



Contract No. NPARC\_BLD\_325POIPOI\_2025\_T

Community Housing Project – 325 Poi Poi Str

**Northern Peninsula Area Regional Council**

## **Offer Information**

Version: 2.0  
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## Table of Contents

1	Preamble .....	3
1.1	Entire Agreement .....	3
1.2	Interpretation .....	3
2	Scope of Works .....	3
2.1	Project Information .....	3
2.2	Works under Contract .....	3
3	Offer Submission Information .....	5
3.1	Place of Lodgement .....	5
3.2	Offer Lodgement Requirements .....	5
3.3	Site Inspection and Briefing Meeting .....	6
3.4	The Principal's Contact Person .....	6
3.5	Timeframe Milestones .....	6
4	Offer Evaluation and Selection .....	6
4.1	General .....	6
4.2	Hurdle Criteria .....	7
4.3	Evaluation Criteria .....	7
4.4	Post Offer Submissions .....	8
4.5	Post Offer Negotiations .....	8
4.6	Council's Right to Invite Tenderers to Change their Offer .....	8
4.7	Offer Validity Period .....	8

## 1 PREAMBLE

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In submitting a tender in response to this Invitation to Offer, Tenderers must:

- Have a firm intention to proceed with the supply of the subject of this Invitation; and
- Not engage in any form of collusive practice.

### 1.1 Entire Agreement

This Invitation to Offer contains the entire agreement between the parties concerning its subject matter and supersedes all prior agreements and understandings between the parties in connection with that subject matter.

### 1.2 Interpretation

References to Client, Principal, Northern Peninsula Area Regional Council or Council in the Documents refers to the same entity.

References to Tenderer, Consultant, Consultancy or Contractor in the Documents refers to the same entity.

## 2 SCOPE OF WORKS

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### 2.1 Project Information

The Queensland Government and Australian Government commit funds to addressing housing needs in remote Indigenous communities. This allocation has resulted in funding for the Northern Peninsula Area Regional Council, which must be applied to increase the supply of housing in the community through lot development, new construction, or extensions of existing dwellings.

The State agrees to provide funding to the Council as a contribution towards the cost of works to increase the supply of housing, under the terms of this Agreement. The funding is outlined in one or more Funding Agreements.

Through this Invitation to Offer Council's seeks to build a new dwelling at 325 Poi Poi Street in Bamaga, community within the Northern Peninsula Area (NPA).

### 2.2 Works under Contract

The Works under Contract (WUC) includes all labour, consumables, plant, equipment and appliances to perform all work associated with the construction activities in accordance with the Contract Documentation, including the Project Drawings and relevant Technical Specifications, Annexures and Standards.

This WUC includes, but is not limited to:

#### 2.2.1 Preliminary Activities

- The establishment / disestablishment / supply to site of all labour, plant, equipment, materials and consumables required to complete the Works in accordance with the Contract.
- The establishment / disestablishment of site facilities, survey and set-out and the erection of all temporary infrastructure, including security fencing.
- Allowance for site specific inductions and access requirements.
- Provision and implementation of such management plans and deliverables necessary to initiate the Works and manage the ongoing Works as detailed in the Contract Documentation, including all environmental controls.
- Protection of any adjacent Council or third-party property including all roads, structures and utilities during the construction and reinstatement of any damage.
- The Contractor is responsible for the cost of repairs to services damaged by the Contractor.
- All necessary signage including aftercare signage, as required.
- Provision of site services such as potable and non-potable water, power and communications.
- Carry out risk assessment and subsequent condition surveys for adjacent infrastructure where risk assessment deems necessary.
- All testing requirements as outlined in the relevant Technical Specifications and Standards.

- Provision of As-Constructed Information, Quality Assurance and Commissioning documentation and any other necessary handover information as requested within the Contract Documentation.
- Maintain all areas and those adjacent to the Works in a neat and tidy manner at all times and remove all construction waste.
- Reinstatement and associated costs, of all areas affected by the Works to at least a like for like pre-works condition, including line marking.
- Appropriate and lawful disposal of all materials surplus to the Works, including any associated dump fees or other costs associated with the disposal of surplus materials.

### 2.2.2 Contractor Activities

The Contractor shall provide all construction services to deliver the entire scope of this project as a minimum the Contractor will have the following responsibilities:

- Project manage all services in order to deliver this project on time, and within budget
- Provide adequate resourcing to enable the efficient performance and co-ordination of the Contractor's services.
- Engage and manage all relevant sub-contractors for executing the project scope
- Produce all appropriate documentation to ensure compliance to all relevant standards and contract requirements
- Shall ensure compliance with Council regulations. If no specific regulations apply to the design, the Contractor shall adhere to FNQROC standards.
- Shall be responsible for all certification of completed works delivered under the contract.
- The water and sewer extension design drawings in Annexure A is provided for information only; this provides the Builder with information as to how these services are provided. The Contractor is responsible for supplying and installing the pressure sewer unit from the Boundary Kit. Refer to 7a. *CHP 325 Poi Poi St\_Returnable Price Schedule*, Item No's 28.1, and 28.2 for the relevant drawings for this work.

### 2.2.3 Indigenous Economic Opportunities Plan (IEOP)

The Indigenous Economic Opportunity Plan (IEOP) is designed to maximise local employment, training and business supply opportunities for Aboriginal and Torres Strait Islander Queenslanders in the eligible building and construction projects. The IEO Plan sets minimum agreed outcomes and provides flexibility to maximise economic opportunities for local communities.

Tenderers must submit a draft IEOP as part of their bid. Submission of the IEOP is compulsory Failure to provide a compliant IEOP will result in the bid being deemed non-conforming and may not be considered.

IEOP will form part of the formal instrument of agreement.

The process for negotiating the IEOP will be as follows:

<b>Tender submission</b>	<p>A draft IEOP must be submitted as a standalone document in PDF format as part of tenderers bid.</p> <p>The draft IEOP must be structured in accordance with the IEOP Submission Template provided in the tender documentation. Refer to <i>Appendix G - Remote Discrete IEOP Template</i></p>
<b>Close of Tender – Post-Tender Negotiations and the Indigenous Economic Opportunities (IEO)Plan</b>	<p>The Principal leads preferred tenderer negotiations which include forming agreement on the IEO Plan between the Council Executive (Mayor and/or CEO), the preferred tenderer(s) and the Principal.</p> <p>The preferred tenderer(s) develops and finalises the IEO Plan (IEOP) with the Principal. The agreed IEOP is signed off by the Principal and the Contractor prior to the awarding of the contract.</p>

<b>Tender awarded</b>	The signed IEOP forms part of the contract with the successful Contractor.
<b>Monitoring IEO Plan</b>	Through the project, the contractor update the Principal with the progress against the agreed IEOP; and work to resolve any issues.

#### 2.2.4 Local Content Spend

The Local Content is a key component in ensuring that building and construction projects deliver tangible economic benefits to local businesses, suppliers, and the workforce. The Local Content Spend sets out specific commitments to maximising local engagement and fostering regional economic development.

Tenderers must clearly outline their Local Content engagement strategy and achievable commitment spend in their schedule of rates as part of their tender submission. This should include proposed expenditure on local suppliers and subcontractors.

The Local Content Spend will form a mandatory part of the contract deliverables. Contractors will be required to:

- Submit monthly reports detailing progress on local content commitments.
- Ongoing review and compliance audits to ensure commitments are met.
- Council expects over 50% local employment and a high use of locally owned Indigenous suppliers in compliance with the IEOP detailed in item 2.2.3 of this document.

#### 2.2.5 Site Conditions

Note that road access to the Northern Peninsula Area (NPA) is cut off during the wet season. During this period, both the transportation of goods and travel of project personnel to the project site can only be achieved via either air or sea modes of transportation. It is the responsibility of the contractor to adequately plan, and program works onsite to incorporate this period into the master construction program.

The wet season generally commences in late November and may last until the end of April. This constraint presents a huge challenge for construction activities. Historical weather data for the region is available: <http://www.bom.gov.au/>.

#### 2.2.6 Project Specific Activities

For project specific activities please refer to the Principal's specification titled *NPARC Community Housing Project – Specification*, Including supporting documentation and appendices.

#### 2.2.7 Exclusions

The WUC excludes any provision for the Portable Long Service Levy.

### 3 OFFER SUBMISSION INFORMATION

#### 3.1 Place of Lodgement

Offers are to be submitted via email ([sophia.siqueira@lackon.com.au](mailto:sophia.siqueira@lackon.com.au)) no later than 2.00pm AEST Friday, 18 April 2024. Tenderers are to ensure they allow adequate time to email their submission.

#### 3.2 Offer Lodgement Requirements

The Principal will only consider Offers from suitably experienced Tenderers that can demonstrate by recent projects (within the last 5 years), capacity of carrying out the Works under Contract.

Tenderers are to note; the completion and inclusion of the Returnable Schedules and associated appendices is considered mandatory in submitting a conforming Offer. Tenderers who fail to submit any of the Returnable

Schedules or associated appendices with their Offer, shall be considered to have made a non-conforming submission.

Tenderers who fail to submit their Offer in accordance with the nominated time and place under section 3.1 above shall be considered to have made a non-conforming submission.

The Tenderer shall provide documentary evidence to prove they have the necessary competence, experience, resources, industrial relations, quality, environmental and safety management systems and financial capacity to carry out all aspects of the Works.

### 3.3 Site Inspection and Briefing Meeting

An optional site briefing meeting will be held for this Invitation to Offer. Should Tenderers wish to participate, please register interest no later than 2.00pm AEST Friday, 21 March 2025 with [sophia.siqueira@lackon.com.au](mailto:sophia.siqueira@lackon.com.au). The site briefing will be held at **325 Poi Poi Street Bamaga, 2.00pm AEST Wednesday, 26 March 2025**.

By making a submission under this Contract, Tenderers are deemed to have inspected the site and made due allowance for site conditions and risks associated with the Works under Contract in accordance with Clause 1.2.1(e) of the Supplementary Conditions of Contract.

### 3.4 The Principal's Contact Person

Enquiries regarding this ITO shall be via email to [sophia.siqueira@lackon.com.au](mailto:sophia.siqueira@lackon.com.au) no later than 4.00pm AEST Friday, 11 April 2025.

### 3.5 Timeframe Milestones

The key program dates are proposed as follows (indicative and subject to change):

Tender Release to Market	14 March 2025
Optional Site Briefing	26 March 2025
Last Time for Enquiries	11 April 2025
Invitation to Offer Closes	18 April 2025
Principal Contractor Selected and Appointed	29 May 2025
Practical Completion	05 March 2026

Tenderers should submit their proposed delivery program and methodology to allow for assessment against the Demonstrated understanding of the Works under Contract evaluation criteria. If the Contractor's schedule allows for an earlier or later completion of the WUC, then Tenderers should clearly specify their preferred milestone dates within their Offer. The assessment of this criteria will be made against the provided program, methodology and resource allocation for what the Principal believes is realistic and achievable.

## 4 OFFER EVALUATION AND SELECTION

### 4.1 General

Evaluation, negotiation and selection of Offers shall be in accordance with the requirements of AS4120-1994, Code of Tendering. The Principal is not bound to accept the lowest, or any Offer. The successful Tenderer shall be notified in writing to all Tenderers.

Evaluation of Offers will involve 3 stages:

1. **Conformance Check:** a review to determine whether the Tenderer has submitted a conforming Offer in accordance with Clause 1.1 of the Conditions of Offer;

2. **Hurdle Criteria:** To be considered for selection, a Tenderer is expected to satisfy all of the Hurdle Criteria set out in section 4.2 below. Council reserves the right to waive any aspect of the Hurdle Criteria at its sole and absolute discretion; and
3. **Evaluation Criteria:** Subject to meeting the Hurdle Criteria to the satisfaction of Council and submission of a conforming Offer, Tenderers will be evaluated against the Evaluation Criteria set out in section 4.3 below. Also shown in section 4.3 is the weightings that will be used for this evaluation.

## 4.2 Hurdle Criteria

### 4.2.1 Hurdle 1 – Project History

The Tenderer has experience in successfully delivering projects of similar scope and/or similar value (minimum 1 project). This may be demonstrated by the Tenderer's experience, Key Personnel experience and or their major Subcontractor(s) experience.

### 4.2.2 Hurdle 2 – Management Systems

The Tenderer's Management Systems are independently certified and/or proven on previous projects delivered for Northern Peninsula Area Regional Council.

### 4.2.3 Hurdle 3 – Compliant Indigenous Employment Opportunity Plan (IEOP)

The Tender is to submit a draft IEOP. The preferred tenderer will be required to work with the Principal to finalise a compliant IEOP.

## 4.3 Evaluation Criteria

The Evaluation Criteria shall be:

Financial Evaluation Criteria and relative overall weightings		
<b>Financial Score</b>	Assessment based on Offer Price Evaluation for each Offer as determined from a financial analysis model	30%
Non-financial Evaluation Criteria and relative overall weightings (Mandatory Criteria)		
<b>Encouragement of the development of competitive local business and industry</b>	Assessment by the Evaluation Panel of the Tenderer's: <ul style="list-style-type: none"> <li>• Business depot in NPA</li> <li>• Local Content Spend</li> <li>• Creation of local employment opportunities.</li> <li>• Economic growth within the local area</li> <li>• Indigenous Economic Opportunities Plan (IEOP)</li> </ul>	40%
<b>Demonstrated understanding of the Works under Contract</b>	Assessment by the Evaluation Panel of the Tenderer's: <ul style="list-style-type: none"> <li>• Demonstrated understanding of the project and its challenges</li> <li>• Delivery Methodology, including:               <ul style="list-style-type: none"> <li>○ On-site and off-site activities</li> <li>○ Protection of incomplete works</li> <li>○ Management of the Site</li> </ul> </li> <li>• Delivery Program</li> <li>• Resource Allocation</li> <li>• Project Risk (mitigation of project risks, claims history, positive project opportunities identified, previous contractual relationship with NPARC)</li> </ul>	30%

#### **4.4 Post Offer Submissions**

The Principal may call for Post Offer Submissions from some or all Tenderers in order to assist with the evaluation. Such submissions will be confidential between the Principal and Tenderer. The call for such submissions will not bind the Principal to proceed to accept an Offer.

#### **4.5 Post Offer Negotiations**

The Principal may enter into negotiation with a Preferred Tenderer or a number of candidate Tenderers. Such negotiations will be confidential between the Principal and Tenderer and will be conducted in accordance with guidelines set out in AS4120-1994. The undertaking of negotiations will not bind the Principal to proceed to accept an Offer.

#### **4.6 Council's Right to Invite Tenderers to Change their Offer**

Council reserves the right to invite Tenderers to change their Offer (Tender) in accordance with the Local Government Act 2009 and Section 228 (7) of the Local Government Regulation 2012.

#### **4.7 Offer Validity Period**

Any Offer lodged remains valid and binding upon the Tenderer for a period of 90 Business Days from the Closing Time and then remains available for acceptance until withdrawn by the Tenderer or Council concludes the procurement process.