

Department of National Parks, Sport and Racing
DIRECTOR-GENERAL BRIEFING NOTE

<div> <div>Approved</div> <div>Not Approved</div> <div>Noted</div> </div> <div>Further information required</div>
DG..... <i>T. O'Shea</i> Dated <i>28/08/17</i>

TO: Director-General, National Parks, Sport and Racing

SUBJECT: Record of Procurement Activity Part B (Evaluation) - Preparation and scuttling of ex-HMAS *Tobruk*

TIMEFRAME

- Signing of the Record of Procurement Activity (RoPA) Part B is required by 29 August 2017 to ensure the timely appointment of the contractor by 10 September 2017, for announcement at the Wide Bay Governing from the Regions, 10 to 15 September 2017.

RECOMMENDATION

It is recommended that the Director-General:

- sign** the attached RoPA Part B (**Attachment 1**) for the preparation works, towage and scuttling of ex-HMAS *Tobruk*
- approve** the financial authority for any contract variations to a maximum value of 10% of the total contract price be delegated to the Executive Director, Great Barrier Reef, Marine, Coastal and Islands, Queensland Parks and Wildlife Service (QPWS). This is well within the range of Level 2 financial delegations.

BACKGROUND/KEY ISSUES

- The Department of National Parks, Sport and Racing (NPSR) is responsible for the preparation, towage, scuttling and management of ex-HMAS *Tobruk* in partnership with Fraser Coast Regional Council (FCRC) and Bundaberg Regional Council (BRC).
- NPSR has conducted a two stage procurement process to select a primary contractor to prepare ex-HMAS *Tobruk* (in Bundaberg) for scuttling in Hervey Bay:
Stage 1 – Expression of Interest (EOI) (TRB14A) – Completed
Stage 2 – Invitation to Offer (ITO) (TRB14B) to four shortlisted EOI applicants.
- On 7 July 2017, RoPA Part A was approved by the Honourable Dr Steven Miles MP, Minister for Environment and Heritage Protection and Minister for National Parks and the Great Barrier Reef (**Attachment 2**).
- Indicative costs to prepare and scuttle ex-HMAS *Tobruk* obtained from the shortlisted companies (all experienced in scuttling ex-naval ships) during the EOI process ranged from \$5.153 to \$7.7 million.
- All four companies, provided offers under Stage 2 - ITO (TRB14B).
- After an extensive evaluation, the preferred supplier is Birdon (Qld) Pty Ltd (Birdon) (**Attachment 1**) with a planned scuttling date of June 2018 (five months early) and contract price of \$4 380 977.70 (GST incl).
- The average cost of the four offers is \$7 609 513.75 (GST incl).
- The contract price submitted by Birdon is similar to its original submission to the Department of Tourism, Major Events, Small Business and the Commonwealth Games in August 2016.
- Birdon has excellent knowledge of the ship as it attended the inspection in Sydney in April 2016, and a member of its team assisted with the decommissioning in Sydney prior to the ship being towed to Queensland.
- Birdon will undertake most of the preparation works including separating metals and waste within the confines of the ship. Full scrap bins will then be moved to land via a small barge and be transported to recycling yards.
- On approval of the RoPA Part B (**Attachment 1**), QPWS will hold a meeting with Birdon to discuss the contract (approved by In-house Legal). Two printed copies will be given to Birdon for signing before being returned for signing by the Director-General.
- Despite the RoPA Part A being signed by Minister Miles, the contract price offered by Birdon is within the Director-General's delegation of \$5 million (GST incl).

Author Name: Steve Hoseck Position: Project Manager Tel No: 3101 2051 Date: 18 August 2017	Endorsed by Name: Damien Head Position: A/ED, GBRMCI Tel No: 61 Personal Info Date: 21/08/2017	Recommended Name: Ben Klaassen Position: DDG, QPWS Tel No: 3199 7538 Date: 21/08/2017
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- *Financial consultation:* The Government has committed \$8 million for this project. BRC and FCRC have each signed a Deed of Agreement for their financial contribution of \$1.125 million each. These funds have been received by NPSR. A Deed of Agreement for each regional council's ongoing annual financial contribution will be completed once monitoring and maintenance requirements and estimated annual revenue are known. Each regional council has committed to a maximum of \$25 000 annually.
- *Consultation:* External legal advice (Clayton Utz) was sought for the development of the Services Contract and Conditions.
- *Key Communication Messages:* The preparation and scuttling of ex-HMAS *Tobruk* will create local job opportunities. As a world-class dive attraction, it will generate flow-on economic benefits to the region and to the wider Queensland economy. There is an opportunity to announce the successful contractor during Wide Bay Governing from the Regions from 10 to 15 September 2017.

DIRECTOR-GENERAL'S COMMENTS

ATTACHMENTS

- Attachment 1 – Record of Procurement Activity Part B – Evaluation Report
- Attachment 2 – CTS 17087/17

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Author Name: Steve Hoseck Position: Project Manager Tel No: 3101 2051 Date: 18/17 August 2017	Endorsed by Name: Damien Head Position: A/ED, GBRMCI Tel No: 6) Personal Inf Date: 21/08/2017	Recommended Name: Ben Klaassen Position: DDG, QPWS Tel No: 3199 7538 Date: 21/08/2017
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MINISTERIAL BRIEFING NOTE

SUBJECT: RECORD OF PROCUREMENT ACTIVITY PART A - PREPARATION AND SCUTTling OF
EX-HMAS TOBRUK

CoS / Adviso	p4(6) Personal Inform	...Endorsed
Date	7/7/17	

☒ Approved ☐ Not Approved ☐ Noted ☐ Further information required (see comments)	Minister's Signature:  Comments:	Date 7/7/17
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Action Required by: 3 July 2017, to ensure release of Invitation to Offer (ITO) by 10 July 2017.

RECOMMENDATION

- It is recommended the Minister:
 - sign the attached Record of Procurement Activity (RoPA) Part A for the preparation works, towage and scuttling of ex-HMAS *Tobruk* (**Attachment 1**).

ISSUES

- The Department of National Parks, Sport and Racing (NPSR) is responsible for the preparation, towage, scuttling and management of the ex-HMAS *Tobruk*.
- NPSR is conducting a two stage procurement process to select a primary contractor to prepare the ex-HMAS *Tobruk* in Bundaberg for scuttling in Hervey Bay:
 - Stage 1 - Expression of Interest (EOI) – Completed (**Attachment 2**)
 - Stage 2 - ITO to the shortlisted EOI applicants (**Attachments 3 and 4**).
- Indicative costs to prepare and scuttle the ex-HMAS *Tobruk* obtained from companies, experienced in scuttling ex-naval ships, during the EOI process ranged from \$5.153 million to \$7.7 million.
- This RoPA Part A covers Stage 2 of the procurement process.

BACKGROUND

- The Queensland Government, led by the Department of Tourism, Major Events, Small Business, and the Commonwealth Games (DTESB), submitted a proposal to the Department of Defence (DoD) to prepare and scuttle the ex-HMAS *Tobruk* off the Queensland coast as a dive site.
- The Government via DTESB conducted an EOI process for local councils along the Queensland coast interested in preparing and scuttling the ship in their local area.
- On 16 October 2016, the Honourable Kate Jones MP, Minister for Education and Minister for Tourism, Major Events and the Commonwealth Games approved Fraser Coast Regional Council (FCRC) in partnership with Bundaberg Regional Council (BRC) as the successful council from the EOI.
- On 2 December 2016, DoD awarded the ex-HMAS *Tobruk* to the Queensland Government for use as a dive site in Hervey Bay.
- On 14 December 2016, DoD formally handed over ex-HMAS *Tobruk* to NPSR.
- On 4 April 2017, NPSR released an EOI via the Government tendering website Qtender, for the ship preparation and scuttling works.
- Eleven proposals were received, and evaluated; four were shortlisted for progression to Stage 2 (**Attachment 5**).
- The ship is currently located at the molasses wharf in the Port of Bundaberg and will be prepared at this location.
- The ITO will be sent to the four shortlisted companies.
- It is anticipated that the ship will be scuttled prior to December 2018.

RISKS

- There are no risks associated with this brief.

FINANCIAL IMPLICATIONS

- The Government has committed \$8 million for this project. BRC and FCRC have each signed a Deed of Agreement for their financial contribution of \$1.125 million each. These funds have been received by NPSR.
- A Deed of Agreement for each regional council's ongoing annual financial contribution will be completed once monitoring and maintenance requirements and estimated annual revenue are known. Each regional council have committed to a maximum of \$25 000 annually.

CONSULTATION

19. In-house Legal approved the EOI conditions. External legal advice has been sought for the development of the Services Contract and Conditions for the ship preparation, towage and scuttling work. This has been procured from Clayton Utz via Legal Services Standing Offer Arrangement (**Attachment 6**).
20. Maritime Safety Queensland are assisting with the assessment of the offers received.

COMMUNICATION

21. The release of the ITO will provide an opportunity for positive media associated with the ex-HMAS *Tobruk* project relating to the generation of regional jobs.

ATTACHMENT/S

Attachment 1.	TRB14B Record of Procurement Activity Part A
Attachment 2.	Expression of Interest
Attachment 3.	Draft Invitation to Offer
Attachment 4a.	Draft Scope of Services Document
Attachment 4b.	Scope of Services Appendices
Attachment 5.	Expression of Interest Evaluation
Attachment 6.	Draft Services Contract and Conditions.

Author	Branch Endorsement	Division Endorsement	Director-General Endorsement
Name: Oliver Lanyon Position: A/Project Manager Tel No: 3101 2082 Date Drafted: 26/06/2017	Name: Neil Cambourn Position: ED, GBRMCI Tel No: 3199 7518 Date Endorsed: 27/06/2017	Name: Ben Klaassen Position: DDG, QPWS Tel No: 3199 7538 Date Endorsed: 27/06/2017	Name: Tamara O'Shea, DG, NPSR Tel No: 3338 9307 Signed Date 30/06/17

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PRIOR APPROVALS

Minster Approval	
Based on the information provided in this Record of Procurement Activity, I confirm that there is funding available and support the proposed procurement strategy for this project	<p>Name: Steven Miles, Minster for National Parks and the Great Barrier Reef</p> <p>Signature: _____ Date: _____</p>
Director-General Approval	
Based on the information provided in this Record of Procurement Activity, I support the proposed procurement strategy for this project.	<p>Name: Tamara O'Shea, Department of National Parks, Sport and Racing</p> <p>Signature: _____ Date: _____</p>
Deputy Director-General Approval	
Based on the information provided in this Record of Procurement Activity, I support the proposed procurement strategy for this project.	<p>Name: Ben Klaassen, Queensland Parks and Wildlife Service</p> <p>Financial Delegation: 1</p> <p>Signature: sch4p4(6) Personal Information Date: 27/6/17</p>
Executive Director Approval	
Based on the information provided in this Record of Procurement Activity, I support the proposed procurement strategy for this project.	<p>Name: Neil Cambourne, Great Barrier Reef – Marine-Coastal Islands</p> <p>Financial Delegation: 4(6) Personal Information</p> <p>Signature: sch4p4(6) Personal Information Date: 27/6/17</p>
Project Manager Approval	
I endorse the information provided herein supports the proposed procurement strategy for this project.	<p>Name: Steve Hoseck, ex-HMAS Tobruk and Artificial Reefs</p> <p>Signature: (6) Personal Information Date: 22/6/17</p>
Procurement Officer Endorsement:	
<p>I certify that this Plan meets the requirements of the Queensland Procurement Policy and the departmental Procurement Policy and Procedures.</p> <p>Refer to the department's Procurement Authorisations</p>	<p>Name: Kylie Rampton</p> <p>Procurement Authorisation: 3</p> <p>Signature: sch4p4(6) Personal Information Date: 22/6/17</p>

Expression of Interest (EOI)

National Parks Sport and Racing (NPSR)

Ship Preparation and Scuttling of ex-HMAS *Tobruk*

Reference No: TRB14A (NPSR17028)

Date of Issue: Wednesday 10 May 2017

Closing Date & Time: 11.00am Friday 26 May 2017 AEST

All responses must be submitted electronically through the Queensland Government's Q-Tender site by the Closing date and time in accordance with Section 1.4 of this EOI. NPSR may accept a late response at its discretion, in accordance with the Conditions of this EOI.

Responses are to be received in protected Microsoft Word (or compatible) format, or in PDF.

1. Information about the Expression of Interest (EOI)

1.1. Purpose of EOI

The Queensland Government, led by the Department of Tourism, Major Events, Small Business, and the Commonwealth Games (DTEBS), submitted a proposal to the Department of Defence to prepare and scuttle the ex-HMAS *Tobruk* off the Queensland coast as a dive site. The proposal was accepted, and the ship was handed over to Queensland Parks and Wildlife Service (QPWS), a division of the Department of National Parks, Sport and Racing (NPSR) in Bundaberg on 14 December 2016.

NPSR is conducting an Expression of Interest (EOI) process for proposals from primary contractors to prepare ex-HMAS *Tobruk* (in Bundaberg) for scuttling in Hervey Bay.

This document details the objectives for the project, and the set of criteria to which the EOI submissions will be evaluated against and the process for lodging an EOI.

1.2. Objectives of EOI

The objectives and anticipated deliverables for this EOI include but are not limited to:

- Identify potential suppliers with the experience and capability to safely prepare and scuttle ex-HMAS *Tobruk*, creating a world-class dive site which brings significant visitor expenditure to the regional Queensland economy.
- Creating jobs for Queensland's regions.

1.3. Components of EOI

The opportunity to participate in this EOI includes (but is not limited to) providing information on the Supplier's ability to deliver a solution that meets the requirements addressed in this EOI document.

Following the evaluation of submissions, shortlisted offerors may be invited to participate in a further process to submit formal tenders for the primary contractual works.

1.4. Closing Date and Time

Responses must be electronically lodged on the Queensland Government QTender website by the closing date and time:

Friday 26th May at 11:00am Australian Eastern Standard Time.

1.5. Requirements to be a Conforming Response

To be a Conforming Response:

- a) The response is to be submitted by the closing date and time in accordance with Section 1.4 of this EOI. NPSR may accept a late response at its sole discretion, based on the merits of any individual request for late consideration made prior to the commencement of the evaluation of submissions, and where the response is otherwise in accordance with the Conditions of this EOI.
- b) The response must meet the minimum format and content requirements as specified in this EOI; and include all required information, statements, and declarations.
- c) The Execution of Response, in **Section 12 of Schedule A** – Response Schedule is signed and completed as outlined.

1.6. Response Clarifications

All clarifications or questions related to the EOI must be communicated in writing directly to the Customer Contact identified in Section 1.9 of this EOI, and submitted at least one (1) week before closing date for EOI.

1.7. How responses are to be submitted

Responses must be lodged electronically to the [Queensland Government QTenders Website](#), by the closing date as identified in Section 1.4 of this EOI.

1.8. Expression of Interest Conditions

The EOI Conditions in Schedule B apply to this EOI.

1.9. Customer Contact

Name: Kylie Rampton

Business Unit: QPWS, Great Barrier Reef – Marine – Coastal - Islands

Email: artificialreefs@npsr.qld.gov.au

1.10. Deliverable and Milestones

Key Milestones	Anticipated Date
Release of EOI	10 May 2017
Closing date for EOI Responses	26 May 2017
Finalisation of Assessment	Mid June 2017
Invitation to Offer process	Late June 2017
Scuttling of Ship in Hervey Bay	Late 2018 or early 2019

2. Requirements

The Primary Contractor will be responsible for the conduct of all works including works related to the safety and security of the Ship through its preparation and scuttling, and for the operational works site, in accordance with the final contract provisions, from the time of contract signing to completion.

Handover of the Ship will occur on or before the completion date specified in the contract, only after completion of the clearance and safety dives and following confirmation by the contractor's naval architect that the vessel has been secured at its final resting place in accordance with the contractual requirements. Completion of the project will be subject to handover of the Ship and completion of any required remediation works of the operational site to its pre-project condition.

2.1 The Ship

Once a vital part of the Australian Naval Fleet, HMAS *Tobruk* has ended 34 years of distinguished military service as an amphibious, heavy-lift ship, and could carry 18 Tanks, 40 Armoured Personnel Carriers, 2 Landing Craft, 150 Crew and 500 Troops.

At the time of decommissioning, (July 2015) the ex-HMAS *Tobruk* was the longest serving naval ship in the fleet. First launched by the Australian Navy in 1980, the ship has sailed more than 1.7 million kilometres in 34 years of service and was deployed on 26 major operations, and was true to her motto 'Faithful and Strong'.

All military equipment, ammunition and stores have been removed.



2.2 Preparation Site – Port of Bundaberg

The site for the preparation of the ex-HMAS *Tobruk* is upstream of the sugar wharf and the tug berth at the Port of Bundaberg. The imagery below shows the anticipated location of the ship and associated operational area. Attachment 1 details the location in the landscape.

A line of piles will be installed and the ship secured in this area in accordance with the requirements of the Gladstone Harbour Master. Refer to Attachment 5 for approximate location of the line of piles and depth soundings.



It is unknown if there is existing power supply or water in the operational area. It will be the responsibility of the primary contractor to source/provide suitable power and water for their needs.

The operational area is a relatively flat grassy area with limited improvements. The boundary line on the image above is indicative only. The area must be returned to the current state on completion of the project. Temporary office facilities such as dongas may be able to be placed on the operational area (in consultation with Gladstone Ports Corporation and local council).

Other things to consider when developing a proposal in relation to site preparation, include but are not limited to:

- Temporary fencing and security of the operational area.
- Stability and security of the ship from contract signing and any works required to safely access the ship from the shore with persons or equipment.
- Ship Moorings – NPSR will secure the ship as per the initial mooring requirements of the Gladstone Harbour Master. Additional modifications may be required to position the ship for suitable access and stability for carrying out of the works. This will be at the contractor's expense as will any contingency measures that may be required to secure the ship during extreme weather events, or if directed to tow the ship out of port in the event of a moderate flood. These possibilities should be considered as separate contingencies in the EOI response.

Six (6) x 16 tonne mooring blocks and anchors have been manufactured to assist with securing the ship and will remain the property of the State. These can be used as needed to secure the ship in port and may be recovered by the contractor and used to secure the ship at the scuttling site.

If winches and cables are hired to secure the ship in its initial position in the port, the contractor will have the option to take over the hire arrangements or provide their own cables and winches.

2.3 Ship Access

The ex-HMAS *Tobruk* is a dead ship. It is unknown if any of the machinery such as winches, capstans and hydraulic systems are able to be made operational.

All external doors, hatches and vents were closed for towing to Queensland. Most of the vents have been opened however no internal access doors have been opened. The ship's ventilation and lighting systems were operational while dockside in Sydney via shore power prior to towing to Queensland in December 2016, current working status is unknown. The state of the interior of the ship is unknown.

Proposals will need to consider, how safe access to the ship can be achieved, including confined space entry should it be required.

Initial access to the ship will need to be via vessel/ pontoon and a ladder or gangway attached to the side of the ship.

NPSR will require project management team access to the ship for regular progress checks and inspections, and access by appointment for special occasions such as Ministerial visits, media opportunities etc., during the course of the project. Offerors must detail requirements including prior notification periods, PPE requirements, group size, and other conditions to enable access to occur.

Prior to the commencement of the major preparation works, there may be a requirement for a public open day for the community to access the ship's deck areas, and for a one-off 'by invitation only' community fund raising function on one of the helicopter decks. Offerors must outline their potential support and proposed approach to these events while maintaining appropriate safety management.

2.4 Preparing the Ship

Preparation of the ship for scuttling will include the removal of all hazardous and environmentally harmful materials and other materials and fixtures considered potential risks/hazards to divers.

It is understood that all bilge tanks have been cleaned out by the Department of Defence and filled with town water in Sydney. All bilge water must be analysed prior to its disposal in Queensland. Relevant state and local government agencies must be consulted to ensure correct disposal of the bilge water in Queensland.

The vessel will be required to be prepared in a manner consistent with the prescribed navigational depth clearances to any superstructure at the final dive site. This includes the removal of part of the mast and the funnel. Any superstructure removed should be considered for re-attachment on the vessel decks and/ or elements such as the mast may be required to be retained by NPSR for historical heritage purposes offsite such as the mast and the ship's active honour board mural on a bulkhead.

Any surplus equipment, not required as part of the dive wreck can be removed for resale at acceptable market value in consultation with NPSR. It is expected that any funds generated from the sale of goods or recycling will be used to offset the cost of the project. Removable materials and/or items should be recycled in an appropriate manner including at suitable recycling facilities.

Detailed records of materials and items removed will be required. Security at, stability of, and safety on, the work site is of utmost importance.

2.4.1 Dive Access Design

Dive access design will form a major component of the preparation works and is at the contractor's expense.

NPSR will form a diving working group to enable stakeholder input into the dive access design.

Diver access will be considered for all key locations/compartments on the ship. Smaller compartments and tanks can be secured to prevent diver access.

The contractor should provide details on who they will seek advice from with regards to dive access design and outline their preferred process, including interactions with the working group.

2.4.2 Attachments

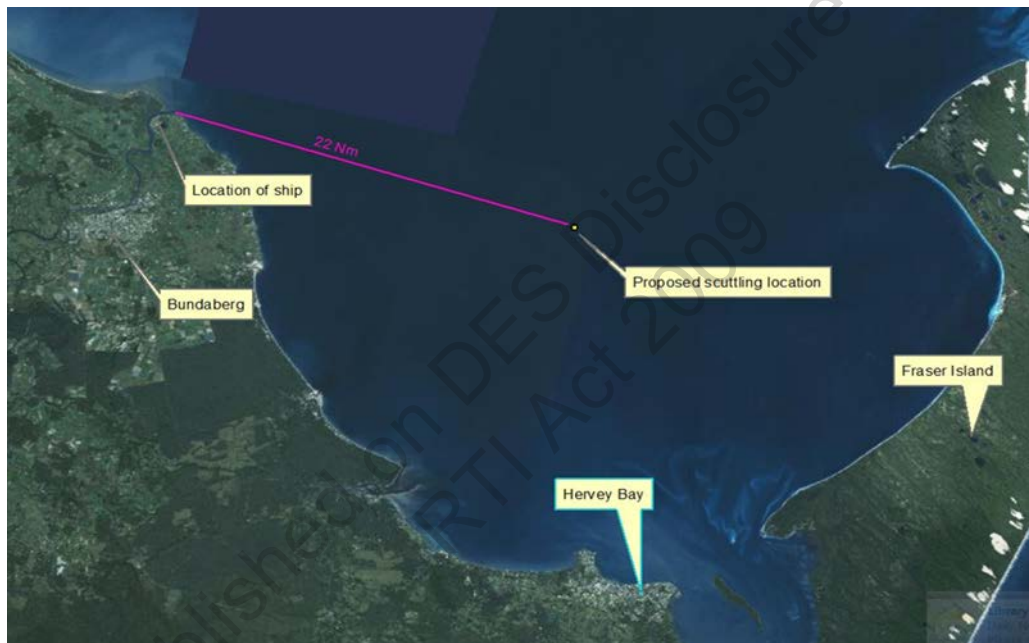
- Attachment 1 ex-HMAS *Tobruk* Berth Location
- Attachment 2 ex-HMAS *Tobruk* General Arrangement Drawing
- Attachment 3 An inventory of Hazardous Materials provided by the Department of Defence, at the date of issue. Please note caveat in the inventory.
- Attachment 4 Compartment photos provided by the Department of Defence.
- Attachment 5 Depth Soundings (F002052)

Note: Department of Defence Stability Handbook will be made available to those that are shortlisted.

2.5 Towing Ship to Scuttling Site

Responsibility and associated costs for towing the ship from Port of Bundaberg to the final scuttling site (approximately 22-24Nm) will be with the Primary contractor.

The contractor is to provide a proposal of how this would be undertaken, including but not limited to anticipated time, number of vessels required, sea states required, exclusion zones etc.



2.6 Scuttling Works

The current anticipated scuttling location is within Great Sandy Marine Park (see diagram above). The location may vary marginally following site surveys, environmental impact assessments and negotiations with stakeholders that will be undertaken and confirmed by NPSR.

NPSR will obtain characteristics of the location including, depth, sediment samples, currents, wave heights, visibility etc. The characteristics will be shared with the contractor as they become available.

Sea dumping and/or tidal works permits will be obtained by NPSR in consultation with the primary contractor and their naval architect.

The contractor will be responsible for scuttling and securing the ship at the approved location, upright and in the approved orientation.

It is anticipated that the scuttling process for the ex-HMAS *Tobruk* will attract significant media and community interest. The contractor will work with NPSR to ensure that community and media involvement in this day is facilitated whilst ensuring the safety of all.

2.7 Local Content – Delivering Jobs and Benefits

Local employment opportunities are extremely important in this project and as such have been included as a weighted criterion for the evaluation process.

Proposals should include;

- Types of local employment opportunities available, including anticipated numbers.
- How local employment opportunities will be sourced.
- Ability to accommodate work experience students to gain experience.
- Availability of long term employment opportunities with your company eg traineeships, apprenticeships.

The Department of State Development (DSD) have compiled a list of local individuals/companies interested in working on the project. This list will be made available to those proposals that are shortlisted.

2.8 Insurance Requirements

Public Liability Insurance; Professional Indemnity Insurance; Workers Compensation Environmental Risk Insurance, Seafarers Compensation Insurance as a minimum will be required, if successful in progressing to the next stage.

2.9 Project Plans

There are a number of plans that will require the approval of NPSR before the commencement of works, they include, but are not limited to;

- Timeframes / Gantt chart
- Ship keeping plan
- Emergency Tow Plan (if ordered from the harbour as a result of a serious weather event)
- Health and Safety Plan for the ship and the adjacent work site
- Environmental Management Plan
- Hazardous Materials Disposal Plan
- Security plan
- Towing and scuttling plan, including securing the vessel and scuttling event management
- Risk Management
- Quality Management
- Local employment plan

Examples that demonstrates ability to develop and implement such plans is required as part of any proposal submitted.

2.10 Post Scuttling

The contractor will be responsible for the final clearance dive and stability inspection and confirmation from a Naval Architect that the ship is secured as per contractual requirements.

A Naval architect is also to advise on suitable, ongoing requirements and intervals for wreck stability and diver safety inspections. Please detail your approach in your submission.

2.11 Timeframes

All proposals are to include proposed indicative timeframes clearly broken down into stages from contract award, through to final clearance dive and restoration of operational area (demobilisation). Please note scuttling is to be scheduled outside primary whale season (Mid July – mid November).

For the purpose of this Expression of Interest please provide timeframes in weeks/months, specific dates are not required.

2.12 Indicative Cost

Indicative costing is required, including a full breakdown into proposed milestones, taking into consideration projected revenue offset from the sale of removable materials.

2.13 References

Respondents are to provide the reference details of a minimum of two (2) clients for whom work of similar complexity, size and risk has been undertaken.

Reference information is to include: Contact name, phone number and a brief description of the previous project undertaken for this client including the approximate value of the project.

References may be contacted during the evaluation process to confirm any part of the respondent's submission.

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3. Evaluation of Submissions

3.1 Initial evaluation

Each submission lodged with NPSR in response to this EOI will be initially assessed as to whether it is a conforming response in accordance with Section 1.5 of this EOI.

3.2 Evaluation Criteria

Responses to this EOI will be evaluated using the below Evaluation Criteria, to identify Supplier understanding, capacity and experience of providing the proposed project requirements as listed in Section 2 of this EOI.

Evaluation Criteria
Criterion 1.
Criterion 2.
Criterion 3.
Criterion 4.
Criterion 5

3.3 Shortlisting of Proposals

Proposals that are shortlisted after evaluation, may be required to supply additional information to enable the following checks to be conducted:

- ASIC check.
- Financial checks.

Schedule A – Response Schedule

The Respondent is to respond to all questions in this schedule. The Respondent is warranting that the information in this schedule is complete, accurate, and not misleading.

After completion please lodge this Schedule A – Response Schedule and any attachments through [Queensland Government QTenders Website](#) by no later than: **11:00am Friday 26th May 2017 (Queensland Time)**

1. Respondent Details

The Respondent is to provide information on their business (including its full legal name) and contact details. The Respondent is to also include the contact details of any other entities which are participating in a joint response with the Respondent.

Respondent's Business Name:	Name: [Insert] ACN/ABN: [Insert]
Respondent's contact person for this Expression of Interest :	Name: [Insert] Position: [Insert] Email address: [Insert] Phone number: [Insert] Postal address: [Insert]
Names of other entities participating in a joint response with the Respondent:	Insert all other entities and their ACN/ABN or insert "Not Applicable". [Insert]

2. Conflict of Interest

The Respondent is to provide details of any possible or perceived Conflict of Interest that exists or may arise in relation to this EOI process.

If there is nothing to declare, Respondent must insert "Nil".	[Insert]
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3. Respondent Information

The Respondent is to provide a brief description of its business and its overall qualifications to meet the Requirements. Background information may include: vision, mission, number of years of relevant experience, rate of growth, size, locations, annual turnover, brands, products, key staff, etc.

If attaching document please insert "Attached" and reference the document's location	[Insert]
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4. Respondent's Proposal for the Project

The Respondent is to outline their proposed methodology (aligned to key milestones and requirements) to prepare and scuttle the ex-HMAS *Tobruk* off the Queensland coast as a diving attraction. Refer to Section 2 and Section 3.2 of the EOI.

If attaching document please insert "Attached" and reference the document's location	[Insert]
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5. Respondent's relevant Project Skills, Knowledge and Experience

The Respondent is to provide information about its recent and relevant experience in successfully delivering similar projects, Refer to Section 3.2 of the EOI.

If attaching document please insert "Attached" and reference the document's location	[Insert]
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6. Respondent's Key Personnel

The Respondent is to provide information about its proposed Key Personnel (Name; Position; Role/key Obligations and commitment level to project. Refer to Section 3.2 of the EOI.

If attaching document please insert "Attached" and reference the document's location

The Supplier must separately provide a copy of all Key Personnel CVs. Repeat as necessary.

Name and Position	Role / Key obligations	Committed level
[Name] [Position]	[Description]	[Number of hours, percentage of full-time equivalent, or other level of commitment to the Contract]

7. Respondent's proposed of Local Employment Opportunities

The Respondent is to provide information about their commitment to employ local contractors, including types of work and length of employment. Refer to Section 3.2 of the EOI.

If attaching document please insert "Attached" and reference the document's location	[Insert]
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8. Respondent's proposed Timeframes

The Respondent is to broadly outline proposed timeframes (no. weeks/months) to deliver their proposal clearly broken down into stages from contract award, through to final clearance dive and restoration of operational area (demobilisation). Refer to Section 3.2 of the EOI.

If attaching document please insert "Attached" and reference the document's location	[Insert]
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9. Indicative Costs

The Respondent is to provide an estimated or indicative costs to deliver their proposal, including a full breakdown into proposed milestones, taking into consideration projected revenue offset from the sale of removable materials. Note: This is not a tender document. Refer to Section 3.2 of the EOI.

If attaching document please insert "Attached" and reference the document's location	[Insert]
--	--------------------------

10. Account and Project Management

The Respondent is to provide an outline of their business model and project management procedures including: key staff, quality assurance, contract management, progress reporting, dashboards, project management methodology, etc. Refer to Section 3.2 of the EOI

If attaching document please insert "Attached" and reference the document's location	[Insert]
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11. Additional information provided by the Respondent

The Respondent may set out any other information that is relevant to the EOI and which a reasonable person would think may be necessary or useful to NPSR to successfully deliver on the objectives of this project. Refer to Section 1.2 of the EOI

If attaching document please insert "Attached"	[Insert]
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12. Respondent Execution of Response

Acknowledgements and certifications

The Respondent:

- (a) Certifies that it has read, understands, and complies with all the requirements of this EOI.
- (b) Represents that all the information contained in the Respondent's response is complete, accurate, up to date and not misleading in any way.
- (c) Acknowledges that NPSR will rely on the information contained in the Respondent's response (including the warranties and declarations) when considering future direction in meeting this demand.
- (d) Acknowledges that NPSR may suffer damage if any of the information in the Respondent's response is incomplete, inaccurate, out of date or misleading in any way.

Execution of response

Date:	
EXECUTED for and on behalf of:	)
.....	)
Name of Respondent	) Signature of authorised representative
by its authorised representative, in the	) By executing this response the signatory warrants that the
presence of:	) signatory is duly authorised to submit this response on
.....	) behalf of the Respondent
Signature of witness	)
.....	)
Name of witness (block letters)	) Name of authorised representative (block letters)
.....	)
Address	) Position of authorised representative
.....	)

Schedule B – Expression of Interest Conditions

1. NPSR reserves the right to:

- invite any person or entity to submit an EOI proposal;
- extend the closing date and other dates specified in this EOI document;
- vary the EOI requirements at any time, subject to the NPSR first giving each Respondent the opportunity to respond to the variations;
- allow a Respondent to change its EOI proposal before the completion of evaluation of EOI's, but only if the same opportunity is given to all Respondents;
- consider an EOI proposal submitted other than in accordance with the requirements of this request for EOI's document;
- consider an incomplete EOI;
- exclude from or include consideration an EOI that has not been submitted by the closing time or due date;
- abandon this EOI process at any time;
- clarify any aspect of a EOI after the closing date;
- seek the advice of external consultants to assist the NPSR in the evaluation or review of EOI's;
- make enquiries of any person or entity to obtain information about a Respondent and its business activities or EOI proposal;
- seek information from any Respondent;
- following consideration of EOI responses, invite revised EOI's from one or more Respondents;
- following consideration of EOI responses, negotiate with one or more Respondents;
- negotiate with one or more Respondents for the provision of any part of the Services (including new innovative services), and to negotiate with any other Respondent with respect to the same or other parts of the Services (including new innovative services), and to enter into one or more contracts for all or any part of the Services (including new innovative services);
- enter into negotiations with any other person or entity who is not a Respondent;
- discontinue negotiations at any time with any Respondent; and
- propose contract terms or revised or replacement contract terms at any stage in this EOI process in substitution for, or in addition to, any terms or conditions included or referenced.

2. NO LEGAL RELATIONSHIP

- The information in this EOI has been compiled on behalf of the NPSR to guide organisations interested in participating in the EOI process for the project.
- It does not constitute an offer or an invitation to make an offer in relation to participation in the EOI. It also does not indicate an intention by NPSR to enter into any form of legal relations with any party receiving it.
- Nothing in this EOI amounts to any process contract and in making this EOI document available and conducting this EOI process NPSR expressly excludes any process contract arising.

3. EXPECTATIONS

NPSR expects (and by submitting an EOI proposal, the Respondent accepts) that:

- the Respondent has the necessary skills, knowledge and experience to comply with the requirements for project delivery;
- the Respondent has fully informed themselves of all facts and conditions relating to this EOI process and the requirements for project delivery;
- All costs relating to the preparation and submission of a response are the sole responsibility of the Respondent. NPSR shall not pay any Respondent, wholly or in part, for its response.
- NPSR is not obliged to accept any EOI;
- if NPSR does accept an EOI it is not obliged to accept the lowest priced EOI;
- NPSR may consider or accept (at its sole discretion) any EOI including without limitation a late EOI or an EOI from a Respondent who has failed to submit an EOI proposal in accordance with these requirements in this request for EOI document;
- no acceptance of an EOI nor any invitation to negotiate or to make an offer or participate in a select EOI proposal process will be effective to constitute a contract or to create any legitimate expectation on the part of the Respondent unless and until a formal written contract is executed by both parties' duly authorised representatives;
- notification to a Respondent that it is the preferred Respondent will not constitute an acceptance of the EOI proposal but is simply an invitation to negotiate on non-exclusive terms;

- Respondents will give full cooperation to any probity auditor assigned to this EOI process (including the provision of additional information and making their personnel available for discussions);
- Respondents will declare any actual or potential conflict of interest;
- Respondents will not unlawfully collude with any potential Respondent;
- Respondents will comply with all laws in force that may be applicable to the EOI process or the project delivery, including the Competition and Consumer Act 2012 (Cth);
- Respondents will disclose whether acting as agent, nominee or jointly with another person and disclose the identity of the other person;
- Respondents will not offer any incentive to, or otherwise attempt to influence, any employee of NPSR involved in this EOI process or any member of an evaluation committee at any time; and
- Respondents will not make any news releases or responses to media enquiries and questions pertaining to this process without the NPSR's express prior written approval.
- If a Respondent acts contrary to these expectations, NPSR reserves the right (regardless of any subsequent dealings) to:
 - i. Terminate negotiations;
 - ii. Terminate consideration of the EOI proposal or any subsequent offer in connection with the project; and
 - iii. Terminate any contract between the Respondent and NPSR in relation to the project without any obligation or liability on the NPSR to make any payment or provide compensation to the Respondent.

4. NO WARRANTIES

- This EOI and all statements and information made in relation to it reflects the government parties' current intention only. Respondents agree that information and intentions set out in this EOI may change at any time at NPSR's sole discretion without notice or reason.
- Each Respondent accepts that the risk, responsibility and liability connected with an EOI is solely that of each Respondent.
- Respondents will independently make its own enquiries, conduct its own due diligence and obtain its own advice in relation to this EOI;

5. COPYRIGHT

By submitting an EOI proposal, Respondents grant to NPSR:

- A license to NPSR to reproduce and adapt for the purposes and duration of this EOI process any subsequent Invitation to Offer or Request for Quote proposal process the whole or any portion of the EOI proposal despite any copyright or other intellectual property right that may subsist in the EOI proposal; and
- The transfer of ownership in the documents and any other materials constituting the EOI proposal to NPSR.

6. CONSORTIUM RESPONSES

If a Respondent submits an EOI proposal in conjunction with any other person, or with the intention of acting, in future, in conjunction with any one or more other persons ("group members") in relation to this process the following applies:

- NPSR expects that a Respondent will provide a description of the proposed legal structure and relationships that are proposed between Respondents and group members; and
- The NPSR expects that Respondents will nominate one person as the preferred contact person for their company and all group members.
- Notwithstanding any undertaking or expectation regarding confidentiality or non-disclosure, by submitting an EOI proposal, the Respondent agrees that the NPSR may forward information relating to the Respondent and its personnel and EOI proposal to the Australian Competition and Consumer Commission (ACCC) if the NPSR reasonably suspects, or is notified by the ACCC that it reasonably suspects, that there is cartel conduct or unlawful collusion in relation to this EOI proposal process (whether or not the suspicion relates to the Respondent's EOI proposal).

7. PRESENTATION BY RESPONDENTS

- NPSR may request presentations by any Respondent where NPSR considers appropriate. NPSR need not make the same request of all Respondents.

8. INFORMATION PRIVACY

- NPSR is collecting Personal Information from the Respondent for the purpose of administering the EOI Process. Personal Information may be shared with Queensland Government agencies and bodies, non-government organisations and other governments in Australia for that purpose.
- Personal Information may be made publicly available in accordance with the requirements of the Queensland Government's procurement policy. An individual is able to gain access to Personal Information held by the Customer about the individual in certain circumstances

Invitation to Offer (ITO)

Department of National Parks, Sport and Racing

Ship Preparation, Towage and Scuttling Services for the ex-HMAS *Tobruk*

Reference No: TRB14B (NPSR17028)

Date of Issue: <<insert>>



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1 Information about the Opportunity

This section sets out information about the Invitation Process, the Department's objectives and key details that the Contractor needs to know in order to submit its offer.

This section will not form part of the Contract.

The Contractor must not make any changes to Section 1 of the Invitation to Offer.

1.1 Background and Principal Objectives

The Queensland Government, led by the Department of Tourism, Major Events, Small Business, and the Commonwealth Games (DTESB), submitted a proposal to the Department of Defence (DoD) to prepare and scuttle the ex-HMAS Tobruk off the Queensland coast as a dive site. The proposal was accepted, and the ship was handed over to Queensland Parks and Wildlife Service (QPWS), a division of the Department of National Parks, Sport and Racing (NPSR) in Bundaberg on 14 December 2016.

The Department of National Parks, Sport and Racing has issued this Invitation to Offer (ITO) with the objectives of:

- Engaging an experienced and capable contractor to safely prepare and scuttle ex-HMAS Tobruk, creating a world-class dive site which brings significant visitor expenditure to the regional Queensland economy; and
- Creating jobs for regional Queensland.

1.2 Closing Date and Time

Offers must be lodged by <<time am / pm>> Australian Eastern Standard Time on <<day of the week, day, month, year>>.

1.3 Indicative Timetable

Indicative timetable (subject to change)	
Invitation issued	<<insert>>
Closing date for questions	<<insert date and time>>
Closing date and time for offers	<<insert date and time>>
Intended Contract award date	<<insert>>
Intended date for Department handover (Ship) to Contractor	<<insert>>

1.4 Contract Term

Contract Term (subject to change)	
Start date:	Upon Contract Execution
End date:	22 December 2018

The Contractors responsibility for the Ship commences when access to the ship is given to the Contractor for the purpose of commencing the contracted works on site and ceases when in the opinion of the Principal all works have been satisfactorily completed.

1.5 Scope of Services

The required scope of services is as per Attachment 1 - Scope of Services

- Preparation works will be done in Bundaberg at the Molasses Berth (John J Fisher Wharf), Wharf Drive, Port of Bundaberg (Nominated Location)
- The Scuttling Site is approximately 22-24Nm from the Port of Bundaberg in Hervey Bay (Nominated Site)

1.6 Evaluation

The Department is not evaluating offers on the sole criterion of Price. The criteria against which the Contractor's offer will be evaluated includes:

- Project Methodology, including but not limited to;
 - o Compliance with requirements
 - o Contract compliance
 - o Examples of plans submitted
 - o Dive Design
 - o Examples project reporting systems
 - o Support for public open day and VIP event
- Experience and Key Personnel, including but not limited to;
 - o Understanding and experience in preparation and scuttling ships, knowledge, capability and experience in delivering projects of a similar size, risk and complexity.
 - o Suitably qualified personnel (naval architect, explosives expert, dive design etc.) with relevant marine experience.
- Local Jobs Creation, including but not limited to;
 - o Details of local contractors
 - o Types of work; length of employment; number of jobs
 - o Example of monthly local employment report.
 - o Traineeships and Apprentices
- Timeframes
 - o Proposed Timeframes
 - o Detailed Gantt chart
 - o Commitment to deliver the preparation and scuttling
- Price – Value for Money

1.7 Mandatory Requirements

The following criteria are **mandatory requirements**:

- Insurances – the contractor is to have and hold current the following for the term of the contract;
 - o Public Liability insurance, minimum value \$20M per occurrence
 - o Professional Indemnity insurance, minimum value \$5M
 - o Workers Compensation as required by law
 - o Industrial Special Risk insurance
 - o Marine Liability insurance
 - o Environmental Liability insurance
- Demolition Licence, with Class A Asbestos ticket
- RPEQ Registered Naval Architect
- Explosive Licence – use and transport (where scuttling will be undertaken using explosives)

- General Safety Induction cards (White Cards) – all personnel on site
- Appropriate qualified and ticketed, machine operators and tradesperson's to carry out works
- Local Approved Tug Company (Pacific Tug (Aust) Pty Ltd) to be used for any required ship movements

1.8 Invitation to Offer Documents

This Invitation to Offer is made up of the following documents:

Document	Instructions to Contractor
Invitation to Offer	For information only. Provides details of offer conditions, contacts, evaluation criteria and other general information. <i>Contractor to complete and return Section 2 if required</i>
Schedule A (Response Schedule) (These forms part of the Contract that the Principal will enter into with the Contractor, if the Contractor is successful.)	<i>Contractor to complete, sign and return with offer</i>
Schedule B (Service Fee) (These forms part of the Contract that the Principal will enter into with the Contractor, if the Contractor is successful.)	<i>Contractor to complete, and return with offer</i>
Schedule C (Plan Development Timetable) (These forms part of the Contract that the Principal will enter into with the Contractor, if the Contractor is successful.)	<i>Contractor to complete, and return with offer</i>
Schedule D (Performance Measurement) (These forms part of the Contract that the Principal will enter into with the Contractor, if the Contractor is successful.)	<i>Contractor to respond, and return with offer</i>
Contractor Execution of Offer	<i>Contractor to complete, sign and return with offer</i>
Schedule E (Invitation to Offer Conditions)	For information only. Contractor to retain.
Attachment 1 - Scope of Services (Will form part of the Contract that the Principal will enter into with the Contractor, if the Contractor is successful.)	Contractor to retain.
Attachment 2 – Services Contract including Conditions (These are the base Terms and Conditions of the Contract that the Principal will enter into with the Contractor, if the Contractor is successful).	For information only. Contractor to retain

1.9 Formation of a Contract

The Contractor must complete and submit all response Schedules (A, B, C & D) as part of the Contractor's offer.

A Contract will not be formed until a final contract document is signed by appropriate representatives of both parties

1.10 Offer Validity Period

Offers must remain open and capable of being accepted by the Principal for a minimum period of **90 days**.

1.11 Requirements to be a Conforming Offer

To be a Conforming Offer, the offer must:

- Be signed by an authorised person;
- Be received by the closing date and time;
- Be lodged via the method described in this Invitation to Offer
- Be received in the format and method described in this Invitation to Offer;
- Be open for the minimum validity period;
- Satisfy all Mandatory Requirements;
- Respond to all sections of this Invitation to Offer document in full;

1.12 Offer Clarifications

All clarifications or questions related to the Invitation to Offer must be communicated in writing directly to the contact identified in 1.17

1.13 How offers are to be submitted

Offers must be lodged electronically to [Qld Qtender](#).

Offers must be signed by an authorised person

Offers must consist of the Contractor's response to this document including all response schedules and any supporting information requested/required.

Offers are to be either in **Word or PDF format**.

1.14 Invitation to Offer Conditions

The Invitation to Offer Conditions in Schedule E apply to this Invitation to Offer.

1.15 Financial Information

The Principal reserves the right to conduct corporate, financial and/or other relevant checks as necessary on any Contractor. The Principal may ask the Contractor to provide detailed financial information such as, but not limited to, the Contractor's audited financial statements for the past two (2) years.

1.16 Contract Disclosure

At the conclusion of this Invitation process, the Department will publish a summary of the Contract awarded on the Queensland Government to [Qld Qtender](#) website.

1.17 Principal Contact

The Principal's contact person for the Invitation to Offer:

Name: Kylie Rampton
Position: Senior Procurement Officer
Email: artificialreefs@npsr.qld.gov.au

Privacy Notice: The Principal is collecting Personal Information from the Contractor for the purpose of administering the Invitation Process and Contract. Personal Information may be shared with Queensland Government agencies and bodies, non-government organisations and other governments in Australia for that purpose. Personal Information may be made publicly available in accordance with the requirements of the Queensland Government's procurement policy. An individual is able to gain access to Personal Information held by the Department about the individual in certain circumstances.

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2 Terms and Conditions of the Contract

2.1 Base Terms

The “Preparation, Towage and Scuttling Services Contract Conditions” apply to the Contract. (Attachment 2)

2.2 Contract Departures – Contractor changes

Changes made in accordance with this section that are agreed between the parties will override any other section of this document.

If the Contractor proposes any additional clauses or any changes to the base terms (identified in Section 2.1), the Contractor is to set them out here.

The Contractor must set out Contractor changes in the requested format and clearly indicate which part of the Contract it is proposing to change (including clause numbers) using the table below.

Repeat rows as required.

Clause No.	Reason for change requested	Change proposed
<i>Contractor insert clause it wishes to amend</i>	<i>Contractor to explain the reason why a change is necessary.</i>	<i>Contractor to insert alternative position or proposed amendments to the clause.</i>

Schedule A – Response Schedule

The information in this schedule is required for evaluation purposes.

The Contractor is to respond to all questions in this schedule.

The Contractor is warranting that the information in this schedule is complete, accurate, up to date and not misleading.

The Contractor is to complete this schedule in the format provided

1 Contractor Details

Please provide full Contractor details, including full legal name and contact details of any other entities which are participating in a joint offer with the Contractor.

Contractor Name:	<i>Name:</i> <i>ACN / ABN:</i> <i>Address:</i>
Names of other entities participating in a joint offer with the Contractor:	<i>Insert details or "Not applicable".</i>
Contractor's authorised representative for this Invitation to Offer:	<i>Name:</i> <i>Position:</i> <i>Email address:</i> <i>Phone number:</i>
Contractor's authorised representative to enter into a Contract if successful:	<i>Name:</i> <i>Position:</i> <i>Email address:</i> <i>Phone number:</i>
Contractor's contact person for this Invitation to Offer/ contract:	<i>Name:</i> <i>Position:</i> <i>Email address:</i> <i>Phone number:</i>
Address – Notices to Contractor	<i>Postal address:</i> <i>Email address:</i>
Bank Details:	<i>Contractor to provide, on Contractor's letterhead, Contractor's bank details (own page) and attach as part of their offer</i>
Conflict of Interest	<i>Contractor to insert details of any Conflict of Interest. If no Conflict of Interest exists, insert 'Nil'.</i>

2 Background Information

2.1 Contractor Overview

The Contractor is to provide a brief description of its business and its overall qualifications to meet the Requirements. Background information may include: number of years of relevant experience, rate of growth, size, locations, annual turnover etc. The Contractor's response to this question is to be limited to two (2) page.

*Contractor to insert response, or can be provided as a clearly labelled and referenced attachment.
Provide reference here*

2.2 Differentiating Factors

What differentiates the Contractor from its competitors? What is it about the Contractor's offer that it believes is unique to the Contractor? Why is the Contractor interested in the preparation and scuttling of the ex-HMAS Tobruk as a dive site in the Wide Bay Area? The Contractor's response to this question is to be limited to one (1) page.

*Contractor to insert response, or can be provided as a clearly labelled and referenced attachment.
Provide reference here*

2.3 Relevant Experience

The Contractor should provide enough information about its recent (and relevant) experience to demonstrate it is capable of meeting the Requirements. What is your recent track record in providing the same/similar Goods or Services? The Contractor's response to this question is to be limited to three (3) pages.

*Insert Contractor response, or can be provided as a clearly labelled and referenced attachment.
Provide reference here*

3 Referees

The Contractor is to provide details of three (3) referees. Referee are to be related to the relevant experience detailed above. For each referee include:

1	<i>Name and position;</i> <i>Telephone number, email address and postal address;</i> <i>Brief description of the work performed by the Contractor for the referee.</i>
2	<i>Name and position;</i> <i>Telephone number, email address and postal address;</i> <i>Brief description of the work performed by the Contractor for the referee.</i>
3	<i>Name and position;</i> <i>Telephone number, email address and postal address;</i> <i>Brief description of the work performed by the Contractor for the referee.</i>

4 Mandatory Requirements

The Contractor is to provide evidence of compliance to mandatory requirements, evidence of compliance is to be provided in a clearly referenced attachment.

Provide reference here for evidence of compliance location

Requirement	Details
Demolition Licence, with Class A Asbestos Ticket	Yes ☐ No ☐ (Please provide evidence of compliance) Licence No.: <i><insert></i> Expiry Date: <i><insert></i>
RPEQ Registered Naval Architect	Yes ☐ No ☐ (Please provide evidence of compliance) Name: <i><insert></i>
Explosives Licence - use and transport (where scuttling will be undertaken using explosives)	Yes ☐ No ☐ (Please provide evidence of compliance) Licence No.: <i><insert></i> Expiry Date: <i><insert></i>
Will your organisation ensure that; <ul style="list-style-type: none"> all personnel working on site hold General Safety Induction cards (White Cards) All works will be carried out by appropriate qualified and ticketed, machine operators and tradesperson's Local Approved Tug Company (Pacific Tug (Aust) Pty Ltd) will be used for any required ship movements 	Yes ☐ No ☐ Yes ☐ No ☐ Yes ☐ No ☐

5 Insurance

The Contractor is to provide details of compliance to nominated required insurances, copies of certificates of currency is to be provided in a clearly referenced attachment.

The response will form part of the Contract.

Provide reference here of Certificates of Currency location

Insurance Type	Details
Public Liability insurance; minimum of \$50,000,000	Sum Insured: <insert> Policy No.: <insert> Insurance Provider: <insert> Named Insured: <insert> Expiry Date of Policy: <insert>
Professional Indemnity insurance; minimum of \$5,000,000	Sum Insured: <insert> Policy No.: <insert> Insurance Provider: <insert> Named Insured: <insert> Expiry Date of Policy: <insert>
Workers' Compensation insurance, as required by law	Policy No.: <insert> Insurance Provider: <insert> Named Insured: <insert> Expiry Date of Policy: <insert>
Industrial Special Risk insurance	Sum Insured: <insert> Policy No.: <insert> Insurance Provider: <insert> Named Insured: <insert> Expiry Date of Policy: <insert>
Marine Liability insurance	Sum Insured: <insert> Policy No.: <insert> Insurance Provider: <insert> Named Insured: <insert> Expiry Date of Policy: <insert>
Environmental Liability insurance	Sum Insured: <insert> Policy No.: <insert> Insurance Provider: <insert> Named Insured: <insert> Expiry Date of Policy: <insert>

Any other Insurance Policies deemed necessary:

The Contractor is to provide details of any other insurance policies that they deem would be necessary for the required works. Evidence of compliance is to be provided in a clearly referenced attachment.

The response will form part of the Contract. Add rows as required.

Provide reference here of evidence of compliance location.

Insurance Type	Details
<insert insurance type>	Sum Insured: <insert> Policy No.: <insert> Insurance Provider: <insert> Named Insured: <insert> Expiry Date of Policy: <insert>
<insert insurance type>	Sum Insured: <insert> Policy No.: <insert> Insurance Provider: <insert> Named Insured: <insert> Expiry Date of Policy: <insert>

6 Queensland Charter for Local Content

The Queensland Charter for Local Content (the charter) provides a framework for encouraging government agencies to apply best practice in local content procurement and ensuring full, fair and reasonable opportunity for local suppliers.

The charter, which is consistent with the Queensland Procurement Policy, has the core objective of maximising local content through greater participation of capable local industry.

Contractor to complete Attachment 3 "Statement of Intent (Tender)" and attach as part of their offer

Guideline for the Qld Charter for Local Content is available at Attachment 3a

7 Local Content

7.1 Delivering Jobs

The Contractor is to provide a list of local employment opportunities, including types and anticipated percentage (%) of employment that will be available locally, how local employment will be sourced, ability to accommodate work experience students to gain experience, and if there is any opportunities for long term employment e.g. traineeships, apprenticeships.

The response will form part of the Contract and is to be provided as a clearly labelled and referenced attachment

Provide reference here

7.2 Local Spend/Supply Chain

The Contractor is to provide information on local supply chain opportunities, including types and anticipated percentage (%) spend on local supply chain and how this will be sourced.

The response will form part of the Contract and is to be provided as a clearly labelled and referenced attachment

Provide reference here

8 Contractor's Offer/Service Approach

The Contractor must provide details of its offer to the Principal that comprehensively addresses/demonstrates understanding of the scope of services, and to confirm the capability of achieving the required outcomes within the nominated time.

Response is to be split into the headings: Project Establishment; Preparation Works; Dive Design; Towage to scuttling site; Scuttling and Post Scuttling.

The response will form part of the Contract and is to be provided as a clearly labelled and referenced attachment.

Provide reference here.

Responses are to detail / included (but are not limited to) the following:

- a) *Project Plan (commencement to completion) including Project Organisational Structure, a Work Breakdown Structure, Work Hours and proposed Work Zone and Activities Plan*
- b) *Detailed Methodologies of how the required components/milestones will be achieved;*
 - *Project Establishment*
 - o *Vessel Handling and Risk Plan*
 - o *Health and Safety Management Plan*
 - o *Environmental Management Plan*
 - *Dive Design, including*
 - o *Engagement with community, working group*
 - o *Diver Safety*
 - o *Structural integrity*
 - o *Longevity, management*
 - *Problematic Substances:*
 - o *Methods for identifying and monitoring problematic substances*
 - o *Methods for handling, removal and/or management of problematic substances*
 - o *Proposed disposal methods and sites*
 - o *Tracking and reporting methods for items removed*
 - *Cleaning Methodology:*
 - o *Proposed ship cleaning procedure*
 - o *Methodology, key plant and personnel, cleaning and disposal procedure (disposal destinations), key risks and mitigation methods*
 - *Demolition:*
 - o *Plant and equipment to be used*
 - o *Safety procedures and measures to be used*
 - o *Arrangements for the protection of the public during demolition and explosive procedures*

- Scuttling Management,
 - Post Scuttling
- c) Any other information, with sufficient detail as necessary, to demonstrate the methodology and understanding of the required scope of services

9 Service Timetable

The Contractor is to provide a service timetable for the delivery of the specified requirements via a Gantt Chart and Deliverable Table. The service timetable is to align with project/invoice milestones in Schedule B.

The Department requires project completion by 22 December 2018.

The response will form part of the Contract. Add rows as required.

Deliverable No.	Deliverable - Description	Due Date
1.0 Project Establishment		
1.1	Vessel Handling and Risk Plan	<insert due date for deliverable>
1.2	Health and Safety Management Plan	<insert due date for deliverable>
1.3	Environmental Management Plan	<insert due date for deliverable>
<insert no.>	<insert deliverable description>	<insert due date for deliverable>
<insert no.>	<insert deliverable description>	<insert due date for deliverable>
2.0 Preparation Works		
<insert no.>	<insert deliverable description>	<insert due date for deliverable>
<insert no.>	<insert deliverable description>	<insert due date for deliverable>
3.0 Dive Design		
<insert no.>	<insert deliverable description>	<insert due date for deliverable>
<insert no.>	<insert deliverable description>	<insert due date for deliverable>
4.0 Scuttling Process (Design)		
<insert no.>	<insert deliverable description>	<insert due date for deliverable>
<insert no.>	<insert deliverable description>	<insert due date for deliverable>
5.0 Towage to Scuttling Site		
<insert no.>	<insert deliverable description>	<insert due date for deliverable>
<insert no.>	<insert deliverable description>	<insert due date for deliverable>
6.0 Scuttling		
<insert no.>	<insert deliverable description>	<insert due date for deliverable>
<insert no.>	<insert deliverable description>	<insert due date for deliverable>
7.0 Post Scuttling Activities		
<insert no.>	<insert deliverable description>	<insert due date for deliverable>
<insert no.>	<insert deliverable description>	<insert due date for deliverable>

10 Ship Access – the Principal

Contractor must detail requirements including prior notification periods, required inductions, PPE requirements, group size, and other conditions to enable access to occur, for regular progress checks and inspections, and access by appointment for special occasions such as Ministerial visits, Media opportunities etc.

The response will form part of the Contract and is to be provided as a clearly labelled and referenced attachment

Provide reference here

11 Subcontractor(s)

The Contractor to provide the names, legal entity type and contact details of proposed subcontractors that the Contractor intends to use, and the obligations that will be subcontracted.

The response will form part of the Contract. Add rows as required.

Item	Details
Works to be subcontracted	<insert details>
Company Name, Legal Entity Type ABN / ACN	<insert details>
Contact Details	<insert details>
Contact Person	<insert details>
Qualification, and Experience	<insert details>
Referees: Name, Title & Contact #	<insert details>
Other info	<insert details>

Item	Details
Works to be subcontracted	<insert details>
Company Name, Legal Entity Type ABN / ACN	<insert details>
Contact Details	<insert details>
Contact Person	<insert details>
Qualification, and Experience	<insert details>

Referees: Name, Title & Contact #	<insert details>
Other info	<insert details>

Item	Details
Works to be subcontracted	<insert details>
Company Name, Legal Entity Type ABN / ACN	<insert details>
Contact Details	<insert details>
Contact Person	<insert details>
Qualification, and Experience	<insert details>
Referees: Name, Title & Contact #	<insert details>
Other info	<insert details>

12 Resource Plan and Key Personnel

The Contractor is to provide information about its proposed Key Personnel, their role and commitment level in the contract, their relevant experience and the Contractors resourcing plan to demonstrate its understanding of and ability to deliver the requirements and maximise outcomes.

The response will form part of the Contract and is to be provided as a clearly labelled and referenced attachment

Provide reference here

Schedule B – Service Fee

The Contractor is to complete this schedule in the format provided.

All amounts are to be in AUD, and where request GST is to be included.

This Schedule will form part of the Contract.

1 Price

The Contractor is to provide a lump sum figure (including GST) for the required works (contract), minus the estimated value of projected recyclable and sellable items.

For the Contract Price, being the Lump Sum of: <i>in words</i>

(\$ _____) including GST

2 Payment plan/milestones

The Contractor may invoice the Principal after successful achievement of the milestones as follows:

The Contractor is to itemise all amounts (in AUD) that the Principal is to pay in relation to the milestone this should align with the deliverable table, in Schedule A.

Add rows as required.

Milestone	Deliverable - Description	Amount \$ (Excl GST)	% of project
1.0 Project Establishment			
1.1	Vessel Handling and Risk Plan	\$	
1.2	Health and Safety Management Plan	\$	
1.3	Environmental Management Plan	\$	
1.4	<insert deliverable description>	\$	
Subtotal		\$	%
2.0 Preparation Works			
2.1	<insert deliverable description>	\$	
2.2	<insert deliverable description>	\$	
2.3	<insert deliverable description>	\$	
2.4	<insert deliverable description>	\$	
Subtotal		\$	%
3.0 Dive Design			
3.1	<insert deliverable description>	\$	
3.2	<insert deliverable description>	\$	
3.3	<insert deliverable description>	\$	
Subtotal		\$	%

4.0 Scuttling Process (Design)			
4.1	<insert deliverable description>	\$	
4.2	<insert deliverable description>	\$	
4.3	<insert deliverable description>	\$	
4.4	<insert deliverable description>	\$	
Subtotal		\$	%
5.0 Towage to Scuttling Site			
5.1	<insert deliverable description>	\$	
5.2	<insert deliverable description>	\$	
5.3	<insert deliverable description>	\$	
5.4	<insert deliverable description>	\$	
Subtotal		\$	%
6.0 Scuttling			
6.1	<insert deliverable description>	\$	
6.2	<insert deliverable description>	\$	
6.3	<insert deliverable description>	\$	
6.4	<insert deliverable description>	\$	
Subtotal		\$	%
7.0 Post Scuttling			
7.1	<insert deliverable description>	\$	
7.2	<insert deliverable description>	\$	
7.3	<insert deliverable description>	\$	
7.4	<insert deliverable description>	\$	
Subtotal		\$	%
Other			
All other works necessary for the satisfactory completion of the work scope but not listed elsewhere in schedule. Please provide a detailed breakdown to support amount		\$	%
Total (exclusive of GST)		\$	
GST Component		\$	
TOTAL		\$	100%

3 Rates and Prices

The following rates and prices may be used at the discretion of the principal for variation work.

The Contractor is to list all key personnel, and key plant and equipment to be used in the works, and the offered rates. Rates are to be in AUD and GST inclusive. Add rows as required.

The response will form part of the Contract

Labour Rates		
Position/Role	Description of Service	\$ Rate / Hr (Incl GST)
<insert Position / Role>	<insert description of Service>	\$
<insert Position / Role>	<insert description of Service>	\$
<insert Position / Role>	<insert description of Service>	\$
<insert Position / Role>	<insert description of Service>	\$
<insert Position / Role>	<insert description of Service>	\$
<insert Position / Role>	<insert description of Service>	\$
<insert Position / Role>	<insert description of Service>	\$
<insert Position / Role>	<insert description of Service>	\$
<insert Position / Role>	<insert description of Service>	\$
<insert Position / Role>	<insert description of Service>	\$
<insert Position / Role>	<insert description of Service>	\$
<insert Position / Role>	<insert description of Service>	\$

Plant and Equipment	
Item	
<insert Item>	<
<insert Item>	<
<insert Item>	<
<insert Item>	<
<insert Item>	<
<insert Item>	<
<insert Item>	<
<insert Item>	<
<insert Item>	<
<insert Item>	<
<insert Item>	<
<insert Item>	<

4 Costs Offsets

The Contractor to detail estimated quantities/volumes of items/materials to be sold/recycled and the recovery rate (e.g. Auxiliary generator – unit sale - cost, Copper – recycled – cost). Rates are to be in AUD and GST inclusive. Add rows as required.

The response will form part of the Contract

Estimated Items/Materials to be sold /recycled			
Item/ Material Description	Quantity	Unit Rate /Recovery Rate	\$ Rate (Incl GST)
<insert Item / Material Description>		\$	\$
<insert Item / Material Description>		\$	\$
<insert Item / Material Description>		\$	\$
<insert Item / Material Description>		\$	\$
<insert Item / Material Description>		\$	\$
<insert Item / Material Description>		\$	\$
<insert Item / Material Description>		\$	\$
<insert Item / Material Description>		\$	\$
<insert Item / Material Description>		\$	\$

5 Payment Methods

Payment to the Contractor will be made after receipt of a correctly rendered invoice. Payment is subject to the successful provision of services to the Principals satisfaction.

A correctly rendered invoice is one that contains the contract number, purchase order number and itemised details of services being invoiced for payment, and complies with Clause 6.3 of Services Contract

Under normal circumstances, the Department will not enter into a contract for the supply of goods and/or provision of services that requires payment in advance.

Where deemed necessary, the Department may require the execution of a Deed of “Unconditional Financial Undertaking” or other relevant instrument of guarantee.

Payment will be made by Electronic Funds Transfer

Contractor to provide, on Contractor’s letterhead, Contractor’s bank details (own page) and attach as part of their offer

Schedule C – Plan Development Timetable

The Contractor is to provide a Plan Development Timetable for the delivery of the required plans in accordance with the **Attachment 1 - Scope of Services, Section 12.1**

The Plan Development timetable is to nominate which milestone the plan will be applicable to, and is to align with project/invoice milestones in Schedule B.

The Contractor is to allow ten (10) business days for the Principal to review plans.

This Schedule will form part of the Contract.

Add rows as required

Plan	Draft for review	Final	Applicable Milestone
Project Plan	<insert date>	<insert date>	<insert date>
Vessel Handling and Risk Plan	<insert date>	<insert date>	<insert date>
<insert applicable sub-plan>	<insert date>	<insert date>	<insert date>
<insert applicable sub-plan>	<insert date>	<insert date>	<insert date>
<insert applicable sub-plan>	<insert date>	<insert date>	<insert date>
<insert applicable sub-plan>	<insert date>	<insert date>	<insert date>
<insert applicable sub-plan>	<insert date>	<insert date>	<insert date>
Safety Management Plan	<insert date>	<insert date>	<insert date>
<insert applicable sub-plan>	<insert date>	<insert date>	<insert date>
<insert applicable sub-plan>	<insert date>	<insert date>	<insert date>
<insert applicable sub-plan>	<insert date>	<insert date>	<insert date>
<insert applicable sub-plan>	<insert date>	<insert date>	<insert date>
<insert applicable sub-plan>	<insert date>	<insert date>	<insert date>
Environmental Management Plan	<insert date>	<insert date>	<insert date>
<insert applicable sub-plan>	<insert date>	<insert date>	<insert date>
<insert applicable sub-plan>	<insert date>	<insert date>	<insert date>
<insert applicable sub-plan>	<insert date>	<insert date>	<insert date>
<insert applicable sub-plan>	<insert date>	<insert date>	<insert date>
<insert applicable sub-plan>	<insert date>	<insert date>	<insert date>
Marine Execution Plan	<insert date>	<insert date>	<insert date>
Dive Design	<insert date>	<insert date>	<insert date>
Diver Safety Plan	<insert date>	<insert date>	<insert date>
Asset Management Plan	<insert date>	<insert date>	<insert date>

Schedule D – Key Performance Indicators / Service Levels

This Schedule describes how the Contractor's performance will be measured under the Contract:

- Key performance indicators;
- Details of how KPIs will be measured (e.g. identify reports)
- Consequences if performance is unsatisfactory.

The Contractor must respond to the performance measures proposed by the Principal in this Schedule (Use track changes, below table only).

The Contractor can also suggest additional or alternative performance measures.

	Measure/Target	Calculation	Responsibility	Consequence
1	Invoices submitted correctly and within 14 days of milestone completion	90% of invoices submitted accurately and on time	Principal	Delayed payment
2	Project costs kept within quotation/variation control	Variations remain within 10% of total project cost	Principal	Possible refusal of variations
3	Compliance with all specification requirements (works)	All works completed as per scope of services or under amendment as agreed by the parties	Principal and Contractor	Possible Contract termination
4	All Plans and sub plans submitted as per schedule	Developed and finalised as per schedule C	Principal	Delays in project timeframes at contractors expense
5	Nominated stages delivered on time and without fault	Stages delivered as per scope of services – exceptions have adequate justification	Principal	Faults need to be rectified at contractors expense
6	Compliance with Safety Management Plan	Inspections and site meetings do not uncover non-compliance with safety plan	Principal	Possible termination of contract
7	Compliance with Environmental Management Plan	Inspections and site meetings do not uncover non-compliance with environmental management plan	Principal	Possible termination of contract
8	All LTIs reported to Principal within 1 business day.	LTIs not reported within 1 business day	Principal	Delays for revision of safety management Plan. Possible termination

9	Response to all correspondence / requests relating to contractual matters	Response given to queries within 3 business days	Principal	Possible project delays at Contractors expense
10	Attendance to site meetings	Attendance to 100% of scheduled site meetings or sufficient notice given of cancellation	Principal and Contractor	Possible halt to works
12	Access to ship accommodated on request for audits, inspections and VIP events.	Adequate access provided following appropriate notice	Principal	Possible financial penalties imposed
13	Good communication channels maintained between Project Manager (Contractor) and Project Team (Principal)	Phone calls and written correspondence are responded too within 24hr in >90% of cases	Principal and Contractor	Impact on approvals and decisions could impact timeframes
14	Contractor actively seeks opportunities for rebates and cost offsets	Evidence that items of value are resold and/or recycled	Contractor	Possible financial penalties imposed
15	Opportunities and requests to retain important naval memorabilia are supported	Memorabilia items are identified, preserved and made available to Principal. Specific requests for memorabilia considered and actioned where practicable.	Principal and Contractor	Possible financial penalties imposed
16	Attendance and active participation in dive design committee	100% of meetings attended. Action items completed Progress reports given at all meetings	Principal	Financial penalties if not meeting contractual obligations. Possible time delays.
	<insert suggest additional or alternative performance measure>	<insert suggest calculation for measure>	<insert responsibility for measure>	<insert suggested consequence for suggested performance measure>
	<insert suggest additional or alternative performance measure>	<insert suggest calculation for measure>	<insert responsibility for measure>	<insert suggested consequence for suggested performance measure>
	<insert suggest additional or alternative performance measure>	<insert suggest calculation for measure>	<insert responsibility for measure>	<insert suggested consequence for suggested performance measure>
	<insert suggest additional or alternative performance measure>	<insert suggest calculation for measure>	<insert responsibility for measure>	<insert suggested consequence for suggested performance measure>

Contractor Execution of Offer

Acknowledgements and Certifications

The Contractor:

- a) offers to provide the Goods, Services and other Deliverables to the Principal on the terms described in the Contractor's offer. The Principal may accept the Contractor's offer during the validity period.
- b) certifies that it has read, understands, and complies with all the requirements of this Invitation to Offer, including any changes made by the Principal and notified to the Contractor in accordance with the Invitation to Offer conditions.
- c) Acknowledges that only proposed contract departures which comply with the requirements of the Details (dealing with contract departures) form part of the Contractor's offer. If the Contractor proposes other contract departures, they do not form part of the Contractor's offer and the Principal may accept the Contractor's offer excluding those other proposed contract departures.
- d) Represents that all the information contained in the Contractor's offer is complete, accurate, up to date and not misleading in any way.
- e) acknowledges that the Principal will rely on the information contained in the Contractor's offer (including the warranties and declarations) when deciding whether or not to accept the Contractor's offer and that if the Principal accepts the Contractor's offer, the Principal will enter into a Contract relying on that information.
- f) Acknowledges that the Principal may suffer damage if any of the information in the Contractor's offer is incomplete, inaccurate, out of date or misleading in any way.

Execution of Offer

Date:	
EXECUTED for and on behalf of:)	
)	
Name of Contractor	) Signature of authorised representative
by its authorised representative, in the	) By executing this offer the signatory warrants that the
presence of:	) signatory is duly authorised to submit this offer on behalf
)	) of the Contractor
Signature of witness	)
)	) Name of authorised representative (block letters)
Name of witness (block letters)	)
)	) Position of authorised representative
)	)
Address	

Schedule E – Invitation to Offer Conditions

1. Interpretation

These Invitation to Offer Conditions may be used where a Department is seeking offers to enter into a Contract.

2. Invitation Process

2.1 Contractor Acceptance

By submitting an offer, the Contractor:

- a) Accepts these Invitation to Offer Conditions.
- b) Offers to enter into a Contract with the Principal to provide the Goods, Services and Deliverables; and the Principal may accept the offer during the Offer Validity Period.

2.2 Principal Discretion

The Principal may make any changes to the Invitation Process in its absolute discretion, by notifying the Contractor including by publication on the Queensland Government QTenders website. Without limitation, the Principal may:

- a) add or change Requirements;
- b) amend dates including extend the Closing date and time;
- c) consider or reject an offer received after the Closing date and time;
- d) accept non-Conforming Offers, alternative or innovative offers, offers in part, or multiple offers;
- e) reject any or all offers;
- f) amend the evaluation criteria stipulated in the Invitation to Offer;
- g) exercise discretion in evaluating any subjective evaluation criteria;
- h) negotiate with one or more Contractors and allow any Contractor to vary its offer;
- i) interview, negotiate or hold discussions with any Contractor or prospective Contractor on any matter contained (or proposed to be contained) in an offer to the exclusion of others;
- j) request some or all Contractors to conduct site visits, provide references and additional information, and/or make themselves available for panel interviews;
- k) change the terms and conditions applicable to the Invitation Process, including terms of the proposed Contract; or
- l) Cancel the Invitation Process.
- m) The Contractor will not make any claim in connection with a decision by the Principal to exercise or not to exercise any of its rights in relation to the Invitation Process.

3. Alternative Offers

The Queensland Government procurement policy promotes an outcome focussed approach, seeking opportunities to innovate and improve value for money. Contractors are encouraged to submit alternative offers and innovative offers where they believe that the alternative will promote the Principal's objectives.

4. No Reliance on Information

The Contractor is responsible for making its own investigation and assessment about all matters relevant to the Invitation to Offer, the Requirements, the accuracy of all information and documents provided by or on behalf of the Principal, and all other matters relevant to the Contractor's offer.

5. Contractor Cost

Participation in the Invitation Process is at the Contractor's cost. The Principal is not required to pay compensation to the Contractor in relation to the Invitation Process in any circumstances, for any reason.

6. Subject to Contract

No contract will be formed between the Principal and the Contractor unless and until the Principal accepts the Contractor's offer in writing or both parties sign a contract document.

7. Compliance

The Contractor must:

- a) **(communication)** direct all inquiries relating to the Invitation to Offer to the Principal's nominated contact person, and not discuss the Invitation to Offer with any other person except as required to prepare its offer.
- b) **(Accuracy)** ensure that all information provided as part of its offer is complete, accurate, current, and not misleading.
- c) **(Laws)** comply with all Laws.
- d) **(confidentiality)** keep confidential all Confidential Information which it obtains as part of the Invitation Process, not use it except for the purpose of responding to the Invitation to Offer, and not disclose it except to its Personnel on a need to know basis for the purpose of responding to the Invitation to Offer, or with the Principal's consent, or to the extent required by Law, or to its professional advisors.
- e) **(privacy)** if it collects or has access to any Personal Information in connection with the Invitation Process, comply as if it was the Principal with the privacy principles in the Information Privacy Act or the Australian Privacy Principles in the Privacy Act, as applicable, in relation to that Personal Information, and comply with all reasonable directions of the Principal relating to the Personal Information.
- f) **(No publicity)** not make any public announcements or advertisement relating to the Invitation Process.
- g) **(Competitive neutrality)** if the Contractor is a government owned business, local government, or Commonwealth, State or Territory or authority, price its offer to comply with the competitive neutrality principles of the Contractor's jurisdiction.
- h) **(Personnel)** ensure that its Personnel also comply with these requirements.
- i) (accuracy of information) ensure that all representations, warranties, declarations, statements, information and documents ("information") made or provided by the Contractor in connection with the Invitation Process are complete, accurate, up-to-date and not misleading in any way. The Contractor must immediately tell the Principal if any information is or becomes incomplete, inaccurate, out-of-date or misleading in any way.

8. Anti-competitive conduct, conflict of interest and criminal organisations

8.1 Anti-competitive conduct

The Contractor warrants that neither it, nor its Personnel have engaged in any collusive, anti-competitive or similar conduct in connection with the Invitation Process or any actual or potential contract with any entity for goods and services similar to the Goods and Services.

8.2 Conflict of Interest

The Contractor warrants that it and its Personnel do not hold any office or possess any property, are not engaged in any business or activity and do not have any obligations whereby a Conflict of Interest is created, or may appear to be created, in conflict with its obligations under these Invitation to Offer Conditions or the proposed Contract, except as disclosed in the Contractor's offer.

The Contractor warrants that it will not, and it will ensure that its Personnel do not, place themselves in a position that may give rise to a Conflict of Interest between the interest of the Principal and the Contractor's interests during the Invitation Process.

The Contractor warrants that it will immediately notify the Principal if any Conflict of Interest arises after lodgement of the Contractor's offer.

8.3 Criminal Organisation

The Contractor warrants that neither it nor its Personnel:

- a) have been convicted of an offence under the Criminal Code where one of the elements of the offence is that the person is a participant in a criminal organisation within the meaning of section 60A(3) of the Criminal Code; or
- b) Are subject to an order under, or have been convicted of an offence under the Criminal Organisation Act 2009 (Qld).

8.4 Warranties are ongoing

The warranties in this section are provided as at the date of the Contractor's response to the Invitation to Offer and on an ongoing basis until the later of the Principal notifying the Contractor that its offer has been rejected and expiry or termination of any Contract entered pursuant to the Invitation Process ("relevant period").

The Contractor warrants that it will immediately notify the Principal if it becomes aware that any warranty made in this section was inaccurate, incomplete, out of date or misleading in any way when made, or becomes inaccurate, incomplete, out of date or misleading in any way, during the relevant period.

8.5 Breach of Warranty

In addition to any other remedies available to it under Law or contract, the Principal may, in its absolute discretion (but is not required to), immediately disqualify a Contractor that it believes has breached any warranty in this clause.

9. Contractor Confidential Information

The Principal will keep confidential all Confidential Information of the Contractor which it obtains as part of the Invitation Process.

The Principal may use Contractors Confidential Information for the purposes of the Invitation Process

The Principal may disclose Contractors Confidential Information:

- a) to its Personnel for the purposes of the Invitation Process;
- b) as required under the Right to Information Act;
- c) as required by Law;
- d) to a Minister, their advisors or Parliament;
- e) To its professional advisors.

The Principal may publish information about the Invitation Process and any resulting Contract on the [Queensland Contracts Directory](#), where required or recommended by Queensland Government procurement policy.

Scope of Services

Department of National Parks, Sport and Racing

**Ship Preparation, Towage and Scuttling of ex-HMAS
*Tobruk***

Reference No: TRB14B (NPSR17028)

Attachment One (1)



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This section sets out key detail / information about the Principal's requirements that the Contractor needs to know in order to submit its offer.

This section will form part of the Contract.

The Contractor must not make any changes to this Scope of Services document.

If changes are required they are to be detailed in Section 2 of Invitation to Offer document.

1. INTRODUCTION

The Department of National Parks, Sport and Racing (NPSR) through Queensland Parks and Wildlife Service (hereinafter referred to as the Principal) is inviting offers from contractors for the Ship Preparation, Towage and Scuttling of ex-HMAS *Tobruk*, (hereinafter referred to as the Ship) creating a world-class dive site, as per this Scope of Services and attachments. The successful contractor will assume the role of Primary Contractor over the site.

The Ship is to be prepared in Bundaberg Queensland (approximately 4hrs north of Brisbane), and scuttled in the waters of Hervey Bay Queensland, in a depth of about 27m.

The project is expected to generate significant economic benefits for the Region, mostly in the areas of tourism and the hospitality industry. By creating an artificial reef, the project is also expected to enhance marine biodiversity.



2. DESCRIPTION OF SCOPE – GENERAL

Except as otherwise expressly provided herein, the contractor shall supply all labour, supervision, installed and consumable materials, equipment, tools, ancillary services and every item of expense that are reasonably necessary or incidentally required or reasonably expected to prepare, tow and scuttle ex-HMAS *Tobruk*.

The Ship is provided on an “as is, where is” basis. The Principal has no obligation and gives no understanding or warranty in relation to the condition of the Ship.

It is the responsibility of the Contractor to inform themselves fully of all circumstances and conditions relating to the Contract. If the Contractor has any doubt as to the meaning of any part of the documents they shall obtain clarification in writing from the person named in the Invitation to Offer - **Section 1.17**, and shall satisfy themselves as to the correctness and sufficiency of their quote.

No extras will be paid for any item that should reasonably have been foreseen by taking these precautions.

The works are to be carried out with minimal disruption to the public.

The Department requires Scuttling to occur no later than 1 December 2018, with total project completion by 22 December 2018.

3. DESCRIPTION OF SCOPE OF SERVICES – SPECIFIC OVERVIEW

The Contractor is responsible for the:

- a) Project management and co-ordination with subcontractor/s;
- b) Ship preparation works, including identification and removal of hazardous materials or items, cleaning and preparation as a dive site;
- c) Dive Design (in consultation with the Principal) and documentation of the ship as a dive site;
- d) Towage of the ship to the scuttling site;
- e) Scuttling design and scuttling preparation works;
- f) Managing the scuttling of the ship and conducting all nominated post scuttling activities;
- g) Ensuring that all relevant legislative and regulatory compliance requirements applicable to the works are met;
- h) Control and security of the Ship, its moorings and the designated preparation areas for the term of the contract;
- i) Reinstatement of the designated preparation areas to the pre-works state including removal of any contaminants, and recovery of equipment.

Refer to **Section 12** for full specification details

4. THE CONTRACTOR'S OBLIGATIONS

For the duration of the contract the Contractor will:

- a) Carry out all works necessary for the successful completion of the project;
- b) Liaise with the Principal, and its representatives, particularly in reference to meeting delivery time frames;
- c) Ensure all necessary inspections are organised and co-ordinated with relevant parties at relevant stages and ensure associated documentation is met;
- d) Abide by the Department's code of conduct;
- e) Comply with all relevant Workplace Health and Safety standards;
- f) Adhere to all statutory requirements dictated by law and industry;
- g) Use persons professionally qualified in the relevant disciplines;
- h) Use qualified tradespersons for applicable works;
- i) Obtain at its own cost all licences, authorisations, approvals and consents necessary to carry out the works in accordance with the contract;
- j) Be responsible for the maintenance, handling, temporary services, equipment and other works required for the ship;
- k) Provide temporary fencing and security of the operational area;
- l) Submit and comply with a Health and Safety Management Plan;
- m) Submit and comply with an Environmental Management Plan;
- n) Submit and comply with Ship Handling and Risk Plan;
- o) Submit a Marine Execution Plan;
- p) Submit a Dive Design Plan;
- q) Submit a Diver Safety Plan;
- r) Submit an Asset Management Plan;
- s) Keep the operational area and the works clean and tidy and regularly remove from the operational area, rubbish and surplus material arising from the execution of the works;
- t) At the completion of each relevant stage provide to the Principal, evidence that the works comply with all applicable standards / regulations / legislation;

- u) Manage risks, including considerations for key risks and constraints likely to arise, such as, weather conditions, seasonal weather variations and risks, and marine life movements eg. whale migration.

Refer to **Section 12** for full specification details

5. THE PRINCIPAL'S OBLIGATIONS

The Principal shall furnish or cause to be furnished to the Contractor, without cost to the Contractor, the following for or in connection with the performance of the Scope of Work:

- a) Organise site inductions for Contractor (first day of any proposed works, approximately 1 hour in duration)
- b) All necessary planning, review and approvals processes for the Scuttling Site.
- c) Apply for a development approval for the preparation / operational area from Gladstone Ports Corporation (GPC).

6. THE SHIP – ex-HMAS *TOBRUK*

Once a vital part of the Australian Naval Fleet, HMAS *Tobruk* has ended 34 years of distinguished military service as an amphibious, heavy-lift ship. During its service it could carry 18 Tanks, 40 Armoured Personnel Carriers, 2 Landing Craft, 150 Crew and 500 Troops.

At the time of decommissioning, (July 2015) the HMAS *Tobruk* was the longest serving naval ship in the fleet. First launched by the Australian Navy in 1980, the ship has sailed more than 1.7 million kilometres in 34 years of service and was deployed on 26 major operations, and was true to her motto 'Faithful and Strong'.

All military equipment, ammunition and stores have been removed.



7. PREPARATION SITE (Nominated Location) – PORT OF BUNDABERG

The site for the preparation of the ex-HMAS *Tobruk* is at the **molasses wharf** (current location) Wharf Drive, within the Port of Bundaberg.

Refer to Section 12.2 Preparation Site

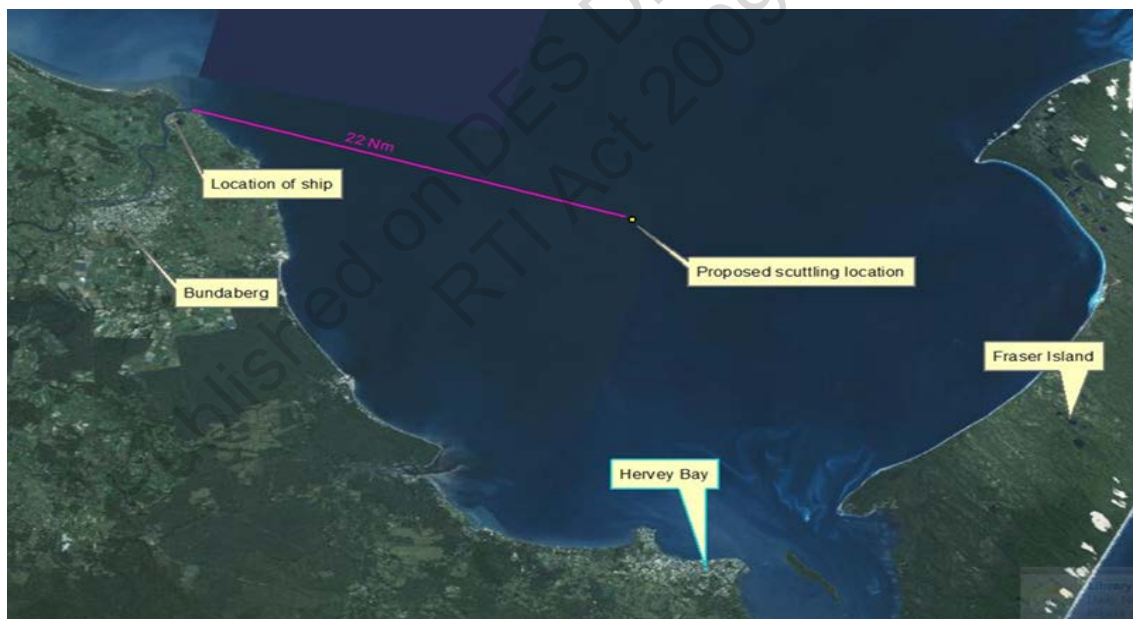
8. THE SCUTTLING SITE (Nominated Site)

The final scuttling site is anticipated to be approximately 22-24Nm from the Port of Bundaberg. A multi-beam survey has been conducted around the likely scuttling site (Appendix 1 and 2). It is expected that a suitable sand only location will be identified within this greater area. A suitable scuttling depth will be determined in consultation with the contractor and their naval architect. A clearance of -5m at LAT is required over the site for navigational safety. This will inform the overall height tolerance for the ex-HMAS *Tobruk*. Further surveys (video, core sampling, currents, waves etc.) will be undertaken and the results shared with the contractor.

The actual location is to be finalised by QPWS and the boundaries will be defined with appropriate geo-referencing.

Relevant permits for the creation of an artificial reef at the site will be obtained by the Principal. There is no requirement to have an isolated danger marker at the scuttling site. Should it later be determined that a marker is required at the site it will be the responsibility of the Principal.

Installation of moorings adjacent to the wreck, to be used by the tourism industry, will be the responsibility of the Principal.



8.1. Permits

This site is located within internal waters of Queensland and therefore no Sea Dumping Permit is required. A development approval for tidal works will be obtained by the Principal.

The Principal must make allowances for RPEQ approved dive design drawings to be submitted for the development approval.

9. MANDATORY REQUIREMENTS

The Successful Contractor must possess all the following **mandatory** requirements.

- a) Insurances; Section 10 a), b), c), d), e) and f) ;
- b) Demolition Licence, with Class A Asbestos ticket
- c) RPEQ Registered Naval Architect
- d) Explosives Licence - use and transport (where scuttling will be undertaken using explosives)
- e) General Safety Induction cards (White Cards) – all personnel working on site
- f) Appropriate qualified and ticketed, machine operators and tradesperson's to carry out works
- g) Local Approved Tug Company (Pacific Tug (Aust) Pty Ltd) to be used for any required ship movements

10. INSURANCES

The following insurances are to held by the contractor for the duration of the contract or as directed by law;

- a) **Public Liability insurance**, to cover loss or damage to property or injury or death to persons arising out of or in connection with carrying out the works - **minimum value \$20M per occurrence**
- b) **Professional Indemnity insurance**, to cover liability for breach of professional duty arising out of any negligence, whether in relation to errors in design, documentation, supervision or other professional duties - **minimum value \$5M**
- c) **Workers Compensation** as required by law
- d) **Industrial Special Risk insurance**
- e) **Marine Liability insurance**
- f) **Environmental Liability insurance**
- g) **Any other Insurance policies deemed necessary** – details to be provided

11. LOCAL JOBS

The provision of local employment is a high priority for this project. Local is defined as Bundaberg and Fraser Coast Regional Council areas. The Contractor is to provide information about how they will provide local employment (direct and indirect) opportunities, including types and anticipated percentage (%) of local employment (non-professional services) that will be available, how local employment will be sourced, their ability to accommodate work experience students to gain experience, and if there is any opportunities for long term employment e.g. traineeships, apprenticeships. **Appendix 3** is a list provided by the Department of State Development (DSD) of local persons and companies that have expressed an interest in working on the ex-HMAS *Tobruk* project.

12. SPECIFICATIONS

Scope of Services shall be performed in accordance with the following;

The tasks listed under each milestone are not intended to be exhaustive, some tasks may be required that are not specifically listed, and some may occur concurrently with others. Some activities, such as general project management, may apply across multiply milestones.

12.1. Project Management and Establishment (Milestone 1)

The Contractors responsibility for the Ship commences when access to the ship is given to the contractor for the purpose of commencing the contracted works and ceases when in the opinion of the Principal all works have been satisfactorily completed.

The Ship is provided on an “as is where is” basis. The Principal has no obligation and gives no understanding or warranty in relation to the condition of the Ship.

The Contractor is required to fully project manage all aspects of the project with the aim of achieving the time, cost and quality outcomes. The tasks involved will include, but are not limited to:

- a) Prepare and maintain an all component Project Plan
- b) Develop and maintain all applicable plans and sub-plans in accordance with;
 - i) Vessel Handling and Risk Plan
 - ii) Health and Safety Management Plan
 - iii) Environmental Management Plan
 - iv) Marine Execution Plan
- c) All project management and co-ordination with subcontractor/s
- d) Liaising with Principal, and its representatives as required
- e) Attending all planned progress meetings, and others meetings as required/requested.
- f) Prepare required reports for meetings, as required/requested
- g) Any other requirements as detailed in this Scope of Services

12.1.1. Plan Development Timetable

The Contractor is to develop and submit the required plans in accordance with an agreed Plan Development Timetable (Schedule C Invitation to Offer); The Contractor is to allow the Principal ten (10) business days to review and provide comment on plans. It is expected that these plans will be reviewed and altered as required as the project progresses.

12.1.2. Stakeholder Input

The Contractor is to liaise with all key stakeholders, and undertake all necessary consultation to facilitate the design of the works. The Principal will advise details of the relevant stakeholder group(s) and convene meetings as necessary.

The Contractor is to identify in the Project Plan the required inputs from the various stakeholders and the timeframes required for the necessary inputs.

12.1.3. Marine Execution Plan

The Contractor must submit a Marine Execution Plan to the Harbour Master and Principal, and should allow up to 30 days for approval prior to commencement of works.

The purpose of the marine execution plan is:

- a) to provide an overview on the way vessels are intended to be operated when in the harbour,
- b) the nature and scope of operations to be undertaken
- c) to provide an indication of requirements for local bunkering and waste facilities
- d) to demonstrate the understanding of the operator of local conditions
- e) to demonstrate understating of regulatory requirements for operating in the Port of Bundaberg
- f) to demonstrate or reference the vessels safety management system and method and handling emergencies.

Refer to **Appendix 4**, for an example of the contents required. Please note example provided is for Gladstone Harbour, but Bundaberg Harbour has the same requirements

12.1.4. Ship Access – the Principal

The Principal will require project management team access to the ship for regular progress checks and inspections, and access by appointment for special occasions such as Ministerial visits, media opportunities etc., during the course of the project. Contractor must detail requirements including prior notification periods, required inductions, PPE requirements, group size, and other conditions to enable access to occur.

12.1.5. Sub-Contractors

Any proposed sub-contracting arrangements must be nominated in Schedule A – Response Schedule 11, Invitation to Offer document. If additional sub-contractors are required, prior written notification to the Principal is required. Only nominated sub-contractors may enter the site.

The Contractor is solely responsible for all subcontractors and for their acts and omissions.

The Contractor is responsible for ensuring the suitability of a subcontractor for the work proposed to be carried out, and that the work carried out meets the requirements of this contract.

The Contractor must ensure that a subcontractor is aware of all terms and conditions of this contract relevant to the subcontractor's part in the provision of services.

12.2. Preparation Site (nominated location) – Port of Bundaberg

The site for the preparation of the ex-HMAS *Tobruk* is at the molasses wharf (current location) Wharf Drive, within the Port of Bundaberg.



The proposed operational area is indicated in red on the image above and includes the use of the old shed and four (4) bay carport. Three (3) special marks with flashing lights will be installed by the Principal on the starboard side, to demarcate the boundary of the marine exclusion zone, see [Appendix 5](#). Further areas may be available north of the public viewing area as required by the Contractor under negotiation with the Principal and Gladstone Ports Corporation.

Refer to [Appendix 6](#) for Hydrographic Survey of Bulk Liquids wharf.

12.2.1. Public Viewing Area

The public viewing area will be moved downstream to the area marked in blue above. The viewing area will be developed by the Principal, including a section that will be hardened for vehicle parking. An interpretive display will be erected close to the water's edge within the public viewing area.

12.2.2. Wharf Limits

Gladstone Ports Corporation have advised no vehicle access is permitted on the wharf. (Pedestrian access only). Pedestrian access to the ship is provided via the wharf and a temporary gangway.

12.2.3. Ship Orientation

The Ship is currently port-side-to as indicated on the earlier image. The contractor may turn the ship around in consultation with the Regional Harbour Master, pilots and local tug operators, at their own cost and organisation.

12.2.4. Current Mooring Arrangement

The current mooring arrangement for the ship is indicated in [Appendix 7](#) and approved by the Regional Harbour Master. The ship is currently moored in a 3:3:2:3:3 configuration.

In addition to this there is a 32mm wire rope attached to the bow, connected to a 16 Tonne concrete block that has been buried onshore next to the sand pile. There is a 32mm wire rope attached to the stern, connected to a cyclone bollard (4X4X4m concrete block) onshore.

12.2.5. Extreme Weather

Advice from Regional Harbour Master (Gladstone) is that in the event of an extreme weather event the ship should be secured in its current location and not be transported.

New mooring ropes may need to be installed, at the Harbour Masters request, prior to the extreme weather season commencing in November 2017.

The Contractor is responsible for liaising with the Harbour Master and applying any recommendations to ensure the Ship is secured for any such event.

The Principal has available; four (4) 220 metre polypropylene tiger ropes (2 x 56mm, 1 x 64mm and 1 x 80mm), that are able to be used for this purpose.

All mooring ropes/cable /clamps currently in use or provided by the Principal will remain the property of the Principal.

12.2.6. Site Management

The wharf is securely fenced with locked gates.

The operational area will require temporary fencing to be installed

Security of the site will be the responsibility of the Contractor.

Three phase power is available at the start of the wharf and at the power pole close to the small shed, [see Appendix 5](#). There is limited lighting and some 240 volt power available on the wharf at the small shed. Further to this there is a power outlet on the lefthand side just before the wharf starts. Water is located at the start of the wharf and behind the shed on the wharf. Fire hydrants area available along the wharf, as indicated on [Appendix 5](#).

Areas immediately adjacent to the preparation site are used by other businesses operating in the Port area. The Contractor must be considerate and accomadating of these business.

12.2.7. Waste Management

The Contractor is to ensure that no waste from the works is conveyed to, or deposited at any place that cannot lawfully be used as a waste facility for that waste.

Where possible the Contractor is to minimise waste, by implementing management measures such as recycling.

The Contractor is required to monitor and record the volumes of waste and the methods and locations of disposal.

Items removed from the ship should be removed from the Port of Bundaberg site within three (3) working days of being removed from the ship unless authorised otherwise.

The Principal reserves the right to request copies of waste disposal certificates and/or company certification confirming appropriate, lawful disposal of waste at any time.

12.3. Ship Preparation Works (Milestone 2)

Responsibility for the maintenance, handling, temporary services, equipment and other works required for the Ship and operational area during the contract is the responsibility of the Contractor.

The ship preparation work shall take into account all necessary environmental and other safeguards and necessary work to provide a safe and effective dive site.

12.3.1. Ship Access – the Contractor

The ex-HMAS *Tobruk* is a dead ship. It is unknown if any of the machinery such as winches, capstans and hydraulic systems are able to be made operational. (If the contractor makes use of any of the Ships machinery, equipment or fittings, such as winches, for any purpose, the contractor will be fully responsible for any loss or damage resulting from such use).

All external doors, hatches and vents were closed for towing to Queensland. Most of the vents have been opened however no internal access doors have been opened. The ships ventilation and lighting systems were operational while dockside in Sydney via shore power prior to towing to Queensland in December 2016, current working status is unknown. The state of the interior of the ship is unknown.

12.3.2. Preparing the Ship

Preparation of the ship for scuttling will include the identification and removal of all hazardous and environmentally harmful materials and other materials and fixtures considered potential risks/hazards to divers or may come free during the scuttling process.

It is understood that all bilge tanks have been cleaned out by the Department of Defence and filled with town water in Sydney. All bilge water must be analysed prior to its disposal in Queensland. Relevant state and local government agencies must be consulted to ensure correct disposal of the bilge water in Queensland.

The Ship is to be prepared to be of suitable use by divers, this is to be achieved by removing materials and strategically opening up the ship by creating access holes (vertical and horizontal) into the side of the hull, and between decks, allowing light to penetrate and divers to move safely between areas. Areas not permitted for diver access are to be sealed off.

12.3.3. Working Hours

There are no restrictions to working hours on this site (24 hours availability), however appropriate consideration to the level of noise generated (excessive noise – e.g. no metal cutting), outside the hours listed below, needs to be given.

Monday to Saturday: 6:30am – 6:30pm

Sundays and Public Holidays: 8:00am – 7:00pm

Please refer to the following when managing the level of noise on site:

- Environmental Protection (Noise) Policy 2008
<https://www.legislation.qld.gov.au/LEGISLTN/CURRENT/E/EnvProtNoPo08.pdf>
- Noise Control Guideline (Department of environment and Heritage Protection)
<https://www.ehp.qld.gov.au/assets/documents/regulation/ts-ql-planning-for-noise-control.pdf>

12.3.4. Clean Up Standards

The Contractor is required to ensure the ship is prepared in accordance with the requirements of the tidal works development approval. This approval will be provided to the Contractor by the Principal as it becomes available. The Contractor should expect to meet best practice for ship preparations provided through international conventions and similar to ex-HMAS Canberra and ex-HMAS Adelaide

12.3.5. Testing

Any testing required is to be by an independent authority, and shall be carried out by an authority registered with the National Association of Testing Authorities Australia (NATA) to perform the specified testing.

12.3.6. Ensuring Diver Safety

Diver Safety is paramount, therefore in addition to the other works detailed in this scope of services, the following works are required to ensure diver safety in both the short and long term life of the dive site;

- a) The decks, bulkheads and hull are to be removed of any hazardous objects;
- b) Cable struts, and other protrusions, considered hazardous are to be removed and finishes are to be flush to surfaces (to avoid air tanks and likes being caught up);
- c) Unsafe areas are to be suitably designed or sealed to deter or disinterest divers;
- d) Openings are to be designed to ensure access cannot be blocked
- e) Any other foreseeable measures deemed necessary to ensure diver safety.
- f) Consider long term diver safety and the deterioration of the vessel over time.

12.3.7. Removal of Problematic Substances

Any Problematic Substances contained within the ship must be managed, and disposed of at the sole expense of the Contractor:

- a) In a safe and professional manner; and
- b) In accordance with all applicable laws and regulations and the requirements of any Government Agency

The Contractor is required to establish and maintain a Problematic Substances Register, identifying;

- a) Problematic Substances by types and location within the Ship
- b) If it has been removed or remains in place following the preparation for scuttling.
- c) The treatment that has been applied to make safe any problematic material that remains on the ship.
- d) How items removed off the ship have been disposed of.

12.3.8. Demolition

All required demolition works are to be carried out in accordance with applicable standards and regulations.

Evidence of the following is required before demolition works can commence;

- a) A permit to demolish has been obtained from the appropriate authority;
- b) a Structural Engineer or Naval Architect (as appropriate) has certified that the demolition works proposed will not affect the structural stability of the Ship and/or its parts remaining after demolition, and can be carried out safely;
- c) All precautions necessary for protection of persons and property have been taken and suitable protective and safety devices provided to the approval of the relevant authority;
- d) All works proposed are in accordance with design documentation endorsed by the Principal or its authorised representative.

The Ship will be required to be prepared in a manner consistent with the prescribed navigational depth clearances (-5m LAT) to any superstructure at the final dive site. This does includes the removal of part of the mast and the funnel. The contractor is required to provide all necessary additional strengthening to make the remaining structure, structurally sound.

These works are to be conducted under the direction of a structural engineer or naval architect.

Any superstructure removed should be considered for re-attachment on the ship's decks and/ or elements may be required to be retained by the Principal for historical heritage purposes offsite such as the mast and the ship's active honour board mural on a bulkhead.

Demolition works associated with the ship preparation, include but are not limited to;

- a) All documentation, planning and management to comply with the requirements for safety, and environmental management
- b) Hazard identification, risk assessment, elimination and control to comply with OHS management obligations
- c) Disconnect and/or decommission of existing services
- d) Removal of all redundant services, wiring, plant, equipment, tanks, ballast etc.
- e) Cutting holes, demolition of materials, and the removal of any parts of the superstructure.
- f) Protection measures for the public and site personnel, including but not limited to fencing, hoardings and warning noises
- g) Protection of all property, structures and services not to be demolished, disconnected or decommissioned
- h) Removal from the site all debris, rubble, rubbish, stockpiled materials, hazardous substances and other items not salvaged or preserved.

Items to be salvaged for the Principal, the following items shall remain the property of the Principal and are to be, recovered intact, clean, stored and protected from damage until agreed collection time;

- a) Any item of historical or other significance as reasonably requested
- b) Honour board mural and ships moto on bulkheads
- c) Pipe with mural of punishments awarded
- d) Drawings on doors and wall in heads

Items to be preserved, the following items are to be preserved and protected in existing positions;

- a) Any item of historic or memento value that do not impact on the effective operation of the Ship as a dive site or artificial reef.
- b) Any item of interest to dive groups regarding the operation of ships equipment or life on board for sailors and embarked troops.

12.3.9. Surplus Equipment

Any surplus equipment, not required as part of the dive wreck can be removed for resale at acceptable market value in consultation with the Principal. It is expected that any funds generated from the sale of goods or recycling will be used to offset the cost of the project. Removable materials and/or items should be recycled in an appropriate manner including at suitable recycling facilities.

Detailed records of materials and items removed will be required. Security at, stability of, and safety on, the work site is of utmost importance.

12.3.10. Inspections

The Contractor is to accommodate and provide safe access for all necessary inspections.

The Contractor is to rectify any defects, or conduct any additional works required/identified from such inspections. The Principal is to be briefed/notified before commencement of any such works.

The Principal is to be provided with a proposed schedule of such inspections and is to be given enough notification (48hrs) to have the opportunity to attend.

12.4. Dive Design (and Documentation) (Milestone 3)

The Dive Design will form a major component of the preparation works.

The Principal will form a Diving Working Group to enable stakeholder input into the Dive Design.

The Contractor will be required to attend these working group meetings, present information and progress reports. The ultimate Dive Design for the ship will be approved by the Principal in consultation with the Contractor and the Diving Working Group.

Diver access will be considered for all key locations/compartments on the ship. Smaller compartments and tanks are to be secured to prevent diver access.

A concept Dive Design is to contain sufficient drawings and other information to fully detail the works scope, extent of modifications required, new and/or widened openings, closures, proposed signage etc., and is to be submitted to the Principal for review.

12.4.1. Dive Design Principals

In consultation with stakeholders, to optimise dive design, the following key design principals apply, but are not limited to;

- a) Suitability for different levels and experience: design is cost-effective, attractive to the dive industry and suitable for different certification levels
- b) Satisfies Diving Codes: dive design meets all relevant safety standards and statutory requirements.
- c) Diver Safety: design and implementation of ship modifications is to produce a safe dive site.
- d) Removal of Unnecessary Ship Fabric: removing all unwanted machinery, cabling, insulation, non-structural partitions, hatches/doors and any other item that could impede on diver safety
- e) Retention of Ship Fabric & Equipment: retain items of the ship's original fabric to preserve key aspects of the ship's character and history, subject to safety, and authority requirements.
- f) Dive Site Signage: signage to facilitate the divers experience, including statutory and safety advice, visual information regarding the ship, and identification signs.
- g) Long-term management: – Consideration should be given to the whole of life costs of managing the ship as a dive wreck. This will include consideration of how to minimise deterioration of the ships structure over time.

12.4.2. Diver Safety Plan

A Diver Safety Plan must be prepared, in consultation with stakeholders, taking into account all foreseeable risks to divers. The requirements that come out of the plan are to be fully reflected within the design documentation.

The Diver Safety Plan is to be submitted to the Principal for review and feedback prior to proceeding with any substantial design activities. Allow ten (10) working days for the Principal's review and feedback. Any omissions, defects, non-compliance issues or other shortcomings raised by the Principal are to be addressed before proceeding.

12.5. Approvals and Certification

At the completion of each relevant design and construction activity, the Contractor is to obtain and provide to the Principal a certificate prepared by the relevant approver stating that the works fully comply with all applicable regulation statutory requirements.

A Registered Professional Engineer of Queensland (RPEQ) – Naval Architect, is to provide certification that any structural drawings, details, specifications and recommendations comply with relevant standards, codes and regulations for the required works.

12.6. Scuttling Process Design and Preparation (Milestone 4)

12.6.1. Scuttling Process (Design)

- a) The design and implementation of the scuttling process is to address and ensure the following:
 - i) That the Ship settles on the seabed with its structural integrity maintained.
 - ii) The Ship is in an upright position, the correct location, depth and orientation.
- b) The process to prepare the ship for scuttling may include, but is not limited to, the design and placement of explosives and ballast, cutting of additional holes for air to escape, and other works
- c) The contractor is to prepare a Scuttling Management Plan for the Principal's review and comment, which is to include all aspects of the scuttling process, ship preparations, arrangements for the scuttling event, post scuttling activities etc.
- d) The Contractor is to allow for the recording of the event, including video and photographic records, and is to provide the Principal with a copy in an agreed format. The extent of video and photographic records required will be determined between both parties. The Principal retains copyright on, and the control over the use of all recorded information. The Principal will not unreasonably withhold opportunities for the Contractor to utilise the material for its direct promotional purposes only.

12.6.2. Scuttling Management Plan

The Scuttling Management plan is to be developed in consultation with the Principal and, is to address all aspects of the scuttling process including but not limited to the following;

- a) Ship Preparation and Scuttling methodology and seabed preparations
- b) The Qualified Personnel involved and their sign off of proposed methodology
- c) Use of explosives (if required) and safety considerations
- d) All necessary permits and approvals
- e) Scuttling event arrangements – security, management of scuttling area, exclusion zones (establishment and enforcing), warning signages/protocols, marine life protection, viewing requirements/interest, media interest etc
- f) Updated Design Hazard Register
- g) Post scuttling activities
- h) Contingency Plan (possible mishaps during scuttling)

12.7. Transportation to Scuttling Site (Milestone 5)

12.7.1. Approvals and Licences

The Contractor is to provide the Principal with a copy of all licences and approvals required, and pay all associated fees prior to commencing the transportation of the Ship to the scuttling site.

This may include, but are not limited to:

- a) Towing Permit(s), including all necessary Towing Condition Stability Reports.
- b) Booking of Pilots via QShips (Queensland Shipping Information Planning System) account
- c) Any activity to ready the Ship for sinking must be carried out in a manner that does not pollute waters.

12.7.2. Towing

The Contractor is to ensure that:

- a) the Ship is fit for Tow
- b) The Ship while within pilotage waters and under Tow is properly equipped and supplied to the extent reasonably required.
- c) All towage and preparation of the ship for scuttling by the contractor, is to be carried out in accordance with all relevant legislative requirements
- d) Consideration of a riding crew on board the ship whilst under tow
- e) Emergency response provisions in place for the tow.
- f) The Principal is to be kept informed of ships proposed and confirmed departure date and time, proposed arrival time at site as well as progress reports as required.

12.7.3. Towing Plan

The Towing plan is to clearly demonstrating how the contract and other requirements are to be satisfied, and detailing/confirming all arrangements for the towing activity. It shall also include consideration of all the modifications that have been undertaken in preparing the Ship as a dive site and for scuttling, especially in relation to stability and strength of the Ship during tow.

The Towing Plan is to be submitted to the Principal twenty (20) days before scheduled date for towing is to commence, to enable the Principal and Harbour Master to review and provide feedback and for the Contractor to amend if required.

12.7.4. On site

Once Ship arrives at the scuttling site, it is to be securely held in place for final scuttling preparations, including all necessary inspections of, and preparation works to the seabed.

12.8. Managing the Scuttling of the Ship (Milestone 6)

12.8.1. Scuttling and Site Preparations

Pursuant to the final Scuttling Management Plan, the Contractor is to undertake all necessary ship preparations for scuttling and seabed works which are appropriate and safe to implement prior to towing the vessel to the scuttling site.

12.8.2. Scuttling Event and Timing

Interest in viewing the scuttling will be considerable, and will include various stakeholders, the Principal and its representatives, media, and the general public, and its imperative that there is opportunity for them to observe the scuttling event.

Eight (8) weeks prior to the nominated date for scuttling (project plan), the Contractor is to provide three (3) alternative dates (with times) within a two (2) week period for the scuttling to occur. This is to allow the Principal some flexibility in ensuring state representatives and key stakeholders are available. The Principal is to confirm the preferred date within two (2) weeks of receiving those dates.

A clear line of communication is to be available between the Contractor and Principal up to and including the date and time of scuttling to ensure effective communications and planning for the event.

The Contractor is responsible for all aspects of the safe implementation of the scuttling event, therefore the Contractor's requirements for the safe implementation of the scuttling event shall take precedence, including the appropriate timing, safety measures, response to sea and weather conditions, and re-scheduling if necessary.

12.9. Post Scuttling Activities (Milestone 7)

12.9.1. Post Scuttling Activities

Post Scuttling activities are to be as per final Scuttling Management Plan and is to include, but are not limited to;

- a) Retrieving any debris after scuttling.
- b) Ensuring that all charges have detonated and that there is no internal damage to the ship as is reasonably able to be determined on the day.
- c) Undertaking a post-sinking dive inspection by suitably qualified divers to confirm the wreck is upright on the seabed, along with the safety and security of the ship.
- d) Rectifying any defects, omissions, unexpected damage or other deficiencies, and any necessary repairs to be made to scuttling holes and temporary works.
- e) Disassemble any temporary measures. barriers, signage and the like.
- f) Finalise registers/ staff sign-offs and other necessary actions immediately following the event.
- g) Provide immediate post event debriefing of personnel and Principal and the Principal's nominated representatives.
- h) Provide all photographic and video records and other information to facilitate the Principal's media/ communication requirements.
- i) Install any necessary additional signage on or in the scuttled Ship to meet statutory requirements, ensure safety, or as part of the information/diver direction signage allowed for in the dive site design and documentation (but not installed prior to scuttling).
- j) Conduct survey of ship and prepare stability report
- k) Any other necessary activities.

12.9.2. Life Cycle Maintenance

An Asset Management Plan is required based on a forty (40) year life cycle, noting;

- a) Recommended Life Cycle activities
- b) Periodic inspection requirements, listing key activities, inspection details and description of expected repair/maintenance works for each interval. (eg.monthly, quarterly, annually etc)

12.9.3. Long Term Monitoring

All long term monitoring will be managed under a separate contract and may be conducted by another party.

13. SHIP HANDLING AND RISK PLAN

Any information provided by the Principal is not to be considered exhaustive and must not be relied upon by the Contractor. The Contractor must undertake its own detailed analysis of all risks under the Contract.

Refer to Schedule 5 of Services Contract for minimum standards required for the Ship Handling and Risk Plan

14. HEALTH AND SAFETY

In the provision of the Scope of Work, the Contractor shall use all reasonable commercial and other efforts to ensure the health and safety of its employees, agents, contractors and sub-contractors.

Adherence to the following legislation and codes of practice:

- a) *Workplace Health and Safety Act 2011*
- b) *Demolition Work Code of Practice 2013*

14.1. Work Place Health and Safety Requirements

The Contractor must comply with and ensure that its employees, subcontractors and agents comply with any acts, regulations, local laws and by-laws, codes of practice, Australian Standards and the departments OHS policy and procedures which are in any way applicable to this contract or the performance of the services under this contract.

Note: this provision simply recites obligations that are independently imposed upon the party by force of law, particularly the operation of the relevant general duties provisions of the governing OHS statute.

14.2. Appointment as Principal (Primary) Contractor

Unless otherwise specified, the Contractor, having responsibility for the required works at all times until the work is completed under the Contract, is appointed Principal (Primary) Contractor and controller of the premises for the required work.

14.3. Health and Safety Management Plan

Develop and implement a Health and Safety Management Plan that complies with the OHS legislation. The Contractor is to submit a Health and Safety Management Plan no later than 14 days before works commences. The plan is to ensure that all hazards are identified and risks are mitigated.

Any information provided by the Principal is not to be considered exhaustive and must not be relied upon by the Contractor. The Contractor must undertake its own detailed analysis of all occupational health and safety risks under the Contract.

Refer to Schedule 6 for the Services Contract for minimum standards

15. ENVIRONMENTAL MANAGEMENT

In the provision of the Scope of Work, the Contractor shall use all reasonable commercial and other efforts to aid in the preservation of the environment.

Adherence to the following legislation and codes of practice:

- a) *Environmental Protection Act 1994*
- b) *Coastal Protection and Management Act 1995* (Coastal Act)
- c) *Biodiversity Conservation Act 1999*
- d) *Transport Operations (Marine Safety) Act 1994*
- e) *Transport Operations (Marine Pollution) Act 1995*
- f) Port of Bundaberg Port Procedures Manual

The Contractor is required to minimise environmental harm or damage caused by the Preparation works. Environmental considerations needs to be given to:

- a) Trees must be protected from damage from ground-works. Consideration needs to be given to the potential harm caused by storage and handling of bulk materials, impact of any harmful substances used, excessive ground disturbance, compaction and disturbance of topsoil.
- b) Rubbish and waste management on site is to be managed to reduce hazards or pollution of surrounding areas.
- c) Storage, handling and use of any toxic substances and managing any spills.
- d) Any other activity that could impact on the integrity of the environment.

15.1. Environmental Management Plan

Any information provided by the Principal is not to be considered exhaustive and must not be relied upon by the Contractor. The Contractor must undertake its own detailed analysis of all Environmental risks under the Contract.

Refer to **Appendix 8** "HMAS Tobruk Inventory Hazardous Materials"

Refer to **Schedule 7** of Services Contract for minimum standards required for the Environmental Management Plan.

16. MEDIA COMMUNICATIONS

All media communications and publicity associated with the contract are to be undertaken by the Principal or only with the Principal's prior approval. No media communications, comments to the media, publicity, promotional activities, social media or other similar communications about the contract are to be undertaken by the Contractor, the Contractor's subcontractors, suppliers, consultants or any other party working in relation to the contract or acting on behalf of the Contractor in any way without the Principal's express and written prior approval. The Contractor is to provide the Principal with all the details about any proposed communications. The Principal is not bound to approve any such requests relating to media communications, comments to the media, publicity, promotional activities or other similar communications about the contract. The Principal will not unreasonably withhold opportunities for the Contractor to utilise material for its direct promotional purposes only.

17. PUBLIC EVENTS

17.1. Open Day

Public interest in this project is considerable, and the contractor where possible, is to provide reasonable opportunities for community groups or individuals to visit and see the Ship and Preparation works.

Prior to the commencement of the major preparation works, there may be a requirement for a public open day for the community to access the ship's deck areas. A similar opportunity for an open day may exist prior at the completion of preparations but prior to towing to the scuttling site.

17.2. VIP Event

Prior to the commencement of the major preparation works, there may be a requirement for a one-off 'by invitation only' community fund raising function on one of the helicopter decks.

Offerors must outline their potential support and proposed approach to these events while maintaining appropriate safety management.

18. COMMUNICATION, REPORTING AND DESIGN REQUIREMENTS

18.1. Design Documents

The Contractor's design documents and other information submitted during the course of the Contract must fully and, to the satisfaction of the Principal, adequately describe the proposed design, materials, work scope and methodologies. All necessary drawings, diagrams, technical details and other necessary documentation to achieve this are to be provided. Documents submissions are to be in hard copy and suitable electronic format.

18.2. Project Plan / Gantt Chart

The Project Plan / Gantt Chart is to be reviewed and updated regularly (timeframe to be agreed by both parties), based on scheduled progress; milestones; external dependencies; and provided to the Principal on a regular basis.

18.3. Meetings

Various meetings will be required throughout the course of the contract, including:

18.3.1. Start Up Meeting

Start-up meeting to be held in Bundaberg within fifteen (15) business days after both parties have signed the contract. Meeting will include: Induction of the Contractor to the site by the Principal and formal handover of the ex-HMAS *Tobruk*.

18.3.2. Progress Review Meetings

Progress Review meetings will be convened at monthly intervals to discuss performance against agreed Scope of Work, and to provide statistical information and feedback.

The Contractor will be required to; prepare the required reports addressing the below items, and to record the meeting notes and actions arising from these meetings.

The Principal may request, with 72 hrs notice, additional reports as required.

The Scope of Work review meetings/reports will focus on:

- a) Key Issues
- b) Status of works against the project plan, showing planned and actual progress
- c) Status of design, documentation and approval activities, and other relevant issues
- d) Status of expenditure to date, (planned and actual) and any variations
- e) Events affecting progress and the number of days delay identified
- f) Events with the potential to affect progress.
- g) Particulars of any remedial action taken/ required and their effect on progress.
- h) Forecast completion date of each activity and the forecast dates for the completion of each milestone
- i) Other information relevant to the progress of the works.

Attendees; an attendance register should be taken and all absent representatives noted.

Location; progress meeting are to be held in Bundaberg.

18.3.3. Required Reports and Frequency

- a) Incidents Reports (written) are required within 24hrs of incident occurring. Incidents can include but are not limited to; Security breaches, changes to Ship Safety, workplace injuries etc.
- b) Monthly Reports are required for:
 - i) Local Jobs - number of local/regional people working on the job/timeframes of employment etc. direct and indirect
 - ii) Inventory of waste /materials removed from Ship - items and quantities, methods and locations of disposal
 - iii) Progress Report
- c) Project Completion - Summary of Project Statistics
 - i) Total volume of waste removed from the Ship and the methods and locations of disposal
 - ii) Local Jobs – total number of jobs, direct and indirect
 - iii) Number of Days/hours used on project

- iv) Total expenditure
- d) Queensland Charter for Local Content – Project Outcome Report as per Clause 3(a)(iii)
- e) Reporting requirements as per Clause 3 of Services Contract

18.3.4. Close Out Meeting

Close out meeting is to take place in Brisbane at 400 George Street within twenty (20) business days of the scuttling of the ship to provide final reports.

18.4. Audit and Review

For the purposes of audit, and/ or review, the Contractor, upon request is to make available all records that are relevant to compliance with the requirements of the Contract, including those of or relating to Subcontractors or other suppliers. The Contractor is to provide all reasonable assistance during audits or reviews and is to promptly implement effective corrective action on matters disclosed by an audit or review. **Clause 20(a) and 26(a) Services Contract**

19. APPENDICES

- a) Appendix 1 – Site Survey Data Multibeam Image
- b) Appendix 2 – Site Survey Data Depth
- c) Appendix 3 – **DSD List**
- d) Appendix 4 – Marine Execution Plan
- e) Appendix 5 – ex-HMAS *Tobruk* proposed operational area
- f) Appendix 6 – Hydrographic Survey – Bulk Liquids Berth
- g) Appendix 7 – ex-HMAS *Tobruk* Mooring Arrangement
- h) Appendix 8 – HMAS *Tobruk* Inventory of Hazardous Materials

Department of National Parks, Sport and Racing
Record of Procurement Activity
Part B – Recommendation (Expression of Interest)
TRB14A – Ship Preparation and Scuttling of ex-HMAS Tobruk



This evaluation has been undertaken in response to Expression of Interest (EOI) TRB14A Ship Preparation and Scuttling of ex-HMAS *Tobruk* and in accordance with the departments Supplementary Guideline - Evaluating.

1.0 Responses

Proposals were submitted from:	<div style="border: 1px solid red; padding: 5px;">sch4p4(7)(1)(c) Business/commercial/professional/financial affairs</div> <ul style="list-style-type: none"> Birdon (Qld) Pty Ltd <div style="border: 1px solid red; padding: 5px; height: 150px;"> ch4p4(7)(1)(c) Business/commercial/professional/financial affair </div>
Were any proposals submitted after the closing date/time?	Yes ☐ No ☒

2.0 Individual Evaluation and Moderation

Each Panel Member reviewed the proposals and awarded rating for each proposal against the criteria. Any inconsistent Panel ratings (generally a difference of 2+ points in ratings awarded) were discussed and moderated as necessary. Individual ratings and final moderated ratings (including any changes in individual scoring) are documented in the Evaluation Matrix at **Attachment A**.

Were there significant variances in the panels scoring / comments identified: Yes ☐ No ☒

3.0 Clarification

Was clarification required from any offeror/s?	Yes ☐ No ☒
--	---

4.0 Evaluation Criteria

Evaluation Criteria	Criteria Weighting
Criteria 1. Proposed Methodology Respondent's indicative project proposal/methodology to deliver the objectives.	50%
Criteria 2. Experience and Key Personnel Respondent's ability to demonstrate through their submission, their skills, knowledge and experience in delivering similar projects of varying size, risk and complexity.	25%
Criteria 3. Local Jobs Respondent's ability to demonstrate through their submission, their ability and commitment to employ local contractors (various types of work and length of employment) Eg. number of jobs (direct and indirect); Types of Jobs; Opportunities for longer term employment	20%

Criteria 4. Timeframes Respondent's indicative proposed timeframes.	5%
Total Weighting	100%
Indicative Costing (non-weighted criterion)	Weighting N/A

5.0 Short-Listing Process

Shortlisted proposal were those that the Evaluation Panel determine meet the following:

- Methodology focused on creating a dive experience.
- Demonstrated experience in management of decommissioning large ships.
- Demonstrated expertise in scuttling large ships.
- Demonstrated commitment to local employment and community engagement.
- Offers that scored greater than 350 were shortlisted

6.0 Recommendation

The evaluation panel recommends the shortlisting and progression to Stage 2 of the proposal received from the following;

Company	Indicative Cost (inc.GST)	Proposed Timeframe
Birdon (Qld) Pty Ltd	\$5,152,520	13 Months
7)(1)(c) Business/commercial/professional/finance	\$7,204 000	18 Months
	\$7,710,000	13 Months
	\$6,780,000	17 Months

Evaluation Panel Chair

I declare that I have evaluated all proposals received in accordance with the Supplementary Guideline – Evaluating. I further declare that I have no conflicts of interest with any of the companies that submitted proposals.

The recommended proposals delivers the department's requirements for progression to Stage 2

Name: Steve Hoseck

Position: Project Manager, ex-HMAS Tobruk and Artificial Reefs

Signature: Personal Personal In

Date: 1/6/17

Evaluation Panel Members

Evaluation Panel Member

I declare that I have evaluated all proposals received in accordance with the Supplementary Guideline – Evaluating. I further declare that I have no conflicts of interest with any of the companies that submitted proposals.

The recommended proposals delivers the department's requirements for progression to Stage 2

Name: Dan Clifton

Position: Senior Project Officer, ex-HMAS Tobruk

Signature: ch4p4(6) Personal Information

Date: 1/6/17

Evaluation Panel Member

I declare that I have evaluated all proposals received in accordance with the Supplementary Guideline – Evaluating. I further declare that I have no conflicts of interest with any of the companies that submitted proposals.

The recommended proposals delivers the department's requirements for progression to Stage 2

Name: Oliver Lanyon

Position: Senior Project Officer, Artificial Reefs

Signature: ch4p4(6) Personal Information

Date: 1/6/17

Evaluation Panel Member

I declare that I have evaluated all proposals received in accordance with the Supplementary Guideline – Evaluating. I further declare that I have no conflicts of interest with any of the companies that submitted proposals.

The recommended proposals delivers the department's requirements for progression to Stage 2

Name: Jonathan Beatty

Position: A/Harbour Master, Maritime Safety Queensland

Signature: ch4p4(6) Personal Information

Date: 1/6/17

Procurement Officer Endorsement:

I authorise that this evaluation was undertaken in accordance with the departmental Procurement Policy, Procedure and Supplementary Guideline – Evaluation.

Refer to the department's Procurement Authorisations

Name: Kylie Rampton

Procurement Authorisation: 3

Signature:

Date:

Executive Endorsement:

Based on the information provided in this Record of Procurement Activity, I support the progression to Stage 2 of the recommended proposals

Name: Neil Cambourn

Position: Executive Director,
Great Barrier Reef, Marine, Coastal, Islands

Signature:

Date:

Privacy statement: The information on this form is to be used to inform and to gain the approval of the relevant parties prior to any procurement process being undertaken. This information will only be disclosed externally if required by law.

ATTACHMENT A – Evaluation Matrix

Preparation, Towage and Scuttling Services Contract for the ex-HMAS Tobruk Dive Site

Parties	State of Queensland acting through the Department of National Parks, Sport and Racing PO Box 15216 City East QLD 4002 Email: [insert] (Principal)
	[Insert full company or individual name] ACN [insert] [Insert address] Email: [insert] (Contractor)

By signing below, the parties are entering into a contract that consists of this cover page and the attached terms and Schedules.

Signed by [Insert Name and Position] on [Insert Date] as duly authorised delegate of the Principal
Signature of [Insert Name and Position]
Signature of Witness:
Full name of Witness:

Signed for and on behalf of the Contractor in accordance with s.127 of the Corporations Act 2001 (Cth):
Signature of Director
Full name of Director
Signature of Director or Company Secretary
Full name of Director or Company Secretary

OR

Signed for and on behalf of the Contractor by its authorised CEO:
Signature of CEO
Full name of CEO

Schedule 1 - Parties' representatives

1.1 Principal Representative	Name: Position: Telephone: Email: [insert details]
1.2 Principal Executive	Name: Position: Telephone: Email: [insert position of person who is escalation point for dispute resolution]
1.3 Contractor Representative	Name: Position: Telephone: Email: [insert details]
1.4 Contractor Executive	Name: Position: Telephone: Email: [insert position of person who is escalation point for dispute resolution]

Schedule 2 - Scope of services

[This document will be the Scope of Services Attachment 1 from the ITO updated to include changes as a result of any negotiations with Successful Tenderer]

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Schedule 3 - Service Timetable

[This document will be the Service Timetable from the Scope of Services in the ITO updated to include changes as a result of any negotiations with Successful Tenderer]

Deliverable No.	Deliverable	Due date

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Schedule 4 - Service Fee

[This document will comprise the Tenderer's pricing response to the ITO updated to include changes as a result of any negotiations with Successful Tenderer]

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Schedule 5 - Vessel Handling and Risk Plan

Minimum standards - Vessel Handling and Risk Plan

- (a) *The Contractor:*
- (i) *will be a registered business entity;*
 - (ii) *will be auditable by the Principal and provisions should be made for site visits (if required);*
 - (iii) *will be in possession of all relevant permits, approvals and licences to undertake the Services as is required by international, national and local agencies, and will provide a list and evidence of these on request;*
 - (iv) *will have adequate insurance to cover health and safety liabilities and environmental remediation in compliance with local legislation;*
 - (v) *will identify all entities to be involved in the process of providing the Services, including employees, sub-contractors, waste management companies, asbestos removal companies, and provide evidence of their licences, approvals, permits, etc;*
 - (vi) *will have prior experience in providing the services similar to the Services and will have professional references readily available;*
 - (vii) *will declare whether it, its parent company(ies), subsidiaries or affiliates, or any proposed sub-contractors or other entities involved in the recycling process, has received any fines, notices, etc. from regulatory entities in the last five years arising from or related to its recycling activities or relating to or arising from any breach of environmental legislation;*
 - (viii) *is recommended to make reference to the following sets of Guidelines throughout the process of providing the Services:*
 - A. *Technical Guidelines for the Environmentally Sound Management of the Full and Partial Dismantling of Ships developed by the Secretariat of the Basel Convention;*
 - B. *IMO Guidelines on Ship Recycling developed by the International Maritime Organization;*
 - C. *International Labour Organisation Guidelines on Safety and Health in Shipbreaking; and*
 - D. *Safety and Health in Shipbreaking: Guidelines for Asian countries and Turkey developed by the International Labour Organization;*
 - E. *Convention on the Prevention of Marine Pollution by Dumping of Wastes and Other Matter 1972; and*
 - (ix) *has in place systems and competencies allowing it to meet the requirements of the Environmental Management Plan and the Health and Safety Management Plan.*
- (b) *The Contractor will provide details of the methods and procedures involved, and sequencing of, the process for providing the Services, including work that will be accomplished while the ship is at the Nominated Location and at the Nominated Site.*

These should reflect practices recommended in the ILO, IMO and Basel Convention Guidelines.

(c) *The Contractor is required to detail the following elements in the Vessel Handling and Risk Plan:*

- (i) *a schedule showing the progressive order in which the Services will be carried out and the Deliverables;*
 - (ii) *details of the arrangement of the Nominated Location and the Nominated Site to accommodate the flow of regulated material and completion of Services, including the production flow of hazardous/regulated material and the layout/arrangement of the Nominated Location;*
 - (iii) *details of the arrangements with other facilities for the safe handling, transport and ultimate recycling/disposal of all wastes;*
 - (iv) *step-by-step procedures to be followed when performing the Services, including:*
 - A. *plans for using wharf and barge landing area;*
 - B. *environmental monitoring types and frequencies;*
 - C. *procedures for identification and labelling of hazardous materials/substances and Problematic Substances;*
 - D. *measures to be taken to ensure stability and strength of the ship during delivery of the Services;*
 - E. *measures to be taken to prevent slag or other contaminants from entering the water;*
 - F. *cleaning tanks and bilges;*
 - G. *dealing with piping and fittings (not burning but cutting);*
 - H. *transporting Ship to Nominated Site;*
 - I. *plans for setting of any required explosives;*
 - J. *creating a safety zone around Ship when explosives on board;*
 - K. *plans for arming the explosives (if required);*
 - L. *ensuring Ship is sited correctly (including clearance dives);*
 - M. *reinstating the Nominated Location to the state it was prior to commencement.*
- [CU Note: ensure that any other steps QWPS includes in Scope of Services are included here].*
- (v) *procedures to be used for securing the Ship in the event of Extreme Weather;*
 - (vi) *procedures for managing Ship stability and seaworthiness at Nominated Location*

- (vii) *procedures for confirming that the Ship has been sited correctly and is stable at the Nominated Site; and*
 - (viii) *procedures for spill/contamination clean-up and notification.*
- (d) *The Nominated Location is required to have procedures in place for hot work, cutting and entry into confined spaces on-board ships including:*
 - (i) *'Gas free for hot work' certification carried out by a relevant and appropriate body;*
 - (ii) *ongoing monitoring of enclosed spaces;*
 - (iii) *ongoing ventilation of tanks and compartments;*
 - (iv) *cleaning of oil tanks and compartments before hot work commences; and*
 - (v) *testing of compartments for presence of toxins, corrosives, irritants and flammable vapours before entrance and commencement of cutting and hot work.*

Schedule 6 - Health and Safety Management Plan

Minimum standards - Health and Safety Management Plan

- (a) *The Contractor is required to implement methods and procedures to protect, monitor and enforce work health and safety. These should reflect applicable requirements of national legislation and, where appropriate, the International Labour Organisation (ILO) Guidelines on Safety and Health in Shipbreaking and the Codes of Practice annexed to the Basel Convention.*
- (b) *The Nominated Location, the Nominated Site and the Ship are required to have procedures in place to cover the following operations in respect of work health and safety:*
 - (i) *confined and enclosed spaces (procedures for identifying and working in dangerous atmospheres);*
 - (ii) *welding, cutting, grinding and heating (procedures for ventilation, personnel monitoring for lead/cadmium/mercury/beryllium exposure, protection of personnel, training, respiratory protection, torch cutting, permits and inspections (including hotwork certification));*
 - (iii) *fire prevention/protection (procedures for fire watch, raising alarm, hazards, fire extinguishers, hose lines, water supply, firefighting equipment, training, proper handling and storage procedures and identification of potential ignition sources);*
 - (iv) *compressed gas cylinders (procedures for transporting, moving, securing and storing, and the use of hoses and torches in the vicinity of or on the bottles);*
 - (v) *scaffolds, ladders and workman aloft, other working surfaces (procedures for use of personnel flotation devices, guarding of deck openings and deck edges, platforms, personnel fall arrest systems, guardrails and access to ships);*
 - (vi) *housekeeping and temporary lighting (procedures for work areas, including aisles, passageways and temporary floor openings);*
 - (vii) *health and sanitation (availability of toilet and washing facilities, changing rooms and eating and recreational areas);*
 - (viii) *communication of hazards (procedures for providing information to employees on potential hazards associated with the job);*
 - (ix) *Asbestos Abatement Program or similar (exposure assessment processes, use of regulated areas, in-process monitoring procedures, engineering controls and work practices, qualified personnel, measures to prevent exposure of workers and the environment to asbestos) – see ILO Code of Practice (Appendix C of Basel Guidelines);*
 - (x) *gear and equipment for rigging and material handling (procedures for testing and inspection of ropes, chains, slings and hooks, chain-falls and hoisting and hauling equipment) and Personal Protective Equipment (procedures and equipment for protection of employees from risks associated with ship recycling);*
 - (xi) *employee emergency plans (emergency escape routes, procedures to account for employees during evacuations, alarm systems, weather plans,*

rescue and medical duties, treatment of injured personnel and training procedures);

- (xii) *Lead Abatement Programme or similar (procedures to provide ventilation, hygiene facilities and practices, shower/change rooms, warning signs, medical surveillance, exposure monitoring, testing and training);*
- (xiii) *spill containment and emergency response plans (procedures for clean-up activities, emergency equipment, site security, etc.); and*
- (xiv) *diving operations (a full diving programme, if required).*
- (c) *The Contractor is required to have a system which reports, records and notifies work-related injuries, diseases and death.*
- (d) *The Contractor is required to ensure the competence of its employees through safety and skills (use of tools, machines and other equipment) training.*
- (e) *The Contractor is required to monitor its workers' work health and work environment and provide work health services as required.*

Schedule 7 - Environmental Management Plan

Minimum standards - Environmental Management Plan

- (a) *The Contractor will implement methods and procedures to protect the environment. These should reflect applicable requirements of national legislation and, where appropriate, the Basel Convention Technical Guidelines for the Environmentally Sound Management (ESM) of Dismantling of Ships and, if applicable, in the country in which the Services are to take place, the Hong Kong Convention. However, compliance with the Hong Kong Convention is in addition to, and does not detract from, the obligation to also comply with the Basel Convention and MARPOL.*
- (b) *The Contractor is required to provide evidence satisfactory to the Principal Representative that it, the Nominated Location and the Nominated Site demonstrate the following in respect of the environment:*
- (i) *that it engages in safe and effective waste management and has operational waste reception facilities (for storage of waste on site prior to remediation, recycling and/or disposal either on or off site);*
 - (ii) *that it has procedures in place for managing (including identification (sampling/analysis), abatement, removal, treatment, storage, transportation and disposal) potentially hazardous materials/substances, including:*
 - A. *fuel, lubricants and coolants; chemicals in drums, buckets, pressurized bottles, stored solvents and other chemical stocks;*
 - B. *cargo residue - floatable materials (e.g. Plastics, Styrofoam, etc);*
 - C. *materials possibly containing PCBs, (e.g. wiring insulation, paints, transformers, lighting ballasts, capacitors and other electrical items if installed before 1986);*
 - D. *waste water/sludges, sewer or grey water, residues of bilge and ballast water;*
 - E. *harmful aquatic organisms, non-indigenous species and marine growth in ballast water and on the hull, and sediments in ballast tanks;*
 - F. *asbestos used in older ships as insulation material;*
 - G. *chromium (e.g. ballast water treatment, paint coatings, gaskets, etc.); and*
 - H. *paints (e.g. collection and containment of all wastes resulting from paint removal process);*
 - I. *heavy metals; and*
 - J. *batteries*
 - (iii) *that work will be carried out in a controlled environment so that any loss of pollutants can be contained, monitored and managed (e.g. Bunds and booms for wet dock work, work planning to minimise pollutant loss, etc.);*

- (iv) *that the local environment is monitored at regular intervals to mitigate the effects of pollution. A monitoring programme is required for:*
 - A. *ground/groundwater;*
 - B. *seawater/sediments; and*
 - C. *air, noise, vibrations;*
- (v) *that it has satisfactory management controls and procedures in place to perform the above tasks.*

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Schedule 8 - Information Documents

- a) HMAS *Tobruk* General Arrangement Drawing
- b) HMAS *Tobruk* Compartment Photos
- c) Appendices
 - i) Appendix 1 – Site Survey Data Multibeam Image
 - ii) Appendix 2 – Site Survey Data Depth
 - iii) Appendix 3 – DSD List
 - iv) Appendix 4 – Marine Execution Plan
 - v) Appendix 5 – ex-HMAS *Tobruk* proposed operational area
 - vi) Appendix 6 – Hydrographic Survey – Bulk Liquids Berth
 - vii) Appendix 7 – ex-HMAS *Tobruk* Mooring Arrangement
 - viii) Appendix 8 – HMAS *Tobruk* Inventory of Hazardous Materials

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Operative terms

1. Definitions

In this Contract:

Asbestos Containing Material or **ACM** has the meaning given in subregulation 5(1) of the *Work Health and Safety Regulations 2011* (Cth).

Additional Disclosee means a third party to whom Confidential Information is disclosed pursuant to clause 13.2.

Affiliate means a company, person or entity that is:

- (a) a Related Body Corporate under section 9 of the *Corporations Act 2001* (Cth);
- (b) under the Control of:
 - (i) any director of the Contractor;
 - (ii) any manager of the Contractor; or
 - (iii) any spouse, child or sibling of a person listed in paragraph (a) or (b) above.

Associate means any employee, officer, agent, consultant, supplier or contractor but in respect of:

- (a) the Contractor - excludes the Principal; and
- (b) the Principal - excludes the Contractor.

Authorisation means a licence, accreditation, permit, registration, regulatory approval, export approval or other documented authority (however described), required by law and necessary for the performance of the Services under this Contract.

Authorised Person means a person or office holder who is delegated or authorised to carry out functions on behalf of the Principal Representative in accordance with clauses 9.1(a) and 9.1(b) of the Contract.

Basel Conventions means:

- (a) the Basel Conventions on the Control of Transboundary Movements of Hazardous Wastes and their Disposal;
- (b) the Waigani Convention to Ban Importation into Forum Island Countries of Hazardous and Radioactive Wastes and to Control Transboundary Movement and Management of Hazardous Wastes within the South Pacific Region; and
- (c) includes all laws and regulations arising out of the ratification and implementation of the Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal and the Waigani Convention to Ban Importation into Forum Island Countries of Hazardous and Radioactive Wastes and to Control Transboundary Movement and Management of Hazardous Wastes within the South Pacific Region under the *Hazardous Waste (Regulation of Exports and Imports) Act 1989* (Cth).

Business Day means a day that is not:

- (a) a Saturday or Sunday; or

- (b) a public holiday, special holiday or bank holiday in Brisbane, Queensland.

Claim means any claim, notice, demand, action, proceeding or litigation and includes any claim for the payment of money or relief from performance whether the claim, notice, demand, action, proceeding or litigation:

- (a) is in any way in connection with this Contract or either party's conduct before this Contract, including any direction of the Principal's Representative;
- (b) is in any way in connection with the Services or the Centre; or
- (c) otherwise arises at law or in equity including:
 - (i) by statute;
 - (ii) in tort for negligence or otherwise, including negligent misrepresentation; or
 - (iii) for restitution.

Commencement Date means the date on which the Contract is signed by the parties, or if signed on separate days, the date of the last signature.

Confidential Information means (subject to clause 15.1(e)) information of or provided by the Discloser to the Receiving Party that is by its nature confidential information, is designated by the Discloser as confidential, or the Receiving Party knows or ought to know is confidential but does not include information which is or becomes, without a breach of confidentiality, public knowledge.

Contract means this document and any other document incorporated by reference.

Contract Material means Material that is provided by the Contractor to the Principal in the course of providing the Services whether new or existing.

Contractor Representative means the person specified in Schedule 1, or any replacement person notified by the Contractor to the Principal.

Default Notice means a notice issued under clause 22.5(b)(i).

Deliverable means an event or series of events outlined in the Service Timetable for which the Contractor is responsible, that is to be achieved to the satisfaction of the Principal Representative.

Deliverable Date means the date of achievement of a Deliverable as set out in the Service Timetable.

Discloser means the party providing or disclosing Confidential Information.

Event of Default means a default by the Contractor entitling the Principal to take action in accordance with clause 22.1 of the Contract.

Executive, in relation to a party, means the person specified in Schedule 1, or any other person notified by the party to the other party.

Extreme Weather means the presence of rain or abnormal climatic conditions (including hail, snow, extreme cold, strong winds, severe dust storm, extreme high temperature or the like or any combination thereof) at the Nominated Location, Nominated Site, and surrounding area which make it unsafe or unfit for persons to work while the same prevail.

Force Majeure means an event beyond the reasonable control of the affected party, which occurs without the fault or negligence of the affected party but, in the case of the Contractor, does not include acts or omissions of Contractor Associates or other customers of the Contractor.

GST Act means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Handover Date means the date on which the Principal gives possession and use of the Ship to the Contractor as specified in Schedule 3, or as otherwise agreed between the parties.

Hong Kong Convention means the *Hong Kong International Convention for the Safe and Environmentally Sound Recycling of Ships, 2009*, adopted by the Conference of the International Maritime Organisation on 19 May 2009.

Information Documents means:

- (a) the documents specified in Schedule 8;
- (b) all other data, document, information, record or other material provided to the Contractor prior to the Commencement Date and which were expressly stated to be Information Documents; and
- (c) any other data, document, information, record or other material obtained or prepared by the Principal and made available to the Contractor in respect of this Contract prior to the Commencement Date, whether by way of the electronic data room (made available to respondents for the purposes of preparing their binding bids) or otherwise, unless such data, document, information, record or other material is otherwise expressly stated to form part of this Contract.

Information Privacy Act means the *Information Privacy Act 2009* (Qld).

Intellectual Property Rights includes all present and future rights in relation to copyright, trade marks, designs, patents or other proprietary rights, or any rights to registration of such rights whether created before or after the date of this Contract, and whether existing in Australia or otherwise.

Law means any written or unwritten law, including a statute, regulation, by-law, ordinance, and any legal instrument, direction or order issued by a public authority or regulatory agency.

Liquidated Damages means \$TBA per day.

Local Content Targets means the performance targets for the Contractor as specified in Schedule 2.

MARPOL means:

- (a) the International Convention for the Prevention of Pollution from Ships, 1973 as modified and added to by the 1978 Protocol; and
- (b) includes all laws and regulations arising out of the ratification and implementation of the 1973 Convention and Basel Convention and the 1978 Protocol under the *Navigation Act 1912*, the *Protection of the Sea (Prevention of Pollution from Ships) Act 1983* (Cth) and all associated Marine Orders.

Material means tangible and intangible information, documents, reports, software (including source and object code), inventions, data and other materials in any media whatsoever.

Moral Rights means the moral rights granted under the *Copyright Act 1968* (Cth), and any similar rights existing under foreign laws.

Nominated Location means the area described as the molasses wharf at the Port of Bundaberg in Queensland at which the Ship will be prepared for transport to and scuttling at the Nominated Site.

Nominated Site means the area at which the Ship will be scuttled as provided in Schedule 2.

Notifiable Incident has the meaning given in sections 35 to 37 of the *Work Health and Safety Act 2011* (Cth).

Personal Information has the meaning given in the Information Privacy Act.

Plans means the:

- (a) Vessel Handling and Risk Plan, as specified in Schedule 5;
- (b) Health and Safety Management Plan, as specified in Schedule 6;
- (c) Environmental Management Plan, as specified in Schedule 7; and
- (d) any other plans as specified in Schedule 2

Principal Representative means the person specified in Schedule 1, or any other person notified by the Principal to the Contractor.

Principal Policy means any policy, guideline, standard, circular directive, practice specification or procedure which applies to or affects the performance of the Services:

- (a) which are notified to the Contractor;
- (b) which are publicly available or otherwise available to the Contractor; or
- (c) which the Contractor is expressly required by the terms of this Contract, by law or by direction of the Principal, to comply with,

as may be amended or updated from time to time.

Principal Premises means any of the following that is owned or occupied by the Principal or Gladstone Ports Corporation Limited:

- (a) an area of land or any other place (whether or not it is enclosed or built on);
- (b) a building or other structure; and
- (c) a vehicle or vessel.

Principal Property means any property or information of the Principal (including information created or obtained by the Contractor in the course of this Contract that relates to the Principal or its residents, customers, businesses or other interests) in the custody or control of the Contractor or its Associates and includes the Ship.

Privacy Laws means the Information Privacy Act, the *Privacy Act 1988* (Cth) and any other applicable law, statute, regulation, ordinance, code, standard or requirement of any government, governmental or semi-governmental body which relates to privacy or the use or protection of information about individuals.

Problematic Source means a source of ionising or non-ionising radiation, from a material or apparatus that is required to be licensed with the Australian Radiation Protection and Nuclear Safety Agency.

Problematic Substance means:

- (a) any substance identified as having ozone depleting potential, or any gas identified as a *Synthetic Greenhouse Gas*, in the *Ozone Protection and Synthetic Greenhouse Gas Management Act 1989* (Cth) or any regulations made under that Act;

- (b) any dangerous goods as defined in the Australian Code for the Transport of Dangerous Goods by Road and Rail (extant edition and as amended); or
- (c) any hazardous chemicals as defined in subregulation 5(1) of the *Work Health and Safety Regulations 2011* (Cth).

Professional Indemnity Insurance means a policy of professional indemnity insurance covering the Contractor for legal liability arising from an act, error or omission in relation to the performance of the Contractor's professional activities and duties in connection with the Services.

Public Liability Insurance means a policy of public liability insurance in the joint names of the Principal and the Contractor which covers:

- (a) the Contractor and all subcontractors from time to time for their respective rights and interests and liabilities to third parties whenever performing obligations under this Contract or relating to the Services; and
- (b) the Principal and its Associates for their vicarious liability to third parties arising out of the acts or omissions of the Contractor or its Associates.

QBCC Act means the *Queensland Building and Construction Commission Act 1991* (Qld).

Queensland Local Content Charter means the Queensland Charter for Local Content published by the Queensland Department of State Development as amended from time to time.

Receiving Party means the party who receives Confidential Information from the Discloser.

Regulatory Requirements means:

- (a) any State, the State or Territory Act, regulation, order, by-law or other regulatory instrument of any kind;
- (b) any condition or requirement of an authority, permit or licence which the Contractor must hold by law or in connection with fulfilling its obligations under the Contract;
- (c) any code or other instrument made, or agreement required to be entered into (including network use of system, co-ordination or access agreement, community service obligation, concession or rebate agreements), under any Act, regulation, order or instrument referred to in paragraph (a); and
- (d) any condition or requirement of an authority, permit or licence held by the Principal,

with which the Principal or the Contractor must comply, together with any voluntary code or other instrument which the Principal from time to time advises the Contractor is a regulatory requirement with which the Contractor must comply.

Related Body Corporate has the meaning given in section 50 of the *Corporations Act 2001* (Cth).

Services means the services to be provided by the Contractor under this Contract, as specified set out in Schedule 2.

Service Fee means the fee payable by the Principal to the Contractor for the Services, as specified in Schedule 4.

Service Timetable means the timetable for the delivery of the Services and the Deliverables, as specified in Schedule 3.

Ship means the ex-HMAS *Tobruk*.

State means the State of Queensland.

Statutory Requirements means:

- (a) any law applicable to the carrying out of the Services, including Acts, ordinances, regulations, by-laws, orders and other subordinate legislation;
- (b) Authorisations (including any condition or requirement under them); and
- (c) fees and charges payable in connection with the foregoing.

Term means the period of the Contract defined in clause 5.

Variation means any change to the Services, including:

- (a) any change in the application to the Contractor of a Principal Policy; and
- (b) any addition, increase, decrease, omission or deletion of the Services.

WHS Legislation means:

- (a) the *Work Health and Safety Act 2011* (Qld) and the *Work Health and Safety Regulation 2011* (Qld); and
- (b) any corresponding WHS law as defined in section 4 of the *Work Health and Safety Act 2011* (Cth).

Workers Compensation Insurance means a policy of insurance to insure against liability for death of or injury to persons employed by the Contractor, including liability by statute and at common law.

2. Services

2.1 Supply of Services

- (a) The Contractor agrees to:
 - (i) perform the Services for the Principal;
 - (ii) deliver the Deliverables to the Principal;
 - (iii) engage all Associates and any other facilities, materials, systems, technical knowledge, expertise and all other resources necessary to meet its obligations,on the terms of this Contract.
- (b) If a particular requirement is not specified in this Contract, the Contractor will provide, at no additional cost, ancillary services that are reasonably necessary or incidentally required or reasonably expected to be completed by the Contractor to enable an effective provision of the Services and Deliverables.

2.2 Contractor obligations

Without limiting any other obligation of the Contractor under this Contract, the Contractor must:

- (a) provide, manage and maintain sufficient resources, including human resources, equipment and facilities, to enable it to fulfil its obligations under this Contract;

- (b) perform its obligations in a timely, diligent and professional manner;
- (c) exercise a standard of care and perform to a level of skill commensurate with that which would be expected of a qualified person experienced and with expertise in the provision of services of the nature being required by the Principal;
- (d) perform the Services in accordance with the Principal's applicable policies and procedures;
- (e) deliver the Services and the Deliverables:
 - (i) free from all defects and fit for the purpose for which they are being supplied;
 - (ii) in accordance with the:
 - A. Plans;
 - B. Regulatory Requirements; and
 - C. Service Timetable;
- (f) promptly notify the Principal if the Contractor believes it will not be able to meet any due date or deadline (including a Deliverable) under this Contract;
- (g) comply with all reasonable directions given by the Principal from time to time;
- (h) not do or cause or allow to be done anything that would cause the Principal to breach any Laws or materially or adversely affect the Principal's business or any property of the Principal comply with;
- (i) in its performance of the Services, not infringe any Intellectual Property Rights; and
- (j) ensure that all Contractor Associates:
 - (i) comply with all reasonable directions given by the Principal from time to time;
 - (ii) comply with any other requirements set out in this Contract; and
 - (iii) where applicable, work under the Principal's supervision and as directed by the Principal Representative or nominee, at the Principal Premises specified in this Contract.
- (k) allow the Principal to access the Nominated Location and the Ship in accordance with clause 4.4.

2.3 Contractor's Warranties

- (a) The Contractor acknowledges, guarantees and warrants to the Principal that:
 - (i) prior to the execution of this Contract, it did not engage in any unlawful behaviour or make any misrepresentations in relation to:
 - A. the tender process conducted for the Services (if applicable); or
 - B. the negotiation and execution of this Contract;
 - (ii) it will comply with the requirements of the Plans in performing the Services under this Contract;

- (iii) it will ensure that the Services are undertaken in accordance with the requirements of this Contract, including without limitation the requirements in clauses 3.6 to 3.8;
- (iv) it will ensure that the Services are carried out by staff and subcontractors who are qualified and experienced in undertaking works in the nature of the Services and that it only seeks and uses the advice of experienced and qualified advisors concerning the Services;
- (v) the Ship, and all Ship parts, will remain property of the Principal, and will not be sold or transferred to any third party without the approval of the Principal;
- (vi) it will promptly notify the Principal of any breach of these warranties;
- (vii) it will promptly notify the Principal should there be any loss of the Ship; and
- (viii) it will, and will ensure its Associates comply with:
 - A. the Local Content Targets; and
 - B. the requirements and principles of the Queensland Local Content Charter.

(b) Failure to comply with any of the warranties under clause 2.3(a) is an Event of Default.

3. Performance of Services

3.1 Reports on performance

- (a) The Contractor will provide the following reports to, and to the satisfaction of, the Principal Representative:
 - (i) immediately:
 - A. a report detailing any breach of this Contract by the Contractor including, without limitation, a breach of or failure to comply with:
 - 1) the Plans;
 - 2) any Contractor warranty (clause 2.3);
 - 3) any environmental obligations (clause 3.8) including if the Contractor becomes aware of an investigation into a breach of the environmental obligations; or
 - 4) any issues or problems that have occurred or may occur in the future that may attract political or media interest; and
 - (ii) on a monthly basis, a status report showing:
 - A. the location of the Ship;
 - B. the intended action in relation to the Ship for the next month (eg: likely route, location, activity);
 - C. status of the Services against the Plans (as and if applicable);
 - D. the Contractor's progress and performance against the Service Timetable;

- E. a register of any items or material removed from the Ship containing details of the removed items and how they were disposed;
 - F. the Contractor's progress and performance against the Local Content Targets; and
 - (iii) at the end of the Term, a "Queensland Charter for Local Content – Project Outcome Report" in the form available at www.dsd.qld.gov.au/local-content with a copy to be forwarded to gclc@dsd.qld.gov.au.
- (b) The Contractor Representative must meet with the Principal Representative to review the performance of the Contract as reasonably required by the Principal. Meetings may be held by telephone or video conference as agreed by the parties.

3.2 Review of Deliverables

The Principal may review Deliverables within a reasonable time after they are provided by the Contractor to confirm that they comply with this Contract. Where a Deliverable does not comply with this Contract, the Principal will give the Contractor a reasonable opportunity to rectify or replace the Deliverable (at the Contractor's expense), before the Principal reviews it again. If the Deliverable still does not comply with this Contract, the Principal may, without prejudice to the Principal's other rights and remedies, at its option:

- (a) accept the Deliverable subject to a reasonable reduction in the fees;
- (b) reject the Deliverable in which case no amount is payable by the Principal in respect of the Deliverable; or
- (c) accept the Deliverable on terms acceptable to the parties.

3.3 Safe Operations

- (a) The Contractor is wholly responsible for the safe delivery of the Services in accordance with the Plans and its obligations under the Contract.
- (b) The Contractor indemnifies the Principal against any loss or damage suffered or incurred by the Principal in replacing or making good damage caused to its property or any third party property by the Contractor, Contractor's Representative, or the Contractor's Associates during the delivery of the Services and while entering upon Principal Premises. Any loss or damage suffered or incurred by the Principal shall be paid by the Contractor to the Principal on demand. A certificate of the Principal Representative will be prima facie evidence of the amount due and owing as a debt.
- (c) The Principal may provide assistance that the Principal considers is necessary to the Contractor in respect of the safe delivery of the Services.
- (d) Without limiting clause 3.3(a), the Contractor must provide details of its proposed arrangements for the delivery of the Services to the Principal prior to the Commencement Date and must comply with any directions given by the Principal Representative in relation to the delivery of the Services.

3.4 No Liability for Principal Delay

If by reason of any fact, circumstance, matter or thing beyond the reasonable control of the Principal, the Principal is unable to perform in whole or in part any obligation under the Contract, the Principal is relieved of that obligation to the extent and for the period that is unable to perform. No liability of the Principal arises from any such delay or non-performance of the obligation.

3.5 Authorisations

- (a) The Principal will use all reasonable endeavours to assist the Contractor to obtain any necessary Authorisations.
- (b) The Contractor must expeditiously provide any material and make any applications required in order to obtain the necessary Authorisations.
- (c) Where all the necessary Authorisations have been granted, the Contractor must:
 - (i) at all times comply with all the conditions and requirements; and
 - (ii) not act, or allow any third party to act, in a manner which may result in the Principal or the Contractor contravening any condition or requirement, of any Authorisation.
- (d) Where all necessary Authorisations have not been granted within [90] days of the Commencement Date, then the Principal may terminate this Contract by giving written notice of termination to the Contractor and, on termination of this Contract pursuant to this clause neither party will have any further obligation or Claim against the other in respect of this Contract or anything arising out of the termination of this Contract.

3.6 Problematic Substances, Problematic Sources and Asbestos Containing Material (ACM)

- (a) The Contractor acknowledges that the Ship may contain Problematic Substances, Problematic Sources and ACM.
- (b) Without limiting clause 4.3(b), on or before the Commencement Date, the Principal will provide to the Contractor the Problematic Substance register, Problematic Source register and ACM register for the Ship, if any of these materials are known to be present in the Ship.
- (c) No representation, condition or warranty is provided by the Principal that the registers are accurate or complete or identify all Problematic Substances, Problematic Sources or ACM on or in the Ship.
- (d) The Contractor assumes risk and responsibility for verifying and locating any Problematic Substances, Problematic Sources or ACM on or in the Ship and for ensuring no damage, loss or injury is sustained (including to workers, other persons or the environment) by the presence of Problematic Substances, Problematic Sources or ACM on or in the Ship from the Commencement Date.

3.7 Notifiable Incident

- (a) To the extent the WHS Legislation applies with respect to the Requirements, the Contractor must immediately report any Notifiable Incident that involves Principal Associates or Contractor or subcontractor Associates or other persons to whom the parties owe a WHS duty (including on Principal Premises) to the Principal.
- (b) The Contractor must promptly provide the Principal with copies of notices or any other documentation provided to or issued by the relevant regulator and provide the Principal with such other information (and reasonable assistance) as may be required to ensure the Principal complies with its reporting obligations to the State regulator regarding the Notifiable Incident.

3.8 Environmental Obligations

- (a) The Contractor will perform its obligations under this Contract in a way that ensures the Principal is not placed in breach of any applicable environmental legislation including, but not limited to, the *Environment Protection and Biodiversity Conservation Act 1999* (Cth).
- (b) The Contractor will ensure compliance with all obligations, procedures and protocols applying to the location where the Requirements are being conducted, from time to time. This will include the applicable local, state and national legislation or regulations environmental laws of Australia.
- (c) The Contractor will perform the Requirements:
 - (i) in Australia only; or
 - (ii) to standards equivalent to, or consistent with the MARPOL, the Basel Convention and, where applicable, the Hong Kong Convention.
- (d) Any applicable obligations under the Hong Kong Convention, are in addition to and do not detract from the obligation to also comply with the Basel Convention and MARPOL.
- (e) The Contractor will conduct its environmental obligations and provide reports to the Principal in accordance with any requirements contained in the Plans.

4. Ship

4.1 Inspection and Information Documents

- (a) The Contractor acknowledges that it has had an opportunity to inspect and complete reasonable due diligence in relation to the Ship before the Commencement Date.
- (b) The Contractor will not object to or make any Claim for compensation or damages, including seeking additional payment for performing the Services, on the grounds that the Ship is defective or varies from the description in the Contract or differs from the Contractor's belief as to the condition of the Ship (including, without limitation, unexpected or unanticipated defects, latent defects, remediation work, Problematic Substances, Problematic Sources, ACM or other hazardous material or substance).
- (c) The Contractor:
 - (i) acknowledges and agrees that the Information Documents were provided by, or on behalf of, the Principal for the information only of the Contractor;
 - (ii) warrants that it has not relied upon:
 - A. the Information Documents; and
 - B. the accuracy, adequacy, suitability or completeness of the Information Documents,for the purposes of entering into this Contract;
 - (iii) acknowledges and agrees that:
 - A. the Principal and its Associates have not and do not warrant, guarantee, assume any duty of care or other responsibility for or make any representation about the accuracy, adequacy, suitability or completeness of the Information Documents;

- B. the Information Documents do not form part of this Contract;
- C. except as expressly stated in this Contract, the Principal will not be liable upon any Claim by the Contractor arising out of, or in connection with:
 - 1) the Information Documents; or
 - 2) a failure by the Principal to provide any information to the Contractor;
- (iv) warrants that it enters into this Contract based on its own deductions, determinations, information, interpretations and investigations; and
- (v) acknowledges that it is aware that the Principal has entered into this Contract relying upon the warranties, acknowledgements and agreements in this clause 4.1.

4.2 Title and Property

The Principal retains title in and ownership of the Ship at all times.

4.3 State of Repair

- (a) The Contractor will accept the Ship on an 'as is, where is' basis in its then state of repair and condition and acknowledges that the Principal has no obligation and gives no undertaking to maintain the condition of the Ship after the Commencement Date.
- (b) The Ship may contain risks and hazards to health and safety. Without limiting clause 2.3(a), on the Commencement Date the Principal will provide the Contractor with a written notice of any known risks and hazards present on or in the Ship on or before the Commencement Date, to the extent necessary to comply with any obligations under the WHS Legislation (such risks and hazards may include but not be limited to the presence of Problematic Substances, Problematic Sources, hazardous substances/materials or ACM in the Ship). No representation, condition or warranty is provided by the Principal that the notice is accurate or complete or identifies all hazards or risks on or in the Ship.

4.4 Location of Ship, Access and Security

- (a) The Ship is located at the Nominated Location.
- (b) Subject to this clause 4.4 and clause 20, the Principal agrees that for so long as no Event of Default has occurred or continues during the Term, the Contractor may from the Handover Date until the end of the Term (**Contractor Control Period**):
 - (i) access the Nominated Location and Nominated Site; and
 - (ii) possess and use the Ship for the purpose of performing the Services,
 without any interruption by the Principal or its Associates.
- (c) The Contractor acknowledges that during the Contractor Control Period it is a bailee of the Ship and must:
 - (i) only use the Ship for the purposes of performing the Services;
 - (ii) not permit public access to the Ship other than in accordance with clause 4.4(e), clause 20 or with the Principal's prior written consent; and

- (iii) not part with possession of the Ship or any part of the Ship without the Principal's prior written consent.
- (d) The Contractor acknowledges and accepts that the Nominated Location is port land, which is controlled by Gladstone Ports Corporation Limited. In accessing the Nominated Location and the Ship, the Contractor and its Associates must comply with all reasonable directions and procedures of the Principal or Gladstone Ports Corporation Limited relating to access, work health and safety and security in effect at the Nominated Location from time to time or as might reasonably be inferred by the use to which the Nominated Location is being put.
- (e) The Principal may, and may permit others to, access the Ship:
 - (i) in the case of an emergency or an Event of Default, immediately on notice to the Contractor;
 - (ii) to perform an audit under and in accordance with clause 20; or
 - (iii) to hold a public event, by giving not less than 10 Business Days prior written notice to the Contractor.
- (f) If the Principal intends to hold a public event on the Ship, the Principal's notice under clause 4.4(e)(iii) must provide details of:
 - (i) the nature of the event;
 - (ii) the number of people expected to attend;
 - (iii) the parts of the Ship that are intended to be accessed; and
 - (iv) the duration of the event.
- (g) Within 5 Business Days of receipt of a notice under clause 4.4(e)(iii), the Contractor may advise the Principal of any reasonable directions in relation to the proposed access or event.
- (h) Unless a direction is considered by the Principal in its absolute discretion to be unreasonable, the Principal will comply, and will ensure that all attendees comply, with any directions given under clause 4.4(g).

5. Term

This Contract commences on the Commencement Date and continues until the earlier of:

- (a) the Contract being terminated under clause 22; or
- (b) completion of the Services.

6. Fees and expenses

6.1 Fees

Subject to the Contractor's compliance with this Contract, the Principal will pay the Service Fee for the Services.

6.2 Expenses

The Principal will only reimburse expenses incurred by the Contractor which have the prior written approval of the Principal.

6.3 Payment

- (a) The Contractor may invoice the Principal at the times and, where applicable, in the amounts set out in Schedule 4.
- (b) Subject to clause 6.3(c), the Principal will pay the Contractor the amount due under an invoice within 30 days after the date of receipt of a correctly rendered invoice. An invoice is correctly rendered if:
 - (i) the amount claimed in the invoice is due for payment in accordance with Schedule 4;
 - (ii) the Contractor has complied with its obligations as at the date of the invoice;
 - (iii) the invoice identifies the Services for which payment is being invoiced;
 - (iv) the invoice separately identifies and itemises any approved expenses; and
 - (v) the invoice is a tax invoice in the proper form for the purposes of the GST Act.
- (c) The Principal is not liable to pay fees or expenses in respect of any part of the Services which the Principal reasonably determines as not being performed in accordance with this Contract.
- (d) If there is a dispute regarding fees or expenses, the Principal does not have to pay the relevant portion of the invoice until the query or dispute is resolved.
- (e) The Principal may set off any amounts payable by the Contractor to the Principal against amounts payable to the Contractor by the Principal.
- (f) The Contractor may not:
 - (i) invoice the Principal (and the Principal is not required to pay) for Deliverables until the relevant Deliverables have been provided, and the Deliverables meet the requirements of the Contract; or
 - (ii) charge or pass through any fees, costs or charges associated with a payment method.
- (g) If an invoice is found to have been incorrectly rendered after payment by the Principal, the underpayment or overpayment will be recovered by or from the Contractor.

6.4 Services on a time basis

- (a) If Services are to be charged on a time basis, the Contractor:
 - (i) will perform the Services in a reasonable number of person hours; and
 - (ii) will provide to the Principal with each invoice, details of the work performed by its Associates (including their position, the number of hours of work performed and the Deliverable (if any) to which the work relates), as well as the total fees accrued to date.
- (b) The Principal may notify the Contractor of a limit for the fees (which must be greater than the fees payable for the work performed by the Contractor at the time the limit is set), or require the Contractor to provide an estimate of the expected total cost (**Fee Cap**).
- (c) The Contractor will notify the Principal:

- (i) at any time when based on the work still to be completed, the Fee Cap is likely to be, or has been, exceeded; and
 - (ii) when the total of fees charged and hours worked but not yet charged reaches 90% of the Fee Cap.
- (d) Where the fees exceed the Fee Cap, the Contractor may request the Principal to increase the Fee Cap, which the Principal may do in its absolute discretion. So long as the Contractor has given reasonable notice, if the Principal does not increase the Fee Cap, the Contractor may cease work once the fees exceed the Fee Cap. The Principal is not liable for fees in excess of a Fee Cap unless it expressly agrees to increase or remove the Fee Cap, even if the Contractor has warned the Principal that the fees may exceed the Fee Cap.

6.5 GST

- (a) Terms used in this clause 6.5 have the meaning given to them in the GST Act.
- (b) If a party is a member of a GST group, references to GST which the party must pay and to input tax credits to which the party is entitled, include GST which the representative member of the GST group must pay and input tax credits to which the representative member of the group is entitled.
- (c) All amounts stated in and payable under this Contract include GST unless otherwise indicated. Where GST is payable by an entity in relation to a supply that it makes under or in connection with this Contract, and the consideration for that supply excludes GST, the party providing the consideration will pay an additional amount equal to the GST when any part of the consideration is first payable.
- (d) The amount of GST will be calculated at the prevailing GST rate. If the GST rate is varied, the consideration payable for any supply under this Contract will be varied to reflect the change of rate and any reduction in any other tax, duty or statutory charge connected with the rate change.
- (e) Where GST applies to any supply made under this Contract, the Contractor will deliver to the recipient a valid tax invoice or adjustment note at or before the time payment for the supply is required.
- (f) If this Contract requires a party to reimburse or indemnify the other party for any expense, loss or outgoings (**Reimbursable Expense**) the amount required to be paid by the first party will be the sum of:
 - (i) the amount of the Reimbursable Expense net of input tax credits (if any) to which the other party is entitled in respect of the Reimbursable Expense; and
 - (ii) if the other party's recovery of the Reimbursable Expense from the first party is a taxable supply, any GST payable in respect of that supply.

7. Contractor Associates

- (a) The Contractor will provide the Services using the Contractor's Associates.
- (b) The Contractor warrants that the Contractor's Associates providing the Services possess and will use the specific skills, qualifications and experience required for the Services.
- (c) The Principal may, in its reasonable discretion, require the Contractor to remove Personnel from providing the Services. The Contractor will promptly at no additional

cost to the Principal arrange for the removal of those Personnel and their replacement with Personnel reasonably acceptable to the Principal.

- (d) The Contractor is responsible for handling and processing all immigration and employment-related issues and requirements (including processing visas, work permits, blue cards) and ensuring compliance with all applicable Regulatory Requirements arising in connection with its Associates. The Principal will not be required to participate in any immigration or visa activities. The Contractor will, at the Principal's request, verify in writing (and provide reasonable supporting documentation) that all its Personnel have valid work authorisations and visas that permit them to perform the Services in the manner and location required by this Contract.
- (e) All of the Contractor's Associates must:
 - (i) be authorised to work in Australia;
 - (ii) not have a criminal conviction involving a dishonest act;
 - (iii) not use illegal drugs; and
 - (iv) not otherwise be disqualified from performing the Services under the applicable Regulatory Requirements.
- (f) The Contractor will not allow an individual to continue performing the Services who does not meet and continue to meet each of the foregoing requirements.

8. Variations

8.1 Variation Price Request

- (a) At any time prior to the end of the Term, the Principal's Representative may issue a document titled "Variation Price Request" (**Variation Price Request**) to the Contractor which will set out details of a proposed Variation which the Principal is considering.
- (b) Within 10 Business Days of the receipt of a Variation Price Request the Contractor must provide the Principal's Representative with a written notice in which the Contractor sets out:
 - (i) the adjustment (if any) to the Service Fee to carry out the proposed Variation; and
 - (ii) the effect (if any) the proposed Variation will have on the performance of the Services,and which is accompanied by such working papers and supporting documentation as may reasonably be required by the Principal's Representative.
- (c) The Principal's Representative may require the Contractor to conduct a tender process for the purposes of responding to a Variation Price Request where required to comply with any Principal Policy.

8.2 Variation Order

Whether or not the Principal's Representative has issued a Variation Price Request, the Principal's Representative may at any time prior to the end of the Term Direct the Contractor to carry out a Variation by a written document titled "Variation Order" (**Variation Order**) in which the Principal's Representative will state one of the following:

- (a) the proposed adjustment to the amounts payable under this Contract as set out in the Contractor's notice under clause 8.1 (if any) is agreed; or

- (b) any adjustment to the amounts payable under the Contract will be determined under clauses 8.3(b) and 8.3(c).

8.3 Cost of Variation

The amounts payable under the Contract for a Variation will be adjusted as follows, subject to clause 8.6(c)(ii):

- (a) where clause 8.2(a) applies, by the agreed amount;
- (b) to the extent clause 8.3(a) does not apply, by an amount determined by the Principal's Representative, being the sum of:
 - (i) an amount calculated using the rates and prices in the Pricing Schedule to the extent the Principal's Representative considers, in its absolute discretion, that they are applicable to, or that it is reasonable to use them for valuing, the Variation, to which will be added the percentage of the amount determined specified in the Contract Particulars for off-site overheads and profit; and
 - (ii) the actual cost incurred by the Contractor of any specialist equipment or materials reasonably required to be provided by the Contractor in carrying out the Variation (which cost must exclude any amount for the Contractor's off-site overheads or profit of the Contractor);
- (c) to the extent clauses 8.3(a) and 8.3(b) do not apply, by a reasonable amount:
 - (i) to be agreed between the parties; or
 - (ii) failing agreement, determined by the Principal's Representative (acting reasonably),to which amount (except to the extent the amount relates to the cost of any equipment or materials to be provided by the Contractor in carrying out the Variation) will be added the percentage of the amount agreed or determined specified in the Contract Particulars for off-site overheads and profit; and
- (d) any reasonable costs and expenses incurred by the Contractor arising from the Variation disrupting the Contractor in the provision of the Services where the Contractor has taken all reasonable measures to avoid or mitigate the disruption.

8.4 Omissions

- (a) The Principal's Representative may Direct a Variation in accordance with this clause 8.4 which omits any part of the Services.
- (b) If a Variation omits any part of the Services, the Principal may thereafter carry out the omitted part of the Services either itself or by engaging any person.

8.5 Notice of Variation

- (a) If a direction by the Principal's Representative, other than a Variation Order, constitutes or involves a Variation, the Contractor must, if it wishes to make a Claim against the Principal arising out of, or in any way in connection with, the direction:
 - (i) within 5 Business Days of receiving the direction and before commencing work on the subject matter of the direction, give notice to the Principal's Representative:

- A. that it considers the direction constitutes or involves a Variation; and
 - B. specifying the details set out in clause 8.1(b);
- (ii) within 15 Business Days of giving the notice under clause 8.5(a)(i), submit a written Claim to the Principal's Representative which includes the details required by clause 8.1(b); and
- (iii) thereafter continue to carry out the Services in accordance with this Contract and all directions of the Principal's Representative, including (unless given a notice under clause 8.5(b)) any direction in respect of which notice has been given under this clause 8.5(a).
- (b) The Principal's Representative may withdraw a direction upon receipt of a notice given by the Contractor under clause 8.5(a)(i) or a Claim given under clause 8.5(a)(ii).
- (c) If the direction referred to in clause 8.5(a) constitutes or involves a Variation and it is not withdrawn by the Principal in accordance with clause 8.5(b), the Principal may issue a Variation Order in accordance with clause 8.2.

8.6 Variations requested by Contractor

- (a) The Contractor may, for its convenience, request the Principal's Representative to direct a Variation. Any such request must be in writing and must contain the following details:
 - (i) a description of the Variation;
 - (ii) the proposed adjustments to the Service Fee for the Variation calculated in accordance with clause 8.3; and
 - (iii) in addition to any savings calculated in accordance with clause 8.6(a)(ii), any benefits which will flow to the Principal from the Variation.
- (b) After a request is made by the Contractor in accordance with clause 8.6(a), the Principal's Representative will, in its absolute discretion:
 - (i) give a written notice to the Contractor:
 - A. rejecting the request; or
 - B. proposing changes to the proposed Variation for agreement with the Contractor; or
 - (ii) issue a Variation Order in accordance with clause 8.2 for the proposed Variation.
- (c) If the Principal's Representative issues a Variation Order pursuant to clause 8.6(b)(ii) approving the Contractor's request under clause 8.6(a) or the proposed Variation is otherwise agreed with the Contractor:
 - (i) the Contractor must carry out the Variation in accordance with the Variation Order or the agreed Variation; and
 - (ii) if the Contractor's request offered to share savings in cost with the Principal, the Service Fee will be reduced by or adjusted in accordance with the Contractor's offer or such other amount agreed between the Contractor and the Principal.

8.7 Changes in Laws or Policies

If there is any change in a Statutory Requirement or a Principal Policy after the Commencement Date, then:

- (a) the party discovering this must promptly notify the other;
- (b) the parties will meet and work together to mitigate the effect (including any cost) of that change in Statutory Requirement or Principal Policy;
- (c) the Principal's Representative will direct the Contractor as to how it is to proceed with the Services insofar as they are affected by the change; and
- (d) to the extent that the change in Statutory Requirement or a Principal Policy:
 - (i) was not reasonably foreseeable and capable of being priced as at the Commencement Date;
 - (ii) necessitates a change to the Services; and
 - (iii) causes the Contractor to incur more or less cost than otherwise would have been incurred in respect of the Services,any:
 - (iv) extra costs reasonably incurred by the Contractor; or
 - (v) saving made by the Contractor,

in carrying out the Services after the giving of the notice under clause 8.7(c) and arising directly from the change or the Principal's Representative's Direction, will be determined in accordance with clause 8.3 as if that change in Statutory Requirement or a Principal Policy was a Variation.

9. Relationship management

9.1 Principal Representative

- (a) The Principal appoints the Principal Representative to administer the Contract on behalf of the Principal.
- (b) In carrying out this Contract, the Contractor will comply with the reasonable directions of:
 - (i) the Principal Representative made within the scope of the administration of the Contract; and
 - (ii) an Authorised Person, within the scope of their delegation or authorisation.
- (c) If given orally a direction will be confirmed in writing within 14 days.
- (d) Neither the Principal Representative nor any Authorised Person will have any authority to waive or vary any provision of, or release the Contractor from, its obligations under the Contract except in accordance with clause 8.
- (e) Unless authorised by the Contract or a direction given under clause 9.1(b), any work performed or cost incurred by the Contractor in response to a communication from the Principal Representative or an Authorised Person is at the Contractor's sole risk.

9.2 Contractor Representative

- (a) The Contractor appoints the Contractor Representative to represent the Contractor in connection with all matters relating to this Contract.
- (b) A direction or communication given by the Principal to the Contractor Representative will be regarded as having been given to the Contractor.
- (c) Matters within the knowledge of the Contractor Representative will be regarded as being within the knowledge of the Contractor.
- (d) If the Principal Representative makes a reasonable objection to the appointment of a person as the Contractor Representative, the Contractor must terminate the appointment and appoint another person, subject again to the reasonable objection of the Principal Representative.

10. Intellectual property

10.1 Contract Material

The Contractor grants to the Principal a non-exclusive and non-transferable licence to exercise the Intellectual Property Rights in the Contract Material (and to sublicense these rights).

10.2 Warranty

The Contractor warrants that the Contract Material and the acts of the Principal or a person authorised by the Principal in relation to the Contract Material, other than those prohibited by this Contract, do not infringe the Intellectual Property Rights or Moral Rights of any person. The Contractor warrants that it has the right to grant the rights under this clause.

11. Compliance

11.1 Compliance with applicable laws and policies

The Contractor will, in providing the Services, comply with and ensure its Associates comply with:

- (a) applicable Regulatory Requirements; and
- (b) the Principal's policies (including privacy, harassment, discrimination, environmental, use of IT resources, workplace health and safety and security policies and any codes of conduct), when on the Principal's premises, lands for which the Principal has access rights, or when using Principal Property.

11.2 Induction

If requested by the Principal, the Associates of the Contractor will:

- (a) attend and complete any induction session required by the Principal; and
- (b) comply with all requirements communicated by the Principal in that induction session.

12. QBCC Act

- (a) To the extent the QBCC Act applies to this Contract:
 - (i) the rights and obligations of the parties under the Contract are subject to the provisions of the QBCC Act to the extent they apply and have not been contracted out of;

- (ii) where there is any inconsistency between the Contract and the QBCC Act, the QBCC Act shall prevail to the extent necessary to avoid the inconsistency; and
 - (iii) terms used in this clause 12 which are also defined in the QBCC Act, shall have the meaning given to them by the QBCC Act.
- (b) The Contractor warrants that it is currently licensed under the QBCC Act (under the licence number [X]) to carry out the Services under the Contract.
- (c) Despite any other provision of the Contract, the parties agree that to the extent that:
 - (i) the QBCC Act applies; and
 - (ii) the Contract provides for the total of:
 - A. all retention amounts withheld by the Principal; and
 - B. all securities held by the Principal,

to exceed 2.5% of the contract price for the Contract (which under the QBCC Act includes adjustments for variations) after practical completion (as defined in the QBCC Act) has been reached, the amount of the excess does not relate to the need to correct defects in Deliverables identified in the applicable defects liability period (if any) but instead to the recovery by the Principal of any loss which may become payable to the Principal by the Contractor under or in connection with the Contract, the Contractor's performance of the Contract or any breach of the Contract by the Contractor.
- (d) The parties acknowledge that under the QBCC Act, unless the parties expressly agree otherwise, to the extent that it applies, section 67K(2) of the QBCC Act makes the Contract subject to a condition that at any time before practical completion (as defined in the QBCC Act) the total of:
 - (i) all retention moneys withheld by the Principal; and
 - (ii) all securities held by the Principal,

under the Contract (other than those referred to in section 67K(3) of the QBCC Act) is not to exceed 5% of the contract price for the Contract (which under the QBCC Act includes adjustments for variations).
- (e) The parties agree that for the purposes of section 67J of the QBCC Act (**Relevant Section**) to the extent it applies:
 - (i) the Principal authorises the Principal Representative to give on behalf of the Principal the notices referred to in the Relevant Section;
 - (ii) to the extent that the Relevant Section applies, the Contractor accepts that any Payment Statement issued by the Principal Representative under the Contract which refers to an amount owed by the Contractor to the Principal shall be taken to be advice from the Principal of the proposed use of security (as defined in the QBCC Act) held by the Principal to obtain the amount owed; and
 - (iii) to the extent required by the Relevant Section, the Principal Representative shall give to the Contractor on the Principal behalf any notice required pursuant to the Relevant Section to ensure the Principal rights to use security (as defined in the QBCC Act) are not prejudiced.

13. Confidentiality

13.1 Confidential Information

Subject to clause 13.2 and 13.3, each party must not, during or after this Contract, disclose Confidential Information directly or indirectly to any third party.

13.2 Exceptions

A party may disclose Confidential Information:

- (a) to comply with the law, or any Regulatory Requirements;
- (b) to any of its Associates, but only to the extent that it is necessary to disclose the information for use by the party in relation to this Contract;
- (c) to obtain the consent of a third party to a term of, or to an act under, this Contract; or
- (d) to enforce its rights or to defend a Claim or action under this Contract.

13.3 Disclosure by the Principal

In addition to the disclosures permitted by clause 13.2, the Principal may disclose Confidential Information:

- (a) to any person for the purpose of the operations of the Principal;
- (b) to any Minister and their personal and departmental advisers; and
- (c) where disclosure is required to be made in accordance with established governmental policies, procedures or for public accountability purposes.

13.4 Breach of confidentiality

If the Receiving Party becomes aware of a suspected or actual breach of this clause by the Receiving Party or an Additional Disclosee, the Receiving Party will immediately notify the Discloser and take reasonable steps required to prevent or stop the suspected or actual breach.

13.5 Use of Confidential Information

The Contractor will only use the Principal's Confidential Information for the purposes of this Contract.

13.6 Return of Confidential Information

The Contractor will return or destroy (at the Principal's direction) Materials containing Confidential Information when they are no longer required by the Contractor, or otherwise when directed by the Principal.

14. Privacy

The Contractor acknowledges that it is a contracted service provider within the meaning of section 34 of the Information Privacy Act, and agrees in respect of all Personal Information collected, used, disclosed or otherwise handled by or on behalf of the Contractor or under or in connection with this Contract to:

- (a) comply, and ensure that all Associates also comply, with:

- (i) the Information Privacy Act, as if the Contractor or relevant Associates was the Principal; and
 - (ii) all other Privacy Laws,

in respect of that Personal Information;
- (b) ensure Personal Information is protected against misuse, interference and loss and against unauthorised access, use, modification or disclosure;
- (c) not use or otherwise deal with Personal Information other than for the purposes of this Contract, unless required by law;
- (d) not disclose Personal Information without the written consent of the Principal, unless required by law;
- (e) ensure that only authorised Associates have access to Personal Information and that Associates will only be authorised for access on a need to know basis;
- (f) immediately notify the Principal if:
 - (i) it becomes aware or suspects there has been an unauthorised use, copying or disclosure of, or other security breach in relation to Personal Information, or
 - (ii) it becomes aware that a disclosure of Personal Information is, or may be, required by law;
- (g) not do anything with Personal Information that will cause the Principal to breach any Privacy Law;
- (h) comply with any reasonable request, direction or inquiry made by the Principal in relation to Personal Information or the Privacy Laws; and
- (i) at the Principal's request, arrange for its Associates to execute a document in a form reasonably required by the Principal to protect Personal Information.

15. Principal Property

15.1 Property of the Principal

Principal Property remains the property of the Principal and the Contractor will treat Principal Property accordingly, including:

- (a) ensuring that Principal Property, to the extent practicable, is marked, or otherwise signified as the property of the Principal;
- (b) observing security measures reasonably required by the Principal in relation to Principal Property;
- (c) ensuring that third parties do not gain on-line or physical access to Principal Property without the Principal's consent;
- (d) ensuring that Principal Property remains on premises controlled by the Principal (except to the extent that this agreement expressly authorises the Contractor to transport the Principal Property or keep Principal Property on other premises); and
- (e) as relevant, acknowledging that Principal Property is the Confidential Information of the Principal and not of the Contractor.

15.2 Use of Principal Property

The Contractor will not use or modify Principal Property except in the proper performance of this Contract or unless agreed in writing by both parties.

15.3 Preservation of Principal Property

The Contractor will take reasonable care (including adhering to security procedures) of Principal Property and with the preservation, transport or handling of it. The Contractor indemnifies the Principal for loss or destruction of, or damage to, Principal Property that is caused by an act or omission of the Contractor or its Associates and will promptly inform the Principal of damage to Principal Property.

15.4 Return of Principal Property

- (a) Except as contemplated by this Contract, the Contractor will hand over to the Principal any Principal Property, within 7 days after a request by the Principal. For electronic materials, the Contractor will provide them to the Principal in an editable form and on media, both as reasonably required by the Principal.
- (b) If the Contractor fails to deliver up all things in accordance with clause 15.4(a), the Principal may enter the Contractor's premises during normal business hours on not less than 12 hours' prior notice in order to collect such things and the Contractor will at all reasonable times permit or assist a person authorised by the Principal to do so.

16. Indemnity

16.1 Indemnity by the Contractor

- (a) The Contractor indemnifies the Principal, its officers, employees and agents against all liability, loss, damage, costs (including the cost of any settlement and legal costs and expenses on a solicitor and own client basis) and expenses suffered or incurred by the Principal from any Claim against the Contractor by any person arising out of or as a consequence of:
 - (i) the Contractor's (or the Contractor's officers, employees, agents or contractors), use, possession, maintenance or control of the Ship or performance of the Services under or in connection with this Contract;
 - (ii) any act or omission of the Contractor (or the Contractor's officers, employees, agents, or contractors) in providing the Services; and
 - (iii) the condition, state or location (including movement) of the Ship or any part of the asset, after it has been submerged.
- (b) Each of the matters indemnified in each of paragraphs 16.1(a)(i), 16.1(a)(ii), 16.1(a)(iii) do not limit any indemnity contained in any other subparagraph of clause 16.1(a).
- (c) The Contractor's liability to indemnify the Principal will be reduced proportionately to the extent that a negligent or unlawful act or omission of the Principal caused or contributed to the relevant liability, loss, damage, costs or expenses.

16.2 Compliance with the Principal's directions

In conducting a Claim in respect of which the Contractor indemnifies the Principal, its officers, employees and agents, the Contractor will, at the Contractor's expense, comply with the Principal's reasonable directions.

17. Insurance

17.1 Insurance policies

- (a) The Contractor will maintain during the Term:
 - (i) Public Liability Insurance of at least \$20 million
 - (ii) Workers Compensation Insurance as required by law;
 - (iii) Professional Indemnity Insurance of at least \$5 million;
 - (iv) Industrial Special Risk insurance of at least [\$xxx];
 - (v) Marine liability insurance of at least [\$xxx];
 - (vi) Environmental liability insurance of at least [\$xxx]; and
 - (vii) any additional insurance that the Principal reasonably requires from time to time,with a reputable insurer which is reasonably satisfactory to the Principal.
- (b) The Contractor will maintain any claims-made insurance policy for 3 years after the Term.
- (c) The Contractor will ensure that its subcontractors are and remain during the Term adequately insured against hull and machinery, protection and indemnity and all other pollution, contamination, loss, theft, damage and destruction risks (including fire and acts of God) that are usually insured against with respect to the Contractor's marine risks.
- (d) The Contractor will ensure that it:
 - (i) does not do anything which prejudices any insurance;
 - (ii) if necessary, rectifies anything which might prejudice any insurance;
 - (iii) reinstates an insurance policy if it lapses;
 - (iv) does not cancel, materially vary or allow an insurance policy to lapse without the prior written consent of the Principal's Representative; and
 - (v) gives full, true and particular information to the insurer of all matters and things the non-disclosure of which might in any way prejudice or affect any such policy or the payment of all or any benefits under the insurance.

17.2 Evidence of insurance

The Contractor will, upon request, provide the Principal Representative with satisfactory evidence of the insurance required pursuant to clauses 17.1(a) and 17.1(c), including for Approved Tow Companies, including details of:

- (a) name of the insurance provider;
- (b) type of insurance;
- (c) terms of the insurance including any specific exclusions;

- (d) limits of liability per claim or occurrence and details of any aggregate limits or relevant sub-limits which apply;
- (e) whether any past or current claims made under the policy have materially affected, or are likely to materially affect, the amount of cover available under the policy;
- (f) deductible amounts; and
- (g) period of insurance.

17.3 Notification

- (a) The Contractor will immediately notify the Principal if the Contractor becomes aware or reasonably believes that, in relation to any policy of insurance relevant to the Contract:
 - (i) the policy:
 - A. is or will be cancelled;
 - B. has not been or will not be renewed; or
 - C. has had or will have its coverage reduced in any material respect; or
 - (ii) there has been non-compliance with any conditions to which the policy is subject.
- (b) The Principal may request the Contractor to notify an insurer of an event arising in connection with this Contract. If the Contractor fails to provide the Principal with evidence of that notification within 14 days after a request by the Principal, the Principal may notify the insurer on the Contractor's behalf.

17.4 Deductibles

The Contractor will be responsible for the payment of all amounts by way of deductibles or excesses which apply to a claim made under any insurance.

17.5 Failure to insure

If the Contractor fails to provide evidence satisfactory to the Principal's Representative that any insurance policy required by this Contract is current as required by clause 17.1 the Principal may, without prejudice to any other rights it may have, take out the insurance and the cost will be a debt due and owing from the Contractor to the Principal.

18. Exclusion of warranties

18.1 Implied terms

- (a) To the extent permitted by law, no warranty, condition, description or representation in relation to the Ship is given by the Principal, expressly or impliedly, by this Contract or otherwise. The Principal does not warrant that the Ship is free from any defects or is fit for any purpose or is seaworthy.
- (b) All warranties, terms and conditions in relation to the state, quality, weight, fitness or condition of the Ship and of every other kind, whether express or implied by use, statute or otherwise, are excluded from this Contract to the maximum extent permitted by law.

19. Performance of failed obligations

19.1 The Principal may perform the Contractor's obligations

Where the Contractor fails to perform an obligation of the Contractor under this Contract and the failure is not remedied within 21 days after the Principal notifying the Contractor of the failure, the Principal or its nominee may perform the obligation.

19.2 Performing obligations on the Contractor's behalf

The Contractor authorises the Principal to act on the Contractor's behalf in performing the Contractor's obligations under clause 19.1 where the Principal notifies the Contractor that it does so in that capacity.

19.3 Contractor responsible for costs

Where the Principal or its nominee performs an obligation of the Contractor under clause 19.1, the costs of that performance may be set off by the Principal in accordance with clause 27.14.

19.4 Contractor responsible for obligation

The Contractor is not relieved from its failure to meet an obligation by the Principal performing that obligation in accordance with clause 19.1.

20. Audit

- (a) The Contractor will, upon 7 days' notice during normal business hours or as otherwise agreed, permit and provide persons (**Auditors**) nominated by the Principal supervised access to the Ship or the Contractor's premises, books, records, documents, computer systems, equipment and other property to verify compliance by the Contractor with its obligations under this Contract and its likely capacity to continue to comply with its obligations in the future. The Principal is not entitled to use this right of access for purposes that are not related to this Contract.
- (b) The Auditors may make copies of books, records, documents and other materials, and the Contractor will provide the Auditors with the necessary facilities to enable them to do so.

21. Dispute resolution

21.1 Dispute resolution process

- (a) The Contractor and the Principal will adhere to the following procedure in respect of any dispute arising out of or in connection with this Contract prior to either of them commencing litigation or other external dispute resolution procedure.
- (b) The Principal Representative or Contractor Representative may notify the other in writing of the occurrence of a dispute and they will meet within 7 days after receipt of the notice at a mutually convenient time and place or by telephone conference.
- (c) If after 7 days after a notice is issued under 21.1(b), the Principal Representative and Contractor Representative cannot resolve the dispute to their satisfaction as agreed in writing, then either of them may give notice of the inability to resolve such dispute to their respective nominated Executives. Within 14 days after receipt of the notice, the Executives will meet (at a mutually convenient place or by telephone conference) and attempt to resolve the dispute.

- (d) If after 30 days after a notice is issued under 21.1(c) the Executives have not resolved the dispute to their satisfaction as agreed in writing then either party may proceed in accordance with its remedies at law.
- (e) The parties may agree to escalate the dispute to any level at any time, or to attempt to resolve the dispute through mediation.

21.2 Continuity during dispute

Notwithstanding the existence of a dispute, each party will continue to perform its obligations under this Contract.

21.3 Urgent interlocutory relief

Nothing in this clause prevents either party from commencing court proceedings relating to any dispute arising from this Contract at any time where that party seeks urgent interlocutory relief.

22. Termination

22.1 Termination by Principal for cause

The Principal may terminate this Contract immediately by notifying the Contractor if:

- (a) the Contractor is in breach of any term of this Contract and has failed to remedy the breach within 21 days after notice by the Principal;
- (b) the Contractor fails to achieve one or more of the Deliverables;
- (c) the Contractor fails to comply with the Plans;
- (d) the Contractor has in the sole opinion of the Principal, committed an unacceptable breach of a requirement under clause 11.1;
- (e) the Contractor becomes subject to any form of insolvency or bankruptcy administration;
- (f) the Contractor (where the Contractor is an individual) or a member of the Contractor's board of directors (where the Contractor is a company), the Contractor Representative or one of the Contractor's Associates involved in supplying the Services, is convicted of, or is being investigated or prosecuted for, any offence involving fraud or dishonesty, or any other offence which is punishable by imprisonment; or
- (g) this Contract is or becomes contrary to any law.

22.2 Termination by the Contractor for cause

The Contractor may terminate this Contract immediately by notifying the Principal if the Principal is in breach of any terms of this Contract and has failed to remedy the breach within 30 days after notice by the Contractor.

22.3 Effect of termination or expiry

- (a) Termination or expiry of this Contract will not affect the operation of clauses 9, 13, 14, 15.4, 16, 17, 20, 21, 24, and 27 or any rights or remedies already accrued to either party under, or in respect of any breach of, this Contract.
- (b) In addition, unless specifically stated, termination or expiry of this Contract does not affect any other contract between the parties.

22.4 Termination for convenience

- (a) In addition to any other rights it has under the Contract, the Principal may at any time terminate the Contract or reduce the scope of the Contract by notifying the Contractor in writing.
- (b) If the Principal Representative issues a notice under clause 22.4(a):
 - (i) the Principal will refund all payments made by the Contractor under the Contract. This refund will be made by electronic funds transfer within sixty (60) days of Principal receipt of the Contractor's account details; and
 - (ii) the Contractor will not be entitled to profit anticipated on the Contract or any part of the Contract terminated, nor entitled to claim for any costs or payments except as provided under clause 22.4(b)(i).

22.5 Contractor default

- (a) In addition to any other Event of Default stated in the Contract, the Contractor has committed an Event of Default if the Contractor:
 - (i) becomes bankrupt or insolvent;
 - (ii) becomes subject to one of the forms of external administration provided for in Chapter 5 of the *Corporations Act 2001*, including:
 - A. the appointment of a person to administer a scheme or compromise in relation to the body in accordance with Part 5.1 of the *Corporations Act 2001*;
 - B. the appointment of a controller or managing controller to the whole or any part of its assets or undertakings in accordance with Part 5.2 of the *Corporations Act 2001*;
 - C. the appointment of an administrator under Part 5.3A of the *Corporations Act 2001*; and
 - D. the appointment of a liquidator in relation to the body;
 - (iii) becomes subject to any form of administration under the laws of a non-Australian jurisdiction which is the same as, or substantially equivalent to, one of those referred to in clause 22.5(a)(ii);
 - (iv) is wound up by resolution or an order of the court;
 - (v) makes an assignment of its estate for the benefit of creditors or enters into any arrangement or composition with its creditors;
 - (vi) becomes an insolvent under administration;
 - (vii) ceases to carry on business;
 - (viii) suffers execution against any of its assets which has an adverse effect on the Contractor's ability to perform its obligations under the Contract;
 - (ix) fails to obtain or maintain any Authorisation required to enable it to comply with its obligations under the Contract, except to the extent that the failure or cessation was outside of the Contractor's reasonable control;
 - (x) causes the Principal to contravene an Authorisation;

- (xi) breaches any of its obligations under clause 24;
 - (xii) has acted in a manner that has or has the potential to adversely affect public health and safety;
 - (xiii) has acted in a manner that has or has the potential to seriously damage the Principal's reputation;
 - (xiv) assigns or novates, or purports to assign or novate, its rights other than in accordance with the requirements of the Contract;
 - (xv) fails to commence remedying an Event of Default within the period specified in a Default Notice;
 - (xvi) fails to remedy an Event of Default within the period specified in the Default Notice;
 - (xvii) fails to meet a Deliverable within Deliverable Date;
 - (xviii) fails to meet an obligation under the Service Timetable; or
 - (xix) has otherwise regularly or persistently failed to meet a requirement of the Contract, whether or not the Principal has required the Contractor to remedy an Event of Default under clause 22.5(b).
- (b) If the Contractor has committed an Event of Default under the Contract the Principal may:
- (i) allow the Contractor additional time to rectify the Event of Default (**Default Notice**) and require the Contractor to remedy the Event of Default within the period specified in the Default Notice; or
 - (ii) immediately treat the Contract as having been repudiated by the Contractor.
- (c) To avoid doubt, the Principal is not required to provide prior notice, either orally or in writing, of an exercise of its rights under clause 22.5(b)(ii).
- (d) If the Principal issues a Default Notice, the Contractor will:
- (i) remedy the Event of Default within the period specified in the Default Notice;
 - (ii) comply at its own cost with any directions given to the Contractor by the Principal in relation to the Event of Default; and
 - (iii) mitigate all loss, costs (including the costs of its compliance with any directions) and expenses in connection with the Event of Default, including those arising from affected subcontracts.
- (e) If the Contractor fails to remedy the Event of Default within the period specified in the Default Notice, the Principal may immediately treat the Contract as having been repudiated by the Contractor.
- (f) If Contractor is taken as having repudiated the Contract the Principal may, without limiting any other right, recover from the Contractor an amount equal to the difference between the net cost to the Principal to perform the Services under this Contract and the net cost to the Principal to perform the Services under this Contract using a third party, and issue a notice to the Contractor demanding payment of this amount.

- (g) The Contractor will pay to the Principal any amount notified as owing under clause 22.5(f) within 10 Business Days of the date of the notice.
- (h) The exercise of any of the Principal's rights under this clause 22.5 does not affect any other rights of the Principal under the Contract or otherwise, and does not constitute:
 - (i) a waiver of any other rights;
 - (ii) an election to exercise the rights under this clause 22.5 instead of other rights; or
 - (iii) a representation that the Principal will not exercise other rights,
 and the Principal may exercise such other rights notwithstanding the operation of this clause 22.5.

23. Service Timetable

23.1 Failure to meet Deliverable Date

If the Contractor fails to deliver or complete a Deliverable by the relevant Deliverable Date, the Contractor will pay within 10 Business Days of demand by the Principal Liquidated Damages for every day after the Deliverable Date to and including the earliest of the date:

- (a) that the Deliverable is completed;
- (b) of termination of the Contract; or
- (c) of the Principal taking the Services out of the hands of the Contractor.

23.2 Liquidated damages a genuine pre-estimate

- (a) The Contractor acknowledges and agrees that the Principal will suffer and incur loss and damage if a Deliverable is not completed by the Deliverable Date (**Delivery Failure**).
- (b) The Contractor acknowledges and agrees:
 - (i) that it is difficult to calculate with precision the losses the Principal may suffer for a Delivery Failure;
 - (ii) that, notwithstanding clause 23.2(b)(i), the Liquidated Damages represent a genuine pre-estimate of the Principal's losses arising from a Delivery Failure, are commensurate with the legitimate interests of the Principal that are being protected and are not extravagant, unconscionable or out of all proportion to the interests of the Principal;
 - (iii) that the Principal and the Contractor are both parties contracting at arms length, have equal bargaining power, possess extensive commercial experience and expertise and are being advised by their own legal, accounting, technical, financial, economic and other commercial professionals in relation to their rights and obligations pursuant to this Contract;
 - (iv) to pay the Liquidated Damages under clause 23.1 without any duress, coercion, undue influence or any other form of unconscionable conduct or impermissible or objectionable persuasion on the part of the Principal; and

- (v) that the Contractor entered into this Contract on the basis that the obligation to pay the amounts specified in clause 23.1 is a legally binding, valid and enforceable contractual provision in accordance with its terms.

23.3 Common law damages

The Contractor agrees that if clause 23.1 is found for any reason to be void, invalid or otherwise unenforceable or inoperative so as to disentitle the Principal from recovering Liquidated Damages, the Principal will be entitled to recover common law damages as a result of the Contractor failing to complete the Deliverable by the Deliverable Date, but the Contractor's liability for such damages (whether per day or in aggregate) will not be any greater than the liability which it would have had if clause 23.1 had not been void, invalid or otherwise unenforceable or inoperative.

24. Work health and safety

- (a) The Contractor:
 - (i) will, where applicable, comply with, and ensure that all Associates comply with, the obligation under the WHS Legislation to, so far as is reasonably practicable, consult, co-operate and co-ordinate activities with the Principal, Gladstone Ports Corporation Limited and any other person who, concurrently with the Principal, the Contractor or the subcontractor (as the case may be), has a duty under the WHS Legislation in relation to the same matter; and
 - (ii) acknowledges that it has a duty under the applicable WHS Legislation to ensure, so far as is reasonably practicable, the health and safety of Associates (including, as relevant Principal Associates) in performing the Services under the Contract.
- (b) The Contractor represents and warrants that:
 - (i) it has given careful, prudent and comprehensive consideration to the WHS implications of the work to be performed by it under the Contract; and
 - (ii) the proposed method of performance of that work complies with, and includes a system for identifying and managing WHS risks which complies with, all applicable legislation relating to WHS including the applicable WHS Legislation.
- (c) Without limiting the Contractor's obligations under the Contract or at law (and subject to any relevant foreign government restrictions), the Contractor shall provide, and shall use its best endeavours to ensure that a subcontractor provides, to the Principal within 14 days (or such other period as may be agreed by the Principal in writing) of a request by the Principal any information or copies of documentation requested by the Principal and held by the Contractor or the Contractor's Associates (as the case may be) to enable the Principal to comply with its obligations under the WHS Legislation in relation to the Contract.
- (d) If the Principal provides the Contractor with access to any Principal Premises, the Contractor shall comply with any security and safety requirements notified to the Contractor by the Principal or of which the Contractor is aware and ensure that its Associates are aware of and comply with such security and safety requirements.

- (e) The Contractor shall ensure that if the WHS Legislation requires that:
 - (i) a person (including a subcontractor):
 - A. be authorised or licensed (in accordance with the WHS Legislation) to carry out any works at the workplace, that person is so authorised or licensed and complies with any conditions of such Authorisation; and/or
 - B. has prescribed qualifications or experience, or if not, is to be supervised by a person who has prescribed qualifications or experience (as defined in the WHS Legislation), that person has the required qualifications or experience or is so supervised; or
 - (ii) a workplace, plant or substance (or design), or work (or class of work) be authorised or licensed, that workplace, plant or substance (or design), or work (or class of work) is so authorised or licensed.
- (f) If the Contractor becomes aware of any intention on the part of a regulatory authority to cancel, revoke, suspend or amend an Authorisation relating to WHS, it shall immediately notify the Principal giving full particulars (so far as they are known to it).
- (g) To the extent not inconsistent with the express requirements of the Contract, the Principal Representative may direct the Contractor to take specified measures that the Principal Representative considers reasonably necessary to comply with applicable legislation relating to WHS whilst the Services are carried out on Principal Premises. The Contractor shall comply with the direction unless the Contractor demonstrates to the reasonable satisfaction of the Principal Representative that it is already complying with the WHS Legislation in relation to the matter to which the direction relates or the direction goes beyond what is reasonably necessary to achieve compliance with the WHS Legislation. The Contractor shall not be entitled to claim relief as a result of compliance with the direction.
- (h) The Contractor shall not use ACM in providing the Services and shall not take any ACM onto Principal Premises in connection with providing the Services.

25. Relationship

25.1 Parties' relationship

The relationship between the Principal and the Contractor is that of principal and independent contractor. Nothing in this Contract will be taken as establishing the Contractor or any of the Contractor's Associates as an employee or agent of the Principal without the express written authority of the Principal.

25.2 No claims in respect of employee entitlements

The Contractor and its Associates have no Claim upon the Principal in respect of:

- (a) remuneration to employees (if any) including superannuation, leave, other entitlements, taxes or duties;
- (b) claims under workers' compensation, industrial relations or anti-discrimination legislation; and
- (c) claims under any other law affecting or relating to the relationship between an employer and employee.

25.3 Payment of tax

The Contractor is solely responsible for payment of any taxes imposed on the Contractor arising directly or indirectly from the provision of the Services (including, without limitation, income tax). The Principal may deduct instalments of tax from payments to the Contractor if required to do so under tax legislation. This does not constitute an admission or representation by the Principal that the Contractor or any of its Associates are an employee of the Principal.

25.4 No authority to bind the Principal

The Contractor does not have the authority to bind the Principal by contract or otherwise. The Contractor will not represent to any party that the Contractor is an employee or agent of the Principal.

26. Principal Access and Audit Results

- (a) During the performance of the Contract, the Contractor will permit the Principal Representative or any person authorised by the Principal Representative access to its premises, and access to any of its records or accounts, where relevant to or impacting on performance of work under the Contract (including, if applicable, any Affiliate of the Contractor). The Principal may copy any records or accounts for the purposes of the Contract.
- (b) Without limiting the generality of clause 26(a), the purposes for which the Principal Representative may require access include:
 - (i) inspecting the Ship, attending, checking or conducting stocktakes of the Ship;
 - (ii) inspecting the Ship for compliance to the environmental, work health and safety, and Problematic Substances obligations of the Contract and to ensure the Ship is being managed in accordance with the Contract; and
 - (iii) inspecting and auditing such records, accounts, books and other documentation reasonably requested by the Principal for the purpose of investigating compliance with the requirements of the Contract and any calculation of an amount payable by the Principal.
- (c) Where:
 - (i) the total value of all work with a subcontractor is expected to exceed \$25,000;
 - (ii) a subcontractor will be involved in the use, handling, removal, disposal or storage of any Problematic Substances; or
 - (iii) a subcontractor will be undertaking:
 - A. work involving Asbestos Containing Material as contemplated by subregulation 419(2) of the *Work Health and Safety Regulations 2011* (Cth);
 - B. high risk work as defined in subregulation 5(1) of the *Work Health and Safety Regulations 2011* (Cth);
 - C. demolition work as defined in subregulation 5(1) of the *Work Health and Safety Regulations 2011* (Cth);

- D. electrical work on energised electrical equipment as contemplated by the *Work Health and Safety Regulations 2011* (Cth);
- E. work involving the maintenance, removal or disposal of ordnance; or
- F. remote or isolated work as defined in subregulation 48(3) of the *Work Health and Safety Regulations 2011* (Cth),

then the Contractor will ensure that such subcontractors give the Principal Representative and any person authorised by the Principal Representative access to the subcontractors premises, and to records and accounts in connection with the performance on the work under the subcontract, equivalent to the Principal's rights under clause 26(b).

- (d) The Principal will comply with, and will require any delegate or person authorised by the Principal Representative to comply with, any reasonable Contractor, subcontractor safety and security requirements or codes of behaviour for the premises.
- (e) The Contractor must give, and must ensure a subcontractor gives, the Principal Representative and any person authorised by the Principal Representative access to all internal and third party audit results in relation to work health and safety in relation to the Services performed under the Contract.
- (f) Each party will bear its own costs of any access, inspect or audit under this clause 26.

27. General

27.1 Assignment

- (a) The Contractor may not, without the written consent of the Principal, assign its rights under the Contract.
- (b) The Principal may assign, without the consent of the Contractor, the benefit or obligations of this Contract to any present or future corporation or other entity with which the Principal is consolidated, amalgamated, corporatized or merged into or to which all or substantially all of its assets are transferred, and in that event the Principal will notify the Contractor of the assignment.

27.2 Conflicts of interest

The Contractor warrants that to the best of its knowledge, information and belief, no conflict of interest exists or is likely to arise in the performance of this Contract, and will notify the Principal if any conflict of interest arises.

27.3 Disclosure

If the Contractor becomes aware of a matter which is likely to affect materially the ability of the Contractor to perform this Contract, it will immediately notify the Principal of it.

27.4 Entire agreement

This Contract constitutes the entire agreement between the Principal and the Contractor in relation to its subject matter supersedes all tendered offers and prior representations, communications, agreements, statements and understandings, whether oral or in writing.

27.5 Force majeure

If a party is prevented from or delayed in performing an obligation by Force Majeure, and promptly acts to mitigate or remove the Force Majeure and its effect, then the obligation is suspended during, but for no longer than, the period the Force Majeure continues and any further period that is reasonable in the circumstances.

27.6 Further assurance

Each party will promptly do further acts and execute and deliver further documents (in form and content reasonably satisfactory to that party) required by law or reasonably requested by the other party to give effect to this Contract.

27.7 Governing law and jurisdiction

This Contract is governed by and construed in accordance with the law of Queensland and the parties submit to the non-exclusive jurisdiction of the courts of Queensland.

27.8 Indemnities

- (a) Each indemnity in this Contract is a continuing obligation, separate and independent from the other obligations of the parties, and survives termination, completion or expiration of this Contract.
- (b) It is not necessary for the Principal to incur expense or to make any payment before enforcing a right of indemnity conferred by this Contract.
- (c) The Contractor must pay on demand any amount it must pay under an indemnity in this Contract.

27.9 Interpretation

In this Contract:

- (a) clause headings are inserted for convenience only and do not affect interpretation; and
- (b) unless the context otherwise requires:
 - (i) a reference to a **person** includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
 - (ii) words importing the singular include the plural and vice versa;
 - (iii) words importing a gender include other genders;
 - (iv) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
 - (v) **includes** in any form is not a word of limitation; and
 - (vi) a reference to **\$** or **dollar** is to Australian currency and an obligation to pay money is an obligation to pay in Australian dollars.

27.10 No commissions

The Contractor will ensure that none of:

- (a) the Contractor;
- (b) a Related Body Corporate of the Contractor; or
- (c) the Associates of the Contractor or of a Related Body Corporate of the Contractor,

receives any money, payment or thing of value (including any disclosed or undisclosed commission, rebate, allowance or other benefit) relating in any way to the performance of any of the Services unless approved in writing by the Principal, other than payment of salaries, wages and entitlements in the ordinary course of business by an employer to its employees.

27.11 No exclusivity

The Contractor's appointment is non-exclusive. The Principal may acquire similar services from other persons or perform similar services itself.

27.12 Notices

Each communication (including each notice, consent, approval, request and demand) under or in connection with this Contract:

- (a) must be in writing;
- (b) must be signed by (or, in the case of email, sent by) the party making it or (on that party's behalf) by the solicitor for, or any attorney, director, secretary or authorised agent of, that party;
- (c) must be delivered by hand or posted by prepaid post to the address, or sent by email, except that communications pursuant to clause 22 cannot be sent by email;
- (d) subject to clause 27.12(e), is taken to be received by the addressee:
 - (i) (in the case of prepaid post sent to an address in the same country) on the fourth day after the date of posting;
 - (ii) (in the case of email) when the email enters the information system of the addressee;
 - (iii) (in the case of prepaid post sent to an address in another country) on the seventh day after the date of posting by airmail; and
 - (iv) (in the case of delivery by hand) on delivery; and
- (e) if taken to be received under clause 27.12(d) on a day that is not a Business Day or after 5.00 pm, it is taken to be received at 9.00 am on the next Business Day.

27.13 Public announcements

The Contractor will not make any public announcement via any platform (including social media) or other statement which refers or is connected to the Contract, including on any matter related to the Ship, without the approval of the Principal Representative, except if prevented from doing so by any law or the rules of any stock exchange or similar body on which the Contractor is listed.

27.14 Set-off

The Principal may set off money due to the Principal from the Contractor, or damages, costs or expenses recoverable by the Principal from the Contractor, against money due to the Contractor under this Contract or another contract between the parties.

27.15 Severability

If any part of this Contract is or becomes illegal, void or unenforceable, the legality, validity or unenforceability of the remainder of the Contract will not be affected and will be read as if that part had been severed.

27.16 Costs

Each party will bear its own legal costs and expenses in respect of the preparation and execution of this Contract.

27.17 Subcontracting

- (a) The Contractor may use a subcontractor for the performance of any obligations under this Contract only if it is in accordance with the Plans.
- (b) The Contractor remains responsible for:
 - (i) the performance and consequences of the subcontractor's activities; and
 - (ii) ensuring that the subcontractor holds appropriate insurance cover for those activities.
- (c) Without limiting clause 27.17(a) the Contractor must not use a subcontractor for any of the Services if the subcontractor:
 - (i) will not perform the Services to standards equivalent to, or consistent with MARPOL the Basel Convention and, where applicable, the Hong Kong Convention; or
 - (ii) is named by the Workforce Gender Equality Agency as an employer currently not complying with the *Workplace Gender Equality Act 2012* (Cth).

27.18 Contractor not to employ Principal employees

The Contractor will not, without the prior written consent of the Principal, during and for 12 months after the Term, engage, employ or seek to engage or employ (including via a Related Body Corporate) any person who was an employee of the Principal during the Term or induce another person to do those things.

27.19 Waiver

Failure by either party to enforce a term of this Contract will not be construed as in any way affecting the enforceability of that term or the Contract as a whole.

27.20 Counterparts

This Contract may be signed in counterparts. A counterpart may be a scanned copy of this Contract. All counterparts together are taken to constitute one document. A scanned copy of this Contract which has been signed by a party may be relied upon by a party to the same extent as if it was an original signed version of this Contract.

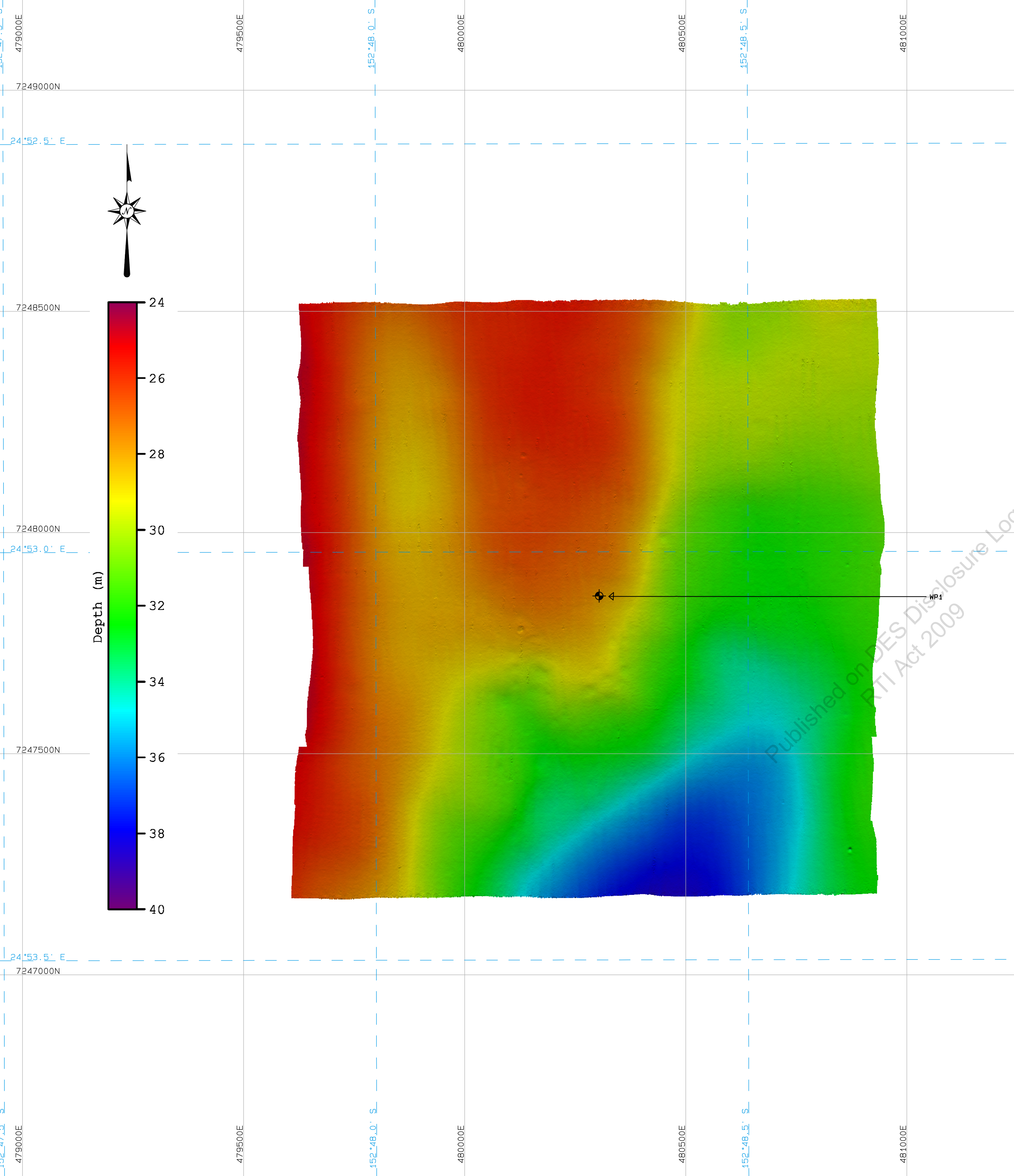
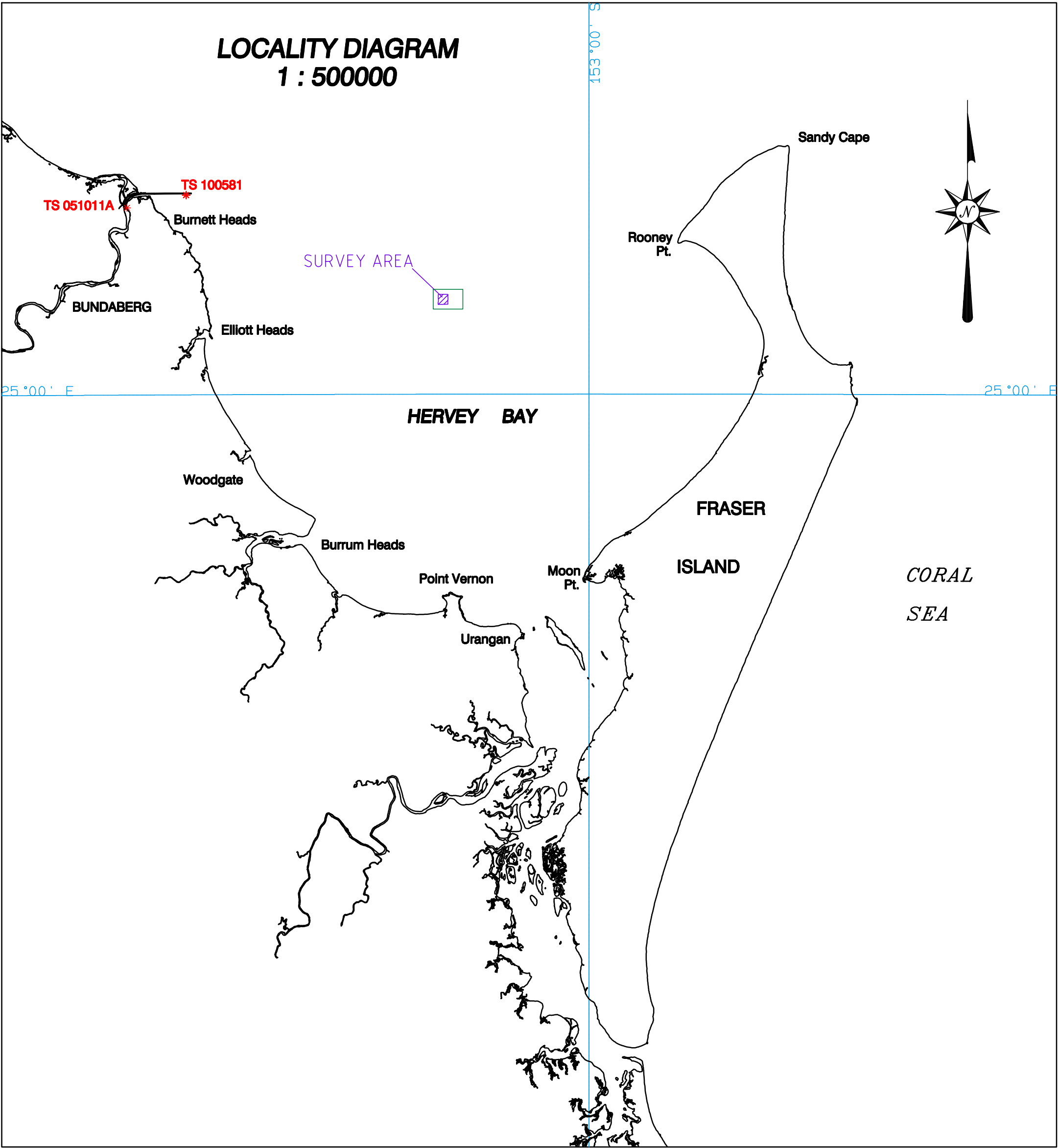
27.21 Contracted Requirement

The Contractor will, for the Service Fee and any other payment required under the Contract, provide the Services and fulfil all of its obligations under the Contract.

27.22 Survivorship

Any provision of the Contract which expressly or by implication from its nature is intended to survive the termination or expiration of the Contract and any rights arising on termination or expiration will survive, including Confidential Information, Right of the Principal to recover money and any warranties or indemnities given under the Contract.

Published on DES Disclosure Log
RTI Act 2009



NOTES:

1) This survey meets the mandatory class requirements as outlined in the document 'IHO Standards for Hydrographic Surveys 5th Edition, February 2008, Special Publication No. 44

2) Contours are computer generated to Hydrographic Standard (Inclusive)

3) Soundings coloured for clearance purposes

4) Coastline digitised from aerial photography is approximate only

5) Marinestar position check performed over PM 176448 on 23/03/2017

6) Marinestar position shifted by -0.42m E and -1.02m N based on observations at PM 176448

7) Proposed site location provided by Steve Haseck, Project Manager, Queensland Parks and Wildlife Service

8) Vertical exaggeration of 5 has been applied to the surface

9) For soundings refer to plan E600-007

10) For backscatter image refer to plan E600-006

Horizontal Datum	MGA Zone 56 (GDA94)	Easting	Northing
Base Station	Marinestar DGPS connections		
Vertical Datum	LAT based on	PM 10855 RL 5.660m	
Tide Notes			
Soundings reduced to datum using tide at Beacon No.2 (TS100581), Beacon No.2 tide using data from Bundaberg Port Gauge (050110), adjusted by 0.97 ratio and a time of 8 min earlier.			
Depth Tolerance	0.15m	Horizontal Tolerance	1.5m
Weather	10-15 knots NE		

Vessel	QG Norfolk
Echo Sounder	Kongsberg EM2040C PU version 1.5.0
Heave meter	Applanix PosW320 v5 PK 9.03 SW: 9.02
Horizontal Positioning	Marinestar 300S Applanix PosW v5 PK 9.03 SW: 9.02
Data Collection/Processing	TS 100581 ATG 051011A
Tidal Reference Station	TS 100581 ATG 051011A

SOUNDINGS (m)
2.5 below datum
0.7 above datum
LEVELS (m)
0.99 above datum
1.23 below datum

SCALE 1 : 5000 AT A1

0 50 250 500

CLASS CLIENT

N/A MSQ

* see notes

Signature	Hydrographic Surveyor
Surveyor	C Davey
Checked	Q Cantrill

Queensland Government

HYDROGRAPHIC SERVICES

Ph: (07) 3066 3500

Email: hydro@msq.qld.gov.au

HERVEY BAY

HMAS TOBRUK PROPOSED SITE

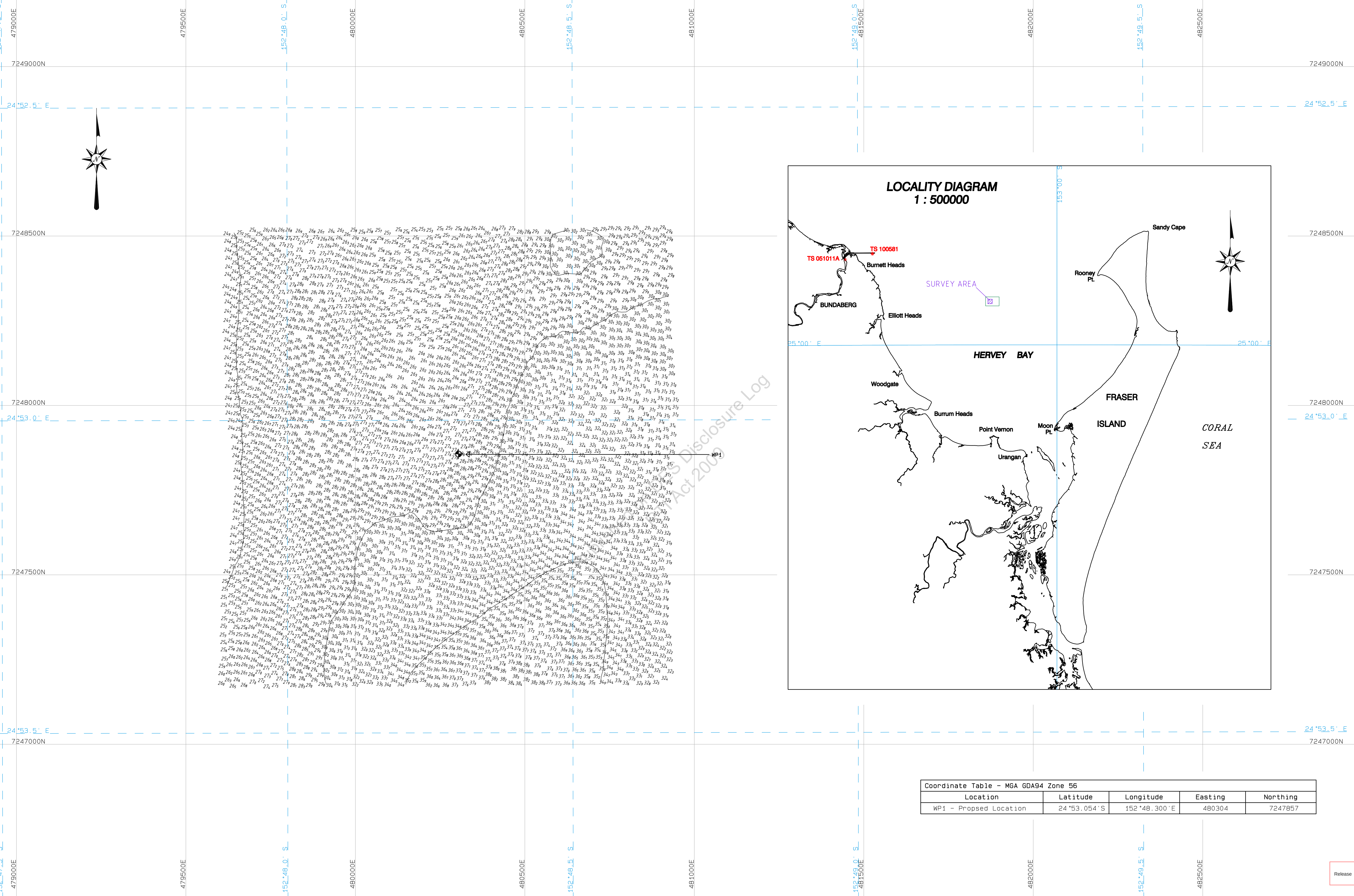
MULTIBEAM IMAGE

23 MARCH 2017

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Plot File: E600007.PDF
Job No: BB010003
Plan No:
E600-007

Release



1) This survey meets the mandatory class requirements as outlined in the document 'IHO Standards for Hydrographic Surveys 5th Edition, February 2008, Special Publication No. 44'

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5) Marinstar position check performed over PM 176448 on 28/03/2017

6) Marinstar positions shifted by -0.42m E and -1.22m N based on observations at PM 176448

7) Proposed site location provided by Steve Hosack, Project Manager, Queensland Parks and Wildlife Service

8) For multibeam usage refer to plan E600-007

9) For backscatter image refer to plan E600-006

Horizontal Datum

MGA Zone 56 (GDA94)

Base Station

Marinstar DGPS corrections

Vertical Datum

LAT based on PM 10855 RL 5.660m

Tide Notes

Soundings reduced to datum using tide at Beacon No. 2 (TS101581).
Beacon No. 2 tide using data from Bundaberg Port Gauge (ATG 051011A), adjusted by 0.97 ratio and a time of 8 min earlier.

Depth Tolerance

0.15m

Horizontal Tolerance

± 5m

Weather

10-15 knots NE

Vessel

GG Norfolk

Echo Sounder

Kongsberg EM2040C
PU version 1.5.0

Heave meter

Applanix PosMV300 v5
FK 1.03 SW 9.02

Horizontal Positioning

Applanix PosMV300 v5
SIS 743.27, 2 Dimes 18:15:0
GDA94 v5.1
Ternan001 10.61

Data Collection/Processing

Tide Reference Station

TS 10581 ATG 051011A

SOUNDINGS (m)

2
1
0
-1
-2
-3
-4
-5
-6
-7
-8
-9
-10
-11
-12
-13

below datum
above datum
below datum
below datum
below datum
below datum
below datum
below datum
below datum
below datum
below datum
below datum
below datum
below datum

050250

SCALE 1 : 5000 AT A1

500

CLASS

CLIENT

Special Order (S44)

MSQ

* see notes

Signature

Hydrographic Surveyor

Surveyor

Checked

C Davey

0 Cantrill



Queensland Government

HYDROGRAPHIC SERVICES

Ph: 07 3068 3500
Email: hydro@msq.qld.gov.au

HERVEY BAY

HMAS TOBRUK PROPOSED SITE

HYDROGRAPHIC SURVEY

23 MARCH 2017

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Plot File: E600005.PDF

Job No: BB010003

Plan No:

E600-005

Beacon No. 2 tide using data from Bundaberg Port Gauge (ATG 051011A), adjusted by 0.97 ratio and a time of 8 min earlier.

Section 6 Marine Execution Plans

6.1 Operational Aspects

All commercial operators must submit a marine execution plan at least 30 days prior to commencement of operations.

The purpose of the marine execution plan is:

- to provide an overview for the Port of Gladstone on the way vessels are intended to be operated when in the harbour,
- the nature and scope of operations to be undertaken
- to provide an indication of requirements for local bunkering and waste facilities
- to demonstrate the understanding of the operator of local conditions
- to demonstrate understating of regulatory requirements for operating in the port of Gladstone
- to demonstrate or reference the vessels safety management system and method and handling emergencies.

The *Standard for Marine Construction Activities within Gladstone Harbour* describes specific information that must be included in the MEP. Further information on intended vessel activities may be covered under the following headings. It should be noted that this is a guide that covers many types of vessels. It is not intended that every vessel will need to include every heading.

6.2 Example Marine Execution Plan Contents

A. Introduction

Brief on type of vessel, chartered by whom, and operational purpose.

B. Adherence to Government Documents

State, federal and international legislation as applicable

C. Operational Plan

- Intended start date
- Operational activity and duration
- Number of persons involved
- Departure and arrival points
- Public facilities utilised
- Navigation equipment on board as required
- Passenger counting procedure

D. Vessel Specifications

Tugs must include load test results for the tow hook/ winch quick release proving this will operate under all towing conditions and undertaken with an MSQ or Class Surveyor.

E. Crew Qualifications

- E.1 Tug and barge combination
- E.2 Passenger vessels
- E.3 Ropax

F. Manoeuvring Plan

- F.1 General including scheduling
- F.2 Tides and prevailing weather conditions
- F.3 Curtis Island effects

G. Communications

All operators are to provide details of their means of communication and understanding of requirements within Gladstone Harbour.

G.1 Harbour control communications

G.2 Ship to Shore/ Shore to ship

G.3 Intra-ship communications

As outlined in section 5.1.

H. Waste Management/ Ship-Sourced Pollution Management

All operators must provide a plan on how all waste is to be disposed of, what type of system or shore facility will be used.

H.1 Bilge/engine waste

H.2 Garbage

H.3 Sewage

As outlined in section 5.5

I. Incident Reporting

All operators must provide a plan on internal reporting responsibilities to demonstrate reporting requirements will be met in the event of an incident as outlined in section 5.6.

I.1 Marine incident

I.2 Marine pollution

J. Bunkering Plan

J.1 A description of the pollution plan that will be in place prior to any commencement of activities

J.2 A description of the emergency pollution equipment that will be readily available

As outline in section 5.5.2

K. Maintenance Plan

Brief summary of the vessels maintenance plan is to be included.

L Evacuation Procedure

This is to cover the evacuation procedure, any interaction with port services, facilities or emergency services s outlined in section 5.3.

M. Cyclone Contingency Procedure

All Construction vessels operating in the port are required to have cyclone contingency procedures endorsed by the regional harbour master (RHM). Construction traffic will enact their individual cyclone contingency plans when the port cyclone contingency plan is activated.

It is recognised that most vessels less than 17 metres in the Gladstone regional harbour master's jurisdiction will be moored in the marina and owners may not wish to move them from there. Vessels greater than 17 metres in Gladstone marina must comply with directions from the RHM and will be required to evacuate the marina and inner anchorages and proceed to their nominated safe havens.

Nominated safe havens can be any of the following:

- a. The streams and creeks in the upper reaches of the harbour such as The Narrows.
- b. Creeks that enter the Port Limits to the South of the harbour such as Colosseum Inlet and Rodd's Harbour.
- c. Anchor and ballast down in more sheltered waters in the far western or northern parts of the harbour.
- d. Departing Gladstone for waters to the south in Bundaberg, Hervey Bay or Brisbane.

The following points are to be noted by all port users:

- a. Graham's Creek is reserved for local recreational, charter and commercial vessels and is not available to construction traffic.

- b. Moorings located in the GPC buoy mooring areas and laid by GPC at Fisherman's Landing, Quoin Channel and Facing Channel are not cyclone rated and should not be relied for use as part of cyclone contingency plans.

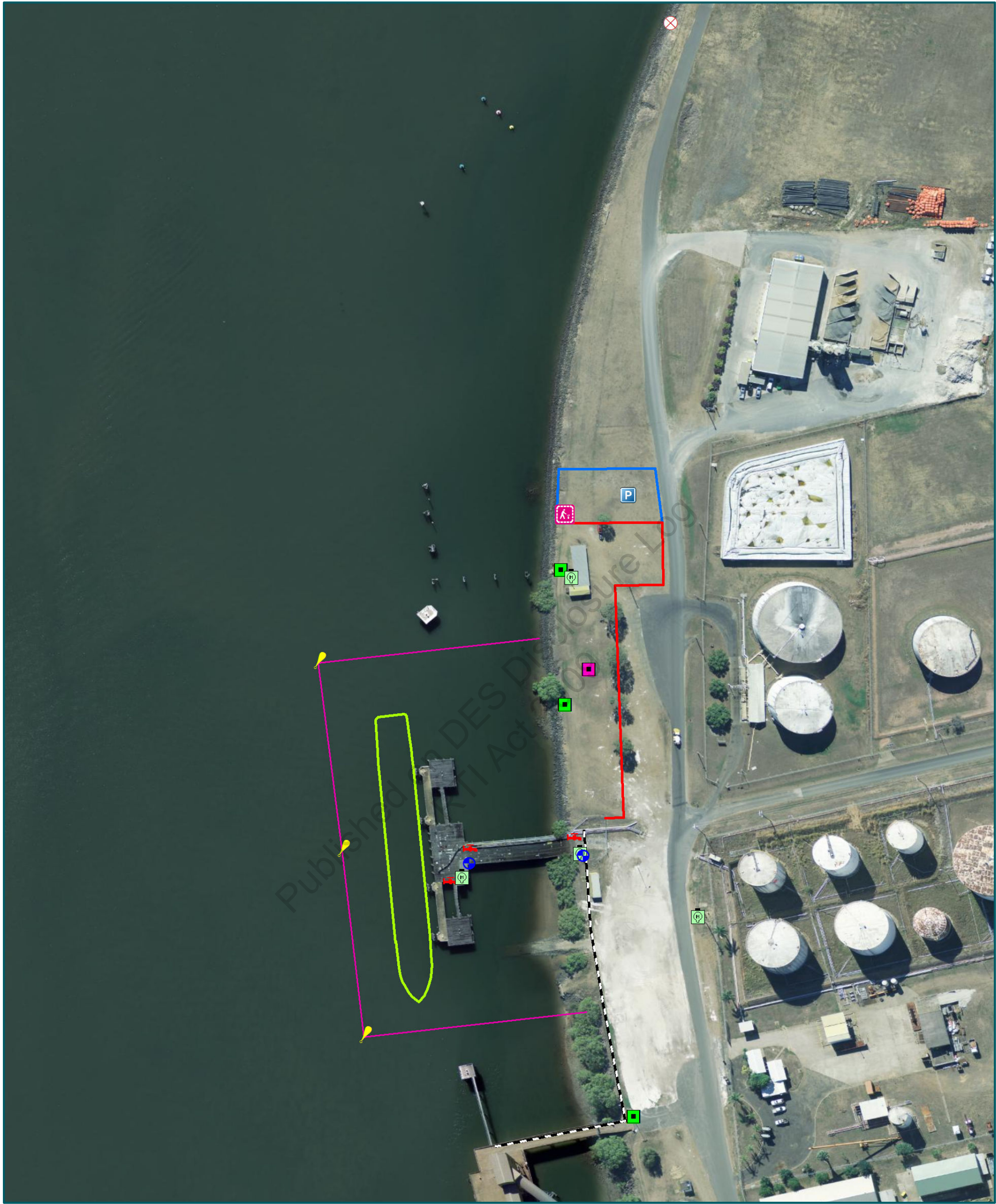
N. Health, Safety and Environment and Emergency Response

Where this information already exists in another document, for example vessel safe ship management plan, this should be referenced rather than re-created. A brief summary including drills, training frequency and emergency response is required.

Emergency contacts must be readily available to the master on board the vessel in the event of an emergency.

Published on DES Disclosure Log
RTI Act 2009

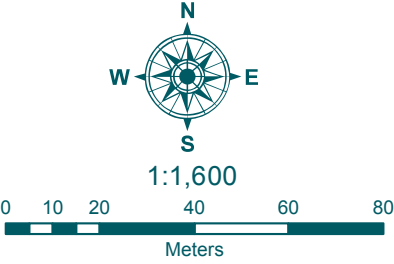
Release



Legend

- Marine exclusion zone
- Operational area
- Temporary pipeline
- Visitor area
- ex-HMAS Tobruk
- Lit Buoy
- Barge Landing Point
- Hydrant
- Interpretive display
- Mooring block
- Mooring bollard
- Power
- Water
- Visitor Parking

ex-HMAS Tobruk
Proposed operational Area



COORDINATE SYSTEM: GCS GDA 1994
HORIZONTAL DATUM: GDA 1994

ACCURACY STATEMENT
Due to varying sources of data, spatial locations may not coincide when overlaid.

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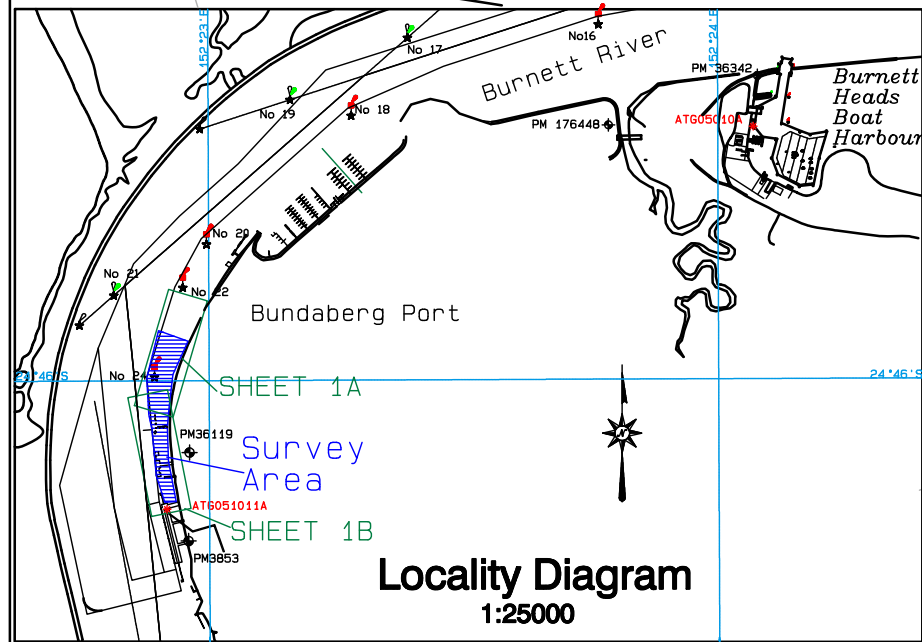
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14 June 2017
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ex-HMAS Tobruk berth
20170614 (hosecks)



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Government
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NAV AIDS - MGA ZONE 56 (GDA94)				
NAV AID	EASTING	NORTHING	ORIGIN	CHECKED
STBD BUOY LIT	437497	7260813	14/07/2017 RTK	-
PORT BUOY LIT	437504	7260805	14/07/2017 RTK	-
SPECIAL BUOY LIT	437511	7260795	14/07/2017 RTK	-
STBD BUOY LIT	437490	7260776	14/07/2017 RTK	-
No 24 PORT BCN	437473.8	7260758.9	F002-018	14/07/2017 RTK



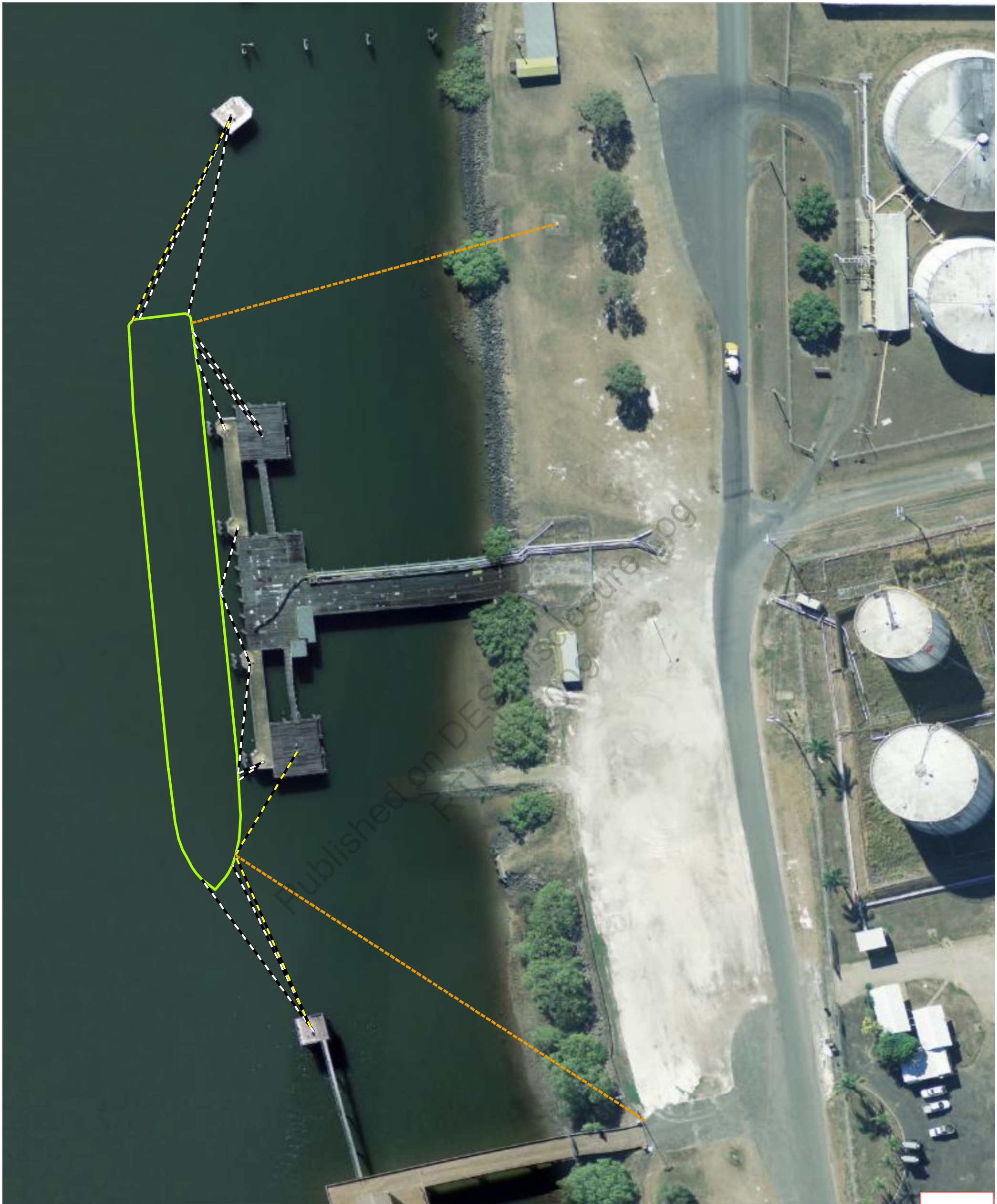
SURVEY CONTROL - MGA ZONE 56 (GDA94)					
MARK	EASTING	NORTHING	LAT	ELLIPSOID	COMMENTS
PM 176448	438974.582	7261594.615	6.282	52.349	HZ: SCDB HU: 0.010m (ADJ 17.05), VZ E11: SCDB VU: 0.31m (ADJ 17.05) LAT: RM12 TS051010A
PM 36342	439466.599	7261758.104	4.895	50.989	HZ: SCDB HU: 0.010m (ADJ 17.05), VZ E11: SCDB VU: 0.23m (ADJ 17.05) LAT: T6BM TS051010A
PM 3853	437586.809	7260217.502	6.061	52.201	HZ: SCDB HU: 0.010m (ADJ 17.05), VZ E11: SCDB VU: 0.22m (ADJ 17.05) LAT: T6BM TS051011A
PM 36119	437589.795	7260510.443	6.117	52.244	HZ: SCDB HU: 0.048m (ADJ 17.05), VZ E11: SCDB VU: 0.58m (ADJ 17.05) LAT: RM3 TS051011A

NOTES:

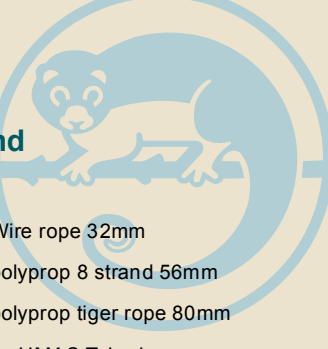
- This survey meets the mandatory class requirements as outlined in the MSG document 'Standards for Hydrographic Surveys within Queensland Waters V1.3'.
- Contours are computer generated to Hydrographic Standard (inclusive).
- Soundings coloured to 1.0m LAT for clearance purposes.
- Coastline obtained from aerial photography is approximate only.
- Horizontal and vertical control for the survey was based on RTK-GNSS survey systems using SmartNetAUS DGNSS CORS network corrections (Fixed Base Station: BDYP).
- Position check carried out over PM 3853.
- Singlebeam data was collected using HYPACK 2017.
- Soundings reduced to LAT using a LAT-Ellipsoid separation of 46.13m.
- Sidescan data was collected within the sounding extents and no significant objects were detected.

Horizontal Datum Base Station SmartNetAUS DGNSS CORS network (Fixed Base 'BDYP')	MGA Zone 56 (GDA94) Easting Northing LAT based on PM 3853 RL 6.061m	Vertical Datum Tide Notes Soundings reduced to datum using RTK-GNSS heighting and a LAT-Ellipsoid separation of 46.13m based on average separation at PM3853 and PM36119	Depth Tolerance 0.15m Horizontal Tolerance 1.5m Weather 10-15 kts SE	Vessel OP YARWIN	Echo Sounder CEESCOPE 100	Heave meter Novatel 628 RTK-GNSS	Horizontal Positioning Novatel 628 RTK-GNSS	Data Collection/Processing HYPACK 2017 TIDALIMOS 4.10.81	Tidal Reference Station ATG051011A	SOUNDINGS (m) 2.5 below datum 0.7 above datum	LEVELS (m) 0.5 above datum 1.3 below datum	SCALE 1 : 500 AT A1 0 5 25 50 CLASS C CLIENT MARITIME SAFETY QUEENSLAND *SEE NOTES	Signature Hydrographic Surveyor C KIDD Checked T REISE	 Queensland Government HYDROGRAPHIC SERVICES Ph: (07) 5506 5500 Email: hydro@mqg.qld.gov.au	BUNDABERG EX-HMAS TOBRUK PROPOSED OPERATIONAL AREA HYDROGRAPHIC SURVEY 14 JUNE 2017	Plot File: F002057.PDF Job No: BB080024 Plan No: F002-057
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Release



Legend

Type

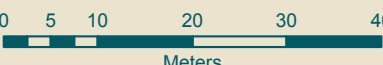
- Wire rope 32mm
- polyprop 8 strand 56mm
- polyprop tiger rope 80mm
- ex-HMAS Tobruk 18-147

ex-HMAS Tobruk

Mooring configuration



1:800



Meters

File B

COORDINATE SYSTEM: GCS GDA 1994
HORIZONTAL DATUM: GDA 1994

ACCURACY STATEMENT
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