

TENDER LSC2025-010 TENDER FOR BIOSECURITY WEED MANAGEMENT

CLOSING DATE FOR TENDERS - 2 PM, FRIDAY, 30 MAY 2025

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#### Leeton Shire Council Weeds Action Plan

Having considered the project requirements, we (the Tenderer, below) hereby Offers to furnish all labour, material, tools, equipment, and facilities necessary to supply and complete the whole of the works in conformity with the Specifications, Conditions of Contract, & attached Schedules for the total amount as detailed in the Schedules for the Weeds Action Plan.

Notwithstanding any Conditions of Tender, the Principal reserves the absolute right to accept or reject any tender, prior to awarding the Contract, without incurring any liability to the affected Tenderer(s) or any obligation to inform the Tenderer(s) of the grounds for their action.

In signing this Tender Form, the Tenderer confirms that the quoted price and any other technical and or commercial opinions expressed in this Tender Booklet have been arrived at, without any reference to any other external party.

Neither the Tenderer, nor any of its servants or agents has entered into any Contract, understanding, or arrangement having the result that if successful in this tender, it will pay to any unsuccessful Tenderer, any moneys in respect of, or in relation to the tender, or any contract resulting there from.

At the date of this declaration, the Tenderer intends to do the work set out in this Tender for the total amount of;

(In words + GST). (\$ + GST)\$xxxxxxx+ GST For the 5 year period of the WAP (1 July 2025 – 30 June 2030)

Tenderer - Company		
Address		
Name, Signature and Position		
Dated this	Day of	20

Schedule 1 Which follows, is the basis for the above tender offering. It is the planned activity list for the Weeds Action Program for Leeton Local Control Area as administered by Leeton Shire Council. The Program activities are selected based on desired biosecurity outcomes and required legislative outcomes. Completing that five (5) year plan as described, is totally dependent on State Government funding being allocated. Leeton Shire Council can reasonably expect to receive funding. The extent of that funding is as yet unknown.

Goal totals as a number are misleading as it totals single action activities and activities that are measured in kilometres. The total figure is not relevant

An annual costing of activities is inserted in the last row of Schedule 1. These annual figures are inclusive of State Government funding

## SCHEDULE 1 – ITEMISED COST AND LUMP SUM TENDER PRICE

Note: Individual cost items within this Schedule are not open to acceptance; they are provided purely for evaluation and reference purposes. The Specialist Subcontract shall be established on the basis of a fixed lump sum Tender, not elements or parts thereof. Write "NO OFFER" for separable parts that are to be done by the head contractor.

#### LEETON SHIRE COUNCIL WEEDS ACTION PLAN

Output	Allocated targets	Year 1 2025/26	Year 2 2026/7	Year 3 2027/28	Year 4 2028/29	Year 5 2029/30
1.1.1(a) LCAs to develop local inspection, high risk pathways and sites management plans	3					
1.1.3(a) Conduct High Risk Pathway inspections - Waterways	128					
1.1.3(b) Conduct High Risk Pathway inspections - Roads	900					
1.1.3(c) Conduct High Risk Pathway inspections - Railways	73					
1.1.3(d) Conduct High Risk Site inspections	18					
1.1.3(g) Conduct Private Property inspections	120					
1.1.3(h) Inspect council owned and managed lands	14					
1.1.3(i) Inspect State owned and managed lands	8					
1.1.3(l) Prohibited matter initial control work	0					
1.1.4 Implement training and/or biosecurity hygiene programs with industry to prevent the introduction and/or spread of weeds	1					
1.2.3 Build/maintain capacity to electronically submit data into BIS	12					
1.2.4 Activities that increase public awareness of incursion risk and reporting mechanisms	0					
2.1.2(a) Inspection and compliance activities for weeds regulated as prohibited matter	8					

2.1.2(e) Inspection and compliance activities for regional priority weeds that have a management objective of eradication and containment	4		
3.1.2 Effectively manage the current and future impacts of widespread weeds	900		
4.2.1 Communicate biosecurity obligations to landowners and the community	120		
4.2.2 Community engagement events to raise public awareness	1		
4.2.4(a) Develop a range of awareness-raising resources to reach different targeted audiences	12		
4.2.4(b) Maintain and update online presence	1		
4.2.5 Activities that increase public awareness of incursion risk and reporting mechanisms	1		
4.3.1(a) LCAs to support Authorised Officers in completion of relevant accredited courses	2		
4.3.2(a) Support Weed Biosecurity staff to attend NSW State Weeds Conference	0		
4.3.2(b) Complete delegate reports for Regional Weed Committee meetings	4		
4.3.2(c) Participate in Regional Weed Committee meetings	5		
4.3.2(d) Participate in current eradication responses outside of your area of operation	0		
4.6.1 Administration Costs	1		
Total	2336	_	

## **SCHEDULE 2 – PROJECT METHODOLOGY**

Instruction to the tenderer: A detailed approach to the implementation of the project.

The implementation plan for this project is the Weed Action Program.

The Weed Action Program is a State managed program

All targets are annual and must be reported on annually. Completing these targets are the key performance indicators.

There is an allowance within the five-year program period for target carry over but this must be requested and approved through LLS and DPI and completed within an agreed time frame.

## **SCHEDULE 3 – ADDITIONAL OR OPTIONAL EQUIPMENT**

Note that DEPARTURES from the Specification are to be confirmed within Schedule 9, this Schedule is specifically designed for any alternatives that have been requested in the Specification or are in the Tenderer's view worthy of Client consideration. (If insufficient space, attach details).

Item No	Reference Specification (Clause No)	Short Description of Alternative and or Option	Additional Info Attached Yes or No
1			
2			
3			
4			
5			
6			
7			

## **SCHEDULE 4 – CORPORATE INFORMATION**

			financial ye	ars:
'ear Ended	Tu	rnover (\$)		
2021/22	\$			
2022/23	\$			
2023/24	\$			
/Turnover - to do	ate this find	ancial year (:	\$)	
surance Details				
Insurer		Policy No	Amount	Expiry Date
	e - State turnove 'ear Ended 2021/22 2022/23 2023/24 /Turnover - to do	e - State turnover for the presented Turnover State and	e - State turnover for the past three (3)  Year Ended Turnover (\$)  2021/22 \$ 2022/23 \$ 2023/24 \$  /Turnover - to date this financial year (\$)  Surance Details	e - State turnover for the past three (3) financial ye  (ear Ended Turnover (\$)  2021/22 \$  2022/23 \$  2023/24 \$  /Turnover - to date this financial year (\$)

## **SCHEDULE 5 - PREVIOUS EXPERIENCE**

Describe your Company's experience with projects of a similar size and or nature completed within the last three years: Note that the Principal and his appointed Representatives reserve the right to make their own independent enquires.

PROJECT 1 (name)						
Client:		ı				
Contact:				Telephone:		
Total Project Value:	\$		Order Value:	\$	Duration:	
Description of the project	ct or tasl	<:				
PROJECT 2 (name)						
	<u> </u>					
Client:						
Contact:				Telephone:		
Total Project Value:	\$		Order Value:	\$	Duration:	
Description of the project	ct or tasl	<:				
PROJECT 3 (name)						
					_	
Client:						
Contact:				Telephone:		
Total Project Value:	\$		Order Value:	\$	Duration:	
Description of the project	ct or tasl	<:				
		'				

## **SCHEDULE 6 – SUBMITTED REFEREES**

Provide at least three referees who can attest to the Tenderer's capabilities in undertaking the specified subcontract. Note that the Principal and his appointed Representatives reserve the right to make their own independent enquires.

FIRST REFEREE:		
Company name (if		
applicable)		
Address:		
Contact Person:		
	1	
Telephone:	Facsimile:	
CECOND DEFEDEE.		
SECOND REFEREE:		
Company name (if		
applicable)		
Address:		
0 1 15		
Contact Person:		
Tolophono:	Facsimile:	
Telephone:	racsimile.	
THIRD REFEREE:		
Company name (if		
applicable)		
Address:		
Address.		
Contact Person:		
Telephone:	Facsimile:	

## **SCHEDULE 7 - CURRENT WORK IN PROGRESS**

Provide details of all work in progress, including and identify projects tendered for, but not yet awarded.

PROJECT 1 (name)					
Client:					
Contact:			Telephone:		
Total Project Value:	\$ Approx Annually	Order Value:	\$	Duration: 14 years	
Description of the project or t					
PROJECT 2 (name)					
Client:					
Contact:			Telephone:		
Total Project Value:	\$ Annually	Order Value:	\$	Duration: 3.5 years	
Description of the project or task:					
	1				
DDO IECT 2 (name)					
PROJECT 3 (name)					
Client:					
Contact:			Telephone:		
Total Project Value:	\$	Order Value:	\$	Duration:	
Description of the project or t	ask:				
	-				

#### **SCHEDULE 8 - ORGANISATION AND KEY PERSONNEL**

The Specialist Subcontractor shall detail and or attach the following details:

The Tenderers proposed management organisation for the specified works, clearly showing the names and the position of the proposed key personnel. The roles of key personnel, represent the minimum requirements. It should be noted that nominated key personnel shall be deemed to be available for work under the contract.

Provide Curriculum Vitae of Key Personnel to confirm relevant experience, professional indemnity Insurance details, qualification and or registration.

Also provide details on which part of the works (if any) are planned to be subcontracted and to whom.

NAME 1:	Position:
Reporting to:	Years of relevant experience:
Line responsibilities:	,
NAME 2:	Position:
Reporting to:	Years of relevant experience:
Line responsibilities:	
NAME 3:	Position:
Reporting to:	Years of relevant experience:
Line responsibilities:	
NAME 4:	Position:
Reporting to:	Years of relevant experience:
Line responsibilities:	

Attach extra page(s) if insufficient space together with the organization chart.

#### **SCHEDULE 9 - DEPARTURES**

Provide a listing of ALL departures to the Specification as follows:

- a. The Biosecurity Weed Management contract shall be deemed to be completely in accordance with the provided Specifications, unless departures are listed below.
- b. This Schedule is designed to alleviate the requirement for compliance statements on each and every Clause. Extend this Schedule as required
- c. The Specialist Subcontractor shall nominate a price adjustment to the Price that would apply if the Principal elects not to accept the departure. A departure that cannot be withdrawn (at any price) may result in the exclusion of the Tender.
- d. Where necessary a more comprehensive description of each departure should be attached.

Note: "Departures" may also include commercial considerations, such as terms of payment, Principal backed guarantees etc.

Item No	Reference to Specification (Clause No/Schedule)	Short Description of Departure	Price adjustment to withdraw (\$)

#### **SCHEDULE 10 - DELIVERY PROGRAM**

Attach a preliminary program in the form of a Gantt chart and network diagram in MS Project format and/or approved equal showing the following:

- Inspection, administration and control operations and completion of returns required by the Leeton Shire Council WAP Periods within which various stages or parts of the work are to be executed.
- To complete reporting and mapping obligations.
- To provide Council with monthly reports and attend quarterly meetings with Council.
- To liaise with Leeton Shire Council on dealing with non-compliant rate payers/land managers and owners.
- To provide suitable personnel to be responsible for overall contract performance, administration, inspectorial and weed treatment works.
- Be responsible for scheduled inspections, general inspectorial duties.
- To provide a suitable vehicle, chemicals and spraying equipment.
- To undertake public awareness campaigns and provision of technical advice to landowners.
- Demonstrated experience implementation of NSW Weeds Action Plan within the Local Government context and the use of Biosecurity Information Systems will be highly regarded.

## **SCHEDULE 11 – QUALITY ASSURANCE**

Demonstrate commitment to quality outcomes and understanding and acceptance of the principles of Quality Assurance ("QA"). Note: Further information may be required to be submitted as substantiation.

	SUBJECT	YES	МО
1	Does the organization have a Quality Assurance management system as part of its overall management system? If yes, give details or include a copy of the Corporate QA Manual)		
2	Is the QA System currently accredited to an ISO Standard? (If yes, give details)		

If answered "yes" to Q1 and Q2 the organisation is <u>not</u> required to complete the following.

3	Does the organisation have a quality policy? If yes, then does it:	
	Have the documented support and commitment of the Chief Executive Officer and senior management?	
	Demonstrate that it relates to the organisation's activities, products and services?	
	Demonstrate that it reflects the organisation's values and guiding principles?	
	Provide a guide to the setting of quality objectives and targets?	
	Include a guide towards the monitoring of appropriate management practices?	
4	Is there a management representative responsible for ensuring that the quality principles are implemented and maintained?	
5	Is the organization able to provide documented evidence to demonstrate its understanding and acceptance of the philosophy of quality systems? If yes is it by:	
	Minutes of management review?	
	Internal audit reports?	
	A typical Quality Plan?	
6	Are details of the quality principles included in the organisation's training and induction program?	
7	Are there documented procedures for control of quality from subcontractors and suppliers?	
8	Are there documented procedures for corrective action that include investigation into the cause of quality non-conformances and determination of the corrective action needed?	

## **SCHEDULE 12 - WORKPLACE HEALTH AND SAFETY**

Demonstrate commitment to Work Health and Safety (WHS) Act & Regulations and understanding and acceptance of the principles of WHS. Note that further information may be required to be submitted as substantiation.

	SUBJECT	YES	NO
1.	Does the organisation have WHS Management Plan as part of its overall management system? (If yes give details)		
2.	Is the WHS Management Plan accredited by a New South Wales Government agency or an accredited third party? (If yes, give details)		
3.	Has the organisation prepared safe Work Method Statements (or Standard Operation Procedures) for all of its work activities with a significant risk? (If yes, give details)		
4.	Does your organisation have WHS induction program for employees? (If yes, give details)		
5.	Does your organisation assess the WHS capabilities of your subcontractors? (If yes, give details)		
6.	Has Workcover issued the organisation with any Prohibition Notices, Improvement Notices or fines in the past 12 months? (If yes, give details)		
7.	Is the organisation able to provide documented evidence that within its organisation, there are people or resources nominated to:  Define WHS management policies and objectives, priorities and targets;		
	Define the responsibilities of personnel for WHS matters;		
	Identify system verification requirements and allocating human, technical and financial resources adequate to meet those requirements;		
	Ensure compliance with WHS legislation and regulations;		
	Keep abreast of changes in legislation and regulations;		
	Acquire and disseminate WHS management information;		
	Plan and conduct training in WHS management, including inducting new employees;		
	Oversee the development and implementation of WHS principles and procedures;		
	Assess subcontractors' and suppliers' abilities to comply with WHS requirements;		
	Ensure compliance with safe work practices and procedures.		

(Attach details.)

# SCHEDULE 13 – RE-USE OF EXISTING ITEMS OF PLANT AND EQUIPMENT

Identify and confirm any item of plant, which will be retained and re-used. Within the "COMMENT" column, confirm what work if any will be undertaken to ensure compliance with Performance Guarantee and continued good service.

ITEM	DESCRIPTION/NAME	COMMENT

#### **SCHEDULE 14 – MECHANCIAL**

#### 14.1 DOCUMENTS TO BE SUBMITTED WITH TENDER

#### **GENERAL**

#### Schedule of Technical Data

A complete description of the equipment offered shall be enclosed with the tender, such details to be listed on separate sheets.

Tenderers shall complete and submit with their tender Equipment Schedules that are similar in content to those at the rear of this section of the specification for preliminary assessment during the tender period. Formal review and assessment of all Equipment Schedules will occur prior to ordering.

Full technical data and specifications or equipment offered shall be provided upon request.

In particular, for each item of equipment for the following data are to be submitted:-

- Make
- Model
- No. Off
- Capacity
- Selection Criteria
- Materials of Construction

#### **Tender Schedules:-**

The following documents shall be submitted with tenders:

## **14.2 MAJOR MACHINERY AND EQUIPMENT**

Equipment currently in use	

## 14.3 SUB-CONTRACTORS AND EQUIPMENT INFORMATION

Trade	Name of Sub-Contractor

Provide a list of manufacturers of the equipment that will be used for the project.

Equipment	Manufacturer

## **SCHEDULE A - TENDERERS OFFER** A1.1 **OFFER FORM** Leeton Shire Council 23-25 Chelmsford Place **LEETON NSW 2705** I/We\_-----(BLOCK LETTERS) ABN\_\_\_\_\_ACN \_\_\_\_ Telephone No Facsimile No: N/A In response to Request for Tender (LSC 2025-010) I/We agree that I am/We are bound by, and will comply with this Request and its associated schedules and attachments, all in accordance with the Conditions of Tendering contained in this Request signed and completed. The tendered price is valid up to ninety (90) calendar days from the date of the tender closing or fortyfive (45) days from the Council's resolution for determining the Tender, whichever is the later unless extended on mutual agreement between the Principal and the Tenderer in writing. I/We agree that there will be no cost payable by the Principal towards the preparation or submission of this Tender irrespective of its outcome. The tendered consideration is as provided under the lump sum price in the prescribed format and submitted with this Tender. Dated this day of 2025 Signature of authorised signatory of Tenderer: Name of authorised signatory (BLOCK LETTERS): Telephone Number: Authorised signatory Postal address:

Email Address:

## SCHEDULE B - TENDERERS RESPONSE TO COMPLIANCE CRITERIA

#### **B1.1 COMPLIANCE CRITERIA**

Please select with a yes or no whether you have complied with the following compliance criteria:

## **B1.1.1 Compliance with Submission Criteria**

Description of Compliance Criteria		
(a)	Tenderers are to provide acknowledgment that your organisation has submitted in accordance with the Conditions of Tender including completion of the Offer Form and provision of your pricing submitted in the format required by the Principal	Yes/No
(b)	Compliance with the Specification contained in the Request	Yes/No
(c)	Compliance with attendance at any mandatory tender briefing or site	Yes/No
(d)	Compliance with the Tender Lodgement Requirements & Delivery Method.	Yes/No

#### **B1.1.2 Risk Assessment**

Tenderers must address the following points in an attachment and label it 'Schedule B1.1.2 – Risk Assessment'

Desc		
(e)	Risk Assessment	
i.	An outline of your organisational structure inclusive of any branches and	
	number of personnel.	
ii.	Provide a summary of the number of years your organisation has been in	
	business.	
iii.	Attach details of your referees. You should give examples of work provided	
	for your referees where possible.	
iv.	Do you intend to subcontract any of the Requirements? If Yes, provide	
	details of the subcontractor(s) including; the name, address and the number	
٧.	of people employed; and the Requirements that will be subcontracted.  Will any actual or potential conflict of interest in the performance of your	
٧.	obligations under the Contract exist if you are awarded the Contract, or are	
	any such conflicts of interest likely to arise during the Contract? If Yes,	
	please supply in an attachment details of any actual or potential conflict of	
	interest and the way in which any conflict will be dealt with.	
vi.	Are you presently able to pay all your debts in full as and when they fall	
	due?	
vii.	Are you currently engaged in litigation as a result of which you may be liable	
	for \$50,000 or more? If Yes, please provide details.	
viii.	In order to demonstrate your financial ability to undertake this contract,	
	include a profit and loss statement and the latest financial return for you and	
	each of the other proposed contracting entities, together with a list of	
	financial referees from your bank and/or accountant are to provide	
	acknowledgment that your organisation has submitted in accordance with	
	the Conditions of Tendering including completion of the Offer Form and	
	provision of your pricing submitted in the format required by the Principal	

## **B1.1.5 Disability Access and Inclusion Plan**

Description of Compliance Criteria	
(f) Implementation of Disability Access and Inclusion Plan (DAIP) (refer section 4.1)	
Does your organisation agree to:	
<ul> <li>i. Undertake the contract in a manner consistent LSC's DAIP</li> <li>ii. Provide reports regarding DAIP outcome areas supported</li> </ul>	
Provide information on how your organisation intends to achieve this.	

#### **B1.1.6 Additional Documentation**

Tenderers to provide copies of the following documentation

Description of Compliance Criteria	
(g) Tenderers are to provide their:	
<ul> <li>Registrations or Licenses</li> <li>Project specific Project Execution Plan</li> <li>Builders Registration, as applicable</li> </ul>	

## **SCHEDULE C - TENDERERS SUBMISSION**

Tenderers must complete the following injunction with Schedule 1. Tenderers should ensure they have read this entire Request

#### C1 PRICE SCHEDULE

As Per Tender Return Booklet - Schedule 1

#### **C1.1 Local Price Preference Value**

State the value of goods and/or services that can be considered to calculate adjustments for evaluation purposes under the Local Preference Policy (Refer to section 1.21). Tenderers must provide evidence to support the stated value as per Policy requirements and may be required to report on implementation progress.

Description of Good/ Service	Supplier Name	Value
		\$
		\$
		\$
		\$
		\$
TOTAL (ex GST)		\$

#### **C1.2 Discounts**

Are you prepared to allow discount for prompt settlement of accounts?	Yes / No
If you are offering discounts for different periods, or other discounts such as volume discounts, detail them in an attachment labelled "Discounts".	Tick if attached

#### C1.3 Price Basis

Are you prepared to offer a fixed price?	Yes / No
	I

#### C1.4 Schedule of Rates for Labour and Day Works

The Tenderer shall list below the hourly rates payable for various occupational groups which may be employed on the Site including any applicable Goods and Services Tax (GST).

Item	Rate Per Hour (ex GST)	GST Component	Rate Per Hour (inc GST)
Project Manager	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$

#### C1.5 Schedule or Rates for Plant Hire

Tenderers shall list the hourly rates for the hire of all types of constructional equipment used on the site for clearing, earthworks, excavation, compaction, laying of pipes, construction of manholes, grading of surfaces and watering.

The rates shall include allowance for an experienced operator, fuel consumable stores, maintenance, overheads, GST and profit and are for the plant specified or equivalent, based on the Contractors standard working week.

Item	Rate Per Hour	GST	Rate Per Hour (inc
	(ex GST)	Component	GST)
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$

Working week for these rates is_	to	for
hours per day.		