



**TENDER DOCUMENTS & SPECIFICATION**  
**FOR**  
**LAKES ENTRANCE TRAINING WALLS REMEDIATION WORKS**

**CONTRACT N° 8760**

**TENDER CLOSING DATE AND TIME: 27 FEBRUARY 2025, 12.00 PM**

PROJECT MANAGER

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## 1 RFT PART A – CONDITIONS OF TENDERING

### 1.1 STRUCTURE OF THE RFT

**Part A – Conditions of Tendering** sets out the rules applying to the RFT documents and to the tendering process. These rules are deemed to be accepted by all Tenderers and by all persons having received or obtained the RFT.

**Part B – Proposed Contract** contains the terms and conditions in compliance with which the Principal desires the Works set out in Part C to be provided.

**Parts C & D – General and Administrative Requirements / Technical Specification** describes the Works in respect of which the Principal invites Tenders from interested persons, including various attachments.

**Part E – Tenderer's Response** specifies the information to be provided in a Tender submission and may also specify any information to be provided by a Tenderer by other means – and may include templates to be completed and included in the Tender submission.

### 1.2 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 PRINCIPAL

The Principal for the Contract is Gippsland Ports Committee of Management Inc.

### 1.4 SUPERINTENDENT

Upon acceptance of a Tender by the Principal, the Principal will appoint a Project Manager as the Superintendent of the Contract in accordance with requirements of the Contract Conditions.

### 1.5 INDICATIVE TENDER TIMETABLE

The following timetable is given as information for tenderers.

Activity	Indicative Date
Tender release	<b>22 January 2025</b>
Pre-Tender briefing	<b>11.00am, 30 January 2025</b>
Tender closing time	<b>12.00pm, 27 February 2025</b>
Intended contract award date	<b>22 April 2025</b>
Intended contract commencement date	<b>June 2025</b>

Note: This timetable is provided to give tenderers an indication of the timing of the tendering process. Gippsland Ports reserves the right to change these dates at its sole discretion.

### 1.6 PRE-TENDER BRIEFING

A pre-tender briefing will be held for this tender. The purpose of the briefing is to discuss the project requirements. Tenderer attendance at the briefing is a **COMPULSORY** pre-requisite to submitting a Tender. Prospective Tenderers must contact the Project Manager in writing and signify their intention to attend the briefing session, and the number of persons attending, by no later than 5:00pm on **28 January 2025**.

Date: **30 January 2025** Time: **11.00 am**

Location Gippsland Ports' Lakes Entrance Depot (Bullock Island Road, Lakes Entrance)

All questions and answers provided at the briefing, including a summary of discussion, will be made available to all Tenderers. An opportunity to inspect the sites of the Works, and storage/staging areas, may be available following the briefing session (subject to weather and availability of transport vessels).

## 1.7 **INSPECTION OF SITE**

Tenderers are advised to fully familiarise themselves with the site conditions and if they have any reservations or questions, to discuss them with the Project Manager prior to submitting the Tender.

Acceptance of a tender will indicate that the Tenderer has inspected and examined the site and its surroundings. This implies that Tenderers has satisfied themselves as to:

- the nature of the ground and sub-soil including in-water ground;
- the form and nature of the site;
- the nature of the work and materials necessary for the completion of the works;
- the means of access to the site for both delivery of materials and day-to-day access of the work crew and/or equipment; and
- the accommodation and services that may be required.

The Tenderer shall obtain all necessary information as to risks, contingencies, including existing services and diversions as necessary, (e.g. telephone, electricity, water and sewer) and other circumstances that may influence or affect the tender.

## 1.8 **SITE CONDITION INFORMATION**

Any information provided by Gippsland Ports in relation to existing site conditions, or the like, is provided in good faith as assistance to the Tenderer in their assessment of the site conditions. Such information may be obtained from investigations carried out by experienced and competent personnel, and such information may be considered an accurate record of the investigations conducted.

Gippsland Ports accepts no liability for the completeness of this information or any interpretations and/or opinions contained or expressed within that information. It is the Tenderer's responsibility to interpret and assess the relevance of the information and interpretations provided and whether additional investigation needs to be carried out - such further investigations will be at the cost of the Tenderer.

## 1.9 **RULES GOVERNING THIS RFT AND THE TENDER PROCESS**

### 1.9.1 **APPLICATION OF THESE RULES**

Participation in the Tendering Process is subject to compliance with the rules contained in this Part A. All persons (whether or not they submit a Tender) having obtained or received this RFT may only use it, and the information contained in it, in compliance with the rules set out in this Part A.

All Tenderers are deemed to accept the rules contained in this Part A.

The rules contained in this Part A of the RFT apply to:

- the RFT and any other information given, received or made available in connection with the RFT including any additional materials specified in Clause 1.7 and any revisions or addenda;
- the Tendering Process; and
- any communications (including any Tender Briefings, presentations, meetings or negotiations) relating to the RFT or the Tendering Process.

### 1.9.2 **PRINCIPAL'S RIGHTS**

Notwithstanding anything else in this RFT, and without limiting its rights at law or otherwise, the Principal reserves the right, in its absolute discretion at any time, to:

- cease to proceed with, or suspend the Tendering Process;
- alter the structure and/or the timing of the RFT or the Tendering Process;
- vary or extend any time or date specified in this RFT for all or any Tenderers or other persons;
- terminate the participation of any Tenderer or any other person in the Tendering Process;
- require additional information or clarification from any Tenderer or any other person
- or provide additional information or clarification;
- negotiate with any one or more Tenderers and allow any Tenderer to alter its Tender;
- call for new Tenders;

- reject any Tender received after the Closing Time;
- reject any Tender that does not comply with the requirements of this RFT; or
- consider and accept or reject any alternative tender.

#### 1.9.3 GOVERNING LAW

This RFT and the Tendering Process is governed by the laws applying in the State of Victoria.

Each Tenderer must comply with all relevant laws in preparing and lodging its Tender and in taking part in the Tendering Process.

#### 1.9.4 DEFINITIONS & INTERPRETATIONS

##### Definitions

In this Request for Tender, unless a contrary intention is apparent:

**Principal** means Gippsland Ports Committee of Management Incorporated.

**Closing Time** means the time specified as such in Clause 1.4 by which Tenders must be received.

**Contract Administrator** means the person or persons so designated in Clause 1.3.

**Evaluation Criteria** means the criteria set out in Clause 9.2 to this Part A of the RFT.

**Intellectual Property Rights** includes copyright and neighbouring rights, and all proprietary rights in relation to inventions (including patents) registered and unregistered trademarks (including service marks), registered designs, confidential information (including trade secrets and know how) and circuit layouts, and all other proprietary rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

**Proposed Contract** means the agreement and any other terms and conditions contained in or referred to in Part B of this RFT.

**Reference Schedule** means the schedule so designated forming part of Part A of the RFT.

**Request For Tender** or **RFT** means this document (comprising each of the parts identified in the Introduction to this RFT) and any other documents so designated by the Principal.

**Specification** means any specification or description of the Principal's requirements contained in Part C of this RFT.

**State** means the Crown in right of the State of Victoria.

**Statement of Compliance** means the statement forming part of a Tender indicating the Tenderer's compliance with the Specification and the Proposed Contract.

**Superintendent** means the person appointed by the Principal as defined in the General Conditions of Contract.

**Tender** means a document lodged by a Tenderer in response to this RFT containing an offer to provide the Works in accordance with the Specification.

**Tenderer** means a person or organisation that submits a Tender.

**Tender Briefing** means a meeting, the details of which are specified in Clause 1.6, to be held by or on behalf of the Principal to provide information about the RFT and the Tendering Process.

**Tendering Process** means the process commenced by the issuing of this Request for Tender and concluding upon formal announcement by the Principal of the selection of a successful Tenderer(s) or upon the earlier termination of the process.

**Works** means the whole of the works to be carried out and completed in accordance with the Contract, including variations provided for by the Contractor, which by the Contract is to be handed over to the Principal.

##### Interpretations

In this RFT, unless expressly provided otherwise:

- a) a reference to: (i) "includes" or "including" means includes or including without limitation; and
  - (ii) "\$" or "dollars" is a reference to the lawful currency of the Commonwealth of Australia; and



b) if a word or phrase is defined its other grammatical forms have corresponding meanings.

## **1.10 REQUEST FOR TENDER**

### **1.10.1 STATUS OF THE RFT**

This RFT is not an offer. This RFT is an invitation for persons to submit a proposal for the provision of the Works set out in the Specification contained in Part C of this RFT. Nothing in this RFT is to be construed as creating any binding contract for the supply of the Works (express or implied) between the Principal and any Tenderer unless and until the Principal has accepted that Tenderer's Tender in the manner contemplated in Clause 1.15 of this Part A.

### **1.10.2 ACCURACY OF THE RFT**

While all due care has been taken in connection with the preparation of this RFT, the Principal does not warrant the accuracy of the content of the RFT and the Principal will not be liable for any omission from the RFT.

### **1.10.3 ISSUE OF ADDITIONAL INFORMATION**

The Principal reserves the right to issue Addenda to the Tender Documents to modify or clarify the documents in any manner whatsoever, including in response to any enquiries from Tenderers. All Addenda will be distributed to each Tenderer to whom a set of Tender Documents has been issued. Addenda will be consecutively numbered and Tenderers shall acknowledge receipt of any Addenda in their Tender submission.

### **1.10.4 REPRESENTATIONS**

No representation made by or on behalf of the Principal in relation to the RFT (or its subject matter) will be binding on the Principal unless that representation is expressly incorporated into the contract(s) ultimately entered into between the Principal and a Tenderer.

### **1.10.5 CONFIDENTIALITY**

All persons (including Tenderers) obtaining or receiving the RFT and any other information in connection with the RFT or the Tendering Process must keep the contents of the RFT and such other information confidential.

## **1.11 COMMUNICATIONS DURING THE TENDERING PROCESS**

### **1.11.1 CONTRACT ADMINISTRATORS**

All communications relating to the RFT and the Tendering Process must be directed to the Contract Administrator(s).

### **1.11.2 REQUESTS FOR CLARIFICATION OR FURTHER INFORMATION**

Any questions or requests for further information or clarification of the RFT (or any other document issued in connection with the Tendering Process) must be submitted to the Contract Administrator in writing, preferably by email. Any communication by a Tenderer to the Principal will be effective upon receipt by the Contract Administrator (provided such communication is in the required format).

The Principal may restrict the period during which it will accept questions or requests for further information or for clarification, and reserves the right not to respond to any question or request, irrespective of when such question or request is received.

Except where the Principal is of the opinion that issues raised apply only to an individual Tenderer, questions submitted and answers provided will be made available to all Tenderers, without identifying the person or organisation having submitted the question, via the email address submitted at the time of Tenderer registration on the Gippsland Ports website. In all other cases, the Principal may deliver any written notification or response to a Tenderer by leaving or delivering it to the address of the Tenderer (as notified to the Contract Administrator).

A Tenderer may, by notifying the Contract Administrator in writing, withdraw a question submitted in accordance with this Clause 4.2 in circumstances where the Tenderer does not wish the Principal to publish its response to the question on the Tenders Website.

### **1.11.3 UNAUTHORISED COMMUNICATIONS**

Communications (including promotional or advertising activities) with staff of the Principal or consultants assisting the Principal with the Tendering Process are not permitted during the Tendering Process except as provided in Clause 4.2 above. Nothing in this Clause 4.3 is intended to prevent

communications with staff of, or consultants to, the Principal to the extent that such communications do not relate to this RFT or the Tendering Process.

Tenderers must not otherwise engage in any activities that may be perceived as, or that may have the effect of, influencing the outcomes of the Tendering Process in any way. Unauthorised communications with such persons may, in the absolute discretion of the Principal, lead to disqualification of a Tenderer.

#### 1.11.4 IMPROPER ASSISTANCE

Tenderers must not seek or obtain the assistance of employees, agents, contractors or service providers (with respect to the Tender) of the Principal or the State in the preparation of their Tenders. In addition to any other remedies available to it under law or contract, the Principal may, in its absolute discretion, immediately disqualify a Tenderer that it believes has sought or obtained such assistance.

#### 1.11.5 ANTI-COMPETITIVE CONDUCT

Tenderers and their respective officers, employees, agents and advisers must not engage in any collusion, anti-competitive conduct or any other similar conduct with any other Tenderer or any other person in relation to the preparation, content or lodgement of their Tender. In addition to any other remedies available to it under law or contract, the Principal may, in its absolute discretion, immediately disqualify a Tenderer that it believes has engaged in such collusive or anti-competitive conduct.

#### 1.11.6 COMPLAINTS ABOUT THE TENDER PROCESS

Any complaint about the RFT or the Tendering Process must be submitted to the Contract Administrator in writing immediately upon the cause of the complaint arising or becoming known to the Tenderer. The written complaint must set out:

- a) the basis for the complaint (specifying the issues involved);
- b) how the subject of the complaint (and the specific issues) affect the person or organisation making the complaint;
- c) any relevant background information; and
- d) the outcome desired by the person or organisation making the complaint.

### 1.12 CONDITIONS OF TENDERING

#### 1.12.1 PREPARATION OF TENDERS

Tenderers are responsible for all costs incurred by them in connection with their tenders, whether incurred directly by them or by their advisors, including any costs so incurred as a direct or indirect consequence of amendments made by the Principal during the tender period or after the closing time.

The price outlined in the tender must be exclusive of GST. The price tendered must be the total price, inclusive of all fees and charges. The price will be used by Gippsland Ports for evaluation and budgetary purposes and therefore constitutes a tendered price / quotation and is not an estimate.

#### 1.12.2 TENDER VALIDITY PERIOD

A tender may not be withdrawn by the Tenderer at any time before the expiry of the Tender Validity Period of 90 days from the date of closing of Tenders notwithstanding that there may have been negotiations in respect of any tender.

#### 1.12.3 TENDERER WARRANTIES

By submitting a Tender, a Tenderer warrants that:

- a) in lodging its Tender it did not rely on any express or implied statement, warranty or representation, whether oral, written, or otherwise made by or on behalf of the Principal, its officers, employees, agents or advisers other than any statement, warranty or representation expressly contained in the RFT;
- b) it did not use the improper assistance of Gippsland Ports employees or information unlawfully obtained from the Principal in compiling its Tender;
- c) it has examined this RFT, and any other documents referenced or referred to herein, and any other information made available in writing by the Principal to Tenderers for the purposes of submitting a Tender;

- d) it has sought and examined all necessary information which is obtainable by making reasonable enquiries relevant to the risks and other circumstances affecting its Tender;
- e) it has otherwise obtained all information and advice necessary for the preparation of its Tender;
- f) it is responsible for all costs and expenses related to the preparation and lodgement of its Tender, any subsequent negotiation, and any future process connected with or relating to the Tendering Process;
- g) it otherwise accepts and will comply with the rules set out in this Part A of the RFT;
- h) it will provide additional information in a timely manner as requested by the Principal to clarify any matters contained in the Tender; and
- i) it is satisfied as to the correctness and sufficiency of its Tender.

#### 1.12.4 OBLIGATION TO NOTIFY ERRORS

If, after a Tenderer's Response has been submitted, the Tenderer becomes aware of an error in the Tenderer's Response (including an error in pricing, but excluding clerical errors which would have no bearing on the evaluation of the Tender) the Tenderer must promptly notify the Principal of such error.

#### 1.12.5 DISCLOSURE OF TENDER CONTENTS AND TENDER INFORMATION

Tenders will be treated as confidential by the Principal. The Principal will not disclose Tender contents and Tender information, except:

- a) as required by law (including, for the avoidance of doubt, as required under the *Freedom of Information Act 1982* (Vic));
- b) for the purpose of investigations by the Australian Competition and Consumer Commission or other government authorities having relevant jurisdiction;
- c) to external consultants and advisers of the Principal engaged to assist with the Tendering Process; or
- d) general information from Tenderers required to be disclosed by government policy.

#### 1.12.6 USE OF TENDERS

Upon submission in accordance with the requirements of this RFT, all Tenders become the property of the Principal. Tenderers will retain all ownership rights in any intellectual property contained in the Tender. The submission of a Tender does not transfer to the Principal any ownership interest in the Tenderer's intellectual property rights, or give the Principal any rights in relation to the Tender, except as expressly set out below.

Each Tenderer, by submission of their Tender, is deemed to have licensed the Principal to reproduce the whole, or any portion, of their Tender for the purposes of enabling the Principal to evaluate the Tender. Further, in submitting a Tender, the Tenderer accepts that the Principal may, in accordance with the requirements of applicable Victorian Government policy, publish (on the internet or otherwise):

- a) the name of the successful or recommended Tenderer(s);
- b) the value of the successful Tender;
- c) the type and category of contract;
- d) the commencement and expiry dates of the contract; and
- e) a description of the goods and/or service provided under the contract.

#### 1.12.7 STATUS OF TENDERS

Each Tender constitutes an irrevocable offer by the Tenderer to the Principal to provide the Works required under, and otherwise to satisfy the requirements of, the Specification (Part C of this RFT) on the terms and conditions of the Proposed Contract (subject to the Statement of Compliance contained in Part D of this RFT).

A Tender must not be conditional on:

- a) board approval of the Tenderer or any related body corporate of the Tenderer being obtained;
- b) the Tenderer conducting due diligence or any other form of enquiry or investigation;
- c) the Tenderer (or any other party) obtaining any regulatory approval or consent;

- d) the Tenderer obtaining the consent or approval of any third party; or
- e) the Tenderer stating that it wishes to discuss or negotiate any commercial terms of the contract.

The Principal may, in its absolute discretion, disregard any Tender that is, or is stated to be, subject to any one or more of the conditions detailed above.

The Principal reserves the right to accept a Tender in part or in whole or to negotiate with a Tenderer in accordance with Clause 1.15.3 of this Part A.

The Principal reserves the right not to accept the lowest tender or any tender submitted for this Contract.

#### 1.12.8 CONFORMING AND ALTERNATIVE TENDERS

Each Tenderer shall submit a tender conforming to the requirements of this RFT (otherwise known as the "Conforming Tender").

Tenderers may submit multiple tenders or variations on a tender provided. An Alternative Tender may:

- a) not comply with the Specifications for the Works due to inherent design or capability in the application of the Works; or
- b) provide the Works in a manner different to that specified in Part D of the RFT.

Tenderers may also submit one or more alternative Tenders each marked "Alternative Tender" which will be considered, provided that each tender or tender variation is submitted as a Lump Sum figure and includes a Construction Schedule, as well as a statement that clearly describes any departure from the requirements of the documents issued by the Principal for the purposes of Tendering, including (i) full descriptions of the advantages and/or disadvantages and (ii) full costings of each alternative tender.

Tenderers are encouraged to offer options or solutions which may, in an innovative way, contribute to the Principal's ability to deliver the project outcomes.

The Principal reserves the right to consider such offers on their merits or not to consider them at all.

#### 1.12.9 CLARIFICATION OF TENDERS

If, in the opinion of the Principal, a Tender is unclear in any respect, the Principal may seek clarification from the Tenderer. Failure to supply clarification to the satisfaction of the Principal may render the Tender liable to disqualification.

The Principal is under no obligation to seek clarification of anything in a Tender and the Principal reserves the right to disregard any clarification that the Principal considers to be unsolicited or otherwise impermissible in accordance with the rules set out in this Part A.

#### 1.12.10 ILLEGIBLE CONTENT, ALTERATIONS AND ERASURES

Incomplete Tenders may be disqualified or evaluated solely on the information contained in the Tender.

The Principal may disregard any content in a Tender that is illegible and will be under no obligation whatsoever to seek clarification from the Tenderer.

The Principal may permit a Tenderer to correct an unintentional error in their Tender where that error becomes known or apparent after the Closing Time, but in no event will any correction be permitted if the Principal reasonably considers that the correction would materially alter the substance of the Tenderer's Response.

#### 1.13 LODGEMENT OF TENDERS

Tenders may be lodged using one of the following methods.

##### – HARDCOPY LODGEMENT

##### BY MAIL

Completed tender documents must reach the Gippsland Ports office  
**97 Main Street (P.O. Box 388), Bairnsdale, Victoria, 3875**  
 by the nominated closing time

##### HAND DELIVERY

Completed tender documents must be lodged in the Tender Box at the Gippsland Ports office (**street address as above**) by the nominated closing time. Access to the tender box is restricted to between 9.00am and 4:30pm Monday to Friday.

Tenderers are to submit one original document in a single package prominently marked: **"Tender for Contract 8760"**.

– ELECTRONIC LODGEMENT

Email the completed tender documents, by the nominated closing time, to [LETWTenders@gippslandports.vic.gov.au](mailto:LETWTenders@gippslandports.vic.gov.au) using the tender reference number as the subject title of the email. Any information required but not submitted by email must be received by Gippsland Ports within three (3) working days of the closing date, otherwise the tender may be ruled as invalid.

Tenders lodged or received after the nominated closing time or lodged at a location or in a manner that is contrary to the specified in this RFT will be disqualified from the Tendering Process and will be ineligible for considerations, except where the Tenderer can clearly demonstrate, to the reasonable satisfaction of the Principal, that an event of exceptional circumstances caused the tender to be lodged after the nominated closing time.

The determination of the Principal as to the actual time that a Tender is lodged is final. Subject to paragraphs (a) and (b) above, all Tenders lodged after the Closing Time will be recorded by the Principal, and will only be opened for the purposes of identifying a business name and address of the Tenderer. The Principal will inform a Tenderer whose Tender was lodged after the Closing Time of its ineligibility for consideration. All such Tenders will be returned at the conclusion of the Tendering Process.

## 1.14 **TENDER DOCUMENTS**

### 1.14.1 **FORMAT AND CONTENTS**

Tenderers must ensure that:

- a) their Tender is presented in the required format as set out in Part D; and
- b) all the information fields in Part D are completed and contain the information requested:
  - Tender Form with Lump Sums including GST, Schedule, Unit Rates and time to completion filled in (Attachment G).
  - A Method of Works Statement outlining the methodology and equipment to be used in undertaking the Works, including consideration of environmental issues, site conditions (including tidal ranges), access to the site by land or water for materials, personnel and equipment (Attachment H).
  - Details of current and previous works completed in the last three years, including contact details of previous clients (Attachment I).
  - A list of key personnel to be used for the project including details of their qualifications, previous experience, etc (Attachment J).
  - A list of plant and equipment intended to be used on this project (Attachment K).
  - A list of names of sub-contractors and suppliers of materials to be used on the project (Attachment L).
  - The signed Occupational Health and Safety Management Declaration (Attachment M) and the completed Tenderer OHSE Management System Questionnaire (Attachment N).
  - Insurance Details (Attachment P)
  - The signed Statement of Conformance indicating the Tender's compliance with the Tender Documents, or where and why it may not comply (Attachment O).
  - Local Industry Development Plan (LIDP) and ICN Acknowledgement Letter (refer Clause 1.17 and Attachment F)
- c) their Tender Includes the Construction Schedule as detailed in Clause 1.14.2 of this Part A; and
- d) their Tender includes the Implementation Plan as detailed in Clause 1.14.3 of this Part A.

The Principal may in its absolute discretion reject a Tender that does not include the information requested or is not in the format required.

Tenderers shall provide sufficient detail to demonstrate that they have the commitment, experience, personnel, administrative resources and the necessary financial strength to complete the project within

budget and on time. Unnecessarily elaborate responses or other presentations beyond what is sufficient to present a complete and effective proposal are not desired or required.

Tenderers should fully inform themselves in relation to all matters arising from the RFT, including all matters regarding the Principal's requirements for the provision of the Works.

Tenderers will be deemed to have made their own enquiries and assessed all risks regarding the RFT, and to have fully incorporated the impact of any unknown risks into their Tender.

#### 1.14.2 CONSTRUCTION SCHEDULE

Tenderers shall submit with the tender forms, a programme to be referred to as the Contractor's Construction Schedule. The Schedule shall show the completion date of each stage of the works.

The Contractor shall perform the work in accordance with the Schedule submitted and shall update, inform and discuss any changes with the Superintendent that may affect completion dates.

The Construction Schedule shall make provision for reasonably expected delays caused by loss of access to the works due to tides or inclement weather. It shall also show the time allowed for obtaining works permits, other submissions and installations, if required.

The Construction Schedule shall include the following information:

- Estimated time for operations expressed in working days.
- The number of working days per week on which the programme is based.
- The dates of all statutory and other planned holidays on which the Contractor does not anticipate working.
- The dates when work is not permitted.
- Day one shall be the date of Notification of Acceptance of Tender as shown on the letter of acceptance.
- Allowance from day one for obtaining security deposit and insurances. The Contractor shall not commence any work until the contract has been signed.
- Provision for liaising with and works by others.
- The standard working hours to be adopted on the contract.
- The number of days allowed for loss of access due to inappropriate tide levels.
- The number of days allowed for inclement weather.

Tenderers shall fully acquaint themselves with the Lakes Entrance environment and tidal range so as to more reasonably anticipate the extent of consequential delays.

It should be noted that extensions of time due to inclement weather and inappropriate tidal levels will not be approved until such time as the number of days allowed for inclement weather in the Construction Schedule have been exceeded.

#### 1.15 TENDER EVALUATION

##### 1.15.1 TENDER EVALUATION PROCESS

Following the Closing Time, the Principal intends to evaluate the Tenders received. Tenders will be evaluated against the Evaluation Criteria specified in Clause 1.15.2 of this Part A.

Without limiting the Principal's rights in the RFT, the Principal may at any time during the Tendering Process choose to:

- a) shortlist one or more Tenderers to proceed to further negotiations;
- b) commence or continue negotiations with all Tenderers without shortlisting any Tenderers; or
- c) accept one or more of the Tenders.

Unless the Evaluation Criteria explicitly require, the Principal may, but is not in any way bound to, shortlist, to select as successful, or to accept the Tender offering the lowest price.

Should the Principal choose to include a shortlisting stage in its evaluation process, the Principal is not, at any time, required to notify Tenderers or any other person or organisation interested in submitting a Tender.

A Tenderer's Response will not be deemed to be unsuccessful until such time as the Tenderer is formally notified of that fact by the Principal. The commencement of negotiations by the Principal with one or more other Tenderers is not to be taken as an indication that any particular Tenderer's Response has not been successful.

#### 1.15.2 TENDER EVALUATION CRITERIA

In evaluating Tenderer's Responses, the Principal will have regard to:

- (a) each of the specific evaluation criteria identified in the table below; and
- (b) the overall value for money proposition presented in the Tenderer's Response.

In this context, "value for money" is a measurement of benefits represented by a Tenderer's Response, including: (a) quality levels; (b) performance standards, and (c) environmental impacts.

Value for money will be assessed on a 'whole of life' basis, with a view to long-term sustainability of the value for money proposition and with a focus on ensuring that value for money outcomes are promoted and protected following the conclusion of any contract that may result from this RFT.

Tenders submitted for this Contract will be assessed based on the following criteria and allocated percentages:

Tender Schedule	Information sought	Weighting (%)
<b>FINANCIAL</b>		
Tendered price	Response Schedule G	35
<b>CAPABILITY</b>		
Proposed methodology, understanding of project / technical requirements, opportunities for staging and innovation in delivery	Response Schedule H	15
Previous experience in completing similar projects to the required standard and meeting client satisfaction levels for risk, quality, environmental and OH&S management	Response Schedule I	10
<b>CAPACITY</b>		
Availability of suitable plant, equipment and experienced personnel	Response Schedules I, J, K, L	10
Nominated completion timeframe (to inform the date for Practical Completion)	Tenderer's submitted Project Schedule	10
<b>LOCAL JOBS FIRST CRITERIA</b>		
Local Jobs First (LJF) - industry development (refer Clause 1.18.2, Sec 7(a)(i))	Local Industry Development Plan (LIDP)	10
Local Jobs First (LJF) - job outcomes (refer Clause 1.18.2, Sec 7(a)(ii))	Local Industry Development Plan (LIDP)	10
<b>TOTAL</b>		<b>100</b>

Other criteria to be assessed on a Pass / Fail basis include:

- Compliance with OHS, Environmental and Insurance requirements; and
- Financial viability of organisation.

#### 1.15.3 NEGOTIATION AND PRESENTATION

The Principal may at any stage of the evaluation process elect to engage in detailed discussions and negotiations with any one or more Tenderers, with a view to maximising the benefits of the Tenders submitted.

As part of this negotiation process, the Principal may request such Tenderer(s) to improve one or more aspects of their Tender, including any technical, financial, corporate or legal components.

In its absolute discretion, the Principal may invite some or all Tenderers to give a presentation to the Principal in relation to their submissions.

The Principal is under no obligation to conduct any negotiations with, or to invite any presentations from, Tenderers.

In addition to presentations and negotiation, the Principal may request some or all Tenderers to

- (a) conduct a site visit;
- (b) provide references, and/or
- (c) make themselves available for panel interviews.

## 1.16 **COMPLIANCE WITH SPECIFICATIONS AND PROPOSED CONTRACT**

### 1.16.1 **COMPLIANCE WITH SPECIFICATIONS**

In particular, Tenderers must state if they will not comply with the Specification, or will only comply with the Specification subject to conditions. Full details of the non-compliance (including the nature and extent of the non-compliance and any reasons for such noncompliance) must be stated in the statement contained in Attachment O (Statement of Conformance) of RFT Part D. No response is required in respect of a particular section of the Specification where Tenderers will comply with the Specification. Only sections that Tenderers will not comply with, or will only comply with subject to conditions, should be noted in the tabulated statement.

The Principal is prepared to contemplate minor variations or departures from the Specifications proposed by Tenderers. However, Tenderers should note that significant or substantive variations or departures from the Specifications will not be viewed favourably unless the Tenderer is able to demonstrate to the satisfaction of the Principal the necessity and /or benefit for such variations or departures.

The Principal will assume that a Tenderer's Response complies in all relevant respects with the Specification unless the Tenderer states otherwise. Failure to notify the Principal of any non-compliance may result in a Tenderer's Response being disregarded.

For the purposes of this Clause 7.1:

- a) ***Complies*** means that in all respects the Tenderer's Response meets or otherwise satisfies all specified outputs, characteristics or standards.
- b) ***Will comply subject to conditions*** means that the specified outputs, characteristic or performance standard can only be met by the Tenderer subject to certain conditions.
- c) ***Will not comply*** means that the specified outputs, characteristic or performance standard is not met by the Tenderer's Response.

### 1.16.2 **COMPLIANCE WITH THE PROPOSED CONTRACT**

Under RFT Part D of this RFT, a Tenderer must also submit a statement, with numbering corresponding to the relevant clauses, detailing its level of compliance with the Proposed Contract contained in RFT Part B of this RFT.

In particular, Tenderers must state if they will not comply with the Proposed Contract, or will only comply with the Proposed Contract subject to conditions. Full details of the noncompliance (including the nature and extent of the non-compliance and any reasons for such non-compliance) must be stated in a statement, together with any proposed amendments that would render the contractual provision acceptable to the Tenderer. No response is required in respect of a particular clause of the Proposed Contract where Tenderers will comply with the Proposed Contract. Only clauses that Tenderers will not comply with, or will only comply with subject to conditions should be noted in the tabulated statement.

The Principal is prepared to contemplate minor variations or departures from the Proposed Contract proposed by Tenderers. However, Tenderers should note that significant or substantive variations or departures will not be viewed favourably unless the Tenderer is able to demonstrate the necessity for such variations or departures.

The Principal will assume that a Tenderer is able to and will in fact comply in all relevant respects with the Proposed Contract unless the Tenderer expressly states otherwise.



Failure to notify the Principal of any non-compliance may result in a Tenderer's Response being disregarded.

For the purposes of this Clause:

- a) **Complies** means that the Tenderer accepts the contractual provision in every respect (including the wording of the provision).
- b) **Will comply subject to conditions** means that the Tenderer will comply with the relevant contractual provision subject to certain specified conditions.
- c) **Will not comply** means that the Tenderer does not accept the contractual provision.

#### 1.16.3 GENERAL

Indefinite responses such as "noted", "to be discussed" or "to be negotiated" are not acceptable.

Where the Tenderer is unwilling to accept a specified condition, the non-acceptance must be clearly and expressly stated. Prominence must be given to the statement detailing the nonacceptance.

It is not sufficient that the statement appear only as part of an attachment to the Tender, or be included in a general statement of the Tenderer's usual operating conditions.

An incomplete Tender may be disqualified or assessed solely on the information received with the Tender.

### 1.17 SUCCESSFUL TENDERS

#### 1.17.1 LEGALLY BINDING CONTRACT

The Contract which the successful Tenderer must execute is included at Part B of this RFT. The execution of the Contract will be confirmed by the signing of the Formal Instrument of Agreement at Attachment B. Tenderers should note that although the execution of the Agreement will be required the Contract becomes binding upon the Tenderer by reason of the acceptance of the Tender by the Principal without the necessity for the execution of the Instrument of Agreement.

#### 1.17.1 PRE-CONTRACTUAL NEGOTIATIONS

The Principal may, in its absolute discretion, decide not to enter into pre-contractual negotiations with a successful Tenderer.

A Tenderer is bound by its Tender (including the Statement of Compliance to the Proposed Contract forming part of the Tenderer's Response) and, if selected as a successful Tenderer, must enter into a contract on the basis of the Tender without negotiation.

#### 1.17.1 NO OBLIGATION TO ENTER INTO A CONTRACT

The Principal is under no obligation to appoint a successful Tenderer or Tenderers (as the case may be), or to enter into a contract with a Tenderer or any other person, if it is unable to identify a Tender that complies in all relevant respects with the requirements of the Principal, or if to do so would otherwise not be in the public interest. For the avoidance of any doubt, in these circumstances the Principal will be free to proceed via any alternative process.

### 1.18 VICTORIAN GOVERNMENT LOCAL JOBS FIRST POLICY

#### 1.18.1 PREFACE

Tenderer are required to demonstrate their commitment to the principles of the Victorian Government's policies of local industry participation and purchasing.

This Request for Tender is subject to the mandatory requirements of the Victorian Government's Local Jobs First Act 2003. For further information, tenderers should refer to the Local Jobs First Policy and Tenderer Guidelines which can be found at [www.localjobsfirst.vic.gov.au](http://www.localjobsfirst.vic.gov.au).

Schedule 1 (Attachment F) forms part of the terms and conditions of this Contract. The Tenderer in performing its obligations under this Contract must comply with Schedule 1.

#### 1.18.2 POLICY CLAUSES

##### 1 OVERVIEW

- (a) The Local Jobs First Policy (**LJF Policy**) issued under the *Local Jobs First Act 2003* supports businesses and workers by ensuring that small and medium size enterprises are given a full and fair opportunity to compete for both large and small government contracts, helping to create

job opportunities, including for apprentices, trainees and cadets. The LJF Policy is implemented by Victorian Government departments and agencies to help drive local industry development.

- (b) The LJF Policy comprises the Victorian Industry Participation Policy (**VIPP**) and the Major Projects Skills Guarantee (**MPSG**).
  - (i) VIPP seeks to ensure that small and medium-sized business are given full and fair opportunity to compete for government contracts.
  - (ii) MPSG is a policy that provides job opportunities for apprentices, trainees and cadets on high value construction projects.
- (c) Local Jobs First applicable projects include but are not limited to:
  - (i) purchase of goods and/or services, regardless of the method of procurement (including individual project tenders, State Purchase Contracts, Tenderer panels);
  - (ii) construction projects (incorporating design and construction phases and all related elements), including individual projects, Public Private Partnerships, Alliance Contracts, Market Led Proposals, Tenderer panels and auctions; and
  - (iii) grant and loan projects, including grant agreements or loan arrangements to private, non-government and local government organisations for a single or group of projects.
- (d) The LJF Policy applies to standard projects above the threshold values of:
  - (i) \$3 million or more in metropolitan Melbourne, and
  - (ii) \$1 million or more in regional Victoria, or
  - (iii) any project valued at less than \$3 million that the Minister has declared to be a standard project.
- (e) This Request for Tender is for a standard project.

For further information, bidders should refer to the LJF Policy and Guidelines which can be found at [www.localjobsfirst.vic.gov.au](http://www.localjobsfirst.vic.gov.au).

## 2 DEFINITIONS

**Agency** means Gippsland Ports Committee of Management Inc.

**Apprentice** means a person whom an employer has undertaken to train under a Training Contract.

**Cadets** means those persons enrolled in a recognised tertiary level organisation and who receive structured learning opportunities as part of their engagement to a Local Jobs First project (e.g. cadets in architecture, quantity surveying, or engineering) but which is not under a Training Contract.

**Contestable Items** means goods or services in a procurement process where there are competitive international and local Tenderers. 'Competitive' means the Tenderers are able to offer comparable goods or services that meet the specifications provided in this Request for Tender. Contestable items can be goods or services at any stage of a project, including maintenance.

**Department** has the meaning given in s 3(1) the *Local Jobs First Act 2003*.

**Guidelines** means the Local Jobs First Tenderer Guidelines, available at [www.localjobsfirst.vic.gov.au](http://www.localjobsfirst.vic.gov.au).

**Industry Capability Network (Victoria)** means Industry Capability Network (Victoria) Limited ACN 007 058 120 of Level 11, 10 Queens Road, Melbourne VIC 3004.

**Local Content** has the meaning given in s 3(1) of the *Local Jobs First Act 2003*.

**LJF Policy** means the policy made under s 4 of the *Local Jobs First Act 2003*.

**Project** means the work as described in this Request for Tender.

**Trainee** means a person (other than an Apprentice) employed under a Training Contract.

**Training Contract** has the meaning given in the *Education and Training Reform Act 2006*.

## 3 CONTESTABLE ITEMS

- a) The LJF Policy requires that government agencies consider Local Content and job commitments, particularly in respect of Contestable Items, as a key criterion in tender evaluation and other relevant procurement processes.

- b) Consideration should be given to contestable and non-contestable items in establishing local content commitments.
- c) The Contestable Items within the scope of this invitation are included in the LIDP template.

#### 4 REQUIREMENTS FOR STANDARD PROJECTS

The requirements for this tender or proposal are: (a) local content requirement

#### 5 LOCAL INDUSTRY DEVELOPMENT PLAN

- a) All bidders must prepare a Local Industry Development Plan (LIDP) in accordance with the LJF Policy and Guidelines.
- b) The assessment of the tender or proposal will consider whether and how bidders comply with the LJF Policy. This is done through assessment of bidders' LIDPs.
- c) A LIDP must be submitted to the Industry Capability Network (Victoria) and will be made available to the Agency and the Department.
- d) A LIDP must:
  - (i) specify how the requirements of the LJF Policy will be met;
  - (ii) identify total content and Local Content for the Project; identify total and local jobs for the Project; and
  - (iii) include any other matter required to be included in the Plan by the LJF Policy
- e) In developing the LIDP, bidders must consult in good faith with Industry Capability Network (Victoria).
- f) The LIDP template attached to this invitation must be completed and submitted through Industry Capability Network (Victoria) Victorian Local Jobs First Management Centre at [icnvic.org.au/VMC](http://icnvic.org.au/VMC).
- g) To demonstrate that the LIDP submitted is completed correctly and includes all required information, bidders must obtain an acknowledgement letter of their LIDP from Industry Capability Network (Victoria). Contact details for ICN are provided below. A tender or proposal cannot be evaluated if an acknowledgement is not supplied. An Agency cannot accept a tender, proposal or other submission that does not include a compliant LIDP.

#### 6 USE OF THE LOCAL INDUSTRY DEVELOPMENT PLAN

- a) Any post-bid changes in a bidder's LIDP commitments will require further Industry Capability Network (Victoria) assessment and an acknowledgement letter. Bidders should refer to the Guidelines for further details.
- b) The contents of a successful bidder's final LIDP will be included in the agreement to be entered into between that bidder and the Agency. Further, the bidder's LIDP information will be recorded centrally for Industry Capability Network (Victoria) certification of the LIDP outcomes reported.

#### 7 WEIGHTING OF COMMITMENTS TO LOCAL JOBS FIRST POLICY

- a) In evaluating a tender or proposal for an agreement for a project, the Agency will give weighting to the following parts in the specified amounts:
  - (i) 10 per cent for industry development, including commitments made in relation to the VIPP; and
  - (ii) 10 per cent for job outcomes, including, if applicable, job outcomes provided by the MSPG.
- b) The commitments of a bidder's LIDP will be allocated a minimum 10 per cent weighting for industry development (including commitments made in relation to the VIPP), and 10 per cent weighting for job outcomes (including, if applicable, job outcomes provided by the MSPG), as part of the tender evaluation process.

#### 8 FURTHER INFORMATION AND ASSISTANCE

- a) The Department has prepared the Guidelines for Tenderers on the application of the LJF Policy to projects.
- b) Industry Capability Network (Victoria) provides free services to assist bidders in identifying and developing the above information. Bidders are advised that Industry Capability Network (Victoria) will be available to assist them in implementing the LJF Policy. For further information or assistance, bidders can contact Industry Capability Network (Victoria):

Level 11  
 10 Queens Road  
 Melbourne VIC 3004  
 (03) 9864 6700  
[https://icn.org.au/vic\\_home](https://icn.org.au/vic_home)

c) Bidders must attend any briefing provided by the Agency on the LJF Policy.

#### 1.18.3 INDUSTRY CAPABILITY NETWORK (ICN) CONTESTABILITY ASSESSMENT

The Industry Capability Network (ICN) has determined the tender to be contestable, meaning the goods and/or services for this tender are available from competitive local and international manufacturers and/or suppliers.

In keeping with the Local Jobs First (LJF) Policy requirements, a Local Industry Development Plan (LIDP) will be required for this tender, outlining the Tenderer's employment commitment, compliance with the LJF requirements.

A sample LIDP is provided in Schedule 1. Tenderers are to note that the LIDP submission is completed online via the Bidder portal VMC.

Tenderers should refer to VMC (<https://icnvic.force.com>). Once they have created an account / logged in, via the **Plans** tab, bidders must start the **new** Plan process and search for the tender using the tender name or number "**Lakes Entrance Training Walls Remediation Works / 8760**" (or **PIN** if the **Closed** tender process is selected).

For assistance requests, bidders can contact ICN Industry Engagement via the VMC portal, or on 03 9864 6700 (option 2) or [info@icnvic.org.au](mailto:info@icnvic.org.au). If Industry Advisor assistance is required, bidders should allow 2-3 business days for this process. The VMC User Guide is available via the Bidder VMC portal.

## 2 RFT PART B – PROPOSED CONTRACT

### 2.1 NATURE OF CONTRACT

The Contract will be a Lump Sum Contract based on the items of work and quantities as provided in the Bill of Materials that forms part of the Contract. The Contract will not be subject to price adjustment for rise and fall in prices. The Contract will include the supply of all labour, plant and materials and due performance of every operation considered necessary by the Principal to fulfil the requirements of this Specification.

The work under this contract includes all items of work set out in this Specification and all other works, whether shown or not, which form an integral part of and are necessary to properly complete the work, including all incidentals.

The whole of the work shall be carried out in strict accordance with the General Conditions of Contract, this Document, Schedule, Appendices, Drawings and such particulars supplied by the Contractor and approved in writing by the Principal.

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

### 2.2 SECTIONS OF WORKS

The Works Under the Contract have been divided into two distinct components as detailed in Part D; Section 5 Remediation Works – Western Training Wall ; Sections 8-8a Remediation Works – Eastern Training Wall

### 2.3 GENERAL CONDITIONS OF CONTRACT

The General Conditions governing the Contract are AS2124-1992 - General conditions of contract, including any Special Conditions and Amendments set herein.

### 2.4 DOCUMENTS CONSTITUTING THE CONTRACT

- **AS2124-1992 General conditions of contract, including all filled-in Annexures**
- The Formal Instrument of Agreement signed by both parties, which has been incorporated in the Annexures to AS2124-199, the form of which is shown at Attachment A.
- This document: **Tender Documents & Specification for Lakes Entrance Training Walls Remediation Works.**
- Drawings attached to this document
- Tender documents submitted by the successful Contractor
- Notice of Acceptance of Tender
- Contract-specific Local Industry Development Plan (LIDP) submitted by the successful Contractor

### 2.5 FORMAL INSTRUMENT OF AGREEMENT

A Formal Instrument of Agreement, as shown at Attachment B, shall be executed in accordance with the General Conditions of Contract.

Until the Formal Instrument of Agreement is executed by the parties the Principal's letter of Acceptance of Tender shall constitute the Contract,

### 2.6 SEPARATE CONTRACTS

The Principal reserves the right to let separate contracts or carry out work by day labour during the currency of the contract, and the Contractor shall permit such work to be carried out.

The Contractor shall allow Gippsland Ports contractors, consultants and workforce access to the works for the purposes of carrying out or designing all or any part of the fitting out of the works at such times as the Principal reasonably requires but subject to the subsequent provisions of this sub-clause.

The Contractor shall liaise with other contractors on the site to ensure the safe and efficient progress of the works.

### 3 RFT PART C - GENERAL AND ADMINISTRATIVE REQUIREMENTS

#### 3.1 **PROJECT TIMEFRAME, PRACTICAL COMPLETION & LIQUIDATED DAMAGES**

Details of Time of Possession of Site, Date for Practical Completion and specified Liquidated Damages are included in the Contract Annexure Part A.

Before commencing work the Contractor shall supply to the Principal for final approval a construction program. All works are to be carried out so as to minimise disruption or inconvenience to pedestrians, vehicles and commercial operations (where applicable). The Contractor is to formulate a construction program which will cause the least inconvenience to affected properties, including access restrictions and noise. In order to effect this, the Contractor shall consider such methods as staging of the works, traffic management practices, early notifications to affected properties, etc.

The agreed construction program will form part of the Contract and works under the Contract shall be completed by the time for Practical Completion. If the Contractor fails to complete the Works under Contract by the date for Practical Completion, Gippsland Ports will deduct liquidated damages from the monies due to the Contractor at the specified rate.

#### 3.2 **COMMENCEMENT OF WORK**

No work shall be commenced until:

- a) The Formal Instrument of Agreement has been fully executed.
- b) Proof of public liability insurance has been forwarded in writing to the Principal.
- c) Proof of current worker's compensation insurance (such as WorkCover) has been forwarded in writing to the Principal, for the Contractor and all sub-contractors (if any).
- d) Proof of insurance of the Works has been forwarded in writing to the Principal.
- e) The Contractor's Australian Business Number (ABN) and proof of Registration for GST purposes have been provided to Gippsland Ports.
- f) A Works Permit as required under Clause 3.3 has been issued by Gippsland Ports.
- g) The Contract-specific Health and Safety Coordination Plan, Risk Assessments, Job Safety Analysis (JSA), Safe Work Method Statements (SWMS), Procedures or Safe Work Instructions, or a combination of these, have been submitted to and approved by the Principal.
- h) The Contractor's Construction Environment Health and Safety Plan have been submitted to and approved by the Principal and reviewed and endorsed by the Department of Energy, Environment and Climate Action (DEECA) as required by the Marine and Coastal Act (MaCA) Consent.
- i) The Contractor's Construction Vehicle & Pedestrian Management Plan has been submitted to and approved by the Principal.
- j) Possession of site has been issued to the Contractor

Commented [TW1]: The contract has been full executed by all parties

Possession of site has been issued to the contractor

#### 3.3 **WORKS PERMIT**

The Contractor shall apply for a Works Permit from Gippsland Ports a minimum of two weeks prior to commencement of work on site. Information on Works Permits and how to apply are available on the Gippsland Ports website at: [http://www.gippslandports.vic.gov.au/gippsland\\_permit\\_request.php](http://www.gippslandports.vic.gov.au/gippsland_permit_request.php)

#### 3.4 **CONTRACTOR QUALIFICATIONS**

The construction works, as detailed on the Drawings and in the Specification, shall be carried out by suitably qualified and experienced personnel. The personnel shall hold minimum qualifications or specialist accreditation appropriate for the work being undertaken on the site.

#### 3.5 **CONTRACTOR'S REPRESENTATIVE**

The Contractor, if not personally supervising the work under the Contract at the site, shall employ at least one competent representative, whose name he shall communicate in writing to the Principal. The Contractor or one such representative shall be present on the site during working hours and any order, instruction, direction, determination, certificate or approval which the Principal's Representative shall give or communicate to the Contractor's representative shall be deemed to have been given or communicated to the Contractor.

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

In the absence from the site of the Contractor and his representative, the Principal may take any action that he may consider necessary for the safety and preservation of the work under the Contract.

### 3.6 **OCCUPATIONAL HEALTH AND SAFETY AND ENVIRONMENTAL (OHSE) REQUIREMENTS**

Gippsland Ports has an obligation to provide and maintain so far as reasonably practicable a working environment for its employees and members of the public that is safe and without risk to health. As a condition of this contract, Gippsland Ports requires that any contractors or subcontractors that may be engaged to perform a service on its behalf will at all times identify and exercise all necessary precautions for the health and safety of all persons including contractor employees, Gippsland Ports employees and members of the public who may be affected by the services.

The Contractor will comply with any and all directions by Gippsland Ports relating to occupational health and safety and environment.

#### 3.6.1 **PRINCIPAL CONTRACTOR**

The Contractor shall act as the Principal Contractor as defined under the Occupational Health and Safety Regulations 2017. The Principal Contractor is authorised by Gippsland Ports to manage or control the Contractor's workplace in accordance with the OHS Act and Regulations and shall make all allowances to perform this role.

The Contractor shall prepare and maintain a Contract Health and Safety Coordination Plan that meets the requirements of the OHS Regulations 2017. The Plan shall be submitted to Gippsland Ports for approval prior to commencing any works. The Plan shall outline the structure and means by which health and safety will be managed by the Contractor for the term of the Contract. The Plan shall consider the specific OHS issues relevant to the works under the Contract and will document the systems and methods implemented to effectively manage OHS risks and hazards.

The Contractor shall be responsible for obtaining all necessary approvals and for the co-ordination, implementation and other arrangements associated with site safety.

Where the Contractor and others authorised by Gippsland Ports are carrying out work on the site, the Contractor shall arrange co-ordination of the parties to ensure that the relevant safety issues are reviewed and that all appropriate measures are implemented. When requested by Gippsland Ports the Contractor shall convene a meeting, to be attended by all relevant parties, for the purpose of reviewing OH&S matters relative to the conduct of the work.

Where differences of opinion arise between the Contractor and Gippsland Ports over the adequacy of any safety provision, Victorian Worksafe Authority shall be requested to resolve the issue.

#### 3.6.2 **CONTRACTOR OHSE MANAGEMENT SYSTEM**

The OHSE management systems of the contractor must as a minimum requirement demonstrate compliance with all duties of an employer specified in the Occupational Health and Safety Act 2004.

The contractor must when requested by Gippsland Ports, submit a complete copy of their company OHSE management system documentation which must include as a minimum requirement:

- OH&S policy and objectives
- Organisation structure and responsibility
- Safe work practices and procedures
- OH&S training and induction
- OH&S auditing and inspection procedures
- OH&S consultation procedures
- OH&S performance monitoring

#### 3.6.3 **CONTRACTOR INDUCTIONS**

The Contractor and all subcontractors engaged on this project are required to complete a Gippsland Ports induction prior to commencing work on site (inductions can be completed online by accessing the Gippsland Ports website). The Contractor shall also provide site specific inductions to all personnel and subcontractors prior to commencing work on site.

#### 3.6.4 RISK ASSESSMENT

Gippsland Ports has conducted a preliminary desktop identification of safety and environmental hazards and controls for this Contract as listed in Attachment C. The hazards and controls listed are generic, and prior to commencement of works on site the Contractor shall reassess these hazards and controls to ensure that they are contract specific.

The Contractor shall prepare and submit Safety Coordination Plans, Risk Assessments, Job Safety Analysis, Safe Work Method Statements, Procedures or Safe Work Instructions, or a combination of these prior to commencing the works under the contract as determined by Gippsland Ports. These documents shall be used to record the risk and risk control methods to be employed by the Contractor.

The completed documents shall be submitted to Gippsland Ports for review and approval prior to commencement of works under the contract.

#### 3.6.5 HEALTH SAFETY AND ENVIRONMENT PLAN

Prior to commencing the works under the contract, the contractor shall submit to Gippsland Ports a Health Safety and Environment Plan specific to the contract and works. The contractor shall complete the Health Safety and Environment Plan in conformance with requirements set out in the Gippsland Ports' Guidelines for Preparing Health Safety and Environment Plans.

The Health Safety and Environment Plan shall consider and respond to the specific OHSE hazards, impacts and issues relevant to the contract works and shall document the systems and methods to be implemented for the term of the contract. Gippsland Ports will review the Health Safety and Environment Plan and formal approval to commence the contract shall be provided subject to acceptance of the Health Safety and Environment Plan.

#### 3.6.6 INCIDENT NOTIFICATION

If the contractor is required by Section 38 of the Occupational Health and Safety Act 2004 to give any notice of an incident occurring during the performance by the contractor of works under the contract, the contractor shall at the same time or as soon as possible thereafter provide a copy of the notice to Gippsland Ports.

The contractor must notify Gippsland Ports immediately of any incident, injury, property or environmental damage that occurs during the contract works. All lost time incidents shall be immediately notified to Gippsland Ports. The contractor must and within 3 days of any such incident provide a report giving complete details of the incident, including results of investigations into its cause, and any recommendations or strategies for prevention in the future.

#### 3.6.7 OHSE PERFORMANCE MONITORING

The Contractor shall when requested by the Gippsland Ports provide evidence of ongoing performance of the Contractor's OHSE management systems. Without limiting the requirements of this obligation, the Contractor shall provide the following information on a monthly basis in the form of a Contractor OHSE Performance Report:

- Number of lost time injuries
- Working days lost due to injury
- Current status of any injured personnel, damaged property or environmental damage or pollution
- Status of the implementation and outcomes of corrective actions undertaken as a result of OHSE inspections and risk assessments
- Status of OHSE management system audits undertaken

The contractor shall when requested by Gippsland Ports provide reports on OHSE inspections, audits or assessments undertaken during the course of the contract.

#### 3.6.8 NON-COMPLIANCE

If during the performance of works under the contract Gippsland Ports informs the contractor that it is the opinion of Gippsland Ports that the contractor is:

- Not conducting the work in compliance with the contractor's Health Safety and Environment Plan, health safety and environment management procedures, relevant legislation or health safety and environment procedures provided by Gippsland Ports from time to time, or



- Conducting the work in such a way as to endanger the health and safety of any persons, the contractor shall promptly remedy that breach of health and safety. Gippsland Ports may direct the contractor to suspend the work until such time as the contractor satisfies Gippsland Ports that the work will be resumed in conformance with applicable health and safety provisions.

During periods of suspension referred to above, Gippsland Ports shall not be required to make any payment whatsoever to the contractor.

If the contractor fails to rectify any breach of health and safety for which the work has been suspended, or if the contractor's performance has involved recurring breaches of health and safety, Gippsland Ports may as its option terminate the contract forthwith, without further obligation to the contractor. In this event, Gippsland Ports' liability shall be limited to payment for the work performed and costs incurred by the contractor up to the time of termination or an earlier suspension of works.

### 3.7 **CONSTRUCTION ENVIRONMENT MANAGEMENT PLAN**

The Construction Environment Management Plan (CEMP) shall describe the approach that will be adopted to comply with the East Gippsland Safety and Environment Management Plan (SEMP), available from Gippsland Ports web site:

[http://www.gippslandports.vic.gov.au/gippsland\\_info\\_resources.php](http://www.gippslandports.vic.gov.au/gippsland_info_resources.php)

and to mitigate the impact of site works on the local stakeholders and the environment in accordance with the statutory and regulatory authorities and best industry practice.

The CEMP will be assessed by the Principal to determine the successful Tenderer's appreciation of the environmental concerns applicable to the site.

In particular the CEMP will need to address the following as a minimum;

- construction methods and safety protocols that will prevent adverse effects of the works under the Contract on the adjoining stakeholders.
- construction methods and safety protocols that will prevent adverse effects of the works under the Contract on local flora, fauna and marine life.
- construction methods and safety protocols that will prevent contamination of surface water, groundwater, soils, sediments and the marine environment.
- construction methods that will mitigate and control site generated noise and airborne contaminants.
- the safe use, storage, control and disposal of dangerous goods, hazardous substances and prescribed wastes.
- the preference and identification of materials and components which are 'environmentally friendly'.
- methods for managing the discovery of any items of heritage significance.
- provision of a complaints management system.
- emergency and incident response procedures.
- a communications strategy that incorporates environmental awareness, reporting and auditing procedures.
- mitigation of impacts generated by removal and replacement of bitumen and asbestos (where relevant).

The CEMP will also be used to confirm the acceptability of the construction methods proposed.

As outlined in the SEM, the site CEMP, which shall be completed and approved by the Principal prior to the commencement of work on the site, shall incorporate measures and meet requirements, as relevant to the site and activities, set out in the following documents:

- Environmental Guidelines for Major Construction Sites (EPA Publication No. 480 1996).
- Construction Techniques for Sediment Pollution Control (EPA Publication No. 275 1991).
- Noise Control Guidelines (publication T 302/92 - Section 12 Construction and Demolition Site Noise).

### 3.8 **HOURS OF WORK**

Works shall only be carried out between the hours of 7:00am and sunset or 5:00pm (whichever is earlier) Monday to Fridays inclusive, unless approval in writing is given by the Principal. The Contractor shall give the Principal at least seven days written notice of any proposal to work outside these working hours.

No works shall be carried out on the following days:

- any Public or Municipal Holiday;
- between 12 December 2025 and 1 February 2026; and
- between 2 April 2026 and 20 April 2026.

Work outside the proposed working hours without written approval of the Principal may proceed only in the following situations:

- In case of emergency;
- Where situations would create significant traffic disruption and/or hazardous conditions unless rectified;
- When plant breakdown or extenuating circumstances have delayed an activity that cannot be stopped.

### 3.9 **COMMERCIAL VESSEL REQUIREMENTS**

The waters of the Port of Gippsland Lakes are designated as Smooth Waters.

All vessels, including workboats and barges, used on works for this Contract are deemed to be commercial vessels and must comply with all relevant parts of the National and Victorian Marine Safety legislation. This includes but is not limited to the:

- Marine Safety (Domestic Commercial Vessel) National Law Act and Regulations, Marine Orders and the National Standard for Domestic Commercial Vessels
- Victorian Marine Safety Act and Regulations
- Victorian Marine (drug, alcohol and pollution control) Act

All vessels must have an approved and operational Safety Management System, current Certificate of Survey and Certificate of Operation issued by AMSA.

The vessel Master and crew members must hold relevant current licenses, qualifications or competencies for the vessels and associated plant, equipment and operations they will undertake for the Contract. Masters of vessels greater than 12 metres in length must possess a valid Certificate of Local Knowledge for the Port of Gippsland Lakes issued by Maritime Safety Victoria.

Vessels must operate under a compliant Safety Management System (SMS) that includes risk controls to ensure the safety of all people on board and the safe operation of the vessel and on-board plant, equipment and work required by the Contract.

Commercial vessels that remain on the work site overnight shall be clearly marked with IALA compliant special mark lights between sunset and sunrise. All barge anchor lines shall be clearly marked with yellow special mark buoys and lights.

- A copy of the valid Certificate of Survey (CoS) (with Schedule as appropriate) shall be supplied for each vessel involved with the works;
- A copy of the valid Certificate of Operation (CoO) (with Schedule as appropriate) shall be supplied for each vessel involved with the works;
- A copy of the valid Insurance Certificate of Current (CoC) (including the Schedule and sum insured) shall be supplied for each vessel involved with the works;
- A copy of the vessel SMS shall be made available if requested.

### 3.10 **CLEANING OF COMMERCIAL VESSELS**

Commercial vessels that are transported to site from outside the Port of Gippsland Lakes shall be thoroughly cleaned at the departure location prior to transporting to the Port of Gippsland Lakes to remove all traces of marine organisms to prevent the spread of noxious or invasive marine species.

### 3.11 **LOCAL NAVIGATION NOTICE**

The Contractor shall provide to Gippsland Ports details of the start and finish dates for the works and of water borne equipment to be used in conjunction with the works, not less than 2 weeks prior to commencement of the works. Gippsland Ports will then issue a Local Navigation Notice as appropriate, on behalf of the Contractor.

### 3.12 **REGISTRATION OF BUILDERS – WORK BY SUB-CONTRACTORS**

Where the Contractor makes application under Sub-Clause 6.2 of the General Conditions of Contract for approval to Sub-Contract 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 Contractor shall produce evidence that the proposed Sub-Contractor is registered or licensed.

### 3.13 **SETTING OUT & SURVEY CONTROL OF THE WORKS**

The Contractor is responsible for setting out of the works.

Prior to the commencement of the Works, the Contractor shall set line and level pegs as necessary for the adequate control of the construction of the Works. The Contractor must have satisfactory survey equipment assigned to the worksite and shall employ on the Works a person approved by the Principal capable of exercising control of line and level.

Should the Contractor identify any discrepancies from the contract quantities to quantities calculated from this survey this shall be brought to the immediate attention of the Principal.

The Contractor shall submit to the Principal in writing details of all construction pegs placed. The Contractor shall make available as and when required by the Principal such chainmen and staffmen as may be required by the Principal for checking of line and level of all Works, and for the measuring up and recording by the Principal of all works.

The Contractor shall give written agreement to the information supplied on the Drawings regarding existing surface levels within fourteen (14) days of the Date of the Letter of Acceptance. If no such notification is received by the Principal, the information supplied on the Drawings regarding existing surface levels shall be taken as final and not subject to negotiation.

Furthermore, no subsequent claim for any variation to the Lump Sum Contract for alleged base survey inaccuracies shall be entertained.

The datum for all levels, soundings and contours referred to in the Specification and the Drawings is Australian Height Datum (AHD).

The Contractor shall

- be responsible for establishing and maintaining any additional survey marks required in order to complete the Work as specified;
- preserve all survey marks and benchmarks. In the event of accidental destruction of the marks by the Contractor, the cost of restoration shall be borne by the Contractor; and
- be responsible for all line and level surveys necessary to check that the works are constructed in accordance with the "Issue for Construction" Drawings.

A licensed and competent Surveyor, assisted by a sufficient number of survey assistants, shall be employed to ensure that all works are executed true to the lines and levels shown on the Drawings and that adequate dimensional and level control of the Works is maintained. All surveys shall be undertaken using modern survey instruments suitably calibrated and recorded. Minimum equipment requirements are:

- Theodolite capable of reading to an accuracy of within five seconds (5s)
- Electronic distance measurement equipment capable of reading to an accuracy of within plus or minus five millimetres (5mm), plus 5 parts per metre (5 ppm)

The Works shall be set out on the site correctly and in accordance with the Contract. Curves, grades, levels and all other details shown on the Drawings shall be adhered to.

At the completion of the Works and prior to the Practical Completion Certificate being granted, the Contractor shall carry out a detailed completion survey over the full area of the Works to demonstrate that the required construction lines and levels have been achieved. Upon completion of this survey, the Contractor shall prepare and submit "As Constructed" Drawings. The survey shall locate the position to

Azimuth Datum and the level relative to Australian Height Datum of the finished crest and the toe of the seawall side slopes - at 10m spacings along the alignment of the training wall.

### 3.14 **WORK NOT SPECIFICALLY MENTIONED**

All or any work not specifically mentioned or referred to in this Specification, and which is required in order to complete this contract, shall be carried out in a workmanlike manner to the direction and entire satisfaction of the Principal.

If neither the Specification nor the plans contain any mention of minor parts which, in the opinion of the Principal are reasonably and obviously necessary for the satisfactory completion of the contract works, such parts shall be provided by the Contractor without extra charge.

### 3.15 **SECURITY & PROTECTION OF THE WORKS**

The Contractor is to erect suitable barricades around the site of the works and place covers, timbers or similar protective measures over all open excavations, as appropriate to the site and the nature of the works being undertaken. During the working day, the Contractor is not to leave the site unattended unless all of the above facilities have been left in place.

The Contractor is responsible for all aspects relating to the security of the site and for the provision of all necessary security works. The cost of providing these works is considered to be included in the tendered amount.

The Contractor shall accept all risk and liability for damage to the works during the progress of the works, including the maintenance period and shall make good any damage to the satisfaction of the Principal.

### 3.16 **DELAYS**

#### **INCLEMENT WEATHER**

In determining the time and resources necessary to complete the works, the Contractor shall give due consideration to the mean annual climatic data for the project site and the anticipated construction period.

Time lost due to adverse weather conditions is defined, for the purpose of this Contract, as time lost due to wet weather, fog, excessively hot, excessively cold and dangerous wind and/or wave conditions and to the effects of these adverse weather conditions (e.g. wet site conditions following rain).

The Contractor is to notify the Principal in writing within five business days of any time lost due to adverse weather conditions. The written notification shall provide details of the nature and extent of delays and the construction activities affected. The Principal, if satisfied that the Contractor has taken reasonable steps to minimise the period of delay, will grant an extension of time without costs in the event of adverse weather conditions. The assessment will be made by the Principal on a monthly basis.

#### **DELAYS DUE TO VARIATIONS**

Consideration of an extension of time with / without costs shall only be made if a claim for such extension is lodged in writing by the Contractor within 48 hours of the Contractor experiencing such delay.

### 3.17 **TESTS AND STANDARDS**

The Principal will have power to order any material for use in this Contract to be tested where and as directed, and the cost of all such tests will be borne by the Principal except where, in the Principal's opinion, the material proves to be defective, then the whole cost of such test shall be borne by the Contractor.

The Principal may reject the whole or part of any material represented, in his opinion, by an unsatisfactory test.

### 3.18 **PROTECTION OF VEGETATION**

The Contractor shall ensure that vegetation adjacent to the work site is not damaged or removed during the works, unless approved by the Principal. The Contractor shall install temporary fencing or barricades as needed to separate the work site from adjoining vegetation.

Commented [CH2]: Worth including waves as inclement weather

### 3.19 **UNDERGROUND SERVICES**

The Contractor shall be responsible for checking the locations of all services (water, sewerage, electricity supply, telephone mains and fibre-optic services) on site prior to works proceeding. The Contractor shall not commence works under this contract until the appropriate relocation of such utilities is completed, or as approved by the Principal. No claim whatsoever for costs associated with delays due to utilities relocation shall be considered by the Principal.

The Contractor shall satisfy himself as to the location of all services within the area and shall take all necessary precautions to protect such services thereto, and prevent them from being interfered with or damaged during the execution of the works. The Contractor shall make good, at his own expense, all damage occurring thereto during that time, and caused directly or indirectly by the Works of this Contract.

### 3.20 **INTERFERENCE WITH OTHERS**

The work shall be performed without unreasonable interference with the operations of others near the site, or on adjacent properties.

### 3.21 **CLOSING OF AREAS**

Except as provided below, access to Gippsland Ports' Sand Transfer Station (STS) and adjacent inlet / foot valve structure, Drews Jetty, Flagstaff Jetty and Green Light Jetty shall be maintained at all times.

Where the Contractor's operations require a section of road to be closed against traffic, the Contractor shall obtain the approval of the relevant Authorities prior to doing so and shall conform to all conditions and instructions made by those Authorities. The Contractor shall be responsible for the safety of traffic and pedestrians affected by the works and shall at all times operate and maintain the necessary warning signs, lights and barricades.

During the Contract, the Contractor shall allow free and uninterrupted access to any other Contractor or personnel authorised by Gippsland Ports or other Authorities as may be requested by the Principal.

### 3.22 **USE AND CARE OF ROADS**

The Contractor shall be responsible for rectifying any damage to local roads or car parking areas, including any materials or rubbish deposited on pavements or road reserves, caused by any vehicle engaged on the works. Prior to demobilising from the site the Contractor shall obtain a clearance from the relevant road authority regarding the condition of adjacent roads and carparks and any damage caused during the works.

### 3.23 **RELEASE OF INFORMATION**

The Contractor shall not furnish any information, issue any document or other written or printed material concerning the work under the contract for publication in any of the media without the prior written approval of the Principal.

### 3.24 **SERVICE ON PRACTICAL COMPLETION**

Upon satisfactory completion of the works, the Contractor shall remove and dispose of all surplus materials, used or otherwise from the worksite and rehabilitate the site to the satisfaction of the Principal and as may be required under the Contractor's endorsed Construction Environment, Health and Safety Plan. The work and site shall be left clean and tidy.

A Certificate of Practical Completion will not be issued by the Superintendent's Representative until an inspection of the site has determined that the Contractor has complied with this requirement.

The Contractor shall be in attendance when the job is handed over to see that all items are complete and all installations and services are in good working order.

### 3.25 **MAINTENANCE INSPECTION**

Prior to the expiry of the defects liability period for Works under the Contract, the Contractor shall carry out a maintenance inspection. The Contractor shall contact the Superintendent's Representative prior to scheduling the maintenance inspection.

The maintenance inspection consists of inspecting the Works with the Superintendent's Representative and ensuring that all materials supplied under the Contract are in a serviceable condition and installed in accordance with the requirements of the Technical Specification (refer Part D).

Any materials found to be substandard shall be replaced by the Contractor at the Contractor's expense.

The costs associated with this maintenance inspection shall be included in the Contract amount.

### 3.26 **DOCUMENTS TO BE PROVIDED BY THE CONTRACTOR AT PRACTICAL COMPLETION**

Within thirty days of the date of Practical Completion, the Contractor shall provide the Principal with the following documents:

- as-constructed drawings to reflect all changes and additions of the original construction plans;
- material test results as required; and
- letter of conformance.

### 3.27 **MEASUREMENT AND PAYMENT**

This section covers the requirements for measurement and computations to be used in the determination of quantities of materials furnished and work performed under the Contract and provides the basis for payment.

Payment shall include full compensation for providing labour, materials, tools, equipment and all other work necessary to carry out the specified Works. Unless otherwise specified, lengths and areas shall be measured in the horizontal plane.

#### JOINT MEASUREMENT

Unless otherwise specified, a joint measurement shall be undertaken to confirm final quantities of provisional quantity items. If measurement is required the Contractor shall notify the Principal a minimum of 24 hours before the measurement is to occur.

#### PAYMENT REDUCTION

Work that fails to fully comply with the Specification may be accepted on reduced payment. The reduced payment will be based on rates submitted in the Schedule or where no rate is provided, on the value or rate for the work as agreed between the Principal and the Contractor. Where no agreement can be reached the work will be valued by the Principal.

## 4 RFT PART D - PROJECT TECHNICAL SPECIFICATION

### 4.1 BACKGROUND

The Lakes Entrance Training Walls are the constructed barriers (breakwaters) that line the entrance channel into the Gippsland Lakes. Their form of construction varies from timber-piled precast/cast in-situ concrete head structures, to close-piled timber-crib retaining walls filled with rubble rock, to more conventional rubble-rock retaining walls.



*Locality Plan of the Works*

For reference, the lengths of both walls are divided into a number of identifiable sections, as shown in the diagram on the following page.

The proposed works, which are the subject of this Tender, are located along Section 5 (west side) and Sections 8-8a (east side), and are required and designed to improve the structural integrity, stability, and resilience of these dilapidated sections of the training walls. Of particular concern is the apparent instability of the core material within and along the crest of the timber cribs, which is being exacerbated by the creation of voids within the core due to on-going loss of small core rock and fine sand material from within the timber cribs. Ongoing slumping of the large armour rocks lining the channel side of the walls, particularly along Section 5, has exposed these vulnerable sections to increased hydraulic and mechanical forces created by the waves breaking and/or running along the faces of the walls.

The proposed works will:

- seek to interrupt the sand and rock loss by installing stone mesh mattresses (i.e. geotextile bags filled with small diameter rock pieces, sourced from the original infill) laid over a geotextile filter cloth;
- restore the original appearance of the upper surface of rock infill along the crib work and reduce hazards caused by unstable rock surfaces, by installing a cover of well-interlocked stones on top of the crib work; and
- reduce the exposure of the close-piled timber walls to hydraulic and mechanical forces by installing new large rock armour stones along the channel sides of the walls.



Training Wall Sections

#### 4.2 SCOPE OF WORKS

The works covered by this Contract consists of the supply of all labour, equipment, materials\*\*, workmanship and methods of construction necessary to construct and complete the whole of the works in accordance with the accompanying plans as herewith specified. Should any discrepancy occur between the plans and the actual site conditions the Contractor shall refer such discrepancy to the Project Manager before proceeding with the section of work.

\*\* Gippsland Ports has sourced the 4.5t (nom) primary rock armour pieces which are currently stored at Gippsland Ports' central storage yard on Bullock Island, Lakes Entrance.

The training wall works on site must follow "Issued for Construction" documentation only. The Contractor shall provide a construction logbook to ensure easy control by all parties involved.

The Contractor shall include all necessary planning and engineering investigations necessary for all plant and procedures used. The Contractor shall establish from the relevant authorities any restrictions or particular requirements which may apply to the construction method required for the completion of the work. The Contractor shall possess all necessary permits and enforce the necessary environmental procedures while carrying-out the Works.

The Contractor shall submit for review by the Principal any temporary works necessary to allow for the Contractor's proposed method of construction of the Works, including temporary access and/or working platform/s necessary for the construction.

The seawall works are to be constructed to the lines and levels shown on the drawings. The material to be placed must be of uniform quality and characteristics in accordance with this Specification. The Specification should be read in conjunction with the (FOR TENDER) drawings. The construction sequence shall also be in accordance with the drawing notes.

Below is a general definition of the scope of work under this contract and not a detailed listing of each element of work required. Refer to relevant sections of this Specification for details.



- Site mobilisation and demobilisation (including transportation of personnel, construction equipment and materials) to and from (i) foreshore east of Barrier Landing by water via Cunninghame Arm and Hopetoun Channel and (ii) foreshore west of Flagstaff Jetty by water across Cunninghame Arm
- Establishment of site facilities at (i) Barrier Landing foreshore and/or adjacent to western training wall, and (ii) adjacent to eastern training wall
- Sort, load and haul Type A rock armour pieces (nominally 4.5t pieces) from stockpile in centre storage yard to the south-west corner of the Bullock Island Wharf face, inclusive of
- Sort, load, haul (from Bullock Island Wharf to work sites) and place rock armour pieces on channel side of both walls as shown on the Drawings
- Excavate, sort and store-on-site existing core rock from within the timber cribs for re-use in the works
- Supply, fill, haul and place 2t (nominal) rock bags on geotextile lining (supplied by Contractor), and fill void between rock bags and existing timber crib work with infill rock, as shown on the Drawings
- Reinstate upper surface (i.e. infill stone) of the walls by placing sorted core rocks over the rock bags and infill rock to form a tight interlocked smooth surface of face connected rocks, as shown on the Drawings
- Removal from site and disposal of all surplus and demolished materials
- Site clean-up and rehabilitation of disturbed areas at the conclusion of works
- Rectification of defects during Defects Liability Period
- All other works as shown on Drawings and in the Specification

#### 4.3 **GIPPSLAND LAKES COASTAL PARK MANAGEMENT ARRANGEMENTS**

The western works site, including the landing site adjacent to Barrier Jetty, foreshore storage areas and access routes, is located within the Gippsland Lakes Coastal Park (GLCP) – a national park that is jointly managed by Parks Victoria and Gunaikurnai Land and Waters Aboriginal Corporation (GLaWAC).

An Agreement under Section 27 of the National Parks Act 1975 (Vic), herein referred to as the Sec27 Agreement, between Parks Victoria and Gippsland Ports, provides consent to the Public Authority (i.e. Gippsland Ports) to occupy, use, and maintain existing infrastructure and, where applicable, install new infrastructure in accordance with specified conditions.

The Contractor shall liaise with the Superintendent's Representative in relation to all matters pertaining to execution of the works under contract, including those matters which may be bound by association to the conditions of the Sec27 Agreement (e.g. Hooded Plover management, environmental management, public access / safety, etc).

The Superintendent's Representative is responsible for:

- escalating matters raised by the Contractor to the Park Managers for resolution; and
- communicating directions issued by the Park Managers to the Contractor.

At the conclusion of construction activities, the Contractor shall remove all plant, equipment, surplus materials and any other construction rubbish from the works site and rehabilitate all disturbed areas to the complete satisfaction of the Principal and/or the Park Managers (i.e. Parks Victoria / GLaWAC).

#### 4.4 **CLEARING & DEMOLISHING WORKS**

All rubbish and other debris removed in clearing and grubbing shall be removed from the site of the work. The work areas shall be left with a neat and finished appearance. No accumulation of inflammable material shall be permitted to remain on or adjacent to the site area.

Any demolished construction items, which are not required for the works of this contract, and that are certified by the Principal as of no value to Gippsland Ports for future works, shall become the property of the Contractor and are to be removed from the site as part of the Lump Sum works.

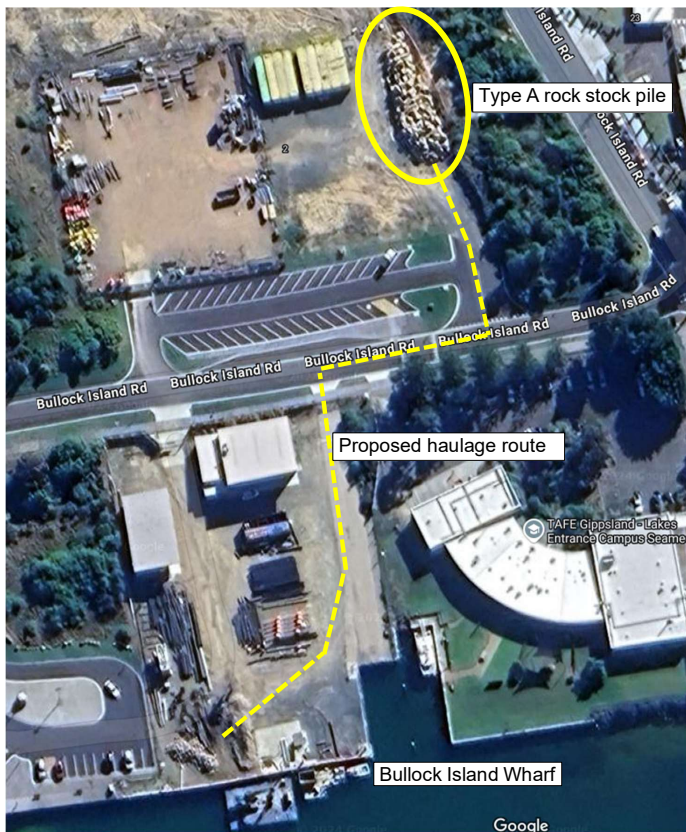
#### 4.5 **MATERIAL SUPPLY**

All materials to be used in the works shall be new, free from defects and comply with the requirements of the Specification and Drawings. No demolished materials are to be reused in the works without approval from the Principal.

Gippsland Ports is responsible for the sourcing and delivery of the rock armour pieces required for the works.

Large rock pieces (Type A - 4.5t nom.) will be delivered to a stockpile at Gippsland Ports' centre storage yard – the Contractor will be responsible for sorting, loading and hauling the rock to the south-west corner of Bullock Island Wharf (approximately 250m), inclusive of traffic and pedestrian management across Bullock Island Road (a public road managed by East Gippsland Shire Council).

Small rock pieces (Type B - 2.0t nom.) will be delivered directly to Gippsland Ports' Bullock Island Wharf compound for sorting, loading and hauling by the Contractor to the work sites.



Type A rock armour stockpile location and proposed haulage route

#### 4.6 **GEOTEXTILE**

##### 4.6.1 **MATERIALS**

Geotextile material shall be Texcel 1200R, supplied in 6m wide rolls. Equivalent marine grade non-woven geotextile may be offered as an alternative for approval by **Bullock Island Wharf face**

The storage and handling of all geotextile materials prior to installation shall be in accordance with the manufacturer's specifications and to the satisfaction of the Principal.

##### 4.6.2 **PLACEMENT**

Geotextile shall be carefully placed to ensure it is not punctured or torn. Any area of the geotextile material that is punctured or torn shall be removed or repaired by the Contractor in accordance with the manufacturer's specifications and to the satisfaction of the Principal.

All lap joints between adjoining sheets shall be no less than 600 mm wide, or alternatively the sheets are to be mechanically joined in accordance with the manufacturer's specifications. If laps are used, then the planning and placement of the geotextile sheets is to be such that only perpendicular laps are utilised.

#### 4.7 **ROCK-FILLED BAGS**

##### 4.7.1 **MATERIALS**

The rock bag units shall use Bluemont rock bags of 2t Ecogreen type or equivalent. Equivalent rock bags may be offered as an alternative for approval by the Principal.

Fill material for the rock bags shall consist of similar material with a similar composition as the rock armour (Type A and Type B). Sizing and grading of the material shall be any rock material between 50mm and 150mm, or otherwise as per the Rock Bag manufacturer's instructions. Rock fill shall be round in shape and not flat. A preference is towards 50mm fill material, to allow for compliance with the bag shape tolerances noted above.

Hard angular, or flat rock is likely to impact the shape of the filled rock bag and make tight placement in the crib wall difficult.

##### 4.7.1 **FILLING & PLACING**

The techniques used in the handling, filling, transportation and placement of the rock bags shall minimise any breakdown of the rock pieces and the production of fines. In addition, the placement method shall be such that there is minimal segregation of material.

The Contractor shall adhere to the manufacturer specifications / guidelines for filling and installation of the rock bags. The manufacturer shall supply the placement frames and construction tools and may provide site service during installation (this may include providing advice about filling methods, handling, placement and quality control). The Contractor shall not modify the supplier installation tools or procedures of use unless approved otherwise by the Principal.

The manufacturer's specifications indicate that when placed on a flat surface the rock filled bags should have the following dimensions (tolerances):

Diameter: 1,900mm (+200mm, -200mm)                      Height: 400mm (+100mm, -50mm)

The Contractor is required to identify the site compound area and extended methodologies required for filling (machinery, size of site required to fill and stockpile filled units) in the Safe Work Method Statement for the task.

Rock bags shall be placed in a tight staggered vertical pattern inside the cribwork to avoid the creation of voids within the training wall. Each successive layer shall be offset from the one below so as to be placed between the bags of the lower layer, as shown on the Drawings. The void between the rock bags and the existing timber crib work shall be filled with sorted tightly-packed core rock - individual rock pieces shall be greater than 200 mm in size.

The rock bags are to be carefully filled and placed to ensure that the bag units are not punctured or damaged. Any areas where the bags are punctured or damaged shall be removed or repaired to the satisfaction of the Principal and in accordance with the manufacturer's instructions.

#### 4.8 **REINSTATEMENT OF UPPER SURFACE**

Upon completion of placement of the rock bags and infill rock inside the timber crib work, the upper surface of the training walls is to be reinstated with stone infill, as shown on the Drawings.

Sorted core rock previously excavated from the timber crib work may be used for the stone infill. The size of individual rock pieces used in the stone infill shall be a minimum of 400 mm, placed in a face-connected pattern to form a tight interlocked smooth surface in order to provide safe access to the top of each training wall. No rock piece smaller than 200 mm shall be used in the surface and no void shall exceed 200 mm in depth. Maximum void ratio along the surface shall be 10%.

#### 4.9 **INCIDENTAL FILL**

Temporary works including fill, if required, shall consist of clean fill material free from rubbish, litter and other contaminants. Specification of grading, composition and compaction of fill material shall be otherwise subject to design and specification by the Contractor and submitted to the Principal for approval prior to such materials being used in the Works.

#### 4.10 ROCK ARMOUR

##### 4.10.1 GENERAL

All rock armour materials used in the Works shall be new, free from defects and of uniform quality and characteristics. No recycled or previously demolished materials are to be used without approval from the Principal.

Rock armour used in the works must be of igneous or metamorphic origin, be angular or sub-angular in nature, and which are dense, sound, resistant to abrasion and free of cracks, cleavage planes, weak seams and other defects which would result in breakdown of the stone in the environment of the site of the Works.

The Contractor is responsible for the loading, hauling (from the stockpile to the works site), sorting and placing of all rock armour required for the works. The techniques used in the loading, hauling and placement of all material in the works shall be such that any breakdown of the material and the production of fines is minimised. Armour rock broken during sorting, loading, handling or placing shall be removed immediately by the Contractor and at the Contractor's expense.

This Technical Specification allows for two types of rock armour – Type A (4.5t nominal weight) and Type B (2.0t nominal weight) with a range of rock sizes and weights within each specific armour classification, as shown in the table below. The design intent is to have all sizes within the allowable range distributed uniformly throughout the relevant armour layers.

Rock Armour Criteria		
	Type A	Type B
Least minimal breadth of any rock (d)	590 mm	470 mm
Maximum axial length of any rock (l)	2,060 mm	1,640 mm
Maximum dimensional ratio (l/d)	≤ 2.5	≤ 2.5
M10 (10% passing by mass)	3.0t	1.0t
M50 (10% passing by mass)	<b>4.5t</b>	<b>2.0t</b>
M90 (10% passing by mass)	6.0t	3.0t

Where l = maximum axial length, given by the maximum distance between two points on the rock

d = minimum axial breadth, given by the minimum distance between two parallel straight lines between which the rock can just pass

##### 4.10.2 PLACEMENT OF ROCK ARMOUR MATERIAL

The Contractor shall place the rock armour pieces to form armour a single well-interlocked and smoothed armour layer achieving the lines, grades and levels shown on the Drawings. The Drawings require a variation of rock sizes along the training wall.

The techniques used in the loading, hauling and placement of the rock armour pieces shall minimise any breakdown of the rock pieces and the production of fines. In addition, the placement method shall be such that there is minimal segregation of material within each particular rock armour type / classification. Rock shall not be dropped in loading, transit or placement on the structure.

No construction equipment vehicle is allowed on the primary rock armour at any time. Traffic load may damage rocks and underlayers and may destabilise slopes.

Armour rock shall be placed to form a single well interlocked and smoothed armour layer achieving the lines and levels shown on the Drawings. This placement is in accordance with the 'Hito' armour stone layering pattern, as shown in the following illustrations. The various classes of armour rock, number of layers and nominal overall thickness shall be as shown on the Drawings. Rock shall not be dropped in loading or transit, nor shall rock be deposited by tipping, dumping or dropping during placement on the seawall structure.

The Drawings require that the rock layer placed on the sloping faces is smooth. This is an important structural requirement that will not be relaxed at any location along the face of the external armour.

Armour rocks shall be firmly bedded on the underlying rocks. Each rock shall be in firm contact with at least three other stones of the same layer to form a tightly interlocked placement. This is an important structural requirement and will not be relaxed at any location nor under any circumstances. Consequently, all rocks on the finished face of the armoured slope shall be placed in a stable attitude

Commented [CH3]: Who is responsible for sourcing additional rock to replace any broken rocks?

whereby they do not create a hazard and cannot be readily displaced or rocked from side-to-side by manual means.

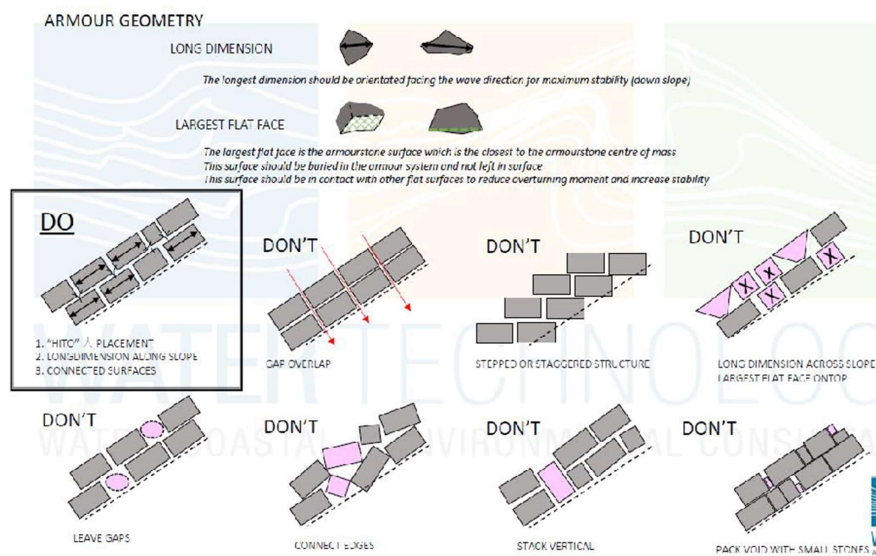
Small rocks must not be placed so as to fill the voids and spaces between armour rocks.

The placement of armour rocks shall at all times be carried out in such a manner as to cause minimum disturbance or dislodgment of the underlying material.

The supply and placement of all rock shall be such as to avoid large areas of the armoured slope constructed of rocks near the limits of the specified range. The Principal reserves the right to direct that an area where the armouring on any layer consists of too great a coverage of either smaller rocks or larger rocks (despite being within the allowable range) be replaced by more uniformly distributed sizes at no additional cost to the Principal.

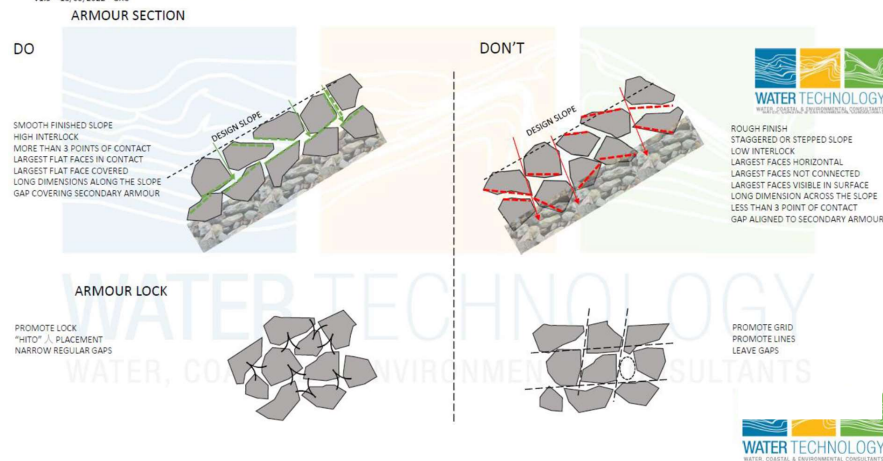
### RECOMMENDED PRIMARY ARMOURSTONE PLACEMENT PATTERN

V1.3 – 18/05/2022 – GKC



### RECOMMENDED PRIMARY ARMOURSTONE PLACEMENT PATTERN

V1.3 – 18/05/2022 – GKC



#### 4.10.1 FORM OF ARMOUR ROCK

Each armour rock layer shall comprise rocks lying over the preceding primary or filter rock layer. There shall be no free rock on the surface of a completed layer and all rock shall be keyed and fitted, maximising contact on all sides such that they are not free to move without disturbing adjacent rocks. Three points of contact (minimum) are required between a rock and other rocks in the same layer.

In general, the longitudinal axis of each rock should be normal to the structure, and slope downward towards the centre of the structure. The centre of gravity of the placed rock shall be closer to the filter rock layer than the face of the structure. Rocks less than the nominal size of the material class specified for a particular zone shall not be placed in adjacent locations.

Interstices between adjacent armour rocks within the armour rock layers shall remain free of small rock particles. Construction methods that ensure that the voids remain shall be employed.

The void ratio (e) for all rock layers shall be uniform and within the range 35%  $\pm$  5%, except for the primary armour which shall range 25%  $\pm$  5%. Void ratio (e) is the ratio of volume of voids to the total volume of rocks:  $e = V_v / V_r$ .

Within any area of 150 m<sup>2</sup> measured at the surface of any layer, the armour rock shall comply with the specified gradation. No rock is to protrude more than one fifth of its dimension (perpendicular to the structure face) above the nominal level, to prevent excessive wave action on individual rocks. Pushing rocks into the structure to achieve the finished level will cause damage to the internal grading and will not be permitted.

Where armour rock transitions from one size to another, an equal blend (by mass) of armour rock of each rock type at each end of the transition shall be made and placed both for secondary and primary armour layers.

#### 4.10.2 ARMOUR ROCK PROFILE

Reference profiles of the top surface of the primary and filter rock shall be established at not more than 10 m intervals along the groyne, at chainages in armour rock grading or profile, and at the crest of the groyne.

On completion of placement of the armour rock, the upper surface of every rock within a three metre bandwidth along the reference profiles shall be measured. These measurements shall be plotted on the reference profiles to determine the thickness of armour rock.

The minimum thickness of armour rock shall not be less than 90% of the nominal thickness.

The front sloping face of Type A primary armour shall not have any void with a dimension greater than 300 mm in any direction on the face of the slope. Where such voids are detected, the armour rocks are to be either reoriented in position or removed and replaced with other rocks so as not to exceed this maximum void dimension.

#### 4.10.3 SAMPLES OF MATERIALS

Approved samples of each type of armour rock shall be provided on-site at a prominent location approved by the Principal. Each sample must be clearly labelled for quick comparison.

- 'Type A' Armour (4.5 t nominal weight) - minimum 10m<sup>3</sup> sample; including at least three individual rocks clearly labelled as representing each of maximum, mean and minimum stone weights within the allowable weight and dimensional range.
- 'Type B' Rock (2.0 t nominal weight) - minimum 10m<sup>3</sup> sample; including at least three individual rocks clearly labelled as representing each of maximum, mean and minimum stone weights within the allowable weight and dimensional range.

Each reference sample shall comply strictly with the requirements of this Specification. The armour samples shall remain on view in a suitably visible location until the Principal advises that they may be incorporated into the Works or disposed of off-site.

#### 4.10.1 TOLERANCES

Unless directed by the Principal, the crest position of the seawall shall be within 0.3 m of the plan position shown on the Drawings. The crest level shall be as shown on the Drawings within the following tolerances of +0.3 m, -0.0 m; and shall not vary by more than 0.3 m when measured over any 5.0 m length of section. The toe of any armoured slope shall not be above the level shown on the Drawings.

The side slopes shall be within +0.1, -0.1 of the nominated gradient (i.e. for the nominated gradient of 1:3.0, the tolerance is between 1:2.9 and 1:3.1).

Commented [CH4]: I'm not sure what the purpose of these samples are if GP is supplying all the rock.

Nowhere on the seawall shall the thickness of rock armour be less than that shown on the Drawings.

#### 4.11 **VEGETATION REMOVAL ALONG ACCESS ROUTES**

Gippsland Ports is responsible for the removal of all native vegetation on both the eastern and western training walls, including the sand dune on the eastern training wall between chainages 0m and 55m. These works will be completed prior to Works Under the Contract commencing.

No vegetation removal is permitted along the length of the access route from the foreshore landing area east of Barrier Landing to the western training wall.

No vegetation removal is permitted along the length of the access route from the foreshore landing area west of Flagstaff Jetty (east of the rock groyne) to the eastern training wall.

#### 4.12 **HERITAGE ARTEFACTS**

Heritage Permit No. P39033 has been granted by Heritage Victoria for the works described as "Core stabilisation and repair works to Sections 5, 8, 8A at the Lakes Entrance Training Walls including the removal, dismantling and reinstatement of tramway elements". Note that works to remove and reinstate the tramway elements is not part of the Works Under Contract – these works will be completed by Gippsland Ports prior to the Works Under Contract commencing.

The Contractor will be bound under Contract with the requirements of the Heritage Permit and its conditions. Under s104 of the Heritage Act 2017, significant penalties apply for any natural person or body corporate who carries out works or activities not in accordance with the permit or conditions. Under s87 of the Heritage Act, significant fines apply to any natural person or body corporate who undertakes works without a permit or permit exemption (in the case of a natural person, a term of imprisonment may also be imposed).

Prior to construction activities commencing, all persons involved in the construction activities that involve ground of subsurface disturbance are to attend a historical archaeological induction delivered by a (Gippsland Ports) nominated archaeologist in recorded video format. The induction material will cover the requirements detailed in the archaeological conditions of the heritage permit, the type of archaeological deposits which may be discovered on land and in the water, the process of reporting a discovery, and the relevant provisions of the Heritage Act 2017.

The approved works are to be planned and carried out in a manner which prevents damage to the registered heritage place / object. However, if other previously hidden original or inaccessible details of the object or place are uncovered, or other historical archaeological artefacts or deposits are uncovered during any excavation or subsurface works, any works that may affect such items must immediately cease and the Superintendent's Representative notified immediately, to enable discussion with Heritage Victoria in relation to further inspection and recording of the items, and/or possible retention of the items, or the issue of a modified approval.

Should any munitions or other potentially explosive artefacts be discovered, Victoria Police and the Principal shall be immediately notified and the site immediately cleared of all personnel.

#### 4.13 **CULTURAL HERITAGE ISSUES**

Cultural Heritage Management Plan CHMP 17046 (amended August 2021) is applicable to these works.

##### **Contingency for the unexpected discovery of human remains**

If suspected human remains are discovered, you must contact the Victoria Police and the State Coroner's Office immediately. If there are reasonable grounds to believe that the remains are Aboriginal Ancestral Remains, the Coronial Admissions and Enquiries hotline must be contacted on 1300 888 544.

- **Discovery**

All activity in the vicinity of the suspected human remains must cease.

The remains must be left in place and protected from harm or damage.

- **Notification**

If suspected human remains have been found, the State Coroner's Office and Victoria Police must be notified immediately.

If there are reasonable grounds to believe the remains are Aboriginal Ancestral Remains, the Coronial Admissions and Enquiries hotline must be immediately notified on 1300 888 544.



All details of the location and nature of the human remains must be provided to the relevant authorities.

#### Contingency for the unexpected discovery of Aboriginal cultural heritage sites

If any Aboriginal cultural heritage sites are located whilst undertaking the works, the following actions must be undertaken:

- All works within 10m of the relevant discovery area must cease immediately and protective fencing erected around the relevant area with a sign stating that the area is a 'no-go' zone. The cultural material must not be removed.
- The person making the discovery shall immediately notify the nominated representative for the RAP and the nominated Gippsland Ports project representative.

Agreement as to the process to be followed to manage the Aboriginal cultural heritage, and how to proceed with works, must be made by a GLAWAC RAP representative, a GLAWAC Technical Specialist and Gippsland Ports, within a period not exceeding 3 working days.

#### 4.14 **HOODED PLOVERS**

The entire site of the works on the western side of the Entrance (from Barrier Landing up to and including the western training wall) is within an area of significant environmental value on the Boole Poole Peninsula. Of particular significance is the presence of potential nesting habitat for Hooded Plovers (*Thinorhis rubricollis*), whose annual breeding season is typically between August and late February-to-early March.

Hooded Plovers have historically also been known to forage on the beach foreshore adjacent to the eastern training wall, however, nesting / breeding observations have not been recently recorded.

In order to preserve both the population and habitat of these threatened shorebirds, a Hooded Plover Management Plan is included as a key condition of the Sec27 Agreement with the Park Managers. The BirdLife Australia document "Protocols for Gippsland Ports for threat minimization to Hooded Plovers (*Thinorhis rubricollis*)" (version 2 October 2021) will be the key guiding document in respect of managing Hooded Plovers during their nesting period. A copy of this document, which sets out specific risk-mitigation protocols for different categories of beach access (i.e. personnel access and site inspection, machine and equipment access, and maintenance / construction works) will be made available to the Contractor.

Key elements of the Management Plan, which will be wholly managed by Gippsland Ports, the Gippsland Lakes Coastal Park Managers and DEECA, include:

- Prior to construction activities commencing, all persons involved in the construction activities are to be made aware of the possibility of encountering nesting birds and their eggs /chicks and complete an appropriate induction process such as that developed by BirdLife Australia.
- During construction activities:
  - Access to both works sites for equipment and personnel is only via the designated access tracks from the landing site to the beach foreshore and along the beach (western side only)
  - Access along the beach must be below the high water mark
  - The beach shall not be accessed in the period one hour either side of a high tide
  - If a nest and/or chicks is discovered within the work zone:
    - The Superintendent's representative and all site staff involved in the construction activities shall be immediately notified of the nest and/or chicks location
    - The Superintendent's representative will then liaise with the Park Managers / DEECA regarding protection of the nest and/or chick site (e.g. buffer zones, signage, temporary fencing, shelters, etc).
    - Any buffer zone established to protect the nest and/or chick site must be adhered to
    - No works are to be carried out within the buffer zone
  - Construction activities in the work zone, or within a specified distance of a nest anywhere else in the monitoring area, will only be permitted to continue under conditions as specified in writing by DEECA & the Gippsland Lakes Coastal Park Managers.

Commented [TW5]: Would suggest deleting

Commented [CH6]: Who is responsible for installing, maintaining and removing these? Who is responsible for any delays due to presence of birds or impact of protection measures?

Commented [TW7R6]: Damian as discussed I think best to clarify that the Principal will be responsible to avoid any doubt when tenderers are pricing



#### 4.15 **SAFETY IN DESIGN REPORT**

##### 4.15.1 **GENERAL**

As part of the detailed design phase for the Works, Gippsland Ports' design consultant Water Technology has considered the Safety in Design aspects of the Works and prepared a Safe Design Risk Register (SDRR).

The SDRR identifies, at the design stage, reasonably foreseeable hazards and associated risks pertinent to this project. Where possible, the hazards have been designed out (i.e. eliminated) however where this has not been possible, risk control measures are proposed to reduce the risk(s) associated with each hazard so 'far as is reasonably practicable'.

Following appointment of the Contractor, the SDRR will be workshoped with the Contractor, Gippsland Ports and Water Technology and updated accordingly to reflect any changes that are required prior to handover of the management of residual open risks. The SDRR may also be updated as the construction phase of the project progresses.

The Safe Design Risk Register (at the detailed design stage) is presented in Appendix E.

##### 4.15.1 **STRUCTURAL STABILITY**

A key constructability risk is the stability of the existing training walls for heavy equipment. Geotechnical advice and slope stability modelling has been included in the design process to understand the safety limits for construction access near the training walls.

The modelling has assessed that a maximum load of 15T would be applicable to the critical sections of the top of the cribwork (prior to placement of the design ballast rock). This limit **does not include any factor of safety** and is stated here as guidance on the sensitivity of this structure, not as a design load limit. Other factors may influence this limit such as eccentricity of loading, variations in the cross-sections along the existing structure.

The modelling indicated that a 55T load placed on the opposite side of the cribwork (i.e. the beach side) is likely stable with a reasonable factor of safety. Given the span across the training wall, the works are likely to require a long-reach excavator, or similar equipment to complete the works.

The Contractor shall be familiar with the recommendations and assumptions of these assessments. The Contractor shall be responsible for ensuring that the specific equipment and construction methodology is suitable. This may include a need for temporary works, further slope stability checks and/or controlled sequencing of construction works for different sections.

Any deviations from the assumed equipment and loading patterns shall be raised with the Principal. The Contractor shall be responsible for assessing the safety and stability of construction using their proposed equipment.

#### 4.16 **CONTRACTOR'S WORKING AREA & FORESHORE ACCESS**

##### 4.16.1 **GENERAL**

The Contractor shall be responsible for the supply of all and any amenities, shedding and services that may be required for the supervision and execution of the Works at the works sites. At the completion of the Works, these facilities shall be removed from the site and the area left to the satisfaction of the Principal.

The Contractor's working and storage areas shall be kept in a neat and tidy condition to the satisfaction of the Principal.

It shall be deemed that the Contractor has allowed in his rates and amounts for all applicable Occupational Health and Safety requirements and for the provision of Traffic / Pedestrian / Vessel Control. It shall be incumbent upon the Contractor to ensure all site activities comply with these requirements.

The Contractor shall prepare and submit to Gippsland Ports for approval a site specific Construction and Environmental Management Plan that describes how the Contractor will (i) minimise the risk of polluting the environment (air, water, noise, waste, soil contamination, sediment control), including suitable procedures and resources to react promptly and efficiently in the event that pollution occurs, and (iii) implement suitable controls so as not to cause degradation of the existing sand tracks and foreshore areas including beaches, and (iii) preserves natural habitats and identified historic and archaeological sites. Refer also to Clause 3.7 for additional requirements.

Prior to commencement of any activities associated with the works, the Contractor shall engage a suitably qualified and accredited professional to prepare a Construction Vehicle & Pedestrian Management Plan (CVPMP) for both access routes. The Plan must address, as a minimum, the anticipated movements of all construction vehicles within and around the landing areas, along the existing foreshore access sand tracks and open beach areas, any restrictions on movement of construction vehicles as imposed by tidal conditions prevailing at the time of the works, and the use of escort / pilot vehicles and/or traffic controllers. The CVPMP must be submitted for approval to Gippsland Ports a minimum of 2 weeks prior to works commencing on site.

The Contractor is responsible for providing, installing and maintaining for the duration of the works, all necessary flagging, bunting, fencing and signage at all activity areas associated with the construction works.

The Contractor will also be permitted to use the meeting room and amenities facilities at the Bullock Island Wharf compound. These facilities must be kept in a neat and tidy condition at all times. These facilities will be monitored frequently and are used intermittently by other Gippsland Ports staff and/or external Contractors.

#### 4.16.2 ACCESS TO WESTERN TRAINING WALL

The following images show (i) the major land-based activity areas on Boole Poole Peninsula associated with works on the western training wall, and (ii) navigation features along the proposed water-borne transport route from Bullock Island to Barrier Landing.

Five areas have been identified with specific management requirements, each of which is described below.

- Bullock Island Wharf (managed by Gippsland Ports);
- Barrier Landing Site (managed by Parks Victoria / GLaWAC);
- Access track to Beach Foreshore (managed by Parks Victoria / GLaWAC);
- Beach access to Western Training Wall (managed by Parks Victoria / GLaWAC); and
- Foreshore area adjacent to Western Training Wall (managed by Parks Victoria / GLaWAC).

Note: the Western Training Wall structure is managed by Gippsland Ports. All Contractor work areas identified in the following sections are subject to the approval of the Park Managers (Parks Victoria and GLaWAC), and are shown here for illustrative purposes.

#### BULLOCK ISLAND TO BARRIER LANDING

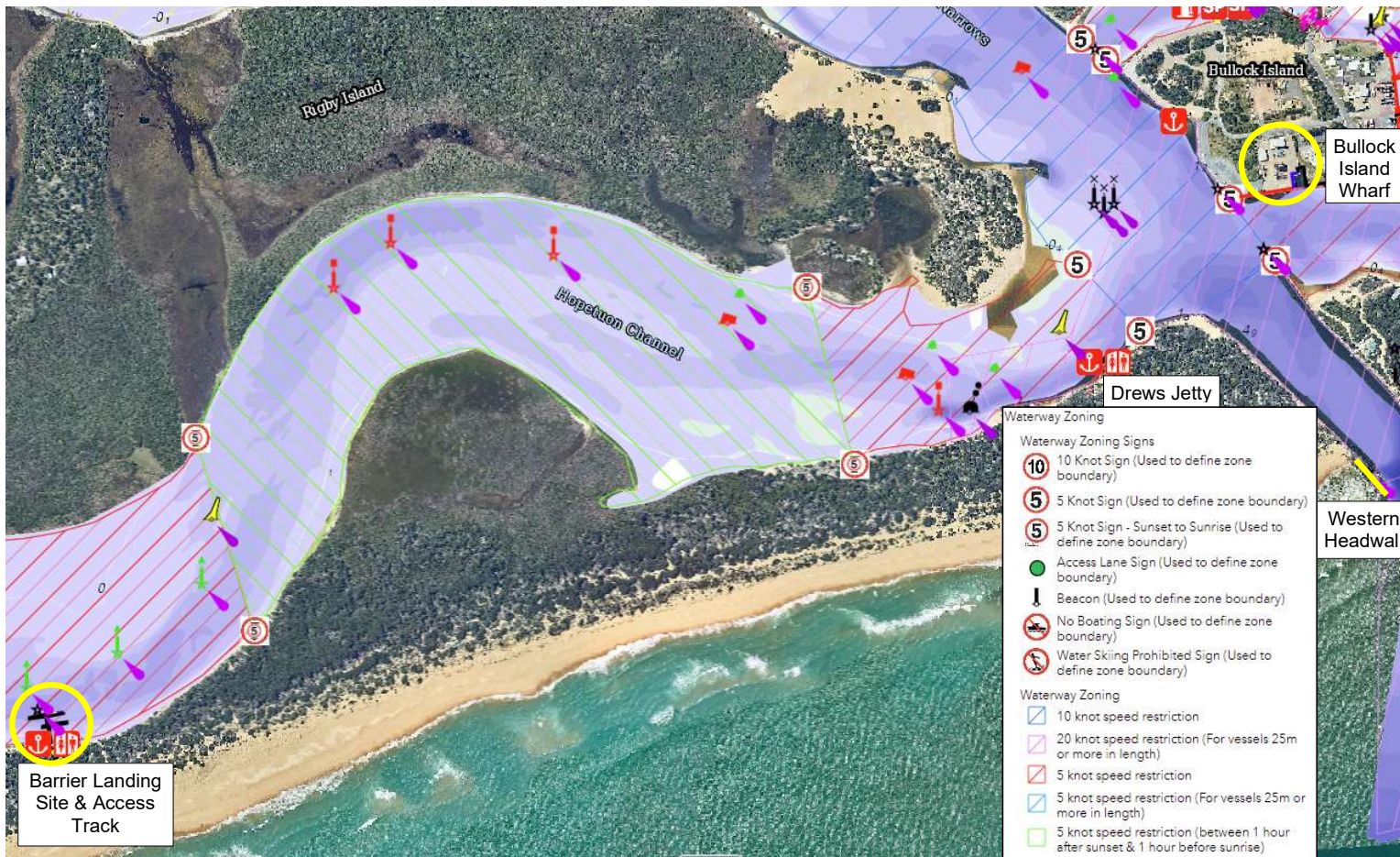
It is proposed that all construction equipment and materials be transported via barge from Gippsland Ports' Bullock Island Wharf, via Hopetoun Channel, to a foreshore landing site just east of Barrier Landing Jetty.

The water-based transport distance is approximately 2.8km. A 5-knot speed zone applies from Bullock Island to approximately 500m west (i.e. upstream) of Drews Jetty, with the exception of a 10-knot speed zone through the intersection with the main channel – refer navigation features image. A 5-knot speed zone also applies in the vicinity of Barrier Landing Jetty, extending approximately 300m east (i.e. downstream) of the jetty.



Land based activity areas on Boole Poole Peninsula associated with works on the Western Training Wall





Navigation features along proposed water-borne transport route (source: Waterways Online – Gippsland Ports)

BARRIER LANDING SITE

This area will provide a temporary shore base on the northern side of the Boole Poole Peninsula. It will be adjacent to the existing Barrier Landing Jetty and the emergency access track to the Ninety Mile Beach.

The Contractor shall provide signage at this site.



*Barrier Landing Site*

ACCESS TRACK TO BEACH FORESHORE

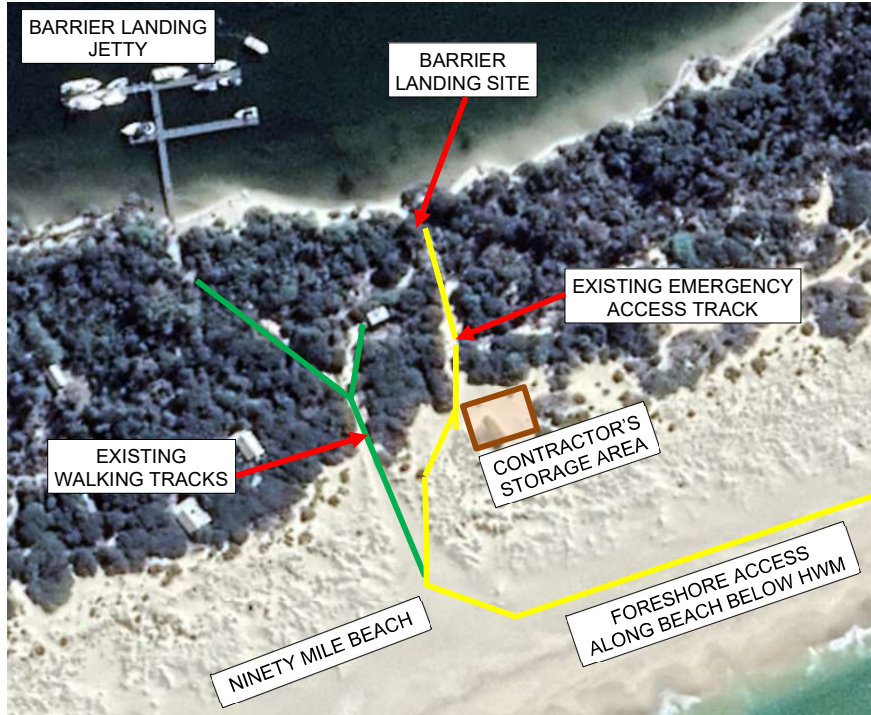
Access from the Barrier Landing site south to Ninety Mile Beach foreshore will be along the existing emergency access track (refer image overleaf). Both sides of the track shall be delineated with rope and flag markers, to the satisfaction of the Principal and the Park Managers.

The Contractor shall provide signage at each end of the access track and at the junction with the existing walking track.



*Emergency access track towards locked gate*





*Access from Barrier Landing site to beach foreshore*



*Access route from dune to locked gate*



*Access route from dune to beach foreshore*

The Contractor is permitted to use an area at the top of the dune on the foreshore as a temporary compound for the duration of the works – refer image below for approximate extent which is to be confirmed onsite prior to works commencing. The Contractor shall obtain approval from the Principal before using any area land outside the nominated area.

The Contractor shall erect a 1.8m high chain-wire fence that will exclude the public from the compound, including the area set aside for equipment and materials storage. The Contractor shall provide signage at this site.

#### BEACH ACCESS TO WESTERN TRAINING WALL

All plant will be moved 2.5km along the foreshore to the western training wall, seawards of the dune area where safe to do so and below the high-water mark. The movement of plant shall be at minimum speeds, in an orderly manner with appropriate warning flashing lights and audible buzzers. A pilot vehicle (e.g. four-wheel drive buggy) should accompany large vehicle movements (e.g. excavators, cranes, etc).

#### ADJACENT TO WESTERN TRAINING WALL

The Contractor is permitted to use an area beside the existing training wall as a temporary compound for the duration of the works – refer image on previous page for approximate extent which is to be confirmed onsite prior to works commencing. This area may be within the zone impacted by waves at high tide and/or during storm events.

The Contractor shall obtain approval from the Principal before using any land outside the nominated area. This area may contain a site caravan, toilet and be used to store minor equipment and tools, as well as providing a rock storage / sorting pile. Construction equipment (e.g. crane, excavator, etc) may also be stored in this compound when not in use.

**Commented [CH8]:** Need to include that this area can be impacted by waves during high tide or storms and contractor uses it at their own risk

**Commented [CH9]:** Need to include that this site is within zone impacted by waves at high tide or during storms, so contractor using at their own risk



*Proposed location of Contractor's storage compound adjacent to work site*

#### 4.16.3 ACCESS TO EASTERN TRAINING WALL

The following images show (i) the major land-based activity areas on the foreshore areas adjacent to the eastern training wall, and (ii) navigation features along the proposed water-borne transport route from Bullock Island to the foreshore area west of Flagstaff Jetty.

Four areas have been identified with specific management requirements, each of which is described below.

- Bullock Island Wharf (managed by Gippsland Ports);
- Foreshore landing site west of Flagstaff Jetty (managed by Gippsland Ports);
- Access track to foreshore area (managed by Gippsland Ports);
- Adjacent to Eastern Training Wall (managed by Gippsland Ports).

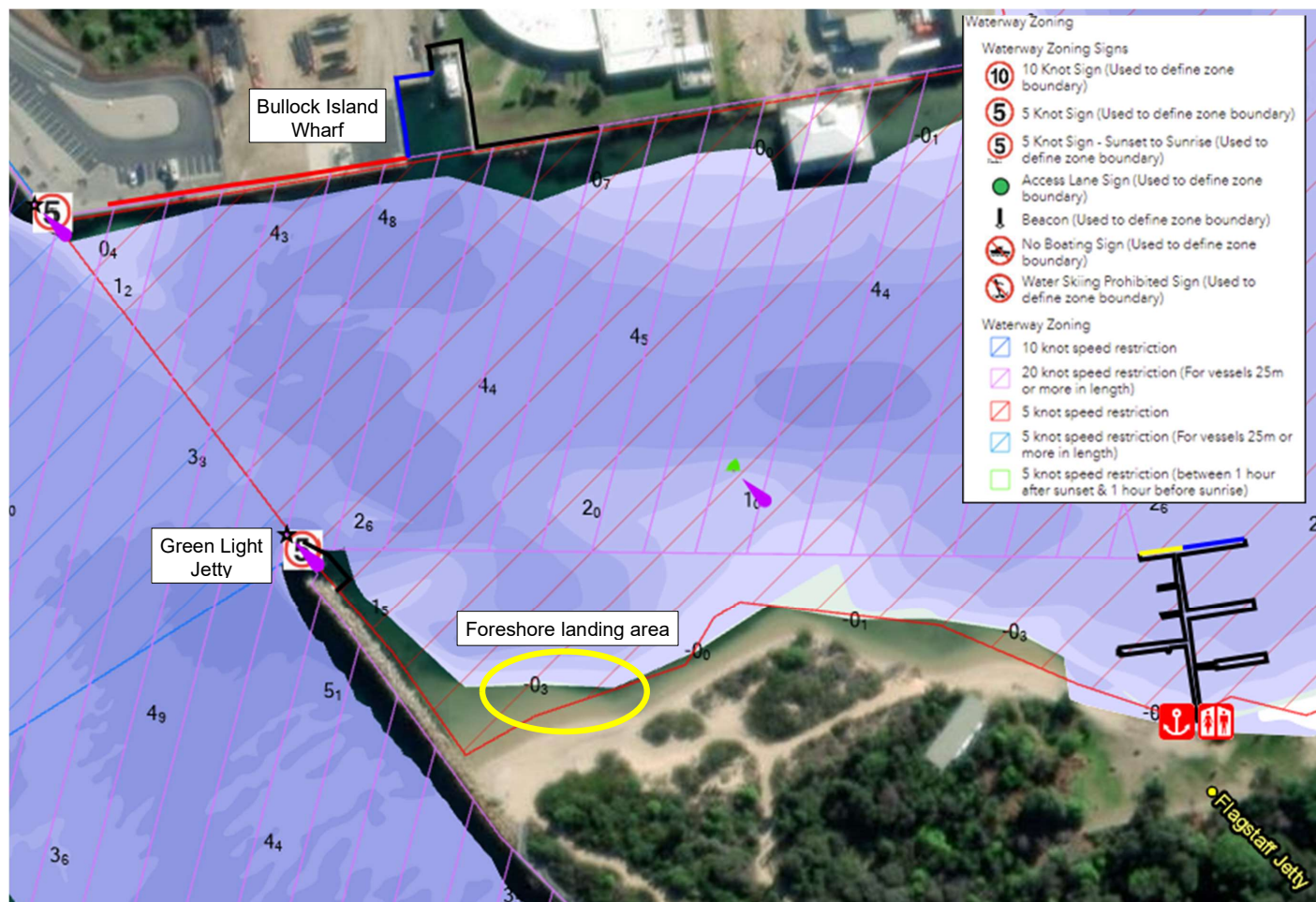
All Contractor work areas identified in the following sections are subject to the approval of the Principal and are shown here for illustrative purposes.

An alternative land-based access route exists from Eastern Beach along the beach foreshore, past Main Beach, to the works site, however, this route is restricted to one-off machinery and equipment movements only (i.e. it is not to be relied upon for the continuous delivery of materials), and is unavailable for use from early December through to the end of April.. Permission to use this route and the carpark at Eastern Beach is authorised and managed by East Gippsland Shire Council under a Land Manger Consent process. The Contractor will be responsible for securing such Consent should they wish to use this alternative route.





*Land based activity areas on foreshore adjacent to eastern training wall*



Navigation features along proposed water-borne transport route (source: Waterways Online – Gippsland Ports)



#### BULLOCK ISLAND TO FORESHORE LANDING AREA (WEST OF FLAGSTAFF JETTY)

It is proposed that all construction equipment and materials be transported via barge from Gippsland Ports' Bullock Island Wharf, across Cunninghame Arm, to a foreshore landing site west of Flagstaff Jetty. The water-based transport distance is less than 200m and is wholly located within a 5-knot speed zone.

#### FORESHORE LANDING SITE AND ACCESS TRACK TO FORESHORE

This area will provide a temporary shore base on the northern side of the barrier and is adjacent to an existing track that provides access to and past the Gippsland Ports managed Sand Transfer Station, tide gauge platform and Eastern Training Wall. Both sides of the track shall be delineated with rope and flag markers to the satisfaction of the Principal. The Contractor shall provide signage at this site.

The area is popular with pedestrians who access the area from the Flagstaff Jetty precinct. The Contractor shall provide signage at each end of the access track and at the junctions with existing walking tracks and the boardwalk structure.



Access from Flagstaff Jetty foreshore to beach foreshore



*Foreshore landing site west of Flagstaff Jetty*



*Along access track looking south towards Sand Transfer Station (on right)*



*Along access track looking north towards Sand Transfer Station (on left)*



*Along access track looking south towards tide gauge platform*

#### ADJACENT TO EASTERN TRAINING WALL

The Contractor is permitted to use an area beside the existing training wall as a temporary compound for the duration of the works – refer image on previous page for approximate extent which is to be confirmed onsite prior to works commencing. This area may be within the zone impacted by waves at high tide and/or during storm events.

The Contractor shall obtain approval from the Principal before using any land outside the nominated area. This area may contain a site caravan, toilet and be used to store minor equipment and tools, as well as providing a rock storage / sorting pile. Construction equipment (e.g. crane, excavator, etc) may also be stored in this compound when not in use.

The area is popular with pedestrians who access the area from the Flagstaff Jetty precinct via the access track over the dune from the Flagstaff Structure, or directly along the beach from the east (many pedestrians like to complete the Entrance walk loop from Main Beach approximately 2.5 km to the east).

**Commented [CH10]:** Need to include that this site is within zone impacted by waves at high tide or during storms, so contractor using at their own risk

## 5 ATTACHMENT A - ANNEXURES TO AS2124-1992

### ANNEXURE to the Australian Standard General Conditions of Contract

## PART A

This Annexure shall be issued as part of the tender documents and is to be attached to the General Conditions of Contract and shall be read as part of the Contract.

The law applicable is that of the State or Territory of: (Clause 1)	<b>Victoria</b>
Payments under the Contract shall be made at: (Clause 1)	<b>Bairnsdale, Victoria</b>
The Principal: (Clause 2)	<b>Gippsland Ports Committee of Management Inc</b>
The address of the Principal:	<b>97 Main Street, Bairnsdale, Victoria, 3875</b>
The Superintendent: (Clause 2)	<b>Chris Waites (Chief Executive Officer, Gippsland Ports Committee of Management Inc)</b>
The address of the Superintendent:	<b>97 Main Street, Bairnsdale, Victoria, 3875</b> .....
Limits of accuracy applying to quantities for which the Principal accepted a rate or rates: (Clause 3.3(b))	<b>+ or – 10%</b>
Bill of Quantities—the alternative applying: (Clause 4.1)	<b>Alternative 2</b>
The time for lodgement of the priced copy of the Bill of Quantities: (Clause 4.2)	<b>With Tender Submission</b>
# Contractor shall provide security in the amount of: (Clause 5.2)	<b>Five (5) % of the awarded contract amount (exclusive of GST)</b>
# Principal shall provide security in the amount of: (Clause 5.2)	<b>Nil</b>
# The period of notice required of a party's intention to have recourse to retention moneys and/or to convert security: (Clause 5.5)	<b>Five (5) days</b>

# Where there are Separable Portions, these items shall be deleted

# Where there are Separable Portions, these items shall be deleted

The percentage to which the entitlement to security and retention moneys is reduced: (Clause 5.7)	<b>Fifty (50) %</b>
Interest on retention moneys and security—the alternative applying: (Clause 5.9)	<b>Alternative 2</b>
The number of copies to be supplied by the Principal: (Clause 8.3)	<b>One (1)</b>
The number of copies to be supplied by the Contractor: (Clause 8.4)	<b>One (1)</b>
The time within which the Superintendent must give a direction as to the suitability and return the Contractor's copies: (Clause 8.4)	<b>Twenty-Eight (28) Days</b>
Work which cannot be subcontracted without approval: (Clause 9.2)	<b>All Work</b>
The percentage for profit and attendance: (Clause 11(b))	<b>7.5%</b>
The amount or percentage for profit and attendance: (Clause 11(c))	<b>0.0%</b>
Insurance of the Works—the alternative applying: (Clause 18)	<b>Alternative 1</b>
The assessment for insurance purposes of the costs of demolition and removal of debris: (Clause 18(ii))	<b>As per Tenderer's schedule item</b>
The assessment for insurance purposes of consultants' fees: (Clause 18(iii))	<b>Not Applicable</b>
The value of materials to be supplied by the Principal: (Clause 18 (iv))	<b>Not applicable</b>
The additional amount or percentage: (Clause 18(v))	<b>Not Applicable</b>
Public Liability Insurance—the alternative applying: (Clause 19)	<b>Alternative 1</b>
The amount of Public Liability Insurance shall be not less than: (Clause 19)	<b>\$20,000,000</b>
The time for giving possession of the Site: (Clause 27.1)	<b>Twenty-Eight (28) Days from signing of Contract</b>

# The Date for Practical Completion: (Clause 35.2)	<b>**Tenderers to note** Date for Practical Completion to be agreed with the successful Tenderer</b>
# Liquidated Damages per day: (Clause 35.6)	<b>\$500</b>
# Limit of Liquidated Damages: (Clause 35.7)	<b>Unlimited</b>
# Bonus per day for early Practical Completion: (Clause 35.8)	<b>Not Applicable</b>
# Limit of bonus: (Clause 35.8)	<b>Not Applicable</b>
# Extra costs for Delay or Disruption: (Clause 36)	Event ..... ..... .....
# The Defects Liability Period: (Clause 37)	<b>12 Calendar Months</b>
The Charge for overheads, profit, etc. for Daywork: (Clause 41(f))	<b>7.5%</b>
Times for Payment Claims: (Clause 42.1)	<b>Fortnightly</b>
Unfixed Plant and Materials for which payment claims may be made notwithstanding that they are not incorporated in the Works: (Clause 42.1(ii))	<b>Nil</b>
Retention Moneys on: (Clause 42.3)	(a) work incorporated in the Works and any work or items for which a different amount of retention is not provided, <b>0%</b> of the value until <b>0%</b> of the Contract Sum is held; (b) items on Site but not yet incorporated in the Works, <b>0%</b> ; (c) items off Site but in Australia <b>0%</b> ; (d) items not in Australia <b>0%</b> ; (e) disbursements incurred by the Contractor for customs duties, freight, marine insurance, primage, landing and transport in respect of the work under the Contract <b>0%</b> ;
Unfixed Plant or Materials — the alternative applying: (Clause 42.4)	<b>Alternative 2</b>
The rate of interest on overdue payments:	<b>Zero (0) % per Annum</b>

# Where there are Separable Portions, these items shall be deleted



(Clause 42.9)

The delay in giving possession of the Site which shall be a substantial breach:  
(Clause 44.7)

**Sixty (60) Days**

The alternative required in proceeding with dispute resolution:  
(Clause 47.2)

**Alternative 2**

The person to nominate an arbitrator:  
(Clause 47.3)

**Chairperson, Resolution Institute, Victoria**

Location of arbitration:  
(Clause 47.3)

**Victoria**

**Separable Portions**

1. Separable Portion: .....
2. Contractor shall provide security in the amount of: .....  
(Clause 5.2)

Principal shall provide security in the amount of: .....  
(Clause 5.2)

The period of notice required of a party's intention to have recourse to retention moneys and/or to convert security: .....  
(Clause 5.5)

3. The Date for Practical Completion: .....  
(Clause 35.2)

4. Liquidated Damages per day: .....  
(Clause 35.6)

5. Limit of Liquidated Damages: .....  
(Clause 35.7)

6. Bonus per day for early Practical Completion: .....  
(Clause 35.8)

7. Limit of bonus: .....  
(Clause 35.8)

**Event**

8. Extra costs for Delay or Disruption: .....  
(Clause 36)
- .....
- .....

9. Defects Liability Period: .....  
(Clause 37)

**APPROVED FORM OF UNCONDITIONAL UNDERTAKING**

(Clause 5.3)

At the request of ..... ('the Contractor') and in consideration of .....  
 ..... ('the Principal') accepting this undertaking in respect of the contract for

.....  
 ..... ('the Financial Institution') unconditionally undertakes to pay on demand  
 any sum or sums which may from time to time be demanded by the Principal to a maximum aggregate  
 sum of \$ .....

( ..... )

The undertaking is to continue until notification has been received from the Principal that the sum is no  
 longer required by the Principal or until this undertaking is returned to the Financial Institution or until  
 payment to the Principal by the Financial Institution of the whole of the sum or such part as the Principal  
 may require.

Should the Financial Institution be notified in writing, purporting to be signed by .....  
 ... for and on behalf of the Principal that the Principal desires payment to be made of the whole or any  
 part or parts of the sum, it is unconditionally agreed that the Financial Institution will make the payment  
 or payments to the Principal forthwith without reference to the Contractor and notwithstanding any  
 notice given by the Contractor not to pay same.

Provided always that the Financial Institution may at any time without being required so to do pay to  
 the Principal the sum of \$ .....

( ..... )

less any amount or amounts it may previously have paid under this undertaking or such lesser sum as  
 may be required and specified by the Principal and thereupon the liability of the Financial Institution  
 hereunder shall immediately cease.

DATED at ..... this ..... day of ..... 10 .....

**ANNEXURE to the Australian Standard**  
**General Conditions of Contract**

## PART B

NOTE: This table is intended for easy reference to clauses that may have been deleted, amended or added to Australian Standard 2124—1992

1. The following Clauses have been deleted from the General Conditions in AS 2124—1992:

**Nil** .....

.....

.....

.....

.....

2. The following Clauses have been amended and differ from the corresponding Clauses in AS 2124—1992:

**Clause 8.1 is amended as follows:**

- In the first paragraph of Clause 8.1, delete the word “in” after the words “ambiguity or discrepancy” and insert the words “within or between any Contract Documents (as defined in the formal instrument of agreement) and/or” in its place.
- Insert after the second reference to the words “ambiguity or discrepancy” in the first paragraph the following (“**Discrepancy**”).
- In the third sentence of the first paragraph, delete the words “ambiguity or discrepancy” and insert the word “Discrepancy” in its place.
- Insert the following new paragraph after the existing first paragraph:  
 “The Principal may resolve a Discrepancy by:  
 (a) applying the order of precedence in the formal instrument of agreement; or  
 (b) issuing a direction to the Contractor to resolve a Discrepancy in any other manner.

The Contractor will not be entitled to make any claim for any adjustment to the Contract Sum, for an extension of time or on any other basis arising out of any direction issued pursuant to subclause 8.1(a).”

- Delete the words “the direction” and insert the words “a direction issued under subclause 8.1(b)” in their place in the second paragraph.
- Insert after the words “at the time of tendering” in the last paragraph the following words “and the relevant Discrepancy was not caused or contributed to by the Contractor or its employees, contractors, consultants or agents”.

3. The following Clauses have been added to those of AS 2124—1992:

**49 Occupational Health and Safety Management Plan**

**49.1 Submission of Draft Occupational Health and Safety Management Plan**

Within 7 days before commencing the work under the Contract, and as a precondition to being entitled to submit any claim for payment, the Contractor shall submit an occupational health and safety management plan (**Draft OH&S Management Plan**) to the Principal for review which must:

- (a) be consistent with the occupational health and safety management plan provided at tender (if any);
- (b) comply with all relevant legislative requirements;

- (c) address any other matters reasonably requested in writing by the Principal to be addressed in such plan; and
- (d) be provided in such form as may be directed in writing by the Principal (acting reasonably).

#### **49.2 Comment on Draft OH&S Management Plan**

The Principal may, within 7 days (or such other times as agreed by the parties) of receiving the Draft OH&S Management Plan in accordance with clause 49.1 either:

- (a) make no comment or give no objection on the Draft OH&S Management Plan (in which case the Draft OH&S Management Plan is the **Final OH&S Management Plan**); or
- (b) reject the Draft OH&S Management Plan (in which case the Draft OH&S Management Plan shall not be the Approved OH&S Management Plan).

If the Principal rejects the Draft OH&S Management Plan, the Contractor must resubmit the plan with any amendments notified by the Principal, for comment in accordance with clause 49.2 until such time as the Draft OH&S Management Plan becomes the Final OH&S Management Plan.

#### **49.3 Compliance with Final OH&S Management Plan**

Without limiting the Contractor's obligations arising out of the Contract, the Contractor shall, in performing the Works, comply with the Final OH&S Plan.

### **50 Plans**

#### **50.1 Submission of Plan**

Without limitation to clause 49, within 7 days before commencing the work under the Contract, and as a precondition to being entitled to submit any claim for payment, the Contractor shall submit:

- (a) a traffic management plan;
  - (b) a construction management plan; and
  - (c) an environmental management plan,
- (each a **Draft Plan**), to the Principal for review which must:
- (d) be consistent with the plans provided at tender (if any);
  - (e) comply with all relevant statutory requirements;
  - (f) address any other matters reasonably requested in writing by the Principal to be addressed in such plan; and
  - (g) be provided in such form as may be directed in writing by the Principal (acting reasonably).

#### **50.2 Comment on Draft Plan**

The Principal may, within 7 days (or such other times as agreed by the parties) of receiving the Draft Plan in accordance with clause 49.1 either:

- (a) approve the Draft Plan (in which case the Draft Plan shall be deemed to be the **Final Plan**);
- (b) reject the Draft Plan (in which case the Draft Plan shall not be the Final Plan); or
- (c) make no comment on the Draft Plan (in which case the Contractor may elect to proceed with the work under the Contract as if the Draft Plan is the Final Plan).

If the Principal rejects the Draft Plan, the Contractor must resubmit the plan with any amendments notified by the Principal, for approval in accordance with clause 49.2 until such time as the Draft OH&S Management Plan becomes the Final Plan.

#### **50.3 Compliance with Final Plan**

Without limiting the Contractor's obligations arising out of the Contract, the Contractor shall, in performing the Works, comply with the Final Plan.

## **PART C**

### **Post Tender Correspondence**

- An updated Construction Management Program confirming milestone dates. Once approved by the Principal, this will form part of the contract documentation;
- An updated Construction Vehicle & Pedestrian Management Plan – this plan needs to be contract specific and provide information on how the Contractor intends to control traffic and pedestrian movements in and around the works site. Once approved by the Principal, this will form part of the contract documentation;
- An updated Health and Safety Coordination Plan, Risk Assessments, Job Safety Analysis (JSA), Safe Work Method Statements (SWMS), Procedures or Safe Work Instructions, or a combination of these. These plans need to be contract specific and relate to the work being carried out. Once approved by the Principal, this will form part of the contract documentation; and
- An updated Construction Environment Management Plan. This plan needs to be contract specific and relate to the work being carried out and protection of the site of the works. Once approved by both the Principal and the Department of Energy, Environment and Climate Action (DEECA), this will form part of the contract documentation.

## 6 ATTACHMENT B – FORMAL INSTRUMENT OF AGREEMENT



Formal Instrument of Agreement

**Contract No. XXXX**

**THIS AGREEMENT** is made this on the                      day of                      2025

**BETWEEN**

The Principal:    **GIPPSLAND PORTS COMMITTEE OF MANAGEMENT INCORPORATED**  
                          97 Main Street, Bairnsdale, Victoria, 3875  
                          ABN 98 943 634 870

**AND**

The Contractor: .....

.....

ABN : .....

**FOR** the works described as:

***LAKES ENTRANCE TRAINING WALLS REMEDIATION WORKS***

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

- Australian Standard AS 2124 – 1992: General Conditions of Contract, and Annexures, as modified by the Special Conditions set out in Annexure Part B;
- This Formal Instrument of Agreement document
- Specification for Lakes Entrance Training Walls Remediation Works
- Drawings attached to the Specification
- Contractor's Tender dated .....
- Gippsland Ports letter of acceptance dated .....
- Contract-specific Local Industry Development plan submitted by the Contractor.....
- That post-tender correspondence dated (if any) set out in Annexure C.....

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

Signed for the Contractor

Signed for the Principal

Name:.....

Name:.....

Position:.....

Position:.....

Signed:.....

Signed:.....

Witness:.....

Witness:.....

## 7 ATTACHMENT C - PRELIMINARY HAZARD IDENTIFICATION AND CONTROL

Gippsland Ports has conducted a preliminary desktop identification of safety and environmental hazards and control for the contract. If the tenderer identifies further hazards and controls please add them to the list and suggest controls.

The hazards and controls listed here are generic. Prior to the commencement of works on site, the contractor will be required to reassess these hazards and controls to ensure that they are contract specific.

Preliminary Hazard Identification and Controls		
Contract No. 8760 – Lakes Entrance Training Walls Remediation Works		
Hazard	Possible Cause	Control Measure
1. Working over water	1.1 Person falling into water	<ul style="list-style-type: none"> <li>Where possible set up fall protection</li> <li>Staff have appropriate swimming competency</li> <li>Staff trained in PFD use and in water rescue techniques</li> <li>Ensure that PFD, life buoy, rope or ladder available</li> </ul>
	1.2 Using electrical tools over water	<ul style="list-style-type: none"> <li>Use battery, hydraulic or pneumatic tools</li> <li>Ensure that trip mechanism is operational</li> <li>Ensure that leads are off the ground</li> </ul>
	1.3 Working from a barge	<ul style="list-style-type: none"> <li>Where possible secure barge</li> <li>Barge handrails in place</li> <li>Use spotter where required to alert of wake</li> </ul>
2. Traffic hazards	2.1 Trucks entering, exiting a work site	<ul style="list-style-type: none"> <li>Use of traffic signalmen</li> <li>Installation of temporary traffic signals</li> <li>Use of Safety Signs</li> <li>Speed restriction signs displayed and enforced</li> </ul>
	2.2 Working in close proximity to roads	<ul style="list-style-type: none"> <li>Use of witches hats or temporary barriers to cordon off sections of road</li> <li>Closure of road</li> <li>Use of Safety Signs</li> <li>Speed restriction signs displayed and enforced</li> </ul>
3. Manual handling	3.1 Use of heavy hand-held tools	<ul style="list-style-type: none"> <li>Use of support harness</li> <li>Limits on duration of use</li> <li>Job rotation and training</li> </ul>
	3.2 Handling of heavy objects	<ul style="list-style-type: none"> <li>Provide mechanical aids</li> <li>Redesign object or task</li> </ul>
4. Contact with heat	4.1 Hot Materials	<ul style="list-style-type: none"> <li>Provide appropriate protective clothing and training</li> </ul>
	4.2 Fire in the Workplace	<ul style="list-style-type: none"> <li>Keep workplace clear of waste materials</li> <li>Issue of hot work permit</li> <li>Remove flammable materials or store correctly</li> <li>Provide adequate fire fighting equipment</li> <li>Employee fire fighting training</li> <li>Eliminate ignition sources from flammable atmospheres</li> </ul>
	4.3 Exposure to sun	<ul style="list-style-type: none"> <li>Provide protective clothing and sunscreen</li> <li>Reduce exposure time</li> <li>Provide shade structure</li> <li>Reschedule work</li> </ul>



Hazard	Possible Cause	Control Measure
<b>5. Contact with electricity</b>	5.1 Faulty electric leads and tools	o Tools and leads inspected and tagged
	5.2 No earth leakage detectors	o Residual current devices in all circuits o Residual current devices tested regularly
	5.3 Electric leads on ground	o Electrical leads kept elevated and clear of work areas
	5.4 Electrical leads in damp areas	o All electric leads kept dry
	5.5 Electric leads tied to metal rails	o All electric leads are kept insulated
	5.6 Plant not isolated	o Ensure permit to work system followed o Lock-out and equipment tag procedure
	5.7 Contact with underground or overhead cables	o Location of services to be established o Overhead cables to be protected o Services to be isolated when working in proximity o Establish safe clearance distances
<b>6. Exposure to noise</b>	6.1 Plant and equipment not silenced	o Fit noise suppression to noisy plant and equipment
	6.2 Not wearing appropriate protection	o All personnel to wear appropriate PPE (hearing protectors)
	6.3 Excessive exposure time to noisy areas	o Regulate employee exposure to noise
<b>7. Contact with high pressure</b>	7.1 Burst air lines	o Air hoses in good condition and regularly inspected
	7.2 Hoses becoming uncoupled	o All hose couplings fitted with pins or chains
	7.3 Using compressed air to clean clothing	o Prohibit and instruct employees on dangers
	7.4 Improper handling of gas cylinders	o Cylinders stored upright and secured
	7.5 Defective pressure gauges	o All pressure gauges inspected regularly for defects
<b>8. Contact with chemicals</b>	8.1 Incorrect handling procedures	o All employees trained in MSDS requirements o MSDS requirements incorporated into JSAs and SWMSs
	8.2 Lack of information	o Review Material Safety Data Sheet and assess risks
	8.3 Not wearing appropriate PPE	o All personnel provided with appropriate PPE and training on how to use it
	8.4 Incorrect storage	o Hazardous substances stored and labelled correctly
	8.5 Elevated exposure levels	o Provide mechanical ventilation o All personnel provided with appropriate PPE and training on how to use it

Hazard	Possible Cause	Control Measure
<b>9. Contact with radiation</b>	9.1 Exposure to arc welding	o Welding operations shielded
	9.2 Not wearing appropriate PPE	o All personnel wear appropriate PPE
	9.3 Exposure during radiography operations	o Correct procedures developed and followed
	9.4 Exposure to lasers	o Regular equipment check o Follow documented safe work procedure for laser
	9.5 Exposure to sun	o Provide protective clothing and sunscreen
<b>10. Struck against</b>	10.1 Protruding objects in access routes	o Protruding objects are removed or marked o Provide appropriate PPE (hard hat, safety boots)
	10.2 Not wearing appropriate PPE	o Provide appropriate PPE & training
	10.3 Personnel running in the workplace	o Personnel exercise restraint and walk
<b>11. Struck by object</b>	11.1 Objects falling from work platforms	o All work platforms fitted with toe-boards o Fence off areas below to prevent access o Materials stacked securely o All personnel wear appropriate PPE (hard hats) o Secure loose objects to structure
	11.2 Debris from grinding operations	o Personnel wear appropriate PPE o Shield grinding operations
	11.3 Wind-blown particles	o All personnel wear appropriate PPE
	11.4 Loads slung from cranes	o Loads not slung over personnel o Taglines are used to prevent loads swinging o Loads slung correctly
<b>12. Fall from height</b>	12.1 No handrails	o All work platforms have secure handrails
	12.2 Working outside handrails	o Passive fall protection put in place o Persons wear full fall arrest type harness
	12.3 Floor penetrations not covered	o All floor penetrations covered or barricaded
	12.4 Ladders not secured	o All ladders secured to prevent movement o Ladders to extend at least 1m above landings
	12.5 Unsafe area	o Tag and fence to prevent access
<b>13. Slips and falls</b>	13.1 Access routes obstructed by materials	o All access routes kept clear of materials and debris
	13.2 Leads and hoses across access routes	o All leads kept clear of ground or covered
	13.3 Slippery surfaces	o All surfaces used for access kept dry and in good condition
	13.4 Safety footwear not appropriate	o Personnel wear appropriate safety footwear
	13.5 Poor visibility	o Provide adequate lighting

Hazard	Possible Cause	Control Measure
<b>14. Caught between</b>	14.1 Operating plant	<ul style="list-style-type: none"> <li>o Guarding of rotating plant and hand tools</li> <li>o Safe work procedures to be followed</li> <li>o Provide roll over cage protection</li> <li>o Pre-start daily safety inspection</li> </ul>
	14.2 Moving plant	<ul style="list-style-type: none"> <li>o Personnel kept clear when operating plant</li> <li>o Fit reverse alarms to plant and check operation</li> </ul>
	14.3 Moving loads	<ul style="list-style-type: none"> <li>o All personnel kept clear during crane operations</li> </ul>
	14.4 Loads tipping or swinging	<ul style="list-style-type: none"> <li>o Load slings properly secured</li> </ul>
	14.5 Materials being positioned	<ul style="list-style-type: none"> <li>o Safe Work Procedures for moving heavy loads</li> </ul>
<b>15. Overstress</b>	15.1 SWL exceeded during lifting operations	<ul style="list-style-type: none"> <li>o Compliance with SWL &amp; radius charts on cranes</li> <li>o All lifting gear checked regularly</li> </ul>
	15.2 Sprains and strains	<ul style="list-style-type: none"> <li>o All personnel trained in manual handling techniques</li> </ul>
<b>16. Ergonomic hazards</b>	16.1 Use of excessive force	<ul style="list-style-type: none"> <li>o Provide mechanical aids</li> <li>o Modify workplace design</li> </ul>
	16.2 Repetitive movements	<ul style="list-style-type: none"> <li>o Modify task requirements</li> <li>o Job rotation</li> </ul>
	16.3 Poorly designed operator and maintainer controls / workstations / manuals and tools	<ul style="list-style-type: none"> <li>o Review operations &amp; maintenance workstations, manuals and tools</li> </ul>
	16.4 Workplace & workstation lighting requirements	<ul style="list-style-type: none"> <li>o Assess lighting requirements in accordance with AS1680</li> </ul>
<b>17. Asbestos hazards</b>	17.1 Accidental disturbance or contact	<ul style="list-style-type: none"> <li>o Asbestos materials identified and labeled</li> <li>o Asbestos materials removed from workplace</li> <li>o Safe work procedures developed</li> </ul>
<b>18. Biological hazards</b>	18.1 Needlestick injury	<ul style="list-style-type: none"> <li>o Provide appropriate waste disposal containers</li> <li>o Provide employees with PPE</li> <li>o Develop safe work procedures and train staff</li> </ul>
	18.2 Potential exposure to HIV, hepatitis	<ul style="list-style-type: none"> <li>o Develop safe work procedures and train staff</li> <li>o Immunisation program</li> </ul>
<b>19. Excavation / trenching</b>	19.1 Collapse of earth	<ul style="list-style-type: none"> <li>o Shoring to be provided in accordance with Code of Practice</li> <li>o Shoring to be inspected regularly</li> </ul>
	19.2 Fall into excavation	<ul style="list-style-type: none"> <li>o Provide barricades around excavation</li> </ul>
	19.3 Asphyxiation	<ul style="list-style-type: none"> <li>o Provide exhaust ventilation and test atmosphere</li> </ul>
	19.4 Inadequate access to excavation	<ul style="list-style-type: none"> <li>o Provide safe access by steps or ladders</li> </ul>
<b>20. Plant overturn</b>	20.1 Crane overturn	<ul style="list-style-type: none"> <li>o Cranes to be set up on solid ground and away from edge of excavation</li> </ul>
	20.2 Mobile plant overturn	<ul style="list-style-type: none"> <li>o Plant to be fitted with roll over cage protection</li> <li>o Safe work procedures developed</li> </ul>
<b>21. Confined space</b>	21.1 Working in a confined space	<ul style="list-style-type: none"> <li>o Confined space entry training</li> <li>o Confined space entry procedure</li> <li>o Confined space entry permit</li> <li>o Gas testing and monitoring</li> </ul>

Hazard	Possible Cause	Control Measure
<b>22. Spills</b>	22.1 Oil spill	<ul style="list-style-type: none"> <li>o Spill kit available and trained personnel</li> <li>o Containment procedure</li> </ul>
	22.2 Spill hazardous substances	<ul style="list-style-type: none"> <li>o MSDS available</li> <li>o Emergency procedures</li> </ul>
<b>23. Wastes</b>	23.1 Solid wastes	<ul style="list-style-type: none"> <li>o Waste management procedure</li> <li>o Adequate and appropriate bins</li> <li>o Engage waste disposal contractor</li> </ul>
	23.2 Liquid wastes	<ul style="list-style-type: none"> <li>o Adequate and appropriate containment</li> <li>o Engage waste disposal contractor</li> </ul>
<b>24. Sediment</b>	24.1 Large than expected quantities of sediment	<ul style="list-style-type: none"> <li>o Sediment containment procedure to prevent sediment from entering waterways and storm water</li> </ul>
<b>25. Hot work</b>	25.1 Facilities / equipment damage & wildfire	<ul style="list-style-type: none"> <li>o Permit system for hot work</li> <li>o Emergency response procedures in place in accordance with AS3745</li> <li>o Trained personnel</li> <li>o Fire fighting equipment appropriate to the risks in accordance with AS1850 &amp; AS2444</li> </ul>
<b>26. Dust</b>	26.1 Equipment damage	<ul style="list-style-type: none"> <li>o Equipment maintenance schedules to cater for dust</li> <li>o Dust suppression techniques</li> <li>o Site capture/screening</li> <li>o Monitoring of exposure levels</li> <li>o PPE for exposed personnel</li> <li>o Training / awareness of personnel</li> </ul>
	26.2 Public complaint	
	26.3 Personal exposure	
<b>27. Vegetation</b>	27.1 Equipment or people deliberately or accidentally damaging vegetation	<ul style="list-style-type: none"> <li>o Training / awareness of personnel</li> </ul>
	27.2 Introduction of weeds	<ul style="list-style-type: none"> <li>o Cleaning of plant &amp; equipment</li> </ul>
<b>28. Public amenity</b>	28.1 impact of works on public access/use	<ul style="list-style-type: none"> <li>o Control of access to work site</li> <li>o Public signage &amp; information</li> <li>o NTM for marine impacts</li> </ul>

## 8 ATTACHMENT D – DRAWING SET

### LAKES ENTRANCE TRAINING WALLS REMEDIATION WORKS

#### ***DRAWING SET***

<b><i>DRAWING No.</i></b>	<b><i>DRAWING TITLE</i></b>
<i>WT-ZZ-XX-DR-C-0000</i>	<i>COVER SHEET</i>
<i>WT-ZZ-XX-DR-C-0001</i>	<i>PLAN VIEW FOOTPRINT – SECTION 5</i>
<i>WT-ZZ-XX-DR-C-0002</i>	<i>PLAN VIEW FOOTPRINT – SECTIONS 8 AND 8A</i>
<i>WT-ZZ-XX-DR-C-0003</i>	<i>DETAILED DESIGN CROSS-SECTION 1 (TW SECTION 5)</i>
<i>WT-ZZ-XX-DR-C-0004</i>	<i>DETAILED DESIGN CROSS-SECTION 2 (TW SECTION 5)</i>
<i>WT-ZZ-XX-DR-C-0005</i>	<i>DETAILED DESIGN CROSS-SECTION 3 (TW SECTION 8 &amp; 8A)</i>
<i>WT-ZZ-XX-DR-C-0006</i>	<i>DETAILED DESIGN CROSS-SECTION 4 – TW SECTION 8 &amp; 8A)</i>
<i>WT-ZZ-XX-DR-C-0007</i>	<i>TYPICAL CROSS-SECTION CONCEPT 1 (TW SECTION 5)</i>
<i>WT-ZZ-XX-DR-C-0008</i>	<i>TYPICAL CROSS-SECTION CONCEPT 2 (TW SECTION 8-8A)</i>
<i>WT-ZZ-XX-DR-C-0009</i>	<i>DETAILS</i>

These Drawings are to be read in conjunction with the relevant sections of the Technical Specification (RFT Part D of this document) and the Safety in Design Report (Attachment E).

The following drawings are provided for reference only.

## 9 ATTACHMENT E – SAFE DESIGN RISK REGISTER

- SAFE DESIGN RISK REGISTER
- GEOTECHNICAL MODELLING NOTE

Safe Design Risk Register													
Project Name		LETW Section 5, 8, 8a remediation		Client		Gippsland Ports							
Project Code		23010184											
Project Manager		Toby Devlin											
Project Director		Gildas Colleter											
Prepared by		Toby Devlin											
Date Updated		22/11/2024											
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Construction Phase													
2.01	Sun/heat	UV exposure, working in heat		4	3	12	Appropriate procedures and PPE. Specific CEMP and Safe Work Method Statement.	4	1	4	Contractor / Gippsland Ports	Y	Open
2.02	Environmental risks						CEMP to include controls for many environmental risks. Gippsland Ports To provide standard risk management activities to Contractors. Migratory birds management requirements?						
2.03	Working on/near water, drowning	Plant and personnel working in close proximity to water		5	3	15	Works to be undertaken during appropriate sea conditions only, safe work procedures to be detailed by contractor and sub-contractors. Contractors to monitor wave & tide conditions. Design report to include general summary of coastal conditions.	5	1	5	Contractor / Gippsland Ports	Y	Open
2.04	Extreme waves / wind / tides / rainfall	Extreme weather		5	3	15	Site works are to be cancelled if extreme weather is forecasted, or weather warnings (flood) are issued by the BoM. Each day the contractor is to monitor weather forecasts and determine appropriate working conditions. Should be included in SWMS.	5	1	5	Contractor / Gippsland Ports	Y	Open
2.05	Accidents during road transport of plant, equipment and material to/from site	Incorrect loading of haulage trucks, insufficient planning, insufficient training of operators		5	3	15	Safe Work Method Statement and CEMP and detailing of Haulage and Traffic Management Plans	5	1	5	Contractor / Gippsland Ports	Y	Open
2.06	Tides	Tides and flooding plant and equipment, damaging unfinished works, delaying works		5	4	20	Work to be scheduled around tides, and site to be constructed to take into account tide levels	5	1	5	Contractor / Gippsland Ports	Y	Open
2.07	Interaction between heavy plant, vehicles and the general public	Member of the public enters site without knowledge, or disobeys signage and barricades, causing injury or accident		5	3	15	Traffic and pedestrian Management Plans to be compiled in the CEMP and followed by contractor and sub-contractor. Notices to be posted in local media detailing the works undertaken and the duration. Solid barricading of the work exclusion zone, flashing lights on all mobile equipment. Appropriate warning signs on barricade detailing the works undertaken and hazards present, and includes emergency phone number.	5	1	5	Contractor / Gippsland Ports	Y	Open
2.08	Vehicle accident during haulage of materials to site	Poor route planning, inexperienced operators, unsuited haulage vehicles for task	Contractor / Public	5	2	10	Safe Work Method Statement and CEMP and detailing of Haulage and Traffic Management Plans. Appropriate trucks and plant for task.	5	1	5	Contractor	Y	Open
2.09	Interaction between heavy plant, vehicles, personnel and equipment	Poor site planning, lack of appropriate communication equipment, poor visibility		5	3	15	Exclusion zone around heavy plant in operation. Spotters posted where required. Appropriate SWMS and regular site safety briefings. Appropriate communications systems. Temporary fences.	5	1	5	Contractor	Y	Open
2.1	Interaction between heavy plant, construction activities and other water users	Insufficient public information provided, poor signage		5	2	10	Exclusion zone set around site works. Information on the works to be disseminated to the public using signage and particular contact with stakeholders (e.g. bird watching groups and Gippsland Ports staff).	5	1	5	Contractor	Y	Open
2.11	Accidents during boating movements	Change of navigational channel and markers		5	2	10		5	1	5	Contractor / Gippsland Ports	Y	Open
2.12	Hazardous materials	Demolition / excavation works		4	1	4	Safe work method statement to be prepared. Any hazardous materials uncovered to be disposed of safely to an EPA approved landfill.	4	1	4	Contractor / Gippsland Ports	Y	Open
2.13	Structural Failure / Slope Failure	Slope failure due to excessive loading during construction		5	5	25	Geotechnical and slope modelling review with recommendations on equipment limits. Contractor to prepare SWMS considering these limitations.	5	2	10	Contractor / Gippsland Ports	Y	Open





1411/2024

Re: 18337 Lakes Entrance Training Wall Slope Stability Analysis

Toby Devlin  
Group Leader  
Water Technology  
Via email

Dear Toby,

We have been engaged to complete preliminary slope stability assessment for proposed remediation of the Lakes Entrance Training Wall (west) in Lakes Entrance.

Following your request, we have conducted slope stability assessment using GeoStudio Slope/W analysis, based on information and assumptions derived from Water Technology Concept Design Report (Ref: 23010184\_R01\_V02\_Concept\_Design\_Report.docx) and assumed conservative parameters for inferred material. We have modelled the data based on worst case cross section design section, (Ref: WorstCase\_Profile\_working.xlsx), as per email correspondence dated November 7, 2024, noted as the most critical in terms of position and water design level condition.

We adopted a minimum factor of safety (FOS) of 1.0, corresponding to category 3 "Failures affecting heavily used open spaces and recreational facilities (e.g. sitting-out areas, playgrounds, car parks)." adapted from GEO Hong Kong for constructed slopes". This FOS level is judged to be appropriate, due to the extensive testing that provides greater assurance of input data. It is considered that a factor of safety above 1.0 is stable.

Two loading positions were modelled:

1. Excavator positioned on top of the existing Training Wall
  2. Adjacent rock ballast platform, west of the Training Wall alignment
1. We have completed modelling and analysis of loading on top of the Training Wall, understood to have been completed between 1903-1917. Slope/W analysis indicates slip surfaces were above FOS 1.04 (Model 1), demonstrating stability of the embankment from global failure under constructed conditions and inferred hydraulic conditions. We have determined a maximum load of 15T surcharge on top of the Tramway Training Wall embankment. It is important to note, our analysis is based on outer excavator track centrally located, simulated as a single point load at the midpoint of embankment. Note we expect less tolerance (reduced capacity) is expected where the excavator is located closer to the Training Wall edge (east), where modelling indicates FOS < 1.0 and judged to be not acceptable.
  2. Additional modelling and analysis was completed adjacent to the Training Wall, on the adjacent rock ballast section, which is understood to have been placed at various stages, initially in 1919-1928 and more recently. We have simulated a 50T surcharge, and additional 5T live load, from ballast rock that indicates FOS > 1.3. This suggested excavators with a 50T load can be trafficked on the rock ballast section, with inferred bucket load of 5T used to rehabilitate the Training Wall.

v01

Geotechnical – Environmental – Surveying – Planning – Bushfire

Page | 1



It is important to note, our model is based on assumed stratum depths and material properties, based on limited information provided and should be used as a guide only. The profile and material profile should be verified to more accurately determine the risk of failure. Note that if the design or load requirement change, our recommendations will be invalid and further assessment will be required.

We trust that this information meets your requirements.

Yours faithfully,

Prepared by:

**C. Farrar MIEAust CPEng NER RPEV**  
(Reg No 4367740/PE0009077)  
Geotechnical Manager  
St. Quentin Consulting Pty Ltd

Attached:

Slope/W Model 1: stability analysis during construction, 15T surcharge, top of Training Wall  
Slope/W Model 2: stability analysis during construction, 55T surcharge, adjacent to Training Wall

#### Revision Table

Version No:	Date Issued	Writer	Authorised
1	14/11/2024	C.F.	C.F.

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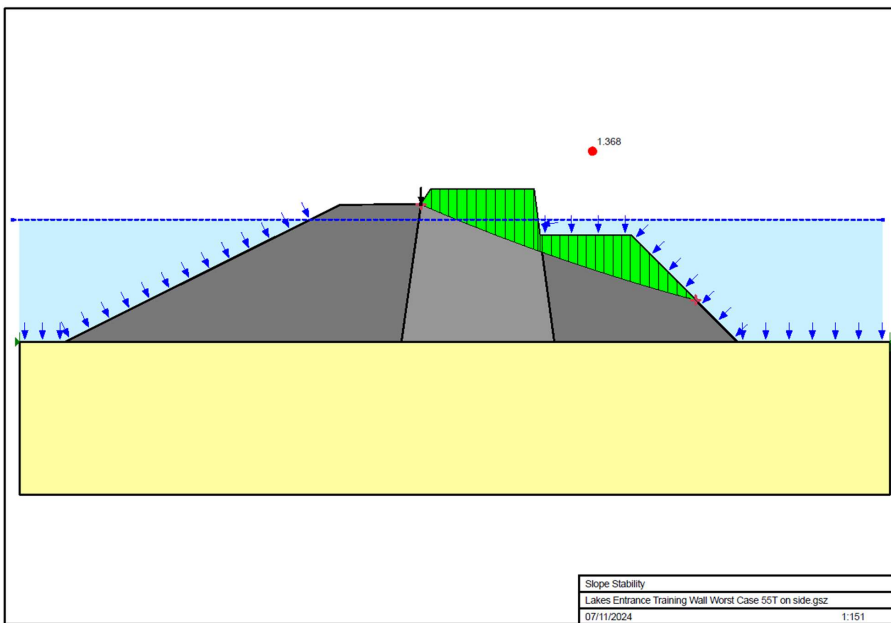
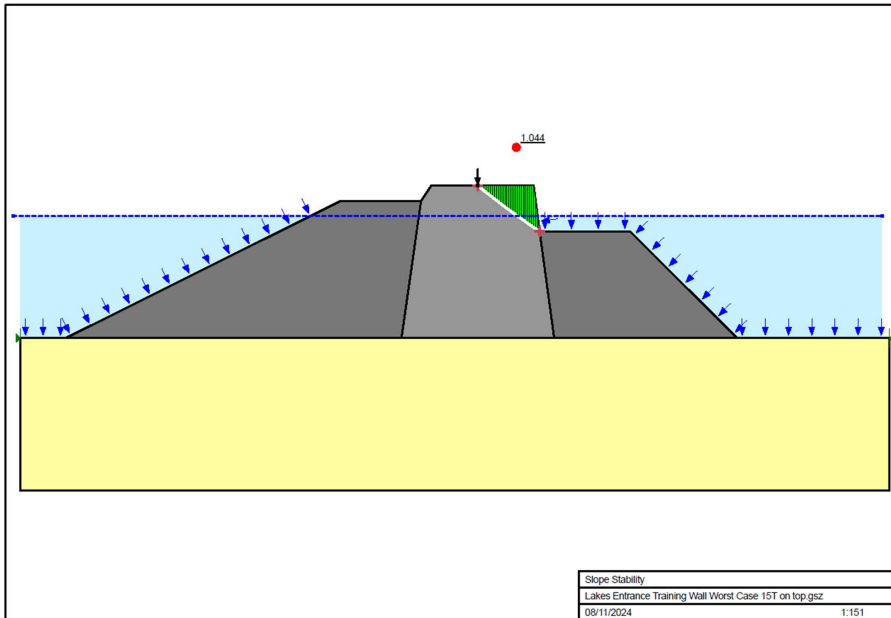
**References:**

Concept Design Report, Water Technology, Ref: 23010184\_R01\_V02\_Concept\_Design\_Report, 31 August 2023

Geotechnical Engineering Office (GEO), Hong Kong, Geo Report No. 195, Landslide Risk Assessment - Application and Practice, Geotechnical Engineering Office H.N. Wong & F.W.Y. Ko, December 2006

Geotechnical Engineering Office (Geo), Hong Kong, Works Bureau Technical Circular No. 13/99 Geotechnical Manual for Slopes Guidance On Interpretation And Updating, 19 April 1999

WorstCase\_Profile\_working.xlsx, Water Technology, 7 November 2024



## 10 ATTACHMENT F - SCHEDULE 1 LOCAL JOBS FIRST

### 1. Definitions

#### In this Schedule:

**Agency** means the organisation with which the Tenderer has entered into this Agreement.

**Agreement** means this project agreement.

**Apprentice** means a person whom an employer has undertaken to train under a Training Contract.

**Cadets** means those persons enrolled in a recognised tertiary level organisation and who receive structured learning opportunities as part of their engagement to a Local Jobs First project (e.g. cadets in architecture, quantity surveying, or engineering) but which is not under a Training Contract.

**Contract Manager** means the person (however described) appointed by the Agency as its representative for all communication and liaison with the Tenderer for the purposes of this Agreement.

**Department** has the meaning given in s 3(1) the *Local Jobs First Act 2003*.

**Guidelines** means Local Jobs First Tenderer Guidelines, available at [www.localjobsfirst.vic.gov.au](http://www.localjobsfirst.vic.gov.au).

**ICN Analytics** is a cloud based secure online platform that enables the collection, analysis and reporting of local content and jobs data, including supply chain monitoring and reporting.

**Industry Capability Network (Victoria)** means Industry Capability Network (Victoria) Limited of Level 11, 10 Queens Road, Melbourne VIC 3004 ACN 007 058 120.

**LIDP** means the Local Industry Development Plan set out in Attachment 1 to this Schedule.

**LIDP Monitoring Table** means the table included at Attachment 2 to this Schedule.

**Local Content** has the meaning given in s 3(1) of the *Local Jobs First Act 2003*.

**Local Jobs First Commissioner** means the person appointed under s 12 of the *Local Jobs First Act 2003*.

**Local Jobs First Policy** means the policy of the Victorian Government made under s 4 of the *Local Jobs First Act 2003*.

**Notice** means a notice given, delivered or served in accordance with this Agreement.

**Practical Completion** means:

- (a) Practical Completion as defined in the main body of this Agreement; or
- (b) If not defined in the main body of this Agreement it means when the Tenderer has completed the delivery of the goods and/or services to be provided under this Agreement (excluding administrative or regulatory obligations remaining to be fulfilled); or
- (c) In any case, such other reporting dates for the purposes of clause **Error! Reference source not found.** of this Schedule as notified by the Agency.

**Responsible Minister** means the Minister with responsibility for administering the *Local Jobs First Act 2003*.

**Tenderer** means the person or entity (however described) providing the goods and services under this Agreement.

**Trainee** means a person (other than an Apprentice) employed under a Training Contract.

**Training Contract** has the meaning given in the *Education and Training Reform Act 2006*.

### 2. Local Jobs First Policy

#### 2.1 Local Industry Development Plan

- (a) The Tenderer must, in performing its obligations under this Agreement:
  - (i) comply with the LIDP;
  - (ii) perform all obligations required to be performed under the LIDP by the due date for performance; and
  - (iii) comply with the Local Jobs First Policy.

- (b) The Tenderer acknowledges and agrees that its obligations as set out in the LIDP apply during the term of this Agreement, any extensions to the term and until all of its Reporting obligations as set out in clause **Error! Reference source not found.** of this Schedule are fulfilled.
- (c) The Tenderer's failure to comply with this clause **Error! Reference source not found.** will constitute a material breach of this Agreement.

## 2.2 Revised LIDP

- (a) If at any time a variation to this Agreement is proposed which involves or effects a change in the nature of any LIDP commitments, the Tenderer must prepare a revised LIDP in collaboration with and certified by Industry Capability Network (Victoria) (**Revised LIDP**).
- (b) When requested by the Contract Manager, the Tenderer must provide the Revised LIDP to the Agency.
- (c) The Revised LIDP must be agreed by the parties before any variation to the Agreement can take effect unless the parties agree that a Revised LIDP is unnecessary.
- (d) Once the Revised LIDP is agreed by the parties, the Revised LIDP replaces the LIDP and forms part of this Agreement.

## 2.3 Reporting

- (a) The Tenderer must prepare and maintain records demonstrating its compliance with the LIDP.
- (b) The Tenderer must provide a six monthly report demonstrating its progress towards implementing the LIDP in the form of the LIDP Monitoring Table.
- (c) If the Agreement is for a project valued at \$20 million or more, the Tenderer must use the ICN Analytics for LJF monitoring and reporting.
- (d) Prior to or at Practical Completion pursuant to clause 1 of this Schedule, the Tenderer must provide to the Contract Manager:
  - (i) the LIDP Monitoring Table identifying LIDP commitments and actual achievements. The LIDP Monitoring Table must identify and explain any departures from the LIDP Commitments and the aggregated outcomes as reported in the LIDP Monitoring Table; and
  - (ii) a Statutory Declaration in the form set out in Attachment 3 to this Schedule to confirm that the information contained in the LIDP Monitoring Table is true and accurate. The Statutory Declaration must be made by a director of the Tenderer or the Tenderer's Chief Executive Officer or Chief Financial Officer.
- (e) At the request of the Contract Manager, the Tenderer must provide further information or explanation of any differences between expected and achieved LIDP outcomes.
- (f) The reporting obligations in this Schedule are in addition to and do not derogate from any other reporting obligations as set out in this Agreement.

## 2.4 Verification of Tenderer's compliance with LIDP Plan

- (a) The Tenderer agrees that each of the Agency and the Department will have the right to inspect its records in order to verify compliance with the LIDP.
- (b) The Tenderer must:
  - (i) permit the Contract Manager, an accountant or auditor on behalf of the Agency or the Department, or any other person authorised by the Agency or the Department, from time to time during ordinary business hours and upon Notice, to inspect and verify all records maintained by the Tenderer for the purposes of this Agreement;
  - (ii) permit the Agency or the Department from time to time to undertake a review of the Tenderer's performance in accordance with the LIDP; and
  - (iii) ensure that its employees, agents and subcontractors give all reasonable assistance to any person authorised by the Agency or the Department to undertake such audit or inspection.
- (c) The Tenderer acknowledges and agrees that the Agency, the Department, the Agency's and Department's duly authorised representatives and Industry Capability Network (Victoria) are

authorised to obtain information from any relevant persons, firms or corporations, including third parties, regarding the Tenderer's compliance with the LIDP.

- (d) The obligations set out in this clause **Error! Reference source not found.** are in addition to and do not derogate from any other obligation under this Agreement.

## 2.5 Use of information

The Tenderer acknowledges and agrees that:

- (a) Industry Capability Network (Victoria) will assess the Tenderer's performance against the LIDP;
- (b) the statistical information contained in the LIDP and the measures of the Tenderer's compliance with the LIDP as reported in the LIDP Monitoring Table will be:
  - (i) included in the Agency's report of operations under Part 7 of the *Financial Management Act 1994* in respect of the Agency's compliance with the Local Jobs First Policy in the financial year to which the report of operations relates;
  - (ii) provided to the Responsible Minister for inclusion in the Responsible Minister's report to the Parliament for each financial year on the compliance and performance of the LIDP during that year; and
  - (iii) may be disclosed in the circumstances authorised or permitted under the terms of this Agreement or as otherwise required by Law.

## 3. Subcontracting

- (a) The Tenderer must ensure that any subcontracts entered into by the Tenderer in relation to work under this Agreement contain clauses requiring subcontractors:
  - (i) to comply with the Local Jobs First Policy and the LIDP to the extent that it applies to work performed under the subcontract,
  - (ii) to provide necessary information that allows the Tenderer to comply with its reporting obligations under clause **Error! Reference source not found.** of this Schedule, and
  - (iii) to permit the Agency and the Department to exercise their inspection and verification rights under clause **Error! Reference source not found.** of this Schedule.
- (b) The subcontracting obligations set out in this clause **Error! Reference source not found.** are in addition to and do not derogate from any other obligations under this Agreement.
- (c) The Tenderer's failure to comply with this clause **Error! Reference source not found.** will constitute a material breach of this Agreement.

## 4. Local Jobs First Commissioner

- (a) The Tenderer acknowledges that:
  - (i) it is required to comply with any information notice issued to it by the Local Jobs First Commissioner in accordance with s 24 of the *Local Jobs First Act 2003*;
  - (ii) it is required to comply with any compliance notice issued to it by the Local Jobs First Commissioner in accordance with s 26 of the *Local Jobs First Act 2003*;
  - (iii) its failure to comply with the compliance notice referred to in this clause **Error! Reference source not found.** may result in the issue of an adverse publicity notice by the Responsible Minister under s 29 of the *Local Jobs First Act 2003*; and
  - (iv) the Local Jobs First Commissioner may:
    - (A) monitor and report on compliance with the Local Jobs First Policy and LIDP; and
    - (B) request the Agency to conduct an audit in relation to the Tenderer's compliance with the Local Jobs First Policy and the LIDP.
- (b) The Tenderer acknowledges that the Commissioner may recommend that the Agency take enforcement proceedings against the Tenderer if the Tenderer has failed to comply with the Local Jobs First Policy or the LIDP by:
  - (i) applying to a court to obtain an injunction; or

- (ii) taking action available under this Agreement.





## Local Industry Development Plan – Standard Project

### Considerations

This document provides a template to prepare a Local Jobs First Local Industry Development Plan (LIDP). Bidders must consult with the Industry Capability Network (Victoria) Ltd (ICN) for acknowledgement of their Local Industry Development Plan.

During preparation of this document, bidders must consult with the Industry Capability Network (Victoria). Please allow sufficient time for the assistance process. ICN can be contacted on (03) 9864 6700 or at [info@icnvic.org.au](mailto:info@icnvic.org.au). Please refer to the Local Jobs First Supplier Guidelines document for more details.

**Please note, for your LIDP to receive an ICN Acknowledgement Letter, all fields of this document and all cells in the tables must be completed. If you have no information to provide, please note N/A or 0, as applicable.**

The responses contained in this LIDP will inform the procuring agency's assessment of your tender in relation to the 10 per cent weighting for job outcomes applicable to Local Jobs First Local by nature projects. The 10 per cent weighting for industry development (local content) will be automatically assessed as a 10 out of 10 due to this tender being local in nature.



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## GLOSSARY OF TERMS

The below is a summary of the Local Jobs First terms. You must ensure that you have read, understand and comply your full obligations as provided in the [Local Jobs First Policy](#) and Supplier Guidelines.

### Acronyms

ICN	Industry Capability Network
LIDP	Local Industry Development Plan
LJF	Local Jobs First Policy
MPSG	Major Project Skills Guarantee

### Definitions of Terms

**Acknowledgment Letter** – Refers to the letter received by bidders after ICN has assessed the LIDP submission for completeness and Policy compliance. This is achieved when the bidder's LIDP is submitted prior to the procuring Department and/or Agency's due date, and the employment, implementation plan and Local Content Commitment table sections being adequately completed.

**Apprentice** - Apprenticeships are undertaken under a National Training Contract between an employer and an apprentice that combines structured training with paid employment. Apprenticeships are generally at Certificate III level and above and extend across a range of trades. Apprenticeships typically have a nominal duration of three to four years and are competency based. Only work contributed by an apprentice registered with the Victorian Registration and Qualification Authority (VRQA) may be counted as contributing towards outcomes committed in a Local Industry Development Plan as they relate to the Victorian Industry Participation Policy and the Major Projects Skills Guarantee.

**Australia and New Zealand Government Procurement Agreement (ANZGPA)** – The Local Jobs First Policy recognises the Australia New Zealand Government Procurement Agreement (ANZGPA) entered into by Australian State and Federal Governments and New Zealand in 1991. The objective of ANZGPA is to maximise opportunities for competitive ANZ suppliers to supply into government procurement and to reduce costs of doing business for both government and industry and applies to all Australian and New Zealand local industry participation policies.

**Cadet** – Cadetships combine formal tertiary training with practical work experience. Cadets are individuals enrolled in a recognised Australian tertiary level organisation and who receive structured learning opportunities as part of their engagement to a Local Jobs First project (e.g. cadets in architecture, quantity surveying, and engineering). Cadetships vary in length depending on the vocation but are generally 18 months to 2 years in length. A cadetship does not fall under a National Training Contract.

**Contestable goods and services** – Goods and services in a procurement process are considered to be contestable when there are competitive international and local suppliers. Competitive means the suppliers are able to offer comparable goods or services that meet the specifications provided in the EOJ or tender documentation. Contestable items can be goods or services at any stage of a project, including maintenance.

**Contract Manager** – The contract manager refers to the person within the relevant Agency responsible for managing the procurement activities and the VIPP process for a particular contract.

**Deemed hours formula** – Refers to the method prescribed by the MPSG for determining a project's total estimated labour hours, based on contract value. It is the basis from which the minimum MPSG requirement is determined for each applicable project.

**Employment** – Refers to the number of actual new or retained (i.e. existing) annualised employee equivalent opportunities (jobs) to be created in Australia and New Zealand as a result of the contract.

**Note:** AEE replaces Full Time Equivalence (FTE), and is calculated by dividing the total number of ordinary working hours that an employee worked and was paid over the reporting period (including paid leave) by the total number of full-time working hours paid per annum (this is generally 38 hours per week for 52 weeks = 1976).

**Local** – The term local means all suppliers producing Victorian, Australian or New Zealand goods or services or when they have added value to imported items.

**Local Content** – The term local content covers all suppliers producing Australian or New Zealand (ANZ) goods or services or when they have added value to imported items. Under Section 3(1) of the Local Jobs First Act 2003, local content means goods that are produced by local industry, or services that are supplied by local industry or construction activities carried out by local industry.

**Local Industry** – Under Section 3(1) of the Local Jobs First Act 2003, local industry means industry and other businesses based in Australia or New Zealand.

**Local Industry Development Plan (LIDP)** – A Local Industry Development Plan is a document prepared by the supplier as part of the EOJ, RFP and/or tender submission for a Local Jobs First project. The LIDP details the supplier's commitment to address the LJF requirements and details the expected local content and job outcomes. An LIDP must have an ICN acknowledgement letter from the ICN to be compliant.

**Local Jobs First Commissioner** – The Local Jobs First Commissioner means the Local Jobs First Commissioner appointed under Section 12 of the Local Jobs First Act 2003.

**Local Jobs First Policy** – The Local Jobs First Policy is comprised of the Victorian Industry Participation Policy and the Major Projects Skills Guarantee.

**Major Projects Skills Guarantee** – The Major Projects Skills Guarantee is a policy that provides job opportunities for apprentices, trainees and cadets on high value construction projects.

**Non-contestable items** – Items that are considered as only being available through the international market or local suppliers only. That is, it is considered that there is no current competition between international and local suppliers to deliver the particular good or service.

**Office of Industry Participation and Jobs** – An office in DJPR that provides advice to the Minister, agencies, and the ICN on the application of the LJF. The Office of Industry Participation and Jobs supports the Minister to deliver the LJF policy (including setting guidelines, templates and undertaking related policy work), coordinates the setting of local content requirements, manages the ICN contracted services to support the delivery of the policy, prepares



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regular reports to the Minister on progress, including the whole-of-government LJF Annual Report under the Act.

**SME** – Small-to-Medium Enterprises.

**Standard employee** – Refers to all employees not classified as apprentices, cadets or trainees.

**Trainee** – Traineeships are undertaken under a National Training Contract between an employer and a trainee that combines structured training with paid employment. Traineeships are undertaken at Certificate II level and above including Diploma and Advance Diploma. Traineeships can be in areas including business services, information technology or community services. Traineeships typically have a nominal duration of one to two years and are competency based. Only work contributed by a trainee registered with the Victorian Registration and Qualification Authority (VRQA) may be counted against the minimum 10 per cent requirement.

**Rural and regional Victoria** – has the same meaning as in the Regional Development Victoria Act 2002.

**Value for money** – Value for money is a balanced judgement of a range of financial and non-financial factors, taking into account the mix of quality, cost and resources; fitness for purpose; total cost of ownership and risk.

**Work Package** – Work package is used to define and group a project's discrete work elements in a way that helps organise and define the total work scope of the project.



## ORGANISATION AND PROJECT DETAILS

### 1. Company Details

Company/Organisation Name	
Primary contact person	
Contact phone	
Contact email	

### 2. Tender Details

Tender name	
Tender reference number	
Tender due date	
Government agency	

### Project Description

Please provide a detailed description of your solution, indicating any exemptions or considerations likely to impact your local content commitment.



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## LOCAL JOB FIRST COMMITMENTS

### 3. Local Content Commitment

This project or aspect of this Local Jobs First project has been deemed to be of nil or limited contestability. This means that the Industry Capability Network Victoria (ICN) has judged that goods produced, services supplied and construction activities to be used in this contract of nil or limited contestability meaning the local content is equal to or greater than 97 percent.

In delivering this contract you will be expected to adhere to this judgment and the principles of the Local Jobs First Policy and only use non-contestable goods, services or construction activity.

Please confirm that you have undertaken an assessment and agree that goods produced, services supplied and construction activities as part of this contract meet a minimum 97% local content:

☒ Yes ☐ No

Please confirm you will use only goods produced, services supplied and construction activities that are represent a minimum 97% local content commitment in fulfilling this contract:

☒ Yes ☐ No

### 4. Employment Commitment

A main objective of the Local Jobs First Policy is to promote employment and business growth by providing opportunities for local businesses. Agencies must consider the jobs outcomes of bids when awarding a contract. For more information on this process, refer to the Local Jobs First Supplier Guidelines. Calculate the number of retained and/or new jobs to be created in Australia and/or New Zealand during the life of this project. This number covers both your company and those from your supply chain, if you are using a supply chain.

A retained job means a job (one Annual Employee Equivalent (AEE)) that has been working for a supplier or subcontractor before signing a project contract, working in tasks/works related to the project. May also be referred to as an existing employee.

A new job means a job (one Annual Employee Equivalent (AEE)) that has been specifically employed by a supplier or subcontractors, because of the work generated by a specific project.

Note: Annual Employee Equivalent (AEE) is used in place of Full Time Equivalence (FTE). Created/retained numbers must be provided in AEE.

Annualised Employee Equivalent (AEE) is calculated by dividing the Total paid hours of the contract (by 1,976).

1,976 reflects the total full time working hours paid yearly to a full time employee (38 hours per week for 52 weeks).

Note: The table includes a breakdown of apprentices, trainees and standard jobs created or retained workhours, however the Total Workhours is calculated on the Total cells only.



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## Services

Employment Type	Created	Retained
Victorian Apprentices	0.0000	0.0000
Victorian Trainees	0.0000	0.0000
Victoria Cadets	0.0000	0.0000
Victorian Standard Employees	0.0000	0.0000
<b>Total Victorian AEE</b>	0.0000	0.0000
Rest of ANZ Apprentices	0.0000	0.0000
Rest of ANZ Trainees	0.0000	0.0000
Rest of ANZ Cadets	0.0000	0.0000
Rest of ANZ Standard Employees	0.0000	0.0000

Note that agencies will not give a higher weighting for more created or retained jobs – they will be considered equal.



## 5. LOCAL JOBS FIRST MONITORING AND REPORTING

A main component of the LJF is ongoing monitoring and reporting on outcomes achieved throughout project delivery.

Different project sizes have different reporting requirements. Projects with a total project value of \$20 million or over must use ICN Analytics and are required to report half-yearly to the procuring agency, who in turn report to the Department of Jobs, Precincts and Regions. The tender will provide details on monitoring and reporting expected by the agency.

The Local Jobs First Commitments Monitoring Table (at a minimum) or ICN Analytics are used to demonstrate the LIDP commitments achieved. The monitoring table and a signed Statutory Declaration must be completed by or at practical completion of the project and/or delivery of the goods or services. They must demonstrate that Local Jobs First outcomes have been achieved. Additional comments may need to be given to explain any differences between the expected outcomes from the agreed LIDP and those reported in the monitoring table. The Agency contract manager will request this table and give it to ICN and the DJPR for verification.

Please let us know the ways you will monitor and report on this contract:

- ☐ Local Jobs First Monitoring Table (mandatory)
- ☐ ICN Analytics (mandatory for projects over \$20 million)
- ☐ Develop Reporting templates to be issued to subcontractors for Evaluation and performance reporting
- ☐ Regular reviews of reporting on outcomes
- ☐ Use of reporting systems such as Microsoft Excel
- ☐ Working document outlining products used and local content committed
- ☐ Other



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## 6. STATEMENT OF COMPLIANCE

By signing this statement of compliance, you commit to:

- Take all reasonable steps to comply with LJF principles
- Agree to be monitored by the Department or Agency, the Department of Jobs, Precincts and Regions (DJPR), Local Jobs First Commissioner for compliance with LJF commitments as part of overall performance management
- Agree to complete the Statutory Declaration (Attachment F) at practical completion of the project, confirming Local Jobs First outcomes achieved
- Agree to allow DJPR, Local Jobs First Commissioner and ICN to review the Local Jobs First outcomes at the completion of the contract
- Acknowledge that the Local Industry Development Plan shall be centrally recorded by the Victorian Government
- Agree to the Terms and Conditions as set out in Attachment G of this document.

To confirm that you agree to the Statement of Compliance as listed above, please sign below.

**Note:** If submitting a Local Industry Development Plan online via the Victorian Local Jobs First Management Centre – VMC ([www.icnvc.org.au/vmc](http://www.icnvc.org.au/vmc)) acceptance of the Terms and Conditions must be acknowledged and agreed to prior to submission, therefore no signature is required within the Local Industry Development Plan.

Name:	
Date:	



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#### ATTACHMENT A - MONITORING AND REPORTING

A key component of the LJF is ongoing monitoring and reporting on local content achieved throughout project delivery. The Local Content Commitments Monitoring Table, (at a minimum), or ICN Analytics are used to demonstrate the LIDP commitments achieved through the project's lifecycle. The monitoring table and a signed Statutory Declaration must be completed by or at practical completion of the project and/or delivery of the goods or services to demonstrate that Local Jobs First outcomes have been achieved through the project. Additional comments may need to be provided to reasonably explain any discrepancies between the expected outcomes from the agreed LIDP to those reported in the monitoring table. The Agency contract manager will request this table and provide it to ICN and the DJPR Office of Industry Participation and Jobs for verification.



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#### ATTACHMENT B - LOCAL EMPLOYMENT COMMITMENTS MONITORING TABLE

Employment type	LIDP commitment		Achieved / secured		Progress / Comments
	Created	Retained	Created	Retained	
Apprentices					
Trainees					
Cadets					
Standard Employees					
<b>Grand Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	

☐ I have met the intent to use only non-contestable products, goods or services.

SAMPLE ONLY



# ATTACHMENT C - STATUTORY DECLARATION

I, \_\_\_\_\_  
[full name]

of \_\_\_\_\_  
[address]

\_\_\_\_\_  
[occupation]

do solemnly and sincerely declare that: -

\_\_\_\_\_ achieved the Local Jobs First objectives and outcomes relating to local content, employment, skills and technology transfer, and apprentices/trainees/cadets reflected in the Local Jobs First Monitoring Table for

\_\_\_\_\_ as submitted to  
[name and tender number of procurement activity]

\_\_\_\_\_ on \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
[agency]

I acknowledge that this declaration is true and correct, and I make it with the understanding that a person who makes a false declaration is liable to the penalties of perjury.

Declared at \_\_\_\_\_

this \_\_\_\_ day of \_\_\_\_ 20\_\_\_\_  
[to be signed in front of an authorised witness]

Before me,

Signature of person making this declaration

Signature of authorised witness

The authorised witness must print or stamp his or her name, address and title under section 107A of the Evidence (Miscellaneous Provisions) Act 1958 (as of 1 January 2010), (previously Evidence Act 1958), (e.g. Justice of the Peace, Pharmacist, Police Officer, Court Registrar, Bank Manager, Medical Practitioner, Dentist).



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#### ATTACHMENT D - TERMS AND CONDITIONS

In submitting to ICN information relating to your Local Jobs First Policy (LJF or the Policy) Local Industry Development Plan (LIDP), you agree to the following:

##### Purpose for which information submitted

Before submitting information to ICN relating to your LIDP, you have familiarised yourself with the terms and conditions on which you have submitted your tender to the relevant Government agency. This includes the provisions that relate to the LJF and ICN's role under the Policy.

Accordingly, you are fully aware of the role performed by ICN for the relevant Government agency under the LJF in relation to both your tender and other bidders.

You understand and agree that the purpose for which you have submitted the information in your LIDP to ICN is to enable it to deal with the information in accordance with its role under the LJF.

##### Authority to perform role

You expressly consent, authorise and permit ICN to do everything reasonably required of it by the relevant Government agency to perform its role under the Policy throughout all stages of the tender process.

You also expressly consent, authorise and permit ICN to do everything reasonably required of it by the relevant Government agency to perform its role under the LJF to report on its outcomes whenever required during the performance of any tender contract or upon completion.

Amongst other things, you understand and agree that while dealing with the information you provide in relation to your LIDP, ICN will compare information provided by all tender respondents in relation to their respective LIDP, assess their relevant merits and report to the relevant Government agency.

You undertake and agree to co-operate with ICN in the performance of its role under the Policy.

##### Accuracy of information submitted

You acknowledge and agree that regardless of any assistance you may be given by ICN in relation to the preparation of your LIDP, the LIDP you submit for consideration is your document and you are responsible for its content.

You agree and represent that the information submitted by you to ICN in relation to your LIDP has been carefully prepared by you or on your behalf and is complete, current and accurate and is not misleading or deceptive.

You undertake and agree on a continuing basis to make ICN aware of any errors or misrepresentations of fact and of any other matters that it would be important for it to know in consequence of relying upon that information for the purposes of performing its role under the Policy. You also agree to inform ICN of any changes in matters of fact that may have occurred since any information or material was first provided by you.

You agree that upon request from the relevant Government agency, you will provide it or Local Jobs Commissioner with your written confirmation of the truth, accuracy and completeness of all information provided and representations made by you in your LIDP particularly (but without limitation) information which is not capable of independent confirmation and verification from independent sources.

##### Reliance on accuracy of information

You understand and acknowledge that the relevant Government agency and ICN will be relying upon your representations as to the completeness, currency and accuracy of all information that you submit in relation to your LIDP and that ICN cannot be responsible for nor liable in any way for the consequences of you submitting incomplete or inaccurate information or information that is not current.



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#### **Confidentiality of information**

In so far as information that you provide in your LIDP is confidential information, ICN undertakes and agrees to keep that information and the LIDP confidential as between ICN, the Government agency responsible for administering the Local Jobs First Policy and the Government agency issuing the tender request.

#### **Submission of information electronically**

You are aware there are inherent risks with the transmission of information via the internet. ICN will endeavour to keep secure information that it receives from you that is submitted by you via the Internet, however, you will be assuming all risks associated with the use of ICN's website and any associated databases including the risks of your computer, software or data being damaged by any virus which might be transmitted, downloaded or activated by ICN website and/or the relevant database its contents and your access to it.

#### **Submission of information physically**

You are aware there are inherent risks with the transmission of information via the internet. ICN will endeavour to keep secure information that it receives from you that is submitted by you via the Internet, however, you will be assuming all risks associated with the use of ICN's website and any associated databases including the risks of your computer, software or data being damaged by any virus which might be transmitted, downloaded or activated by ICN website and/or the relevant database its contents and your access to it.

#### **Indemnities**

You agree to indemnify the relevant Government agency and ICN on a continuing basis and so as to survive the consideration and acceptance of any tender and the term of any agreement including any contract arising from the acceptance of a tender by any Government agency against any action, claim, demand, liability, loss or expense, costs or damage, including legal costs on a solicitor client basis, arising out of the reliance by ICN upon any information, material or documentation provided by you in relation to your LIDP which is incomplete, inaccurate, false or misleading or omits any material particulars or arising from a failure to supply relevant information, documentation or material.

#### **Release**

You acknowledge and agree that the Government agency responsible for the Local Jobs First Policy and ICN will not be liable to you in any way or for any reason whatever by reason of a Government agency to whom you submit a tender incorporating your LIDP not awarding you a contract in response to your tender submission and you release the Government agency responsible for the Policy and ICN from any action, claim, demand, liability, loss or expense, costs or damage, including legal costs on a solicitor client basis, arising out of a Government agency not awarding you a contract in response to your tender submission. You further acknowledge and agree that this release may be pleaded as an absolute bar to any proceedings you seek to commence against the Government agency responsible for the Policy and ICN in any capacity whatever.



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## 11 RFT PART E – TENDERER'S RESPONSE

### ITEMS TO BE INCLUDED WITH THE TENDERER'S RESPONSE

- Attachment G Tender Form (with the Bill Of Quantities filled in and the Time to Completion specified)
- Attachment H Method of Works Statement
- Attachment I Details of Current And Previous Works
- Attachment J Management / Supervisory Personnel
- Attachment K Plant & Equipment
- Attachment L Sub-Contractors & Material Suppliers
- Attachment M Tenderers OHSE Management Systems Questionnaire
- Attachment N OH&S Management Declaration
- Attachment O Statement Of Conformance
- Attachment P Insurance Details

**12 ATTACHMENT G – TENDER FORM****TENDER FORMS****LAKES ENTRANCE TRAINING WALLS REMEDIATION WORKS****Bill of Quantities – Schedule A (Miscellaneous Works)****CONFORMING TENDER**

<b>Item</b>	<b>Description</b>	<b>Qty</b>	<b>Unit</b>	<b>Rate</b>	<b>Amount (\$) (excl GST)</b>
1	Supply 2 t (nom) Bluemont Kyowa Eco-green (or approved equivalent) rock bags	200	No		\$
2	Supply rock bag filling frame	1	No		\$
3	Supply 50-150mm rock-filling for rock bags	400	t		\$
4	Fill rock bags with rock filling	200	No		\$
5	Load and haul Type A rock armour pieces from centre yard stockpile to wharf face, inclusive of all associated traffic and pedestrian management across Bullock Island Rd interface	1,500 (est)	T		\$
<b>TOTAL AMOUNT FOR SCHEDULE C (excl GST)</b>					<b>\$</b>

**TO BE SUBMITTED WITH TENDER**

**Bill of Quantities – Schedule B (Section 5 - Western Wall)****CONFORMING TENDER**

Item	Description	Qty	Unit	Rate	Amount (\$) (excl GST)
1	Mobilisation and demobilisation of all required plant and equipment to locations required to undertake the works, including establishment and securing of site compound(s)	1	Item		\$
2	Prepare and implement plans for (i) Construction Vehicles & Pedestrian Management, (ii) OH&S / Quality & Environmental Management - including identifying tasks, associated potential hazards and consequences and control / prevention measures to be adopted	1	Item		\$
3	Supply, install and maintain for the duration of the works flagging / bunting / fencing / signage along the access track from the foreshore area east of Barrier Landing Jetty to beach foreshore, and along beach foreshore to the works site adjacent to the western training wall	1	Item		\$
4	Excavate, sort and stockpile for re-use existing core rock from within existing timber crib work	300 (est)	m <sup>3</sup>		\$
5	Supply and install Texcel 1200R non-woven geotextile lining (or approved equivalent)	60	lin.m		\$
6	Haul and place (inside the timber crib work) the filled rock bags, in accordance with the Drawings and Specification	100	No.		\$
7	Fill void between timber crib work and rock bags with rock infill > 200mm in size, in accordance with the Drawings and Specification	120 (255) (est)	m <sup>3</sup> (T)		\$
8	Sort, load, haul (from wharf face stockpile to works site) and place 4.5t (nom) rock armour pieces, in accordance with the Drawings and Specification	960 (est)	T		\$
9	Sort, load, haul (from wharf face stockpile to works site) and place 2t (nom) rock armour pieces, in accordance with the Drawings and Specification	80 (est)	T		\$
10	Reinstate upper surface of training wall with sorted core rock > 400mm in size, in accordance with the Drawings and Specification	220 (210) (est)	m <sup>2</sup> (T)		\$
11	Removal and disposal of all waste, demolished and surplus materials from site and rehabilitation of all disturbed areas including all access tracks	1	Item		\$
12	PROVISIONAL ITEMS				
	Sort, load, haul and place <u>additional</u> 4.5t (nom) rock armour pieces	50	t		\$
	Sort, load, haul and place <u>additional</u> 2.0t (nom) rock armour pieces	20	t		\$
<b>TOTAL AMOUNT FOR SCHEUDLE A (excl GST)</b>					<b>\$</b>

**Commented [TW11]:** It may be worth providing some separation of specific activities in the event of using rates for variation

**TO BE SUBMITTED WITH TENDER**



**Bill of Quantities – Schedule C (Sections 8-8a - Eastern Wall)****CONFORMING TENDER**

Item	Description	Qty	Unit	Rate	Amount (\$) (excl GST)
1	Mobilisation and demobilisation of all required plant and equipment to locations required to undertake the works, including establishment and securing of site compound(s)	1	Item		\$
2	Prepare and implement plans for (i) Construction Vehicles & Pedestrian Management, (ii) OH&S / Quality & Environmental Management - including identifying tasks, associated potential hazards and consequences and control / prevention measures to be adopted	1	Item		\$
3	Supply, install and maintain for the duration of the works flagging / bunting / fencing / signage along the access track from the foreshore area east of the rock groyne to the beach foreshore site adjacent to the eastern training wall	1	Item		\$
4	Excavate, sort and stockpile for re-use existing core rock from within existing timber crib work	300 (est)	m <sup>3</sup>		\$
5	Supply and install Texcel 1200R non-woven geotextile lining (or approved equivalent)	60	lin.m		\$
6	Haul and place (inside the timber crib work) the filled rock bags, in accordance with the Drawings and Specification	100	No.		\$
7	Fill void between timber crib work and rock bags with rock infill > 200mm in size, in accordance with the Drawings and Specification	120 (est)	m <sup>3</sup>		\$
8	Sort, load, haul (from wharf face stockpile to works site) and place 4.5t (nom) rock armour pieces, in accordance with the Drawings and Specification	460 (est)	t		\$
9	Sort, load, haul (from wharf face stockpile to works site) and place 2t (nom) rock armour pieces, in accordance with the Drawings and Specification	180 (est)	t		\$
10	Reinstate upper surface of training wall with sorted core rock > 400mm in size, in accordance with the Drawings and Specification	220 (210) (est)	m <sup>2</sup> (t)		\$
11	Removal and disposal of all waste, demolished and surplus materials from site and rehabilitation of all disturbed areas including all access tracks	1	Item		\$
12	PROVISIONAL ITEMS Sort, load, haul and place <u>additional</u> 4.5t (nom) rock armour pieces	50	t		\$
	Sort, load, haul and place <u>additional</u> 2t (nom) rock armour pieces	20	t		\$
<b>TOTAL AMOUNT FOR SCHEUDLE B (excl GST)</b>					<b>\$</b>

Commented [TW12]: It may be worth providing some separation of specific activities in the event of using rates for variation

**TO BE SUBMITTED WITH TENDER**

**TENDERED AMOUNT SUMMARY**

<b>TOTAL AMOUNT for Schedule A (excl GST)</b>	<b>\$</b>
<b>TOTAL AMOUNT for Schedule B (excl GST)</b>	<b>\$</b>
<b>TOTAL AMOUNT for Schedule C (excl GST)</b>	<b>\$</b>
<b>TOTAL TENDER PRICE (excl GST)</b>	<b>\$</b>
<b>GST amount</b>	<b>\$</b>
<b>TOTAL TENDER PRICE (incl GST)</b>	<b>\$</b>

In accordance with the terms and conditions stated in the Specification and the Conditions of Contract I/we the undersigned hereby tender and offer to execute and complete the works described for the total amount of \$..... (excluding GST) within ..... weeks / months of the date of notification of acceptance of the tender

Name of Tenderer: .....

ABN of Tenderer .....

Address of Tenderer: .....

.....

Contact Phone Number: .....

Name of Person Signing: .....

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

**TO BE SUBMITTED WITH TENDER**

**13 ATTACHMENT H – METHOD OF WORKS STATEMENT**

**LAKES ENTRANCE TRAINING WALLS REMEDIATION WORKS**

***METHOD OF WORKS***

**Name of Tenderer:** .....

**Signed:** .....

The Tenderer must submit details describing its proposed methodology and equipment to be used in undertaking the Works, including consideration of environmental issues, site conditions (including tidal ranges), access to the site by land or water for materials, personnel and equipment.

(attach additional sheets or separate document as necessary)

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**TO BE SUBMITTED WITH TENDER**

**14 ATTACHMENT I – CURRENT AND PREVIOUS WORKS****LAKES ENTRANCE TRAINING WALLS REMEDIATION WORKS*****DETAILS OF CURRENT AND PREVIOUS WORKS***

Name of Tenderer: .....

Signed: .....

The Tenderer must submit details describing its (i) current contractual commitments including their value and expected completion date and (ii) previous (within three years) relevant experience in undertaking similar or comparable contracts.

<b>Contract 1</b>	<b>(Current / Previous)</b>	Value of works (\$)	
Description of works			
Client name			
Client contact details			
Contract duration		Completion date	

<b>Contract 2</b>	<b>(Current / Previous)</b>	Value of works (\$)	
Description of works			
Client name			
Client contact details			
Contract duration		Completion date	

<b>Contract 3</b>	<b>(Current / Previous)</b>	Value of works (\$)	
Description of contract			
Client name			
Client contact details			
Contract duration		Completion date	

<b>Contract 4</b>	<b>(Current / Previous)</b>	Value of works (\$)	
Description of works			
Client name			
Client contact details			
Contract duration		Completion date	

**TO BE SUBMITTED WITH TENDER**

**15 ATTACHMENT J – MANAGEMENT / SUPERVISORY PERSONNEL****LAKES ENTRANCE TRAINING WALLS REMEDIATION WORKS****MANAGEMENT / SUPERVISORY PERSONNEL**

Name of Tenderer: .....

Signed: .....

Name	Role / Responsibility	Qualifications / Experience / Skills	% of time allocated to contract

**Note:**

1. Project Supervisor
  - 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**

**16 ATTACHMENT K – PLANT AND EQUIPMENT****LAKES ENTRANCE TRAINING WALLS REMEDIATION WORKS*****PLANT AND EQUIPMENT***

The Tenderer should list the major items of plant and equipment to be used during works under the Contract and the working rate and standby rate for the use of the plant and equipment on provisional items. All rates shall include mobilisation costs, operator costs, fuel, servicing and maintenance costs, and insurance and shall exclude supervision costs.

<b>Item Category</b> (e.g. excavator, barge, truck, crane, loader, etc)	<b>Make / Model / Age of Item</b>	<b>Hourly Hire Rate</b> <b>(ex GST)</b>	<b>Hourly Standby Rate</b> <b>(ex GST)</b>

**TO BE SUBMITTED WITH TENDER**

**17 ATTACHMENT L – SUB-CONTRACTORS AND MATERIAL SUPPLIERS****LAKES ENTRANCE TRAINING WALLS REMEDIATION WORKS*****SUB-CONTRACTORS AND MATERIALS SUPPLIERS  
INCLUDING DETAILS OF INVOLVEMENT, EXPERIENCE AND INSURANCE***

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

**SUB-CONTRACTORS**

Sub-Contractor Name	Scope & extent of services provided to contract	Qualifications / experience / skills	% of time allocated to contract

**MATERIALS**

Materials supplier name	Materials to be provided	Local / International Supplier ?

If the supplier is International in origin, provide additional information in relation to supply chain logistics, payment terms, etc

**TO BE SUBMITTED WITH TENDER**

**18 ATTACHMENT M – OH&S MANAGEMENT DECLARATION**

**LAKES ENTRANCE TRAINING WALLS REMEDIATION WORKS**

***OCCUPATIONAL HEALTH AND SAFETY MANAGEMENT DECLARATION***

**Name of Tenderer:** .....

By signing below the Tenderer signifies that;

- they have read and understand their responsibilities for the management of Occupation Health and Safety on the site.
- they understand their responsibilities as Principal Contractor under the requirements of the Occupational Health and Safety Regulations 2017.
- they are aware of Gippsland Ports role and responsibilities as Owner of the works.

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

**TO BE SUBMITTED WITH TENDER**



## 19 ATTACHMENT N – OHSE MANAGEMENT SYSTEM QUESTIONNAIRE

### LAKES ENTRANCE TRAINING WALLS REMEDIATION WORKS

#### TENDERER OHSE MANAGEMENT SYSTEM QUESTIONNAIRE

Certification		
The information provided in this questionnaire is an accurate summary of the Contractor's OHSE Management System.		
Company Name:		
Name:	Position:	
Signed:	Date:	
Contract Details:	Contract Number:	
Status of Health Safety and Environmental Management Systems		
Status of Occupational Health and Safety Management System (Please provide details of any pre-qualifications i.e. DoT, VicRoads, etc. and/or details of any third-party accreditation i.e. SafetyMAP, AS 4801, NSCA 5 Star, ISO 14001 etc.)		
.....		
.....		
.....		
<b>If you have pre-qualification or third-party accreditation, complete only sections 6.3 and 7.0</b>		
OHSE Policies and Management	Yes	No
Are there written OHSE policies?		
If Yes provide a copy of the policy/s.		
Comments:.....		
.....		
Has the contractor previously had an OH&S Management System or Environment Management System certified/accredited by a recognized independent authority? (e.g.: SafetyMAP, NSCA, etc.)		
If Yes provide details.		
Comments:.....		
.....		

Is there an OHSE Management System manual or plan?		
If Yes provide a copy of contents page/s.  Comments:..... .....		
Are OH&S responsibilities clearly identified for all levels of staff?		
If Yes provide details.  Comments:..... .....		
<b>Safe Work Practices and Procedures</b>	<b>Yes</b>	<b>No</b>
Has the contractor prepared safe operating procedures or specific safety instructions relevant to its operations?		
If Yes provide a summary listing of procedures or instructions.  Comments:..... .....		
Does the contractor have any permit to work systems?		
If Yes provide a summary listing or permits.  Comments:..... .....		
Is there a documented incident investigation procedure?		
If Yes provide of a standard incident report form.  Comments:..... .....		
Are there procedures for maintaining, inspecting and assessing the hazards of plant operated/owned by the contractor or supplied to the contractor?		
If Yes provide details.  Comments:..... .....		

Are there procedures for storing and handling dangerous goods and hazardous substances?		
If Yes provide details.  Comments:..... ..... .....		
Are there procedures for identifying, assessing and controlling risks associated with manual handling?		
If Yes provide details.  Comments:..... ..... .....		
<b>OHSE Training</b>	<b>Yes</b>	<b>No</b>
Describe how OHSE training is conducted in your organisation		
Comments:..... ..... .....		
Is a record maintained of all training and induction programs undertaken for employees in your organisation?		
If Yes provide samples of safety/environment training records.  Comments:..... .....		
<b>OHSE Workplace Inspection</b>	<b>Yes</b>	<b>No</b>
Are regular OHSE inspections undertaken at worksites?		
If Yes provide details.  Comments:..... .....		

Are standard workplace inspection checklists used to conduct OHSE inspections?		
If Yes provide details or examples.  Comments:..... ..... .....		
Is there a procedure by which employees can report hazards at workplaces?		
If Yes provide details.  Comments:..... ..... .....		
<b>OH&amp;S Consultation</b>	<b>Yes</b>	<b>No</b>
Is there a workplace OH&S committee?		
Are employees involved in decision making over OH&S matters?		
If Yes provide details.  Comments:..... ..... .....		
Are there employee elected OH&S representatives?		
Comments:..... .....		
<b>OHSE Performance Monitoring</b>	<b>Yes</b>	<b>No</b>
Is there a system for recording and analysing OHSE performance statistics?		
If Yes provide details.  Comments:..... .....		

Are employees regularly provided with information on your organisation's OHSE performance?			
If Yes provide details.			
Comments:.....			
.....			
Has the contractor ever been convicted of an occupational health and safety offence?			
If Yes provide details.			
Comments:.....			
.....			
<b>References</b>			
Please provide the following information for the three (3) most recent contracts completed by the contractor			
	<b>Contract 1</b>	<b>Contract 2</b>	<b>Contract 3</b>
<b>Contract Description</b>			
<b>Client</b>			
<b>Contact</b>			
<b>Phone No.</b>			
<b>No. of Lost Time Injuries</b>			
<b>No. of person days on Contract</b>			
<b>Total days lost due to injury</b>			

**TO BE SUBMITTED WITH TENDER**

**20 ATTACHMENT O – STATEMENT OF CONFORMANCE**

**LAKES ENTRANCE TRAINING WALLS REMEDIATION WORKS**

***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**

**21 ATTACHMENT P – INSURANCE DETAILS****LAKES ENTRANCE TRAINING WALLS REMEDIATION WORKS****INSURANCE DETAILS**

**Name of Tenderer :** .....

Meeting Gippsland Ports' insurance requirements is a mandatory compliance criterion (refer to Section 1.15.2, RFT Part A – Conditions of Tendering). Tenderers are to provide detail of insurance coverage as required in the table below. The levels of cover detailed are the minimum acceptable levels of cover and will be required to be maintained for the term set of the Contract. Please also submit current Certificates of Currency for the Insurances detailed below, as an attachment.

<b>Public Liability – Minimum level of cover required is \$20,000,000</b>	
Insurance company:	
Policy number / expiry date:	
Amount \$:	
Exclusions, deductibles:	
And/or excesses:	

<b>Work cover</b>	
Insurance company:	
Policy number / expiry date:	
Expiry date:	
Exclusions, deductibles:	
And/or excesses:	

<b>Works insurance</b>	
Insurance company:	
Policy number / expiry date:	
Amount \$:	
Expiry date:	
Exclusions, deductibles:	
And/or excesses:	

<b>Motor vehicle / Plant insurance</b>	
Insurance company:	
Policy number / expiry date:	
Amount \$:	
Expiry date:	
Exclusions, deductibles:	
And/or excesses:	

**TO BE SUBMITTED WITH TENDER**