



TENDER DOCUMENTS & SPECIFICATION

FOR

BUNG YARNDALAKE TYERS ABORIGINAL TRUST

BOAT RAMP AND PONTOON CONSTRUCTION

CONTRACT N° 8770

TENDER CLOSING DATE AND TIME: FRIDAY 20 JUNE 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 General Conditions of Contract.

1.5 INDICATIVE TENDER TIMETABLE

The following timetable is given as information for tenderers.

Activity	Indicative Date
Tender release	Wednesday 21 May 2025
Tender closing time	12.00pm Friday 20 June 2025
Intended contract award date	July - August 2025
Intended contract commencement date	August – September 2025

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.

Timing of Contract award will be dependent on approval of amendments to the Planning Permit by East Gippsland Shire and the Cultural Heritage Management Plan. These are both currently in progress.

1.6 PRE-TENDER BRIEFING

No pre-tender briefing will be held for this Tender.

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.

To access the site from land Tenderers must contact the Trust representative, Tristan Hennessy, Pinni Project Services, (mobile 0400 356 849, tristan@pinnips.com.au), prior to the site visit to obtain permission to enter the Trust property.

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 8770"**.

– **ELECTRONIC LODGEMENT**

Email the completed tender documents, by the nominated closing time, to Tenders@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).
 - 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

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 (%)
FINANCIAL		
Tendered price	Response Schedule G	45
CAPABILITY		
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	15
CAPACITY		
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
LOCAL JOBS FIRST CRITERIA		
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
TOTAL		100

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.

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.

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.

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
- d) In developing the LIDP, bidders must consult in good faith with Industry Capability Network (Victoria).
- e) 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.
- f) 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

- 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. 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 Quantities 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 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.

2.3 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 Bung Yarnda Lake Tyers Aboriginal Trust Boat Ramp and Pontoon.**
- 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

2.4 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,

2.5 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 Management Plan has been submitted to and approved by the Principal.
- h) The Contract-specific Health and Safety Coordination Plan, Risk Assessments, Safe Work Method Statements (SWMS), Procedures or Safe Work Instructions, or a combination of these, have been submitted to and approved by the Principal.
- i) The Contractor's Construction Environment Health and Safety Plan have been submitted to and approved by the Principal.
- j) 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

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 **CONTRACT MANAGEMENT PLAN**

The Contractor shall prepare a Contract Management Plan that provides overall coverage to include the Occupational Health and Safety and Environmental (OHSE) requirements, cultural heritage requirements, traffic management requirements, and the construction program. The Contract Management Plan shall be submitted to the Principal for approval no later than one week prior to the intended commencement of on site work. No work can commence on site until the Contract Management Plan is approved by the Principal.

3.7 **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.

3.7.1 **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.

3.7.2 **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

3.7.3 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.

3.7.4 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.

3.7.5 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, as part of the Contract Management Plan. 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.

3.7.6 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.

3.7.7 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.

3.7.8 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.

3.8 **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

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 cultural 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 SEMP, 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).

3.9 **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 19 December 2025 and 9 January 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.

3.10 **COMMERCIAL VESSEL REQUIREMENTS**

The waters of Lake Tyers are designated as Inland 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.

3.11 **CLEANING OF COMMERCIAL VESSELS**

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

3.12 **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.

3.13 **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.

3.14 **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.

3.15 **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.

3.16 **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.

3.17 **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.

Lake Water Levels

Time lost due to high water levels in the lake will only be considered if a claim for extension of time is lodged in writing by the Contractor within 48 hours of the Contractor experiencing such delay.

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.

3.18 **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.

3.19 **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.

3.20 **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.

3.21 **INTERFERENCE WITH OTHERS**

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

3.22 **CLOSING OF AREAS**

The Contractor shall install temporary security fencing as necessary to close off public access to the worksite.

Where the Contractor's operations require a section of road to be closed to traffic, the Contractor shall obtain the approval of the Lake Tyers Aboriginal Trust prior to doing so and shall conform to all conditions and instructions made by the Trust. 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.

3.23 **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 Lake Tyers Aboriginal Trust regarding the condition of adjacent roads and carparks and any damage caused during the works.

3.24 **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.

3.25 **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.

3.26 **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 Contractors expense.

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

3.27 **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;
- Facility Maintenance Plan for the constructed works as specified in Clause 3.29;
- material test results as required; and
- letter of conformance.

3.28 **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.

3.29 **FACILITY MAINTENANCE PLAN**

The Contractor shall prepare and submit to the Principal for approval at Practical Completion, a Facility Maintenance Plan that shall contain details of maintenance activities or inspections required for the completed works, frequency of these activities and indicative costs for each activity. The maintenance schedule shall cover maintenance activities and inspections for the boat ramp, pontoon and gangway, endwall, access road pavement, landscaping and stormwater drainage.

4 RFT PART D - PROJECT TECHNICAL SPECIFICATION

4.1 **BACKGROUND**

Bung Yarnda Lake Tyers Aboriginal Trust is located in East Gippsland Shire and provides a number of facilities and services to residents who live on the Trust property. There is one road for access to the Trust property and the Trust is surrounded on three sides by the waters of Lake Tyers.

Lake Tyers is an estuary that is normally closed to the ocean and will infrequently open once the water level raises high enough to breach the sand bar separating the lake from the ocean. When the entrance is closed the lake is non-tidal and can experience extended periods of high water levels.

An existing floating pontoon was constructed approximately 15 years ago and is now to be replaced with a new floating pontoon, boat ramp and upgrade to the existing access road. This new facility is designed for use at all water levels in the lake, and has a primary function of providing emergency access and egress in the event of bushfires impacting the Trust and restricting access along the single road that accesses the Trust.

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 works in accordance with the drawings as specified. Should any discrepancy occur between the drawings and the actual site conditions the Contractor shall refer such discrepancy to the Project Manager before proceeding with the section of work.

The 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 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)
- Removal of existing pontoon, gangway and piles and transport and unloading at Trust storage yard
- Construction of access road to new pontoon and boat ramp
- Supply and installation of pontoon, piles, gangway and abutment
- Construction of reinforced concrete approach slab to boat ramp
- Landscaping including topsoiling, hydromulching and seeding
- Construction of endwall
- Construction of boat ramp
- Miscellaneous minor works including, but not limited to, stormwater drainage, kerbs, bollards
- 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 **AUSTRALIAN STANDARDS**

Unless otherwise stated within the Specification all works shall be in accordance with the latest editions including amendments of the appropriate Australian Standards and Codes of Practice including where applicable:

General

AS 2159 Piling – Design and Installation

AS 4997 Guidelines for Design of Maritime Structures

Concrete (generally)

AS 1478 Chemical Admixtures for Concrete

AS 3582 Supplementary Cementitious Materials for use with Portland Cement

AS 3600 Concrete Structures

AS 3972 Portland and Blended Cement

Concrete (sampling and testing)

AS 1012 Methods of Testing Concrete

AS 1141 Methods for Sampling and Testing Aggregates

AS 3583 Methods of Tests for Supplementary Cementitious Materials for use with Portland Cement

Concrete (supply and placing)

AS 1379 Specification and Supply of Concrete

AS 2349 Method of Sampling Portland and Blended Cements

AS 2350 Methods of Testing Portland and Blended Cements

AS 2758 Aggregates and Rock for Engineering Purposes

Formwork

AS 1082 Glossary of Formwork Terms

AS 1510 Part 1: Code of Practice for Control of Concrete Surfaces

AS 3610 Formwork for Concrete

Reinforcing Steel

AS 1554 Part 3: Welding of Reinforcing Steel

AS 4671 Steel Reinforcing Materials

Timber

AS 1604 Specification for Preservative Treatment

AS 1720 Timber Structures

AS 2082 Timber - Hardwood - Visual Stress Graded for Structural Purposes

AS 3818.1 Timber - Heavy structural products - Visually graded - General requirements

AS 5604 Timber – Natural Durability Ratings

Structural Steel (including tubes)

AS 1214 Hot-dip Galvanised Coatings on Steel

AS 1554 Part 5: Structural Steel Welding

AS 4680 Hot-dip galvanising (zinc) coatings on fabricated ferrous articles

AS 4100 Steel Structures

Aluminium

AS1664 Aluminium Structures

The required standard of material workmanship and performance shall be as stipulated, recommended or implied in the applicable standard or its related documents unless expressly modified herein.

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 **GRUBBING**

The entire specified area shall be grubbed free from heavy grass, vegetation, decayed stumps, roots and other perishable matter, to the following depths:-

(a) Within areas where excavations will be made - to a minimum depth of 300mm below finished sub-grade level.

(b) Areas which are to be covered by embankments - to a minimum depth of 600mm below finished sub-grade level.

All holes shall be backfilled with similar materials so that obtained from excavations and compacted to the same density as the surrounding sub-grade.

4.6 **REMOVAL OF EXISTING PONTOON, PILES AND GANGWAY**

The Contractor shall dismantle and remove the existing pontoon, piles and gangway. These items shall be transported, unloaded and stacked by the Contractor at the storage yard within the Trust property. Access to the Trust storage yard shall be arranged by the Contractor by contacting Tristan Hennessy, Pinni Project Services (mobile 0400 356 849). Some of the piles are lying on the lake bed and will require a diver to attach lifting equipment to the piles.

4.7 **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.

4.8 **GEOTEXTILE**

4.8.1 **MATERIALS**

Geotextile material shall be Texcel P. Equivalent grade non-woven geotextile may be offered as an alternative for approval by the Principal.

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.

4.8.2 **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 300 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.

4.9 **VEGETATION REMOVAL**

The Contractor shall only remove vegetation within the footprint of the road formation and boat ramp and jetty footprint. Native vegetation outside these areas must not be disturbed by machinery or equipment.

Tree protection zones (TPZ) have been applied to the works area. No excavation or disturbance to soil is permitted within a TPZ. The TPZ to be applied in all cases is 12 x DBH (where DBH is diameter at breast height), unless otherwise directed by the Superintendent.

4.10 **CULTURAL HERITAGE**

Cultural Heritage Management Plan CHMP 18366 is applicable to these works and is included in Attachment Q.

4.10.1 **CULTURAL HERITAGE INDUCTION**

The Contractor's site supervisor shall complete a cultural heritage induction prior to works commencing on site. The induction will be conducted by representatives of Lake Tyers Aboriginal Trust. The Contractor shall liaise with the Trust to schedule the induction.

4.10.2 **PROTECTION OF ARTEFACTS SCATTER**

The artefacts scatter identified in the Cultural Heritage Management Plan shall be protected from disturbance during the construction works by installation of temporary fencing or bunting to restrict access.

4.10.3 **CULTURAL HERITAGE SUPERVISION DURING WORKS**

In accordance with the requirements of the Cultural Heritage Management Plan, construction work must be supervised by representatives of Lake Tyers Aboriginal Trust. The Contractor shall provide access to the worksite at all times for these representatives. Payment for the representatives will be between Lake Tyers Aboriginal Trust and Gippsland Ports.

4.11 **CONTRACTOR'S WORKING AREA & FORESHORE ACCESS**

4.11.1 **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 work site. 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.

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 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.

4.12 EARTHWORKS

4.12.1 GENERAL

This section specifies the construction of earthworks consisting of stripping, excavation and filling by the Contractor, necessary to complete the works to the correct alignment, design levels, type cross sections and details shown on the drawings.

4.12.2 STRIPPING AND STOCKPILING TOPSOIL

Before construction work is commenced, all areas which are to support pavements, or filling under such work, areas which are to be excavated or filled and areas on which fill may be temporarily stored, shall be stripped clear of all grass, root growth, wet or spongy natural soil, decayed vegetable matter and any other deleterious substances such that a natural, solid, undisturbed surface is exposed to provide a solid base for the works to be constructed.

Stripped topsoil shall be stockpiled in a clear area where directed by the Superintendent and used for topsoiling batters and nature strips.

Should construction methods and/or weather conditions prevent the winning of topsoil, or where there is insufficient suitable topsoil to be obtained from the stripping operation, the Contractor shall allow in his tender for:

- (a) importing approved topsoil for nature strips
- (b) winning topsoil for batters from areas such as directed by the Superintendent

4.12.3 FORMATION

The Contractor shall carry out all earthworks and trimming necessary to bring the formation true to lines, levels, cross sections and gradients, as shown on the accompanying drawings. The sub grade for the pavement and paving shall be accurately trimmed to template and level. Batters shall be neatly trimmed to the design shapes and slopes.

4.12.4 FILLING ON ROAD RESERVES OR ACCESS TRACKS

Areas on which fills are to be placed shall be stripped in accordance with Clause Stripping and Stockpiling Topsoil and compacted to a dry density of not less than 95% Standard Maximum dry density for the top 150mm.

Filling shall be equivalent of VicRoads' 'Type B' material free of topsoil, deleterious and/or perishable matter and have a minimum assigned CBR of 5%, maximum swell of 2.5%. Where the highest quality filling materials are available they shall be reserved for placement in higher levels of the fills being constructed.

Fill shall be spread in successive layers not exceeding 150mm and compacted throughout to a dry density of not less than 95% Standard Maximum dry density except that under road pavements (and verge areas) the top 450mm of such fill shall be compacted to a dry density of not less than 98% Standard Maximum dry density.

4.12.5 FORMING ACCESS AND BATTERS

Access track areas and batters shall be formed by cutting and filling as required to bring them to the levels and/or grades shown on the drawings.

4.12.6 REMOVAL OF SOFT AREAS

Where directed and authorised in writing by the Superintendent, soft, wet or unstable areas below the design levels of the sub grade which exist or develop during earthworks, shall be excavated and replaced with approved, stable material in layers not exceeding 150mm loose thickness, compacted to a dry density not less than 95% Standard Maximum dry density, except that the top 450mm of replaced sub grade material shall be compacted to a dry density not less than 98% Standard Maximum dry density.

Soft, wet or unstable areas of the sub grade which, in the opinion of the Superintendent, have been caused by the Contractor's negligence or improper methods, shall be drained and compacted or excavated, and replaced with approved stable material spread and compacted as above, by the Contractor, at his own expense.

4.12.7 SUB-GRADE PREPARATION AND TEST ROLLING

The sub grade below all pavements shall be compacted to a dry density of at least 98% Standard Maximum dry density throughout to the depths below sub grade level as follows:

- (i) In areas of cut to a depth of 150mm
- (ii) In areas of fill to a depth of 450mm

Any test site that fails to meet the required dry density must be reworked and subsequently retested to ensure its level of compaction reaches at least 98%.

Following compaction of the sub grade as specified above, the sub grade shall be proof rolled in the presence of the Superintendent, with a smooth wheel roller weighing at least 12 tonne mass with an intensity of contact pressure on the rear wheels of not less than 6 tonne per metre, without visible deformation.

Suitable plant for test rolling procedures may consist of the following:

- (a) Static smooth steel wheeled rollers with a mass of not less than 12 t and a load intensity under either the front or rear wheels of not less than 6 t/m width of wheel.
- (b) Pneumatic tyred plant with a mass of not less than 20 t and a ground contact pressure under either the front or rear wheels of not less than 450 kPa per tyre. The area over which this ground contact pressure is applied should be not less than 0.035 m² per tyre.
- (c) Highway truck with rear axle or axles loaded to not less than 8 tonne each with tyres inflated to 550 kPa.

The sub grade shall not be tested if it is in a wet condition.

4.12.8 DISPOSAL OF SURPLUS

All surplus loam and topsoil not required for topsoiling of nature strips or batters, or for use in the works, shall be stacked or spread where directed by the Superintendent, without additional cost to the Principal.

All surplus spoil not required for site grading, or elsewhere in the works, shall be disposed of by the Contractor within a radius of 2 kilometres of the works site, as directed by the Superintendent, without additional cost to the Principal, unless otherwise specified.

4.12.9 TOPSOIL SURFACING

The surface of excavations and fillings to nature strips, batters and allotments shall be finished parallel to the finished surface level to allow for the depth of topsoil surfacing specified hereunder.

Topsoil surfacing to nature strips, batters, allotments and spoil disposal sites shall be the best available material from the stockpiled topsoil, spread to a minimum depth of 100mm and raked level to the profiles and levels detailed.

Should the stockpiled topsoil contain stone greater than 15mm this shall be removed by screening, or approved imported material may be used.

4.12.10 EROSION PROTECTION

Where specified on the drawings or where directed in writing by the Superintendent, Geofabrics Jutemaster® Fine or similar approved decomposing matting shall be installed in accordance with manufacturer's instructions. Such matting is to overlay the seeded topsoil and is to be lightly trodden in after pinning. Where placed to in the invert of drains the edges of the matting are to be secured under 100mm of lightly compacted topsoil to ensure the flowpath of water to the drain is not intercepted.

4.12.11 DRAINAGE OF THE EARTHWORKS

Earthworks shall be kept clear of water at all times. The work shall be arranged so that all water will flow to one or more points, from which it shall be drained away by gravity, or be removed by pumping.

Existing drains shall be diverted during the construction of the new work if they cause interference, and connected to the new work later, as directed.

4.12.12 COMPACTION TESTING

Field density tests shall be taken on the subgrade and each successive layer of fill by a qualified tester to the following minimum frequency:

1 test per layer, per material type per 2500m² or

1 test per 500m³ or

3 tests per lot.

- Whichever requires the most tests or as required by the Superintendent

The Contractor shall be responsible for the extent of testing and for recording the locations and levels where testing occurs in accordance with Level 3 testing responsibilities (AS 3798). Copy of plan and test results shall be submitted to the Superintendent.

Compaction Testing frequency for roads must be undertaken in accordance with the Road Management Authority's or Superintendents requirements.

4.13 **ROAD PAVEMENT**

4.13.1 **GENERAL**

This section specifies the supply, delivery, spreading and compaction of road making gravel, to depths and levels as detailed on the accompanying plan.

Standards

The following Australian Standard shall form part of this Specification.

Australian Standard AS 1289 parts 5 & 6 "Methods of testing soils for engineering purposes".

4.13.2 **MATERIALS**

4.13.2.1 **Grading of Uncompacted Crushed Rock Base**

Grading Requirements for Class 2, 20 mm Base (by mass)

Table 2(a)

Sieve Size AS (mm)	Target Grading (% Passing)	Test Value before Compaction	
		Limits of Grading (% Passing)	% Retained between Sieves
26.5	100	100	
19.0	100	95 - 100	0 - 5
13.2	85	78 - 92	7 - 18
9.5	73	63 - 83	10 - 16
4.75	54	44 - 64	14 - 24
2.36	39	30 - 48	10 - 20
0.425	17	13 - 21	15 - 29
0.075	7	5 - 9	7 - 14

The Superintendent may revise the target grading requirements for the 2.36 mm, 0.425 mm and 0.075 mm sieves specified in the Table 2(a). The magnitude of the range of the limits of grading shall remain unchanged for the revised target grading and the range shall remain centred on the target grading. No additional payment will be made unless the change made to the target grading exceeds two percentage units for the 2.36 mm and 0.425 mm sieves or one percentage unit for the 0.075 mm sieve.

4.13.2.2 **Grading of Uncompacted Crushed Rock Subbase**

Grading Requirements for Class 3, 20 mm Sub base (by mass)

Table 3(a)

Sieve Size AS (mm)	Target Grading (% Passing)	Test Value before Compaction - Limits of Grading (% Passing)
26.5	100	100
19.0	100	95 - 100
13.2	85	75 - 95
9.5	75	60 - 90
4.75	59	42 - 76

2.36	44	28 - 60
0.425	19	10 - 28
0.075	8	2 - 10

4.13.2.3 Sampling and Approval

- (a) Three samples of materials proposed for use in this Contract shall be taken. Two should be delivered to the Superintendent for approval. The Superintendent reserves the right to have the material tested by a N.A.T.A registered laboratory prior to approval. The third sample shall be retained by the Contractor.
- (b) Should the Contractor wish to obtain material from a source other than the one from which a sample has been approved, samples shall be gathered and submitted for approval as described in (a) above.
- (c) If, in the opinion of the Superintendent, the material being used in this Contract varies from the sample approved, further samples shall be obtained and tested as in (a) above.
- (d) The Contractor will bear the cost of all testing.

4.13.3 INSPECTION OF PAVEMENT COURSES

The sub grade and each course of the road pavement shall be tested and approved by the Superintendent before placing of further courses is permitted.

4.13.4 DELIVERY AND SPREADING

Pavement materials, in accordance with this Specification, shall be spread to the widths and thicknesses shown on the accompanying drawings.

Pavement materials shall not be placed on a wet sub grade.

The material shall be spread direct from tipping trucks on the prepared base in an even continuous layer, or be use of an approved spreading device, in uniform layers, each of which shall not exceed 100mm compacted thickness.

Tipping of pavement materials in heaps on the sub grade to prevent pavement will not be permitted. Care shall be taken to prevent segregation of pavement materials into coarse and fine components.

4.13.5 COMPACTION

The Contractor shall provide and operate sufficient rollers, in accordance with the requirements specified below, together with other plant necessary to compact the pavement material as specified.

Each layer of the pavement shall be compacted with steel wheel rollers of not less than 9 tonne mass with load intensity of not less than 4.5 tonne per metre of width on the rear wheels or with pneumatic tyred rollers having a load per tyre of not less than 2.5 tonne and tyre pressures of not less than 550 KPa.

Rolling shall commence on the outer edges of the pavement and progress gradually to the centre from both sides. Each pass of the roller shall be parallel with the centre line of the roadway and uniformly overlap each preceding pass by one quarter of its width.

Compaction shall commence immediately after spreading and before existing moisture in the material has evaporated. Where necessary, the Contractor shall, as determined by the Superintendent, water the material to produce optimum moisture content for compaction.

Each layer shall be compacted at the appropriate optimum moisture content to a dry density not less than that corresponding to the following percentages of relative compaction.

Base	98%
Subbase	97%

Relative compaction based on max. dry density obtained on modified compaction test.

4.13.6 TEST ROLLING OF PAVEMENT COURSES

All pavement layers shall be compacted so that they are capable of withstanding test rolling without visible deformation, with a smooth wheel roller of approximately 12 tonne mass with a load intensity on the rear wheels of not less than 6 tonne per metre of width. Or alternatively, with a pneumatic tyred roller loaded to not less than 4.5 tonne per tyre, and tyres inflated to 700 KPa.

In addition to test rolling, the Contractor shall provide density tests on the completed subbase and basecourse layers to ensure the densities in Clause 4.12.5 are achieved. The cost of such tests shall be borne by Contractor and allowed for in the tender price.

Any unstable areas detected by test rolling shall be rectified by the Contractor using methods agreed to be the Superintendent.

4.13.7 CORRECTION OF HIGH OR LOW AREAS

Irregularities, deficiencies in level and high areas, shall be rectified by scarifying, adding or removing materials as necessary, reshaping and recompacting to grade and profile.

4.13.8 SURFACE PREPARATION AND MAINTENANCE

The Contractor shall prepare the pavement surface for bituminous treatment, by scarifying, watering, grading and rolling, to produce a hard, dense surface capable of being swept with rotary brooms to leave a tight surface true to profile and free from loose material, corrugations and other irregularities.

4.13.9 TOLERANCES

Base and sub base pavement courses, each consisting of one or more layers shall be finished to reasonably smooth and the following limits top the levels, lines, grades, thicknesses and cross sections shown on the drawings or specified or directed by the Superintendent.

(a) Level

The top of each pavement course shall not differ from the specified level by more than 10mm. When pavements are constructed against a kerb and channel, the top of the pavement shall be constructed flush with the lip of the channel unless otherwise specified or shown on the drawings and no point on the finished pavement surface shall be lower than the design level.

(b) Thickness

The thickness of the sub base course at any point shall be not less than the specified thickness by more than 15mm and where the sub base consists of two or more layers the thickness of the top layer at any point shall be not less than that specified by more than 10mm.

The thickness of the base course at any point shall be not less than the specified thickness by more than 10mm and where the base consists of two or more layers the thickness of the top layer at any point shall be not less than that specified by more than 5mm. The average thickness of base as determined from measurements at 6 sites selected at random by the Superintendent over any 100m on any lane shall be not less than the specified thickness.

The combined thickness of sub base and base courses at any point shall be not less than the specified thickness by more than 15mm.

(c) Alignment

The edge of any layer of pavement not placed against an edging shall be not more than 50mm inside, nor more than 100mm outside, the designed offset from centre line or design line. Within these tolerances, the rate of change of offset of the edge of the layer shall be not greater than 25mm in 10m.

(d) Width

All pavement layers situated below the bottom of the kerb and channel shall extend beyond the back of the kerb and channel by 150mm.

The width of any layer of pavement not placed between edgings shall be not less than the design width by more than 50mm, nor greater than the design width by more than 100mm and the average width over any 300mm shall be not less than the design width.

(e) Shape

No point on the surface of each layer of base or sub base shall lie more than 10mm below a 3m straight edge laid parallel to the centre line of the pavement or from a template placed at right angles to the centre line.

4.14 **PILING**

4.14.1 **MATERIALS**

The Contractor shall supply all piles and any materials necessary to complete the piling works as specified.

4.14.2 **GEOTECHNICAL INVESTIGATION**

A site-specific geotechnical investigation has been undertaken for Gippsland Ports. A copy of the geotechnical investigation interpretive report is included as Attachment T.

4.14.3 **PILE DRIVING EQUIPMENT**

The Contractor shall make their own assessment of the foundation conditions to ascertain the difficulty of pile driving and the equipment required. No additional payment to cover pile driving difficulties or remedial works required to overcome misalignment of piles will be made to the Contractor, and the Contractor must allow for all contingencies in his tendered rates and amounts.

The Contractor shall determine the size and type of equipment needed to carry out the installation of the piles. The jetting of piles will not be permitted.

Before commencing work onsite the contractor shall provide information demonstrating that the pile driving equipment proposed is capable of driving the piles to the loads required.

4.14.4 **PILES**

Boat ramp piles shall be 273.1 diameter x 9.3mm thick C350LO steel tube, hot dipped galvanised. Lengths of boat ramp piles are specified on drawing sheet 1 of 7. Pontoon piles dimensions shall be nominated by the Contractor. The Contractor shall be responsible for determining the length of pontoon piles required to achieve the specified design requirements.

Boat ramp piles may be spliced using full penetration butt weld, with a 50mm x 6mm backing ring in accordance with AS 1554 Part 5. The pontoon pile supplier shall nominate proposed methods for splicing piles for approval by the Superintendent.

Piles shall be driven in the locations as shown on the drawings. An approved dynamic driving formula shall be used to assess the capacity of each pile as it is being driven. A pile driving record shall be maintained and provided to the Principal as required. The pile driving records shall show the following information:

- The date and time of day of driving the pile;
- The location number and dimensions of the pile;
- The lake bed level to Chart Datum at the pile location;
- The driven depth below the seabed or toe level to chart datum;
- Number of blows per 500 mm penetration for the full drive;
- The final set for the last ten blows and temporary compression;
- The type and size of hammer and its stroke, or with double acting hammers, the number of blows per minute;
- The type and size of helmet;
- The type and condition of the packing on the pile head, and of the dolly or follower;
- Any other relevant information (note: the pile toe levels shown on the Pile Plan shall be considered as a minimum).

The head of the finished pile at cut off level shall finish in the nominated position $\pm 25\text{mm}$.

Piles shall finish within 1% off vertical.

Piles damaged as a result of internal defects, or by handling or driving operations such that their structural capacity to withstand or transfer the design load to the foundation is impaired, shall be corrected by a method determined by the Principal, subject to consent by the Principal. Such instructions may include the driving of a new pile or piles and extracting the defective pile from the sea bed.

In addition to the dynamic driving formula used to assess each pile, 1 No. pile shall be tested for the minimum serviceability load capacity using an approved dynamic load testing technique.

Piles shall be cut off at the nominated level $\pm 3\text{mm}$ and filled with non-structural grout at the time of placing boat ramp beams.

Each pile shall have a hot dipped galvanised pile cap fitted immediately after the pile is filled with grout.

4.15 **PONTOON DESIGN CRITERIA**

The pontoon jetty shall conform to the following key criteria:

- Uniformly distributed live load of 3kPa over all or part of the deck or a concentrated load of 4.5kN whichever produces the most adverse loading condition. Stability for unrestricted access as per AS 3962.
- Dimensions approximately as shown on the drawings.
- Pontoon and ramp designed for not less than a 30-year life requiring only routine maintenance over that period.
- Pontoon and ramp shall be capable of withstanding a maximum wave height of 500mm.
- pontoons shall float level and true under the influence of all permanent loads including ramp.
- The pontoon, ramp and ramp abutment shall be so designed that they are capable of withstanding the lake high water level of RL 2.2m.

4.15.1 PONTOON

The pontoon shall be sized approximately as shown on the drawings. Actual sizes of the pontoon proposed shall be submitted to Gippsland Ports for approval prior to commencement of fabrication. Pontoon sections shall be clearly marked to identify these within the overall layout.

The pontoon shall be constructed from durable material requiring only superficial maintenance over the 30 year design life. The deck shall be fabricated from concrete or other hard wearing, non-slip material that does not warp or buckle due to environmental conditions.

The outer edge of the pontoon shall be fitted with a continuous horizontal fender suitable for vessels up to 8m in length.

The pontoon shall be fitted with mooring cleats designed to suit the maximum vessel size. Cleats shall be large enough to accept mooring lines from two vessels at the same time. Eight cleats shall be installed evenly spaced along the edge adjacent to the boat ramp, and six cleats shall be installed evenly spaced along the opposite side.

In the “no load” condition, but including the gangway, the pontoon shall sit with the deck horizontal in both the horizontal and longitudinal directions, and have a freeboard of 400mm.

4.15.2 GANGWAY

The gangway shall be constructed from durable materials appropriate for the life of the facility and fitted with a non-slip deck. The gangway shall be fitted with a handrail that complies with Australian Standard AS1428 – *Design for Access and Mobility* and have a clear width between the handrails of not less than 1500mm.

Vertical misalignment between the abutment and gangway and gangway and pontoon deck (during normal operating range) shall not exceed 5mm (Australian Standard AS1428.1 – *Design for Access and Mobility*).

The gangway shall be of such a length that under normal operating water levels (Low Water Level -0.3 m AHD, High Water +2.2 AHD) the maximum slope is 1:8. The ramp shall be capable of operating at a High Water of RL +2.2m. The path at the gangway abutment is at RL 2.2m.

4.15.3 RAMP ABUTMENT

The gangway hinge brackets to be supplied with the gangway may be stainless steel (grade 316) or aluminium and shall be designed for bolting to the face of the concrete retaining wall. Details of bracket fixings are to be included in the installation instructions.

4.15.4 SERVICES

No provision for services required in pontoon.

4.15.5 LADDER

One ladder constructed from grade 316 stainless steel with stiles extending 900mm above the pontoon deck, and bottom rung minimum 0.9m below water level, shall be attached to the outer extremity of the pontoon. The ladder shall be located to not interfere with vessels in berths.

4.15.6 PILE CAPS

The Contractor shall supply and install conical plastic white pile caps on all pontoon piles. The pile caps shall be securely fastened to the piles to prevent accidental removal.

4.16 CONCRETE

4.16.1 CONCRETE SUPPLY AND PLACEMENT

4.16.1.1 1 : Scope

The work specified under this Section includes the supply, mixing, placing, compacting and finishing of all concrete work under the contract for this project to the lines, levels and dimensions shown on the Drawings.

It specifies minimum requirements with regard to concrete durability.

4.16.1.2 2 : Materials

GENERAL

All concrete shall be dense and well graded.

All materials used in the manufacture of concrete shall conform to the requirements of this Specification. The Contractor shall submit details of proposed materials to the Principal for review.

Where the concrete is required for concrete structures in excess of 1 m thick, or mass concrete structures, consideration may be given to the use of type LH 'low heat of hydration cement'. The specified strength and durability requirements shall be complied with and demonstrated by test results to be provided to the Principal.

Cement shall not be more than six months old when used in the work under the contract and any cement that has become lumpy or partially set prior to mixing will be condemned and shall be removed from the site immediately.

All bagged cement shall be supplied in unopened and undamaged plastic lined bags, bearing the Manufacturer's brand and date of manufacture.

PORTLAND CEMENT

For normal concrete and for blending with marine grade concrete, the cement used shall be Portland Cement of Australian manufacture and shall comply with AS 3972. The type of cement shall be ASCE Specification Type GP - General Purpose Portland Cement, unless otherwise designated. The maximum alkali content of the cement (measured as Na₂O equivalent) shall be 0.6 per cent by weight.

FLY ASH AND BLAST -FURNACE SLAG

For all marine grade concrete, fly ash and ground blast-furnace slag blended cements shall be used in accordance with AS 3972. Fly ash shall comply with AS 3582.1 and ground blast-furnace slag shall comply with AS 3582.2.

A ratio of 1 part of fly ash or ground blast-furnace slag to four parts of Portland Cement shall be used in any concrete mix.

AGGREGATES

Fine aggregate shall consist of clean hard durable natural or manufactured sand and shall be free from clay, dust, lumps, soft or flaking particles, organic matter and any other deleterious substances.

Coarse aggregate shall consist of crushed stone or gravels composed of clean, sound, hard and durable fragments free from dust, clay, organic materials other deleterious substances. Unless otherwise noted on the Drawings or in this Specification, the maximum size of coarse aggregate to be used in each class of concrete shall be 20 mm.

All coarse and fine aggregates shall comply with the requirements of AS 2758.1 and AS2758.2 (as appropriate) and shall be tested by the Contractor in accordance with AS 1141, Section 38, including testing for alkaline reactivity. All test results shall be submitted to the Principal. Aggregates with high alkaline reactivity shall not be used.

Where aggregate is proposed to be supplied from a clearly recognised source, the Principal may waive any requirement for testing.

WATER

Clean water of potable quality shall be used in all concrete mixes and shall be free from oil and injurious amounts of alkalis, salts, organic materials and any other deleterious substances harmful to concrete or reinforcement. Water quality shall be established by testing unless, where water is proposed for use from a clearly recognised source, the Principal may waive any requirement for testing.

ADMIXTURES

Admixtures shall not generally be used in concrete without the consent of the Principal. Should the Contractor desire to use an admixture, a submission shall be made to the Principal consisting of:

- type and brand of admixture to be used;
- rate of application of admixture;
- type and location of metering device;
- part of the structure where admixture is proposed to be used;
- reason(s) for use.

The alkali concentration levels of a superplasticiser, if used, shall not exceed 0.41 by mass Na₂O equivalent. The superplasticiser shall be added at the site under strict supervision and not at the batching plant unless the batching plant is located on the site.

Calcium chloride will not be permitted as an admixture, or part thereof, in reinforced or prestressed concrete.

Air entraining agents shall not be used in any concrete unless specifically agreed by the Principal.

Despite the use of admixtures, the quantity of cementitious material shall in no case be reduced below the minimum value specified.

4.16.1.3 3 : Quality and Mix

QUALITY OF CONCRETE

Concrete shall be specified by required properties as defined in AS 3600. The properties required for each element of the work under the contract shall be as specified herein.

All concrete used on this project shall have a minimum twenty-eight (28) day characteristic compressive strength (*f*'_c) of 50 MPa unless noted otherwise. The Contractor shall note that these strength requirements are a minimum and that other criteria may control the approved mix.

The water / cementitious material ratio for all concrete shall be 0.35 by mass unless specifically agreed otherwise by the Principal. Liquid additives shall be included in the water volume for the purpose of this calculation.

Standard slump testing apparatus shall be provided by the Contractor and slump tests shall be carried out by the Contractor as required to verify the specified requirement.

The slump of the concrete at the point of discharge, as measured by a standard slump test, shall be 80 mm ± 20 mm.

The minimum total content of cementitious material shall be 430 kg/m³ for concrete of compressive strength 35 MPa and greater.

Other properties required for the concrete are:

- maximum drying shrinkage at eight weeks (to AS 1012.13): 600 microstrain;
- density: 2,350 – 2,500 kg/m³.

Concrete mixes shall not contain acid soluble chloride ions from any source exceeding 0.8 kg/m³ of fresh concrete (0.2 per cent (measured as chlorine) by weight of cement). If necessary, aggregates must be washed with fresh water to fulfil this condition. Similarly, concrete mixes shall not contain a total of

soluble and insoluble sulphates from all sources, including the cement, exceeding 4 per cent (measured as SO₃) by weight of cement.

CONCRETE MIX DESIGN

The Contractor shall be responsible for the design and production of all concrete used in the work under the contract. The use of ready-mixed concrete shall in no way lessen or remove this responsibility.

The Contractor shall state the proposed degree of quality control when details of the proposed mix design are submitted. If, during the course of the work, this degree of control is not maintained (as evidenced by either the batching and mixing and placing methods employed, or by the strength of test cylinders taken on the work), the Principal may withdraw Consent to Use, pending either redesign of the mix, or establishment of improved quality control, or revision to the method of placing. Where a new mix design is prepared, testing of the new mix shall be carried out at the Contractor's expense.

APPROVAL OF MIXES

No concrete shall be placed in the work under the contract until consent to use has been obtained. Concrete mixes shall not be altered without the consent of the Principal.

4.16.1.4 4 : Testing

SAMPLING AND TESTING

All concrete used in the work under the contract shall be subject to sampling and testing in accordance with AS 1012, AS 1379 and AS 3600.

Concrete from all sources shall be sampled and tested by the Contractor.

Samples shall be taken by the Contractor from separate batches of concrete selected at random during the placing operation. A testing program is to be prepared by the Contractor and submitted to the Principal for approval. Each sample shall consist of three specimen cylinders. Each specimen cylinder shall be identified with the batch. The minimum rate of sampling shall be as follows:

- two samples from each lot of 25 m³ or a discrete structural element (or part thereof) and two samples from each additional 50 m³ (or part thereof);
- for each set of specimen cylinders one shall be tested at seven days and two at twenty-eight days;
- specimen cylinders taken from the batches shall be cured in accordance with AS 1012;
- test cylinders may be stored at the site of the work under the contract.

Assessment of conformance with strength grade shall be in accordance with AS 1379.

Tests for maximum drying shrinkage, water sorptivity and density shall also be conducted.

All test results shall be submitted to the Principal, and in particular, notification of any failures on the test specimens shall immediately be given to the Principal.

ACCEPTANCE OF CONCRETE

Where the concrete already placed is classed as defective and liable to rejection, the criteria for rejection shall be as set out in AS 3600.

Should any concrete be liable to rejection, the Contractor may submit specimens cut from the completed work for testing provided that in taking the specimens there is no net effect on the structural capacity or durability of the element being sampled. The number, form and dimensions of the specimens, and the location from which they are cut, shall be subject to the consent of the Principal. The Contractor shall arrange for an approved Testing Authority to carry out the required tests and submit the results to the Principal.

The Principal will then consider the test results and other information, and may, with absolute discretion, determine whether the strength of the specimens cut from the work and adjusted for the age of the specimens, is to be taken as the actual strength of the concrete for acceptance purposes.

Nothing in the foregoing shall in any way relieve the Contractor of any responsibilities.

Concrete classed as defective and rejected by the Principal shall be removed from the work under the contract and, together with any other work subsequently erected thereon, shall be replaced with concrete complying with the Specification.

4.16.1.5 5 : Formwork and Falsework

CONSTRUCTION

Formwork shall be designed and constructed in accordance with AS 3610 and AS 3600. All forms shall be built surface smooth, mortar tight and have sufficient rigidity to prevent distortion due to the pressure of fresh concrete and other construction loads. Particular care shall be taken in preparation of the joint around piles penetrating the soffit.

It should be noted that welding of formwork or its supports to exposed parts of permanent piles will not be permitted.

Forms for plane exposed surfaces shall consist of plastic -coated, waterproof plywood timber forms lined with tempered hard-board or close-fitting unwarped metal forms. Joints in the form sheeting for plane exposed concrete surfaces shall be either vertical or horizontal unless otherwise specified.

Forms for surfaces not exposed to general view may consist of standard timber or metal panels.

Timber forms shall be constructed and maintained in such a manner as to prevent warping and opening of joints due to shrinkage of the timber. The timber shall be free of any defects which will affect the structure.

Where shown on the Drawings, corners shall be provided with 20 mm x 20 mm chamfers or fillets.

All forms shall be set and maintained to line and level such that the finished concrete will conform to the proper levels, dimensions and contours, as shown on the Drawings, within the tolerances specified.

All forms shall be cleaned and coated with the lightest practical coating of release agent prior to erection. Reinforcing steel and construction joints shall not be contaminated with release agent.

Pockets formed in the concrete for subsequent casting of anchor bolts or the like shall be carefully constructed to allow for the full reinforcement to project through the forms.

Metal form ties shall be of an approved type. If the form ties are cast in, they shall be of a type which permits removal of the end fittings to a depth at least 75 mm below the finished surface of the concrete. Ordinary wire ties shall not be used.

Form ties shall be located in a uniform symmetrical pattern relative to the finished surface. The cavities left when the end fittings of embedded ties are removed shall be as small as possible and shall be filled with an approved epoxy cement mortar at the earliest possible time. The surface of such filled cavities shall be left smooth and uniform in colour.

When forms are re-used, their original shape, strength, rigidity, mortar tightness and surface smoothness shall be maintained. Forms which, in the opinion of the Principal, become unsatisfactory in any respect shall not be used.

The Contractor shall check the formwork prior to placing the concrete. All dimensions, particularly those affecting the construction of subsequent portions of the work under the contract, shall be carefully checked.

Should any formwork be displaced during concreting, or within the periods specified for the retention of formwork, the concrete shall be removed between such limits as the Principal may determine, construction joints shall be formed, and the section of work reconstructed, after the formwork has been strengthened and adjusted.

The design of falsework, the method of founding or supporting the falsework, and the time, order and manner of its release shall all be completed by a structural engineer experienced in such design. The Contractor shall supply the Principal with detailed drawings of such falsework and release times for information.

The welding of falsework or its supports to exposed parts of permanent piles will not be permitted.

All falsework shall include adequate bracing to prevent movement of piles or formwork during concreting.

Falsework may be supported on completed sections of the work under the contract provided that the construction loads subsequently applied do not result in over-stressing or instability within the sections, and that due allowance is made for any deflection of the sections. If structural strengthening or modification of such section is necessary, as a condition for approval of their use as support structures, the Contractor shall carry out such specified strengthening or modification. The Principal's consent of the use of completed sections of the work under the contract as support structures for falsework, shall in no way relieve the Contractor of any responsibility for the cost of restoration or repair of any damage occasioned by or resulting from such use.

Formwork shall remain in place when required to protect the concrete against the effects of excessive evaporation and inundation by seawater.

4.16.1.6 Finishes

Formwork shall be in accordance with the AS 3610 Class 3. Aluminium alloy sheeting shall not be used as formwork.

The number of re-uses, and the conditions of faces and edges of forms, shall be consistent with the formwork surface class specified. Forms shall not be disturbed until the concrete in contact with them has hardened sufficiently to withstand such action without damage.

STRIPPING

Forms shall be so designed and constructed that they may be removed without injuring the concrete surfaces and without excessive jarring or hammering.

Forms and falsework beneath the soffit of self-supporting concrete elements shall not be removed until a minimum of 80 per cent of the characteristic compressive strength at twenty-eight days has been achieved and in accordance with AS 3610 unless noted otherwise. Special care shall be exercised when removing formwork from the vicinity of piles to ensure the protective treatment is not damaged and in any case for marine grade concrete, the forms shall not be removed prior to the elapse of a minimum fourteen days after placement of concrete.

4.16.1.7 6 : Formwork for Concrete on Ground

Formwork for slabs on the ground shall conform to the previous clauses as far as they are applicable.

Formwork shall extend the full depth of the concrete. Formwork shall rest upon the base and shall be rigidly fixed so as to maintain line and level under the pressure of concrete and under the weight and movement of the finishing equipment.

Forms shall be secured to steel stakes which allow minor adjustments to line and level to be made without moving the stakes and then to be rigidly locked in that position.

4.16.1.8 7 : Ready Mixed Concrete

Only those Suppliers with certified quality systems will be allowed to supply ready mixed concrete.

The production and delivery of ready-mixed concrete shall be in accordance with the requirements of AS 1379 except as otherwise specified hereunder.

Notwithstanding any requirement contained in AS 1379, extra sampling, testing and acceptance of ready-mixed concrete shall conform to the requirements of this Specification.

Ready-mixed concrete shall be delivered to the site in trucks of the revolving drum type. The use of non-agitating equipment for this purpose will not be permitted.

The quantity of concrete delivered in any truck shall not exceed the rated capacity of its agitator drum. The timing of deliveries shall be such as to ensure an essentially continuous placing operation.

Concrete shall be conveyed from the mixer to the place of deposit without delay and by methods which will not cause or permit segregation and or loss of materials.

4.16.1.9 8 : Placing

GENERAL

Before commencing placement of concrete in any section of the work under the contract, the formwork shall be checked for accuracy and tightness and all joints shall be effectively stopped.

No concrete shall be placed in the work under the contract until the reinforcing steel has been inspected by the Principal (or delegate) and any foreign material has been completely removed from the forms and the reinforcing.

Concrete shall not be placed in the forms until the slump has been verified. Concrete shall be liable to rejection if the slump is in excess of the maximum slump specified.

Except for underwater concrete, all concrete shall be placed under dry conditions. During rain or impending rain, the Contractor shall take adequate protection and preventative measures to protect the unset concrete.

Concreting operation shall be carried out in a continuous manner between approved construction joints. Should a delay occur which allows the concrete in the forms to take its initial set, a construction joint

shall be formed as specified elsewhere herein and fresh concrete shall not be placed against the concrete already in the forms at that time.

Chutes, if used, shall be arranged in a manner which avoids segregation of the concrete. Apart from an initial flushing immediately prior to commencement of concreting, the use of water in chutes to assist movement of concrete shall not be permitted.

Buckets shall be capable of discharging portions of their load at a time in a controlled manner.

Concrete shall not be dropped from a height exceeding 2 m, nor shall it be placed in any other manner which results in segregation or loss of concrete and damage to formwork and reinforcement.

If placing operations necessitate a drop of more than 2 m, the Contractor shall submit his proposed methodology and procedures to the Principal for Consent to Use.

Fresh concrete shall be deposited within the forms as near as possible to its final location. Excessive use of vibrators and tamping rods to move the concrete along the forms will not be permitted.

Concrete shall be placed at a rate that will permit proper compaction and shall not be placed to a depth greater than 450 mm before compaction of the concrete below.

Formwork shall not be disturbed or adjusted during the concreting operation and shall remain undisturbed up to the minimum removal time specified.

No strain shall be placed on any projecting reinforcing steel for a period of at least 24 hours following completion of concreting.

The full thickness of all structural members shall be concreted in the one operation.

If a cessation of work becomes unavoidable, a construction joint shall be formed as specified elsewhere herein, at the point of stopping. When work is resumed, the treatment of the concrete at the cold joints shall be as specified under Section 5.7.1.8 Construction joints.

PUMPING

Concrete pumps selected for placing of concrete shall conform to the relevant standards and statutory requirements and be fit for purpose. Delivery lines shall be of metallic type. Under no circumstance shall aluminium alloy pipes or fittings be used nor shall concrete be permitted to come in contact with aluminium during its manufacture, transport or placing.

Where delivery lines are exposed to the direct sunlight, appropriate measures shall be taken to ensure that the quality and workability of the concrete is maintained.

Direct, efficient communication shall be maintained at all times between the pump operator and the concrete placing crew.

During delays in delivery of concrete to the pump, concrete in the lines shall be pumped at approximately 10 minute intervals (5 minutes where the ambient temperature is greater than 32°C) to ensure that the concrete is 'live'. For piston type pumps at least two strokes of the piston shall be made at each pumping interval. In the event of any delay or breakdown in the equipment not exceeding thirty minutes, during which time concrete cannot be placed, the concrete already in place shall have the 'wet edges' maintained in a manner specified by the Principal and subject to Consent to Use by the Principal.

If the delay exceeds thirty minutes and is likely to cause initial set of the concrete to occur, an emergency construction joint shall be formed where directed, the concrete completed to it, and all concrete in the pipeline discarded.

Commencement of placement of concrete shall not take place if the air temperature is less than 5°C or greater than 32°C.

In any case if initial setting of the concrete has begun in the hopper or discharge lines, the concrete shall be discarded.

PLACING IN HOT WEATHER

The Contractor shall take all practical precautions to maintain the concrete at a temperature not exceeding 32°C. Such precautions shall be taken to avoid premature stiffening of the fresh mix, reduce water absorption and evaporation loss, and prevent shrinkage, settlement, and pre-setting cracks.

Such precautions shall be taken if the ambient air temperature at the time of placing is likely to be greater than 32°C and may include:

General

All concreting shall be placed during the early morning and commencement of work shall be timed to ensure completion of concreting before 10.00 am where possible.

At the mixer

Using crushed ice in the mixing water.

- Liquid nitrogen cooling of the mix.
- Shading and watering aggregate stockpiles.
- Insulating containers and delivery lines.
- Any combination of the above methods.

At the site

Cooling formwork by dampening with water sprays.

- Shading work areas.
- Erecting wind breaks.
- Minimising the time for placing and finishing.

No concrete shall be placed with temperatures greater than 32°C at the time of placing in the forms.

Concrete shall be placed within seventy five minutes of the time of addition of the cement to the mix.

After placing and compacting, the concrete shall be covered with an impervious membrane or hessian kept wet until adequately cured.

The use of any curing compounds shall be reviewed by the Principal and submitted to the Principal for Consent to Use.

If there is the likelihood of hot weather placement, the Contractor shall submit his proposed methodology and procedures to the Principal for Consent to Use.

CONSTRUCTION JOINTS

A construction joint is defined as the junction between two successive concreting operations in an element, intended to act structurally.

Generally, construction joints shall be formed and located as shown on the drawings.

Whenever the work of placing concrete is delayed so that the initial set has taken place, the point of stopping shall be deemed a construction joint and formed accordingly. The initial set shall be deemed to have occurred if a standard vibrator will not penetrate the surface under its own weight and will not re-work the concrete mix once penetration has been achieved.

Where such a point of stopping occurs at a location considered unsuitable by the Principal, the Contractor shall remove such concrete already placed as will enable a satisfactory construction joint to be formed.

Before depositing new concrete on or against concrete which has hardened, the forms shall be re-tightened. The surface of the hardened concrete shall be roughened in a manner that will expose sound concrete and aggregate at the surface. It shall be thoroughly cleaned of foreign matter and laitance. Immediately prior to the deposition of fresh concrete the surface shall be coated with cement slurry comprising one part cement to two parts water.

In the event that a crack occurs at the construction joint, the Contractor shall repair the joint using an epoxy injection system or other approved permanent crack repair method.

4.16.1.10 9 : Compaction and Curing

COMPACTION

Concrete shall be thoroughly compacted during and immediately after depositing. The concrete shall be deposited in layers not exceeding a depth of 450 mm. Concrete shall be compacted with high frequency internal vibrators in the manner described below. Hand compaction in lieu of mechanical vibration will be allowed only as an emergency measure.

The vibration shall be internal except as specified for form vibrators:

The Contractor shall provide a sufficient number of vibrators to properly compact each batch immediately after it is placed in the forms. The minimum number of vibrators to be provided will depend

on the rate of placing concrete but in no case shall be less than one vibrator for each 5 m³ of concrete or part thereof placed per hour, with a minimum of two vibrators.

At least one vibrator in working order shall be held in reserve at all times.

A vibrator shall be inserted into the concrete at successive positions not more than 500 mm apart and vibration shall continue at each position until air bubbles cease to emerge. It shall then be withdrawn slowly.

Vibrators shall be inserted so as to thoroughly compact the concrete around the reinforcement and embedded fixtures into the corners and angles of the forms. Vibration shall be applied at the point of deposit and in the area of freshly deposited concrete. Where more than one layer is being placed in a continuous operation, the vibrator shall be inserted through the layer into the layer below.

The vibrators shall be inserted into and withdrawn from the concrete slowly. The vibration shall be of sufficient duration to thoroughly compact the concrete but shall not be continued so as to cause segregation.

Vibration shall not be applied directly to or through the reinforcement or to sections or layers of concrete which have hardened to the degree that the concrete ceases to be plastic under vibration. It shall not be used to make concrete flow in the forms over distances so great as to cause segregation and vibrators shall not be used to transport concrete in the forms.

Form vibrators: Where external form vibrators are used for the manufacture of precast items, the number, type, spacing and method of support of the vibrators shall be approved by the Superintendent. Internal vibration shall always be used in conjunction with external form vibration.

The provision of this section shall also apply to precast members.

In thin web sections, concrete shall be placed in horizontal layers not more than 300 mm thick. Each layer shall be placed and compacted before the preceding layer has taken its initial set.

Immediately following the discontinuance of placing concrete, all accumulations of mortar splashed upon reinforcement steel and the surfaces of the forms shall be removed.

PROTECTION AND CURING

The Contractor shall ensure that all concrete is properly and adequately cured. The Contractor shall submit his proposed methodology and procedures for curing of the concrete to the Principal for Consent to Use. The Contractor shall modify or change the curing procedures as directed by the Principal at any time during the work of the Contract if the Principal is not satisfied that the concrete is properly cured.

Initial curing of exposed concrete surfaces shall commence as soon as the surface of the concrete has hardened sufficiently and shall continue for not less than 72 hours. The concrete surface shall be kept continuously moist, preferably by ponding, but where this method is considered impractical, an absorbent cover kept continuously wet shall be used.

Final curing shall commence immediately following the initial curing period and shall continue for not less than a further seven days or such longer period as the Principal may direct. During this period the curing shall be carried out either by continuing the method used during the initial curing period or by one of the following methods, subject to the provisions of the hot weather placement, Section 5.7.1.8 Placing in hot weather.

Waterproof sheeting covers

The Concrete shall be covered with an approved waterproof sheeting, maintained in close contact with the surface of the concrete.

The edges of the sheeting shall be taped or shall overlap by at least 200 mm and the whole sheeting shall be securely held in position. Any damage to, or displacement of, the sheeting during building operations shall immediately be made good and should the concrete surface show signs of drying out during the final curing period, the sheeting shall be temporarily removed, the surface of the concrete wetted, and the sheeting replaced as before.

Membrane curing compound

Proprietary membrane curing compounds shall be applied according to the Manufacturer's instructions and at the recommended rate, with half to be applied back and forth in one direction and the remainder at right angles. The compound shall be thoroughly mixed before application. It shall provide a continuous flexible coating without visible breaks or pinholes and which remains unbroken for not less than the curing period after application.

Curing compounds shall not be used on surfaces which are to receive other finishes or further concrete.

The curing compound shall be either a wax emulsion or chlorinated rubber-based composition containing a fugitive white pigment. The Contractor shall submit the name, type and Manufacturer of the proposed compound to the Principal for Consent to Use, at least two weeks prior to commencing concrete operations.

Steel forms exposed to direct sunlight, and all timber forms in contact with the concrete during the final curing period, shall be kept wet. If forms are removed during the curing period, one of the previously described curing methods shall be employed and continued for the remainder of the period.

Ensure a uniform colour is achieved on adjacent surfaces by applying uniform curing methods.

CONCRETE CRACKING

Should the concrete exhibit any form of cracking before twenty-eight days, i.e. shrinkage, plastic cracking or other, the concrete shall be repaired using an epoxy injection system or other approved method of permanent crack repair.

4.16.1.11 10 : Surface Finish

VERTICAL SURFACES

Following removal of forms and subsequent to the application of any curing process, the following operations shall be carried out. None of the repairs shall be performed prior to completion of curing and any curing compound shall be removed to ensure fresh concrete is exposed for proper bonding:

All fins and other unwanted projections shall be ground off to provide a smooth surface.

Any pockets or honeycombed areas, shall be cleaned out to sound concrete. The resulting voids shall be filled with a stiff mortar as per Clause 5.7.1.12, vibrated as necessary, and having the same sand / cement ratio as the original concrete. The surface of the patches shall be finished flush with the adjacent concrete.

An approved bonding agent in the mix or on the interface (or both), shall be used if directed by the Principal. In addition, for all surfaces exposed to view, the surface shall be examined for the presence of air holes covered by a thin layer of cement mortar. The mortar shall be removed and the holes repaired.

Sand / cement grout, consisting of equal parts of cement and fine sand passing a 600 micron sieve, mixed with an approved bonding additive and water to produce a plastic mix, shall be applied uniformly to the surface in an approved manner using a pad of hessian or similar material to fill all air holes and other minor surface blemishes. The surface shall be kept damp while this work is carried out. Surplus material shall be removed while the first application is still plastic by rubbing with a dry mix of the same proportions and materials leaving a residual material only in the depressions and none on the surface.

For precast deck panels, the vertical surface of all units, which will be hidden within the mortar joint between units in the finished deck, is exempt from the bagging treatment in the previous paragraph.

HORIZONTAL SURFACES

The underside of deck slabs is exempt from finishing treatment, subject to the adequacy of the formwork to provide the specified finish.

The top of the cast in situ deck shall be finished by hand or vibrating screed followed by power floating.

The concrete level shall be controlled by a grid of levels at maximum centres of 1.8 m across the job and 3 m along the job. After placing and compacting, the surface shall be screeded to level with hand screeding boards. Final finishing shall be carried out with power floats. At least five passes shall be made with the power float, with each successive pass being in a direction perpendicular to the previous pass.

After floating, the surface shall be tested with a 3.6 m straight edge supplied by the Contractor who shall also supply the necessary labour and assistance in carrying out the test. The surface of the concrete shall not deviate by more than the amount specified in Clause 5.7.1.11.

When the surface has commenced to stiffen, it shall be vigorously broomed with a stiff broom in a direction transverse to the direction of the traffic, so as to produce a non-slip deck surface.

4.16.1.12 11 : Tolerances and Building-In

Where tolerances are not stated in the Specification or on the Drawings for any individual structure or feature thereof, they shall not be greater than the deviations listed below.

These tolerances shall be applied to the completed work. Forms shall be set and maintained so as to ensure that the completed work is within the tolerance limits. Should a specified tolerance be exceeded, the work shall be liable to rejection or remedy at the Principal's discretion and the nature of remedial work shall be at the Principal's discretion. The cost of any remedial work shall be borne entirely by the Contractor.

PRECAST CONCRETE

Size of members or thickness of slab:	+/- 2 mm
Cover of concrete over reinforcement:	+/- 2 mm
Departures from plane in exposed surfaces:	
- gradual	+/- 2 mm in 3 m
- sudden	+/- 1 mm in 3 m
Departure from line on exposed edges:	+/- 2 mm in 3 m
Departure from contract dimension where	0 – 20 m 2 mm
other tolerances do not apply:	over 20 m 5 mm

CAST IN-SITU CONCRETE

Size of members or thickness of slab:	+/- 5 mm
Cover of concrete over reinforcement:	+6 mm – 0 mm
Departures from plane in exposed surfaces:	
- gradual	+/- 6 mm in 3 m
- sudden	+/- 3 mm in 3 m
Departure from line on exposed edges:	+/- 3 mm in 3 m
Departure from contract dimension where	0 – 20 m 5 mm
other tolerances do not apply:	over 20 m 10 mm

Where in the opinion of the Principal the application of the above tolerances would adversely affect the serviceability of the structure, the tolerances may be amended at the Principal's discretion. Where appearance or serviceability of the structure will not be impaired (e. g. in concrete to be subsequently buried below ground level), the Principal may relax the tolerances in dot point 3 to 5.

4.16.1.13 12 : Grouts, Mortars and Other Compounds

MATERIALS FOR SAND / CEMENT MORTARS AND GROUTS

Cement and water shall be as specified in Clause 5.7.1.2.

Sand shall consist of sharp, coarse, clean siliceous sand, free from dust, clay, organic matter any other deleterious substances.

Grading and fineness shall be such that the hardened mortar produced from the sand shall be impervious to moisture.

The sand, cement and water shall be mixed in the preparation specified in the relevant clauses of this specification. They shall be efficiently mixed and no segregation shall be allowed. The water / cement ratio for the grout or mortar shall be the minimum required to allow placement as specified herein.

MISCELLANEOUS COMPOUNDS

Where proprietary sealants, epoxy compounds, bond breaking compounds, glues and grouts are used, details shall be supplied to the Principal for review. Such items shall always be applied strictly in accordance with the Manufacturer's specification.

4.16.2 REINFORCING STEEL

4.16.2.1 1 : Scope

This Section covers the supply fabrication and placing of bar and steel wire fabric reinforcement used in the concrete throughout the work under the contract.

Unless shown on the drawings, all non-prestressed reinforcement shall be either hot rolled deformed bar of grade D500N or welded mesh made of drawn deformed ribbed bar of grade D500L.

4.16.2.2 2 : Supply

TEST CERTIFICATES

The Contractor shall supply to the Principal, as required, copies of test certificates representing routine tests for yield and ultimate strengths, elongation and cold bend performances carried out by the Steel Fabricator confirming that the steel supplied conforms to the specified requirements.

4.16.2.3 3 : Marking

All grades of reinforcement other than mild grade steel shall be suitably marked for ready identification which shall be transferred to bundle tags after stock steel is cut and bent.

STEEL OF FOREIGN ORIGIN

Should the Contractor wish to use reinforcing steel not of Australian manufacture, approval must be obtained from the Principal. In seeking such approval, the Contractor shall nominate the members in which the foreign reinforcing steel is to be used and shall also state the country and mill of origin and the Specification to which the steel is produced.

Certificates from a NATA laboratory of chemical composition and physical properties of all non-Australian reinforcing steel will be required by the Principal. No steel of foreign origin shall be ordered or placed before approval is given by the Principal.

4.16.2.4 4 : Bending

STACKING AND CLEANING

Reinforcement shall be protected from damage at all times. During storage it shall be stacked on supports clear of the ground and away from any contamination, including the effects of the weather.

Before being placed in position in the work, all loose millscale, loose rust, mud, oil, paint, grease or other deleterious material, shall be removed from the reinforcement and it shall be kept free of those substances until the concrete is placed around it.

For the purposes of this Specification, rust shall not be deemed to be loose if on rubbing with the thumb, it leaves only a stain thereon.

Any reinforcement projecting from a previous concrete operation shall be cleaned free of adhering concrete or loose slurry prior to any further embedment.

CUTTING AND BENDING

Reinforcement shall be free of kinks or other unwanted bends or deformations and shall be cut to length and bent in accordance with the Drawings.

All bending shall be in strict accordance with AS 3600.

After cutting and bending, bars shall be bundled or stored in a manner which permits clear identification of their 'mark' as shown in the bending schedule.

4.16.2.5 5 : Placing and Fixing

GENERAL

Placement and fixing of reinforcement shall conform to the requirements of AS 3600 and as specified herein.

All reinforcement shall be accurately placed in the position shown on the Drawings and firmly held during placing and setting of concrete. Bar reinforcement shall be tied together by wiring each intersection using annealed wire not less than 1.25 mm in diameter, or by such other fastening devices as may be approved, provided that where bar spacing is 300 mm or less, alternate intersections need only be tied.

The ends of wire ties shall be bent away from nearby faces or forms and shall not project into the concrete cover.

Unless otherwise shown or specified, the minimum clear distance between parallel bars shall be in accordance with AS 3600.

COVER

Clearance from forms shall be maintained by the use of concrete spacers of same strength and quality as the concrete. The shape of the chair shall be such that minimum obstruction is offered to the formation of a homogeneous mass of concrete both within and around the chair.

Plastic tipped metal chairs will not be approved for any locations.

Metal supports and tie wires which extend to the surface of the concrete will not be permitted.

Layers of bars shall be separated by means of bar spacers.

Stirrups and ligatures shall pass around the main reinforcement and shall be securely tied thereto.

The clear cover to reinforcement (including stirrups, ligatures, etc.) shall be as indicated on the Drawings or as specified but shall not be less than that specified in AS 3600 and AS 4997 for the appropriate durability classification indicated on the Drawings.

SPLICING

Splicing of reinforcement shall occur only in the locations shown on the Drawings, and where practical, splices in bar reinforcement shall be staggered.

Splices in reinforcement shall conform to the requirements of AS 3600.

Structural Grade and Hot Rolled Deformed bars of grade 500N may be spliced by welding where permitted.

Splicing of bar reinforcement by welding will be permitted only where subject to:

- the welded splice is made in a region where stress in the bar is less than 75 per cent of the permissible stress;
- welding electrodes complying with AS 1553.1, Code No. E4816 or Code No. E4818 are used;
- all welding of reinforcement shall be carried out in accordance with AS 1554, Part 3;
- splices shall be made by butt welding with a double V-preparation on both pieces to be spliced, unless otherwise agreed by the Principal.

CONSENT TO USE

The reinforcement shall be inspected by the Principal before concrete is placed. The Contractor shall give the Principal adequate notice that the reinforcement is in place so that it may be checked.

4.17 **PRECAST CONCRETE BEAMS**

Precast reinforced concrete crossheads shall not be lifted before a minimum of 50 per cent of the characteristic compressive strength at twenty eight days has been achieved. Precast units shall be lifted only at the lifting points detailed on the drawings.

Precast units may be stacked by placing soft timber packing under both lifting points, whether during transportation or when stockpiled for subsequent use. Under no circumstances shall any other means of stacking be adopted. Units may be placed on top of each other, spaced by timbers at the support points mentioned above, provided that the net bearing stress so produced on the lowermost unit is less than 7 MPa and provided that the foundation material is suitable and the stacked units are stable.

During erection, units shall be handled by slinging from lifting points only and all movements shall be gradual and the procedures used shall be such as to minimise shock loading. Precast units shall always be handled with care to avoid damage.

The Contractor shall take all necessary precautions in handling and transporting the units to ensure they receive no adverse impacts. No precast units shall be considered suitable for transport, except within the casting yard, until the full twenty eight day compressive strength is achieved.

4.18 **PRECAST CONCRETE DECK PANELS**

Precast reinforced concrete deck planks shall not be lifted before a minimum of 50 per cent of the characteristic compressive strength at twenty eight days has been achieved. Precast units shall be lifted at the lifting points shown on the drawings or at a single central point for units less than 3 m in length.

Precast units may be stacked by placing soft timber packing under both lifting points, whether during transportation or when stockpiled for subsequent use. Under no circumstances shall any other means of stacking be adopted. Units may be placed on top of each other, spaced by timbers at the support points mentioned above, provided that the net bearing stress so produced on the lowermost unit is less than 7 MPa and provided that the foundation material is suitable and the stacked units are stable.

During erection, units shall be handled by slinging from lifting points only, and all movements shall be gradual and procedures used shall be such as to minimise shock loading. Precast units shall always be handled with care to avoid damage.

The Contractor shall take all necessary precautions in handling and transporting the units to ensure they receive no adverse impacts. No precast units shall be considered suitable for transport, except within the casting yard, until the full twenty eight day compressive strength is achieved.

4.19 **END WALL**

The Contractor shall supply all materials required to construct the end wall as shown on the drawings. Precast concrete panels shall be constructed with Marine Grade 50MPa concrete.

4.20 **STORMWATER DRAINAGE CULVERT AND WINGWALLS**

The Contractor shall supply and install a 375mm diameter stormwater drainage pipe as shown on the Drawings. Precast concrete wingwalls shall be supplied and installed at both ends of the pipe.

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

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

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

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 19

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.

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. 8770

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:

BUNG YARNDALAKE TYERS ABORIGINAL TRUST BOAT RAMP AND PONTOON

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 Bung Yarndalake Tyers Aboriginal Trust Boat Ramp and Pontoon
- 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. 8770 – Lake Tyers Aboriginal Trust Boat Ramp and Pontoon		
Hazard	Possible Cause	Control Measure
1. Working over water	1.1 Person falling into water	<ul style="list-style-type: none"> Where possible set up fall protection Staff have appropriate swimming competency Staff trained in PFD use and in water rescue techniques Ensure that PFD, life buoy, rope or ladder available
	1.2 Using electrical tools over water	<ul style="list-style-type: none"> Use battery, hydraulic or pneumatic tools Ensure that trip mechanism is operational Ensure that leads are off the ground
	1.3 Working from a barge	<ul style="list-style-type: none"> Where possible secure barge Barge handrails in place Use spotter where required to alert of wake
2. Traffic hazards	2.1 Trucks entering, exiting a work site	<ul style="list-style-type: none"> Use of traffic signalmen Installation of temporary traffic signals Use of Safety Signs Speed restriction signs displayed and enforced
	2.2 Working in close proximity to roads	<ul style="list-style-type: none"> Use of witches hats or temporary barriers to cordon off sections of road Closure of road Use of Safety Signs Speed restriction signs displayed and enforced
3. Manual handling	3.1 Use of heavy hand-held tools	<ul style="list-style-type: none"> Use of support harness Limits on duration of use Job rotation and training
	3.2 Handling of heavy objects	<ul style="list-style-type: none"> Provide mechanical aids Redesign object or task
4. Contact with heat	4.1 Hot Materials	<ul style="list-style-type: none"> Provide appropriate protective clothing and training
	4.2 Fire in the Workplace	<ul style="list-style-type: none"> Keep workplace clear of waste materials Issue of hot work permit Remove flammable materials or store correctly Provide adequate fire fighting equipment Employee fire fighting training Eliminate ignition sources from flammable atmospheres
	4.3 Exposure to sun	<ul style="list-style-type: none"> Provide protective clothing and sunscreen Reduce exposure time Provide shade structure Reschedule work

Hazard	Possible Cause	Control Measure
5. Contact with electricity	5.1 Faulty electric leads and tools	<ul style="list-style-type: none"> Tools and leads inspected and tagged
	5.2 No earth leakage detectors	<ul style="list-style-type: none"> Residual current devices in all circuits Residual current devices tested regularly
	5.3 Electric leads on ground	<ul style="list-style-type: none"> Electrical leads kept elevated and clear of work areas
	5.4 Electrical leads in damp areas	<ul style="list-style-type: none"> All electric leads kept dry
	5.5 Electric leads tied to metal rails	<ul style="list-style-type: none"> All electric leads are kept insulated
	5.6 Plant not isolated	<ul style="list-style-type: none"> Ensure permit to work system followed Lock-out and equipment tag procedure
	5.7 Contact with underground or overhead cables	<ul style="list-style-type: none"> Location of services to be established Overhead cables to be protected Services to be isolated when working in proximity Establish safe clearance distances
6. Exposure to noise	6.1 Plant and equipment not silenced	<ul style="list-style-type: none"> Fit noise suppression to noisy plant and equipment
	6.2 Not wearing appropriate protection	<ul style="list-style-type: none"> All personnel to wear appropriate PPE (hearing protectors)
	6.3 Excessive exposure time to noisy areas	<ul style="list-style-type: none"> Regulate employee exposure to noise
7. Contact with high pressure	7.1 Burst air lines	<ul style="list-style-type: none"> Air hoses in good condition and regularly inspected
	7.2 Hoses becoming uncoupled	<ul style="list-style-type: none"> All hose couplings fitted with pins or chains
	7.3 Using compressed air to clean clothing	<ul style="list-style-type: none"> Prohibit and instruct employees on dangers
	7.4 Improper handling of gas cylinders	<ul style="list-style-type: none"> Cylinders stored upright and secured
	7.5 Defective pressure gauges	<ul style="list-style-type: none"> All pressure gauges inspected regularly for defects
8. Contact with chemicals	8.1 Incorrect handling procedures	<ul style="list-style-type: none"> All employees trained in MSDS requirements MSDS requirements incorporated into JSAs and SWMSs
	8.2 Lack of information	<ul style="list-style-type: none"> Review Material Safety Data Sheet and assess risks
	8.3 Not wearing appropriate PPE	<ul style="list-style-type: none"> All personnel provided with appropriate PPE and training on how to use it
	8.4 Incorrect storage	<ul style="list-style-type: none"> Hazardous substances stored and labelled correctly
	8.5 Elevated exposure levels	<ul style="list-style-type: none"> Provide mechanical ventilation All personnel provided with appropriate PPE and training on how to use it

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

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

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

8 ATTACHMENT D – DRAWING SET

LAKE TYERS ABORIGINAL TRUST BOAT RAMP AND PONTOON

DRAWING SET

<i>DRAWING NO.</i>	<i>DRAWING TITLE</i>
2587/1100	LOCALITY PLAN AND DRAWING LIST
2587/1101	OVERALL LAYOUT PLAN
2587/1102	DETAIL LAYOUT PLAN
2587/1103	DESIGN LAYOUT PLAN
2587/1104	TYPICAL SECTIONS – SHEET 1 OF 2
2587/1105	TYPICAL SECTIONS – SHEET 2 OF 2
2587/1106	SURVEY (EXISTING SITE)
1 OF 7	BOAT RAMP GENERAL ARRANGEMENT AND PILE PLAN
2 OF 7	BOAT RAMP PANEL DETAIL
3 OF 7	BOAT RAMP UPPER BEAMS
4 OF 7	BOAT RAMP LOWER BEAMS
5 OF 7	BOAT RAMP PILE CAP DETAIL
6 OF 7	BOAT RAMP TRANSITION SLAB AND END WALL DETAILS
7 OF 7	BOAT RAMP

These Drawings are to be read in conjunction with the relevant sections of the Technical Specification (RFT Part D of this document).

9 ATTACHMENT E – DELETED

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.

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. 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.



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 EOI 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 EOI, 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.



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
Total Victorian AEE	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) 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:	



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.

SAMPLE ONLY



ATTACHMENT B - LOCAL EMPLOYMENT COMMITMENTS MONITORING TABLE

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

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



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.

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 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****LAKE TYERS ABORIGINAL TRUST BOAT RAMP AND PONTOON****Bill of Quantities****CONFORMING TENDER**

Item	Description	Qty	Unit	Rate	Amount (\$) (excl GST)
1	Mobilisation and demobilisation of all required plant and equipment to site to undertake the works, including establishment and securing of site compound	1	Item		\$
2	Prepare and maintain during contract period a Project Management Plan that includes OHS, traffic management, cultural heritage, environmental protection, construction schedule	1	Item		\$
3	Prepare and submit to Principal a Facility Maintenance Plan for ongoing maintenance of the constructed works, including indicative prices for maintenance activities	1	Item		\$
4	Strip topsoil material from all areas to be disturbed (up to 250mm depth) and stockpile for reuse	1	Item		\$
5	Fill to line and level to form subgrade for road pavement – supply and place Type A fill, road subgrade, compacted in layers not exceeding 200mm loose thickness to 95% STD density	170	m ³		\$
6	Rock embankment – supply, place and compact well graded rock (maximum 150mm size) to form a stable embankment as shown on the drawings.	90	m ³		\$
7	Geotextile – supply and place geotextile fabric Texcel P over rock embankment (road, transition slab and path area)	175	m ²		\$
8	Spread 150mm layer topsoil to batters	165	m ²		\$
9	Hydromulching with approved native seed mix to topsoiled batters	165	m ²		\$
10	Preparation of subgrade	620	m ²		\$
11	Pavement – supply, spread, place and compact 200mm Class 2 crushed rock over prepared subgrade, shape, and blend to existing surfaces	620	m ²		\$

12	Match existing surfaces into new works, reinstate disturbed and damaged areas	1	Item		\$
13	Concrete transition slab – 150mm thick, one layer SL82 mesh, 32MPa concrete, broom finish, on 50mm Class 2 crushed rock bedding	34	m ²		\$
14	Boat ramp piling – supply, delivery, pitch, drive, cut off steel tube piles as specified	112	Lin m		\$
15	Boat ramp pile caps – fabricate, supply and install hot dipped galvanised pile caps as specified	8	Each		\$
16	Boat ramp beams – supply and installation of precast reinforced concrete beams as specified	1	Item		\$
17	Boat ramp panels – supply and installation of precast reinforced concrete panels as specified	1	Item		\$
18	Boat ramp kerb – supply and installation of recycled plastic kerb cross-section approximately 150mm x 150mm on boat ramp deck	52	Lin m		\$
19	Pontoon - manufacture, supply, delivery and installation of pontoon, including one ladder and fourteen mooring cleats	1	Item		\$
20	Pontoon gangway - manufacture, supply, delivery and installation of aluminium gangway and abutment connection	1	Item		\$
21	Pontoon piling – supply, delivery, pitch, drive piles for pontoon, including sleeves and conical white pile caps	1	Item		\$
22	Construct gangway abutment	1	Item		\$
23	End wall piles – supply, delivery, pitch, drive, cut off galvanised steel columns as specified	60	Lin m		\$
24	End wall panels – supply and installation of precast reinforced concrete panels as specified	10	m ²		\$
25	Supply and install spike-down kerb as shown on drawings, fastened to concrete transition slab using Chemset anchors or approved equivalent	9	No.		\$

26	Supply and install H6 treated pine bollards (1.2m above ground, 0.6m below ground, top 0.6m painted white). Bollard locations as directed by Superintendent.	36	No.		\$
27	Provisional Sum - Dayworks	1	Item	\$20,000	\$20,000
TOTAL AMOUNT FOR SCHEUDLE A (excl GST)					\$

TO BE SUBMITTED WITH TENDER

TENDERED AMOUNT SUMMARY

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

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 – DELETED

14 ATTACHMENT I – CURRENT AND PREVIOUS WORKS

BUNG YARNDALAKE TYERS ABORIGINAL TRUST BOAT RAMP AND PONTOON

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.

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

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

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

Contract 4	(Current / Previous)	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**BUNG YARNDALAKE TYERS ABORIGINAL TRUST BOAT RAMP AND PONTOON****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

BUNG YARNDALAKE TYERS ABORIGINAL TRUST BOAT RAMP AND PONTOON

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.

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

TO BE SUBMITTED WITH TENDER

17 ATTACHMENT L – SUB-CONTRACTORS AND MATERIAL SUPPLIERS

BUNG YARNDALAKE TYERS ABORIGINAL TRUST BOAT RAMP AND PONTOON

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**BUNG YARNDALAKE TYERS ABORIGINAL TRUST BOAT RAMP AND PONTOON*****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

BUNG YARNDALAKE TYERS ABORIGINAL TRUST BOAT RAMP AND PONTOON

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 <i>(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.)</i> 		
If you have pre-qualification or third-party accreditation, complete only sections 6.3 and 7.0		
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:.....		
Safe Work Practices and Procedures	Yes	No
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:.....		
OHSE Training	Yes	No
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:.....		
OHSE Workplace Inspection	Yes	No
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:.....		
OH&S Consultation	Yes	No
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:.....		
OHSE Performance Monitoring	Yes	No
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:..... 		
References		
Please provide the following information for the three (3) most recent contracts completed by the contractor		
	Contract 1	Contract 2
Contract Description		
Client		
Contact		
Phone No.		
No. of Lost Time Injuries		
No. of person days on Contract		
Total days lost due to injury		

TO BE SUBMITTED WITH TENDER

STATEMENT OF CONFORMANCE

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.

This image shows a full page of a handwriting practice worksheet. It features ten sets of horizontal dashed lines spaced evenly down the page, providing a guide for letter height and placement. The background is plain white, and there are no other markings or text present.

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

Bung Yarnda Lake Tyers Aboriginal Trust Boat Ramp and Pontoon

21 ATTACHMENT P – INSURANCE DETAILS

BUNG YARNDALAKE TYERS ABORIGINAL TRUST BOAT RAMP AND PONTOON

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.

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

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

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

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

TO BE SUBMITTED WITH TENDER

22 ATTACHMENT Q – CULTURAL HERITAGE MANAGEMENT PLAN

23 ATTACHMENT R – PLANNING PERMIT

24 ATTACHMENT S – MARINE AND COAST ACT CONSENT

25 ATTACHMENT T – GEOTECHNICAL REPORT