



**SPECIFICATION FOR THE SUPPLY AND DELIVERY OF EXCAVATOR  
AND PILING ATTACHMENT**

**CONTRACT N° 8740**

**PROJECT MANAGER:** Carl Hodgkins, Ports Engineer, Gippsland Ports  
carlh@gippslandports.vic.gov.au  
ph (03) 5150 0500

# TABLE OF CONTENTS

<b>1</b>	<b>PRELIMINARIES</b> .....	<b>3</b>
1.1	Introduction.....	3
1.2	Tender Enquiries.....	3
1.3	Indicative Timetable.....	3
1.4	Tender Evaluation.....	3
<b>2</b>	<b>THE TENDER</b> .....	<b>4</b>
2.1	Documents to be submitted with the Tender.....	4
2.2	Tender submissions and Closing Date.....	4
2.3	Conditions of Tendering.....	4
<b>3</b>	<b>GENERAL AND ADMINISTRATIVE REQUIREMENTS</b> .....	<b>5</b>
3.1	Documents constituting the Contract.....	5
3.2	Payment details.....	5
3.3	Delivery location.....	5
<b>4</b>	<b>SPECIFICATION</b> .....	<b>6</b>
4.1	Excavator.....	6
4.2	Piling Attachment.....	6
<b>5</b>	<b>EXCAVATOR AND PILING ATTACHMENT AVAILABLE FOR TRADE-IN</b> .....	<b>7</b>
	Attachment A Annexure to AS4911.....	8
	Attachment B Form of Agreement.....	15
	Attachment C Tender Form.....	16
	Attachment D Statement of Conformance.....	17

# **1 PRELIMINARIES**

## **1.1 INTRODUCTION**

Gippsland Ports requires the supply and delivery of a new excavator of approximate 20 tonne operating weight, plus a piling attachment. The new excavator is to replace an existing Case CX210C excavator located at Lakes Entrance in East Gippsland Shire. Gippsland Ports uses the excavator and piling attachment for construction and maintenance activities on wharves, jetties, seawalls and navigation aids throughout the Port of Gippsland Lakes and other locations within Gippsland.

## **1.2 TENDER ENQUIRIES**

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

## **1.3 INDICATIVE TIMETABLE**

The following timetable is given as information by tenderers.

<b>Activity</b>	<b>Date</b>
Tender advertised	16 January 2025
Tenders close	12.00pm Friday 21 February 2025
Intended award of Contract	Late March 2025
Delivery of excavator and piling attachment	Tenderers to include proposed delivery date with tender

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.

## **1.4 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 (30%)
- Excavator delivery date nominated in tender (10%)

## **2 THE TENDER**

### **2.1 DOCUMENTS TO BE SUBMITTED WITH THE TENDER**

- Tender Form with Lump Sums excluding GST (Attachment B) filled in, including nominated delivery date.
- Statement of Conformance (Attachment C)
- Trade-in prices for existing Case CX210C excavator and piling attachment.
- Details of excavator and equipment to be supplied and delivered under the contract (provide brochures, etc).
- Details of any corrosion protection system that can be supplied and fitted to excavator
- Risk assessments for excavator and equipment.
- Details on warranties for excavator and equipment.
- Details of servicing intervals and indicative costs.

### **2.2 TENDER SUBMISSIONS AND CLOSING DATE**

Tenders must be received at the office of Gippsland Ports, 97 Main Street (P.O. Box 388) Bairnsdale, Victoria 3875 before **12.00 pm on the closing date, Friday 21 February 2025.**

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](mailto: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.

### **2.3 CONDITIONS OF TENDERING**

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

Gippsland Ports reserves the right not to accept the lowest tender or any tender in response to this specification.

Tenderers may submit multiple tenders or variations on a tender provided that each tender or tender variation is submitted as a Lump Sum figure.

Upon the acceptance of the tender, Gippsland Ports will notify the successful tenderer, who shall be required within 14 days to enter into a formal contract for the purchase of the excavator and equipment.

### **3 GENERAL AND ADMINISTRATIVE REQUIREMENTS**

#### **3.1 DOCUMENTS CONSTITUTING THE CONTRACT**

The Form of Agreement to be signed by both parties, which has been incorporated in this document (Attachment A).

General Conditions of Contract: *AS4911 General Conditions of Contract for Supply of Equipment Without Installation*

This document: *Specification for the Supply and Delivery of Excavator and Piling Attachment*

Tender documents submitted by the chosen supplier

Notice of Acceptance of Tender

#### **3.2 PAYMENT DETAILS**

Payment will be made within 28 days after receipt of a tax invoice, unless otherwise requested on the invoice.

No payment will be made unless all equipment invoiced have been delivered and received in good order and condition.

#### **3.3 DELIVERY LOCATION**

The excavator shall be delivered to Gippsland Ports' Bullock Island Depot, Bullock Island Road Lakes Entrance.

The supplier shall arrange delivery dates and times with the site manager as follows.

**Lakes Entrance:** Shayne Clarke, East Gippsland Manager, 03 5155 6900, 0429 018800,

[shaynec@gippslandports.vic.gov.au](mailto:shaynec@gippslandports.vic.gov.au)

## 4 SPECIFICATION

### 4.1 EXCAVATOR

**If any criteria listed below cannot be complied with, this must be identified in the tender.**

- Excavator of approximately 20 tonnes operating weight (excluding piling attachment)
- Cabin protection (ROPS & FOPS)
- Isolator/lock out on forward/reverse controls in cabin
- Steps, handrails, etc to provide safe access
- Quick hitch piping
- Piping and hydraulic flow rates to suit nominated piling attachment.
- Biodegradable hydraulic oil
- Hose burst protection valves on boom and arm
- Quick hitch
- Track roller guards
- Rotating beacon with mesh guard
- Fire extinguisher
- Operation and maintenance manuals (two sets) to be supplied
- Risk Assessment to be supplied
- Induction/training for plant operators, on site at Lakes Entrance
- Details of warranty to be supplied with tender
- Details of local servicing agents and costs and intervals of scheduled services

### 4.2 PILING ATTACHMENT

The piling attachment shall comply with the following requirements

- Vibratory type
- Unit maximum weight 1,000kg
- Top grab
- Static moment 4 – 5kgm
- Maximum push/pull force – up to 15,000kg
- Powered by excavator only (ie no external power pack)
- Controlled through excavator joysticks
- Jaws to suit sheet pile, round tubular piles, H-section piles
- Jaws to suit solid round timber piles with jaws opening range 270 to 340mm diameter

## **5 EXCAVATOR AND PILING ATTACHMENT AVAILABLE FOR TRADE-IN**

Gippsland Ports has a Case CX210C excavator and piling attachment available for trade-in. Photos of the excavator and piling attachment are available on request.

Inspection of the excavator and piling attachment can be arranged through the East Gippsland Manager (Shayne Clarke, mobile 0429 018800, Lakes Entrance).

Details of the excavator are as follows:

Make: Case

Model: CX210C

Year: 2014

Serial Number: NDSA11319

Hour meter reading: approximately 2,200 hours

Details of the piling attachment are as follows:

Make: Komatsu

Model: JLHV07

Year: 1998

Serial Number: 07H-0495K



# 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*)

.....  
.....  
.....  
.....





(clause 3)

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 Operation & maintenance manual	1
2 Spare parts list	1
3 .....	.....
4 .....	.....
5 .....	.....
6 .....	.....
7 .....	.....
	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 at which ownership of the *Equipment* passes to the *Purchaser* (subclause 20.2)
- | Time  | Item  |
|-------|-------|
| ----- | ----- |
| ----- | ----- |
| ----- | ----- |
| ----- | ----- |
| ----- | ----- |
| ----- | ----- |
| ----- | ----- |
| ----- | ----- |
| ----- | ----- |
| ----- | ----- |
- 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                 |
|--|------------------------|
| <u>Delivery of excavator and piling attachment</u> | ..... <u>95%</u> ..... |
| <u>On completion of Defects Liability Period</u>   | ..... <u>5%</u> .....  |
- 33 Period for payment (subclause 24.1) ..... 14 ..... days  
 If nothing stated, 14 days
- 34 *Equipment* for which prepayment may be claimed (subclause 24.2) ..... NIL .....
- 35 Interest rate on overdue payments (subclause 24.5) ..... 5% ..... % per annum  
 If nothing stated, 18% per annum
- 36 Arbitration (subclause 28.3)

a) Person to nominate an arbitrator

.....  
 .....

If no-one stated, then where the place stated in *Item 9* 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

A |

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 *Item 36(c)*

A |

c) Appointing Authority under UNCITRAL Arbitration Rules

.....  
 If no-one stated, the President of the Institute of Arbitrators & Mediators Australia

‡37 The *Supplier's* 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*



Formal Instrument of Agreement

**Contract No. 8740**

**AGREEMENT** made this                      day of                      2025

**BETWEEN** GIPPSLAND PORTS COMMITTEE OF MANAGEMENT INCORPORATED  
(The Principal) and .....(The Supplier)  
for the Supply and Delivery of Excavator and Piling Attachment.

**IT IS AGREED** that the following annexed documents listed below:

- AS 4911-2003 Supply of Equipment Without Installation
- Form of agreement incorporated in Annexure to AS4911-2003 Part A
- Specification for Supply and Delivery of Excavator and Piling Attachment.
- Suppliers Tender dated .....
- Gippsland Ports letter of acceptance dated .....

shall together comprise the contract between the parties AND if the Supplier or the Principal is two or more persons then they shall be bound jointly and severally.

Signed for the Supplier

Signed for the Principal

Name:.....

Name:.....

Position:.....

Position:.....

Signed:.....

Signed:.....

Witness:.....

Witness:.....



**CONTRACT 8740**

**TENDER FORM**

**Supply and delivery of Excavator and Piling Attachment**

<i>Item</i>	<i>Description</i>	<i>Amounts Excluding GST</i>
1	Supply and delivery of 20 tonne excavator to Lakes Entrance, including specified accessories	
2	Supply and delivery of Piling Attachment	
SUB-TOTAL		
Trade-in of excavator and piling attachment		
3	Case CX210C excavator trade-in price	
4	Komatsu JLHV07 piling attachment trade-in price	
Optional accessories for new excavator (attach separate list and details if necessary)		
5	Excavator corrosion protection system	

Nominated Delivery Timeline after Contract Award: .....

Name of Supplier: .....

Address of Supplier: .....

Contact phone number: .....

Contact email address: .....

Name of person signing: .....

Signed : .....Date:



**CONTRACT No. 8740**

for the

**SUPPLY AND DELIVERY OF EXCAVATOR AND PILING ATTACHMENT**

**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.

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

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

**TO BE SUBMITTED WITH TENDER**