TENDER DOCUMENTS & SPECIFICATION

FOR

LOCH SPORT FORESHORE EROSION PROTECTION GROYNES CONSTRUCTION – STAGE 1

CONTRACT N° 8780

TENDER CLOSING DATE AND TIME: FRIDAY 9 OCTOBER 2026, 12.00 PM

PROJECT MANAGER	Carl Hodgkins, Ports Engineer
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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	**Tuesday 15 September 2026**
Tender closing time	**12.00pm Friday 9 October 2026**
Intended contract award date	**Late October 2026**
Intended contract commencement date	**November 2026**

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

1.6 PRE-TENDER BRIEFING

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.

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 <u>Obligation to Notify Errors</u>

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 <u>Disclosure of Tender Contents and Tender Information</u>

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 <u>Use of Tenders</u>

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, expect 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 <u>Status of Tenders</u>

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 <u>Conforming and Alternative Tenders</u>

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 includers 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 <u>Clarification of Tenders</u>

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 <u>Illegible Content, Alterations and Erasures</u>

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

- 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	55

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	25
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
	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.

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 Loch Sport Foreshore Rock Groynes Construction Stage 1.**
- Drawings attached to this document
- Tender documents submitted by the successful Contractor
- Notice of Acceptance of Tender

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:

- Marine and Coastal Act consent issued for this project
- 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 2026 and 27 January 2027;

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 Port of Gippsland Lakes are designated as Enclosed 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.

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.

An area of the existing sealed car park at Seagull Drive boat ramp is available for use as a site compound, as shown on the diagram below.

Proposed construction of five rock groynes (yellow)– Lake Victoria foreshore, adjacent to Seagull Drive, Loch Sport, Wellington Shire

Proposed laydown and construction compound location shown in green

Where the Contractor's operations require a section of road to be closed to traffic, the Contractor shall obtain the approval of Wellington Shire Council prior to doing so and shall conform to all conditions and instructions made by the Council. 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 Wellington Shire Council 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;
- 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.

4 RFT PART D - PROJECT TECHNICAL SPECIFICATION

4.1 BACKGROUND

Gippsland Ports is project manager for construction of five rock groynes on the foreshore west of the Seagull Drive boat ramp in Loch Sport. This work is funded by the Department of Energy, Environment and Climate Action (DEECA) on behalf of the Victorian Government.

The foreshore of Lake Victoria at Loch Sport is predominantly sand material and is susceptible to erosion. Majority of the foreshore in Loch Sport is protected by groynes, with a small section immediately west of the Seagull Drive boat ramp without protection. This section of foreshore has eroded considerably in recent years and DEECA has provided documentation and funding for construction of five rock groynes to protect this section of foreshore from further erosion.

There are five stages of works proposed by DEECA, with the works in this contract being for stage 1 only. Stages 2 to 5 will be subject to future funding.

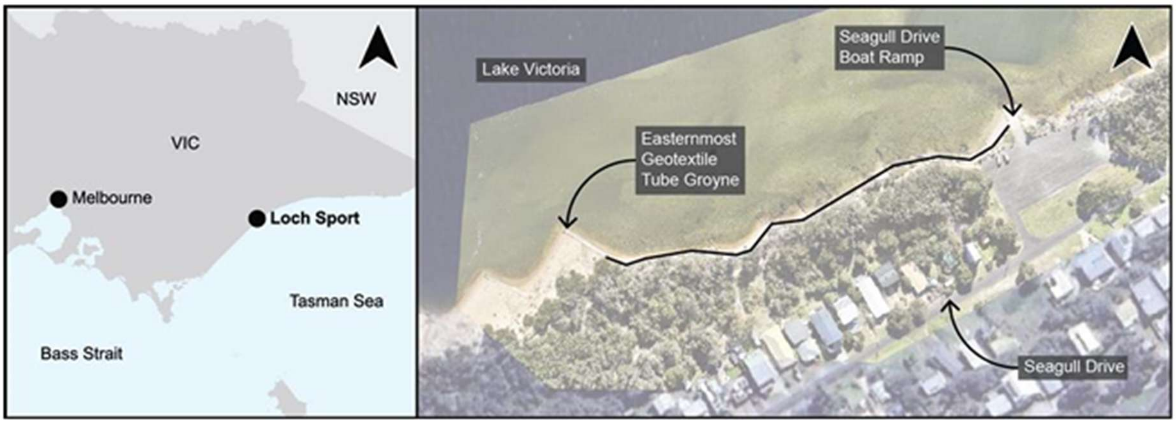

Figure 1-1: Site locality and context
(left) The location of Loch Sport in relation to Melbourne. (right) Aerial view of project area with key features called out.

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)

- Site set-out and surveying
- Supply and delivery to site all rock and other materials required
- Clearing and disposal onsite of fallen trees and dead vegetation within work area
- Construction of five rock groynes for Stage 1
- 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 GENERAL STANDARDS

The work and materials shall generally conform to the following standards,

- AS 1289 Methods of testing soils for engineering purposes,
- AS 2758 Aggregates and rock for engineering purposes,
- AS 4997 Guidelines for the Design of Maritime Structures or equivalent,
- BS 6349 Maritime Structures or equivalent,
- EN 13383 Armour stone,
- CUR/CIRIA Manual for the use of rock in shoreline and coastal engineering,
- IALA Aids to Navigation Guide, Standards and Guidelines (or equivalent).

Additional standards also apply to particular items, as specified elsewhere. Compliance with general standards shall not alter the obligation to comply with other sections of this specification, nor to comply with any requirements pertaining to the validity of any specified guarantees or warranties. Where conflict exists between different applicable codes, standards or regulations, the higher requirement shall apply. The Contractor shall not deviate from the provisions of the relevant standard without first obtaining permission in writing from the Principal.

4.4 CLEARING AND RELOCATION OF DEAD VEGETATION WITHIN WORKSITE

All rubbish removed in clearing shall be removed from the site of the work. The work areas shall be left with a neat and finished appearance.

Dead or fallen vegetation and trees that are in the water within the footprint of the groynes, or will interfere with construction works, can be removed and placed along the toe of the erosion batter. Vegetation above the high water level must not be disturbed.

4.5 RESTRICTIONS ON FORESHORE ACCESS

The existing foreshore has extensive native vegetation, with infrastructure including boat ramp, sealed carpark and pedestrian walking track. Vehicle access is not permitted along the walking track to the groyne location, and native vegetation cannot be removed to create vehicle access along the foreshore above high water level.

4.6 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.

4.7 HOLD POINT INSPECTIONS

All hold point inspections will be attended by the Superintendent. The ITP's shall identify hold point inspections and minimum notification time for the Superintendent to be present for inspections. Hold points shall be included in the submitted construction schedule and approved by the Superintendent prior to commencement of the project. At each hold point the construction will not proceed until Superintendent's approval is received.

The following hold points for Superintendent inspection shall be included in the program, unless otherwise approved by the Superintendent.

- Approval of Construction Environmental Management Plan and collecting the required construction approvals,
- Quarry stockpile and test results for armour rock,
- Subgrade preparation,
- Installation of Geotextile,
- Installation of Armour Rock,
- Inspection of the first 10 m of constructed groyne to ensure that it is built to the Design Intent,
- Completion of rock work,

4.8 CONTRACTOR'S WORKING AREA & FORESHORE ACCESS

4.8.1 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 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 implement suitable controls so as not to cause degradation of the existing foreshore areas.

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 and "No Go Zones".

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.

4.9 ROCK GROYNE

4.9.1 TEST SECTION

The contractor shall construct a representative test section 10 m long (perpendicular to the shore) at the commencement of groyne construction. The test section shall demonstrate the quality of placing geotextile and armour rock layers for the Superintendents' approval. For the test section the excavated/formed surface on which the geotextile is placed, and the surface of all rock layers is to be surveyed along cross section profiles at 2 m intervals to demonstrate the completed works comply with the design within allowable tolerances.

The visual quality achieved in the test section shall be maintained throughout the works.

4.9.2 CERTIFICATION OF ROCK GROYNE CONSTRUCTION

The following documentation is required to be provided to the Superintendent to certify that the Contractor has achieved the design requirements:

- Information certifying the geotextile, and rock material complies with the standards and specified material requirements, including any product warranties as applicable.
- QA documentation confirming the installation of new geotextile conforms to the Drawings.
- Conducting a pre-works survey of the worksite with written agreement of Drawings surface levels supplied to the Superintendent by the Contractor.
- Photographic records of construction and post installation survey for the armour rock with documentation of finished crest levels relative to AHD at intervals along the length as specified by the Superintendent.

4.9.3 PROTECTION OF WORKS

The Contractor is accountable for safeguarding the Works against wave, stormwater, and flooding impacts throughout the Contract period. This includes minimising the exposure of materials to accelerated erosion caused by waves, currents, and stormwater.

4.9.4 WAVE ACTION AND EROSION

The Contractor shall familiarise itself with the expected wave conditions, including their effects on water levels, and make sufficient allowances for these conditions in the Tender and shall adapt work methods and implement temporary measures accordingly. The method of shielding the Works from wave action shall be included in the Contractor's approved Method Statement. In devising and executing any temporary protection system against wave action, the Contractor must ensure that adverse effects such as increased erosion or damage to existing structures in adjacent areas are not induced.

In the event of forecasted heavy weather endangering the Works or necessitating a pause in work, the Contractor must promptly shield the Works from soil degradation and/or material deterioration. Upon conclusion of the weather event necessitating protection, the protective measures shall be removed to facilitate proper re-placement of materials as per the design cross-section. All protection and reinstatement work shall be borne by the Contractor. The Contractor must outline its heavy weather procedure in the tender for approval by the Superintendent.

4.9.5 FLOODING

The Contractor shall inform itself of the potential flood levels during the Works and make appropriate allowances in the Tender.

4.10 ROCK

4.10.1 GENERAL

The Contractor is responsible for the sourcing, extraction, transportation, handling and placement without damage to the rock. Rock brought to site to comply with the specifications outlined below and in the design drawings. Note that the Contractor must supply to the Superintendent rock certificates demonstrating the material meets the standards outlined in this specification and as noted on Drawings in accordance with BS EN 13383.1: 2002.

Except where specifically stated otherwise, rock for the armour shall be dense, sound, resistant to abrasion and free of cracks, cleavage planes, seams and other defects which would result in breakdown of the rock in the environment of the site of the Works. Any rock likely to undergo physical change causing spalling, weathering or fracturing in the environment of the site shall not be accepted.

4.10.2 TESTING

Sampling and testing of armour rock to be used in the works shall be undertaken for each grade of rock in accordance with the Design Drawings. Sampling and testing shall be carried out at the frequency described in the table below. Samples shall be representative of the average properties of each batch and selected in accordance with EN 13383-2 Section 4. Materials that do not comply with the requirements of this Specification and/or the design Drawings shall not be incorporated in the works and disposed of offsite. Where required, the unsuitable materials shall be removed from the site and legally disposed of by the Contractor at the Contractors Cost. Recycling and disposal off site shall comply with statutory requirements.

Total mass to be represented (tonnes)	1-500	501-1000	1001-2000	2001-4000	>4000
Minimum no. of samples	1	2	3	4	1 additional test per 2000t

4.10.3 Grading

All rock shall be supplied in the grading classes specified on the drawings, which has been determined based on BS EN13383.2:2002. Gradation curves should meet or exceed the mass requirements specified in Drawings. The Contractor may submit alternative grading curves for consideration by the Superintendent. Rocks that exceed the maximum specified size for the armour may be placed in the armour layer at the toe of the structure provided all other specifications are met.

4.10.4 Delivery and Storage

The Contractor shall make its own arrangements for the loading, delivery, unloading, temporary stockpiling and finally delivery of all material required for completion of the Works. These arrangements shall include the payment of all charges and obtaining approvals or permits from the relevant Authorities if required. Any damage to public or private roads or property shall be repaired.

The techniques and equipment used in handling, transport and placement of construction materials shall ensure that the materials are not damaged prior to or during installation.

4.11 Geotextile

4.11.1 Materials

Geotextile material is to meet the requirements shown in the design Drawings. Specification of the geotextile is based on the Texcel range of ultraviolet resistant, marine grade geotextiles. The Contractor may, at its discretion, choose a superior product. However, the minimum requirements of the design Drawings and this specification should be met, and the proposed product must be approved by the Superintendent prior to delivering on site and implementation.

4.11.2 Installation

Geotextiles shall be placed prior to rock material in accordance with the design Drawings and recommendations by the manufacturer.

Punctures and tears in geotextile shall be made good to the satisfaction of the Superintendent and replaced where agreement cannot be achieved. Geotextiles shall be sewn using an approved portable industrial sewing machine and an approved durable polyester or polyester/cotton blend thread having a minimum breaking load of 20kg.

4.12 Placement of Materials

4.12.1 Materials

Techniques used by the Contractor to handle and place all of the materials shall minimise the breakdown of material and production of fines. Special care shall be taken around the interface of the groynes and the adjacent existing structures to ensure the placed rock does not damage or place undue loading on existing structures.

4.12.2 Rock

Placement of the rock shall commence at the base of the structure and shall commence up the slope until its final levels are achieved. Rock shall be placed in such a way that they obtain their stability from interlocking and frictional resistance, and not from friction on one plane alone. The slope of the placed rock shall adhere to the Drawing specifications over the full height. If any damage occurs to rocks during placement rendering the rock unacceptable as per the Drawings and these specifications, then the affected rocks shall be removed and replaced at the Contractor’s expense. Subject to the Superintendent’s approval, broken pieces of armour stone may be included in smaller gradings.

The rock shall be placed that it is well interlocked and bedded. Each rock shall be in contact with a minimum of three other stones to ensure a tight interlocking of the system.

All rock units shall be placed in a stable attitude in order not to create a hazard and not allow the units to be readily displaced. There shall be no failure planes on the slope (i.e. stagger armour vertically and horizontally). Smaller rocks, larger than the Class I Min defined in the Drawings, may be used to fill in gaps.

4.12.3 Tolerances

The crest height of the rock groynes shall be within +0.2 m and -0.2 m of the Drawings. The crest height shall not vary by more than 0.3m over any section of length less than 5m. The thickness of any rock layer shall not be less than that shown in the Drawings.

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)	**$0**
#	Limit of Liquidated Damages: (Clause 35.7)	**$0**
#	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

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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 the proceed with the work under the Contract as if the Draft Plan is the Final Plan).

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

50.3 Compliance with Final Plan

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

PART C

Post Tender Correspondence

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

6 ATTACHMENT B – FORMAL INSTRUMENT OF AGREEMENT

Formal Instrument of Agreement

Contract No. 8780

THIS AGREEMENT is made this on the day of 2026

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**:**

LOCH SPORT FORESHORE GROYNES CONSTRUCTION STAGE 1

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
- ****
- 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. 8780 – Loch Sport Foreshore Protection Works**		
Hazard	**Possible Cause**	**Control Measure**
1. Working over water	1.1 Person falling into water	○ 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	○ 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	○ 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	○ 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	○ 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	○ Use of support harness ○ Limits on duration of use ○ Job rotation and training
	3.2 Handling of heavy objects	○ Provide mechanical aids ○ Redesign object or task
4. Contact with heat	4.1 Hot Materials	○ Provide appropriate protective clothing and training
	4.2 Fire in the Workplace	○ 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	○ 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	○ Tools and leads inspected and tagged
	5.2 No earth leakage detectors	○ Residual current devices in all circuits ○ Residual current devices tested regularly
	5.3 Electric leads on ground	○ Electrical leads kept elevated and clear of work areas
	5.4 Electrical leads in damp areas	○ All electric leads kept dry
	5.5 Electric leads tied to metal rails	○ All electric leads are kept insulated
	5.6 Plant not isolated	○ Ensure permit to work system followed ○ Lock-out and equipment tag procedure
	5.7 Contact with underground or overhead cables	○ 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	○ Fit noise suppression to noisy plant and equipment
	6.2 Not wearing appropriate protection	○ All personnel to wear appropriate PPE (hearing protectors)
	6.3 Excessive exposure time to noisy areas	○ Regulate employee exposure to noise
7. Contact with high pressure	7.1 Burst air lines	○ Air hoses in good condition and regularly inspected
	7.2 Hoses becoming uncoupled	○ All hose couplings fitted with pins or chains
	7.3 Using compressed air to clean clothing	○ Prohibit and instruct employees on dangers
	7.4 Improper handling of gas cylinders	○ Cylinders stored upright and secured
	7.5 Defective pressure gauges	○ All pressure gauges inspected regularly for defects
8. Contact with chemicals	8.1 Incorrect handling procedures	○ All employees trained in MSDS requirements ○ MSDS requirements incorporated into JSAs and SWMSs
	8.2 Lack of information	○ Review Material Safety Data Sheet and assess risks
	8.3 Not wearing appropriate PPE	○ All personnel provided with appropriate PPE and training on how to use it
	8.4 Incorrect storage	○ Hazardous substances stored and labelled correctly
	8.5 Elevated exposure levels	○ 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	○ 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	○ Personnel kept clear when operating plant ○ Fit reverse alarms to plant and check operation
	14.3 Moving loads	○ All personnel kept clear during crane operations
	14.4 Loads tipping or swinging	○ Load slings properly secured
	14.5 Materials being positioned	○ Safe Work Procedures for moving heavy loads
15. Overstress	15.1 SWL exceeded during lifting operations	○ Compliance with SWL & radius charts on cranes ○ All lifting gear checked regularly
	15.2 Sprains and strains	○ All personnel trained in manual handling techniques
~~16. Ergonomic hazards~~	16.1 Use of excessive force	○ Provide mechanical aids ○ Modify workplace design
	16.2 Repetitive movements	○ Modify task requirements ○ Job rotation
	~~16.3 Poorly designed operator and maintainer controls / workstations / manuals and tools~~	~~○ Review operations & maintenance workstations, manuals and tools~~
	~~16.4 Workplace & workstation lighting requirements~~	~~○ Assess lighting requirements in accordance with AS1680~~
~~17. Asbestos hazards~~	~~17.1 Accidental disturbance or contact~~	~~○ Asbestos materials identified and labeled~~ ~~○ Asbestos materials removed from workplace~~ ○ ~~Safe work procedures developed~~
~~18. Biological hazards~~	~~18.1 Needlestick injury~~	~~○ Provide appropriate waste disposal containers~~ ~~○ Provide employees with PPE~~ ○ ~~Develop safe work procedures and train staff~~
	~~18.2 Potential exposure to HIV, hepatitis~~	~~○ Develop safe work procedures and train staff~~ ○ ~~Immunisation program~~
19. Excavation / trenching	19.1 Collapse of earth	○ Shoring to be provided in accordance with Code of Practice ○ Shoring to be inspected regularly
	19.2 Fall into excavation	○ Provide barricades around excavation
	19.3 Asphyxiation	○ Provide exhaust ventilation and test atmosphere
	19.4 Inadequate access to excavation	○ Provide safe access by steps or ladders
20. Plant overturn	20.1 Crane overturn	○ Cranes to be set up on solid ground and away from edge of excavation
	20.2 Mobile plant overturn	○ Plant to be fitted with roll over cage protection ○ Safe work procedures developed
21. Confined space	21.1 Working in a confined space	○ 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	o Spill kit available and trained personnel o Containment procedure
	22.2 Spill hazardous substances	o MSDS available o Emergency procedures
23. Wastes	23.1 Solid wastes	o Waste management procedure o Adequate and appropriate bins o Engage waste disposal contractor
	23.2 Liquid wastes	o Adequate and appropriate containment o Engage waste disposal contractor
24. Sediment	24.1 Large than expected quantities of sediment	o Sediment containment procedure to prevent sediment form entering waterways and storm water
25. Hot work	25.1 Facilities / equipment damage & wildfire	o Permit system for hot work o Emergency response procedures in place in accordance with AS3745 o Trained personnel o Fire fighting equipment appropriate to the risks in accordance with AS1850 & AS2444
26. Dust	26.1 Equipment damage 26.2 Public complaint 26.3 Personal exposure	o Equipment maintenance schedules to cater for dust o Dust suppression techniques o Site capture/screening o Monitoring of exposure levels o PPE for exposed personnel o Training / awareness of personnel
27. Vegetation	27.1 Equipment or people deliberately or accidentally damaging vegetation	o Training / awareness of personnel
	27.2 Introduction of weeds	o Cleaning of plant & equipment
28. Public amenity	28.1 impact of works on public access/use	o Control of access to work site o Public signage & information o NTM for marine impacts

8 ATTACHMENT D – DRAWING SET

LOCH SPORT FORESHORE GROYNES CONSTRUCTION STAGE 1

DRAWING SET

DRAWING NO.	***DRAWING TITLE***
250094-CST-DRG-001	*COVER SHEET, LOCALITY PLAN AND DRAWING INDEX*
250094-CST-DRG-002	*GENERAL NOTES*
250094-CST-DRG-011	*GROYNE GENERAL ARRANGEMENT PLAN*
250094-CST-DRG-012	*BEACH RENOURISHMENT PLAN*
250094-CST-DRG-021	*TYPICAL SECTIONS AND ELEVATIONS*

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 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

11 ATTACHMENT G – TENDER FORM

TENDER FORMS

LOCH SPORT FORESHORE GROYNES CONSTRUCTION STAGE 1

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 the Contract period a Project Management Plan which includes OHS, traffic management and construction program	1	Item		$
3	Prepare and maintain during the Contract a Project Environmental Management Plan that includes requirements of the Marine and Coastal Act consent	1	Item		$
4	Preparation of lake bed at each groyne site, including removal and relocation of dead vegetation	1	Item		$
5	Supply and place Texcel 600R geotextile as specified	780	m^2		$
6	Supply and place Class 1 rock to form five groynes	1,100	Tonnes		$
7	All other works	1	Item		$
	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

12 ATTACHMENT H – DELETED

13 ATTACHMENT I – CURRENT AND PREVIOUS WORKS

LOCH SPORT FORESHORE GROYNES CONSTRUCTION STAGE 1

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

14 ATTACHMENT J – MANAGEMENT / SUPERVISORY PERSONNEL

LOCH SPORT FORESHORE GROYNES CONSTRUCTION STAGE 1

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

15 ATTACHMENT K – PLANT AND EQUIPMENT

LOCH SPORT FORESHORE GROYNES CONSTRUCTION STAGE 1

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

16 ATTACHMENT L – SUB-CONTRACTORS AND MATERIAL SUPPLIERS

LOCH SPORT FORESHORE GROYNES CONSTRUCTION STAGE 1

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

17 ATTACHMENT M – OH&S MANAGEMENT DECLARATION

LOCH SPORT FORESHORE GROYNES CONSTRUCTION STAGE 1

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

18 ATTACHMENT N – OHSE MANAGEMENT SYSTEM QUESTIONNAIRE

LOCH SPORT FORESHORE GROYNES CONSTRUCTION STAGE 1

TENDERER OHSE MANAGEMENT SYSTEM QUESTIONNAIRE

Certification			
The information provided in this questionnaire is an accurate summary of the Contractor's OHSE Management System.			
Company Name:			
Name:	Position:		
Signed:	Date:		
Contract Details:	Contract Number:		
Status of Health Safety and Environmental Management Systems			
Status of Occupational Health and Safety Management System *(Please provide details of any pre-qualifications i.e. DoT, VicRoads, etc. and/or details of any third-party accreditation i.e. SafetyMAP, AS 4801, NSCA 5 Star, ISO 14001 etc.)* ………………………………………………………………………………………… ………………………………………………………………………………………… ………………………………………………………………………………………… ***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 3**
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

19 ATTACHMENT O – STATEMENT OF CONFORMANCE

LOCH SPORT FORESHORE GROYNES CONSTRUCTION STAGE 1

STATEMENT OF CONFORMANCE

Name of Tenderer : ....

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

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

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

....

....

....

....

....

....

....

....

....

....

....

....

....

....

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

TO BE SUBMITTED WITH TENDER

20 ATTACHMENT P – INSURANCE DETAILS

LOCH SPORT FORESHORE GROYNES CONSTRUCTION STAGE 1

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

21 ATTACHMENT S – MARINE AND COASTAL ACT CONSENT

VICTORIA State Government | Energy, Environment and Climate Action

Ref: SP490841

CONSENT FOR USE AND DEVELOPMENT OF COASTAL CROWN LAND
SECTION 70 *MARINE AND COASTAL ACT 2018*

CROWN DESCRIPTION:	**CROWN ALLOTMENT 1F, PARISH OF SEACOMBE**
LOCAL NAME:	**LOCH SPORT**
STREET ADDRESS:	**SEAGULL DRIVE, LOCH SPORT**
CONSENT FOR:	**CONSTRUCTION OF ROCK GROYNES – LOCH SPORT**
APPLICANT:	**GIPPSLAND PORTS**
VALUE:	**$438,082**

Pursuant to Section 70(1)(d) of the *Marine and Coastal Act 2018*, and as delegated by the Minister, I consent to the proposed use and development subject to the following conditions:

Conditions:

a. Works are to be completed to the satisfaction of the Regional Manager, Public Land Services, Gippsland, Department of Energy, Environment and Climate Action.

b. All works are to be consistent with the application dated 27/02/2026 and further information dated 3/07/2026.

c. Any proposed amendments to the works including changes to the design or siting must be provided in writing to the Department of Energy, Environment and Climate Action, and written approval obtained prior to any changes being implemented.

d. Prior to the commencement of works, all native vegetation and fauna habitat must be identified within and adjacent to the proposed works area. Native vegetation must be identified in accordance with the Guidelines for the removal, destruction or lopping of native vegetation (DELWP 2017).

e. Prior to commencement of works a construction environment management plan (CEMP) must be prepared to the satisfaction of the Department of Energy, Environment and Climate Action (DEECA), the plan must be submitted to and approved by DEECA. When approved, the plan will be endorsed and will form part of this consent.

   The CEMP must include:

   - A map or plan that clearly shows the areas of native vegetation and fauna habitat to be fenced off and labelled as No Go Zones and protected for the duration of works
   - A detailed description of the measures to be implemented to protect terrestrial native vegetation and marine habitats during construction works, and the person/s responsible for implementation and compliance. Include controls to ensure seagrass beyond the project footprint is not impacted.
   - Measures to reduce and control sediment plumes and siltation in the marine environment
   - Measures to control pollutant and hydrocarbon contamination of the marine environment
   - Controls to minimise the effects of noise (including below water and above water noise) and lighting
   - include a hygiene plan to ensure pest species and microbial pathogens are not introduced to the local area

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- include a plan for how physical harm to benthic fauna and fish will be avoided during the construction works.
- where equipment, machinery and material are to be stored/ stockpiled.
- measures to avoid machinery and works encroaching on native vegetation in the coastal area.
- mitigations implemented to minimise turbidity and vegetation smothering.

f. All reasonable measures must be implemented to prevent sediment, turbid water, debris, fuels, oils, chemicals or other contaminants from entering coastal waters. Controls must be in place before works commence and maintained until the site is stabilised.

g. There must be no excavation of the terrestrial environment unless an acid sulphate soil management plan is prepared and endorsed by DEECA. The plan must include appropriate measures to ensure acidic runoff does not enter the marine environment.

h. All works must be constructed to Australian Standards and to be certified for public use prior to public access or use.

i. This consent under the Marine and Coastal Act 2018 will expire if the works are not completed within two years of the date of issue, unless an extension of time is applied for and granted by DEECA.

Darrin McKenzie
Regional Director, Gippsland

Date: 12/08/2026

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22 ATTACHMENT T – GEOTECHNICAL REPORT