

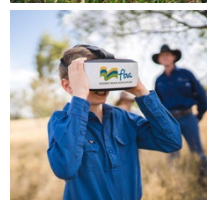
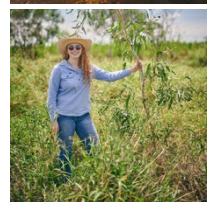
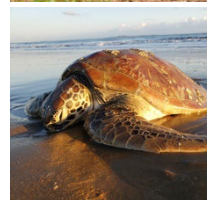
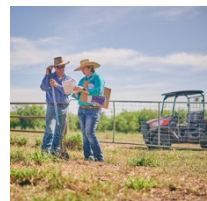


# Invitation to Tender - Irrigation

## Fitzroy River – Streambank Stabilisation

Release Date: Monday 11 November 2024

Close Date: 4pm Thursday 28 November 2024





## Prepared By

Daniel Boshoff  
Adoption Manager

A handwritten signature in black ink, appearing to read 'DB', positioned above a horizontal line.

Signature

07/11/24

Date

## Approval

This document is authorised for release once all signatures have been obtained.

In signing this approval, I agree that this and associated documents meet the Fitzroy Basin Association standards and procedures and have been checked against the Project Scope of Works.

Elyse Riethmuller  
Chief Executive Officer

A handwritten signature in black ink, appearing to read 'E. Riethmuller', positioned above a horizontal line.

Signature

09/11/24

Date

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## Part I: Tender Particulars

#	Item	Details
1.1	Program Name	Disaster Recovery Funding Arrangements (DRFA) Environmental Recovery Program
1.2	Tender Description	<p>Fitzroy Basin Association (FBA) invites tenders to deliver revegetation services for the DRFA Environmental Recovery Program.</p> <p>FBA invites tenders to contract a service provider for the delivery of services outlined in Part 4 – Scope of Works. This project involves the design, supply, installation, and commissioning of an irrigation system for the Fitzroy River (Bindaree) streambank rehabilitation site, covering approximately 1.8 hectares.</p> <p>The location of the site is in Garnant, Queensland (Lat/Long -23.112116, 150.242427). Works are anticipated to commence in December 2024.</p>
1.3	Invitation Documents	Part 1: Tender Particulars Part 2: Tender Conditions Part 3: Evaluation of Tenders Part 4: Scope of Works Part 5: Returnable Schedules Part 6: Draft Contract
1.4	Contact Details	Ben Reimers Business Systems Leader <a href="mailto:Tenders@fba.org.au">Tenders@fba.org.au</a>
1.5	Site Inspection	Wednesday 20 November 2024 (time TBA)
1.6	Clarifications Close	4pm Monday 25 November 2024
1.7	Tender Close	4pm Thursday 28 November 2024
1.8	Method of Lodgement	Electronic lodgement via email to <a href="mailto:Tenders@fba.org.au">Tenders@fba.org.au</a>
1.9	Conforming Tender	<p>A Conforming Tender is a Tender which:</p> <ul style="list-style-type: none"> <li>a) is lodged by the Tender Close date and time required in Section 1.7;</li> <li>b) is lodged in the manner required by Section 1.8;</li> <li>c) is signed by an authorised representative of the Tenderer; and</li> <li>d) includes all of the documents outlined in Part 5: Returnable Schedules.</li> </ul> <p>FBA may, but is under no obligation to, consider or refuse to consider any Tender which:</p> <ul style="list-style-type: none"> <li>a) is lodged after the Tender Close date and time required in Section 1.7;</li> <li>b) is lodged in a manner other than as required in Section 1.8;</li> </ul>

		<ul style="list-style-type: none"> <li>c) does not strictly conform to the Invitation to Tender in any respect;</li> <li>d) includes assumptions, clarifications or exclusions; or</li> <li>e) is otherwise non-conformant with the requirements of the Invitation to Tender.</li> </ul>
<b>1.10</b>	Tender Validity Period	A Tender shall remain valid and able to be accepted for 120 days from the Tender Close date and time.

## Part 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 means the proposed form of agreement between Fitzroy Basin Association and the successful Tenderer (if any), as identified in Part 6: Draft Contract;
- b. Alternative Tender means a Tender proposal which is non-conforming to the requirements outlined in Part 4: Scope of Works that the Tenderer believes will achieve the same or better outcomes for FBA.
- c. Business Day means any day other than:
  - i. a Friday, Saturday or Sunday;
  - ii. a public holiday in Rockhampton, Queensland;
  - iii. 23 to 29 December inclusive; and
  - iv. 30 to 5 January inclusive.
- d. Conflict of Interest means any relationship or other interest between parties that may actually, potentially, or be perceived to compromise judgements, decisions, or actions;
- e. Contract means the Agreement, the Scope of Works and all Scope of Works attachments and specifications;
- f. Contract Work means 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 means Fitzroy Basin Association Ltd. (ABN 30 802 469 401);
- h. Invitation to Tender (ITT) means the Invitation Documents specified in clause 1.3;
- i. Tender means the response to this ITT and the firm Tender to enter into the Contract submitted by a Tenderer to FBA;
- j. Tender Close means the date and time, as identified in clause 1.7, by which Tenderers are to lodge their Tenders, as varied by FBA per clause 1.9e;
- k. Site means the site on which the Contract Work is to be carried out, as specified in Part 4: Scope of Works.
- l. Validity Period means the period specified in clause 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
- m. Work means the package of works that is the subject of this ITT as described in Part 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. mentioning anything after includes, including, for example, or similar expressions, does not limit what else might 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

### Purpose of this Invitation to Tender

- 2.2.1 This document, which includes Parts 1 to 6 and all Schedules, seeks an Invitation to Tender (ITT).
- 2.2.2 This ITT is issued by Fitzroy Basin Association (FBA) who is seeking Tenders from parties interested in supplying the solution described in the Part 4: 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 represents the best value for money over the whole-of-life of a contract and that can be delivered in a timely manner.
- 2.2.3 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 Part 4: Scope of Works.
- 2.2.4 This ITT sets out the process that each Tenderer must follow in preparing and submitting its Tender. It also details the process that FBA will use to evaluate Tenders.

## 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 clauses 1.5, 1.6 and 1.7 of Part 1: Tender Particulars 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 Person**

- 2.3.6 All enquiries regarding this ITT must be directed to FBA's contact person whose details are provided in clause 1.4 of Part 1: Tender Particulars. FBA requests that email be used for all communications in relation to this ITT.
- 2.3.7 Only the FBA contact person 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 person 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.

### **FBA's obligations**

- 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 clause, 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.

### **Access to Site**

2.3.15 Every Tenderer must:

- a. if applicable, attend the Site at the time and date set out for the Scheduled Site Inspection identified in clause 1.5 for the purposes of carrying out such inspection or investigation of the Site as the Tenderer requires;
- b. not access the Site at any time without prior written arrangement of such, confirmed and agreed by FBA, unless it is a publicly accessible site; and
- c. comply with any conditions imposed by FBA in connection with the Tenderer's access to the Site.

### **No Associations warranties or representations**

2.3.16 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.

2.3.17 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**

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

2.3.19 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

- 2.3.20 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).
- 2.3.21 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.
- 2.3.22 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.
- 2.3.23 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 clause 1.6 of Part I: 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 person whose details are provided in clause 1.4 of Part I: Tender Particulars of the ITT. 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 Period, 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 person.
- 2.4.7 Tenderers may be asked by FBA's contact person 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 Tenders must follow the format set out in Part 5: Returnable Schedules. Tenderers must provide in their Tender all information requested, and in the format specified by FBA, including information stated in clause 1.3 of Part 1: Tender Particulars.
- 2.4.9 Tenderers should limit their Tenders to less than 30 pages, 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 Part 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 Part 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 Submitting a Tender**

### **Submitting a Tender**

- 2.5.1 Responses must be presented and submitted to FBA in the manner set out in clause 1.9 of Part 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 clause 1.7 of Part 1: Tender Particulars.
- 2.5.3 Only Tenders lodged via the method outlined by clause 1.8 of Part 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 clause 1.9:
  - 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 Part 5: Returnable Schedules if accompanied by a conforming Tender and conforming aspects of Part 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**

- 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 will convene an evaluation team comprising members chosen for their relevant expertise and experience.
- 2.6.2 FBA will evaluate each Tender (including any information gathered from presentations, workshops or site visits) in accordance with the methodology set out in Evaluation of Tenders (Part 3).
- 2.6.3 FBA may direct the evaluation team to 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.
- 2.6.4 Tenderers should note that, while FBA may conduct interviews, site visits 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.

### **Clarification**

- 2.6.5 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.
- 2.6.6 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.
- 2.6.7 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**

- 2.6.8 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.
- 2.6.9 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.
- 2.6.10 FBA is not obliged to contact the Tenderers' referees.

### **Shortlisted Tenderers**

- 2.6.11 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 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.
- 2.6.12 Each Tenderer that has not been shortlisted will be notified by FBA that its Tender has been unsuccessful.
- 2.6.13 FBA is not obliged to publicise the name of the shortlisted Tenderers, but it may do at its discretion.

### **Tender validity**

- 2.6.14 As a minimum, Tenders shall remain valid, and capable of being accepted by FBA, for the Validity Period specified in clause 1.10.
- 2.6.15 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).
- 2.6.16 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 Part 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 (Part 4), or any Tender.

#### **Conflict of Interest**

- 2.7.8 Tenderers warrant that, except as notified to FBA under clause 2.5.8, 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.

## Queensland law

- 2.7.13 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:
- 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);
  - 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);
  - 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
  - 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:
- 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.

## Part 3: Evaluation of Tenders

### 3.1 Evaluation Process

#### Evaluation panel

The objective in evaluating each Tender is to obtain the best value for money and not necessarily the lowest Tendered price. If FBA considers any Tender to be ambiguous, erroneous or incomplete, FBA may in its absolute discretion:

- a. consider, or refuse to consider, the Tender;
- b. request further information from the Tenderer; or
- c. request the Tenderer to amend its Tender.

Tenders will be evaluated by a panel of staff chosen for their relevant experience. Evaluation will take place against the Evaluation Criteria outlined in Section 3.2.

#### Tenderer debrief

Following the successful awarding of the ITT (if any) FBA will offer to debrief the Tenderers who have not been successful. The debrief will be conducted by teleconference or email as requested. The debrief will aim to:

- a. provide the reasons why a Tender was not successful;
- b. explain how the Tender performed against the evaluation criteria, i.e. the strengths and weaknesses of the Tender; and
- c. answer any relevant concerns or questions from the respective Tenderers.

Tenderers should keep in mind the terms of this ITT regarding confidentiality and privacy considerations when requesting information during the debrief. FBA will not provide any information that is comparative to the successful (or any other) Tender or any other commercial-in-confidence information.

### 3.2 Evaluation Criteria

Criteria	Key Indicators	Weighting
Price	- Overall cost	30%
Methodology	- Methodology to meet prescribed activities	20%
Capacity	- Proven capacity to deliver similar scale works - Demonstrated capacity to deliver within the proposed timeline - Skills and resources of assigned project staff	20%
Experience	- Demonstrated experience in irrigation systems	20%
Environmental and Social Governance	- Environmental sustainability initiatives - Social initiatives including indigenous participation - Locally based contactor	10%



## Part 4: Scope of Works

### 4.1 Introduction

FBA has an outstanding reputation locally, across Queensland and nationally for developing and delivering effective and efficient programs that work with the local community, stakeholders, and investors to protect our region's natural assets. FBA is uniquely placed geographically, strategically, and operationally to deliver priority environmental and agricultural outcomes.

FBA is the organisation that can bridge the gap between knowledge and action, and bring projects that combine environmental awareness, increased profitability, and improved production to life.

We are the experts of our region. We translate complex information - explaining legislation, new technologies and changes in best practice in a way that becomes tangible, practical actions land managers and the community can do. We work with all parts of our community to implement evidence-based, accessible solutions that are relevant to our region.

FBA is proud to be one of Queensland's leading natural resource management organisations.

When it comes to the environment, landholders and our local community, FBA is well-placed to lead and support projects that protect the future prosperity and resilience of our land and sea.

Fitzroy Basin Association's (FBA) streambank remediation project is funded through a partnership between FBA and the Queensland Government's Disaster Recovery Funding Arrangements (DRFA) Environmental Recovery Program.

This scope of works involves the design, supply, installation, and commissioning of an irrigation system for the Fitzroy River (Bindaree) streambank rehabilitation site at Garnant (Lat/Long -23.112116, 150.242427), covering approximately 1.8 hectares. The extensive irrigation works will support revegetation efforts on the banks and the adjacent land above them, providing long-term protection from erosion.

A KML file will be included as an attachment that shows the project area to ensure the precise identification and planning for the irrigation system installation.



Figure 1: Screenshot of the KML file showing site extents

## 4.2 Project tasks

The scope of work encompasses, but is not confined to:

- **Design:** Design of the irrigation system
- **Supply:** Procurement, collection, and delivery of all required components and materials.
- **Install:** Complete installation of the irrigation system,
- **Commission:** Testing and commissioning of the irrigation system to ensure it is fully operational and meets project requirements, including adequate watering and follow-up maintenance.
- **Confirmation of Existing Services:** Obtain and verify information on existing underground services through Dial Before You Dig and ensure all services are correctly located.
- **Locating and Protecting Existing Services:** Locate and protect all existing services during installation.
- **Site Restoration:** Restoring the site to a standard not less than what existed prior to the site establishment period.
- **Reseed** areas where pipe has been laid or bare ground created by works (within the fenced zone),

### Attachments:

This document consolidates detailed information from various sources and includes several attachments that should be reviewed alongside the overviews provided for irrigation, planting, and maintenance in sections 4.3, 4.6, and 4.7.

- Attachment C\_Fitzroy River Revegetation Plan\_Rev Steve\_Elson\_Edit.pdf
- Fitzroy Revegetation.kml
- APPROVED - Deep Planting Guide Info Sheet.pdf
- Fitzroy River\_Design Plans For construction - Alluvium.pdf
- Attachment A\_Geotechnical report Rev 0.pdf
- ITT Schedule 6 – Price Schedule – Irrigation.xlsx

## 4.3 Irrigation Overview

### Irrigation Design

Scope: Design an irrigation system that is sufficient to irrigate four revegetation zones (bench, lower bank, upper bank and overbank) while avoiding run-off during watering events. Efficient power and water sources will need to be identified within this design process to ensure suitable pump systems are installed for efficient water delivery. A sprinkler system design is generally preferred for these projects. The irrigation system will need to maintain the irrigation frequency outlined in Table 1, and a potential extended period of approximately two to three years (Table 2) if required.

### Water Supply

Scope: Identify adequate water extraction suitable for the irrigation system design to ensure sufficient irrigation based on the revegetation plan.

### Water Pump System Components

Components: Water pump system, power source supply, poly-pipe

### Irrigation System Components

Components: Sprinkler risers and ball valves, sprinklers, poly-pipe

Scope: Apply a minimum of 6mm per square metre of water per event.

### Installation of Irrigation Network

Scope: Layout and installation of the irrigation system, including trenching and surface laying of poly-pipe, connecting poly-pipe & fittings

Note: There are no expectations for all poly-pipe to be trenched; trenching is only required where necessary.

### Irrigation Frequency

Table 1: Watering event frequency

Establishment Irrigation	Week											
	1	2	3	4	5	6	7	8	9	10	11	12
Frequency (events/week)	3	3	3	3	2	2	2	2	2	2	2	2
Maintenance Irrigation	Week											
	13	14	15	16	17	18	19	20	21	22	23	24
Frequency (events/week)	2	2	2	2	2	2	2	2	2	2	2	2

Table 2: Potential extension period

Maintenance Irrigation	Month											
	7	8	9	10	11	12	13	14	15	16	17	18
Frequency (events/month)	2	2	2	2	2	2	1	1	1	1	1	1
Maintenance Irrigation	Month											
	19	20	21	22	23	24						
Frequency (events/month)		1		1		1						

#### 4.4 Irrigation Pricing Request

The service provider has the discretion to choose the type of irrigation system to implement for this project, whether it be a **Manual Irrigation System** or an **Automatic Irrigation System**, based on what they determine to be the most suitable for the site and project goals.

##### Manual Irrigation System

**Components:** Basic sprinklers, manual valves, poly pipe, manual control system

**Operation:** Likely to involve primarily petrol pumps

**Labour:** Installation labour for manual components

**Maintenance:** Manual operation and maintenance requirements

**Ease of Use:** Consider future maintenance and ease of use, including placement of pressure gauges and the ability to easily fill portable water carts on a trailer for direct watering of plants

**Warranty and Support:** Basic warranty provided for system components, with after-sale support available for troubleshooting and repairs as needed.

##### Automatic Irrigation System

**Components:** Automated sprinklers, automatic valves, control system (timers, sensors), polypipe

**Operation:** Likely to involve primarily solar pumps

**Labour:** Installation labour for automated components, programming and setup

**Maintenance:** Automated system maintenance, potential technical support

**Ease of Use:** Consider future maintenance and ease of use, including placement of pressure gauges and the ability to easily fill portable water carts on a trailer for direct watering of plants



**Warranty and Support:** Comprehensive warranty for all system components, with ongoing technical support and after-sale service to ensure the system operates smoothly and efficiently over time.

These descriptions are intended to guide the service provider in selecting and designing the system that best meets the project's specific needs while allowing for flexibility in implementation.

#### **4.5 Irrigation Concept Design**

For reference, a concept design was developed by a consultant for the irrigation system, this is included in *Section 7 and Appendix 9 - Revegetation Plan Verterra.pdf*.

#### **4.6 Detailed Engineering Design**

The detailed engineering design provided on the following pages gives an indication of the lay of the land in the modified sections, the pile fields on the batters, and other features as part of the engineered works.



# FITZROY BASIN ASSOCIATION FITZROY RIVER - BANK STABILISATION DESIGN



DRAWING INDEX	
DRAWING No.	DRAWING TITLE
0423110_1	LOCALITY, SAFETY IN CONSTRUCTION GENERAL NOTES AND SHEET INDEX
0423110_2	PLAN VIEW OF WORKS
0423110_3	TYPICAL CROSS SECTIONS
0423110_4	TYPICAL CROSS SECTIONS
0423110_5	TYPICAL CROSS SECTIONS
0423110_6	TYPICAL TOE PROTECTION DETAIL
0423110_7	TYPICAL LOG PROTECTION DETAIL
0423110_8	OPTIONAL ROCK BAG BENCH CONFIGURATION
0423110_9	PILE AND BATTER SPECIFICATIONS SETOUT POINTS
0423110_10	NOTES AND SPECIFICATIONS

## GENERAL NOTES:

1.	LOCATION AND SITE ACCESS: FITZROY RIVER, BINDAREE
2.	ALL WORKMANSHIP AND MATERIALS SHALL COMPLY WITH THESE DRAWINGS AND RELEVANT AUSTRALIAN STANDARDS.
3.	ALL LEVELS PROVIDED ARE IN METRES TO AUSTRALIAN HEIGHT DATUM
4.	ALL CO-ORDINATES PROVIDED ARE IN METRES TO DATUM GDA2020 AND PROJECTION AMG ZONE 56.
5.	ALL DESIGN OFFSETS AND CHAINAGES PROVIDED ARE IN METRES UNLESS NOTED OTHERWISE.
6.	THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS ON SITE BEFORE COMMENCING ANY WORKS.
7.	IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONFIRM THE LOCATION AND DEPTH OF ALL OBSTRUCTIONS AND UNDERGROUND SERVICES IN THE VICINITY OF THE PROPOSED WORKS PRIOR TO THE COMMENCEMENT OF ANY WORKS.
8.	STRUCTURES MUST BE SURVEY CONTROLLED TO ENSURE THAT DESIGN ELEVATIONS AND GRADES ARE OBTAINED.
9.	ALL PREPARED SURFACES SHALL BE APPROVED BY THE SUPERINTENDENT PRIOR TO THE PLACEMENT OF LOGS, ROCK BEACHING, TOPSOIL OR OTHER COVERING MATERIALS.
10.	EXTENT OF WORKS MAY BE MODIFIED SLIGHTLY TO AVOID UNFORSEEN OBSTACLES IF REQUIRED, WHERE APPROVED BY SUPERINTENDENT.
11.	ALL STRUCTURES SHALL BE MAINTAINED IN A SAFE AND STABLE CONDITION DURING CONSTRUCTION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE NO PART OF ANY STRUCTURE IS OVERSTRESSED DURING CONSTRUCTION PROCEDURES.
12.	ALL REASONABLE EFFORTS SHALL BE MADE TO PRESERVE AND PROTECT EXISTING VEGETATION.
13.	AN APPROPRIATE SAFE WORK METHOD STATEMENT FOR WORKING NEAR WATER IS REQUIRED.
14.	ALL WORKS SHALL BE IN ACCORDANCE WITH THE DETAILED DESIGN REPORT (Detailed design report for Fitzroy River) AND SHALL NOT COMMENCE WITHOUT PRIOR APPROVAL FROM THE SUPERINTENDENT.
15.	WORKS SHOULD BE UNDERTAKEN IN THE MONTHS BETWEEN JULY - OCTOBER WHEN RAINFALL/FLOOD RISKS ARE LOWEST.
16.	EROSION AND SEDIMENT CONTROL AT THE SITE IS THE RESPONSIBILITY OF THE CONTRACTOR AND MAY REQUIRE THE DIRECTION OF OVERLAND FLOW AWAY FROM THE WORKS AREA.

## SAFETY IN CONSTRUCTION

CONSTRUCTION ACTIVITY CAN BE HAZARDOUS. POTENTIAL SAFETY HAZARDS CONSIDERED BY THE DESIGNERS TO HAVE A HIGHER RISK THAN NORMAL CONSTRUCTION ACTIVITY ARE IDENTIFIED WITH APPROPRIATE NOTES ON THESE DRAWINGS. IT SHOULD BE NOTED THAT DESIGNERS HAVE A LOWER UNDERSTANDING OF THE RISKS INVOLVED IN CONSTRUCTION COMPARED WITH THAT OF A COMPETENT CONTRACTOR. IT IS THEREFORE ESSENTIAL THAT AN ADEQUATE SAFETY PLAN FOR THE WORKS IS PREPARED BY THE CONTRACTOR. SAFETY PLANS ARE TO BE PREPARED IN COMPLIANCE WITH THE STATUTORY REQUIREMENTS. THE DESIGNERS MAY NOT BE AWARE OF ALL SAFETY RISKS AND HAZARDS INVOLVED IN THIS PROJECT AND THE ABSENCE OF COMMENT DOES NOT IMPLY THAT THERE ARE ONLY LOW LEVEL RISKS OF HAZARDS INVOLVED IN THE PROJECT. APPROPRIATE WORK METHOD STATEMENTS ARE TO BE PREPARED FOR ANY HIGH RISK ACTIVITY BY THE CONTRACTOR. THE DESIGNERS ARE AVAILABLE TO BE CONSULTED WHEN REQUIRED CONCERNING THEIR AREA OF CONTROL WITH REGARD TO SAFETY PLANS.

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Figure 2: Fitzroy River - Bank stabilisation design



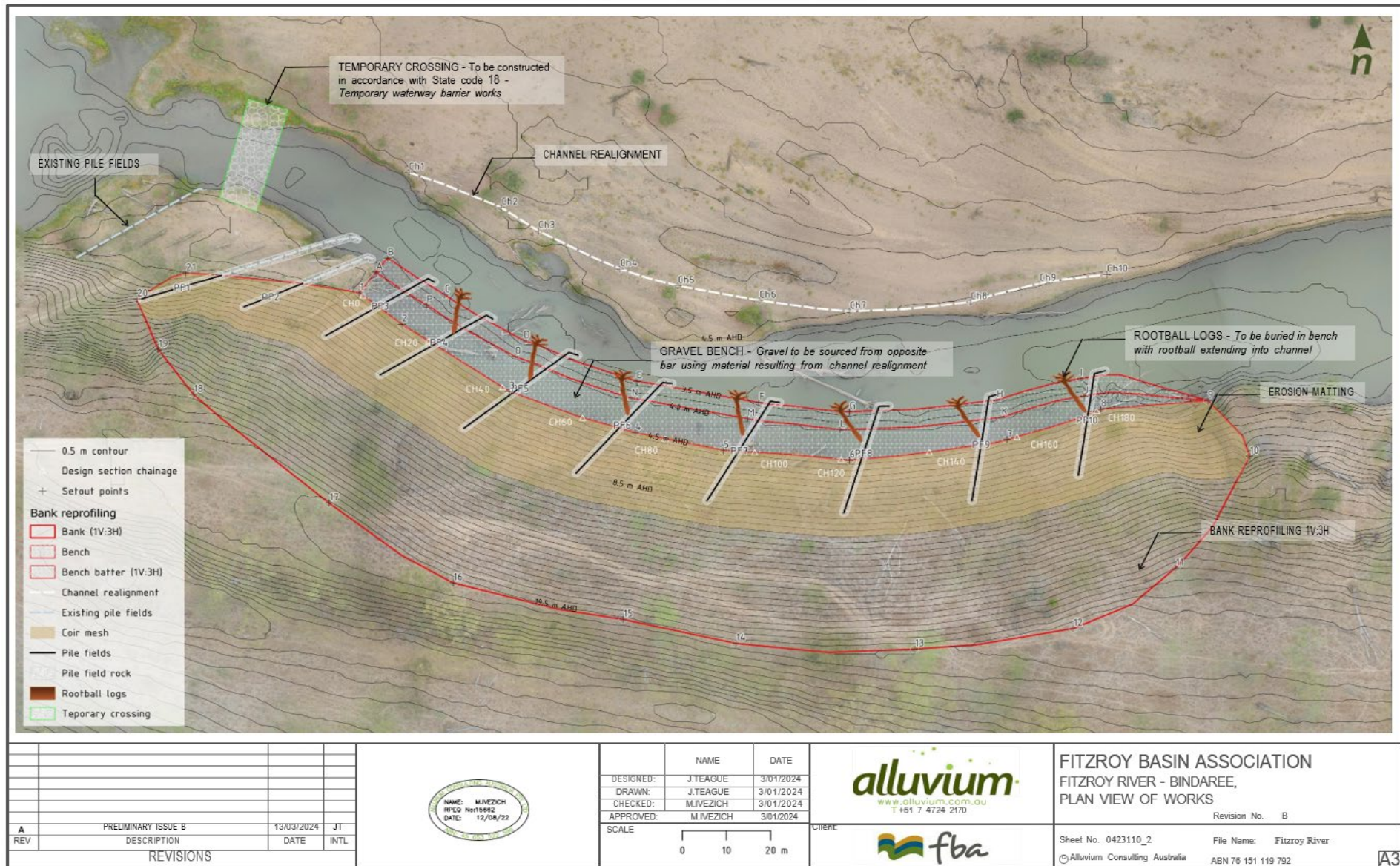


Figure 3: Site design plan view – Bank reprofiling, pile field installation, and revegetation

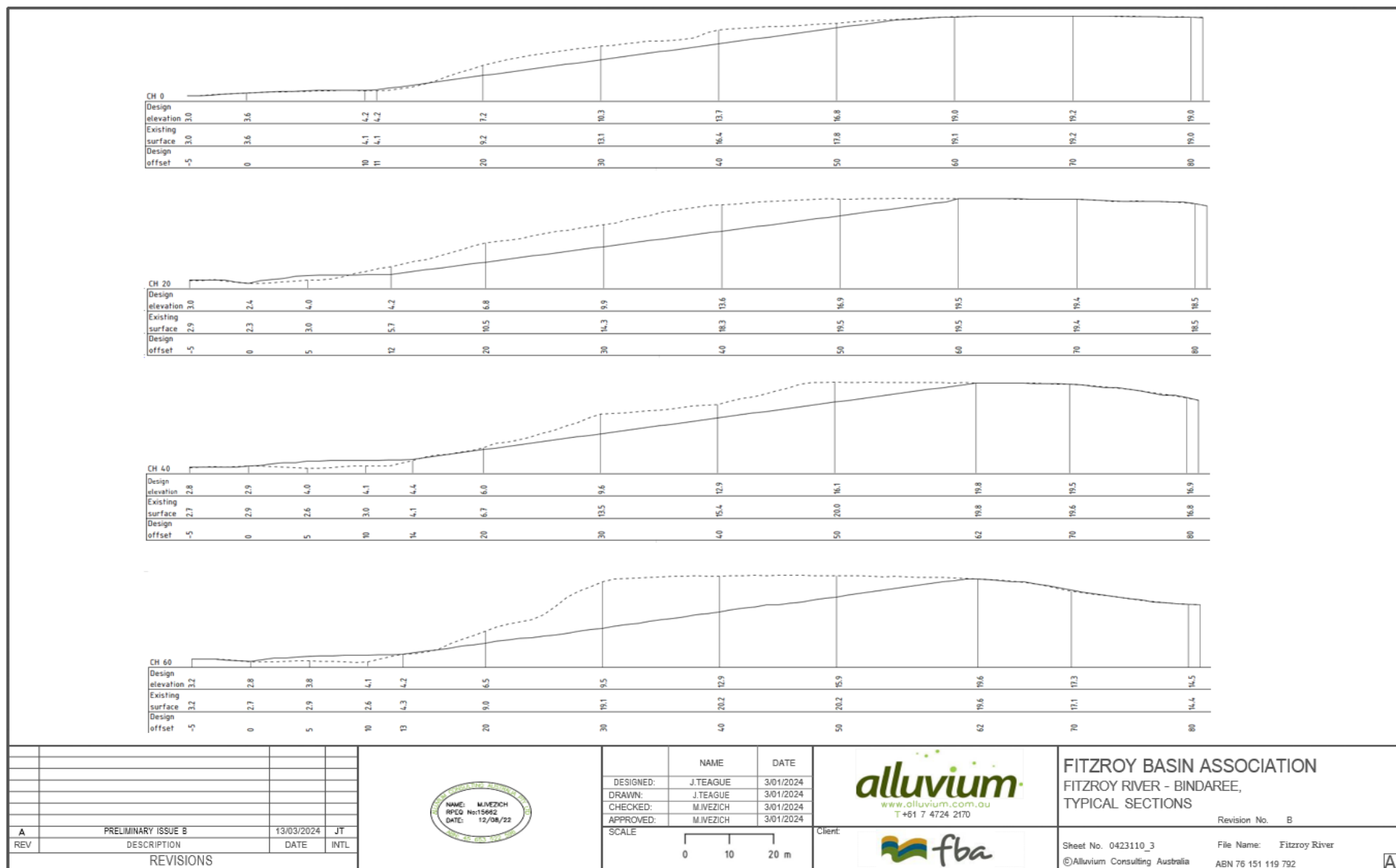


Figure 4: Cross sections

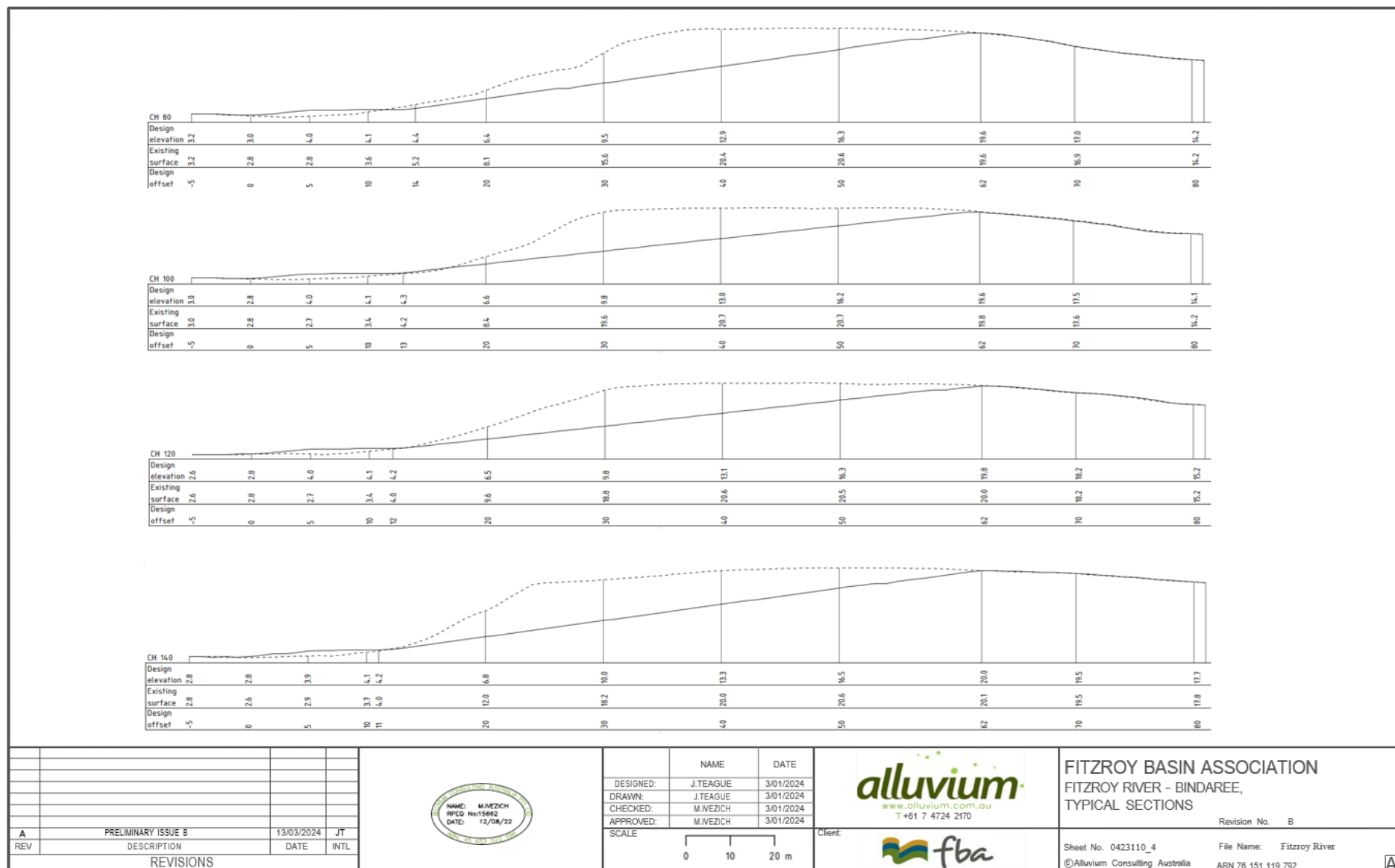
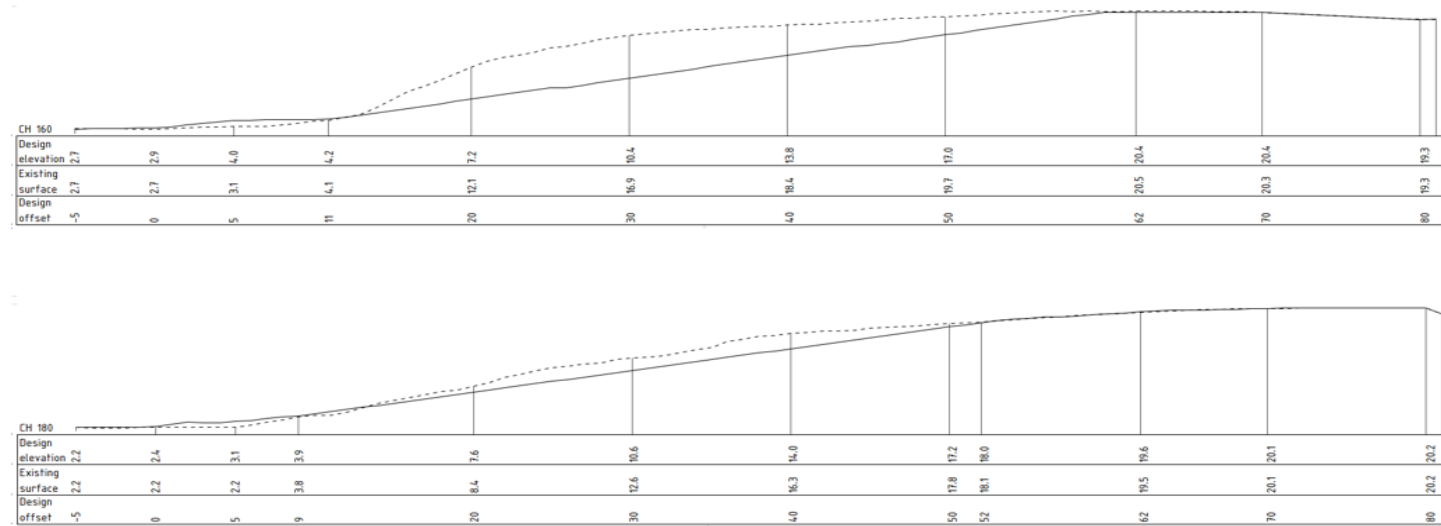


Figure 5: Cross sections



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Figure 6: Cross sections



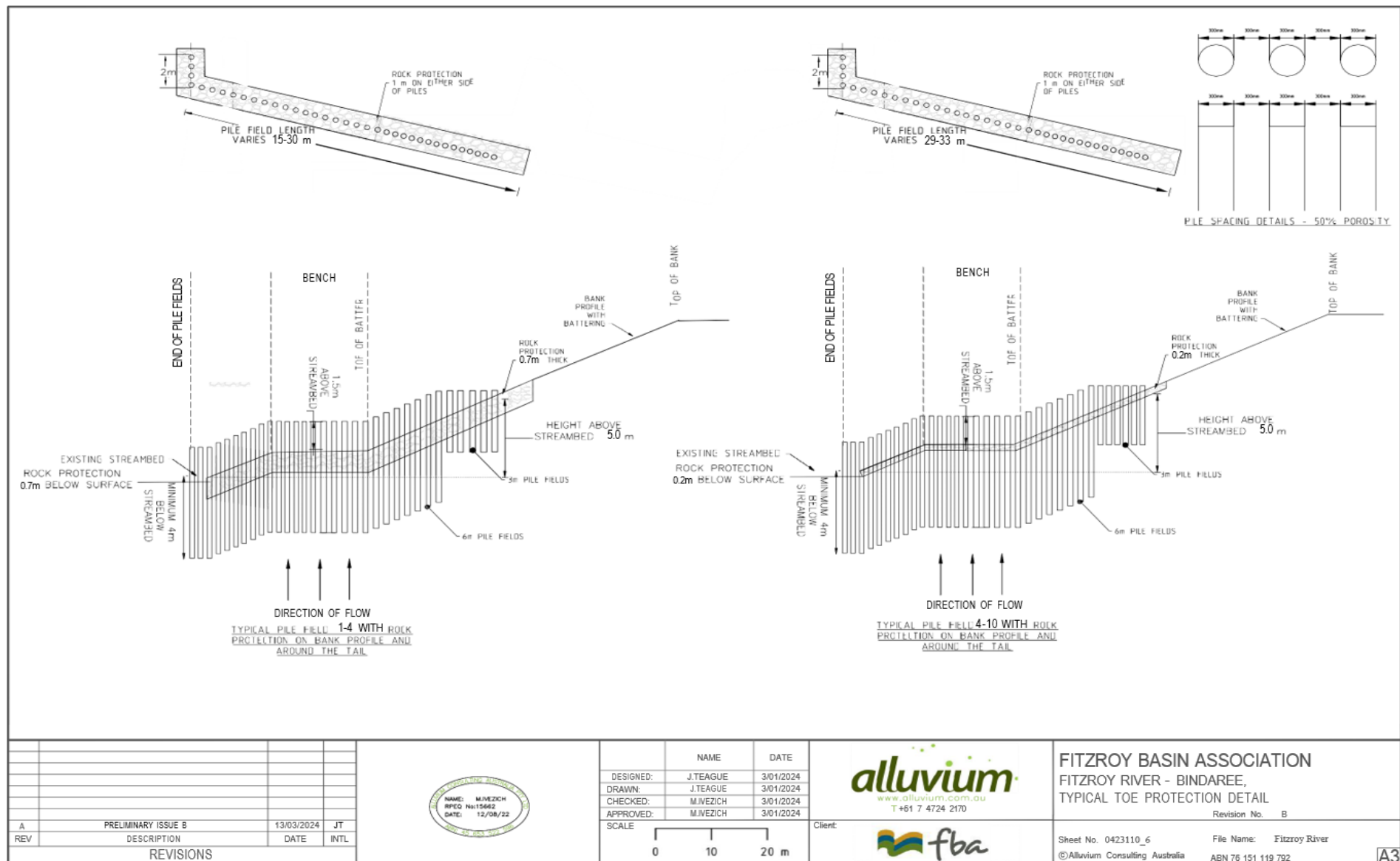


Figure 7: Toe protection detail

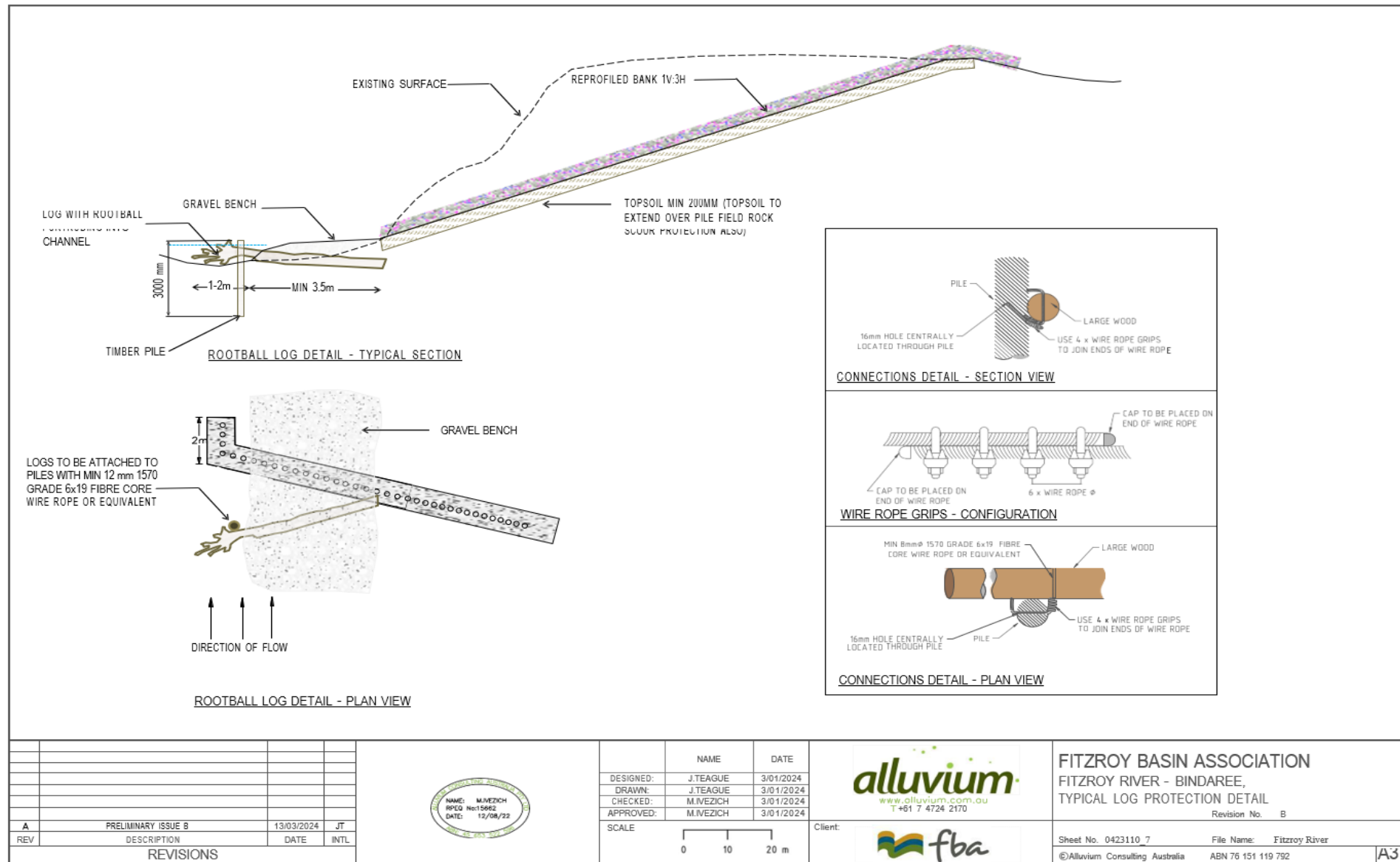


Figure 8: Log protection detail

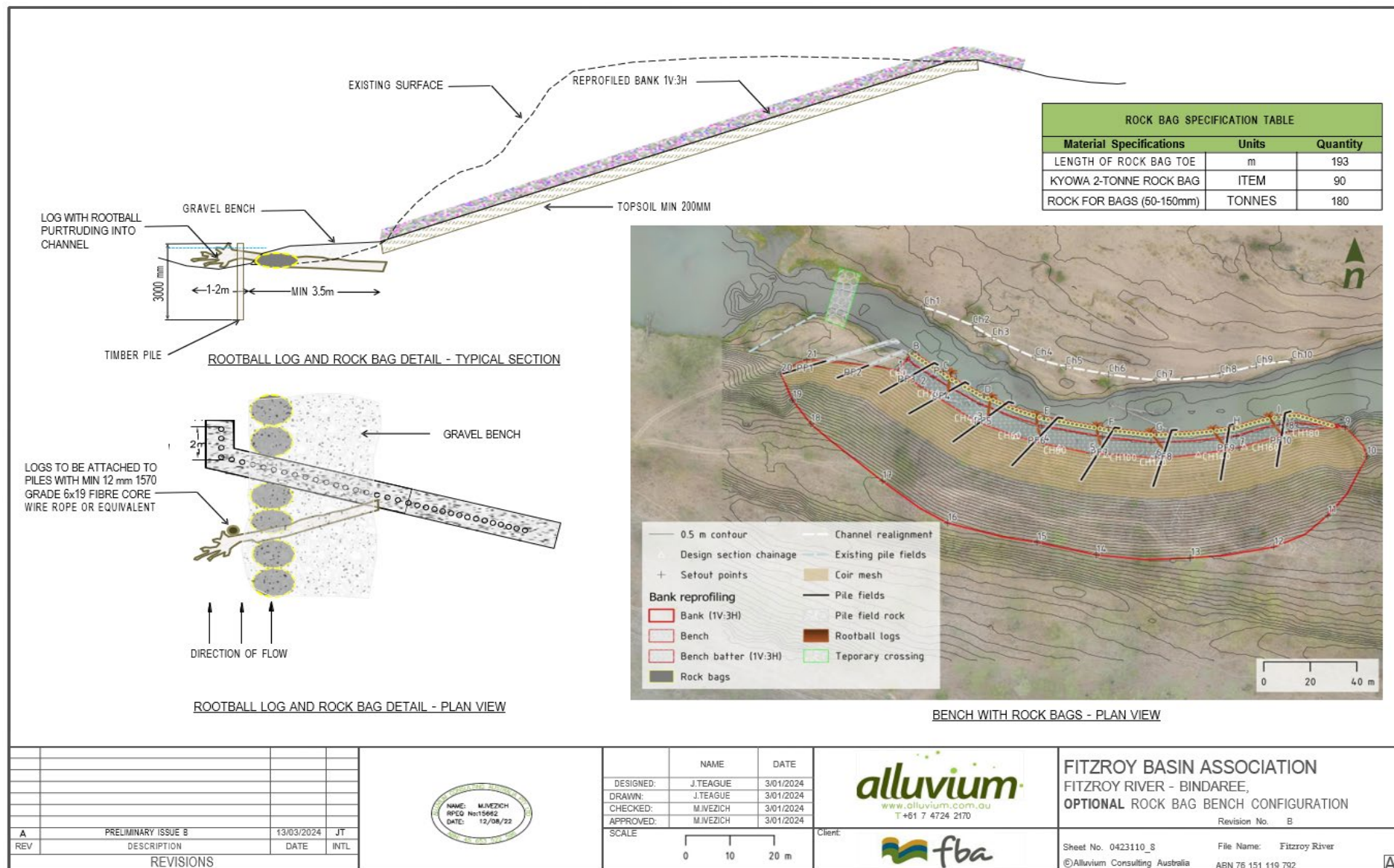


Figure 9: Rock bag bench configuration

Pile field Number	Setout point (bank side)		Setout point (channel side)		Pile field length (m)	Pile field tail length (m)	Pile diameter (mm)	Clear space between piles (mm)	Number of piles (6m long)	Number of piles (3m long)	Mass of rock beaching (tonnes)	Rock size (mm)
	Easting	Northing	Easting	Northing								
PF-1	217409.6	7441447.8	217427.7	7441453.7	17.9		300	300	27	5	45	D <sub>50</sub> 350
PF-2	217432.8	7441445.7	217446.0	7441451.6	13.2		300	300	19	5	33	D <sub>50</sub> 350
PF-3	217451.3	7441438.4	217474.5	7441452.9	28.4	2	300	300	50	5	77	D <sub>50</sub> 350
PF-4	217463.6	7441428.5	217487.7	7441443.6	29.6	2	300	300	52	5	80	D <sub>50</sub> 350
PF-5	217482.6	7441414.9	217506.4	7441434.1	32.3	2	300	300	57	5	25	100-200
PF-6	217508.0	7441403.5	217527.6	7441426.5	31.9	2	300	300	56	5	24	100-200
PF-7	217537.6	7441396.5	217552.0	7441421.7	30.6	2	300	300	54	5	23	100-200
PF-8	217568.6	7441393.5	217576.6	7441420.4	29.8	2	300	300	52	5	23	100-200
PF-9	217597.6	7441396.5	217601.5	7441422.9	28.5	2	300	300	50	5	22	100-200
PF-10	217621.7	7441403.0	217625.4	7441428.7	27.9	2	300	300	49	5	22	100-200
SUB-TOTAL									465	50		
TOTAL										515	374	

Setout point	Bank reprofiling Setout point	
	Easting	Northing
1	217458.95	7441449.26
2	217468.47	7441441.29
3	217492.81	7441424.25
4	217521.38	7441413.75
5	217541.38	7441409.25
6	217569.88	7441406.75
7	217605.55	7441411.94
8	217626.88	7441419.75
9	217651.05	7441421.86
10	217660.47	7441407.73
11	217643.69	7441379.37
12	217620.53	7441364.03
13	217584.64	7441358.82
14	217544.11	7441360.26
15	217518.64	7441366.34
16	217480.14	7441375.60
17	217452.07	7441395.87
18	217421.34	7441423.45
19	217413.37	7441434.88
20	217408.53	7441447.69
21	217419.61	7441454.26

Setout point	Gravel bench Setout point	
	Easting	Northing
A	217462.61	7441454.54
B	217465.33	7441458.12
C	217478.21	7441448.80
D	217496.11	7441437.14
E	217521.70	7441426.85
F	217549.44	7441421.40
G	217569.86	7441419.08
H	217603.24	7441422.04
I	217622.15	7441427.48
J	217622.96	7441423.05
K	217604.29	7441417.64
L	217567.82	7441414.50
M	217546.79	7441417.33
N	217520.57	7441422.49
O	217494.10	7441433.09
P	217474.11	7441446.17

BANK STABILISATION SPECIFICATION TABLE		
Material Specifications	Units	Quantity
LENGTH OF BATTER	m	307
BATTER CUT	m³	40,375
BATTER FILL	m³	135
GRAVEL BENCH CUT	m³	58
GRAVEL BENCH FILL	m³	1,472
EROSION MATTING	m²	4,800
TOPSOIL REQUIREMENT	m³	2,361
ROOTBALL LOGS	Each	7
ROOTBALL LOG PILES	Each	7


Figure 10: Pile and batter specifications





## 4.7 Detailed Revegetation Design

The screenshots on the following pages are extracted from *Section 2 of the Revegetation Plan Verterra.pdf*. These images outline the site boundaries for the revegetation works and highlight the specific areas designated for planting. The zones correspond to guidelines regarding tubestock planting.

Table 3: Revegetation zones

Zone Location	Grade	Treatment Area (m <sup>2</sup> )
Lower Bank	1v:3h	5,238 <sup>[1]</sup>
Upper Bank	1v:3h	7,204 <sup>[1]</sup>
Overbank	Natural ground level	4,873

<sup>[1]</sup> Reprofiled zone treatment areas are based on estimated batter surface areas calculated from assumed slope grade.



Figure 12: Revegetation zones

## 4.8 Expected Schedule and Timing

### Schedule

The following table outlines the expected schedule and timing of each milestone. Please suggest alternate milestones/dates based on the particulars of your tender bid.

### Expected Milestones

Table 4: Expected Milestones

Task #	Milestone	Due Date
1	Irrigation - Design	05/12/2024
2	Irrigation – Supply, Install and Commission	13/01/2025

## Part 5: Returnable Schedules

### 5.1 Tender Checklist

A conforming tender meets the requirements of the ITT Part I Section I.9. Failure to return any of the following items may result in the Tender being excluded from evaluation due to non-conformance:

Checklist of required attachments		
<input type="checkbox"/>	Part 5: Returnable schedules completed in full and signed by an authorised representative of the Tenderer	
<input type="checkbox"/>	Completed Supplier Details Form	Schedule 1: Supplier Details Form
<input type="checkbox"/>	Certificates of Currency for insurances as defined in Schedule 2	Schedule 2: Insurances
<input type="checkbox"/>	Business Licences as appropriate as defined in Schedule 3	Schedule 3: Business Licences
<input type="checkbox"/>	CVs of key personnel as defined in Schedule 4	Schedule 4: Key Personnel
<input type="checkbox"/>	Requirements to meet the Assessment Criteria <ul style="list-style-type: none"> <li><input type="checkbox"/> Proposed Methodology</li> <li><input type="checkbox"/> Proposed Project Schedule</li> <li><input type="checkbox"/> Management Systems</li> <li><input type="checkbox"/> Examples of Demonstrated Experience</li> </ul>	Schedule 5: Non-Price Assessment Requirements
<input type="checkbox"/>	Price schedule as an Excel document	Schedule 6: Price Schedule



## 5.2 Schedule I: Supplier Details Form

Please complete the attached Word document **Schedule I - Supplier Details Form.docx**.

### 5.3 Schedule 2: Insurances

1. Public Liability Insurance (FBA requires at least \$20,000,000 per claim)	
Insurer:	
Limit of Cover:	\$
Policy Number:	
Expiry Date:	
Exclusions:	

2. Workers' Compensation (WorkCover) Insurance (as required by law)	
Insurer:	
Limit of Cover:	\$
Policy Number:	
Expiry Date:	

3. Professional Indemnity Insurance	
Insurer:	
Limit of Cover:	\$
Policy Number:	
Expiry Date:	
Exclusions:	

4. Plant and Equipment Insurance	
Insurer:	
Limit of Cover:	\$
Policy Number:	
Expiry Date:	
Exclusions:	

5.4 Schedule 3: Business Licences

Include all business licenses relevant to the Scope of Works.

Licence	Number	Class/Category	Other details

## 5.5 Schedule 4: Key Personnel

The Tenderer must nominate the key personnel proposed for delivery of the Works. Attach resumes/CVs to the Tender submission.

Key Contact for FBA – [Project Role Title]	
Name	
Position Title	
Phone	
Email	
Qualifications	
Relevant Licences	
Relevant Experience	

[Project Role Title]	
Name	
Position Title	
Qualifications	
Relevant Licences	
Relevant Experience	

[Project Role Title]	
Name	
Position Title	
Qualifications	
Relevant Licences	
Relevant Experience	

[Project Role Title]	
Name	
Position Title	
Qualifications	
Relevant Licences	
Relevant Experience	





## 5.6 Schedule 5: Non-price Assessment Requirements

Tenderer should submit documentation and evidence supporting the assessment criteria outlined in **Part 3: Evaluation of Tenders**. Minimum evidence required is:

- Proposed methodology;
- Project schedule;
- Management systems; and
- Examples of demonstrated experience.

The Tenderer may submit more documentation to support their Tender as they see fit.

FBA reserves the right to:

- a. consider or not consider Tenders that do not supply the minimum documentation; and
- b. consider or not consider any documentation exceeding the minimum documentation.



## 5.7 Schedule 6: Price Schedule

Please complete the two worksheets, Bill of Quantities and Schedule of Rates, in the attached **Schedule 6: Price Schedule.xlsx** file.

The Bill of Quantities should contain all expected costs associated with delivery of the works and the final price to FBA that will form the Contract. Tenderers may add items to, but should not remove items from, the Bill of Quantities. Where an item is not completed, Tenderers should note the reason in the Comments column or risk the Tender being found non-conformant.

The prices the Tenderer provides in the Schedule of Rates are for the development of any potential variations to the Contract should they be required.

The Tenderer may also complete the Payment Schedule worksheet to suggest a schedule of payments against milestones for the potential Contract. If no proposed Payment Schedule is provided, FBA will develop the payment schedule when finalising the Contract.

## 5.8 Schedule 7: Contract Term Non-conformances

Tenderer must outline proposed non-conformances with **Part 5: Draft Contract**. FBA reserves the right to consider or not consider any Tender not conforming to the requirements outlined in the Tender Documents.

Term Ref.	Description	Reasoning	Impact



## 5.9 Schedule 7: Tenderer's Acknowledgement

The signatory below makes the following declarations for an on behalf of the Tenderer to Fitzroy Basin Association (FBA):

1. The Tenderer has examined all of the Invitation Documents;
2. The Tenderer declares that:
  - a. the Tender constitutes a formal Offer for the provision of the Works;
  - b. it has read and understood the obligations outlined in the Invitation Documents;
  - c. all of the contents of the Tender are accurate;
  - d. there are no relationships between the Tenderer and FBA, FBA staff, or other parties with dealings with FBA that may constitute a conflict of interest, either actual, potential or perceived should the Tenderer be selected;
  - e. it has sufficient financial, staff and other resources to carry out and supply the Works in accordance with the Invitation to Tender;
  - f. it is not aware of any circumstances, including but not limited to legal action, that could impact on the viability of the Tenderer or the capacity to deliver the Works; and
  - g. it has or will have all insurance required before entering into Contract for the works and for the duration of the Works.

Signed by an Authorised Representative of the Tenderer who declares that they are duly authorised to sign for and enter into contracts on behalf of \_\_\_\_\_ [Business Name]

---

Authorised Person Name

---

Authorised Person Signature

---

Date of Signature



## Part 6: Draft Contract

Refer to the attached **Part 6 – Draft Contract.pdf**.



@fitzroybasinassociation



07 4999 2800



@fitzroybasin



admin@fba.org.au



fitzroy-basin-association



fba.org.au

**fba.org.au**

PEOPLE. ENVIRONMENT. FUTURE.









# ITT Fitzroy Irrigation Tender invitation

Final Audit Report

2024-11-09

Created:	2024-11-07
By:	Ben Reimers (ben.reimers@fba.org.au)
Status:	Signed
Transaction ID:	CBJCHBCAABAAh3bc0QlhRF_kaFdmhuK-n0H1kc-qr-m2

## "ITT Fitzroy Irrigation Tender invitation" History

-  Document created by Ben Reimers (ben.reimers@fba.org.au)  
2024-11-07 - 6:09:47 AM GMT
-  Document emailed to Daniel Boshoff (daniel.boshoff@fba.org.au) for signature  
2024-11-07 - 6:09:58 AM GMT
-  Email viewed by Daniel Boshoff (daniel.boshoff@fba.org.au)  
2024-11-07 - 12:30:28 PM GMT
-  Document e-signed by Daniel Boshoff (daniel.boshoff@fba.org.au)  
Signature Date: 2024-11-07 - 12:32:13 PM GMT - Time Source: server
-  Document emailed to Elyse Riethmuller (elyse.riethmuller@fba.org.au) for signature  
2024-11-07 - 12:32:17 PM GMT
-  Email viewed by Elyse Riethmuller (elyse.riethmuller@fba.org.au)  
2024-11-09 - 10:42:59 AM GMT
-  Document e-signed by Elyse Riethmuller (elyse.riethmuller@fba.org.au)  
Signature Date: 2024-11-09 - 10:44:42 AM GMT - Time Source: server
-  Agreement completed.  
2024-11-09 - 10:44:42 AM GMT