



Invitation to Tender (ITT)

FBA-24.6 Preferred Supplier List

Part 1 of 3

Tender Information

Release Date: 19 September 2024

Close Date: 17 October 2024



Overview

1.1 Background

Fitzroy Basin Association (FBA)

FBA is a Not-for-profit organisation based in Rockhampton, Queensland. FBA has an outstanding reputation locally, across Queensland and nationally for developing and delivering effective and efficient programs that work with local community, stakeholders, and investors to protect our region's natural environmental assets.

FBA is uniquely placed geographically, strategically, and operationally to deliver priority environmental and agricultural outcomes.



1.2 Purpose

Preferred Supplier List

Fitzroy Basin Association (FBA) is inviting submissions for the establishment of a Preferred Supplier List. This initiative aims to enhance efficiency and support sourcing and contracting for future projects.

FBA requires a high standard of service delivery across various initiatives. The preferred supplier list will enable FBA to engage with prequalified, highly experienced suppliers, thereby facilitating efficient and effective project implementation. We welcome submissions from all qualified suppliers to join this preferred supplier list.

The preferred supplier list aims to build long-term partnerships and ensure adaptability in meeting the evolving demands of FBA's diverse project portfolio. This initiative underscores FBA's commitment to operational excellence and ongoing enhancement of procurement practices.

The primary funding for this initiative will be in place until June 2030, with potential for continued work beyond this date. It is expected that multiple projects requiring suppliers of the services listed below will occur annually.

The preferred supplier list will include the broad service categories of Civil Earthworks, Professional Services and Management, and will include provision of the following services:

- Civil Earthworks
- Engineering Design and Signoffs
- Fish Passage Design and Installation
- Revegetation Plans
- Soil Conservation Design
- Species Management
- Technical Investigations
- Fencing
- Irrigation Install and Maintenance



- Feral Pest control
- Planting
- Weed control

Further details of category services and scope is detailed within Schedule 3 – Scope of Work.

1.3 Structure of this Invitation to tender

This Invitation to Tender (ITT) is comprised of the following documents:

Name	Description
Information for Tenderers	This section outlines the objectives of this ITT and provides background information on the proposed services.
Schedule 1 – Tender Particulars	This schedule outlines the key details and submission requirements for the ITT.
Schedule 2 - Tender Conditions	The tender Conditions outline the rules and requirements that govern the process by which tender responses are submitted and evaluated.
Schedule 3 – Scope of Works	The Scope of Works (SoW) details the tasks, responsibilities and deliverables the successful tenderer(s) will be expected to undertake and complete for each service.
Schedule 4 – Evaluation Criteria	This schedule outlines the specific criteria and standards that will be used by FBA to assess and evaluate tender submissions.
Schedule 5 – Returnable Schedule	This schedule outlines the questions, documents, and other requirements that must be submitted as part of your tender response.
Schedule 6 – Draft contract	The draft contract outlines the terms and conditions that will govern the parties involved in executing the work under the preferred supplier list.

1.4 Indicative Timeline

Fitzroy Basin Association (FBA) anticipates conducting this ITT according to the following timetable. All dates are indicative and may be adjusted at the discretion of FBA.

FBA will notify Tenderers of any changes to these dates or times by email to each Tenderer who has uplifted a copy of this ITT (to the email address provided by each Tenderer to FBA).

Milestone	Date
19/09/2024	Release of ITT documentation
10/10/2024	Last day for clarifications
17/10/2024	Tender closing day
18/11/2024	Contract award



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Schedule I – Tender Particulars

#	Item	Details
1.1	Program Name	Preferred Supplier List
1.2	Tender Description	The purpose of the conducting this tender is to establish a Preferred Supplier List to enhance efficiency and support sourcing and contracting for future projects of FBA.
1.3	Invitation Documents	Schedule 1: Tender Particulars Schedule 2: Tender Conditions Schedule 3: Evaluation of Tenders Schedule 4: Scope of Works Schedule 5: Returnable Schedule Schedule 6: Draft Contract
1.4	Contact Details	Procurement Co tenders@procurementco.com.au
1.5	Site Inspection	Not applicable
1.6	Clarifications Close	05:00 pm 10 October 2024
1.7	Tender Close	02:00 pm 17 October 2024
1.8	Method of Lodgement	Electronic lodgement via email to tenders@procurementco.com.au
1.9	Conforming Tender	<p>A Conforming Tender is a Tender which:</p> <ul style="list-style-type: none"> a) is lodged by the Tender Close date and time required in Section 1.7; b) is lodged in the manner required by Section 1.8; c) is signed by an authorised representative of the Tenderer; and d) includes all of the documents outlined in Schedule 5: Returnable Schedules. <p>FBA may, but is under no obligation to, consider or refuse to consider any Tender which:</p> <ul style="list-style-type: none"> a) is lodged after the Tender Close date and time required in Section 1.7; b) is lodged in a manner other than as required in Section 1.8; c) does not strictly conform to the Invitation to Tender in any respect; d) includes assumptions, clarifications or exclusions; or e) is otherwise non-conformant with the requirements of the Invitation to Tender.
1.10	Tender Validity Period	A Tender shall remain valid and able to be accepted for 120 days from the Tender Close date and time.

Schedule 2 – Tender Conditions

2.1 Definitions and Interpretation

2.1.1 In this Invitation to Tender (ITT), unless the context otherwise requires, the following definitions apply:

- a) Agreement refers to the proposed form of agreement between Fitzroy Basin Association (FBA) and the successful Tenderer (if any), as identified in Schedule 6: Draft Contract;
- b) Alternative Tender refers to a Tender proposal which is non-conforming to the requirements outlined in Schedule 6: Scope of Works, that the Tenderer believes will achieve the same or better outcomes for FBA.
- c) Business Day refers to any day other than:
 - i. a Friday, Saturday or Sunday;
 - ii. a public holiday in Rockhampton, Queensland;
 - iii. 20 to 31 December inclusive; and
 - iv. 1 to 5 January inclusive.
- d) Conflict of Interest refers to any relationship or interest between parties that could actually, potentially, or be perceived to compromise judgements, decisions, or actions;
- e) Contract refers to the Agreement, the Scope of Works and all Scope of Works attachments and specifications;
- f) Contract Work refers to anything which the successful Tenderer (if any) is or may be required to do under the Contract as described in the Scope of Works or as directed by FBA under and per the Contract;
- g) FBA refers to Fitzroy Basin Association Ltd. (ABN 30 802 469 401);
- h) Invitation to Tender (ITT) refers to the Invitation Documents specified in item 1.3;
- i) Tender refers to the submission made by a Tenderer in response to this ITT, including the firm offer to enter into the Contract presented to FBA;
- j) Tender Close refers to the date and time, as identified in item 1.7, by which Tenderers are to lodge their Tenders;
- k) Site refers to the site on which the Contract Work is to be carried out, as specified in Schedule 3: Scope of Works;
- l) Validity Period refers to the period specified in item 1.10, commencing from the Tender Close, for which the Tenderers' Tenders will be valid for acceptance by FBA as extended from time to time; and
 - b. Work refers to the package of works that is the subject of this ITT as described in Schedule 4: Scope of Works.

2.1.2 The following rules apply unless the context requires otherwise:

- a) the singular includes the plural, and the converse also applies;
- b) a gender includes all genders;
- c) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- d) if a party comprises more than one person, each of them is referred to separately, and each is bound severally, and any two or more of them are bound jointly;
- e) headings are for convenience only and shall not affect interpretation;
- f) a reference to writing includes any method of representing or reproducing words, figures, drawings or symbols in a visible and tangible form;
- g) a reference to conduct includes an omission, statement or undertaking, whether or not in writing;



- h) a reference to dollars and \$ is to Australian currency exclusive of GST;
- i) a reference to a person includes a corporation, trust, partnership, unincorporated body or other entity, whether or not it comprises a separate legal entity;
- j) all references to time are to Rockhampton, Queensland time;
- k) any reference to terms such as "includes," "including," "for example," or similar expressions does not limit the scope of what may be included;
- l) correspondence and documentation connected with this ITT will be in English; and
- m) in drawings and technical documentation, the English language, the metric system of measures, and the SI unit system should be used.

2.2 Overview of the ITT

Invitation to submit Tender

2.2.1 FBA invites Tenderers to submit a Tender in accordance with the ITT Documents for the delivery of the specified Product or Service.

Purpose of this Invitation to Tender

2.2.2 This document, which includes Schedules 1 to 6, seeks an Invitation to Tender (ITT).

2.2.3 This ITT is issued by Fitzroy Basin Association (FBA) who is seeking Tenders from parties interested in supplying the solution described in the Schedule 3: Scope of Works. The ITT is a contestable and competitive process. FBA is seeking Tenders from parties who can supply economic, efficient and effective goods, services, or works that represent the best value for money over the whole-of-life of a contract and that can be delivered in a timely manner.

2.2.4 The purpose of this ITT is to invite suitably qualified and experienced Tenderers to submit a Tender stating their interest and capability to deliver the goods, services or works described in the Schedule 3: Scope of Works.

2.2.5 This ITT sets out the process that each Tenderer must follow in preparing and submitting its Tender.

2.3 ITT requirements

FBA's terms

2.3.1 This ITT, including all Schedules, sets out FBA's terms upon which Tenderers must submit Tenders. These terms are non-negotiable.

2.3.2 Any suitably qualified and experienced Tenderer may submit a Tender to this ITT.

2.3.3 Each Tenderer should carefully read this ITT to ensure that its Tender complies with FBA's terms. By submitting a Tender, the Tenderer accepts that it is bound, without reservation or variation, by the terms set out in this ITT.

2.3.4 FBA is not required to accept any Tender for evaluation that does not comply with these terms.



Indicative timeline

2.3.5 The indicative timeline for this ITT is stated in items 1.6 and 1.7 of Schedule 1: Tender Particulars and as per Indicative Timeline 1.4 at the start of this document. Please note that these dates and times may be subject to change at the sole discretion of FBA. FBA will notify Tenderers of any changes to these dates or times by email to each Tenderer who has uplifted a copy of this ITT (to the email address provided by each Tenderer to FBA).

FBA's Contact

2.3.6 All enquiries regarding this ITT must be directed to FBA's nominated contact whose details are provided in item 1.4 of Schedule 1: Tender Particulars. FBA requests that email be used for all communications in relation to this ITT.

2.3.7 Only the FBA nominated contact and/or any person authorised by the FBA contact person are authorised to communicate with Tenderers regarding any aspect of this ITT. Where a Tenderer has an existing contract with FBA then business as usual communication, for the purpose of that contract, will continue using the usual contacts. Tenderers must not use business as usual contacts to lobby FBA, solicit information, or discuss aspects of this ITT.

2.3.8 FBA will not be bound by any written or oral statement made by any person other than FBA's authorised contact person.

2.3.9 FBA may change FBA's contact at any time. FBA will notify Tenderers of any such change by providing notice to each Tenderer who has uplifted a copy of this ITT.

2.3.10 FBA's obligations to any Tenderer (including as to any aspect of the Tender process):

- a) are limited to only those obligations expressly set out in this Invitation to Tender; and
- b) exclude (to the maximum extent permitted by law) any obligations which may otherwise be implied or imposed on FBA under contract, at law, in equity, by statute or otherwise.

Tenderers' obligations

2.3.11 Each Tenderer will be considered to have:

- a) examined the ITT and any documents referenced in the ITT and any other information provided by FBA.
- b) satisfied themselves as to the correctness and sufficiency of their Tender.

Ethics/Canvassing

2.3.12 Tenderers must not, in relation to any representative of FBA, directly or indirectly:

- a) approach, contact, lobby or solicit information concerning any aspect of this ITT, or
- b) attempt to influence, or provide any form of personal inducement, reward or benefit.

2.3.13 A representative of FBA includes any employee, consultant, contractor or advisor engaged by FBA. Any Tenderer, who attempts to do anything prohibited by the above item, may be disqualified from this ITT.

2.3.14 Every Tenderer must:

- a) prior to lodging any Tender, obtain or procure any approval, qualification, registration or licence required to be held by the Tenderer to enable it lawfully to lodge any Tender and carry out the Contract Work;



- b) in preparing and lodging any Tender (including accessing the Site) comply with all applicable laws and legal requirements;
- c) without limiting paragraph b):
 - i. not collude with, accept any commission from, Tender any commission to, or inflate its Tendered price for the benefit of, any other Tenderer;
 - ii. without limiting any other provision of this ITT, not disclose any part of its Tender to any other Tenderer;
 - iii. not enter into any contract, arrangement or understanding with any other Tenderer or any trade, industry or other association to the effect that the Tenderer, if successful, will confer any benefit on any other person;
 - iv. not enter any other improper or anticompetitive contract, arrangement or understanding with any other person in connection with the Tender or the Contract Work;
 - v. immediately notify FBA, in writing, if at any time it becomes aware of any conflict of interest or any matter that may give rise to a conflict of interest and such notice shall include the steps the Tenderer intends to take to address such conflict of interest or matter;
 - vi. address any conflict of interest, or any matter that may give rise to a conflict of interest, to FBA's satisfaction;
 - vii. without limiting subparagraph (vi), sign any document (including any statutory declaration) required by FBA in respect of conflicts of interest; and
 - viii. comply with FBA's probity and conflicts requirements, as notified in writing from time to time.

No Associations warranties or representations

2.3.15 All information provided to date and provided by FBA in relation to this ITT, is released on the following basis:

- a) such information provides a background only;
- b) FBA makes no representation or warranty other than as expressly set out in this ITT document;
- c) Tenderers rely on all information provided by FBA at their own risk and must seek their own professional advice as appropriate; and
- d) the information may not form part of any subsequent contract documents other than as specified in this ITT.

2.3.16 Tenderers will be responsible for verifying the accuracy and adequacy of information supplied by or on behalf of FBA at their own cost. Should a Tenderer find any discrepancy, inconsistency, error or omission in this ITT, the Tenderer should notify the FBA contact person in writing as soon as reasonably practicable.

Errors and omissions

2.3.17 FBA is under no obligation to check any Tender for errors. Shortlisting of a Tender that contains errors will not invalidate that Tender.

2.3.18 FBA may provide subsequent correspondence if it is found that errors, omissions or further clarification of this document is required. Any subsequent correspondence will be provided (via email) to all Tenderers who have requested this ITT and provided with the ITT documents on the FBA website.



Confidentiality

- 2.3.19 FBA and each Tenderer will keep confidential all information provided by the other. No confidential information will be provided to a third party without the other's prior written consent (other than for the purpose of the preparing or evaluating the Tenderers' Tender).
- 2.3.20 Where a Tenderers' Tender contains information such as intellectual property that it considers should be held confidential the Tenderer must clearly identify the information and mark it confidential or commercially sensitive. The Tenderer may be asked by FBA to indicate the reason why such information should be held as confidential.
- 2.3.21 Tenderers acknowledge that FBA is subject to the Queensland Right to Information Act 2009 ("Act") and information provided by Tenderers may be required to be disclosed under that Act or under any other law or by any court.
- 2.3.22 No advertisement or other information relating to this ITT process or any contract that may arise out of it shall be published in any newspaper, magazine, journal or other advertising medium, or broadcast/dissemination by radio, television or other electronic media without the prior written approval of FBA.

2.4 Preparing a Tender

Clarification Period

- 2.4.1 Each Tenderer must satisfy itself as to the interpretation of the ITT and should, where there is any perceived ambiguity or uncertainty in the ITT documents, seek clarification from FBA's contact person.
- 2.4.2 During the period from the date the ITT is issued to the deadline for Tenderers' questions, stated in item 1.6 of Schedule 1: Tender Particulars, Tenderers may email FBA's contact person to request clarification of any matter regarding the ITT or to request additional information.
- 2.4.3 All such requests must be by email to FBA's contact whose details are provided in item 1.4 of Schedule 1: Tender Particulars. In sending the email the Tenderer should receive a receipt email to say that their request been received and read by FBA. Please allow a reasonable period of time for FBA to respond to a request. Requests will be dealt with during FBA's standard working days, Monday to Thursday, excluding days outlined in clause 2.1.1c).
- 2.4.4 FBA may decide not to respond to any request received after the Clarification Close date has elapsed, although it reserves the right to do so.
- 2.4.5 FBA will issue any clarification or change to this ITT by way of notice by email. A copy of each amendment notice will be emailed to all known Tenderers receiving this ITT and included on the FBA website. All amendment notices will become part of this ITT.
- 2.4.6 FBA will not be bound by any statement, written or verbal made by any person other than FBA's contact person or a person authorised by FBA's contact.
- 2.4.7 Tenderers may be asked by FBA's contact to revise or clarify their Tender or provide additional information during the ITT process. These requests will require immediate action and must be responded to in writing within two (2) working days, or the time specified in the request. Otherwise, FBA reserves the right to mark down or not consider the original Tender.



Preparing a Tender

2.4.8 Tenderers must use the format specified in Schedule 5: Returnable Schedules and include all requested information as outlined in item 1.3 of Schedule 1: Tender Particulars.

2.4.9 Tenderers should limit their Tenders to less than 15 pages per tendered category of services, although more pages will not constitute a non-conforming proposal.

2.4.10 Failure to provide all information required by FBA will normally result in the Tenderers' Tender being rejected as non-conforming.

Joint Tenders

2.4.11 Tenderers may submit joint Tenders, so long as the requirements of this ITT are met. Any joint Tender must clearly:

- a) identify all of the parties;
- b) nominate a single point of contact for joint Tenders;
- c) outline the nature of the relationship between the parties for the purpose of the joint Tender;
- d) confirmation that all parties are committed to the relationship and the joint Tender;
- e) the specific parts of the Schedule 4: Scope of Works each party will be responsible for delivering;
- f) the structures set up by the parties that support good governance and accountability and financial and contract management;
- g) any perceived or actual conflicts of interest; and
- h) be signed by all parties.

FBA's Consideration of Tenders

2.4.12 Subject to the terms of this ITT, FBA shall consider any Tender which complies with and is lodged in accordance with the Invitation Documents.

2.4.13 FBA may, in its discretion and without being under any obligation to do so, consider any non-conforming Tender.

2.4.14 FBA may consider Alternative Tenders at its sole discretion when accompanied by a Conforming Tender and all documentation outlined in Schedule 5: Returnable Schedules.

2.4.15 Any Alternative Tender should be clearly identified as an 'Alternative ITT Tender' and clearly outline the commercial advantage and value add Tendered to FBA.

Language

2.4.16 Responses must be in English.

Tender costs

2.4.17 Each Tenderer must meet all its own costs associated with the preparation and presentation and submission of its Tender including any negotiations, site visits or other matters in respect of its Tender.



Reliance on the Tenders

2.4.18 Each Tenderer must ensure that all information provided to FBA is complete and accurate. FBA may rely upon all information provided by a Tenderer in its Tender and in any correspondence or negotiations with FBA, or FBA's representatives.

Ownership of documents

2.4.19 All documents forming the Tenders will, when delivered to FBA, become the property of FBA. Tenders will not be returned to Tenderers at the end of the process.

2.4.20 Ownership of intellectual property rights does not pass to FBA when a Tender is delivered to FBA. However, the Tenderers grant to FBA a license to retain, use, disclose and copy information contained in the Tender for any purpose related to this ITT process [or any subsequent process] – this may include FBA's provision of information to state or commonwealth agencies.

2.4.21 All documents comprising this ITT, including all its parts, appendices, attachments, schedules, annexures, variations and addenda and other requirements, remain the property of FBA, but each Tenderer is permitted to use them for the purposes only of compiling its Tender.

2.5 Tenderer responsibilities

Submitting a Tender

2.5.1 Responses must be presented and submitted to FBA in the manner set out in item 1.9 of Schedule 1: Tender Particulars.

2.5.2 Responses must be delivered by email to FBA by the deadline for Tenders (closing date and time) stated in item 1.7 of Schedule 1: Tender Particulars.

2.5.3 Only Tenders lodged via the method outlined by item 1.8 of Schedule 1: Tender Particulars will be accepted by FBA. A confirmation of receipt email will be sent.

2.5.4 By submitting a Tender each Tenderer warrants that all information provided by it to FBA, is complete and accurate in all material respects. Each Tenderer also warrants that the provision of that information, or its use by FBA, will not breach any third party intellectual property rights.

Non-conforming Tenders

2.5.5 Without limiting item 1.9 of Schedule 1: Tender Particulars:

- a) a Tenderer must, in any non-conforming Tender, expressly state in detail the extent to which the Tender:
 - i. does not comply in any respect with the requirements of the Tender Documents or relies upon any assumptions;
 - ii. is for the carrying out and completion of the Contract Work on terms which differ from the terms of the Tender Documents (including the Contract); and
 - iii. will benefit or disadvantage FBA by the proposed non-conformity (including the effect on the Tendered price).
- b) except to the extent expressly stated in the Tender, any Tender shall be deemed to be for the carrying out and completion of the Contract Work on the terms of the Tender Documents (including the Contract).



Alternative form of Tender

2.5.6 FBA will accept any alternative form of Tender outside of the Schedule 5: Returnable Schedules if accompanied by a conforming Tender and conforming aspects of Schedule 5: Returnable Schedules.

Late Responses

2.5.7 FBA does not intend to accept any Tender that it receives after the closing date other than in exceptional circumstances.

Conflict of Interest Disclosure

2.5.8 Please detail any known conflict of interest you may have with FBA e.g. working for other government organisations, for media organisations, personal relationship with any FBA staff or consultants, business relationships with FBA staff or consultants other than providing services to FBA.

2.6 Evaluation

Evaluation

2.6.1 FBA may undertake due diligence relating to any Tender at any time during the evaluation process. FBA may, at its sole discretion, invite independent advisors to evaluate any Tender, or any aspect of any Tender.

2.6.2 Tenderers should note that, while FBA may conduct interviews, and reference checks, it intends to base its evaluation primarily on the written Tender submitted in Tender to this ITT. Tenderers are therefore encouraged to submit their best Tender in the first instance.

Pricing Requirements

2.6.3 Tenders are to comply with the following pricing requirements:

- a) All prices quoted in the tender must be stated in Australian Dollars (AUD).
Prices provided in the tender must be exclusive of Goods and Services Tax (GST).
The tender must include all other applicable taxes, levies, duties, and charges, excluding GST.

Clarification

2.6.4 FBA may request clarification and additional information from any Tenderer about any aspect of their Tender. FBA is not required to request the same clarification or information from each Tenderer.

2.6.5 The Tenderer must provide the clarification or additional information in writing and within the reasonable time notified by FBA. The evaluation team will take such clarification or additional information into account in evaluating the Tender.

2.6.6 If a Tenderer fails to respond adequately or in a timely manner to any request for clarification or additional information, FBA reserves the right not to consider the original Tender or may mark down the Tender as a consequence due to a lack of clarity.

Collection of further information

2.6.7 Each Tenderer authorises FBA to collect any information (except commercially sensitive pricing information) from any relevant third parties (such as a referee, previous or existing client or any other third party) and to use that information as part of its evaluation of the Tenderer's Tender.

2.6.8 Each Tenderer must ensure that all referees provided in support of its Tender agree to provide a reference and are appropriately briefed on the Tender. To facilitate discussions between FBA and referees, each



Tenderer waives any confidentiality obligations that would otherwise apply to information held by any referee.

2.6.9 FBA is not obliged to contact the Tenderers' referees.

Shortlisted Tenderers

2.6.10 Following the evaluation process, the evaluation team may shortlist preferred Tenderers. The preferred Tenderers will be notified and advised by FBA that they have been shortlisted. Such notification does not:

- a) constitute acceptance by FBA of any Tender;
- b) imply or create any obligation on FBA to enter into negotiations with, or award a contract to any shortlisted party and
- c) obligate FBA to proceed with any further procurement process in respect of the solution.

Each Tenderer that has not been shortlisted will be notified by FBA that its Tender has been unsuccessful.

FBA is not obliged to publicise the name of the shortlisted Tenderers, but it may do at its discretion.

Tender validity

2.6.11 As a minimum, Tenders shall remain valid, and capable of being accepted by FBA, for the Validity Period specified in item 1.10.

2.6.12 The Validity Period can be extended with the relevant Tenderer's consent, which must not be unreasonably withheld or delayed (in which case, this ITT applies to the Validity Period as extended).

2.6.13 The Tenderer must not withdraw, change (including by way of addition or qualification) or otherwise do anything which affects its Tender before the expiration of the Validity Period.

2.7 General terms and conditions of this ITT

Status of ITT

2.7.1 Neither the ITT, nor the ITT process shall create any legal relationship between FBA and a Tenderer. Nothing in this ITT will be construed to create any binding contract (express or implied) between FBA and any Tenderer until a written contract is entered into with a successful Tenderer (if any). Any conduct or statement whether prior to or subsequent to the issuance of the ITT is not, and this ITT is not, and must not be deemed to be:

- a) a Tender to contract; or
- b) a binding undertaking of any kind by FBA.

2.7.2 If there is any conflict, or inconsistency between the terms and conditions set out in this ITT and the terms contained in a Tenderer's Tender, the terms and conditions set out in this ITT shall prevail.

Acceptance of Tender

2.7.3 Notification (in writing or otherwise) from FBA to any Tenderer that it is a preferred, selected or successful Tenderer will not constitute an acceptance or rejection of any Tender and is not authorisation for that Tenderer to commence the Contract Work.

2.7.4 A Tender is not and will not be deemed to be accepted by FBA unless and until a Contract (in a form acceptable to FBA) is executed by both FBA and a Tenderer.



2.7.5 The successful Tenderer shall execute the Contract within ten (10) Business Days of the date that the Contract (in a form capable of execution) is emailed to that Tenderer by FBA.

2.7.6 Without affecting the successful Tenderer's obligations, until the Contract is signed by both the Tenderer and FBA, there shall not be a binding contract between the parties for the carrying out of the Work as outlined in the Scope of Works.

FBA's rights

2.7.7 In addition to any other term described in this ITT, FBA reserves the unrestricted rights, at any time to:

- a) amend, suspend or cancel this ITT;
- b) vary the Tender Closing Date & Time and notify the Tenderers accordingly;
- c) waive any irregularities or informalities in this ITT process;
- d) delete, change or add to any requirement contained in the Schedule 4: Scope of Works prior to the closing date on the proviso that such changes are minor and Tenderers are notified by a notice provided for in this ITT;
- e) reject all Tenders;
- f) reject or accept any non-conformant Tender;
- g) reject or accept any alternative Tender;
- h) not proceed to evaluation of Tenders;
- i) exclude any Tenderer from this ITT process where the Tenderer has breached a term or condition of this ITT;
- j) liaise with any Tenderer to clarify a Tender, or negotiate with any shortlisted Tenderer without disclosing this to, or doing the same with, any other Tenderer;
- k) seek clarification on any aspect of any Tender from any Tenderer to the exclusion of other Tenderers and seek further information from such Tenderer/s in respect of that clarification;
- l) readvertise this ITT process;
- m) shortlist Tenderers based on their Tender;
- n) directly negotiate with any shortlisted Tenderer and enter into a final contract with a Tenderer without having to continue with any subsequent procurement process;
- o) provide, or withhold from any Tenderer information in relation to any question arising in relation to this ITT. Information will only be withheld if it is deemed unnecessary or inappropriate to supply it at the time of the request and/or
- p) deal separately with any divisible element/s of the Scope of Works (Schedule 3), or any Tender.

Conflict of Interest

2.7.8 Tenderers warrant that, except as notified to FBA under clause 2.4.8, at the time of submitting their Tender, no conflict of interest exists, or is likely to arise, which would affect the performance of their obligations of any contract that may be entered into with FBA arising out of this ITT.

2.7.9 In the event of a conflict of interest being identified FBA may, in its sole and absolute discretion, exclude the Tender from any further consideration.

Negotiations

2.7.10 Acceptance of a Tender may be subject to negotiations at the sole and absolute discretion of FBA. In any negotiation process, FBA may require the submission of any additional written documents or information that may be required for the purposes of the contract to be entered into under this ITT.

2.7.11 Without limiting its other rights under this ITT if, in the sole and absolute opinion of FBA, during final negotiations a Tenderer has retracted, or attempts to retract, representations under which material



business, financial, technical and legal issues were resolved during negotiations, FBA may reject the Tender, discontinue negotiations with that Tenderer, and exercise any other right FBA has under this ITT, at law or otherwise.

No Liability

2.7.12 This ITT process does not form a process contract. FBA, its officers, employees, agents or advisors will not be liable in contract or tort or in any other way for any direct or indirect damage, loss or cost incurred by any Tenderer or other person in respect of this ITT process.

2.7.13 Queensland law

2.7.14 The laws of Queensland shall govern this ITT and each Tenderer agrees to submit to the exclusive jurisdiction of the Queensland courts, including arbitration and mediation, in respect of any dispute concerning this ITT or the ITT process.

2.8 Acknowledgement by Tenderers

2.8.1 Every Tenderer accepts that the Tenderer:

- a) has not relied, and will not rely, upon any FBA-Supplied Information for any purpose (including determining whether or not to lodge a Tender, preparing its Tender, entering into the Contract or performing its obligations under the Contract);
- b) has been or will be provided with FBA-Supplied Information only for the Tenderer's convenience and FBA does not assume any responsibility or duty of care in respect of, give any warranty or guarantee or make any representations as to, FBA-Supplied Information (including its accuracy or adequacy);
- c) shall have no claim of any kind whatsoever and howsoever arising against FBA or any employee, agent or contractor of FBA (whether in contract, tort (including negligence), equity, under statute or otherwise) from or in connection with FBA-Supplied Information (including the provision of, or failure to provide any FBA-Supplied Information); and
- d) must satisfy itself as to and take into account any matter or thing disclosed by any FBA-Supplied Information relevant to the Tender and the carrying out of the Contract Work.

2.8.2 The Tenderer shall have no claim of any kind whatsoever and howsoever arising against FBA or any employee, agent or contractor of FBA (whether in contract, tort (including negligence), equity, under statute or otherwise) arising from or in connection with:

- a) any costs, expenses or other liabilities incurred by the Tenderer in preparing a Tender or otherwise in connection with the Tenderer's Tender (whether or not a Tender is lodged by the Tenderer or the Tenderer's Tender is accepted) including any costs, expenses, or other liabilities incurred by the Tenderer in providing any further information or in carrying out any further work at the request of FBA or any of its employees, agents or contractors;
- b) FBA or any of its employees, agents or contractors exercising in its absolute discretion, any discretion or right it has under this ITT or in connection with the Contract Work; and/or
- c) any of the matters or things relevant to the Contract Work in respect of which the Tenderer must satisfy itself under this ITT.

Schedule 3 – Scope of Work

3.1 Supplier categories and scopes of work

Tenderers are requested to review the preferred supplier services listed below. Please refer to the relevant Scope of Work document for detailed information on supplier requirements and to determine if you meet the qualifications to apply.

Category	Sub-categories
Civil Earthworks	<ul style="list-style-type: none"> • Civil Earthworks
Professional Services	<ul style="list-style-type: none"> • Engineering Design and Signoffs • Fish Passage Design and Installation • Revegetation Plans • Soil Conservation Design • Species Management • Technical Investigations
Management	<ul style="list-style-type: none"> • Fencing • Irrigation Install and Maintenance • Feral Pest control • Planting • Weed control

3.2 Proposed service start date

All services may commence upon formation of the Preferred Supplier List, at the discretion of FBA.

Schedule 4 – Evaluation Criteria

4.1 Evaluation Criteria

Tenderers are advised that the Evaluation Criteria that will be used for this ITT, listed in no particular order, includes:

Tender Criteria	
Mandatory	<ul style="list-style-type: none"> • Ethical Supplier Threshold • WHS Processes • Confirmation of Compliance with ITT Mandatory Criteria
Technical Response	<ul style="list-style-type: none"> • Experience • Capability • Key Personnel (including CV) • Environmental, Social and Governance (ESG) • Technical Qualifications • Methodology and Approach • Business Licenses • Quality and Risk References
Price	<ul style="list-style-type: none"> • Tenderers will be assessed on the demonstrated value for money of their products or services as outlined in their tender response and pricing schedule.



Schedule 5 – Returnable Schedules

5.1 Information and Documents

Tenderers are to refer to the documents titled **FBA-24.6 PSL ITT Part 2 of 3 - Returnable Schedule 5.docx** and **FBA-24.6 PSL ITT Part 3 of 3 - Schedule of Rates.xlsx** to complete their tender submission.



Schedule 6 – Draft Contract

6.1 Agreement Framework

The FBA contract terms applicable to delivery of these services is provided as the **Attachment I – Contract Terms.pdf** file. Tenderers are advised that additional terms for the master agreement structure are currently in development, and will be released as an addendum to this ITT.

Tenderers must outline any proposed departures in **ITT Part 2 of 3 Schedule 5 – Returnable Schedule, section 7.1.**



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