



TSR Tender North Coast Local Land Services

PART A – Information about this Tender

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| Name: | Tender for Grazing Permits on North Coast Local Land Services Travelling Stock Reserves (TSR) – period 15 April 2020 to 31 June 2021 |
| Location: | North Coast Local Land Services Region |

Lodgement details:

| | |
|---------------|---|
| Closing Time: | 4:00pm |
| Closing Date | Friday 20 March 2020 |
| Method: | Electronic submission: tenders.northcoast@lls.nsw.gov.au |

Contact Person:

| | |
|------------|--|
| Name: | Gabrielle Blackwell |
| Position: | TSR Coordinator |
| Telephone: | 1300 795 299 |
| Email: | gabrielle.blackwell@lls.nsw.gov.au |

Tender Documents

| | | |
|--------|--|---------|
| Part A | Information about this Tender | PDF |
| Part B | Statement of Requirements | PDF |
| Part C | Response Form – to be submitted by respondents | MS Word |
| Part D | Location of Travelling Stock Reserves eligible for Long Term Grazing Permits | PDF |

Confidentiality

This Tender, including any attachments, is made available on a commercial in confidence basis. Any person in receipt of this document must ensure that all information whether written or verbal concerning this document is kept confidential, except any information which is in the public domain (other than as a consequence of a breach of this confidentiality obligation).

The Respondent must keep confidential any information concerning the Department or the State of New South Wales as a result of or in connection with its submission of a Response, unless otherwise agreed in writing.

Copies of this document or related documents must not be distributed except with the prior written consent of the North Coast Local Land Services.

The Response and any accompanying documents become the property of the North Coast Local Land Services.

These obligations apply equally to any sub-contractor used by the Respondent.

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1. GENERAL INFORMATION

1.1 Purpose of this Information Document

The purpose of this document is to provide information and guidance to respondents in making a Tender to the North Coast Local Land Services (NCLLS) for Long Term Grazing Permits (LGP) for Travelling Stock Reserves (TSR's) in the North Coast Local Land Services region.

Further details including a list and the location and maps for of TSR's available are provided in **Part D - Location of Travelling Stock Reserves eligible for Long Term Grazing Permits.**

1.2 Definitions

Unless the context requires otherwise, in this Tender:

"Addendum" means an addition to this Tender made by the North Coast Local Land Services before the Closing Date and Time.

"Alternative Response" means a Non-Conforming Response that is intended to offer a different method of meeting the objects and intent of the Tender.

"Conforming Response" means a response that conforms in all material aspects to the Tender.

"Non-Conforming Response" means a response that does not conform in all material respects with the Tender.

"Response" means the documents constituting an offer by a Respondent to supply services in response to this Tender.

"Respondent" means any entity responding to this document.

1.3 North Coast Local Land Services

Local Land Services brings together agricultural production advice, biosecurity, natural resource management and emergency management into a single organisation.

Eleven LLS regions, advised by 11 local boards cover NSW: Central Tablelands, Central West, Greater Sydney, Hunter, Murray, North Coast, Northern Tablelands, North West, Riverina, South East and Western regions. Each region is accountable for delivering services that add value to local industries, enhance natural resources, protect industries from pests and disease and help communities respond to emergencies like floods, fires and drought.

Local Boards headed by local Chairs work closely with farmers, landholders and communities. Each region will develop operational management plans that will prioritise service delivery on a regional basis, reflecting regional priorities.

The North Coast LLS region includes:

- 323 Travelling Stock Reserves covering approximately 8,464 hectares of land area
- 206 TSRs are rated to carry stock
- In March 2020, 5 reserves were available for new leases; the remainder are under term leases.

North Coast LLS aims to optimise economic returns from TSR's whilst meeting social obligations and demonstrating best practice land management. TSR's are a commercial arm of the North Coast LLS business. Revenue earned from grazing permits goes directly into the ongoing management and maintenance of the TSR network.

1.4 North Coast Local Land Services Contact Person

Respondents should refer any requests for information concerning this Tender to the North Coast Local Land Services Contact Person nominated on the cover of this Tender.

Any information given to a Respondent to clarify any aspect of this Tender will also be given to all other Respondents if in the North Coast Local Land Services opinion, the information would unfairly favour the inquiring Respondent over other Respondents.

Respondents should notify the North Coast Local Land Services Contact Person by email or telephone or before the Closing Date and Time if they find any discrepancy, error or omission in this Tender.

1.5 Addendum

The North Coast Local Land Services may change the Tender by issuing an Addendum in writing to all Respondents. The Addendum becomes part of the Tender documents.

1.6 The North Coast Local Land Services discretion

- The North Coast Local Land Services may discontinue the Tender process at any point for any reason, without making a determination regarding acceptance or rejection of any Responses.
- The North Coast Local Land Services may invite fresh responses based on the same or different criteria.
- The North Coast Local Land Services is not bound to accept any Response that does not adequately provide required information.
- The North Coast Local Land Services has discretion whether or not to accept Responses which do not comply with all of the requirements of the Tender documents, or which contain conditions or qualifications.
- The North Coast Local Land Services will not accept Tenders from entity's that have outstanding financial obligations with the Local Land Services. For example overdue Rate payments, excluding approved payment plans.
- Before making any determination as to acceptance or rejection of Responses the North Coast Local Land Services may elect to conduct limited negotiation with preferred Respondents or a preferred Respondent.

1.7 Respondent's status

The North Coast Local Land Services contracts only with recognised, acceptable legal entities and does not contract with firms under any form of external administration. The North Coast Local Land Services may ask a Respondent to provide evidence of its legal status or capacity to contract.

1.8 Respondent's Response Costs

The Respondent acknowledges that the North Coast Local Land Services will not be liable to them for any expenses or costs incurred by them as a result of their participation in this Tender, including where the Tender has been discontinued.

1.9 Intellectual Property

All Responses become the property of the North Coast Local Land Services upon submission, unless expressly stated otherwise in the contract.

1.10 Code of Practice

Respondents must comply with the NSW Government Code of Practice for Procurement, which is available at www.procurepoint.nsw.gov.au In submitting Responses, Respondents signify agreement to comply with the Code.

If a Respondent has failed to comply with the Code, this failure may be taken into account by the North Coast Local Land Services when considering its Response or any subsequent response and may result in this or any subsequent response being passed over without prejudice to any other rights of action or remedies available to the North Coast Local Land Services.

1.11 Conflict of interest

A conflict of interest arises when a Respondent, or a person or organisation associated with the Respondent, is in a position to benefit directly or indirectly from actions of the Respondent through an unfair or unintended imposition or loss on the North Coast Local Land Services or other party. A conflict of interest can also arise when a Respondent's integrity, objectivity or fairness in performing the services is at risk due to a personal interest or conflicting business arrangements.

Respondents must disclose in their Responses any potential or actual conflicts of interest that they may have or may be perceived to have in respect of their responsibilities to the State Government and other parties in entering into a LGP with the North Coast Local Land Services, should they be selected as a successful Respondent.

Identification of a conflict of interest or a perceived conflict of interest will not automatically exclude a Respondent from consideration. The North Coast Local Land Services reserves the right to assess the potential impact of the conflict or perceived conflict in relation to the response before a final decision is made. However, the North Coast Local Land Services decision about exclusion will be final.

To avoid actual or perceived conflicts of interest Board members and staff of the North Coast Local Land Services are not eligible to submit a response through this Tender.

1.12 Exchange of information between government agencies

By submitting a Response, the Respondent authorises the North Coast Local Land Services to gather, assess and communicate to Commonwealth, NSW and local government agencies and authorities any information about the Respondent, including its financial position and the Respondent's performance in respect of any contract awarded as a result of this Tender process. Such information may be used for assessment of suitability of future response, tender, prequalification or contract opportunities.

The information that may be collected, exchanged and used in accordance with this provision includes "personal information" about a Respondent for the purposes of the *Privacy and Personal Information Act 1998 (NSW)*.

The provision of information by the North Coast Local Land Services to any other agencies and authorities is agreed by the Respondent to be a communication falling within section 30 of the *Defamation Act 2005 (NSW)*, and the Respondent shall have no claim against the North Coast Local Land Services or the State of New South Wales in respect of any matter arising out of the provision or receipt of such information, including any claim for loss to the Respondent arising out of the communication.

1.13 Financial Capability of Respondent

The North Coast Local Land Services reserves the right to reject any Response if the North Coast Local Land Services judges the Respondent not to have appropriate financial capability.

The North Coast Local Land Services will not knowingly accept responses from or award LGP's to Respondents who are subject to exclusion from quoting as a result of a breach of the NSW Government Code of Practice for Procurement, are bankrupt, are subject to a winding up order, or are corporate entities with persons involved directly or indirectly in the management of the entity who are disqualified under corporations law or have outstanding debt to North Coast LLS greater than 30 days.

1.14 Work Health & Safety

The respondent must:

- Ensure the health & safety of all people who may be affected by its activities under this LGP, including employees, subcontractors, members of the public and volunteers in compliance with the WHS Law.
- Undertake its own identification and detailed analysis of all work health & safety risks associated with this LGP and identify any reasonably foreseeable hazards in relation to

the LGP and take all necessary measures to assess and eliminate or control the risks arising from those hazards

- Develop and implement a safe work method statement and a site specific safety and management plan; and
- Provide NCLLS with a written report within 24 hours after a notifiable incident.

Provide NCLLS access to records as may be necessary to establish the LGP respondents' compliance with its obligations pursuant to this requirement.

To the extent permitted by the law, the LGP respondent indemnifies NCLLS against any damage, expense, loss or liability suffered or incurred by NCLLS arising out of or in connection with the failure by the Respondent to comply with this requirement.

2. LODGEMENT

2.1 Instructions for Respondents

Respondents must read all parts of this Tender package including Parts A, B and D, and submit completed PART C – Response Form.

A separate Tender form (Part C – Response Form) must be submitted for each TSR.

Before submitting a Response, a Respondent must examine all information relevant to the risks and contingencies and other circumstances having an effect on its Response, including seasonal conditions. It is strongly recommended that Respondents inspect the relevant TSR prior to preparing a Response.

A Respondent must satisfy itself that the Response, including the response price is correct, and that it is financially and practically viable for the Respondent to enter into and perform the proposed contract if it were chosen to do so by the North Coast Local Land Services.

Prices, responses and other information provided in the Response are to be in writing and in English.

All tendered prices are subject to an annual Consumer Price Index (CPI) increase.

All pricing information provided in the response must be **exclusive of GST**.

2.2 Conformity of responses

The North Coast Local Land Services seeks Conforming Responses. Non-Conforming responses may be excluded from the response process without further consideration at the North Coast Local Land Services discretion.

2.3 Closing Date & Time, Address, Method

Respondents must submit Part C – Response Form by the Closing Date and Time, to the secure email: tenders.northcoast@lls.nsw.gov.au accordance with the Method, stated on the cover of this Tender.

Respondents may request assistance from LLS staff to submit completed Response Forms.

2.4 Extension to Closing Date and Time

The North Coast Local Land Services may, at its discretion, extend the Closing Date and Time.

2.5 Late Responses

The North Coast Local Land Services may consider late responses where satisfied that the integrity and competitiveness of the Tender process has not been compromised. The North Coast Local Land Services shall not penalise any Respondent whose Response is received late if the delay is due solely to mishandling by the North Coast Local Land Services.

2.6 Electronic Lodgement

If the method of lodgement stated on the cover of this Tender includes electronic lodgement, responses submitted electronically will be treated in accordance with the Electronic Transactions Act 2000 (NSW), and given the highest level of confidentiality and probity.

If a Respondent experiences any persistent difficulty in submitting a Response, the Respondent should advise the North Coast Local Land Services Contact Officer. If there is a defect or failure of electronic lodgement, the Closing Date and Closing Time may be extended provided that, in the view of the North Coast Local Land Services, the Tender process will not be compromised by such an extension.

Electronically submitted Responses may be made corrupt or incomplete, for example by computer viruses. The North Coast Local Land Services may decline to consider for

acceptance a Response that cannot be effectively evaluated because it is incomplete or corrupt.

2.7 Minimum Validity Period

All Responses must remain valid for a minimum of 90 days from the Closing Date.

2.8 Further information

The North Coast Local Land Services may request a Respondent to provide further information after the Closing Date to assist the evaluation process. The Respondent should submit such information in the format and by the time requested.

3. EVALUATION

3.1 Evaluation methodology

The objective of the evaluation is to identify the Response(s) that best meet the North Coast Local Land Services requirements and represent best value for money for the North Coast Local Land Services.

Responses may be evaluated against the criteria set out in the Evaluation Criteria, which is not exhaustive. A Response which is rated unsuitable/unsatisfactory against one or more of those criteria may be excluded from further consideration.

The North Coast Local Land Services may also take into account any other considerations such as financial viability (including bankruptcy or insolvency) of the Respondent, including whether the Respondent has any outstanding accounts with the Local Land Services or any other information about the Respondent that the North Coast Local Land Services receives from any other source.

3.2 Evaluation Criteria

In evaluating Responses, the North Local Land Services may take into consideration factors including, but not limited to, the following criteria which are listed in no particular order. A scoring system will be used to rank tenders for each TSR (Table 1).

In instances of comparable competing bids preference may be given to ratepayers of North Coast LLS. Any real or perceived conflicts of interest will be discussed with the applicant/respondent. Tenders will only be accepted where the conflict of interest can be resolved to the satisfaction of Local Land Services.

Table 1. Description of TSR Tender assessment criteria.

| Criteria | Description |
|----------|--|
| 1 | Tendered price, the highest tendered price for each reserve is given the highest score |
| 2 | Management approach based on the applicants understanding of the Terms and Condition of the Permit, and their commitment to undertake the management tasks required |
| 3 | Relevant farming experience based on agricultural activities previously/currently managed and level of experience, including relevant qualifications and years of experience |
| 4 | Proximity to the TSR, giving consideration to logistical factors relating to day-to-day management and risks associated with stock transport |

4. OUTCOME

4.1 Negotiations

Before making any determination as to acceptance or rejection of Responses the North Coast Local Land Services may, at its discretion, elect to conduct limited negotiation with preferred Respondents or a preferred Respondent.

4.2 Notification to unsuccessful Respondents

All Respondents will be informed of the outcome of their Tender at the conclusion of the Tender process.

4.3 Method of Acceptance – Long Term Grazing Permit (LGP)

No Response is accepted unless and until the North Coast Local Land Services and successful Respondent sign LGP agreement acknowledging they agree to the North Coast Local Land Services Terms and Conditions for LGPs. A copy of the Terms and Conditions and LGP are available in **PART B – Terms and Conditions**.

4.4 Public disclosure

The Department may be required to publicly disclose details of any Responses submitted in response to the Tender, and details of any contract awarded, in accordance with the Premier's Memorandum M2007-01, and the Government Information (Public Access) Act 2009.

4.5 Complaints

It is the NSW Government's objective to ensure that industry is given every opportunity to win Government contracts. Should any person or entity feel that it has been unfairly excluded from quoting or unfairly disadvantaged by the terms of this Tender, they are invited to write to:

General Manager, North Coast Local Land Services

24-26 Mulgi Drive,
South Grafton NSW 2460.