





REEF TRUST PHASE IV GULLY AND STREAM BANK EROSION CONTROL PROGRAM

Invite to Tender Collinsdale – Bindaree, Fencing

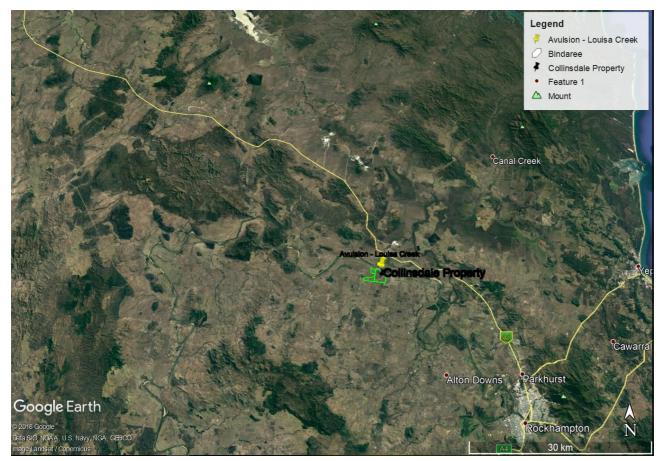
May 2019 - Version 1

INTRODUCTION

Property Description

The Collinsdale and Bindaree properties are situated on the southern side of the Fitzroy River about 30 kilometers North of Rockhampton. These properties are situated in the Garnant locality, with the project areas on Lots 39/40 on LN327, Lot 17 on LIV401172 and Lot 1936 LIV40685 (fencing and off-stream watering point works).

Figure 1 – Project Location



PROJECT DETAILS

Louisa Creek – Collinsdale and Bindaree Property

Approximately 14,100 m of creek and gully fencing is proposed for the lower section of Collinsdale Creek. This streambank and gully fencing will occur over two properties – Collinsdale and Bindaree, to establish and protect riparian vegetation along the lower eight (8) kilometers of Louisa Creek as well as some side gullies to prevent further erosion. Within Collinsdale, 10,100 m of fencing is proposed while within the upstream Bindaree property about 4,000 m of creek and gully fencing is proposed.

To offset this restricted water source, a number of off-stream water points (including dam sites) will be established adjacent to the creek (outside of the fenced area). Within Collinsdale, seven (7) off-stream watering points are proposed (there are currently none in place). Within Bindaree, an additional three (3) off-stream watering points are proposed to augment the existing supplies.

Figure 2: Collinsdale and Bindaree Project Location

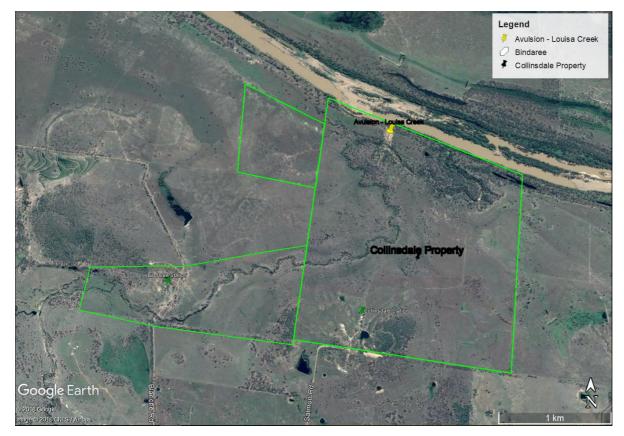
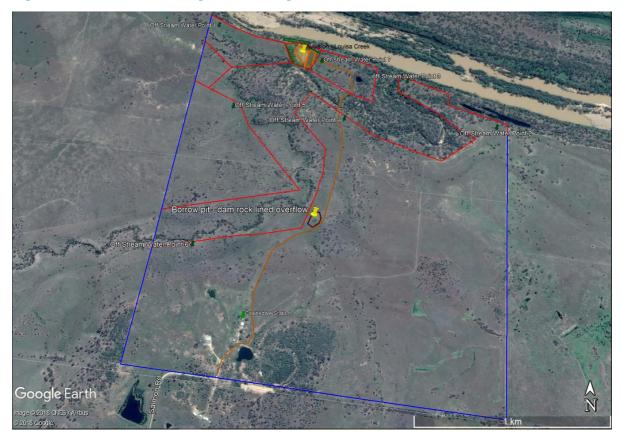
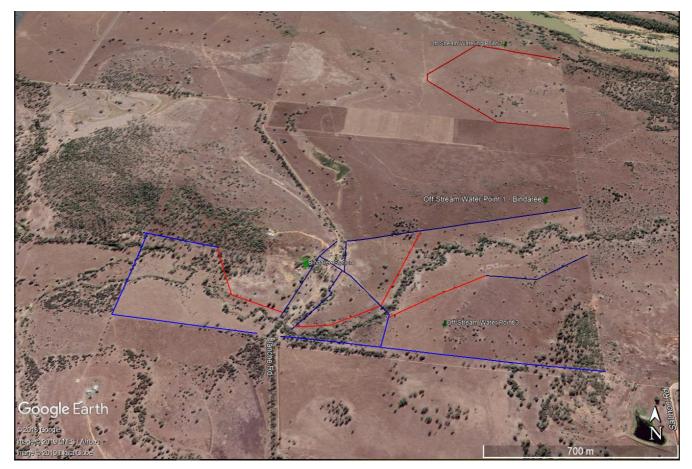


Figure 3 – Collinsdale Fencing and Watering Point Sites



Blue lines show existing fence lines relative to proposed gully fencing Red lines show proposed fence lines

Figure 4 – Bindaree Fencing and Watering Point Site



Blue lines show existing fence lines relative to proposed creek fencing

Red lines show proposed fence lines

Note: Sites are indicative only with final alignments and locations to be confirmed with the relevant landholder

Project Timing

These works must occur during the dry season to avoid increased risks of sediment and erosion impacts.

Details

Tenders are invited by the Principal in relation to this Invitation to Tender and are to be submitted on the basis that they are subject to, and conform to, the following sections.

Section 2. Conditions of Tender; Section 3. Tender Evaluation Process; Section 4. Principal's Requirements; Section 5. Conditions of Contract;

Unless the context otherwise requires or the contrary intention appears, terms defined in the Conditions of Tender have the same meaning when used in the Invitation to Tender.

Invitation to Tender number

FEER3110-05b - Collinsdale/Bindaree Fencing

For the provision of

The Principal wishes to appoint a suitably experienced, qualified and equipped Contractor to:

Undertake fencing and the establishment of off-stream watering points at the Collinsdale Property (Lots 39 and 40 on LN327) and Bindaree Property (LIV401172 and Lot 1936 LIV40685), Garnant (near Rockhampton).

Principal

Catchment Solutions Pty Ltd ABN: 89 158 982 186 85 Gordon Street Mackay Qld 4740

Release to market

Friday, 10 May 2019.

Tender site inspection

An Offer site inspection will be held on

Tuesday, 21 May 2019 at 03.00 pm Queensland time.

Location: 251 Salmon Road Garnant (via Ridgeland), QLD 4702 (Meet initially at Ridgelands Community Hall next to the Ridgelands State School – off Ridgelands Road at 3:00pm)

The site inspection for this Invitation to Tender is voluntary for all tenders but in order to gain sufficient information to carry out the required works it is highly recommended.

Please email <u>pjeston@catchmentsolutions.com.au</u> to register for the site visit including the names of the two attendees.

Please arrive at the nominated location at least 15 minutes prior to the scheduled commencement time for the Tender briefing/site inspection to allow sufficient time to complete pre-briefing registration activities.

The Tender site inspection is limited to a maximum of two attendees from each Tenderer.

The purpose of the Tender site inspection is to provide Tenderers with the opportunity to view the site and the ability to seek clarifications via questions on notice.

The Tender site inspection assumes that all attendees are familiar with the Invitation to Tender documents.

The Tender site inspection will comprise a presentation by the Principal in respect to the Supply and will provide instruction on the completion of the Invitation to Tender documents.

Clarifications will be answered in writing as an Addendum. Any information provided at, or following the Tender briefing/site inspection, is provided subject to the Conditions of Tender.

Minimum personal protective equipment required by the Tenderer for the Tender briefing/site inspection is:

• Long sleeve shirt - high visibility (preferred), wide brimmed hat, sun protection (sun block), water and safety boots.

Cut-off date for clarifications

The Principal will not respond to any request for information or clarification received later than one week prior to the Tender Closing Date (5pm 10th June 2019).

Closing Date

Tenders must be lodged electronically by 5:00pm Monday, 10 June 2019 Queensland time.

Contact Officer

All requests for information for the Invitation Process must only be directed to the Principal's Contact Officer:

Name:	Philip Jeston
Position Title:	Project Coordinator
Email:	pjeston@catchmentsolutions.com.au

Confidential Information

The information contained within the Invitation to Tender is deemed confidential:

Not Applicable

Tender validity period

Tenders must remain valid after the Closing Date for a minimum period of 90 days.

Nature of Price and Approved Expenses

The Invitation to Tender is for a Lump sum Contract

Lodgement of Tender

Tenders submitted in response to the Invitation to Tender will only be accepted by the Principal via the email (pjeston@catchmentsolutions.com.au), or in hard copy via mail (PO Box 815 Mackay Qld 4740).

Create one folder clearly labelled with the Tenderer's name.

Any additional documents should be saved in ONE separate file, (e.g. insurance certificates of currency, Certificate of Registration of a Company etc.) labelled as

Tenderers Name - Ref Docs.pdf

Maximum file size is 15MB with the total submission not exceeding 100MB and

Ensure prior to submitting, a Tender that it is free from viruses and has been checked with an up-todate virus checking program.

Failure to comply with this requirement will result in the Tenderer's Tender being deemed a Non-Conforming Tender.

Deviations

Deviations will be considered only with the submission of a Conforming Offer.

Tender for parts

Submit a Tender in its entirety as separable portions / parts are not applicable in relation to this Invitation to Tender.

Tender Evaluation Process

Formation and content of legal relationship

In consideration of the Tenderer agreeing to be bound by the terms and conditions of this Invitation to Tender, the Principal agrees to permit the Tenderer to participate in the Invitation Process, subject to and in accordance with the terms of the Invitation to Tender.

The Tenderer agrees that the Principal's obligations in Clause 00 constitute valuable consideration for the Tenderer's agreement to be bound by the Invitation to Tender.

The Principal's obligations to the Tenderer in relation to this Invitation to Tender or the Invitation Process:

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

The Principal may amend the Invitation to Tender or any aspect of the Invitation to Tender.

This Invitation to Tender applies to all acts and omissions by or on behalf of the Tenderer in relation to the Invitation Process before, on and after the date that it submits its Tender.

- Except for those provisions of this Invitation to Tender that are stated to survive termination, or by implication survive termination, a Tenderer will be bound by this Invitation to Tender until the earlier of the date that:
 - the Principal terminates the Invitation Process, except that, subject to the next two paragraphs, this Invitation to Tender will continue to apply to any other process that the Principal undertakes to engage a party to carry out some or all of the Supply, unless the Principal expressly agrees otherwise;
 - the Principal notifies the Tenderer that the Principal has ceased considering the Tenderer's Tender or all of the Tenderer's Tenders if more than one Tender was submitted; and
 - the Principal notifies the Tenderer, or publishes any notice to the public, to that effect.

The Tenderer acknowledges that:

- this Invitation to Tender does not constitute a Tender by the Principal to enter into the Contract or any agreement;
 - no contract exists or will come into force between the Principal and the Tenderer unless and until the Contract is formed in accordance with the Conditions of Tender; and
 - neither the Principal nor the Tenderer intend to create any legal relationship; and
- the Invitation to Tender sets out the entire agreement between the Principal and the Tenderer in respect of the Invitation Process.

Evaluation Process

The Evaluation Process will, subject to the Principal's rights under the Invitation to Tender, involve an assessment of each Tender received using the same evaluation methodology and the Evaluation Criteria.

The Principal reserves the right to shortlist Tenderers during the Evaluation Process. The Evaluation Process may at the sole and unfettered discretion of the Principal involve, at any stage during the Evaluation Process, a due diligence assessment of risk, including but not limited to legal entity, reference, past performance, financial, confidentiality, financial viability, Deviations and corporate checks, and discussions with Tenderers, demonstrations and site visits.

Tenders will be evaluated by an evaluation team consisting of two or more officers of the Principal.

Evaluation methodology

Gate One: Mandatory

The initial gate comprising of mandatory criteria will allow the evaluation team to determine Tenders that do not conform to the mandatory requirements.

- a) Non-conforming Tenders will not be evaluated further as part of the evaluation process for subsequent gates two and three
- b) Incomplete Tenders may be, at the sole and unfettered discretion of the Principal, deemed nonconforming
- c) Complete Tenders that meet the mandatory criteria will be advanced to Gate Two

Gate Two: Scoring Capability Criteria

Tenders are to be shortlisted based on a combination of capability and local business and industry factors to move to Gate Three as follows:

Local Content	10%
Understanding of Scope	20%
Capability criteria	30%
Price	40%
Total	100%

Local business and industry factors

Local Content - The Principal supports the development of local competitive business and industry by including a 10 per cent weighting in the scoring criteria apportioned on a sliding scale as follows:

Score	Description
10	Developing or established Rockhampton or Livingstone business
8	Branch office in Rockhampton or Livingstone areas that the directly employing a minimum of ten full time employees in Central Queensland area
7	Branch office in Rockhampton or Livingstone areas that the directly employing less than ten full time employees in Central Queensland area
5	Central Queensland business (includes Gladstone, Mackay and Emerald areas)
4	Queensland business
1	Interstate business
0	Overseas business

Evaluation Criteria

Mandatory Criteria

Evaluation Criteria	Description	Response required
Work Health and Safety (WHS)	Documented WHS Management System	Work Health and Safety
Quality Assurance (QA)	Documented QA Management System	Quality Assurance
Licences and Qualifications	Installation accreditation	Licences
Tender Site Inspection	Attendance at Tender Site Inspection	Tender Site Inspection registration

Scoring Capability Criteria

Evaluation Criteria	Description	Response required
Local Content		Local Content
Work Health and Safety	Degree of Compliance of System. Provide Safe Work Method Statements and WHS Management Plans for similar projects with high risk construction activities.	Work Health and Safety
Capability	Demonstrated capability of key Personnel and provide all plant and equipment required to complete the works. Provide current contractual commitments.	Capability of Key Personnel, Proposed Subcontractors. Plant and Equipment; Current Contractual commitments
Methodology	Give sufficient details to demonstrate a clear understanding of the complexities of the works and all the operations necessary to complete the works in accordance with the specification.	Methodology
Preliminary Program	Demonstrate a clear understanding of the works and show capability that the works will be completed within the required timeframes.	Preliminary Program
Technical Products	Demonstrate all products are in compliance with specification.	Technical/Product Information
Experience	Detail recent relevant experience in delivering works for similar size and complexity.	Experience and Referees

Non-Scoring Due Diligence Criteria

Due Diligence Criteria	Description	Response to be completed and submitted
Insurances	An assessment of risk based on stipulated insurances	Risk and Insurances
Licences	An assessment of risk based on licence information submitted	Licences

References	An assessment of risk based on reference checks may be used to substantiate claims made	Experience and References
Deviations	An assessment of risk based on the number and types of deviations proposed	Deviations
Conflicts of Interest and fair dealing	An assessment of risk based on perceived or actual Conflict of Interests, confidentiality and fair dealing	Conflict of Interest Declaration and Confidentiality Agreement Declaration of Commission and Incentives, Moral Rights and Collusion

Value for Money Criteria

Evaluation Criteria	Description	Response required
Price	Value of Money – price compared to	Price Submission
	design budget estimate	

Principal's Requirements

General

The Principal's Requirements have been included to allow Tenderers to respond to the Invitation to Tender.

It is the responsibility of the Tenderer to familiarise themselves with the Principal's Requirements.

Conditions of Contract

Conditions of Contract

- The terms and conditions in the Contract Header and Conditions of Contract, will govern any Contract established as a result of the Invitation Process, unless otherwise specified in the Conditions of Tender.
- The Principal reserves the right to issue an amended Contract Header and Conditions of Contract prior to entering into a Contract with the Successful Tenderer, as and when required.
- It is the responsibility of the Tenderer to familiarise themselves with the current Contract Header and Conditions of Contract.