expert advice to Council officers during these proceedings.
- Participate in meetings of experts when ordered by the Court.
- Prepare expert reports and provide oral evidence in Planning and Environment Court proceedings.

### Capabilities

The following outlines the expected capabilities, tasks, and professional standards that appointed experts must be able to demonstrate. These requirements form the basis of Council's expectations for expert performance and will guide the assessment of suitability for inclusion on the Register.

- Ability to assess a development proposal against the relevant planning scheme, the Planning Act 2016, and other applicable legislation or standards within your area of expertise. You should provide advice as to whether you can support Council's position in the appeal, including justifications that could support a Court response (e.g., "grounds of refusal" or "further and better particulars").
- Provide a professional opinion on the strength of your position (within your expertise), including:
  - The reasons for your position with respect to the subject development application and the material facts, assumptions and information relied upon to support your position
  - Any conditions required to be imposed ensuring the development meets the parameters needed for approval and compliance
  - Design changes that could shift the outcome from refusal to approval
- Participate in Without Prejudice or Mediation process in a positive way to provide recommendations with respect to a complete resolution of the matter or to seek to narrow the issues in dispute
- Participate in a "Meeting of Experts" and cause to prepare a "Joint Expert Report" in accordance with the rules of the Court in Queensland.
- Produce a clear, timely, and well-structured individual statement for trial, outlining your assessment and the basis for your opinion.
- Provide expert evidence to the Planning and Environment Court.
- Where relevant, conduct adequate research, fieldwork, site analysis, model preparation, or other discipline-specific tasks to support your position in the appeal process.

### Criteria

#### 1. Mandatory requirements:

All applicants must meet the following criteria:

- Hold an Australian Business Number (ABN)
- Hold qualifications relevant to their area of expertise
- Respond to all criteria outlined in the Application Form

#### 2. Skills and experience requirements:

Requirements are categorised by the following three types of applicants:

##### 2.1 Experts With Prior Council Engagement

Applicants who have previously held an expert engagement with Council (within last 5 years) are required to provide:

- (a) A report from one referee documenting your skills and experiences
- (b) Confirmation of the period(s) and nature of previous engagement(s) with Council. Provide two examples where you have given oral expert evidence in the Planning and Environment Court. Include

the appeal number, year, and a brief description of each case. (These examples may be from engagements outside of Council.)

## **2.2 New Applicants Without Prior Council Engagement**

Applicants new to Council are required to provide:

- (a) A report from two referees documenting your skills and experiences
- (b) Demonstrate your skills and experience by providing five distinct examples. Each example should respond to the listed criteria at least once. Include:
  - The Appeal Number and Year
  - A description of the case
  - The party you represented

## **2.3 Technically Skilled Applicants Without Court Experience**

Applicants who are technically skilled but do not have relevant court related experience, may apply under the following conditions:

- (a) Provide a report from two referees documenting your skills and experiences
- (b) Obtain a mentor, at your own expense, who:
  - Has minimum five instances of experience in Queensland's Planning and Environment Court; and
  - Is able to commit to supporting you through at least five (5) Planning and Environment Court cases.
- (c) Demonstrate the mentor's suitability by providing in the Mentoring Document:
  - Evidence of relevant experience; and
  - A list of cases in which they have served as an expert witness in Queensland's Planning and Environment Court.
- (d) Complete and submit the Mentorship Document with your Application Form.

*NOTE: If Applicants for the Register are experienced in their discipline and have no experience in the P&E Court and do not provide evidence of a Mentoring relationship, they will not be recommended for inclusion on the Register.*