



# **INVITATION TO TENDER**

## **Operations Certificate Programs**

Tender Reference:

**02238T**

Tender Release Date:

**Thursday, 11 February 2016**

Tender Closing Time:

**Wednesday, 24 February 2016, 14:00  
(AEST)**

**CONFIDENTIALITY NOTICE**

This document contains confidential information of Seqwater and should be treated as 'Commercial in Confidence.'

Unauthorised use or disclosure by any person may result in liability.

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# SECTION A - INTRODUCTION

## 1. PURPOSE OF THIS DOCUMENT

- 1.1 Queensland Bulk Water Supply Authority trading as Seqwater has a requirement for the Provision of Operations Certificate Programs

## 2. Project Background.

Queensland Bulk Water Supply Authority trading as Seqwater is seeking to engage a supplier who can offer specialised training and development services in the National Water and Agriculture, Horticulture and Conservation and Land Management training packages as an integral part of its developmental pathways and the multi-skilling of our operational workforce. Seqwater is looking to source the highest quality training organisations to ensure our operators are trained to the highest standard.

## 3. Primary Objective.

To appoint highly qualified and experienced training providers to ensure our workforce is receiving the skills and knowledge required to do their job safely, effectively and efficiently as per Seqwater's operational requirements, while incorporating adult learning principles.

## 4. Operational Objectives.

- Achieve multi-skilling of our operational workforce
- Developmental pathways for our operations workforce
- Our operators have the knowledge and skills to effectively run our assets
- Ensure our workforce has the correct necessary qualifications to do their job
- Our workforce is receiving high quality training services from its providers

## 5. TENDERS FOR PART OF THE PROPOSED CONTRACT

This Tender is divided into two (2) Separable Portions.

### Separable Portion 1

**Training and Development services for National Water Package (specialising in Dams and Irrigation or Water Treatment), consisting of:**

- Certificate II in Water Operations (NWP20107 *with a requirement to add NWP20115 to scope of registration*)
- Certificate III in Water Operations (NWP30107 *with a requirement to add NWP30315 and NWP30215 to scope of registration*)
- Certificate IV in Water Operations (NWP40107 *with a requirement to add NWP40615 and NWP40515 to scope of registration*)

*Specific units of competency relevant to Seqwater are detailed in Appendix A.*

### Separable Portion 2

**Training and Development services for Agriculture, Horticulture and Conservation and Land Management Package consisting of:**

- Certificate III in Conservation and Land Management (AHC31410)
- Certificate IV in Conservation and Land Management (AHC40910)

*Specific units of competency relevant to Seqwater are detailed in Appendix B.*

***Tenderers may submit an offer for either Separable Portions 1, or 2, or both Separable Portions. Any response schedules submitted, for any Separable Portion, must be done so in their entirety.***

***The term of the contract will be for an initial period of one (1) year with the option by Seqwater at its sole and absolute discretion, of a further one (1), plus one (1) year extensions. (Total available term 1+1+1 years)***

## 6. STRUCTURE OF THIS DOCUMENT

This Invitation to Tender (“ITT”) document comprises five (5) Sections:

SECTION A: Introduction

SECTION B: Tender Conditions  
Part 1: Binding Tender Conditions  
Part 2: Tender Guidelines

SECTION C: Conditions of Contract  
Part 1: General Conditions of Contract

SECTION D: Tender Schedules

Part 1: Non Pricing Tender Schedules  
D1 Tender Offer Signature Page  
D2 Form of Tender  
D3 Statement of Compliance  
D4 Conflicts of Interest  
D5 Insurance Details  
D6 Experience & Personnel  
D7 Services  
D8 Quality  
D9 Administration  
D10 Proposed Subcontractors  
D11 Quality and Environmental Management  
D12 Financial/Credit Information  
D13 Receipt of Addenda and Notices to Tenderers

Part 2: Pricing Tender Schedules

EP1 Fixed Fees  
EP2 Travel and Accommodation Allowances

SECTION E: APPENDICES

**7. TENDER NAME AND REFERENCE**

Item	Detail
Tender Name	Operations Certificate Programs
Tender Reference	02238T

**8. TENDER SUBMISSION DETAILS**

Item	Detail	Reference
Schedule D, Part 1 Non Pricing Tender Offer Electronic Submission Required	Electronic Submission Required	Section B – Part 2, clause 5.2 and 5.3(a)
Schedule D, Part 2 Pricing Tender Offer Electronic Submission Required		Section B – Part 2, clause 5.2 and 5.3(a)

**9. TENDER TIMETABLE**

Seqwater envisages that this ITT will be conducted in accordance with the following timetable. Dates, other than the Tender Closing Time, are indicative only and are subject to change by Seqwater.

Date	Milestone
Thursday, 11 February 2016	Release of Invitation to Tender
Thursday, 18 February 2016	Clarification Closing Time
Thursday, 24 February 2016	Tender Closing Time

**10. INDUSTRY BRIEFING and/or SITE VISIT**

Not applicable

**11. COMMUNICATION WITH SEQWATER**

- (a) All contact with Seqwater, including requests for further information or clarification on any issue relating to the ITT, must be to the Seqwater Representative and include the Tender Reference.
- (b) Tenderers are not permitted to approach other Seqwater personnel to seek information in preparing their Tender.
- (c) Except as expressly provided in this ITT, all contact by a Tenderer must be initiated in writing by letter, email or fax. Information will **not** be provided in response to a verbal request.
- (d) All correspondence relating to this ITT must be labelled with the Tender Reference.
- (e) Nothing in this ITT precludes Seqwater from day-to-day contact with its current contractors necessary for the management of current systems and projects.

## **12. SEQWATER REPRESENTATIVE**

The Seqwater Representative is:

Contact: Gordon Muir  
Postal address: 117 Brisbane Street, Ipswich QLD 4305  
Email: [tenders@seqwater.com.au](mailto:tenders@seqwater.com.au)  
Phone: (07) 3035 5643

or such other person as Seqwater may from time to time determine.

## **13. LEGAL EFFECT OF INVITATION TO TENDER**

Section B – Part 1 is intended to be contractually binding on Seqwater and the Tenderer. None of the other Sections or Parts are intended to be legally binding on Seqwater or the Tenderer.

## **14. OBLIGATIONS OF DISCLOSURE**

Tenderers are advised that Seqwater is subject to third party disclosure applications under the Right to Information Act or (“**RTI Act**”). Seqwater is obliged to comply with its legal obligations, which may include releasing information and documents from Tender Offer submissions or subsequent contracts to third parties.

Additionally, Seqwater is required under the State Procurement Policy to publish summary details of all awarded contracts. This includes the name of the successful Tenderer as well as the contract price.

# **SECTION B - TENDER CONDITIONS**

The Tender Conditions comprise:

Part 1: Binding Tender Conditions

Part 2: Tender Guidelines

## **SECTION B - PART 1 BINDING TENDER CONDITIONS**

The Tenderer agrees, by submitting its Tender Offer to Seqwater in response to this ITT, to be contractually bound by this part "Binding Conditions of ITT".

### **1. OWNERSHIP AND USE OF INVITATION TO TENDER**

#### **1.1 Ownership and Intellectual Property Rights**

This ITT document is the property of Seqwater. Intellectual property rights in this document belong to Seqwater. This document must not be copied without the prior approval of Seqwater except for the purposes of preparing a Tender Offer. All copies of this ITT are to be returned to Seqwater or destroyed upon request.

#### **1.2 Confidentiality**

Any confidential information provided by Seqwater to the Tenderer in connection with this ITT, including all subsequent processes, must be treated and kept as such by the Tenderer.

### **2. INFORMATION PROVIDED BY SEQWATER**

#### **2.1 Seqwater not liable for information**

Seqwater is not liable for any erroneous, non-current or insufficient information. If a Tenderer has any doubts as to the meaning or intention of any part of this ITT, or if further information is required to ensure a clear and correct understanding of the nature and extent of the Goods or Services required by Seqwater, application should be made to Seqwater under clause 7.3.

#### **2.2 Statistical data/volume estimates**

Statistical data, volume estimates or any other data provided in this ITT is not to be construed as a guarantee that any particular volume of business will be provided by Seqwater. Seqwater is not liable (including liability for anticipated profit or for loss of profit) because of any difference between the statistical data, volume estimates or any other data provided to assist Tenderers in compiling a Tender Offer and the volume of Goods or Services actually required by Seqwater.

#### **2.3 No liability for viruses**

Tenderers must note that when obtaining or receiving correspondence or notices in relation to this ITT they are doing so at their own risk and are accepting the entire risk of virus transmission. Seqwater does not and will not provide any warranty (whether express or implied) in relation to the issue of electronic data and is not responsible for any loss or damage (including consequential loss or damage) which may be suffered by any Tenderer.

#### **2.4 No liability for electronic documentation transmission**

Tenderers must note that when obtaining ITT documentation or receiving correspondence or notices in an electronic format they are doing so at their own risk and are accepting the entire risk, including the risk of missing data and or documentation. Seqwater has not and will not provide any warranty (whether express or implied) in relation to the issue of electronic data and is not responsible for any loss or damage (including consequential loss or damage) which may be suffered by any Tenderer.

## **2.5 Warranty by Tenderer**

The Tenderer warrants that its Tender Offer is submitted on the following basis:

- (a) it has fully informed itself and satisfied itself on all conditions, facts and things relevant to its Tender Offer;
- (b) it has independently satisfied itself with regard to all information relevant to its Tender Offer that has been provided by Seqwater; and
- (c) it accepts full responsibility for its interpretations, deductions and conclusions arising from the information it obtains.

## **3. OWNERSHIP AND USE OF TENDER OFFERS**

### **3.1 Ownership and retention**

Seqwater will own and retain all Tender Offer documents.

### **3.2 Intellectual property rights in Tender Offers**

Subject to clause 1.1 of this part, copyright and any other Intellectual Property Rights in the Tender Offer will, as between Seqwater and the Tenderer, belong to the Tenderer. However, the Tenderer grants to Seqwater (and promises that it has full right to effectively do so) a non-exclusive, fully paid-up and royalty free, perpetual (non-ending), assignable licence to use, reproduce and adapt the Tender Offer as it sees fit for the purpose of evaluating the Tender Offer and progressing and giving complete effect to this ITT.

### **3.3 Confidentiality of Tender Offers**

- (a) If the Tenderer considers that any part of its Tender Offer is confidential then it is to mark the relevant part of its Tender Offer accordingly. Any confidentiality not expressly notified in writing is waived. In any event, Seqwater is entitled to use and disclose the information contained in the Tender Offer as it sees fit for the purpose of evaluating the Tender Offer and progressing and giving complete effect to this ITT. Tenderers agree that the confidentiality of its information is subject to the limitations in clause 10 of this part below.
- (b) The confidentiality of Tenderer's information marked confidential does not extend to:
  - (i) information that is in the public domain (save via any breach of confidentiality in relation to this ITT);
  - (ii) information that is in, or comes into, the possession of Seqwater from a source other than the Tenderer or from the Tenderer independently of this ITT; or
  - (iii) prohibit the use or disclosure required by, under or pursuant to legislation or by any court, tribunal or other statutory body. (The expression legislation includes subordinate legislation, regulations, government policy, by-laws and ordinances).

## **4. CONDUCT OF TENDERER**

- (a) Tenderers agree to conduct themselves with propriety, including by not:
  - (i) offering inducements, secret commissions, gifts or rewards to Seqwater's employees, Board Members or agents which could in any way tend to influence the person's actions in relation to the Tender Offer;
  - (ii) colluding with other Tenderers or potential Tenderers to the detriment of the tender process;



- (iii) attempting to interview or discuss any matter in relation to its Tender Offer or any other Tender Offer, with Seqwater's employees, Board Members or agents; or
  - (iv) otherwise acting improperly or in bad faith.
- (b) Where:
  - (i) Seqwater forms the view that the Tenderer has not met the requirements of clause 4(a); or
  - (ii) the Tenderer's acts or omissions, or those of a consortium member, might reasonably cause a perception by Seqwater or another person that the Tenderer may not have met the requirements of clause 4(a),  
  
the Tenderer's Tender Offer may or may not be considered further by Seqwater in its absolute discretion.

## **5. CONFLICTS OF INTEREST**

Any conflict of interest which a Tenderer may currently have (or which it foresees) it may have during the duration of this tender process or if awarded the Contract, is to be made clear to Seqwater at the time that the Tender Offer is submitted.

## **6. TENDERER'S CONDITIONS**

The Tenderer's conditions of tendering, contract or sale are excluded completely from forming part of the Tender Offer or the Contract except as expressly incorporated by Seqwater.

## **7. COSTS**

Seqwater is not liable to any Tenderer for any costs, losses or expenses incurred by that Tenderer in preparing, submitting or discussing a Tender Offer or otherwise relating to this ITT. All costs incurred by a Tenderer in preparing its Tender Offer are its responsibility.

## **8. ACKNOWLEDGEMENT AND RELEASE**

The Tenderer:

- (a) acknowledges that:
  - (i) the tender process described in this Section B is being conducted solely for the benefit of Seqwater;
  - (ii) neither Seqwater nor any Tenderer intends to create any contract or other relationship under which Seqwater is obliged to conduct the Process in any manner or at all (whether in accordance with the terms of Section B Part 2 or otherwise) and that there is, in fact, no such contract or other relationship in existence other than as comprised by the provisions expressly set out in this part "Binding Conditions of ITT";
  - (iii) there will be no procedural or substantive limitations upon the manner in which Seqwater may conduct (or discontinue) the Process, including (without limitation) in exercising any discretion, power or entitlement conferred upon Seqwater by the ITT; and
  - (iv) the Tenderer is participating in this tender process because the Tenderer considers that this represents a valuable commercial opportunity for the Tenderer;

- (b) releases Seqwater in respect of any claim which it might otherwise have against Seqwater (whether in contract, tort, under statute, in restitution or otherwise) in respect of any costs, expenses, losses or damages incurred or suffered as a result of or in connection with Seqwater conducting, or failing to conduct, the Process in any particular manner or at all;
- (c) acknowledges that Seqwater is conducting the tender process strictly on the basis of and in reliance on the acknowledgements and releases set out above; and
- (d) will indemnify Seqwater in respect of all claims, losses, damages, liabilities, costs and expenses of any kind suffered by or incurred directly or indirectly as a result of any breach of any acknowledgement or release given by the Tenderers under this clause 8.

## **9. PRIVACY**

Seqwater does not anticipate providing personal information to Tenderers during the tender process prior to entering a Contract. However, if Seqwater decides it is appropriate to provide any such information, Seqwater may require Tenderers to execute a further document relating to privacy of such information.

## **10. PUBLIC COMMUNICATIONS**

Seqwater shall be solely responsible for all communications with all media in respect of the tender process (including the evaluation process, all negotiations and awarding of the Contract(s)). If the Tenderer wishes to communicate with any section of the media or publish any information relating to the tender process in respect of any of these matters, it must first obtain the written consent of the Seqwater Representative.

## **11. IMPLIED TERMS**

To the extent permitted by law, any implied terms, conditions or warranties (whether implied by statute, general law or otherwise) are hereby excluded from this ITT and the tender process.

## **12. GOVERNING LAW AND JURISDICTION**

### **12.1 Governing law**

This ITT and the related process is governed by and must be construed according to the law applying in Queensland.

### **12.2 Jurisdiction**

Each party irrevocably:

- (a) submits to the non exclusive jurisdiction of the courts of Queensland, and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought at any time relating to this ITT; and
- (b) waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, if that venue falls within clause 12.2(a).

## SECTION B - PART 2 TENDER GUIDELINES

### 1. GLOSSARY

In this ITT, unless a contrary intention is apparent:

**Best and Final Offer** means the final offer offered by a Tenderer following a request from Seqwater for it to submit a 'best and final offer', in consideration of promoting competition and evaluating and selecting a successful Tenderer(s) from Tender Offers that are close in competition for successful selection and/or contract award;

**Clarification Closing Time** means the date and time (specified as such in clause 5 of the Introduction), prior to the Tender Closing Time and after which Seqwater is not required to provide a response to any clarification request.

**Conditions of Contract** means the terms and conditions in Section C.

**Contract** means the contract between Seqwater and the successful Tenderer(s) on the same or similar terms to the Conditions of Contract (Section C).

**Goods** means any goods described in the Specification within this ITT and the supply of which Seqwater is seeking tender offers in response to this ITT.

**GST Act** means A New Tax System (Goods and Services Tax) Act 1999 (Cth) and any related legislation imposing such tax, or legislation that is enacted to validate, recapture or recoup such tax;

**Intellectual Property Rights** means all intellectual property rights including current and future registered and unregistered rights in respect of copyright, designs, circuit layouts, trade marks, trade secrets, know-how, confidential information, patents, invention and discoveries and all other intellectual property as defined in article 2 of the convention establishing the World Intellectual Property Organisation 1967 whether existing in Australia or otherwise;

**ITT or Invitation** means this document and all of its Parts inviting Tenderers to offer to meet Seqwater's requirements by submitting a Tender Offer in accordance with the requirements of these General Conditions of the ITT;

**QBSA Act** means the Queensland Building Services Authority Act 1991 (Qld);

**Required Number of Tender Offers** means the number specified in clause 8 of the Introduction (Section A);

**Right to Information Act or RTI Act** means the Right to Information Act 2009 (Qld);

**Seqwater Representative** means Seqwater's officer, employee or representative specified in clause 12 of the Introduction or such other person as Seqwater may from time to time determine;

**Services** means any services (including any Goods to be provided within those services) described in this ITT (at Section A, Part 1) and the supply of which Seqwater is seeking tender offers in response to this ITT.

**Tender Box** means the tender box specified in clause 5.2 of these General Conditions of ITT;

**Tender Closing Time** means the date and time specified as such in clause 9 of the Introduction (Section A);

**Tender Reference** means the Seqwater reference to the current Tender noted in clause 3 of the Introduction (Section A);

**Tender Schedules** means the attachments to these General Conditions of ITT contained within Part B of the ITT and which must be completed in accordance with these General Conditions of ITT and the Binding Conditions of ITT;

**Tender Offer** means the offer submitted by the Tenderer in response to this ITT;

**Tenderer** means a person, partnership or any other body (whether corporate or otherwise) that submits a Tender Offer in accordance with this ITT;

**Validity Period** means the period of time during which the Tender Offer is valid and open for Seqwater to accept.

## 2. TENDER GUIDELINES NON-BINDING

This Section B – Part 2 contains guidelines and information to assist potential Tenderers in deciding whether or not to respond to this ITT and participate in the tender process. It is not intended to create or evidence any legal or equitable obligations or any binding relationship between Seqwater and Tenderers.

## 3. INVITATION TO TENDER

### 3.1 Requests for clarification/further information

- (a) Prior to the Tender Closing Time and submitting its Tender Offer, a Tenderer may make a request in writing to the Seqwater Representative to provide clarification or additional information about the ITT.
- (b) Seqwater may, in its absolute discretion, decline to respond to a request, respond to a request by issuing a response to all Tenderers or respond only to the Tenderer who made the request. Where Seqwater issues a response to all Tenderers, Seqwater will remove the requesting Tenderer's name before issuing the response to Tenderers, but is not otherwise required to keep the request confidential.
- (c) Seqwater is not responsible for any oral advice given to a Tenderer.
- (d) If any Tenderer locates any error or omission in the ITT or has any doubt as to the meaning of any part of the ITT, the Tenderer must seek clarification as described in this clause.
- (e) If, in submitting a Tender Offer, the Tenderer is still unclear about the meaning of any part of the ITT, having requested clarification from Seqwater, the Tenderer may include a statement of the Tenderer's interpretation of that part of the ITT and Seqwater may take this statement into account when considering the Tender Offer.
- (f) Submission of a Tender Offer without any qualification or statement regarding interpretation will be construed as an acknowledgement and acceptance on the part of the Tenderer of Seqwater's interpretation.
- (g) Seqwater is not liable for any costs or compensation, nor will it be required to grant the Tenderer an extension of time, as a result of any additional information which Seqwater may, in its absolute discretion, provide under this provision.

### 3.2 Industry Briefing/Site Visit

- (a) Seqwater may, at its sole and absolute discretion, conduct an Industry Briefing and/or Site Visit prior to the Tender Closing Time for this ITT. Industry Briefing and/or Site Visit details will be made available to prospective Tenderers. It is not the intention of Seqwater to provide any information at the briefing that might give a particular prospective Tenderer any advantage over a competitor.
- (b) Should a Tenderer consider it necessary to undertake any site inspections or additional site investigations of its own, including any sub-surface investigations, prior approval must be obtained from Seqwater. No reliance shall be made on Seqwater granting such approval, which may be conditional.

### 3.3 Alterations to ITT or process

- (a) Seqwater reserves the right to vary this ITT at any time prior to awarding a Contract. If the ITT is varied, the alteration will be made available as appropriate (which may include additional components or replacements of relevant components). Seqwater also reserves the right to extend, suspend, terminate or otherwise vary the tender process at any time.
- (b) Seqwater will provide any updates or amendments to Tenderers in the form of an Addendum or Notice to Tenderers issued through the Queensland Government eTendering Website (<https://secure.publicworks.qld.gov.au/etender/index.do>). Once the Site visit has been held, Seqwater will provide any updates or amendments by email, to the registered Tenderers who attended the site visit.

## 4. TENDER REQUIREMENTS

### 4.1 Validity Period of Tender Offer

- (a) Each Tender Offer is valid and irrevocable during the Validity Period which extends **one hundred and eighty (90) days** from the Tender Closing Time.
- (b) Where Seqwater seeks an extension of the Validity Period, a request in writing will be forwarded to the Tenderer. The Tenderer shall be required to respond in writing to extend the Validity Period. Failure to respond may result in the Tender Offer not being considered further.

### 4.2 Tender Offer Response Requirements

Tenderers must provide:

- (a) all information required by the Tender Schedules in the form requested; and
- (b) any other information required by this ITT.

The Tenderer must not simply refer to its marketing material in order to respond to this ITT. A specific response is required, with details provided by the Tenderer that are specific to this ITT. Seqwater requests that information supplied in a Tender Offer is restricted to the information and length indicated.

### 4.3 Format of Tender Offer

The Tender Offer shall be prepared in accordance with the following requirements:

- (a) **Price Basis** - Prices stated in the offer must be:
  - (i) in Australian currency;

- (ii) inclusive of all costs and expenses, insurance, imposts, rates and Government charges that are applicable, and not be subject to change as a result of any foreign currency movements; and
  - (iii) fixed for the Validity Period.
- (b) **Discounts** - Tenderers are asked to include particulars of any rebates or discounts, if any, deductible from the prices offered and how invoices will reflect the rebate or discount. Tenderers may propose different methods and/or formulas for pricing components.
- (c) **Language of Tender Offers** - The Tender Offer must be written in English. Any measurements used must be expressed in units legally recognised in Australia.

#### 4.4 Part Offers

Seqwater may reject a part offer.

#### 4.5 Alternative Offers

Provided that the Tenderer has submitted a conforming Tender Offer, an alternative offer may also be submitted.

Any alternative offer shall be accompanied by full details of the alternative, clearly state the points of departure and the reasons thereof, and include documented evidence of its ability to achieve the specified result, as well as the advantages of the alternative and any other requirements.

Any alternative offer may be rejected if not submitted in conjunction with a conforming Tender Offer. Unless accepted in writing by Seqwater, any alternative will not form part of the Contract.

#### 4.6 Joint Offers

Seqwater may reject a joint offer.

#### 4.7 Goods and Services Tax ("GST")

- (a) It is important that Tenderers note that in completing the pricing schedules of the ITT, each price, rate, fee or charge applicable to the tendered Good or Service is to be specified as exclusive of GST.
- (b) Tenderers should also note any requirements of the Contract in relation to the provision of valid tax invoices.

#### 4.8 Tenderers to inform Themselves

By responding to this ITT, a Tenderer will be deemed to have acknowledged and agreed that it has done so on the basis that it has:

- (a) the necessary skills, knowledge and experience to provide the Services sought;
- (b) in preparing its Tender Offer it has:
  - (i) fully examined this ITT (including all documents the ITT refers to) and any other information made available by Seqwater to Tenderers for the purpose of this ITT; and
  - (ii) made its own reasonable enquiries to fully inform itself of all the risks, contingencies and other circumstances which may impact on the Tender

Offer and the proper performance of the successful Tenderer's obligations under the Contract; and

- (iii) not relied upon any warranty or representation (whether oral or in writing or by conduct) made by or on behalf of Seqwater; and
- (c) satisfied itself as to the accuracy and sufficiency of the Tender Offer (including the tendered prices) to achieve the due and proper performance and completion of the successful Tenderer's obligations under the Contract.

## **5. LODGEMENT OF TENDER OFFERS**

### **5.1 Tender Closing Time**

Tender Offers shall be lodged on or before the Tender Closing Time. Seqwater reserves the right to extend the Tender Closing Time.

### **5.2 Method of Lodgement of Tender Offer**

The Tender Offer shall comprise:

- (a) Section D, Part 1 Non Pricing Tender Schedules completed in full; and
- (b) Section D, Part 2 Pricing Tender Schedules completed in full, submitted electronically via the Queensland Government Marketplace QTender system clearly labelled Pricing Schedule, with the name of Tender, Tender reference and Company name.
- (c) The **full** Tender offer, Schedule D (Part 1 and Part 2, with Part 2 submitted electronically via the Queensland Government Marketplace QTender system clearly labelled Pricing Schedule, with the name of Tender, Tender reference and Company name.

**NOTE:** Tender Offers that are not clearly marked as above may be rejected from further consideration at the sole and absolute discretion of Seqwater.

### **5.3 Number of Tender Offer Copies**

- (a) *Not Required*
- (b) *Not Required*

### **5.4 Non-conforming Tender Offers**

Any Tender Offer:

- (a) lodged or received by Seqwater after the Tender Closing Time;
- (b) which does not conform in every respect with the requirements of this ITT; or
- (c) which is incomplete,

may or may not be considered by Seqwater in its absolute discretion.

### **5.5 Effect of Tender Offer**

Lodgement of a Tender Offer in the manner specified in the ITT will constitute an offer by the Tenderer to supply the Goods or Services for the price stated in the Tender Offer, subject only to the execution of a formal Contract.

## 6. INITIAL TENDER OFFER REVIEW

### 6.1 Opening of Tender Offers

For security and safety reasons Tender Offers will not be opened publicly. Company names and business details of Tender Offers received shall be recorded at the time of opening.

### 6.2 Non-conforming Tender Offers

Any Tender Offer which does not comply with the full requirements of this ITT may be classified as non-conforming and may be excluded from further consideration. The decision as to whether a Tender Offer is non-conforming or not and whether a non-conforming Tender Offer is to be accepted or excluded from further consideration, are matters that shall be determined at Seqwater's sole and absolute discretion.

### 6.3 Errors in Tender Offers

- (a) Seqwater may exclude from consideration, any Tender Offer in which prices are not clearly and legibly stated.
- (b) If a Tenderer becomes aware of any discrepancy, error or omission in its Tender Offer and wishes to lodge a correction or additional information to their Tender Offer, it may **only** do so if:
  - (i) the correction or additional information is provided to Seqwater without undue delay;
  - (ii) the correction or additional information is provided to Seqwater in writing and is signed by the Tenderer; and
  - (iii) Seqwater agrees to the provision of such correction or additional information.

### 6.4 Clarification of Tender Offers

At any stage during the evaluation phase, Seqwater may request:

- (a) clarification of any Tender Offer in respect of specific issues contained in that Tender Offer; and/or
- (b) additional information in writing; and/or
- (c) an interview with the Tenderer (including but not limited to a presentation by the Tenderer); and/or
- (d) a site visit/inspection to the Tenderer's proposed facility to examine the capability of the products and/or Service being proposed.

Where requested to clarify any matter contained in the Tender Offer or to provide additional information, Tenderers shall provide such clarification and/or information in writing by the time, and directed to the place, stipulated by Seqwater. Failure to comply with any such request may result in the Tender Offer being excluded from further consideration, at Seqwater's sole and absolute discretion.

In the event that any clarification, additional information, interview (including a presentation) or site inspection is requested from a Tenderer by Seqwater, the Tenderer shall provide such clarification, additional information, interview (including a presentation) and site inspection at no cost to Seqwater whatsoever.



## 7. TENDER OFFER EVALUATION

### 7.1 Evaluation Criteria

Tenderers are advised that Seqwater's objective in evaluating Tender Offers is to secure the most advantageous offer and best value for money for Seqwater and not necessarily the lowest price.

The factors (**Evaluation Criteria**) to be taken into consideration by Seqwater in evaluating the Tender Offers and Tenderers include, but are not limited to, the following:

<b>EC 1</b>	<b>Experience and Personnel</b>  Provide evidence to demonstrate subject matter expertise in the relevant field depth of capability.
<b>EC 2</b>	<b>Services</b>  The ability to provide a range of training delivery services to Seqwater requirements to ensure best outcomes for our operations workforce, minimising time spent off the job.
<b>EC 3</b>	<b>Quality</b>  Demonstrate that the quality of learning materials are relevant, up to date, easy to understand and can be used as reference material for learners.
<b>EC 4</b>	<b>Administration</b>  Provide detail showing how you manage the administration processes surrounding the delivery of qualification programs including delivery, assessments, timeframes, monitoring and reporting.
<b>EC 5</b>	<b>Price</b>  Provide pricing structure to deliver relevant qualifications, and provide best value for money to Seqwater.

The Evaluation Criteria detailed above do not appear in any particular order of precedence or weighting.

### 7.2 Short Listing

#### Panel Interview

Following evaluation of the ITT, shortlisted Tenders will be invited to present a 20 minute training session on a unit of competency of their choice from the associated training package, to an interview panel, and answer questions from the panel to assess suitability against Seqwater requirements.

The person who is elected to present the 20 minute training session, must be the trainer allocated to Seqwater.

Seqwater may short list as part of the Tenderer evaluation process. Any such shortlist process:

- (a) shall be based on the Evaluation Criteria; and/or
- (b) may be taken in conjunction with a Best and Final Offer process; and/or
- (c) may involve negotiating a Contract with one (1) or more Tenderers.

### **7.3 Further information requested by Seqwater**

Seqwater may, in its absolute discretion and at any time:

- (a) request clarification or additional information orally or in writing from a Tenderer;
- (b) require any oral advice given by a Tenderer pursuant to clause 7.3(a) to be confirmed in writing; or
- (c) request a Tenderer to attend a meeting with Seqwater.

If Seqwater requests a Tenderer to attend a meeting pursuant to clause 7.3(c), the Tenderer must be represented at the meeting by an officer(s) who is authorised to make decisions on behalf of the Tenderer and who has knowledge of all technical, financial and contractual details of the Tenderer and its Tender Offer.

Tender Offers will be deemed to include any information provided pursuant to this clause 7.3.

### **7.4 Enquiries Regarding Tenderers' Suitability**

Seqwater reserves the right at its sole and absolute discretion to make enquiries of any person, company or organisation to ascertain the suitability of the Tender Offer and the Tenderer.

This may include, but is not limited to, the confirmation of any information by conducting reference/referee checks with referees as provided in the Tender Offer.

Additionally, Seqwater may conduct a financial background check and current credit checks on any and all Tenderers.

Seqwater may conduct reference/referee checks and financial background checks at its sole and absolute discretion as part of the tender process. Failure of a Tenderer to successfully satisfy Seqwater's referee/reference checks and financial background checks may result in the Tenderer's Tender Offer being excluded from further consideration in the evaluation process, at Seqwater's sole and absolute discretion.

### **7.5 Changes to Tender Offers**

If a Tenderer seeks to change its Tender, other than at Seqwater's request or with Seqwater's consent, Seqwater may elect, in its absolute discretion, to exclude the Tender Offer from further consideration.

## **8. AWARD**

### **8.1 Contract**

- (a) Seqwater's requirements for the Contract are set out in Section C of the ITT.
- (b) Should a Tenderer propose alternative or modified contractual terms as part of its Tender Offer, that particular Tender Offer may be considered by Seqwater at its sole and absolute discretion as an alternative offer.

### **8.2 Negotiations**

Seqwater may negotiate with more than one Tenderer. Seqwater may terminate or suspend discussions with a Tenderer at any time and may nominate alternative or additional Tenderers with whom to negotiate at any time.

### **8.3 Acceptance of Tender Offer**

The final decision whether or not to select a Tenderer will remain with Seqwater in its sole and absolute discretion. Seqwater may in its absolute discretion:

- (a) decide not to accept the lowest priced Tender Offer or any of the Tender Offers; or
- (b) accept one Tender (or part of a Tender), or more than one Tender (or parts of Tenders), for the whole or any portion of its requirements; or
- (c) decide not to proceed with the ITT; or
- (d) enter into a similar transaction with another party not involved in the tender process.

### **8.4 Seqwater not bound until formal contract executed**

Seqwater expressly declares that this ITT is an invitation to treat only and Seqwater will not be bound to accept the provision of any Goods or Services tendered by any Tenderer unless and until it has executed formal agreements with the successful Tenderer.

### **8.5 Notification**

After the award of any Contract related to this ITT, all Tenderers will be notified that the tender process has concluded. Should any unsuccessful Tenderer wish to obtain further information regarding the tender process, it may do so through a written request addressed to the Seqwater Representative. Seqwater may, but is not required to, provide reasons to unsuccessful Tenderers.

## **9. LEGISLATIVE REQUIREMENTS AND SEQWATER POLICIES AND PROCEDURES**

All Tenderers and goods and/or services offered by a Tenderer, unless otherwise specified, must comply with all applicable Legislative Requirements including all relevant WH&S laws and Seqwater's safety and security policies, procedures and requirements and other policies and procedures as notified by Seqwater to the Tenderer which are in any way applicable to the tender process or any resulting Contract.

## **10. COMPLAINTS MECHANISM**

Any complaint about the ITT or the ITT process must be submitted to Seqwater's Representative in writing immediately upon the cause of the complaint arising or becoming known to the Tenderer. The written complaint statement must set out:

- (a) the basis for the complaint (specifying the issues involved);
- (b) how the subject of the complaint (and the specific issues) affect the person or organisation making the complaint;
- (c) any relevant background information; and
- (d) the outcome desired by the person or organisation making the complaint.

## **11. OBLIGATIONS OF DISCLOSURE**

- (a) The *Right to Information Act 2009* (RTI Act) provides members of the public with a legally enforceable right to access documents held by Queensland Government agencies.
- (b) The RTI Act requires that documents be disclosed upon request, unless there are valid grounds under the RTI Act for non-disclosure.

- (c) Information contained in a Tender Offer is potentially subject to disclosure to third parties under the RTI Act.
- (d) If disclosure under the RTI Act, and/or general disclosure of its offer or part thereof, would be of substantial concern to a Tenderer, because it would disclose trade secrets, information of commercial value, the purpose or results of research or other information of a confidential nature, this should be indicated in the Tender Offer and marked "Commercial-in-Confidence". Seqwater cannot guarantee that any information provided by the Tenderer, including information that is identified by the Tenderer in the Tender Offer, will be protected from disclosure under the RTI Act.
- (e) Despite any other provision of the ITT, Seqwater is entitled to publish on the Queensland Department of Housing and Public Works 'QTenders' website: <https://secure.publicworks.qld.gov.au/etender/contract/list> or by any other means, the following details:
  - (i) name and address of Seqwater;
  - (ii) a description of the goods and/or services;
  - (iii) commencement date or award date;
  - (iv) value of the contract;
  - (v) name and address of the successful Tenderer;
  - (vi) procurement method used; and
  - (vii) where the total value of the goods and/or services is \$10 million or more, Seqwater is entitled to publish the following additional information:
    - A. invitation details;
    - B. contract overview; and
    - C. reasons for non-disclosure of procurement results (if applicable).