



GIPPSLAND PORTS

Specification for Contract 8710

**DESIGN, CONSTRUCTION AND DELIVERY OF
MONOHULL ALUMINIUM WORK VESSEL
APPROXIMATE LENGTH 7.5m
IN CLASS 2D SURVEY**

Project Manager

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1. PRELIMINARIES

1.1. Introduction

Gippsland Ports requires a work vessel delivered in Class 2D Survey that will be used for works within the Gippsland Lakes and other coastal waterways. Work tasks for the vessel include navigation aid maintenance, wharves and jetties maintenance and other waterway-based construction and maintenance activities.

1.2. Scope of Work

The scope of work includes the design, fabrication, supply to site, testing, commissioning, documentation, operation and maintenance manuals, plant and equipment, labour, materials, consumables, supervision and all incidentals necessary to execute and deliver the following works;

- supply and delivery of an aluminium monohull work vessel of approximate length 7.5 metres in Class 2D Survey and an aluminium tri-axle trailer with Victorian registration;
- supply manuals for outboard motor, crane and any electrical equipment fitted;
- supply and delivery of approved designs, project specific technical specifications and documentation, test reports and certificates, authority/statutory certifications and approvals necessary for the construction and delivery of the vessel;

All or any works not specifically mentioned or referred to in this document and specification, and which are required to deliver this contract, shall be carried out in a workmanlike manner to accepted and approved standards and to the direction and entire satisfaction of the Purchaser as may be ordered from time to time.

If neither the documentation or specification contain any mention of minor items which, in the opinion of the Purchaser are reasonably and obviously necessary for the satisfactory delivery of the equipment, such services shall be provided by the Supplier without additional charge.

1.3. Tender Enquiries

Any enquiries regarding the work required under the Contract shall be referred to the Project Manager, see front cover for contact details.

1.4. Indicative Timetable

The following timetable is given as information for tenderers.

Activity	Date
Tender advertised	Wednesday 22 May 2024
Tenders close	12.00pm Friday 21 June 2024
Intended award of Contract	Late July 2024
Delivery of vessel required by	30 April 2025

Note: This timetable is provided to give Tenderers an indication of the timing of the tendering process. The timetable is indicative only and may be changed by Gippsland Ports.

1.5. Tender Evaluation

Tenders submitted for this Contract will be assessed by Gippsland Ports based on the following criteria and weighting.

- Tender price (60%)
- Compliance with tender specification (20%)
- Demonstration vessel suitability/performance (10%) (where demonstration vessel available)
- Vessel delivery lead time nominated in tender (10%)

If possible, Tenderers shall have available for demonstration a vessel similar to that which they are offering for inspection and trials by Gippsland Ports. A demonstration vessel is not essential, however will be beneficial in evaluation of tenders. For the purposes of the demonstration a vessel having similar engine horsepower to that specified is desirable but not essential.

Prototype hulls will not be considered.

2. THE TENDER

2.1. Tender submissions and Closing Date

Tender proposals, together with the completed Tender documents are to be delivered to:

Gippsland Ports
 97 Main Street (P.O. Box 388)
 Bairnsdale, Victoria 3875
 Telephone: (03) 5150 0500
 Facsimile: (03) 5150 0501
 Email: tenders@gippslandports.vic.gov.au

Tenders shall be for a fixed lump sum (not subject to rise and fall) for the delivery of the vessel as outlined in this document and tenders are to be received at the above address no later than **12:00 pm Friday 21 June 2024**.

Tenders may be lodged in one of the following methods.

- Deliver or post the tender to reach the office of Gippsland Ports prior to the closing time and date.
- Email the tender to tenders@gippslandports.vic.gov.au by the nominated closing time and date. Gippsland Ports will reply with an email confirmation that the tender has been received. If the reply email is not received, it is the tenderers responsibility to contact Gippsland Ports to confirm the tender has been received. Any information required but not submitted by email to be received by Gippsland Ports within three working days of the closing date, otherwise the tender may be ruled as invalid.

2.2. Documents / information to be submitted with tender

Tenderers must, as a minimum, submit the following documents and information with their proposals in addition to the requirements specified in the technical specification:

- Completed Tender Form - Attachment A;
- A general description of the tenderer's vessel proposal, preliminary vessel drawings, specifications and relevant computations;
- relevant technical data for and suppliers of the main components proposed;
- sufficient details to demonstrate that they have the commitment, experience, appropriate personnel and the necessary resources to deliver within budget and on time;
- Schedule of unit prices – Attachment B;
- a list of relevant similar current and previous vessels – Attachment C;
- A list of management and supervisory personnel to be used on the Contract – Attachment D;
- list of sub-consultants and sub-contractors intended to be used and their relevant

- experience – Attachment E;
- Signed occupational health and safety declaration – Attachment F;
- Statement of conformance – Attachment G;
- details of quality assurance systems and procedures;
- the extent of guarantees and warranties, for equipment, materials and workmanship;
- a detailed work program to be known as the “Contract Construction Schedule” highlighting contract milestones and time to completion;’

2.3. Conditions of Tendering

Due care has been taken in the preparation of this document including the technical specification, however Tenderers must satisfy themselves as to the accuracy of all information, conditions, general requirements and extent of work to be carried out.

Tenderers are advised that the Purchaser will not be bound to accept the lowest or any tender and reserves the right to add or delete items to the tender at any time during the tender period and prior to the signing of the Contract.

2.4. Date of Delivery

Date of delivery will be an item of consideration in the tender assessment process and preference may be given to the Tender offering the most favourable time schedule.

Tenderers shall state on the Tender Form and in the Contract Construction Schedule the time from the date of notification of acceptance of tender in which they guarantee to deliver the vessel.

The Supplier shall deliver the vessel in accordance with the submitted Construction Schedule. The Supplier shall also update, inform and discuss any changes with the Purchaser that may affect milestone and/or date of delivery.

2.5. Contract Construction Schedule

Tenderers shall submit with their tender a program of the items of work required to successfully complete the works detailed in the specification. The program submitted by the successful tenderer and accepted by the Purchaser shall be included in the Contract documents as the Contract Construction Schedule.

The submitted works program shall make allowance for reasonably expected delays due to inclement weather, the lead time for the supply of materials and components and the obtaining of permits and approvals.

Extensions of time will not be approved until such time as the allowances in the works program have been exceeded and that the Supplier can demonstrate that there is no scope in the program to make up lost time.

2.6. Quality Management Plan

Tenderers shall submit with their tender details of their current or proposed quality management systems and procedures.

Prior to commencing work under the Contract the Supplier shall prepare and submit to the Purchaser for approval, a Quality Management Plan detailing the application of systems and procedures to each stage of the works.

2.7. Tender Validity Period

All tender submissions shall be valid for a period of ninety days from the closing date for tenders.

3. THE CONTRACT

3.1. Documents Constituting the Contract

The documents listed below shall constitute the Contract:

- The Formal Instrument of Agreement signed by both parties.
- AS/NZS 4911-2003 – General conditions of contract for the supply of equipment without installation.
- This document: *Specification for the Design, Construction and Delivery of Monohull Aluminium Work Vessel Approximate Length 7.5 metres with Class 2D Survey*
- Drawings attached to the Specification
- Supplier's Tender documents
- Such additional information provided by the Supplier and approved by the Purchaser.
- Gippsland Ports letter of acceptance.

3.2. Nature of Contract

The contract will be between Gippsland Ports 'The Purchaser' and the successful Tenderer 'The Supplier'.

The contract will be for the supply and delivery to site of a new monohull aluminium work vessel of approximate length 7.5 metres and aluminium trailer and includes the design, fabrication, testing, commissioning, documentation, operation and maintenance manuals, plant and equipment, labour, materials, consumables, supervision and all incidentals necessary to design, construct and deliver the vessel.

The whole of the work shall be carried out in strict accordance with the General Conditions of Contract, this Specification, the Tender Document and any such particulars submitted by the successful tenderer as may be approved in writing by the Purchaser.

Where this document or the specification refers to 'approved' plant, materials or workmanship, or to 'approval' thereof, it shall be understood that approval by the Purchaser is intended.

3.3. The Contract

The contract shall be a fixed lump sum contract (not subject to rise and fall) with any variations or changes to the scope of work to be submitted to Gippsland Ports for approval prior to commencing work on the variation or change in scope.

The contract conditions shall be as per this document and AS 4911-2003, General Conditions of Contract for the supply of equipment without installation, together with Annexures. A copy of Annexure A is included in Appendix B.

3.4. Payment

Payment for works under the Contract shall be in accordance with the provisions stated in the General Conditions of Contract.

Claims by the Supplier for completed works and/or procured items not yet delivered and accepted by the Purchaser will only be approved at the discretion of the Purchaser and subject to an agreed unconditional form of security in favour of the Purchaser being in effect.

4. GENERAL AND ADMINISTRATIVE REQUIREMENTS

4.1. Commencement of Work

No work shall commence until;

- Proof that the insurances required under the Contract have been taken out and will be current for the duration of the Contract.
- The Suppliers Australian Business Number (ABN) and proof of registration for GST purposes have been provided to the Purchaser.

4.2. Payment of Relevant Authorities

The supplier shall pay all fees if any and make all necessary arrangements with all relevant authorities.

Evidence of approval to commence work shall be shown to the Purchaser before the commencement of any work for which an approval may be required.

4.3. Insurances

Insurance of the equipment

All plant and materials temporary or otherwise used on site or otherwise for incorporation into the vessel shall be the sole responsibility of the Supplier until such time as they are accepted by the Purchaser.

The Supplier shall indemnify the Purchaser against all loss or damage to any of the said plant and materials prior to their acceptance by the Purchaser, and against any accident, injury or loss of life to site personnel, including any and all expenses of every kind whatsoever and howsoever caused.

Public and product liability insurance professional indemnity insurance and insurance of employees

The Supplier is to submit relevant details regarding current public and product liability insurance, professional indemnity insurance and insurance of employees, including subSuppliers employed by the Supplier prior to commencing works under the Contract.

4.4. Release of Information

The Supplier shall not discuss, release any information, issue any document or other written or printed material concerning the vessel for publication in any media format without the prior written approval of the Purchaser.

4.5. Registration of Sub-Suppliers

Where the Supplier makes application under sub-clause 7.2 of the General Conditions of Contract for approval to subcontract part of the work under the Contract and an act or ordinance requires that a person be registered or licensed to carry out that part of the work, the Supplier shall produce evidence that the proposed subSupplier is registered or licensed.

4.6. Occupational Health and Safety

The Supplier shall comply in all respects with current Occupational Health and Safety legislation, standards and work practices including;

- Occupational Health and Safety Act 2004,
- The Occupational Health and Safety Regulations 2007,
- Any other Acts, regulations, Codes of Practice and Australian Standards which impose specific health and safety requirements that may be relevant design, manufacture, supply, commissioning, testing and maintenance of the vessel,

as well as any specific requirement of Gippsland Ports policies, procedures and standards of safety as notified in writing by the Purchaser.

The Suppliers management of the safety of their employees, sub-contractors and sub-consultants and other persons who may be affected by their work is a key requirement of the Contract. The objectives are for the Supplier, within their area of control, to provide and maintain:

- a safe work environment.
- safe plant, safe systems of work, safe access and egress.
- safety and health in the use, handling, storage or transport of plant or substances.
- suitable instruction, training and supervision to ensure the safety of their employees, subSuppliers and sub-consultants.

4.7. Surveillance and Audits by Gippsland Ports

Gippsland Ports will arrange surveillance and audits to ensure that the Supplier is complying with the contract safety requirements.

The Supplier shall, upon being given reasonable notice by Gippsland Ports, make or arrange to be available all facilities, documentation, records and personnel, including those of any sub-contractors, that are reasonably required for surveillance and audits to be undertaken.

Gippsland Ports will carry out audit and surveillance of the work of all sub-contractors as it sees fit, in the same way that it may carry out audit and surveillance of all work done and materials supplied by the Supplier.

4.8. Guarantees and Warranties

The Supplier shall ensure that for all materials and services provided which carry a warranty or guarantee, the manufacturer, supplier or sub-contractor to the Supplier provides such warranty or guarantee in favour of the Purchaser directly.

All such guarantees and warranties shall be transferred to the Purchaser at the date of delivery.

4.9. Protection of Property and Services

The Supplier shall ensure that works delivered as part of the vessel, both on and off site,

are executed in a manner, which prevents injury or damage to any persons, or any private or public property including all roads used for transport of materials or plant, buildings, fencing, public utility services or other structures.

In the event of any damage to any such structure, service or property, the party controlling it and the Purchaser must be immediately informed of the damage.

The Supplier shall, at his own expense, arrange to repair and restore any structure, service or property damaged in any way as a result of the fabrication, delivery and commissioning of the vessel to a condition in which it was before such damage. The repairs may be made by the party controlling the structure, service or property, and the cost of such repairs shall be the responsibility of the Supplier.

The Supplier shall be liable for any loss or damage that may result from such an injury or interference to any structure, service or property, and for any claim arising from delay in repairing and restoring it.

4.10. Supplier's Representative

The Supplier shall appoint a competent representative, whose name shall be communicated by him in writing to the Purchaser, to supervise the design, construction, delivery, testing and commissioning of the vessel. The Supplier or its representative shall be present on the site during working hours and any order, instruction, direction, determination, certificate or approval which the Purchaser shall give or communicate to the Supplier's representative shall be deemed to have been given or communicated to the Supplier.

Matters within the knowledge of the Supplier's representative shall be deemed to be within the knowledge of the Supplier.

In the absence from the site of the Supplier and his representative, the Purchaser may take any action that he may consider necessary for the safety and preservation of the Equipment under Contract prior to final delivery.

4.11. Direction by Purchaser

The Supplier shall comply with all orders and directions given to him by the Purchaser in respect of the Equipment under Contract for both on and off site operations.

4.12. Inspection by Purchaser

The Supplier shall allow the Purchaser to inspect the work both on and off site at any time to monitor progress and quality of work.

5. SPECIFICATION

5.1. Background

Gippsland Ports requires a purpose built vessel delivered in Class 2D Survey that will be used for operational duties within the Gippsland Lakes and other waterways. The vessel may be used for offshore work, up to 3 nautical miles from the coast, and servicing other locations within ports and waterways managed by Gippsland Ports. The vessel will be used for maintenance and construction activities for wharves, jetties, navigation aids, and other marine structures. Vessel use will also include emergency response that will on occasion require night operation of the vessel.

Concept drawings are attached in Appendix C of the preferred layout and dimensions of the work vessel.

5.2. Compliance

The vessel shall comply with all relevant Laws and Standards as they apply to a class 2D vessel operating up to 30 nautical miles from shore. The vessels shall be classified for the purpose of commercial registration in Victoria as 2D survey partially smooth waters.

5.3. Construction Materials

The vessel is to be constructed primarily of aluminium, with all other materials to be approved and suitable for heavy duty marine use.

5.4. Approved Equivalentents

Where a particular brand or product is stated then that item shall be used. If a later model has been released prior to the Supplier purchasing items the Supplier must purchase the latest model.

Equivalent items of similar performance and quality may be offered by the Supplier in their Tender and if successful during Construction of the Vessel subject to approval by Gippsland Ports.

NOTE

Throughout this document both the National Standard for Commercial Vessels (NSCV) and the Uniform Shipping Laws Code (USL) and the Australian Standards are noted as the relevant authorities for compliance for the construction of this vessel.

In all cases, compliance with the appropriate authority as accepted by Transport Safety Victoria will be the only recognised authority accepted by Gippsland Ports.

5.5. Vessel Building Surveys and Surveying

The Supplier shall engage an Accredited Marine Surveyor (AMS) to oversee the construction of the vessel so as to meet the requirements of this specification.

The function and duties of the Supplier's AMS is to include oversee construction and fit out of the vessel, arrange relevant certificates from Australian Maritime Safety Authority (AMSA) and any other documents required for registration and survey.

All welders working on the vessel are to be certified as per AS/NZS 1665:2004 (Current version of the standard).

Copies of the application for certificate of survey and stability book shall be supplied to Gippsland Ports at the time the Supplier lodges these documents with AMSA.

The vessel shall be delivered with current Class 2D survey.

All fees and charges concerned with the design, construction and survey, delivery and certifications, registrations and any other fee levied prior to acceptance of the vessel shall be borne by the Supplier.

Any invoices submitted to the Purchaser for payment for design or construction of the Vessel will not be processed until construction stages are completed and sighted by the Purchaser.

5.6. "As Constructed" Drawings and Photographs

One complete set of "As Constructed" drawings shall be provided to the Purchaser within one (1) month of completion of the vessel. The drawings shall include general arrangement, mechanical installations, liquid piping and electrical system diagram of all wiring. Photographs shall be provided to the Purchaser within one (1) month of completion of the vessel. These photographs shall show stages of construction of the vessel, underfloor compartments and areas prior to covering over or filling with buoyancy foam or equipment and bulkhead penetrations.

The provision of the "as constructed" drawings and photographs are a requirement to the Purchaser making the final payment of 10% of the total contract price.

5.7. Manufacturer's Manuals

One copy of all manufacturer's installation drawings, brochures and operation and maintenance manuals relating to all items of machinery and equipment shall be supplied to Gippsland Ports. One copy shall be retained by the Supplier and be available to Gippsland Ports during construction. On completion of the contract, a copy of all manuals shall be provided in a folder to Gippsland Ports, and the supply of these manuals is a pre-requisite for the final payment of 10% of the total contract price.

5.8. Vessel Registration

The vessel shall be delivered with Class 2D survey in the name of "Gippsland Ports Committee of Management Inc".

5.9. Identification Numbers

The Supplier shall maintain a complete equipment list that includes all model and serial numbers of all items for inclusion in the vessels records to be delivered to Gippsland Ports on completion. The supply of the serial number list is a pre-requisite for the final payment of 10% of the total contract price.

5.10. Delivery

Upon completion of the trials program and any subsequent adjustments and/or modifications as specified, the vessel and trailer shall be delivered by the Supplier, at

their cost for fuel and stores, to the Gippsland Ports' Lakes Entrance Depot, Bullock Island Road, Lakes Entrance.

5.11. Warranty

Any defects due to faulty material, vessel equipment and/or workmanship detected over a minimum 52-week period commencing at the date of acceptance of the vessel shall be corrected by the Supplier at no additional cost to the Purchaser. This vessel will be located in Paynesville, Victoria. All costs relating to travel, accommodation, car hire and any other associated costs relating to the warranty defect repairs in Paynesville are to be met by the Supplier.

It shall be the responsibility of the Supplier to coordinate, provide travel costs and any other requirement needed for any associated supplier, provider or subSupplier or other persons to effect repairs to the Vessel under the terms of warranty.

Fourteen days prior to the end of the 52 weeks Defects Liability Period, the vessel will be inspected by Gippsland Ports and any necessary warranty repairs shall be undertaken by the Supplier.

The manufacturer's standard form of warranty shall apply to items of propulsion, machinery, electrical equipment, appliances and all other equipment installed on the Vessel that are not proprietary or constructed by the Supplier. The Supplier shall provide purchase details and appropriate documentation, for the purposes of warranty claims against these items.

5.12. Workmanship and Materials

5.12.1. Workmanship

All work shall be completed in a neat and workmanlike manner to the satisfaction of the AMS or Gippsland Ports. Attention is directed to the ITP construction benchmarks, the NSCV, USL Code and the Australian Standards, as the construction standards expected. Particular care shall be taken to ensure that the surface of the hull is smooth and fair.

5.12.2. Materials

All materials must comply with the relevant Australian Standards Specifications, NSCV, USL Code or recognised Classification Society requirements.

5.12.3. Electrolytic Protection

Areas of dissimilar metal contact shall be adequately protected against electrolytic effects by use of adequate electrical insulation. All dissimilar metal fastenings used anywhere on the vessel shall be isolated from the aluminium structure by plastic insulation washers and TEF Gel.

5.12.4. Timber and Plywood

All timber and plywood if used in the construction and fit out shall be of marine grade. Chipboard, particleboard or other synthetic timber materials shall not be used.

5.12.5. Fastenings

All fastenings, cable clamps and blind rivets used in the construction shall be of non-corrosive materials approved by the Purchaser.

5.12.6. Fuel Lines

All fuel lines shall be as per NSCV / USL Code. Cad plated or brass fuel fittings are not acceptable. All fuel fittings shall be stainless steel. Racor filters with clear water trap are to be fitted for each outboard motor. Deck fillers are to be stainless steel with one mounted on starboard side and one mounted on port side.

5.12.7. Stiffening Plates

Adequate stiffening plates shall be installed beneath the decks at locations where higher stresses will be expected, such as under bollards, crane, line hauler etc.

5.12.8. Valves

All valves used in the vessel, unless otherwise specified, shall be stainless steel full-bore ball valves and appropriately labelled. Easy access shall be made to all valves without the need to remove any fittings or equipment.

5.12.9. Navigation Lights

All navigation lights shall be 12 volt, NSCV/USL Code Approved and of LED type. All navigation lights shall be switched separately to the satisfaction of the Inspector.

5.13. Testing

5.13.1. General

The AMS shall witness all testing including all necessary hose testing and tank testing and will examine and test all machinery installations, piping installation, electrical installation and steering arrangements.

The tests shall be supervised by the AMS.

The cost of all such tests and examinations shall be borne by the Supplier.

All tests shall be documented and signed by the relevant authority

5.13.2. Hose Testing

Hose testing of the structure, shall be carried out at such stages of construction as required by the AMS or Gippsland Ports. All external bulkheads, decks, windows, hatches and other closing devices may be subjected, to a hose test as prescribed under the NSCV/USL Code. Hose pressures shall be nominated by the NSCV/USL Code.

5.13.3. Pressure Testing

Fuel tanks shall be subjected to a pressure test which complies with the NSCV/USL Code.

All pipe systems shall be subjected to pressure tests equivalent to the maximum expected service conditions defined in the NSCV/USL Code.

5.13.4. Electrical Testing

Electrical testing, to approved drawings and a certificate of compliance issued by a Transport Safety Victoria accredited person, is to be carried out and documented as required during construction and on completion.

5.13.5. Equipment Testing

On completion of construction, the AMS and Gippsland Ports shall be present during the acceptance tests and sea trials. The trials will test all the machinery and all essential services and auxiliary equipment are functioning properly and that the vessel as a whole is operating in a safe and satisfactory manner.

5.13.6. Fluid Entrapment

No area of the vessel is to be constructed so that moisture, sea water or any fluid may remain entrapped. All moisture or fluids must flow in to a drain sump and then to be removed from the vessel by bilge pump/s fitted with a float switch and alarm.

An external bung of a minimum of 50mm ID is to be fitted (and moused) to the lowest part of the hull to allow for draining at slipping. All bungs must be identical.

5.13.7. Access for Maintenance

All major assemblies and installed attachments shall be readily accessible for maintenance, repair and replacement without the removal of other major assemblies or installed equipment. Access spin outs minimum 150mm diameter (aluminium framed with nylon/plastic spinouts) shall be utilised to access important fixtures in the hull including fuel tank fittings and sensors, valves, bilge pumps, bilge pump strainers.

5.13.8. Access to Wiring

All wiring shall be accessible without the need to remove large areas of panelling and shall be numbered as per the wiring diagram. Cable trays and/or any conduit must be of the maximum size allowable and be of sufficient size that there is a minimum of 45% clear space within the conduits after fitting of all cables and fluid lines.

5.14. Vessel Design

The vessel shall be of monohull configuration with an enclosed cabin and open foredeck. The vessel shall be powered by one 200HP 4-stroke outboard motor. The vessel shall be of plate aluminium construction.

The vessel shall be delivered with a manufacturer's plate indicating the maximum engine horsepower, and allowable number of persons and a Hull Identification Number, which shall also be stamped into the hull in a visible location.

5.14.1. Hull Material

The hull, deck, topsides and cabin shall be constructed using marine grade aluminium plate. All aluminium used in the construction shall comply with the relevant Standards

Association of Australian Codes for Aluminium Boat Building practices and standards regarding aluminium ship construction and material grades.

The Supplier shall provide evidence to Gippsland Ports certifying the standard of aluminium plate used in the construction of the vessel.

Welding shall comply with the relevant National and State welding standards and practices. Welders shall hold endorsement from Transport Safety Victoria as Survey Standard welders for Aluminium Ship construction. Australian Standard AS 1665 applies to the welding procedures to be adopted during the construction of the vessel as the minimum standard acceptable.

5.14.2. Vessel Dimensions

Concept drawings of the preferred layout and proposed vessel dimensions are attached in Appendix C.

Hull length: approximately 7.5 metres
Beam: approximately 3 metres

5.14.3. Performance

Cruise speed of vessel fully loaded (vessel with engine and fitted equipment (as specified), full tanks, and carrying 4 persons @100Kg pp)
- greater than 20 knots

5.14.4. Engine

A single Yamaha 200HP four-stroke outboard motor shall be supplied and installed. The outboard motor shall be fitted with electronic control systems.

5.14.5. Fuel Tank Capacity

Fuel capacity shall be a minimum of 300 litres. The total fuel capacity shall be confirmed on the first fill where the fuel tank shall be completely filled and the fuel gauge calibrated.

5.15. Construction

The vessel construction shall be in accordance with the requirements of Transport Safety Victoria requirements, the Australian Standards, and the NSCV/USL Code.

All materials used in construction of the vessel (aluminium plate, stainless steel, extrusions, etc) shall be of a grade suitable for the marine environment. Particular grades shall be identified on the drawings.

5.15.1. Stainless Fittings and Fastenings

All stainless steel tubing and fastenings used shall be marine grade 316 stainless steel. Stainless steel grade 304 fastenings will not be accepted.

All bolted fastenings are to be sealed with TEF Gel and insulating plastic washers.

All threaded fixings (nuts and bolts) shall be protected using an approved anti seize compound (anodically compatible).

All fittings, catches, hardware, switches etc. shall be of high quality, designed for marine applications.

5.15.2. Finish

All welds shall be of the highest quality. Where required by Gippsland Ports, suspect or below standard welds will require removing and re-welding to a professional, smooth and consistent standard. Finish grinding may be ordered at the Supplier's cost. Unless necessary for strength or structural reasons, all welds shall be single runs with a uniform pattern finish. All weld run starts and stops shall be neatly ground to a consistent finish. Uneven, un-professional welding will not be accepted.

All edges, holes, and exposed ends shall be deburred and rounded off to the satisfaction of Gippsland Ports.

At completion of fabrication all metal parts shall be acid washed and rinsed using fresh water to remove all welding products.

5.15.3. Painting

Before painting or powder coating all grind marks, holes, uneven surfaces and shall be suitably filled, sanded and orbital finish sanded to provide a smooth and consistent finish.

The hull shall be unpainted.

Below the waterline an antifoul system shall be applied. All coatings to be in accordance with manufacturers specifications.

Decals shall be used as opposed to painting for any signage applied to any aluminium surface.

The vessel registration numbers shall be placed on both sides of the hull in 200mm black letters.

5.16. Hull

5.16.1. Hull Configuration

The hull shall be a shallow-draught, vee-nose configuration, with both port and starboard sides to have removable sections of length 3 to 4 metres, from deck level to gunwale.

The deck area shall be self-draining through scuppers constructed in the stern to limit the ingress of water, and when the vessel is at rest the water will drain from the deck area aft through the scuppers. The deck shall be fixed so that when the crew and passengers are standing at the aft end of the cockpit in normal conditions, water does not enter the scuppers. The scuppers shall have welded bars affixed to the inside to prevent any items accidentally exiting the vessel through the scupper outlets. The scuppers shall have means to prevent water entering the vessel when reversing.

Anodes (two) shall be mounted on the transom in locations that are readily accessible and mounted on brackets off the hull.

5.16.2. Foredeck

An enclosed compartment shall be made in the bow of the vessel for stowage of anchor and mooring tackle. The stowage area shall be lined with heavy-duty rubber matting.

5.16.3. Decks

The deck, tops of gunwales, foredeck and any areas that will be walked on during vessel use shall be constructed from aluminium chequer plate. The chequer plate shall be unpainted.

5.17. Cabin

The cabin shall be fully enclosed. Head room inside the cabin shall be minimum 2.0 metres. The cabin shall be fitted with suitable LED lighting for night time use.

The windscreen shall be toughened glass with a heavy duty windscreen wiper fitted forward of helm seating position. Side windows on each side of the cabin shall be sliding type constructed of toughened glass.

The cabin shall incorporate a helm position with wheel, engine controls and instruments. Bench seating for three passengers is to be provided in the cabin. Seats shall be fitted with vinyl covered foam cushions (colour: dark grey).

The wheel shall be mounted at sufficient height to provide good control and vision while standing. Cabin dashboard layout, finished shape, angles, and the exact positioning of equipment, steering wheel and seats will be finalised in consultation with Gippsland Ports.

All horizontal surfaces of the dashboard are to have a lip or rail edge of at least 25mm height to restrain objects on these surfaces when underway.

An overhead console shall be installed above the helm position. The overhead console will be used to house one VHF radio.

Hatch/s shall be supplied and fitted to the cabin to aid servicing of the internal wiring, radios and the rear of the switch panels.

Grab rails are to be fitted throughout the vessel to ensure safe movement throughout the vessel as required at the discretion of Gippsland Ports.

5.18. Instruments and Gauges

A high quality flush mounted, illuminated, internally compensated, liquid damped compass shall be fitted on the dashboard at the helm position. The compass will be fitted with a sun protecting cover. The compass shall be swung by an accredited compass adjuster and a Compass Card for the vessel supplied.

5.19. Hydraulic Steering

Heavy-duty hydraulic steering system and stainless steel steering wheel shall be supplied and fitted.

Steering tubing must be enclosed in a separate channel to the cables, looms and electrical wiring.

The motors shall be capable of being fixed in a fore and aft line to permit emergency steering.

The brand and model of hydraulic steering offered shall be nominated in the tender.

5.20. Fuel System

5.20.1. Fuel Tank

The construction and fittings of the tank shall comply with the requirements of Survey, NSCV/USL Code and the Australian Standards.

The fuel filler shall be suitably positioned to allow a complete fill at rest without blow back or air locks developing.

5.20.2. Fuel System Labelling

All tanks pipes and valves shall be clearly and permanently labelled with engraved labels identifying their function. Dymo or similar labelling will not be accepted.

5.20.3. Emergency Shut-Off

Emergency fuel shut-off ball valves shall be situated between the fuel tank and the engine. The valve handles or suitable ring and pull wire shall be easily accessible and controlled from deck. Stainless Steel handles and valves to be fitted and to be suitably labelled and easily accessible. Secondary stainless steel fuel valves shall be located in the engine well/pod area to allow for the ability to seal the filling point during refuelling to prevent fuel spills.

5.21. Electrical System

The 12 volt electrical installation shall be in accordance with the requirements of Transport Safety Victoria. All Electrical equipment shall, within practical limits be placed as to have a minimum effect on the magnetic compass.

Aerial feeder cables associated with radio or navigational equipment shall not be bundled together with any other cables and shall be separate as far as practicable from any other electrical cable.

Where electrical cables are run behind linings, they shall be arranged in such a manner that access to the cables may be achieved with minimum disturbance of the linings.

All electrical connections and functions shall be designed and arranged to prevent the ingress of water. Large cable conduits or cable trays shall be used for all wiring and control cables to enable ease of replacement. All electrical wiring shall be tin coated and double insulated. All wiring shall be finished in a neat, tidy and professional manner to the satisfaction of Gippsland Ports.

5.21.1. Batteries

Engine manufacturer's specifications relating to the charging of batteries in multiple engine and battery installations must be strictly adhered to.

An on-board battery charger shall be installed with a suitable socket for connection to on-shore electricity supply.

5.21.2. Batteries - Engine Starting

A main starting battery shall be supplied and installed for the outboard motor. The battery shall be a 12 volt heavy duty marine grade.

5.21.3. Battery – House

A separate house battery shall be installed. The battery shall be 12 volt heavy duty marine grade.

5.21.4. Battery – Crane

A separate battery for the crane shall be installed. The battery shall be 12 volt heavy duty marine grade.

5.21.5. Switchboards and Circuit Breakers

Switchboards and Circuit Breakers shall meet the requirements of Transport Safety Victoria.

Individual Switch / Circuit breakers shall be fitted for the automatic protection of all main and sub-distribution circuits. Main load circuit breakers shall be mounted in a weather tight compartment and suitably labelled. Each circuit breaker shall be the correct amperage as stated in the individual piece of equipments operating/installation manual.

The switch / circuit breaker panel shall be of a waterproof type and located inside the cabin and suitably labelled using the manufacturers labelling system. Dymo or equivalent labelling will not be accepted.

Easy access shall be provided to the front and rear of all switch panel and distribution boards, which shall be effectively protected, against the environment, accidental contact by the crew or passengers and any equipment stowed in the same compartment.

5.21.6. Navigation Lights

Individual Port, Starboard, Mast, Stern, Towing and Anchor lights separately switched, are to be fitted to the cabin roof. A separately controlled and protected sub-circuit from the main board shall supply the navigation lights.

Navigation lights shall be LED where NSCV/USL Code compliant and shall be of watertight construction.

5.21.7. Lighting

Floodlights to illuminate the forward and rear decks are to be fitted to the cabin roof. Interior cabin lights shall be installed, including red cabin lights for night use.

5.21.8. Power Outlets – 12 Volt

All power outlets fitted shall be able to prevent water or spray entry. Two USB outlets to be installed on the dashboard.

5.22. Navigation Equipment

All navigation electronics shall be positioned to the satisfaction of Gippsland Ports.

A sounder/chart plotter unit (Furuno NavNet 3D MFD8 with 520-IHD 600w in-hull transducer) shall be supplied and fitted.

Special consideration as to the positioning of the depth sounder through hull transducer shall be made. The sounder must be able to be usable and provide a clear reading at maximum speed.

5.23. Radio Equipment

One VHF radio and aerial will be supplied by Gippsland Ports. The Supplier shall install the radio in the overhead console.

5.24. Anchor and Cable

The Supplier shall supply an anchor, chain and rope to comply with 2D Survey requirements.

The anchor cable shall be securely attached to a strong point on the hull in the bow anchor locker.

5.25. Crane

A Fassi Micro M10AFM.12 Marine crane or similar crane shall be supplied and installed in location shown on the drawings. The crane shall be marinised and hydraulic lines shall be wrapped with protective tape. The crane controls shall be fitted with a lockable, removable cover. A heavy duty canvas cover with tie down straps shall be supplied for the crane.

5.26. Mooring Bollards

Five (5) mooring bollards (minimum 180mm long) are to be installed during construction. These bollards are to be installed on the gunwales and located in each rear corner (2), forward each side (2) and bow (1). Reinforcing plates are to be installed under the gunwales at the location of each mooring bollard.

5.27. Handrails

Aluminium handrails and grips shall be provided in all working spaces and in areas where the crew have to stand or traverse in a seaway.

All changes in direction of handrails shall be achieved using radiused bends.

Suitable aluminium grab rails are also to be positioned along the dash area.

Additional handrails requested by Gippsland Ports will be paid at the appropriate unit rate submitted in Attachment B – Schedule of Unit Prices.

5.28. Safety Equipment

The following equipment shall be supplied. Neat and secure stowage shall be provided for the safety equipment and all equipment must be supplied in a ready to use condition.

- 1 X First Aid Kit to comply with 2D Survey requirements.
- 1 X Flare container with inshore flare kit.
- 1 X stainless steel bucket with 3 metre lanyard.
- 5 x life jackets (Crewfit 165 Sport Automatic, with red sensor light (AS4758)). Stored in cabin.
- Hand held fire extinguisher/s to suit fuel capacity and survey requirements. Fire extinguisher is to be mounted inside cabin to reduce corrosion.

5.29. Tests and Sea Trials

On completion of the vessel the following tests and trials shall be carried out. Tests are to be at full load capacity. The Supplier shall be responsible for organising the satisfactory completion of tests and trials and shall meet all expenses incurred by the tests and trials. Sea trials shall take place at a place to be decided between the Supplier and Gippsland Ports. The vessel must be complete in every respect prior to formal sea-trials. The Supplier shall document the results of all tests and trials.

The vessel's engine shall be run in at speeds recommended by the engine manufacturer. The engine shall not be taken to maximum revolutions before the time specified by the engine manufacturer. The engine rpm under full load is to be at the satisfaction of the engine manufacturer.

Transport of the Vessel for trialling purposes is the responsibility of the Supplier.

The following tests and trials shall be completed and the results documented:

- Testing of all services and equipment.
- Testing of all machinery
- Electrical testing including insulation test
- Electronic Navigation and Instrument testing

5.30. Compass Adjustment

The magnetic steering compass shall be swung, adjusted, and a deviation table prepared by a qualified compass adjuster. A deviation card shall be supplied. The compass swing must be completed by the Supplier prior to delivery of the vessel.

5.31. Trials Report

The Trials Report shall be presented in book form. It shall contain complete records of all data recorded on the tests, trials and sea-trials and also the result of any subsequent computations from these recordings. The book shall be supplied to Gippsland Ports before final acceptance of the vessel. The format of the reports and tables shall be prepared in consultation with Gippsland Ports. The provision of the trials report is aligned to the final 10% payment.

5.32. Defects and Warranty

Any defects of hull structure, outfitting, machinery or equipment appearing during any trial shall be corrected by the Supplier prior to hand over. Any item repaired is to be warranted as new with the warranty period to commence from date of repair.

Any defects due to faulty material, vessels equipment and/or workmanship detected over a minimum 52-week period commencing at the date of acceptance of the vessels shall be corrected by the Supplier at no additional cost to Gippsland Ports. All costs relating to travel, accommodation, car hire and any other associated costs relating to the warranty defect repairs are to be met by the Supplier.

The Supplier must rectify any defect that contravenes any Transport Safety Victoria Legislative requirements for the Class 2D Survey, or, causes the vessel to be out of service, within 7 days of notification, subject to the availability of parts or access to the vessel. Other defects must be rectified within 28 days subject to availability of parts and access to the vessel.

It shall be the responsibility of the Supplier to coordinate, provide travel costs and any other requirement needed for any associated supplier, provider or sub-contractor or other persons to effect repairs to the Vessel under the terms of warranty.

Fourteen days prior to the end of the 52 weeks Defects Liability Period, the vessel will be inspected by Gippsland Ports and any necessary warranty repairs shall be undertaken by the Supplier.

The manufacturer's standard form of warranty shall apply to outboard motors, machinery, electrical equipment, appliances and all other equipment installed on the Vessel that are not proprietary or constructed by the Supplier. The Supplier shall provide purchase details and appropriate documentation, for the purposes of warranty claims against these items.

5.33. Stability Testing

5.33.1. Inclining Experiment

The vessel, when completed and fully equipped, shall be subjected by the Supplier to an inclining experiment to confirm the vessel, lightship weight and its metacentric height in the vertical plane.

5.33.2. Stability Booklet

Two copies of the stability booklet shall be provided for the vessel, which contains the following information:

- Principal dimensions of the vessel
- The Inclining Experiment Report

The following loading limitations and working conditions:

- The maximum number of persons the vessel can carry in smooth and partially smooth waters, notwithstanding the unavailability of safety equipment.

The provision of the Stability Booklets is aligned to the final 10% payment.

5.33.3. Stability Criteria

The Supplier shall provide evidence the vessel in all seagoing conditions meets the stability criteria of the NSCV/USL Code for Class 2D vessels carrying eight persons, full equipped.

5.34. Vessel Manuals

All vessel's manuals and Safety Management Systems as required by the Australian Maritime Safety Authority shall be supplied to Gippsland Ports including, but not limited to:

Certificate of Survey
Stability Book
Maintenance and Service Manuals for equipment

These manuals shall meet all requirements of the NSCV Section 5 Part E 'Operational Practices'.

5.35. Delivery

The vessel and trailer shall be supplied completely fitted out in accordance with this document.

The vessel and trailer shall be delivered to Gippsland Ports, Lakes Entrance Depot, Bullock Island Road, Lakes Entrance.

5.36. Trailer

An aluminium, tri-axle trailer shall be supplied and delivered with the vessel. The trailer shall be of heavy duty construction, with appropriate load capacity for the vessel. The trailer shall be delivered with current Victorian registration. The trailer shall be configured for drive-on drive-off vessel launching and retrieving.

Appendix A

Summary of Work Vessel Requirements

Hull	monohull – shallow-draft vee-nose configuration
	Approximately 7.5m length overall
	Approximately 3.0m beam
	Vessel in current AMSA Class 2D survey
	Heavy duty marine aluminium hull construction – (minimum plate thickness – bottom 6mm plate, sides 5mm plate, cabin 4mm plate, deck 4mm chequer plate)
	Heavy duty side rubbing strips/fendering port and starboard sides. One strip along top of cabin on port and starboard sides for full length of cabin.
	Heavy duty gunwale rub strips (both sides and continuous around bow)
	Self-draining deck through scuppers in transom
	Reinforced deck stringers to carry cargo
	Flotation foam in hull and sides for positive buoyancy as per 2D Survey requirements
	Heavy duty transom construction
	Removable port and starboard sides of hull. Removable sections to be 3 – 4m length. Lifting points to be fitted to each section.
	Anchor storage locker at bow
	Outboard motor protection rail around stern
	Anti-foul paint system to be applied to hull below waterline
	Anodes to be fitted to hull at transom below water line
Cabin	Fully enclosed cabin
	Internal roof height minimum 2.0m
	Sliding doors port and starboard sides
	Two or three section windscreen to survey standard
	Fall arrest harness anchor bracket on roof
	External grab rails along both sides and rear of cabin roof
	Internal grab rails across front and both sides inside cabin

	1 x bucket seat (adjustable/sliding) mounted on storage box base at helm (cushion colour: dark grey)
	Fold down type bench seat for 3 persons
	Cushions vinyl covered foam (colour: dark grey)
	100 litre potable water tank plus 12V pressure system with tap near transom
Hardware	Heavy duty aluminium Fairlead with roller at bow
	Removeable ladder for accessing cabin roof
	Removeable fall arrest anchor post fitted to socket on cabin roof
	Forward central cross bollard, 180 mm minimum
	2 x 180mm (minimum) bollards forward port and starboard gunwales (reinforced aluminium plate under gunwales)
	2 x 180mm (minimum) bollards rear port and starboard gunwales (reinforced aluminium plate under gunwales)
Deck Railing	Tie down rails along full length of both gunwales
	Bow and Stern rails to 2D Survey
Outboard Motor	1 x 200hp Yamaha four-stroke outboard motor with electronic controls
	Stainless steel propellor
	Outboard motor well to have deep enough recess or pod to trim outboard above keel
Fuel System	1 tank of 300 litres capacity with access panel to allow removal of tank from hull
	Tank filler to be 50mm minimum diameter with sealable screw top
	Racor fuel filters with clear water trap for outboard
Steering system	Steering wheel shall be mounted to allow operation from sitting or standing position
	Hydraulic ram system installed to manufacturers specifications
Electrical systems	Overall Power Audit to ensure power drain does not exceed charging capacity of outboard and charging rates for batteries
	12 volt system
	All electrical circuits to be fitted with fuses or circuit breakers
	All switches to be clearly labelled

	Batteries to have isolation switches that enable cross-switching between batteries
	Battery condition test switches
	Batteries to be enclosed and strapped down in ventilated compartments
Lighting	All lights to be LED type
	Navigation lights to 2D Survey
	2 x Cabin lights
Instrumentation	Compass to 2D Survey
	Gauges as specified by outboard motor manufacturer
	Simrad NSS9 sounder/GPS with standard transducer to be installed
Electronics	VHF Radio and aerial (Gippsland Ports will supply radio and aerial, Contractor to install) Aerial to be installed on cabin roof
Safety Gear (to comply with 2D Survey requirements)	5 life jackets stored in cabin. Crewfit 165 Sport Automatic with red light (to comply with AS4758)
	Life ring bracket on cabin (life ring will be supplied by Gippsland Ports)
	Fire extinguisher/s mounted in cabin
	Automatic electric bilge pump in with manual backup and buzzer/indicator light
	1 x stainless steel bailing bucket with 3 metre lanyard
	1 x first aid kit
Anchor & Rope	Anchor, chain and rope to 2D Survey
Crane	FASSI Micro M10AFM.12 Marine or similar mounted to deck. Crane to be marinized and have remote control unit. All hydraulic pipes and fittings to be stainless steel and wrapped in protective tape
	Separate battery and battery box for crane
	Heavy duty canvas cover for crane, with fasteners/tie downs
Trailer	Tri axle aluminium
	Tyres (including 2 spares) heavy duty rating
	Bearing buddies fitted to each wheel

	Trailer brake system – hydraulic with stainless steel brake disks and lines. Brake actuator – AL-KO-iQ7
	Heavy duty jockey stand
	Boat tie-down points – 2 on rear of trailer, 1 on winch post
	Tie downs to be supplied with trailer: Ratchet straps for rear rated to full loaded weight of vessel. At winch post ratchet load binder for tie down and safety chain mounted on winch post. No winch required
	75mm ball hitch
	Current Victorian registration
Warranties	Warranties to be supplied for hull, motors, trailer, crane, electronics. Warranty details to be supplied with tender

Appendix B

Part A

Annexure to the Joint Australian/New Zealand Standard
General conditions of contract for the supply of equipment without installation
AS/NZS 4911:2003

This Annexure shall be completed and issued as part of the tender documents and, subject to any amendments to be incorporated into the *Contract*, is to be attached to these General Conditions and shall be read as part of the *Contract*.

Item

1 *Purchaser*
(clause 1) GIPPSLAND PORTS COMMITTEE OF MANAGEMENT
INCORPORATED

ACN ABN 98 943 634 870

2 *Purchaser's address* PO Box 388, Bairnsdale Victoria 3875

Phone 03 5150 0500 Fax 03 5150 0501

3 *Supplier*
(clause 1)

ACN ABN

4 *Supplier's address*

Phone Fax

5 Stated purpose for the *Equipment*
(clause 1—definition
of *acceptable*)

- †6 a) *Date for delivery*
(clause 1 and subclause 19.1)
- OR
- b) *Period of time for delivery*
(clause 1 and subclause 19.1) As per Tender
- 7 *Delivery place*
(clause 1 and subclause 19.1)
- Site/premises Lakes Entrance Depot, Bullock Island Road, Lakes Entrance
- Place/section _____
- Mode of *delivery*
(subclause 19.1) Delivery based on satisfactory acceptance testing
- 9 Governing law
(page 4, clause 1(h)) _____
If nothing stated, that of the jurisdiction where the *delivery place* is located
- 10 a) Currency
(page 4, clause 1(g)) _____
If nothing stated, that of the jurisdiction where the *delivery place* is located
- b) Place for payments
(page 4, clause 1(g)) _____
If nothing stated, the *Purchaser's* address
- c) Place of business of bank
(page 3, clause 1(d) —
definition of *security*) Purchaser's Bank
If nothing stated, the place nearest the *Purchaser's* address
- 11 Limits of quantities to be supplied
and *delivered*
(clause 2.2)
- Upper Limit _____
Lower Limit _____
- †12 *Supplier's security*
- a) Form
(clause 3) Retention
- b) Amount or maximum
percentage of *contract sum*
(clause 3) \$ _____ OR 5 % of the *contract sum*
If nothing stated, 5% of the *contract sum*
- c) If retention moneys, percentage
to be retained from payment of
each invoice
(clause 3 and subclause 24.1) _____ 10 %, until the limit in *Item 12(b)*
If nothing stated, 10%, until the limit in *Item 12(b)*
- d) Time for provision (except
for retention moneys)
(clause 3) within _____ days after *date of acceptance of tender*
If nothing stated, 28 days

- e) Additional security for Equipment not delivered (subclauses 3.4 and 24.2) Nil \$
- f) Supplier's security upon acceptance is reduced by (subclause 3.4) % of amount held
If nothing stated, 50% of amount held

†13 Purchaser's security

- a) Form (clause 3) N/A
- b) Amount or maximum percentage of contract sum (clause 3)
If nothing stated, nil
- c) Time for provision (clause 3) within N/A days after date of acceptance of tender
If nothing stated, 28 days
- d) Purchaser's security upon acceptance is reduce by (subclauase 3.4) N/A % of amount held
If nothing stated, 50% of amount held

14 Purchaser-supplied documents (subclause 6.2)

Document	No. of copies
1 .....	.....
2 .....	.....
3 .....	.....
	If nothing stated, 5 copies

15 Supplier-supplied documents (subclause 6.3)

Document	No. of copies
1 <u>Technical Specification</u> .....	..... 1
2 <u>Certificate of Survey and Stability Book</u> .....	..... 1
3 <u>Detailed Drawings/Schematics</u> .....	..... 1
4 <u>Operation & Maintenace Manuals</u> .....	..... 1
5 <u>Spare Parts List</u> .....	..... 1
6 <u>All Guarantees & Warranties</u> .....	..... 1
7 <u>Test Reports, All Certificates & Approvals</u> .....	..... 1
	If nothing stated, 5 copies

16 Time for Purchaser's direction about documents (subclause 6.3(c))

..... days
If nothing stated, 14 days

- 17 Subcontract work requiring approval (subclause 7.2) ALL
.....
.....
.....
.....
.....
.....
- 18 *Legislative requirements, those excepted* (subclause 10.1) NIL
.....
.....
- 19 *Reference date* (clause 1, subclause 10.2(b))
If nothing stated, then the 14th day prior to closing of tenders
- 20 Time by which insurance cover for the *Equipment* is to be effected (subclause 13.1)
If nothing stated, then before the *Supplier* commences performance of the *Contract*
- 21 Public and product liability insurance (subclause 13.2)
 - a) Is public liability insurance required? ~~No~~ / *Yes
If neither crossed out, public liability insurance is not required
 - b) If yes to (a), level of cover required
..... \$
If nothing stated, \$10 000 000
 - c) Period for which public liability insurance cover is required
If nothing stated, for the duration of the *Contract*
 - d) Is product liability insurance required? ~~No~~ / *Yes
If neither crossed out, product liability insurance is not required
 - e) If yes to (d), level of cover required
..... \$ 10,000,000
If nothing stated, \$10 000 000
 - f) Period for which product liability insurance cover is required
For the duration of the *Contract* and thereafter for years
If nothing stated, for six years

- 22 *Qualifying cause of delay*, causes of delay for which *EOTs* will not be granted (page 3, subparagraph (b)(iii) of clause 1 and subclause 17.2) Delays in the procurement of materials and components.....

- †23 Liquidated damages, rate (subclause 17.5) per day \$ per day

- †24 Delay damages
 - a) other *compensable causes* (page 1, paragraph (b) of clause 1 and subclause 17.6) NIL

 - b) rate (subclause 17.6) NIL..... per day \$ per day

- 25 Date for completion of *acceptance testing* (subclauses 18.1 and 21.1)
If nothing stated, 28 days after *delivery*

- 26 Party responsible for unloading the *Equipment* (subclauses 19.1)
If nothing stated, the *Supplier*

- 27 When risk in the *Equipment* passes (subclause 20.1)
If nothing stated, risk in the *Equipment* shall pass on the later of *delivery*, *acceptance* or passing of ownership in accordance with subclause 20.2

- 28 Time Item

Time at which ownership of the
Equipment passes to the *Purchaser*
(subclause 20.2)

.....

If no time or times stated, upon the date of payment under clause 24 for that item
of *Equipment*

29 Period for *Purchaser's* notice
that *Equipment* is acceptable
or rejected
(subclause 21.1)

..... **14** days
If nothing stated, 7 days

30 Period for *Purchaser's* notice
accepting or rejecting *Supplier's*
proposal
(subclause 21.4)

..... **14** days
If nothing stated, 7 days

31 *Defects liability period*
(clause 22)

.....
If nothing stated, 12 months

32 Invoice
(subclause 24.1)

a) Time for invoices day of each month

OR

b) Milestones for the rendering of
invoices

Milestone	Amount
At Milestones to be agreed with Supplier	85%
On provision of all documentation specified	10%
On completion of Defects Liability Period	5%
.....

33	Period for payment (subclause 24.1)	----- <u>30</u> ----- days If nothing stated, 14 days
34	<i>Equipment</i> for which prepayment may be claimed (subclause 24.2)	<u>As nominated by Supplier</u> ----- ----- ----- -----
35	Interest rate on overdue payments (subclause 24.5)	----- <u>5%</u> ----- % per annum If nothing stated, 18% per annum
36	Arbitration (subclause 28.3)	
A1 |	a) Person to nominate an arbitrator	----- ----- ----- If no-one stated, then where the place stated in <i>Item 9</i> is: i) in New Zealand, the President of the Institution of Professional Engineers New Zealand; or ii) elsewhere, the President of the Institute of Arbitrators & Mediators Australia
A1 |	b) Rules for arbitration	----- ----- ----- If nothing stated: i) rules 5–18 of the Rules of The Institute of Arbitrators & Mediators Australia for the Conduct of Commercial Arbitrations; or ii) if one or more of the parties are nationals of and habitually resident in, incorporated in, or where the central management and control is exercised in, different countries as between the parties, then the UNCITRAL Arbitration Rules shall apply and the appointing authority shall be the person provided in <i>Item 36(c)</i>
A1 |	c) Appointing Authority under UNCITRAL Arbitration Rules	----- If no-one stated, the President of the Institute of Arbitrators & Mediators Australia
‡37	The <i>Supplier's</i> liability is limited as follows (clause 29)	
	The respective limits apply to the sum of the respective claims and not to each claim.	
	a) for claims in respect of or arising out of death or personal injury:	Unlimited

b) for loss of rents, income (other than arising out of death or personal injury) and the opportunity to earn profits and indirect and consequential loss \$
If nothing stated, then \$1

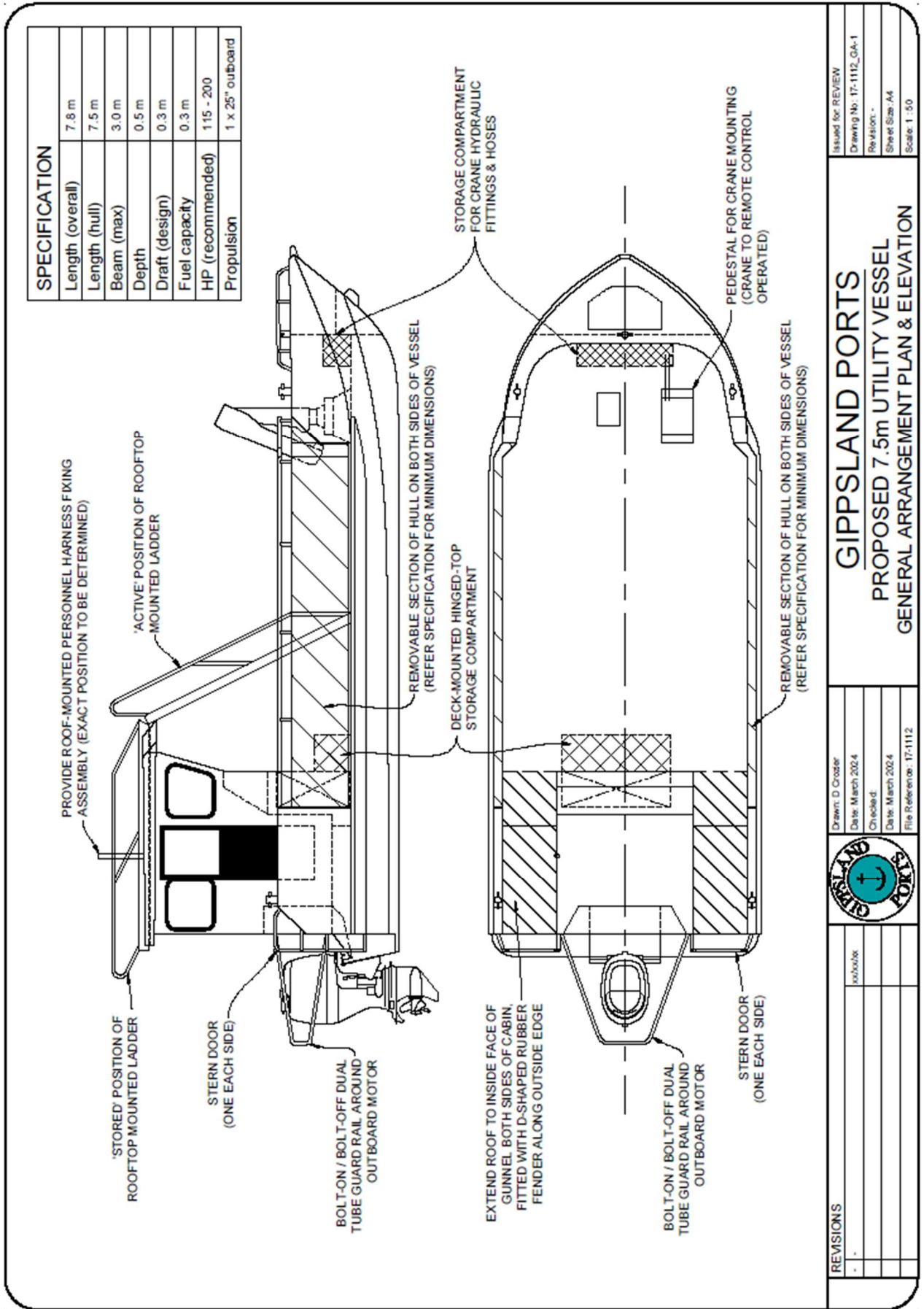
c) for all other claims whatsoever \$
If nothing stated, the *contract sum* as adjusted pursuant to the *Contract*

‡38 The *Purchaser's* liability is limited as follows \$
(clause 29) If nothing stated, the *contract sum* as adjusted pursuant to the *Contract*

Appendix C

Drawing

Proposed 7.5m Utility Vessel – General Arrangement and Elevation



SPECIFICATION	
Length (overall)	7.8 m
Length (hull)	7.5 m
Beam (max)	3.0 m
Depth	0.5 m
Draft (design)	0.3 m
Fuel capacity	0.3 m
HP (recommended)	115 - 200
Propulsion	1 x 25" outboard

Issued for REVIEW
Drawing No: 17-1112_GA-1
Revision: -
Sheet Size: A4
Scale: 1:50

GIPPSLAND PORTS
PROPOSED 7.5m UTILITY VESSEL
GENERAL ARRANGEMENT PLAN & ELEVATION

Drawn: D Crocker
Date: March 2024
Checked:
Date: March 2024
File Reference: 17-1112



REVISIONS	NO/DATE
-	
-	

Attachment A

GIPPSLAND PORTS
CONTRACT No. 8710 for the
DESIGN, CONSTRUCTION AND DELIVERY OF
MONOHULL ALUMINIUM WORK VESSEL
TENDER FORM

<i>Item</i>	<i>Description</i>	<i>Unit</i>	<i>Amount</i>
1	The design, construction, testing, supply and delivery of monohull aluminium work vessel	Lump sum	
2	Supply, install, testing and commissioning of one outboard motor as specified	Lump sum	
3	Supply and delivery of trailer as specified	Lump sum	
4	Supply, installation, testing and commissioning of sounder/GPS unit as specified	Lump sum	
TOTAL			
GST Amount			
TOTAL AMOUNT OF TENDER			

The Tenderer offers to carry out the works under the Contract in accordance with the Contract Referred to in the Tender Document and Specification for the amount set out in this tender and guarantee to complete the works of the contract up to and including delivery within the time period from contract award, nominated below.

Time to complete design, construction and delivery weeks
--	-------------

The Tenderer warrants that all information contained in this Tender is accurate and complete. The Tenderer warrants that it has not, in this Tender or as part of the tender process, provided inaccurate or misleading information to the Purchaser or representatives of the Purchaser. The Tenderer warrants that it has read the Tender Documents, fully understands the Tender Documents and has fully acquainted itself with all matters relating to the proposed contract.

The Tenderer acknowledges that it is bound by the Conditions of Tender and that this offer cannot be revoked except in accordance with the Condition of Tender.

The person executing this Tender on behalf of the Tenderer warrants that he or she is authorised by the Tenderer to execute the Tender and in so executing the Tender the Tenderer is bound by it.

TENDER AUTHORISATION AND TENDER DETAILS

Name of Tenderer:

(ABN No).....

Signature of Tenderer: Date:.....

(Print name and position)

Signature of Witness:

(Print name and position)

Tenderers Address:
.....
.....

Telephone:

Email:

TO BE SUBMITTED WITH TENDER

Attachment B

CONTRACT No. 8710

for the

**DESIGN, CONSTRUCTION AND DELIVERY OF
MONOHULL ALUMINIUM WORK VESSEL**

SCHEDULE OF UNIT PRICES

Name of Tenderer:

Signed:.....

Tenderers are to complete the following table with details on prices for scheduled servicing costs

Item	Description	Frequency	Cost
1	Outboard motor servicing in accordance with manufacturers specifications		
2	Additional handrail	Per metre	

TO BE SUBMITTED WITH TENDER

Attachment C**CONTRACT No. 8710**

for the

**DESIGN, CONSTRUCTION AND DELIVERY OF
MONOHULL ALUMINIUM WORK VESSEL*****DETAILS OF CURRENT AND PREVIOUS SIMILAR VESSELS*****Name of Tenderer:****Signed:**

CLIENT, COMPANY & CONTACT PERSON	VALUE	COMPLETION DATE	BRIEF DESCRIPTION OF VESSELS
CURRENT VESSELS			
PREVIOUS VESSELS (Last 5 years)			

Note:

The above details shall contain the following information:

- (1) A list of current vessels, their value and expected completion dates.
- (2) A list of vessels of a similar nature performed by the Tenderer during the previous five years.

TO BE SUBMITTED WITH TENDER

Attachment D**CONTRACT No. 8710**

for the

**DESIGN, CONSTRUCTION AND DELIVERY OF
MONOHULL ALUMINIUM WORK VESSEL****MANAGEMENT/SUPERVISORY PERSONNEL****Name of Tenderer:****Signed:**.....

DESIGNATION (QUALIFICATIONS AND EXPERIENCE)	NUMBERS	CONTRACT COMMITMENTS FULL TIME/PART TIME PERCENTAGE
1. ACCREDITED MARINE SURVEYOR		
2. PERMANENT SITE MANAGER/FOREMEN		
3. SITE SAFETY REPRESENTATIVE		
4 DESIGN CONSULTANTS		
5. OTHER		

Notes:

1. Marine Surveyor
To have principal responsibility for the project.
To be experienced and qualified person able to take general control of the project, visiting the site regularly.
To have responsibility for the establishment and administration of the quality assurance systems particular to the job.

2. Permanent Site Manager/Foreman
To be competent to direct the whole of the work force on site and shall be allocated wholly to the project and shall normally be resident on site throughout working hours.

3. Site Safety Representative
To be competent to administer all site safety requirements and be normally be resident on site throughout working hours.

TO BE SUBMITTED WITH TENDER

Attachment E

CONTRACT No. 8710

for the

**DESIGN, CONSTRUCTION AND DELIVERY OF
MONOHULL ALUMINIUM WORK VESSEL**

***SUB-CONTRACTORS AND MATERIALS SUPPLIERS INCLUDING DETAILS OF
INVOLVEMENT, EXPERIENCE AND INSURANCE***

Name of Tenderer:

Signed:

The Tenderer is to provide details of all sub-contractors proposed to be used on the Contract, including details of insurance and experience, to complete the works under the Contract in the space provided or otherwise attached to this Attachment.

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TO BE SUBMITTED WITH TENDER

Attachment F

CONTRACT No. 8710

for the

**DESIGN, CONSTRUCTION AND DELIVERY OF
MONOHULL ALUMINIUM WORK VESSEL**

OCCUPATIONAL HEALTH AND SAFETY MANAGEMENT DECLARATION

Name of Tenderer:

By signing below the Tenderer signifies that;

- they have read and understand their duties and responsibilities for the management of Occupation Health and Safety on the site.
- they understand their duties and responsibilities under the requirements of the Occupational Health and Safety Act 2004 and Occupational Health and Safety Regulations 2007.
- they are aware of Gippsland Ports role and responsibilities as Owner of the works.

Signed:..... **Date:**

TO BE SUBMITTED WITH TENDER

Attachment G

CONTRACT No. 8710

for the

**DESIGN, CONSTRUCTION AND DELIVERY OF
MONOHULL ALUMINIUM WORK VESSEL**

STATEMENT OF CONFORMANCE

Name of Tenderer :

The Tenderer is to signify whether or not its Tender conforms to the requirements of the Tender Documents by striking out below ** that which is not applicable.

The tender ****does/does not**** conform.

Should the Tender not conform to the requirements of the Tender Documents, the Tenderer shall list below all areas of non - conformance and the reasons for such non - conformance.

.....

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Signed: **Date:**

TO BE SUBMITTED WITH TENDER