

Gladstone Area Water Board

ABN 88 409 667 181

Invitation for Expressions of Interest

Part A – EOI Conditions

Agistments (Alpen & Wooderson)

(For Respondent Information Only)

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Part A Overview

1. Invitation

Expressions of interest (EOI) are invited from qualified and experienced parties for the agistment of Livestock on the following properties:

- Agistment A: Alpen
- Agistment B: Wooderson

The two (2) agistments are located within the Lake Awoonga Catchment, in the Gladstone Regional Council local government area.

These opportunities will be advertised via relevant publications and social media channels.

2. Purpose of the EOI

The purpose of this EOI is to:

- Identify suitable agistees for each property
- Assess capability, experience and proposed stocking approach
- Confirm acceptance of commercial terms
- Shortlist respondents for agreement execution

2.1. Agistment Details

2.1.1. Alpen

Lot Description:	Lot 1 on SP285158, Lot 2 on SP285158
Location:	'Alpen' comprises of narrow leaved ironbark ridges and woodland typical of the Boyne River district. The centre of the agistment is approximately 23km from Calliope via Gladstone-Monto Road.
Total Area:	1146 Hectares
Maximum Stocking Capacity:	95

2.1.2. Wooderson

Lot Description:	Lot 101 on SP301591
Location:	'Wooderson' comprises of narrow leaved ironbark ridges and woodland falling to blue gum flats typical of the Boyne River area. The centre of the agistment is approximately 23km from Calliope via Gladstone-Monto Road and Marsh Road.
Total Area:	1125 Hectares
Maximum Stocking Capacity:	80

3. Commercial Terms

3.1. Alpen

Agistment Fee Per Annum (excl. GST):	\$16,549.00
GST:	\$1,654.90
Agistment Fee Per Annum (Incl. GST)	\$18,203.90

3.2. Wooderson

Agistment Fee Per Annum (excl. GST):	\$12,896.00
GST:	\$1,289.60
Agistment Fee Per Annum (Incl. GST)	\$14,185.60

3.3. Agistment Mapping and Description

Figure 1: Satellite Map – Alpen

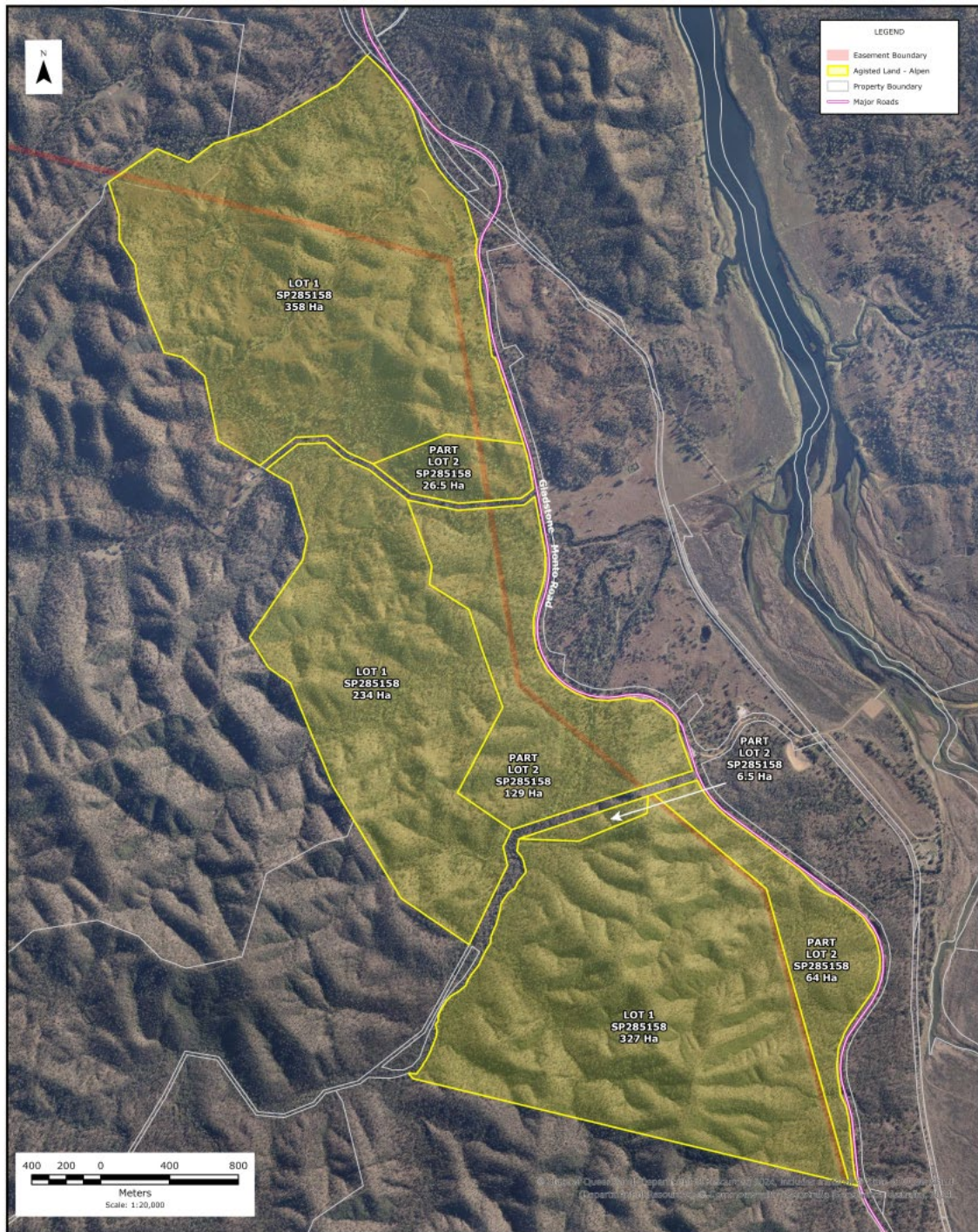
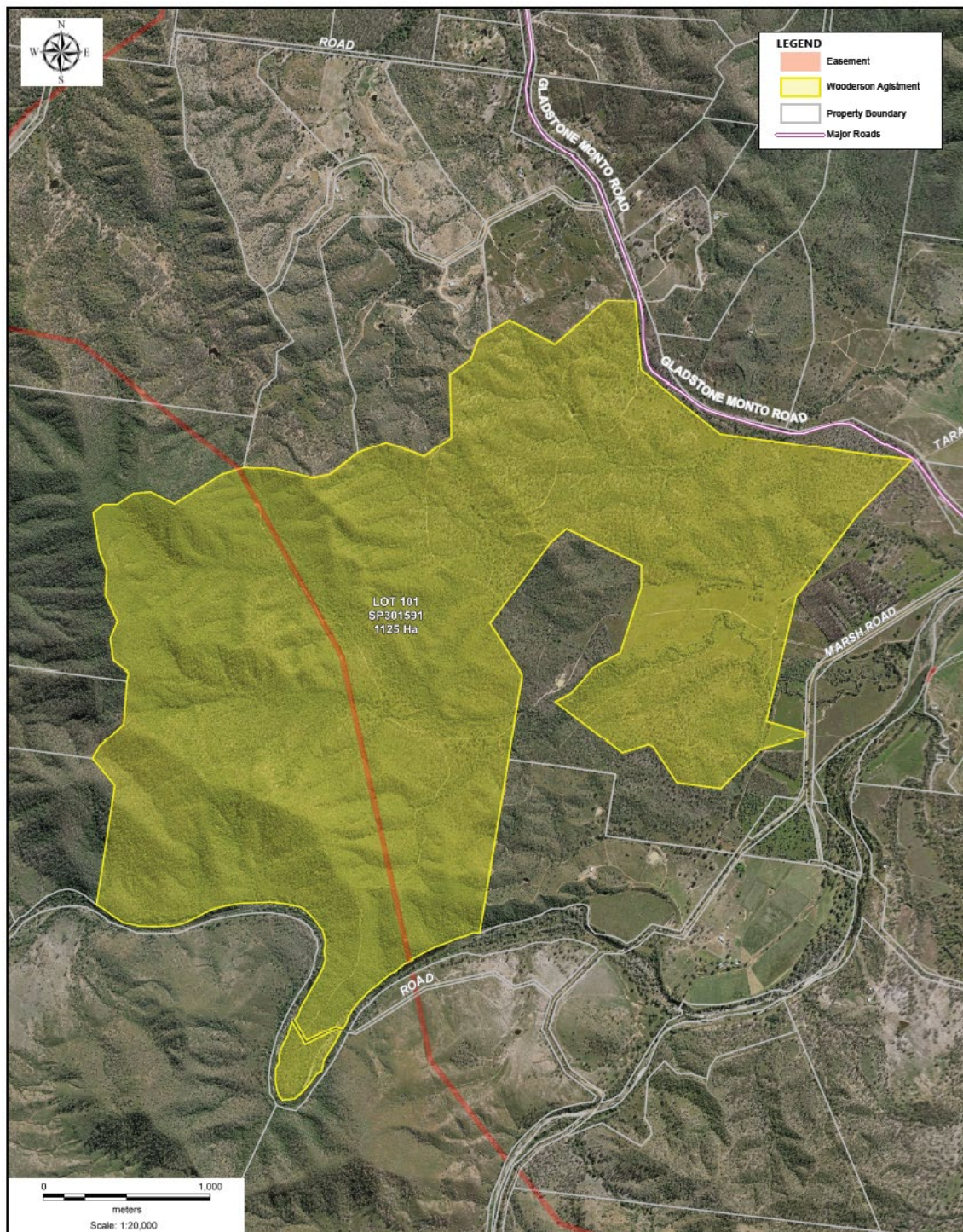


Figure 2: Satellite Map – Wooderson

3.4. General Property Description

The agistment areas comprise a mix of ironbark ridges, woodland and alluvial flats typical of the Boyne River catchment. Seasonal conditions, pasture variability and environmental sensitivities may apply.

Specific infrastructure and/or improvements per agistment are:

- **Alpen** – Boundary fenced with some internal fencing. Set of timber yards, two (2) dams, bore and two (2) troughs.
- **Wooderson** – Boundary fenced, two (2) dams and one (1) trough.

3.5. Term and Agreement

- The successful respondent(s) shall enter into an Agistment Agreement for a term of two (2) years with possible extension (at the sole discretion of GAWB);
- A draft Agistment Agreement (including Agistment Management Strategy requirements) is provided with this EOI; and
- Respondent(s) must confirm they can comply with all Agreement conditions.

4. Scope of Agistment

The Respondent (“Agistee”) will be responsible for:

1. Grazing Livestock in accordance with approved stocking limits;
2. Complying with the Agistment Management Strategy;
3. Maintaining land condition and pasture sustainability;
4. Ensuring Livestock welfare and compliance with all applicable Laws; and
5. Managing stock movements and reporting as required.

5. Submission Requirements

Refer to Part B EOI Submission

6. Evaluation Criteria

Criteria	Weighting
How the Respondent will manage the Agistee Contribution of the Agistment Management Strategy provided	20%
Demonstrated land management practices including but not exclusive to weed management and type of equipment used	20%
Grazing experience (particularly within the Gladstone Local Government Area)	20%
Demonstrated financial capacity to stock and maintain the Agistment	20%
Demonstrated ability to integrate Livestock (from GAWB Agistment) to other land/grazing operations to allow for rotation of Livestock or transfer/reduce Livestock quantity, as required	20%

7. Additional Information

- Respondent(s) may be invited to further discussions or clarification
- GAWB reserves the right to inspect Respondent(s) existing operations as part of the evaluation and/or validation of the Respondent(s) EOI submission
- Respondent(s) may be required to provide land parcel details of current grazing activities in addition to what is required as a minimum in Part B – EOI Submission

8. EOI Conditions

8.1. Definitions and Interpretation

8.2. Definitions

In this Invitation, unless the context otherwise requires, the following definitions apply:

Address for Lodgement is the address identified at Item 1 of Part B – EOI Submission, at which Applicants must lodge their EOI;

Agistment Agreement means the proposed agreement provided for the agistment of Livestock;

Business Day means any day other than:

- (a) a Saturday and Sunday;
- (b) a gazetted public holiday in Gladstone;
- (c) 22 to 24 December inclusive;
- (d) 27 to 31 December inclusive; and
- (e) 1 to 10 January inclusive.

Closing Date means the date and time, as identified at Item 1 of Part B – EOI Submission, by which the Respondent are to lodge their EOI, as varied by GAWB in accordance with Clause 14.2;

EOI means the response to this Invitation submitted by a Respondent to GAWB;

Evaluation Criteria means the assessment criteria identified at Item 6 of Part A – EOI Conditions;

GAWB means Gladstone Area Water Board (ABN 88 409 667 181);

Invitation means this document;

Invitation Documents means:

- (a) Part A – EOI Conditions;
- (b) Part B – EOI Submission;
- (c) Part C – Agistment Agreement example;
- (d) the other information required from the Respondent in Part B – EOI Submission; and
- (e) any amendments or additions to Part A or Part B of this EOI provided to a Respondent as an addendum in accordance with this EOI;

Livestock means cattle owned by the Respondent;

Persona/Information has the meaning given to it in the *Privacy Act*;

Privacy Act means the *Privacy Act 1988* (Cth);

Related Body Corporate has the meaning given to it in the *Corporations Act 2001* (Cth);

Respondent means any person or company who has lodged or at any time proposes to lodge an EOI in response to this Invitation.

8.3. Interpretation

The following rules apply unless the context requires otherwise:

- the singular includes the plural, and the converse also applies;
- a gender includes all genders;
- if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- if a party comprises more than one person, each of them is referred to separately and each is bound severally and any two or more of them are bound jointly;
- headings are for convenience only and shall not affect interpretation;

- a reference to writing includes any method of representing or reproducing words, figures, drawings or symbols in a visible and tangible form;
- a reference to conduct includes an omission, statement or undertaking, whether or not in writing;
- a reference to dollars AUD\$ is to Australian currency;
- a reference to a person includes a corporation, trust, partnership, unincorporated body or other entity, whether or not it comprises a separate legal entity;
- all references to time are to Gladstone, Queensland time;
- mentioning anything after includes, including, for example, or similar expressions, does not limit what else might be included;
- correspondence and documentation connected with this EOI will be in English; and
- in drawings and technical documentation, the English language, as well as the metric system of measures and SI system, should be used.

8.4. GAWB's Consideration of EOIs

- (a) Subject to the terms of this EOI, GAWB shall consider any EOI which complies with and is lodged in accordance with Part B – EOI Submission.
- (b) GAWB may (in its discretion and without being under any obligation to do so) consider any non-conforming EOI.

8.5. GAWB's Obligations Limited

GAWB's obligations to any Respondent (including as to any aspect of the EOI process):

- (a) are limited to only those obligations expressly set out in this EOI; and
- (b) exclude (to the maximum extent permitted by law) any obligations which may otherwise be implied or imposed on GAWB under contract, at law, in equity, by statute or otherwise.

9. Applicant's Obligations

9.1. Documentation and Information

Every Respondent must:

- (a) not disclose or permit to be disclosed any GAWB supplied information in relation to this EOI, unless it is necessarily disclosed to and used by others for the purposes of assisting the Respondent to:
 - (i) conduct its due diligence enquiries of this EOI; or
 - (ii) prepare an EOI;
- (b) at its own cost and expense, satisfy itself as to all matters and things relevant to the Invitation Documents and Respondent's EOI including the correctness and sufficiency of the Invitation Documents, GAWB supplied Information and its EOI; and
- (c) by notice in writing to GAWB, advise GAWB of any error, discrepancy ambiguity, incompleteness, omission, inquiry or other issue arising in connection with the Invitation Documents immediately after the Respondent becomes aware of it.

The Respondent grants GAWB an irrevocable and royalty free licence to use any part of its EOI for any purpose in connection with the EOI process (including evaluating the EOI).

9.2. Legal and Ethical Obligations

Every Respondent must:

- (a) in preparing and lodging any EOI comply with all applicable laws and legal requirements;
- (b) without limiting paragraph (a):
 - (i) not engage in any collusive behaviour, anti-competitive conduct or any other similar conduct that contravenes any laws with any other Respondent or any other person in relation to the preparation or lodgement of any EOI.

- (ii) immediately notify GAWB, in writing, if at any time it becomes aware of any conflict of interest or any matter that may give rise to a conflict of interest and address such conflict of interest or matter, to the GAWB's satisfaction.

9.3. Enquiries

- (a) All enquiries and notifications in relation to this EOI process must be forwarded in writing (via email) to the EOI Contact. Without limitation, GAWB may (in its absolute discretion) exclude an EOI from further consideration where the Respondent directly contacts GAWB or any of its employees, consultants, agents or related entities to discuss any aspect of this EOI;
- (b) GAWB shall respond to the Respondent's enquiries in writing.
- (c) The Respondent must make all enquiries promptly, but in any case no later than two (2) Business Days before the Closing Date. GAWB may, at its discretion, choose to respond or not respond to any enquiries received from the Respondent after this time.

10. Costs

The Respondent must pay its own costs, expenses or other amounts or liabilities incurred arising from or in connection with the EOI or compliance with the Invitation Documents.

11. Submission and Lodgement of EOI

11.1. Lodgement of EOI

- (a) The Respondent shall lodge any EOI on or before the Closing Date.
- (b) EOIs received after the time specified in Part B, Item 1 (Closing Date) may not be accepted in GAWB's sole and absolute discretion.

11.2. Submission of EOI

EOIs must:

- (a) comply in all respects with the requirements set out in the Invitation Documents;
- (b) include the fully completed and duly signed Part B – Submission form and all other information, documentation and material required by the Invitation Documents; and
- (c) be in the name of the entity seeking interest in executing an Agistment Agreement.

11.3. Further Information Requested by GAWB

Each Respondent must at its own cost and expense, provide to GAWB any further information requested by GAWB in respect of the Respondent's EOI within the timeframe required by GAWB (or if GAWB does not specify a timeframe, promptly after receiving GAWB's request).

11.4. Addenda

Amendments or additions to the Invitation Documents (including in response to a Respondent's query) during the EOI period may be issued by GAWB to all Respondents in the form of an addendum to the Invitation Documents, and the instructions therein shall form part of the Invitation Documents.

GAWB may issue an addendum to the Invitation Documents up to and including two (2) Business Days from the Closing Date.

The Respondent will confirm receipt of the addenda by inserting the relevant details in the space provided in Part B – Submission form.

12. Changes in Circumstances

Respondents must advise the GAWB contact immediately in writing of any material change to the information contained in their EOI, including any substantial change in their ownership or their financial

or technical capacity. Copies of relevant documents must be submitted with the advice. For successful Respondents, this requirement applies until an Agistment Agreement is executed.

13. Outcome of EOI Process

The decision to pre-register a Respondent is at the sole discretion of the Principal. GAWB or any employee, officer, consultant or agent of the Principal, will not be liable for any costs or damages incurred by Respondents through exercising this discretion.

Respondents may be pre-registered even if their EOIs do not conform strictly to all requirements of this EOI. Note that pre-registering a Respondent does not constitute entering into an Agistment Agreement.

Respondents will be advised (in writing) of the outcome of their applications. Note that GAWB is not bound or required to give explanations or reasons for accepting or rejecting any EOI.

14. GAWB's Discretions

14.1. EOI Assessment

EOIs will be assessed by GAWB having regard to such factors as it considers appropriate in its absolute discretion, including the Evaluation Criteria listed at Item 6 of Part A – EOI Conditions.

14.2. Other Discretions

GAWB may in its absolute discretion (but is under no obligation to):

- (a) exercise any of its rights, powers or discretions set out in the Invitation Documents;
- (b) cancel, not proceed with or change the EOI process at any time by notice in writing to the Respondents;
- (c) carry out any other procurement process for the Agistments;
- (d) at any time prior to the Closing Date issue, to all Respondents, any addendum to the Invitation Documents (including by way of modification, clarification or in response to a Respondent's query);
- (e) vary the Closing Date and notify the Respondents accordingly;
- (f) consider, or refuse to consider, any EOI which:
 - (i) is lodged other than in accordance with this EOI;
 - (ii) is lodged after the Closing date;
 - (iii) does not conform strictly with the Invitation Documents in any respect; or
 - (iv) has been lodged by a Respondent who has not complied with the Invitation Documents;
- (g) in its evaluation and assessment of EOI:
 - (i) apply such criteria and weightings as the GAWB sees fit;
 - (ii) if GAWB considers any EOI to be ambiguous, erroneous or incomplete:
 - (A) consider, or refuse to consider, the EOI; or
 - (B) request further information from the Respondent, as GAWB sees fit;
 - (iii) not accept any EOI at all; or
 - (iv) disclose any part of the Respondent's EOI to any third party (who is bound to keep the same confidential);
- (h) decide to:
 - (i) accept a Respondent's EOI for;
 - (ii) suspend or not proceed with;
 - (iii) carry out itself; or
 - (iv) have any other person or persons (whether or not they were invited to submit or did submit an EOI) carry out,

all or any part of the Agistment Agreement;

- (i) at any time:
 - (i) seek additional EOIs (on the same or different terms) from any other person or company (whether or not they were invited to submit or did submit an EOI); or
 - (ii) invite any other person to participate as a Respondent in the EOI process,
- (j) at any time, pre-register, shortlist or enter into negotiations with any one or more persons or companies (whether or not they were invited to submit, or submitted, an EOI) in respect of all or any part of the Agistment Agreement EOI or otherwise; or
- (k) require changes to the EOI process (including timing or requirements of the process), the Invitation Documents or the Agistment Agreement before proceeding to engage any person or company in connection with this EOI.

15. Disclaimer

The issue of this EOI does not commit or otherwise oblige GAWB to proceed with any part or steps of the procurement process, and there will be no final and binding arrangement for carrying out the Agistment Agreement unless and until an agreement is executed by both parties.

GAWB does not warrant or represent that the information is free from errors or omissions, and takes no responsibility for the accuracy, currency, reliability and correctness of any information included in this EOI.

The information is made available on the understanding that GAWB and its employees, officers, consultants and agents, shall have no liability (including liability by reason of negligence) for any loss, damage, cost or expense incurred or arising by reason of any person or company using or relying on the information and whether caused by reason of any error, omission or misrepresentation in the information or otherwise.

16. Privacy Act Compliance

- (a) In relation to any Personal Information provided by a Respondent in connection with its EOI, the Respondent warrants to GAWB:
 - (i) the Respondent has obtained the consent of each individual about which any Sensitive Information (as defined in the Privacy Act) is provided; and
 - (ii) the Respondent has or will within the time required by the Privacy Act ensure that each individual about whom any Personal Information is provided has received a written statement setting out all of the matters required by National Privacy Principle 1.3:
 - (A) in relation to disclosure of the Personal Information to GAWB, any Related Body Corporate of GAWB and any consultant of GAWB requiring the information for the purposes set out in paragraph B; and
 - (B) disclosing that the entities referred to in paragraph A shall only use the Personal Information for the purposes of reviewing and assessing the Respondent's EOI.
- (b) The Respondent will comply with the provisions of the Privacy Act in relation to any Personal Information provided to the Respondent by GAWB, any Related Body Corporate of GAWB and any consultant of GAWB.

17. No Fetter

Neither this EOI nor any Invitation Documents will in any way unlawfully restrict or otherwise unlawfully affect the unfettered discretion of GAWB to exercise any of its functions and powers pursuant to any law.