

From: s 22(1)
To: s 22(1) @infrastructure.gov.au
Subject: FW: Flying Fish Cove Seawall Upgrade on Christmas Island - RFO10030158 [SEC=OFFICIAL]
Date: Wednesday, 4 December 2024 7:54:57 PM
Attachments: [image002.png](#)
[RFO 10030158 - Sea Wall Upgrade on Christmas Island.pdf](#)
[IOTA - WHS Evaluation Form.pdf](#)
[Map #1 Laydown Area.pdf](#)
[12642495-GHD-00-05-DRG-CI-Combined-P05.pdf](#)
[RFO 10030158 - Sea Wall Upgrade - Response Form.docx](#)
[Q&A.docx](#)

OFFICIAL

Dear Suppliers,

The Department, through Indian Ocean Territories Administration (IOTA) is seeking offers for:

RFO10030158: Flying Fish Cove Seawall Upgrade on Christmas Island

We would like to invite you to submit a response by completing the supplier response form starting from page 8 of the RFO document attached.

Note a word version of the response form is also attached.

Below is the Webex link for the Contractor briefing.

This briefing is mandatory for participation in this Tender, failure to attend will deem the supplier ineligible.

This **RFO closes at 3:00pm (Christmas Island local time) on Monday, 20 January 2025.**

Questions relating to the RFO will be permitted up until 3:00pm (Christmas Island local time) Friday, 10 January 2025 by emailing the contact officer: s 22(1)(a)(ii) @infrastructure.gov.au or s 22(1)(a)(ii) @infrastructure.gov.au using the attached Q&A form.

We look forward to receiving a positive response from you.

Contractor Briefing Agenda

- Key dates
- Tender Response Expectations
- How to lodge questions
- Scope
- Overview of drawing
- Sea wall images
- Lay Down Area / site access / traffic management

-- Do not delete or change any of the following text. --

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Commonwealth of Australia

Flying Fish Cove Seawall Upgrade on Christmas Island - RFO10030158

Background

- A The Commonwealth as represented by Department of Infrastructure, Transport, Regional Development, Communications and the Arts is seeking offers for the provision of the Supplies described in *RFO Schedule 1 – Statement of Requirement*.
- B Each respondent to this RFO is expected to
- (i) fully inform itself on all aspects of the work required to be performed;
 - (ii) submit its offer on the template provided at *RFO Schedule 2 – Offer*, and
 - (iii) submit its offer in accordance with *RFO Schedule 1 – Statement of Requirement*.
- C Each respondent, by submitting its offer, agrees that the offer is subject to the conditions outlined in the **Deed of Standing Offer 20000731 - SON3681971**
- D Each respondent, by submitting its offer, agrees that the offer is subject to any special conditions included as *RFO Schedule 3 – Special Conditions of Offer* and agrees to comply with those conditions.
- E Acceptance of an offer will occur only when a work order is executed.
- F The Commonwealth, at its discretion, may discontinue this RFO, decline to accept any offer, decline to issue any contract or satisfy its requirement separately from this RFO process.

RFO Number: 10030158

RFO Schedule 1 – Statement of Requirement

Key Dates and Details

| Event | Anticipated Dates |
|----------------------------------|--|
| Issue of RFO | 4/12/2024 |
| Closing Time | 3:00pm (Christmas Island local time) on Monday, 20 January 2025 |
| Contractor Briefing | Date: 11/12/2024 Time: 09:00am Christmas Island time Location: IOTA upstairs Board Room Video link can be provided on request. Failure to attend the briefing will deem the contractor ineligible to submit a response document. |
| Expected execution of Work Order | Monday 3 rd February 2025 |
| When Supplies are required | Materials to be on Christmas Island no later than April 2025 Shire approvals (if applicable) to be through prior to April 2025 Notice to public to be out prior to April 2025 Via Islander Works to commence April 2025 |
| RFO Distribution | RFO documentation including any updates is available from: s 22(1)(a)(ii) Senior Projects Officer Email: s 22(1)(a)(ii)@Infrastructure.gov.au |
| Lodgement Method | Offers should be lodged by email to: ATTN: s 22(1)(a)(ii) Email: s 22(1)(a)(ii)@infrastructure.gov.au Reference: PR10030158 All offers must be lodged by the Closing Time specified above. |
| Contact Officer | For all matters relating to this RFO, the Commonwealth's Contact Officer will be : |

RFO Number: 10030158

| | |
|--------------------------------|--|
| | Name: § 22(1)(a)(ii) [REDACTED] Telephone: § 22(1)(a)(ii) [REDACTED] Email: § 22(1)(a)(ii) [REDACTED] @infrastructure.gov.au OR Name: § 22(1)(a)(ii) [REDACTED] Telephone: § 22(1)(a)(ii) [REDACTED] Email: § 22(1)(a)(ii) [REDACTED] @infrastructure.gov.au |
| Question Closing Date and Time | All questions to be submitted in writing on attached Q&A document Questions will be permitted up until 3:00pm (Christmas Island local time) on Friday, 10 January 2025. |

The Supplies

The Customer is seeking the removal of the existing seawall and construction of a new Seawall in Flying Fish Cove. The guaranteed work comprises of wall sections B, C, D and E incorporating all mobilisation and demobilisation on drawing DRG-CI-00100-P05.pdf, and if requested by the Customer Wall sections A and F will be awarded at a later date.

General Scope**Supply:**

- Supplier to supply and freight all materials to complete the awarded separable portions to the design Specifications set out in Annex 2 drawing DRG-CI-00300.
- The Supplier must provide evidence of the concrete strength of N40 required as per drawing DRG-CI-00300, prior to commencement of works. (two sets of concrete samples will be taken from every pour throughout the project of which one will be sent for testing by the awarded contractor)
- Response MUST include Gantt Chart of proposed works. (please take into consideration Crab migration and tides)
- Response Must include detailed construction methodology and include Construction management plan
- Response Must Include Inspection Test Plan (Department will determine surveillance level)

RFO Number: 10030158**Site Mobilization:**

- Prior or to mobilization Customer will hold an onsite induction for the Supplier and nominated Sub-Suppliers
- The Supplier is responsible for site safety and protection, Supplier must ensure safety of the public and restrict public access to any active worksites, this is to include restricting ocean side access where necessary.
- Where practicably possible the Supplier must minimize site footprint to reduce the impact to the public.
- Where the public will be affected, public notice must be given. 14 days' notice to be given to the Customer
- Noisy works including machine works are to start no earlier than seven AM
- Public notification of the proposed works will be conducted by both the Customer and the Supplier. All works need to be scheduled in to ensure the Customer can give the Public 14 days' notice to any changes in the site works (unless there is changes needed urgently due to unforeseen circumstances / safety precautions.
- Where road traffic will be affected due to operations, all permits, and traffic management plans must be as per the Shire of Christmas Island processes. Supplier to supply all personal. Copies of approved traffic management plans are to be submitted to the Customer prior to works proceeding.

Plant and Equipment:

- All plant and equipment must meet Australian statutory requirements
- All operators must have relevant certification for the plant they are operating. Certification to be submitted to the Customer prior to works commencing.

Site Works:

- Sea wall and associated works to be constructed to the specifications and alignment laid out in Annex 2.
- All Australian standards to be followed as set out Annex 2 – Civil notes and legend 12642495-GHD-00-05-DRG-CI-0002
- All civil waste including but not limited to old sea wall, excess spoil etc to be transported to Christmas island airport. Specific location to be confirmed following the execution of contract.
- Deconstruct existing shelter to minimum extent required to enable sea wall construction. Reinstate shelter to suit new sea wall this works will only occur if section A is awarded

Back Fill of Wall

- The base of excavation at footing level to be a minimum of 650mm wide at base.
- Supplier is responsible for ensure all excavation complies with the Safework Australia Code of Practice for excavation
- Install geotextile filter to back of weep holes and fix to wall using construction adhesive
- Whole excavation to be lined with Goetextile (texcel 900R or equivalent) as per Drawing No. 00300 Product of choice must be named in submission
- Compact backfill with plate compactor in 300mm maximum lifts. Customer representative must view lift compactions.
- Aggregate for backfill to be a mix of 5mm/10mm/14mm (equal quantities of each)
- 250mm – 300mm topsoil on top of aggregate to form grass to be level with existing floor level.

RFO Number: 10030158**Expansion Joints and joining of existing wall to new wall**

- Expansion joints to be a maximum of 30m centres.
- Geotextile to finish 10mm from each side of joint.
- Paint end of first cast with Bondbreaker or equivalent product.
- 20 x 20 recess with approved sealant, Bondbreaker or equivalent product to base of recess, tooled edges.
- 20mm diameter dowels (saw cut hot dipped Galv) 450mm long at 500mm centres placed central in footing and wall.
- 2 N12 support bars on first cast end
- Plastic expansion dowel caps on second cast end.

Concrete reinforcements

- N16 notched reinforcing bar to be used for all reinforcing.
- Upright bars at 150mm centres with a minimum of 100mm cover (reo to be no closer than 100mm from exposed edges)
- Upright bars to have a minimum overlap of 500mm on all joins.
- Cross-bars to be set at 150mm centres.
- All cross bars to have minimum 500mm overlap on all joins
- All cross bars to be tied to uprights and tied at all joins with 1.6mm galvanized Tie Wire.

Concrete lifts

- First, lift to finish at footing height.
- Area of footing to wall to have scabbled finish.
- Supplier to pre-determine height of each lift in submission in comparative to wall height.
- Each lift to have scabbled finish.
- Each lift to have visible horizontal join line continuously along length of wall.
- Weep holes to be in first lift of wall, 1000mm below natural ground height and at natural ground height.
- Weep holes to be 50mm minimum diameter P.V.C. at 2.4m max centers.
- Back side of weep holes to have 500mm x 500mm geotextile filter fixed to wall using construction adhesive (Geotextile material and construction adhesive to be named in submission for approval).

Wave wall top

- Height of wave wall to be 500mm.
- Width of wave wall to be 800mm concrete regardless of width of wall with rebate to be at the backside of wall.
- Decorative grouted stone facing to be minimum thickness of 100mm.
- Reinforcement bars to be shaped into wall top with same 100mm clearance.
- Top edges to have 25mm beveled edges.

Blinding

- If Blinding is needed its width is to be 650mm wider than the footing with a 325mm overhang at the front and back of footing
- A beveled edge of 2-1 at front and back
- Concrete quality – N20

- At the completion of each separable portion Supplier must make good surrounding areas in the vicinity of the completed seawall

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Supplier must include in the response copies of the following pro-formas:

- Job Hazard analyses
- Safe work method statements

| | |
|---|---|
| Facilities and assistance offered by the Commonwealth | <p>The Commonwealth can supply on request 8, 1 bedroom self-contained dongas, located at Canstruct camp for accommodation of supplier's workforce during the works</p> <p>Northern Carpark at the end FFC may be used for constructor's lay down purposes see attached Map #1</p> |
| Delivery Address and Instructions for Supplies | Not Applicable |

Standards and Best Practice

All Australian standards to be followed as set out Annex 2 – Civil notes and legend 12642495-GHD-00-05-DRG-CI-0002

Prior to commencement of the Contract, the Customer's Contract Manager and the Supplier's Contract Manager will identify any potential work health and safety (WHS) issues anticipated to arise during the term of the contract and assign management of each issue identified to the party best able to manage it. For all issues assigned to the Supplier, the Supplier will provide the Customer with a WHS plan for approval and no work will commence until the plan is approved unless agreed in writing by the Customer.

Throughout the Contract Term, the Customer and the Supplier will proactively identify and cooperate to manage any WHS issues that arise.

The Supplier must, in carrying out this contract, comply with:

- a. all relevant legislation, codes of practice and national standards relating to work health and safety, including in relation to consultation, representation and participation; and
- b. all applicable policies and procedures relating to work health and safety, including those that apply to the Commonwealth's premises when using those premises.

In the event of any inconsistency between any of the laws, policies and procedures, the Supplier must comply with those policies and procedures that produce the highest level of health and safety.

RFO Number: 10030158**Notifiable Incidents**

If an event occurs in relation to the Supplier's work under this contract that leads, or could lead, to the death, an injury or illness to a person, or dangerous incident (**Notifiable Incident**), the Supplier must:

- a. immediately report the matter to the Customer, including all relevant details that are known to the Supplier;
- b. as soon as possible after the Notifiable Incident, investigate the Notifiable Incident to determine, as far as it can reasonably be done:
 - i. its cause; and
 - ii. what adverse effects (if any) it will have on the Supplier's work under this contract, including adverse effects on risks to health and safety;
- c. as soon as possible after the Notifiable Incident, take all reasonable steps to remedy any effects of the Notifiable Incident on health and safety;
- d. as soon as possible after the Notifiable Incident, take all reasonable steps (including by instituting procedures and systems) to ensure that an event or circumstance of the kind that led to the Notifiable Incident does not recur;
- e. within 2 Business Days after the Notifiable Incident, give the Commonwealth a written report providing further details of the Notifiable Incident, including the results of the investigations required in paragraph (b) above, and a statement of the steps the Supplier has taken or that the Supplier proposes to take as required in paragraph (c) and (d) above, and
- f. within 3 months after the Notifiable Incident, give the Customer a written report giving full details of its actions in relation to the Notifiable Incident.

The Supplier must fully co-operate, at the Supplier's own cost, with any investigation by any government agency (including the Commonwealth) with respect to a Notifiable Incident, including parliamentary inquiries, boards of inquiry and coroner's investigations.

Insurance Requirements

The successful contractor is responsible for obtaining the following insurances and must provide a copy to the Customer prior to work commencing:

- a. **Public and Product Liability:** Public and products liability insurance covering the legal liability of the Supplier and the Supplier's personnel arising out of the Products and / or Services for an amount of:
 - i. not less than \$10 million for any one occurrence;
 - ii. unlimited in the aggregate in respect of public liability; and
 - iii. limited in the annual aggregate to \$10 million in respect of products liability;
- b. **Workers' Compensation:** As required by law; and
- c. **Personal Injury Policy:** As required by law.

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RFO Schedule 2 – Offer

Drafting Note:

To assist Respondents to frame their offer, prior to issuing this RFO, please delete items that are not applicable for your Requirement. For example, if you are seeking goods only, delete the 'specified personnel' and 'prices for services' sections. If you are seeking services only, delete the 'prices for goods' section. Do NOT delete the Subcontractor section.

Instructions to assist respondents to complete their offer have been included as white text on a black background.

Respondent's Details

Full legal name and postal address:

ACN/ARBN (if applicable):

ABN (if applicable):

Contact Officer

For all matters relating to this RFO, the respondent's Contact Officer will be:

Name/position title:

Telephone

Mobile:

Email:

Contract Manager

Instruction to Respondents:

Respondents should provide the requested details of the person who is the respondent's proposed Contract Manager, responsible for general liaison and accepting and issuing any written notices under the contract, if a contract is awarded.

Name/position title:

Telephone:

Mobile:

Address for Notices:

Name/position title:

Postal Address:

Email Address:

Respondent's Offer

Instruction to Respondents:

Respondents should describe how they will meet the Commonwealth's requirements set out in Schedule 1.

Proven Capacity

Statement of Skills and Experience

Instruction to Respondents:

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Respondents should provide evidence of their skills and experience in providing the Supplies.

Specified Personnel

Instruction to Respondents:

If the quality of the respondent's offer is based on the experience of its personnel, the respondent should provide full details here. Attach CVs where appropriate. If no Specified Personnel, insert "Not applicable".

Note that fees shown in this table form part of the pricing table below – they are not additional.

| Name | Position/Role |
|------|---------------|
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Subcontractors

Instruction to Respondents:

Respondents must provide (in the form of the table below) details of subcontractors that the respondent proposes to engage where the value of the services to be undertaken by the subcontractors is anticipated to exceed \$20,000 (exclusive of GST). If no subcontractors will be used insert "Not applicable".

| Proposed subcontractor (full legal name & ABN/ACN) | Scope of works to be subcontracted and technical significance |
|---|---|
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Referees

Instruction to Respondents:

Respondents are to provide details of at least two referees relevant to this Offer. Referees selected are to have **direct working knowledge** of the respondent's capabilities and capacities in relation to similar Supplies. Daytime contact details for each referee must also be provided to ensure that the Commonwealth will have appropriate access to the referees listed.

| Referee Name | Position/Company | Phone No: | Email Address |
|--------------|------------------|-----------|---------------|
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Pricing Table for Separable

| | | |
|--|--|--|
| Preliminary set up | Lump Sum | |
| Demobilisation | Lump Sum | |
| Section A (including stairs and bus shelter works) | 89.39 Lineal Metres assuming 4m wall height Sand Base | |
| Section B, C,D,E | 73.71 Lineal Metres assuming 4m wall height Sand Base | |
| Section F | 32.17 Lineal Metres assuming 4m wall height Sand Base | |

Pricing Note: Supplier to price on the basis of an assumed 4m wall height. Actual price will be adjusted depending on actual price of wall built with adjustment as per the following table:

| Price Adjustment Table - this table will be used for adjusting the above table for the actual build heights. | | | | | |
|---|--|---|--------------|----------|--------|
| Item | | Description of Activities | Unit | Quantity | Amount |
| | | <i>All freight, plant and labour to be included in linear m rates for items 9,10 and 11</i> | | | |
| 9 | | <i>Wall on weathered rock, provision for weepholes and expansion joints including</i> | Linear metre | | |
| 9(a) | | Supply and fix steel reinforcing, complete with ties and chairs. Supply, erect and strip formwork. Pour concrete footings (650 mm x 500 mm) and 400 mm thick wall up to 1000 mm height from base of footing to base of 'wave wall' | Linear metre | | |

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|------|--|---|--------------|--|--|
| 9(b) | | Supply and fix steel reinforcing, complete with ties and chairs. Supply, erect and strip formwork. Pour concrete footings (1300 mm x 500 mm) and 460 mm thick wall up to 2000 mm height from base of footing to base of 'wave wall' | Linear metre | | |
| 9(c) | | Supply and fix steel reinforcing, complete with ties and chairs. Supply, erect and strip formwork. Pour concrete footings (1950 mm x 500 mm) and 690 mm thick wall up to 3000 mm height from base of footing to base of 'wave wall' | Linear metre | | |
| 9(d) | | Supply and fix steel reinforcing, complete with ties and chairs. Supply, erect and strip formwork. Pour concrete footings (2300 mm x 500 mm) and 800 mm thick wall up to 3500 mm height from base of footing to base of 'wave wall' | Linear metre | | |
| 9(e) | | Supply and fix steel reinforcing, complete with ties and chairs. Supply, erect and strip formwork. Pour concrete footings (2600 mm x 500 mm) and 920 mm thick wall up to 4000 mm height from base of footing to base of 'wave wall' | Linear metre | | |
| 9(f) | | Supply and fix steel reinforcing, complete with ties and chairs. Supply, erect and strip formwork. Pour concrete footings (2930 mm x 500 mm) and 1060 mm thick wall up to 4500 mm height from base of footing to base of 'wave wall' | Linear metre | | |
| 9(g) | | Supply and fix steel reinforcing, complete with ties and chairs. Supply, erect and strip formwork. Pour concrete footings (3250 mm x 500 mm) and 1200 mm thick wall up to 5000 mm height from base of footing to base of 'wave wall' | Linear metre | | |

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|-------|--|--|--------------|--|--|
| 10 | | <i>Wall on sand base, provision for weepholes and expansion joints</i> | | | |
| 10(a) | | Supply and fix steel reinforcing, complete with ties and chairs. Supply, erect and strip formwork. Pour concrete footings (800 mm x 800 mm) and 400 mm thick wall up to 1000 mm height from base of footing to base of 'wave wall' | Linear metre | | |
| 10(b) | | Supply and fix steel reinforcing, complete with ties and chairs. Supply, erect and strip formwork. Pour concrete footings (1600 mm x 800 mm) and 460 mm thick wall up to 2000 mm height from base of footing to base of 'wave wall' | Linear metre | | |
| 10(c) | | Supply and fix steel reinforcing, complete with ties and chairs. Supply, erect and strip formwork. Pour concrete footings (2400 mm x 800 mm) and 690 mm thick wall up to 3000 mm height from base of footing to base of 'wave wall' | Linear metre | | |
| 10(d) | | Supply and fix steel reinforcing, complete with ties and chairs. Supply, erect and strip formwork. Pour concrete footings (2800 mm x 800 mm) and 800 mm thick wall up to 3500 mm height from base of footing to base of 'wave wall' | Linear metre | | |
| 10(e) | | Supply and fix steel reinforcing, complete with ties and chairs. Supply, erect and strip formwork. Pour concrete footings (3200 mm x 800 mm) and 920 mm thick wall up to 4000 mm height from base of footing to base of 'wave wall' | Linear metre | | |

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|-------|--|--|--------------|--|--|
| 10(f) | | Supply and fix steel reinforcing, complete with ties and chairs. Supply, erect and strip formwork. Pour concrete footings (3600 mm x 800 mm) and 1060 mm thick wall up to 4500 mm height from base of footing to base of 'wave wall' | Linear metre | | |
| 10(g) | | Supply and fix steel reinforcing, complete with ties and chairs. Supply, erect and strip formwork. Pour concrete footings (4000 mm x 800 mm) and 1200 mm thick wall up to 5000 mm height from base of footing to base of 'wave wall' | Linear metre | | |
| 11 | | <i>Wall on sand base with blinding layer, provision for weepholes and expansion joints</i> | | | |
| 11(a) | | Where the depth to foundation in relation to natural surface level behind the wall exceeded the maximum wall height of 5000m mm, blinding concrete is to be placed below the wall footing to achieve the required surface level behind the wall. Wall on sand 5000m high and 1200 mm thick, on base 3250 mm x 800 mm , with addition of blinding concrete layer to depth of -1.850 CIHD | Linear metre | | |

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Released under the Freedom of Information Act 1982 by the Department of Infrastructure, Transport, Regional Development, Communications, Sport and the Arts

Reimbursable Expenses (Travel)

Drafting Note:

Estimate any other costs that will be incurred but cannot be accurately calculated in advance, and are NOT included in the Fixed Price above. Make sure you include any and all possible expense items as failure to include an item means the Customer will assume it has been included in the Fixed Price.

Add additional lines to the table as required, or insert appropriate text below the table.

Note: The Customer will not reimburse the Supplier for any nominated project expenses, travel, accommodation or associated expenses incurred for the purposes of the Contract unless:

- a) the Supplier obtains the Customer's specific written approval prior to the relevant expense being incurred,
- b) all domestic air travel is economy class,
- c) amounts claimed for accommodation and other expenses do not exceed the total amount specified in Tax Determination [TD 2024/03](#) or the applicable financial year's Taxation Determination issued by the Australian Taxation Office, and
- d) a claim for reimbursement is submitted supported by a copy of the paid Tax Invoice.

If all costs are included in the Fixed Price table above, type "Not Applicable" in the table below.

| Description/Comments | Cost (GST Exclusive) | GST Component | Total Cost (GST Inclusive) |
|------------------------------------|-------------------------|------------------|-------------------------------|
| | | | |
| | | | |
| | | | |
| | | | |
| Total Reimbursable Expenses | | | |

Facilities and Assistance
Instruction to Respondents:

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If the respondent's proposal and pricing is based on the Commonwealth providing any facilities and assistance, these should be stated here. You may refer to the facilities and assistance (if any) offered by the Commonwealth in *RFO Schedule 1 – Statement of Requirement*, by inserting 'we require only the facilities and assistance offered by the Commonwealth in *RFO Schedule 1 – Statement of Requirement*.' If no facilities or assistance is required, insert "Not applicable". Note that any costs incurred by the Commonwealth in providing the proposed facilities and assistance will be considered in evaluating the comparative value for money of the proposal.

Additional Information

Instruction to Respondents:

Respondents should provide additional details, if any, that the Respondent wants the Commonwealth to consider here. This should be as brief as possible and may not exceed two A4 pages. If a real or perceived conflict of interest would exist if the Supplier entered into a contract with the Commonwealth for the Supplies in this offer, full details should be included here.

Administrative Information

Confidentiality of Tenderer Information

Instruction to Respondents:

Respondents must identify, in the table below, any aspects of their offer that they consider should be kept confidential, with reasons. If none, the respondents should complete the table with 'Nil' and "Not applicable" in the relevant columns.

Respondents should note that the Commonwealth will only agree to treat information as confidential in cases that it considers appropriate. In the absence of such agreement, the Commonwealth has the right to disclose any information contained in the offer.

Further information to assist you to assess whether particular information would be able to be treated as confidential is available at <http://www.finance.gov.au/publications/fmg-series/03-guidance-on-confidentiality-in-procurement>.

| Provisions considered necessary to be confidential | Reasons for requesting confidentiality |
|--|--|
| | |
| | |

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Declaration by Respondent

The Respondent offers to provide the Supplies described in *Schedule 1* to the RFO (*Statement of Requirement*) on the following terms ;

- The terms of the RFO including *Schedule 1* to the RFO (Statement of Requirement)
- the *Deed of Standing Offer*
- this *Schedule 2* to the RFO (*Offer*); and
- the special conditions (if any) in Schedule 3 to the RFO.

These documents collectively comprise the Respondent's "Offer".

The Offer

The Respondent agrees that the Commonwealth may accept or decline to accept the Respondent's Offer in its discretion. No commitment or contract exists until a work order is executed by both parties. The Respondent agrees that the Commonwealth is not required to enter into any work order in connection with the RFO.

The Respondent agrees that participation in any stage of the RFO process is at the Respondent's sole risk and cost.

Validity

The Offer must remain open for acceptance for 60 calendar days from the Closing Time.

Alterations

The Commonwealth may decline to consider an offer in which there are alterations, erasures, illegibility, ambiguity or incomplete details.

Amendments and Queries

The Commonwealth may amend, or clarify any aspect of the RFO prior to the RFO Closing Time by issuing a formal amendment to the RFO in the same manner as the original RFO was distributed. Such amendments or clarifications will, as far as is practicable be issued simultaneously to all parties.

Clarification

The Commonwealth may, at any time during the RFO process, seek clarification or additional information from, and enter into discussions and negotiations with, any or all respondents in relation to their offers. In doing so, the Commonwealth will not allow any respondent to substantially tailor or amend their offer.

Confidentiality of Tenderer Information

In their offer, respondents must identify any aspects of their offer that they consider should be kept confidential, with reasons. Respondents should note that the Commonwealth will only agree to treat information as confidential in cases that it considers appropriate. In the absence of such an agreement, respondents acknowledge that the Commonwealth has the right to disclose the information contained in their offer.

Alternatives

Respondents may submit offers for alternative methods of addressing the Commonwealth requirements described in the RFO where the option to do so was stated in the RFO or agreed in writing with the Commonwealth prior to the RFO Closing Time. Respondents should provide a sufficient level of detail about the alternative solution to enable its evaluation.

Reference Material

If the RFO references any materials including, but not limited to, reports, plans, drawings, samples, information or other reference material, the respondent is responsible for obtaining the referenced material and considering it in framing their offer.

Price Basis

Prices quoted must be provided as a fixed maximum price and show the GST exclusive price, the GST component and the GST inclusive price.

The Contract Price must be inclusive of GST and all other taxes, duties (including any customs duties) and any government charges imposed or levied in Australia or overseas. The Contract Price, which must include any and all other charges and costs, will be the maximum price payable by the Commonwealth for the Supplies.

Evaluation and Acceptance

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The Commonwealth will evaluate offers in accordance with the Commonwealth Procurement Guidelines to determine the best value for money outcome for the Commonwealth. The criteria for evaluation will encompass:

- (a) the extent to which the respondent's offer meets the Commonwealth's requirement set out in the RFO;
- (b) the respondent's proven capacity to provide the requirement; and
- (c) the total costs to be incurred by the Commonwealth.

The Commonwealth will notify unsuccessful respondents of the final decision and respondents may request a debriefing following the award of a contract in relation to the RFO.

Referees

The Commonwealth reserves the right to contact the respondent's referees, or any other person, directly and without notifying the respondent.

Reporting Requirements

Respondents acknowledge that the Commonwealth is subject to legislative and administrative accountability and transparency requirements including disclosure to Parliament and its Committees.

For any work orders awarded, without limiting the Commonwealth's right to disclose other information, the Commonwealth will publicly disclose the supplier's name and postal address as well as a range of details about the work order, including contract value and the names of any subcontractors engaged in respect of the Contract.

Respondents should also note the requirements of the *Freedom of Information Act 1982* (Cth).

Conflict of interest

Respondents must notify the Commonwealth immediately if any actual, potential or perceived conflict of interest arises (a perceived conflict of interest is one in which a reasonable person would think that the person's judgement and/or actions are likely to be compromised).

Collusive tendering and Unlawful Inducements

Respondents and their officers, employees, agents and advisors must not engage in any collusive tendering, anti-competitive conduct or any other similar conduct with any other respondent or person or offer any unlawful inducements in relation to their offer or the RFO process.

Respondents must disclose where offers have been compiled with the assistance of current or former (within the previous 12 months) employees or contractors of the Commonwealth and should note that this may exclude their offer from consideration.

Commonwealth Material

The Commonwealth will make available the Commonwealth Material (if any) specified in the "Commonwealth Material" section in *RFO Schedule 1 - Statement of Requirement*.

| | |
|------------------------------------|------------------------------------|
| Signatory's printed name: | Signatory's signature: |
| Signatory's Position | Date |
| Signatory's Phone Number | Signatory's Email Address |
| Witness's printed name | Witness's signature |

RFO Number: 10030158**RFO Schedule 3 – Special Conditions of Offer****Compliance with the Code for Tendering and Performance of Building Work 2016**

The Code for the Tendering and Performance of Building Work 2016 applies to the building work associated with this project. By submitting an expression of interest in, or tender for, this project, you will become subject to the Code for the Tendering and Performance of Building Work 2016.

Drafting Note:

For many Requirements it will not be necessary to specify any special conditions. However, some agencies have developed a range of special conditions (for example, agency specific security requirements). Before completing this section, you should consider whether any of these agency specific clauses apply.

If your Requirement necessitates particular special conditions, please consult your agency procurement advice team before using this provision.

If no other special conditions apply, insert "Not applicable".



Australian Government

Department of Infrastructure, Transport,
Regional Development, Communications and the Arts

Territories Division Contractor WHS and Project Management Evaluation Checklist

This Checklist forms part of the Department's tender evaluation process. It must be completed and submitted with the request for tender or quote offer.

Some questions ask you to 'describe', 'provide details' or 'provide copies or examples'. You must attach all additional documents to your completed Checklist and return these documents to the Department.

Tenders must verify their responses in the Checklist by providing evidence, where appropriate.

CONTRACTOR DETAILS

Company Name:

Address

State:

Post Code:

Name of Person Completing Form :

Position:

Email:

Contact Number:

WHS MANAGEMENT

1 Which of the following hazard areas are relevant to the undertakings your organisation is bidding for:

Construction

Hazardous Chemicals

Working at heights

Electrical work

Plumbing Work

Other (please explain)

Excavation Work

Use of plant / equipment

2 Please provide a summary of the WHS Risks involved with the work your organisation is bidding for and an overview of how your organisation manages those risks.

Please provide any relevant safety system documentation. Is relevant documentation attached? Yes No

Examples of relevant documentation: Safety Procedures, Safety Plans, Risk Management documentation (SWMS, JSAs and Risk Assessments etc.).

3 Does your organisation record and investigate incidents? Yes No

Please explain process:

4 Does your organisation regularly inspect and maintain plant and equipment operated/owned by the company?

Yes No

Please explain process:

5 Does your organisation engage contractors? Yes No

Please explain selection and engagement processes relevant to WHS and attach relevant supporting documentation.

6 Do your workers participate in work health and safety training? Yes No

Please summarise:

Released under the Freedom of Information Act 1982 by the Department of Infrastructure, Transport, Regional Development, Communications, Sport and the Arts

7 Does your organisation ensure that workers/contractors hold the required certification, licence or permit for the specific activities?

Yes No

Please explain process used within the organisation:

8 Does your organisation conduct workplace inspections (including monitoring contractors) to conduct health and safety inspections?

Yes No

Please explain process and attach relevant supporting documentation:

9 Has your organisation had a notifiable incident in the last 12 months?

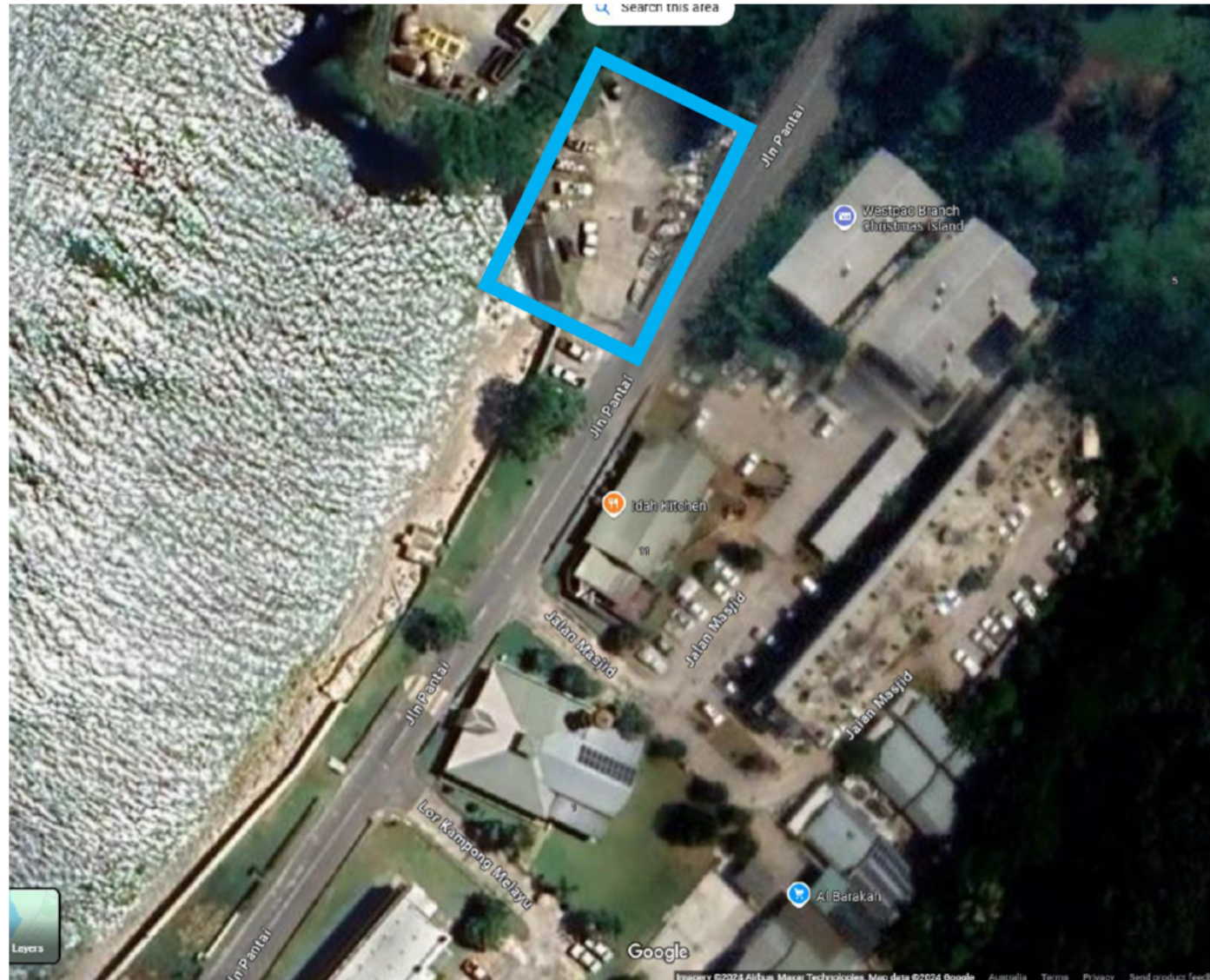
Yes No

What has the organisation done to mitigate the incident happening again?

10 Has your organisation ever failed to deliver similar projects on time or on budget?

Yes If Yes, please give mitigation strategies that the organisation has put in place for this project to ensure it runs on time and within the proposed budget.
No

MAP #1 Laydown Area

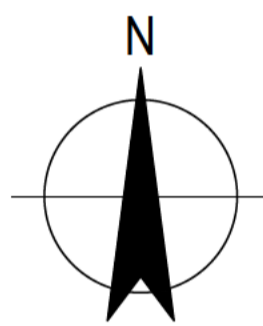


INDIAN OCEAN TERRITORIES ADMINISTRATION

CHRISTMAS ISLAND, FLYING FISH COVE

SEAWALL REPLACEMENT

PROJECT NUMBER 12642495



LOCALITY PLAN

SCALE 1:5000

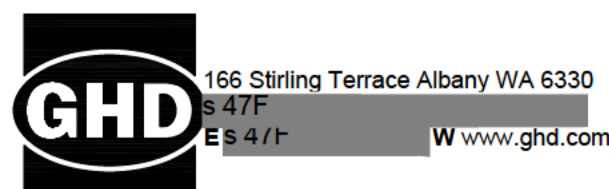
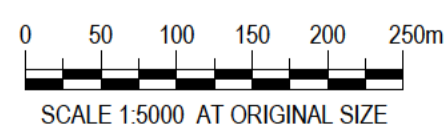


THIS DRAWING INCLUDES COLOURED INFORMATION. COPIES OF THIS DRAWING MUST BE PRODUCED IN COLOUR.

DRAWING LIST

| DRG No. | DRAWING TITLE |
|---------------------------------|----------------------------------|
| 12642495-GHD-00-01-DRG-CI-00001 | LOCALITY PLAN AND DRAWING LIST |
| 12642495-GHD-00-01-DRG-CI-00002 | CIVIL NOTES AND LEGEND |
| 12642495-GHD-00-01-DRG-CI-00100 | OVERALL GENERAL ARRANGEMENT PLAN |
| 12642495-GHD-00-01-DRG-CI-00200 | LAYOUT PLAN - SHEET 1 |
| 12642495-GHD-00-01-DRG-CI-00201 | LAYOUT PLAN - SHEET 2 |
| 12642495-GHD-00-01-DRG-CI-00202 | LAYOUT PLAN - SHEET 3 |
| 12642495-GHD-00-01-DRG-CI-00300 | TYPICAL CROSS SECTION - SEAWALL |
| 12642495-GHD-00-01-DRG-CI-00400 | TYPICAL CONCRETE STAIR DETAILS |
| 12642495-GHD-00-01-DRG-CI-00500 | TYPICAL DRAINAGE DETAILS |

| | | | | |
|----------|---------------------------|----------------|----------|------------|
| Rev | Description | Checked | Approved | Date |
| P02 | ISSUED FOR TENDER | S 47F | | 22/11/2024 |
| P01 | ISSUED FOR CLIENT COMMENT | | | 22/10/2024 |
| Author | S 47F | Drafting Check | S 47F | |
| Designer | S 47F | Design Check | S 47F | |



Project No.
12642495

| | |
|---------|--|
| Client | INDIAN OCEAN TERRITORIES ADMINISTRATION |
| Project | CHRISTMAS ISLAND, FLYING FISH COVE SEAWALL REPLACEMENT |
| Status | PRELIMINARY |

| | |
|---------------|--|
| Drawing Title | |
| Drawing No. | |
| Rev | |

GENERAL NOTES

- UNLESS NOTED OTHERWISE ON A PARTICULAR DRAWING THESE NOTES APPLY TO ALL DRAWINGS IN THIS SET.
- ALL CODES REFERRED TO ARE THOSE CURRENT (AS AMENDED) AT COMMENCEMENT OF TENDERING PERIOD.
- GIVE TWO WORKING DAYS NOTICE TO SUPERINTENDENT SO THAT INSPECTION MAY BE MADE OF CRITICAL STAGES OF WORK.
- DO NOT OBTAIN DIMENSIONS BY SCALING FROM DRAWINGS.
- DIMENSIONS ARE IN MILLIMETRES UNLESS NOTED OTHERWISE.
- ANY AMBIGUITY OR DISCREPANCY SHALL BE REFERRED TO THE SUPERINTENDENT FOR CLARIFICATION BEFORE WORK COMMENCES.
- SET OUT TO BE INSPECTED AND CONFIRMED BY SUPERINTENDENT BEFORE COMMENCING WORK.
- SUPPLY RELEVANT SECTIONS OF NOTES TO ALL SUB-CONTRACTORS.
- REINSTATE ALL ASSETS AFFECTED BY THE WORKS IN ACCORDANCE WITH THE RELEVANT AUTHORITIES TO A STANDARD NOT LESS THAN EXISTING.
- ALLOW FOR TIDE RESTRICTIONS ON THE WORKS.
- THE CONTRACTOR SHALL ALLOW FOR SIGNIFICANT WATER INFLOWS INTO ALL FOUNDATION EXCAVATIONS AND ADOPT ADEQUATE MEASURES TO ALLOW WORKS TO CONTINUE WITH MINIMAL DELAY.
- DESIGN AND DETAILING SHOWN ON THESE DRAWINGS ARE TO AS3962 AND AS4997, UNLESS NOTED OTHERWISE.
- THE CONTRACTOR, OR ANY SUBCONTRACTOR TO THEM, SHALL CHECK ALL RELEVANT DIMENSIONS ON SITE BEFORE PROCEEDING WITH THE WORKS.
- AS THE INFORMATION SUPPLIED TO THE CONTRACTOR COULD INCLUDE ERRORS OR OMISSIONS OR COULD BE AMBIGUOUS OR MISLEADING, THE CONTRACTOR SHALL ADVISE THE INDIAN OCEAN TERRITORIES ADMINISTRATION OF ANY DISCREPANCIES AT THE EARLIEST POSSIBLE TIME.
- THE CONTRACTOR IS TO SUPPLY FULL LIST OF ALL PLANT TO BE USED IN THE WORKS FOR APPROVAL PRIOR TO COMMENCEMENT.
- THE CONTRACTOR IS TO SUBMIT A WORKS METHODOLOGY FOR EACH COMPONENT OF THE WORKS FOR THE SUPERINTENDENT'S APPROVAL.
- THE CONTRACTOR IS REQUIRED TO PREPARE AND SUBMIT A TRAFFIC MANAGEMENT PLAN BEFORE THE COMMENCEMENT OF CONSTRUCTION. THE TRAFFIC MANAGEMENT PLAN MUST BE APPROVED BY THE SUPERINTENDENT.
- THE PRINCIPLES AND PRACTICES SET OUT IN AS 1470 -1986 HEALTH AND SAFETY AT WORK - PRINCIPLES AND PRACTICES, SHALL BE ADOPTED AND COMPLIED WITH WHERE RELEVANT UNDER THE CURRENT CONTRACT.
- THE CONTRACTOR SHALL ENSURE THAT ALL EMPLOYEES ARE INSTRUCTED CONCERNING THE HAZARDS OF THE WORK UNDER THE CONTRACT AND THAT SAFE WORKING PRACTICES ARE OBSERVED.
- THE CONTRACTOR MUST SUBMIT FOR THE SUPERINTENDENT'S APPROVAL AN APPROPRIATE SAFETY MANAGEMENT PLAN AND ENVIRONMENTAL MANAGEMENT PLAN .
- THE CONTRACTOR SHALL PROVIDE OR ARRANGE AT THEIR OWN EXPENSE THE PROVISION OF TEMPORARY SERVICE MAINS, IE POWER, WATER, ETC, WITHIN THE SITE OF THE WORKS FOR THEIR OWN USE.
- THE CONTRACTOR SHALL ADOPT ADEQUATE MEASURES TO PROVIDE SECURITY AND PROTECTION OF THE WORKS AND TO DETER OR PREVENT MEMBERS OF THE PUBLIC FROM GAINING ACCESS TO THE SITE OUTSIDE NORMAL WORKING HOURS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR EFFECTIVELY CONTROLLING DUST AND WIND BORNE MATERIAL NUISANCE THROUGHOUT THE PERIOD OF THE WORKS, INCLUDING AFTER HOURS, WEEKENDS AND PUBLIC HOLIDAYS.
- THE CONTRACTOR SHALL OBTAIN AT THEIR OWN COST ALL OTHER NECESSARY PERMITS, CERTIFICATES AND OTHER LIKE CONSENTS FROM GOVERNMENT AND OTHER RELEVANT AUTHORITIES REQUIRED TO CARRY OUT THE WORKS AND SHALL SUBMIT COPIES OF ALL SUCH PERMITS TO THE SUPERINTENDENT.
- THE CONTRACTOR SHALL DO ALL WORK NECESSARY TO DRAIN AND/OR DIVERT ANY WATER INTERFERING WITH THE PROGRESS OF THE WORKS, KEEP THE EXCAVATIONS FREE FROM WATER WHILE THE WORKS ARE IN PROGRESS AND PREVENT ANY INJURY TO THE WORKS BY WATER DUE TO FLOODS OR OTHER CAUSES. THE COST OF SUCH WORK SHALL BE DEEMED AS HAVING BEEN INCLUDED IN THE CONTRACTOR'S TENDER PRICE.

- CONTRACTORS SHALL FAMILIARISE THEMSELVES WITH THE SITE AND THE AVAILABLE GEOTECHNICAL INFORMATION.
- EXCAVATION IS TO BE KEPT TO A MINIMUM. UNLESS OTHERWISE SPECIFIED OR SHOWN, ALL DAMAGE TO EXISTING AREAS AS A RESULT OF CONSTRUCTION WORKS SHALL BE MADE GOOD BY THE CONTRACTOR, TO PRE-EXISTING CONDITIONS.
- EXISTING NATURAL VEGETATION EXCAVATED DURING THE WORKS SHALL BE STORED AT SITE AND REINSTATED TO THE EXPOSED DUNE AREAS ONCE THE FINAL SURFACE LEVELS HAVE BEEN ACHIEVED.
- DURING THE PERIOD OF THE CONTRACT, THE CONTRACTOR SHALL CLEAN UP THE CONSTRUCTION SITE AND REMOVE ALL SURPLUS CONSTRUCTION MATERIAL AND DEBRIS FROM THE SITE.
- EXCAVATIONS ARE TO CONFORM TO THE LINES, GRADES, CROSS-SECTIONS AND DIMENSIONS SHOWN ON THE DRAWINGS.
- THE CONTRACTOR SHALL IDENTIFY A STOCKPILE AREA FOR PLACEMENT OF EXCAVATED MATERIAL. THIS STOCKPILE AREA IS TO BE APPROVED BY THE SUPERINTENDENT PRIOR TO THE COMMENCEMENT OF EARTHWORKS.

CONCRETE NOTES

- STRUCTURAL CONCRETE IS DESIGNATED AS GRADE N40.
- BLINDING CONCRETE IS DESIGNATED AS GRADE N20.
- WORKMANSHIP AND MATERIALS TO BE IN ACCORDANCE WITH AS4997, AS3600, AS3610 AND AS1379.
- SLUMP TO BE AS REQUIRED FOR PLACEMENT.
- SUBMIT DETAILS OF PROPOSED READY MIXED CONCRETE SUPPLIER, CONCRETE MIX DESIGNS, AGGREGATES (INCLUDING SOURCES), ADDITIVES AND OTHER CONSTITUENTS, TARGET SLUMP CHARACTERISTIC STRENGTH (f_c), DRYING SHRINKAGE, METHOD OF CONCRETE TEMPERATURE CONTROL, MIXING, PLACEMENT, COMPACTION, FINISHING, PROTECTION AND CURING FOR THE SUPERINTENDENT'S APPROVAL.
- USE READY MIXED CONCRETE MIXED BY BATCH PRODUCTION PROCESS DELIVERED IN AGITATING TRUCKS. OBTAIN APPROVAL BEFORE ADDING ANY WATER AT SITE. FOR EACH BATCH SUPPLY A DOCKET LISTING INFORMATION REQUIRED BY AS1379 CLAUSE 1.8.3
- MANUFACTURER TO CARRY OUT PRODUCTION ASSESSMENT OF CONCRETE FOR COMPLIANCE WITH REQUIREMENTS OF AS1379.
- CARRY OUT PROJECT ASSESSMENT OF CONCRETE IN ACCORDANCE WITH AS1379 CLAUSE 6.5. TAKE SAMPLES AT PROJECT SITE.
- SAMPLE CONCRETE FOR PROJECT ASSESSMENT CONCURRENTLY WITH EACH SAMPLE TAKEN FOR PRODUCTION ASSESSMENT AT PROJECT SITE. FOR EACH CONCRETE DESIGN MIX TAKE ONE SAMPLE FROM EACH 50 CUBIC METRES OF CONCRETE. EACH SAMPLE TO COMPRISE THREE CYLINDERS: TEST ONE AT 7 DAYS AND TWO AT 28 DAYS.
- TESTING TO BE CARRIED OUT BY AN APPROVED NATA REGISTERED LABORATORY.
- CONSTRUCT FORMWORK IN ACCORDANCE WITH AS3610 AND CLAUSE 19.6.2 OF AS3600 WHERE THIS IS MORE STRINGENT SO THAT CONCRETE WILL HAVE DIMENSIONS, SHAPE, LOCATION AND FINISH SPECIFIED. REMOVE FREE WATER, DUST, DEBRIS, STAINS ETC. FROM FORMS PRIOR TO PLACING CONCRETE. APPLY RELEASE AGENT COMPATIBLE WITH CONTACT SURFACES TO INTERIOR OF FORMWORK. WHERE NECESSARY CLEAN REINFORCEMENT TO REMOVE ALL TRACES OF RELEASE AGENT. SET OUT FORMWORK TO GIVE A REGULAR ARRANGEMENT OF PANELS, JOINTS, BOLT HOLES ETC.
- USE PLACEMENT METHODS WHICH WILL MINIMISE PLASTIC SETTLEMENT AND SHRINKAGE CRACKING. LIMIT VERTICAL FREE FALL BY USE OF CHUTES, etc. KEEP CHUTES VERTICAL, FULL AND IMMersed IN PLACED CONCRETE. PROPERLY COMPACT CONCRETE USING MECHANICAL VIBRATORS TO REMOVE AIR BUBBLES AND GIVE MAXIMUM COMPACTION WITHOUT SEGREGATION OF CONCRETE. TAKE CARE TO AVOID CONTACT BETWEEN VIBRATORS AND PARTIALLY HARDENED CONCRETE, FORMWORK OR REINFORCEMENT.
- DO NOT USE VIBRATORS TO MOVE CONCRETE ALONG FORMS.
- COMMENCE CURING OF CONCRETE IN ACCORDANCE WITH AS3600 AS SOON AS POSSIBLE AFTER PLACING AND FINISHING OR STRIPPING. ENSURE EXPOSED SURFACES ARE NOT STAINED.
- MINIMUM MOIST CURING DURATION: 7 DAYS
- CONSTRUCTION TOLERANCES TO BE IN ACCORDANCE WITH AS3610.
- SILANE COATING OR OTHERWISE APPROVED EQUIVALENT SHALL BE APPLIED TO ALL EXTERNAL SURFACES.

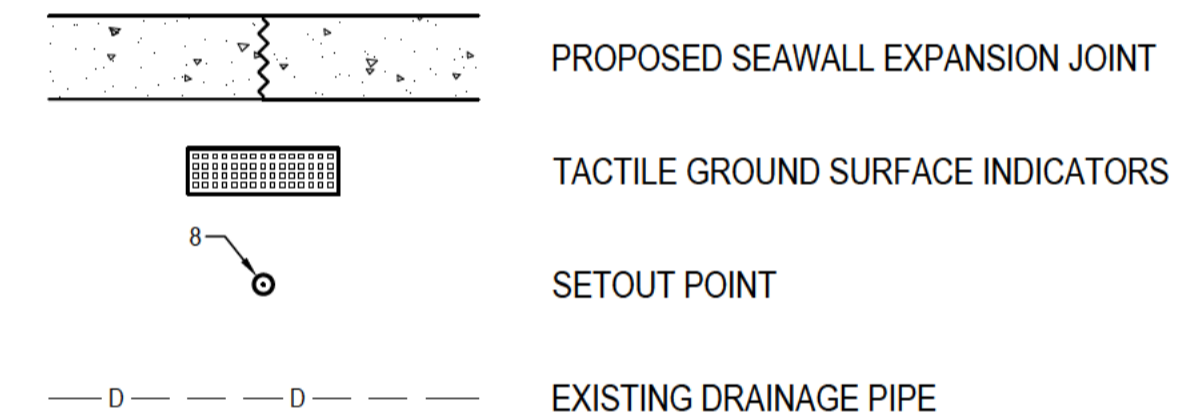
REINFORCEMENT NOTES

- SYMBOLS ON DRAWINGS FOR GRADE AND TYPE OF REINFORCEMENT ARE AS FOLLOWS:
N: DENOTES HOT ROLLED GRADE 500 DEFORMED (RIBBED) BAR TO AS1302 AND DUCTILITY CLASS N TO AS4671
RL: DENOTES HARD DRAWN WIRE GRADE 500 RECTANGULAR REINFORCING FABRIC TO AS1304 AND DUCTILITY CLASS L TO AS4671
- REINFORCEMENT IS REPRESENTED DIAGRAMMATICALLY AND IS NOT NECESSARILY IN TRUE PROJECTION. SET REINFORCEMENT OUT AT EQUAL CENTRES WHERE SPACING IS NOT NOMINATED.
- SECURE REINFORCEMENT AGAINST DISPLACEMENT AND MAINTAIN NOMINAL CLEAR CONCRETE COVER TO REINFORCEMENT (INCLUDING FITMENTS) BY APPROVED CHAIRS, SPACERS, OR TIES AS REQUIRED TO PROVIDE ADEQUATE SUPPORT AND TO PREVENT DISPLACEMENT OF REINFORCEMENT BY WORKMEN OR EQUIPMENT DURING FIXING AND SUBSEQUENT CONCRETE PLACEMENT.
- LAY REINFORCEMENT SO THAT MINIMUM COVER IS TO TOP BARS.
- DO NOT WELD REINFORCEMENT.
- CLEAR COVER TO ALL REINFORCEMENT : 100mm

SURVEY NOTES

- SURVEY INFORMATION SUPPLIED BY LPD SURVEYS FROM SURVEY COMPLETED ON SITE DURING SEPTEMBER 2024.
- COORDINATES ARE IN TERMS OF CHRISTMAS ISLAND GRID 2020 (CIG2020).
- VERTICAL ELEVATIONS ARE IN TERMS OF CHRISTMAS ISLAND HEIGHT DATUM (CIHD).
- CONTRACTOR TO PERFORM ALL SET OUT REQUIRED TO COMPLETE THE WORKS.
- AN "AS CONSTRUCTED" SURVEY SHALL BE COMPLETED AND THE RESULTS MARKED-UP ON THE RELEVANT DRAWINGS BY THE CONTRACTORS NOMINATED LICENSED SURVEYOR. THIS SURVEY WORK SHALL BE CARRIED OUT AND DIRECTED BY THE CONTRACTOR.

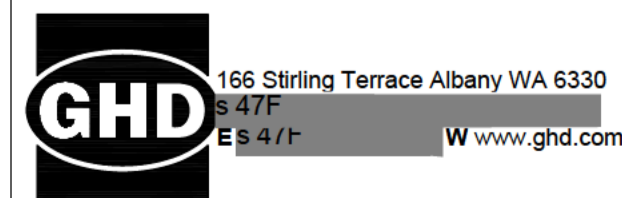
LEGEND



| P03 | ISSUED FOR TENDER | S 47F | 22/11/2024 | |
|----------|-----------------------------|----------------|------------|------|
| P02 | REISSUED FOR CLIENT COMMENT | | 06/11/2024 | |
| P01 | ISSUED FOR CLIENT COMMENT | | 22/10/2024 | |
| Rev | Description | Checked | Approved | Date |
| Author | S 47F | Drafting Check | S 47F | |
| Designer | | Design Check | | |

Plot Date: 22 November 2024 - 1:10 PM Plotted by: S 47F

File Name: N:\AUP\Perth\Projects\6112642495\CADD\Drawings\05-Flying Fish Cove Sea Wall\12642495-GHD-00-05-DRG-CI-00002.dwg



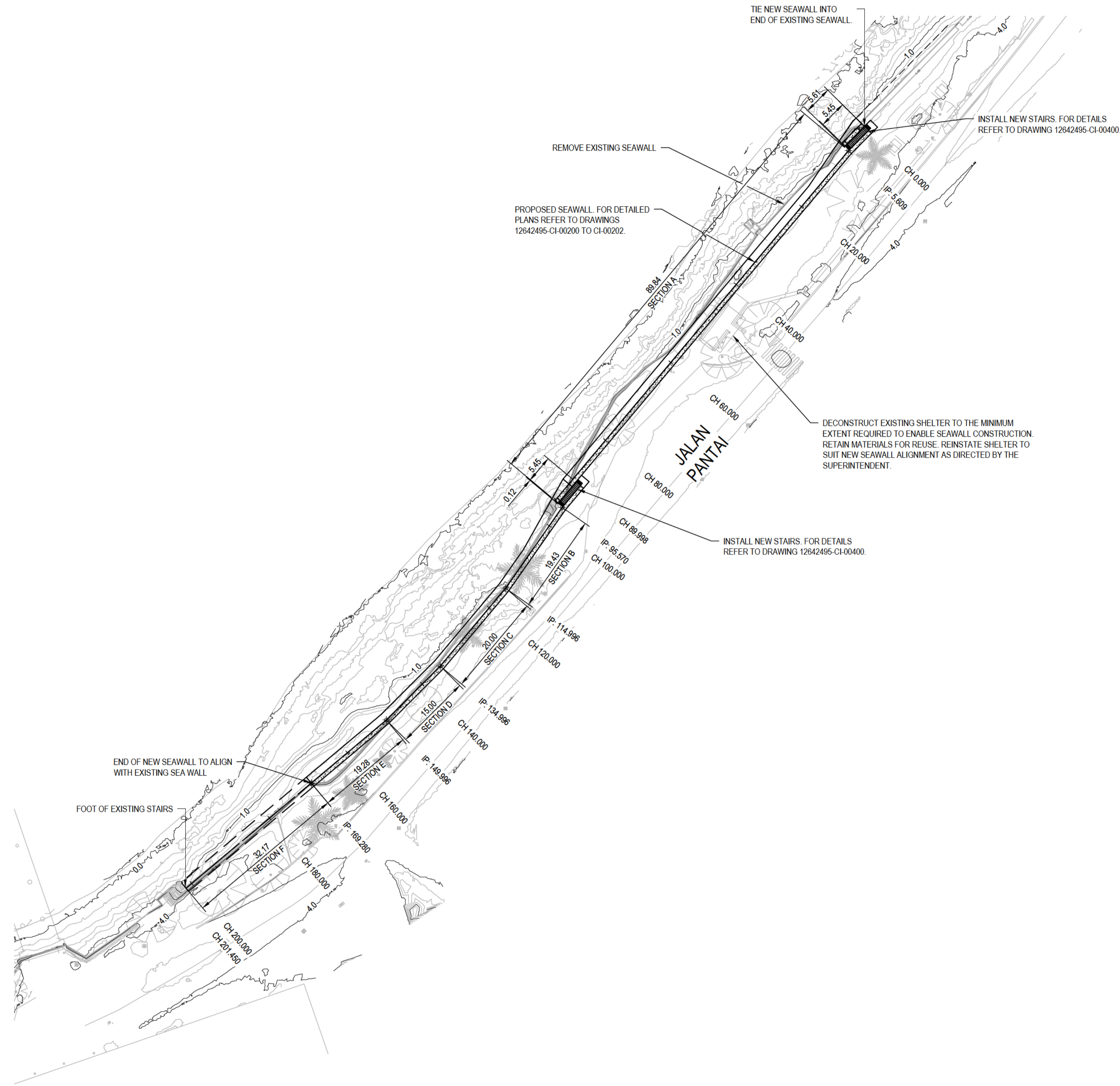
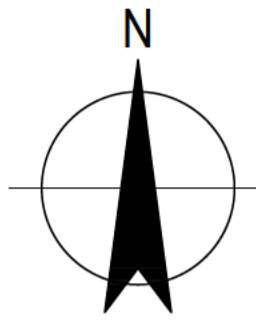
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Project No. 12642495

| | |
|---------|--|
| Client | INDIAN OCEAN TERRITORIES ADMINISTRATION |
| Project | CHRISTMAS ISLAND, FLYING FISH COVE SEAWALL REPLACEMENT |
| Status | PRELIMINARY |

| | |
|---------------|--|
| Drawing Title | |
| Drawing No. | |
| Rev | |



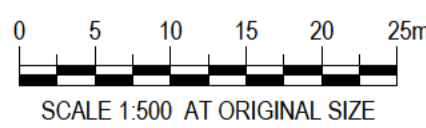
PLAN
SCALE 1:500

CAUTION: THE LOCATION OF EXISTING SERVICES HAS NOT BEEN CONFIRMED. THE CONTRACTOR SHALL CONFIRM THE LOCATION OF EXISTING SERVICES ON SITE AND PROTECT THEM DURING CONSTRUCTION IN ACCORDANCE WITH THE UTILITY OWNERS REQUIREMENTS.



R THIS DRAWING INCLUDES
G COLOURED INFORMATION
B COPIES OF THIS DRAWING MUST BE
PRODUCED IN COLOUR

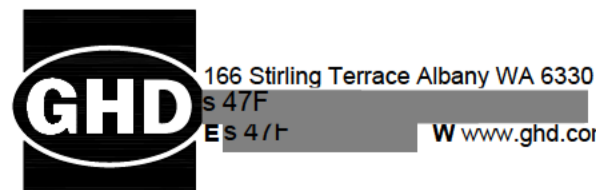
| P05 | REISSUED FOR TENDER | S 47F | 04/12/2024 | |
|-----|-----------------------------|---------|------------|------|
| P04 | REISSUED FOR TENDER | | 29/11/2024 | |
| P03 | ISSUED FOR TENDER | | 22/11/2024 | |
| P02 | REISSUED FOR CLIENT COMMENT | | 05/11/2024 | |
| P01 | ISSUED FOR CLIENT COMMENT | | 22/10/2024 | |
| Rev | Description | Checked | Approved | Date |



Author: S 47F Drafting Check: S 47F
Designer: Design Check:

Plot Date: 4 December 2024 - 9:33 AM Plotted by: S 47F

File Name: N:\AUP\Perth\Projects\611\2642495\CADD\Drawings\05-Flying Fish Cove Sea Wall\12642495-GHD-00-05-DRG-CI-00100.dwg



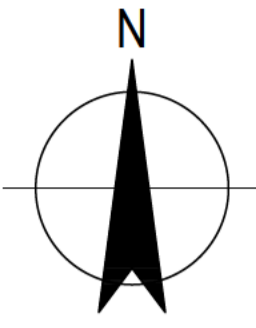
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Project No.
12642495

Client: INDIAN OCEAN TERRITORIES ADMINISTRATION
Project: CHRISTMAS ISLAND, FLYING FISH COVE SEAWALL REPLACEMENT
Status: PRELIMINARY

| | |
|----------------------|-------------------|
| Drawing Title | Size A1 |
| Drawing No. Rev | |

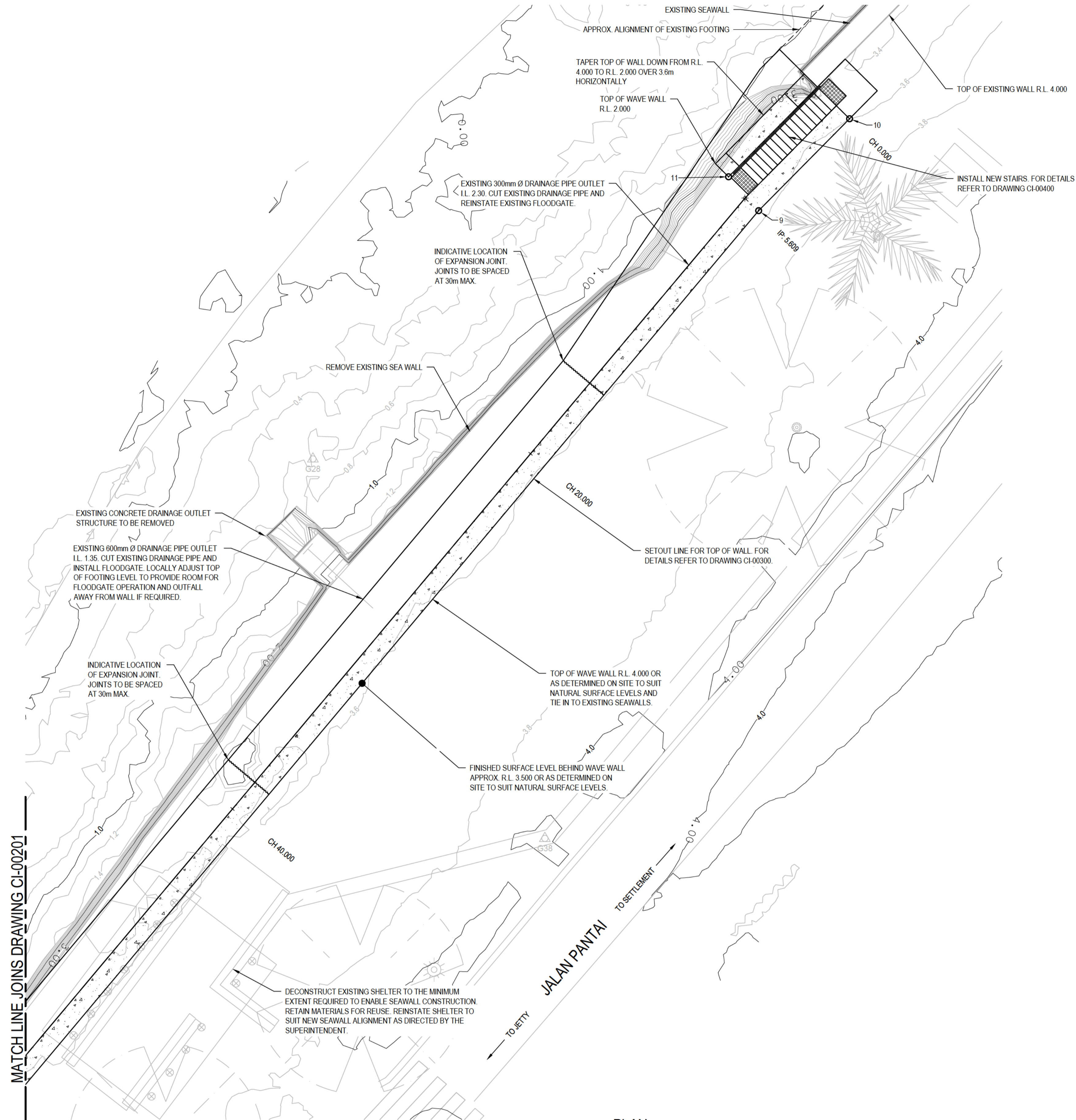


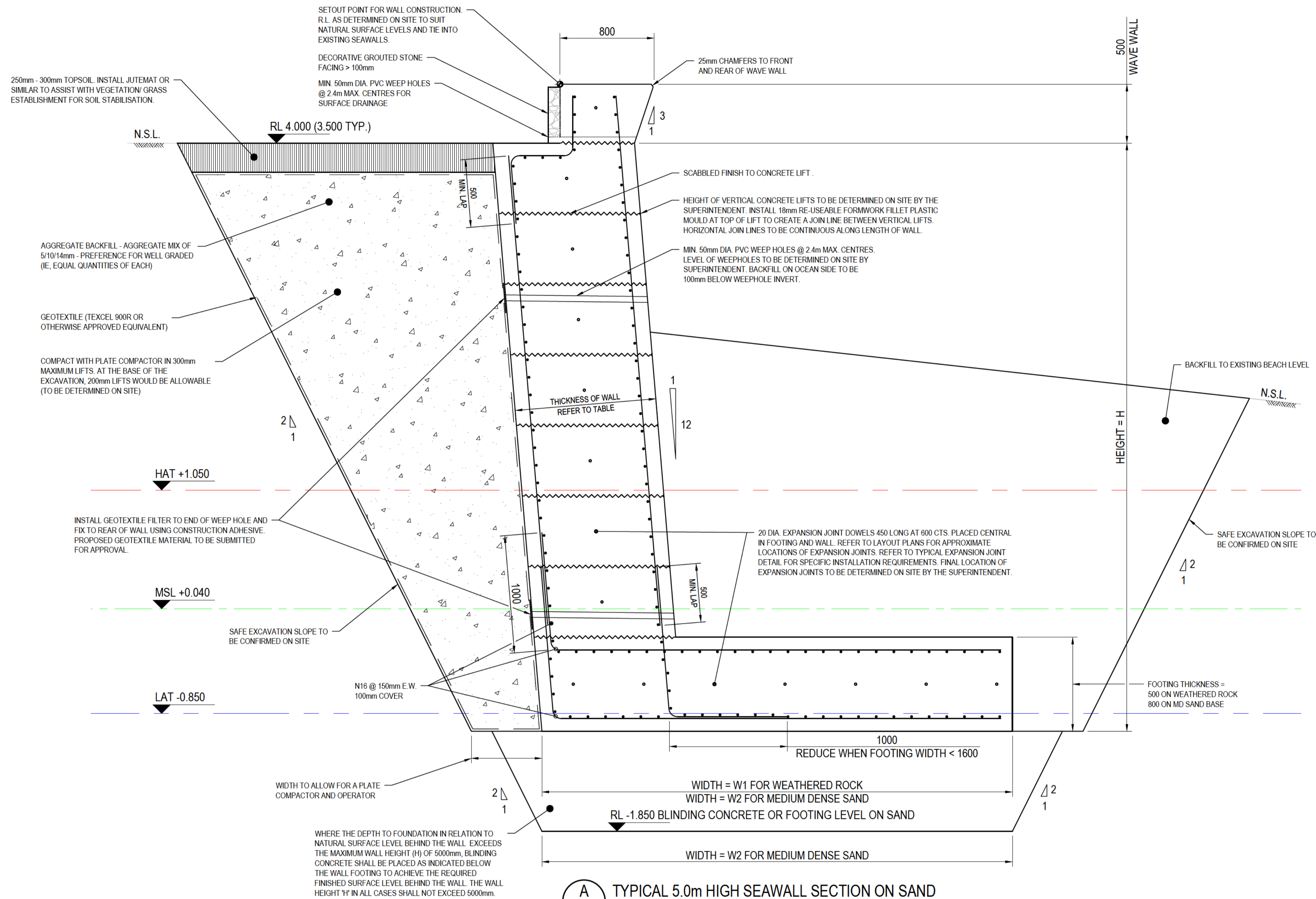
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|--------------------|------------|-----------|
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| 2 | 246609.871 | 54947.548 |
| 3 | 246622.289 | 54962.348 |
| 4 | 246632.945 | 54973.004 |
| 5 | 246648.319 | 54985.904 |
| 6 | 246664.232 | 54997.047 |
| 7 | 246668.474 | 55000.606 |
| 8 | 246665.552 | 54995.609 |
| 9 | 246734.347 | 55053.335 |
| 10 | 246738.312 | 55057.257 |
| 11 | 246735.809 | 55052.037 |

COORDINATES ARE IN TERMS OF CHRISTMAS ISLAND GRID 2020 (CIG2020)



CAUTION: THE LOCATION OF EXISTING SERVICES HAS NOT BEEN CONFIRMED. THE CONTRACTOR SHALL CONFIRM THE LOCATION OF EXISTING SERVICES ON SITE AND PROTECT THEM DURING CONSTRUCTION IN ACCORDANCE WITH THE UTILITY OWNERS REQUIREMENTS.





A TYPICAL 5.0m HIGH SEAWALL SECTION ON SAND
 CI-00200 SCALE 1 : 20

CD CIHD

| | |
|------------|-------|
| HAT +1.90 | +1.05 |
| HAT +1.90 | +0.65 |
| MLHW +1.00 | +0.15 |
| MSL +0.89 | +0.04 |
| MHLW +0.80 | -0.05 |
| MLLW +0.20 | -0.65 |
| LAT 0.00 | -0.85 |

TIDAL PLANES CHRISTMAS ISLAND

ROCK FOUNDATION

| HEIGHT (H) OF WALL (mm) | WIDTH (W1) OF FOOTING (mm) | THICKNESS OF WALL (mm) |
|-------------------------|----------------------------|------------------------|
| 1000 | 650 | 400 |
| 2000 | 1300 | 460 |
| 3000 | 1950 | 690 |
| 3500 | 2300 | 800 |
| 4000 | 2600 | 920 |
| 4500 | 2930 | 1060 |
| 5000 | 3250 | 1200 |

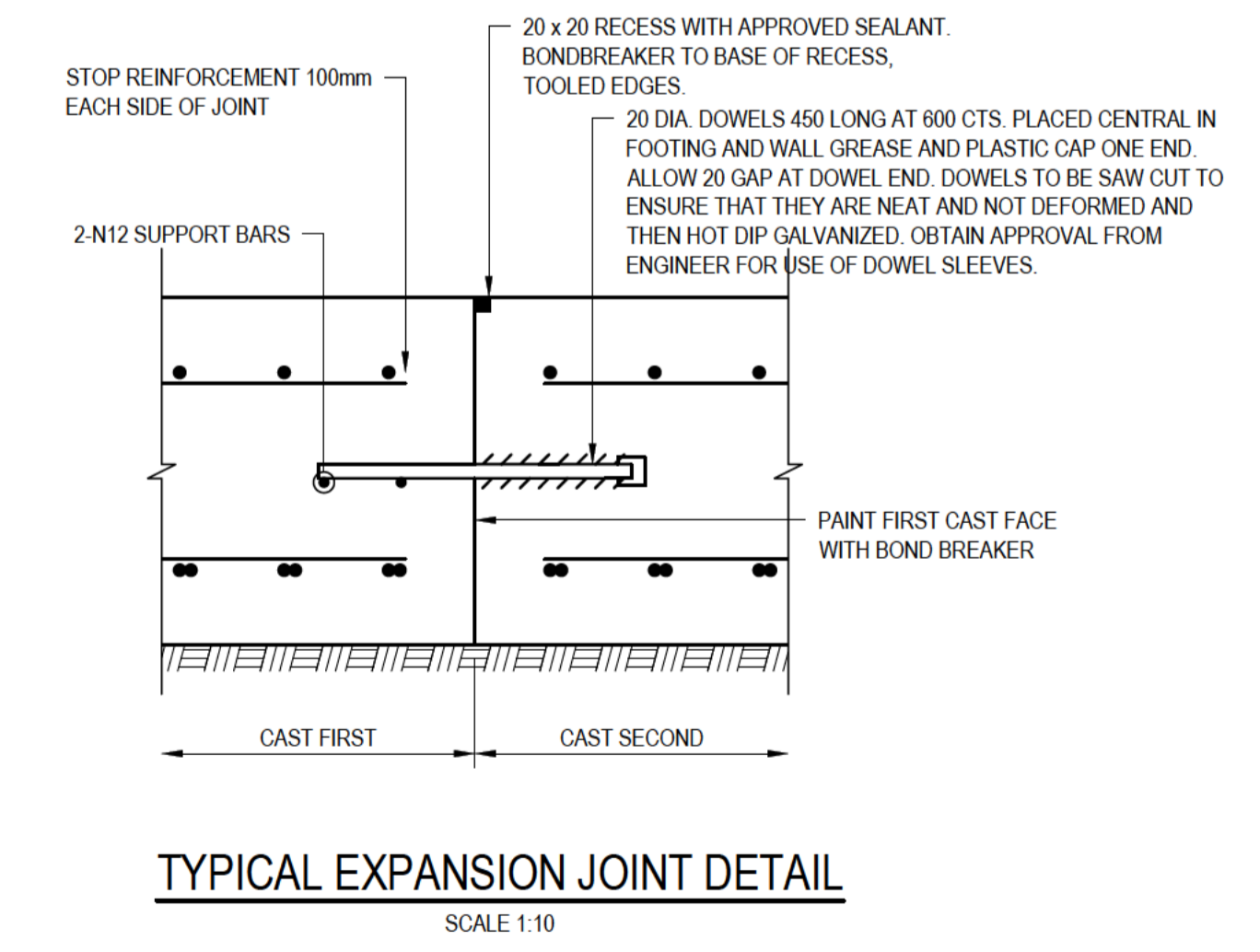
SAND FOUNDATION

| HEIGHT (H) OF WALL (mm) | WIDTH (W2) OF FOOTING (mm) | THICKNESS OF WALL (mm) |
|-------------------------|----------------------------|------------------------|
| 1000 | 800 | 400 |
| 2000 | 1600 | 460 |
| 3000 | 2400 | 690 |
| 3500 | 2800 | 800 |
| 4000 | 3200 | 920 |
| 4500 | 3600 | 1060 |
| 5000 | 4000 | 1200 |

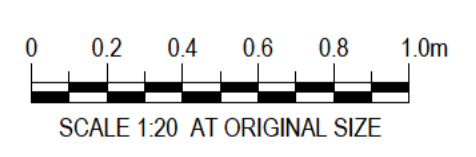
- GENERAL NOTES:**
- NOT DESIGNED FOR VEHICLE LOADING.
 - ROCK SURFACE FOR CASTING ONTO ASSUMED TO BE ROUGH.
 - BEACH SAND TO BE REINSTATED TO NATURAL SURFACE LEVEL POST CONSTRUCTION.

- BACKFILL NOTES:**
- NOTE INTENT IS THAT THE AGGREGATE/BACKFILL IS FULLY ENCASED IN GEOTEXTILE, AS WELL AS GEOTEXTILE AT THE REAR OF THE EXCAVATION SLOPE.

- CONCRETE NOTES:**
- STRUCTURAL CONCRETE TO BE N40.
 - BLINDING CONCRETE TO BE N20
 - STRUCTURAL CONCRETE TO CURE FOR A MINIMUM OF 3 DAYS BEFORE BACKFILLING AND IS REQUIRED TO REACH 25MPa STRENGTH.
 - BLINDING CONCRETE TO CURE FOR A MINIMUM OF 3 DAYS AND IS REQUIRED TO REACH 10MPa STRENGTH.



| P03 | ISSUED FOR TENDER | S 47F | 22/11/2024 | |
|----------|-----------------------------|----------------|------------|------|
| P02 | REISSUED FOR CLIENT COMMENT | S 47F | 05/11/2024 | |
| P01 | ISSUED FOR CLIENT COMMENT | S 47F | 22/10/2024 | |
| Rev | Description | Checked | Approved | Date |
| Author | S 47F | Drafting Check | S 47F | |
| Designer | | Design Check | | |



GHD S 47F S 47F
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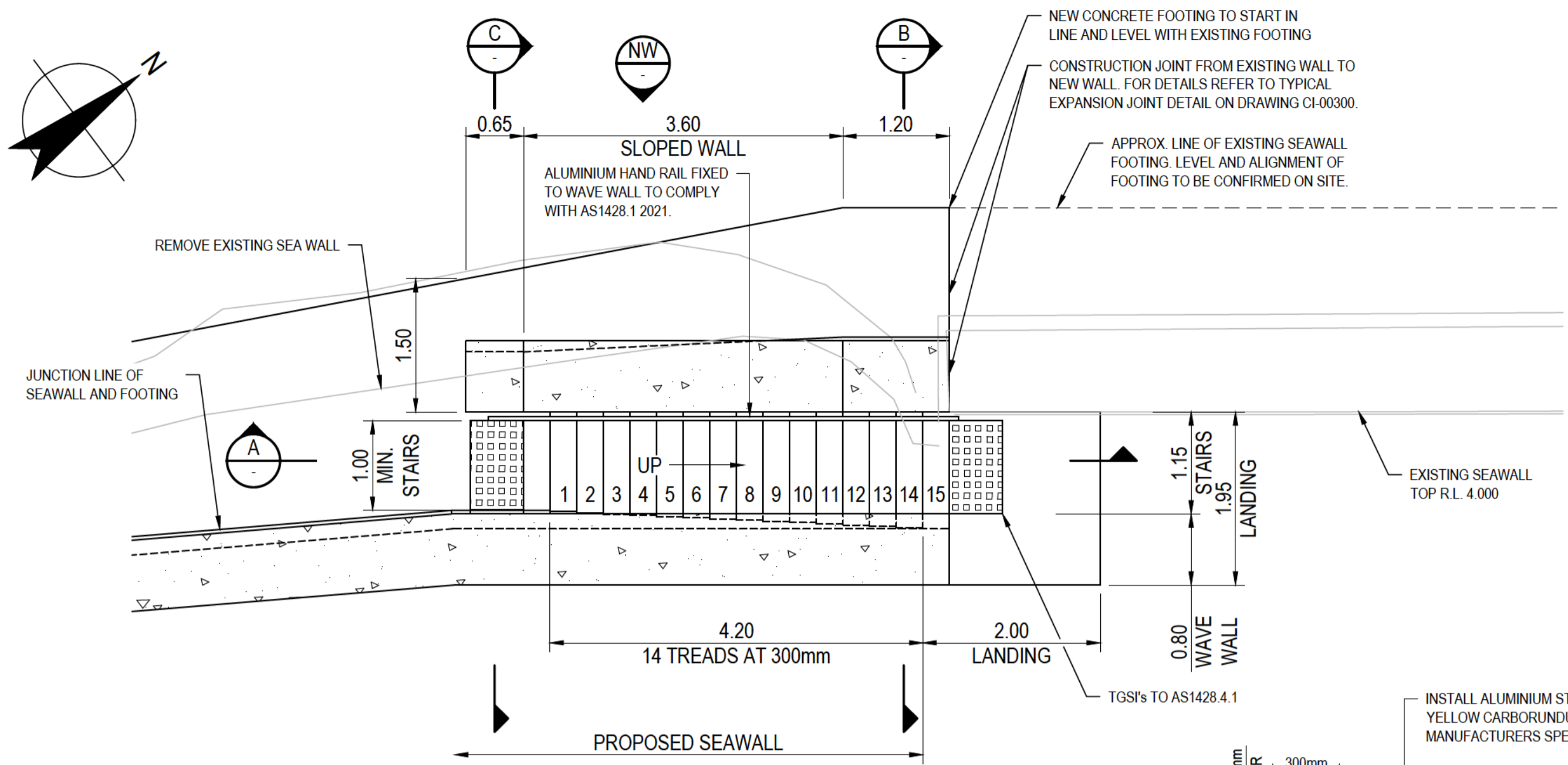
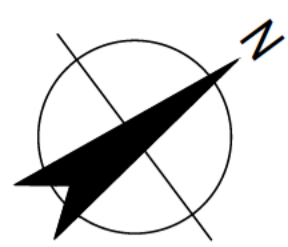
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Client: INDIAN OCEAN TERRITORIES ADMINISTRATION
 Project: CHRISTMAS ISLAND, FLYING FISH COVE SEAWALL REPLACEMENT
 Status: PRELIMINARY

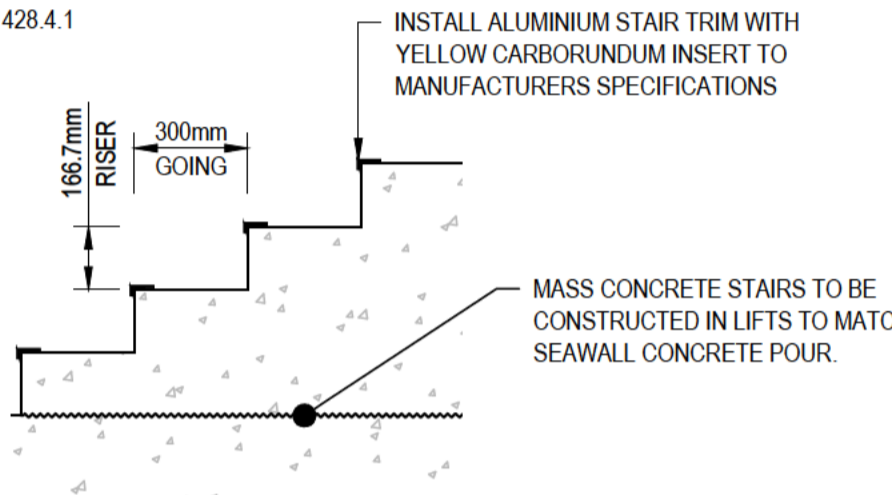
Project No: 12642495

Drawing Title: _____
 Drawing No: _____
 Rev: _____

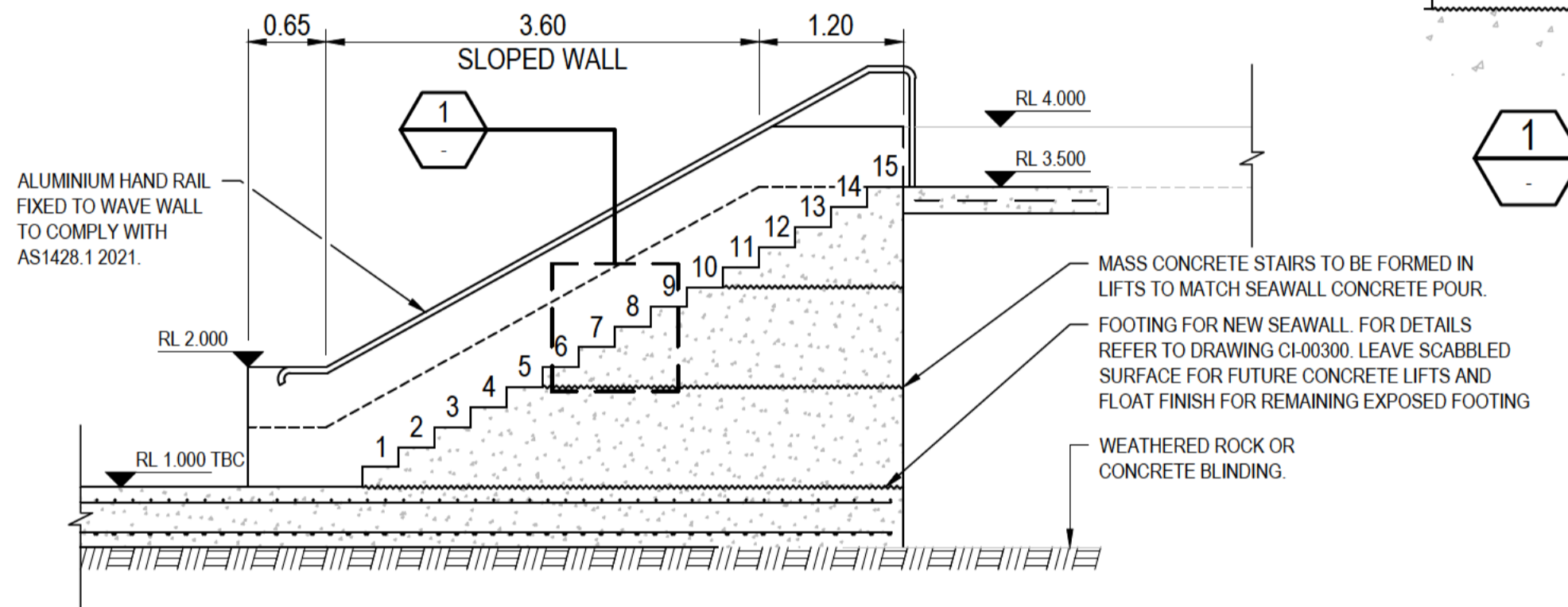
Size: **A1**



TYPICAL STAIR PLAN PARTLY BEHIND EXISTING SEAWALL
SCALE 1:50



1 DETAIL
SCALE 1:20



A SECTION
SCALE 1:50

REMOVE EXISTING ROCK FACING AND MORTAR FROM END OF EXISTING SEAWALL AND PAINT EXISTING EXPOSED CONCRETE WITH BOND BREAKER. REPAIR ROCK FACING TO MATCH EXISTING AND INSTALL 10mm EXPANSION JOINT FOAM BETWEEN NEW CONCRETE AND REPAIRED ROCK FACING.

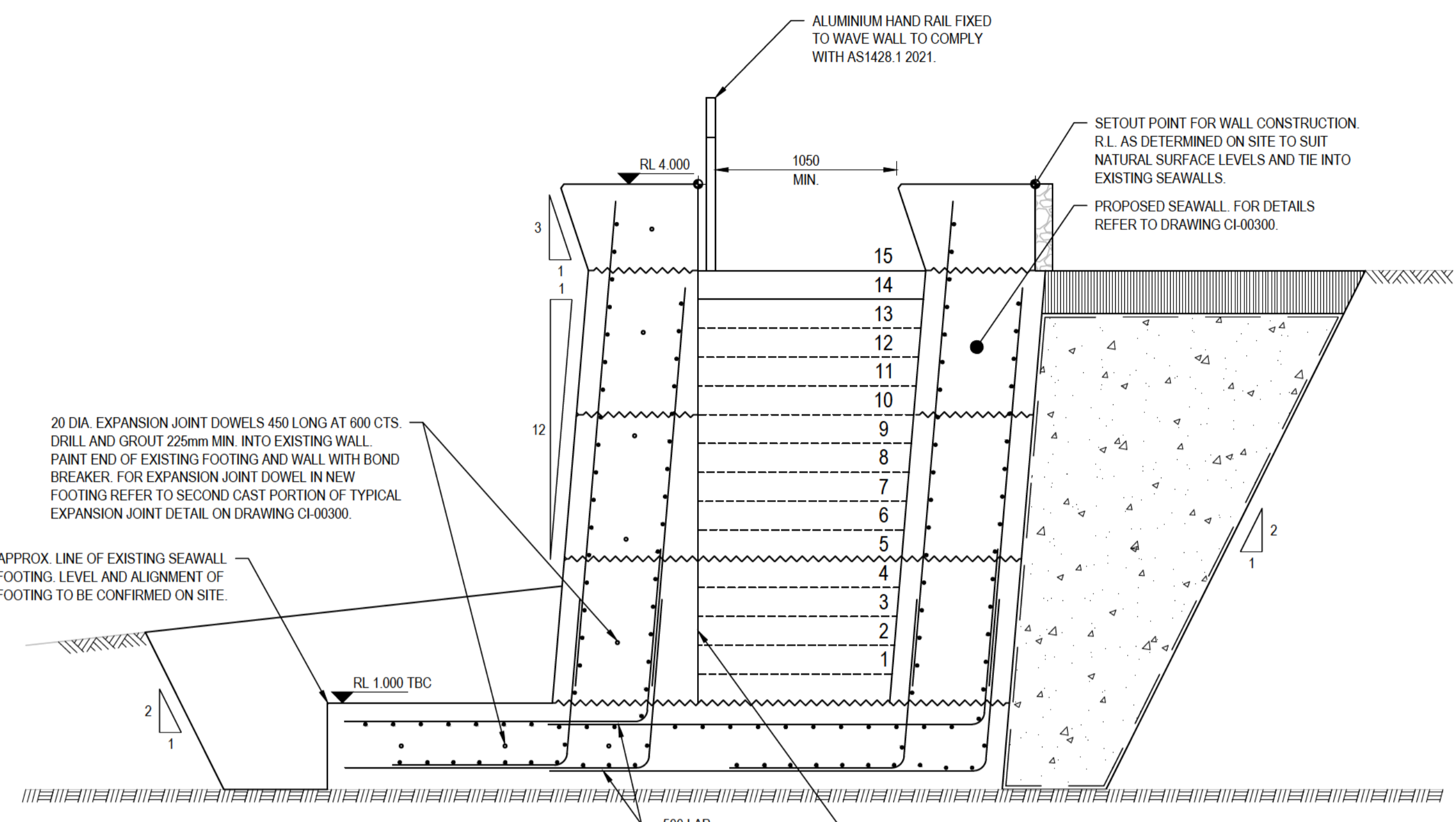
ALUMINIUM HAND RAIL FIXED TO WAVE WALL TO COMPLY WITH AS1428.1 2021.

TAPER ENDS OF REINFORCEMENT TO MATCH SLOPE OF CAPPING AND MAINTAIN 100mm MIN. COVER.

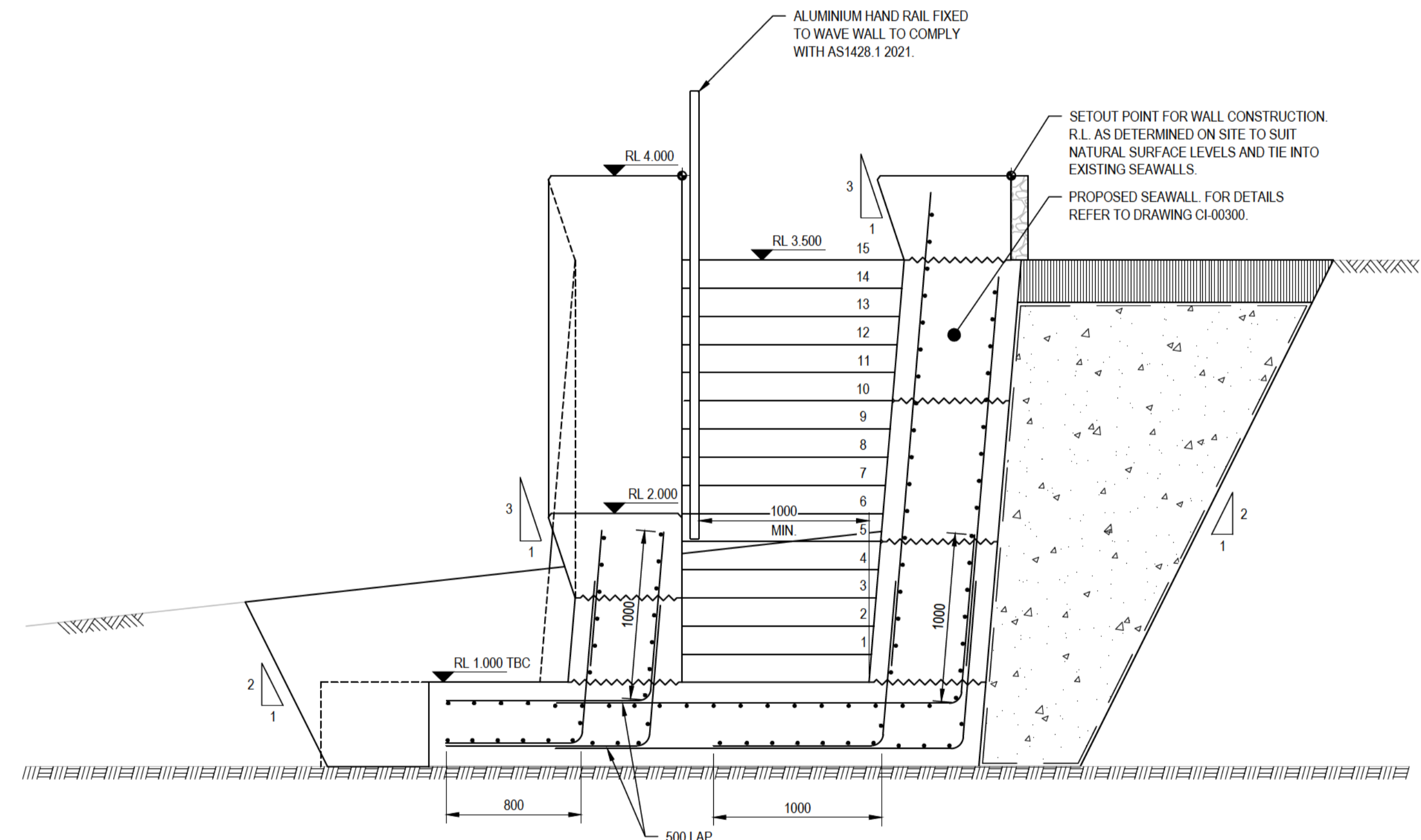
20 DIA. EXPANSION JOINT DOWELS 450 LONG AT 600 CTS. DRILL AND GROUT 225mm MIN. INTO EXISTING WALL. PAINT END OF EXISTING FOOTING AND WALL WITH BOND BREAKER. FOR EXPANSION JOINT DOWEL IN NEW FOOTING REFER TO SECOND CAST PORTION OF TYPICAL EXPANSION JOINT DETAIL ON DRAWING CI-00300.

HEIGHT OF VERTICAL CONCRETE LIFTS TO BE DETERMINED ON SITE BY THE SUPERINTENDENT. INSTALL 18mm RE-USEABLE FORMWORK FILLET PLASTIC MOULD AT TOP OF LIFT TO CREATE A JOIN LINE BETWEEN VERTICAL LIFTS. HORIZONTAL JOIN LINES TO BE CONTINUOUS ALONG LENGTH OF WALL.

NW VIEW
SCALE 1:50



B SECTION
SCALE 1:25



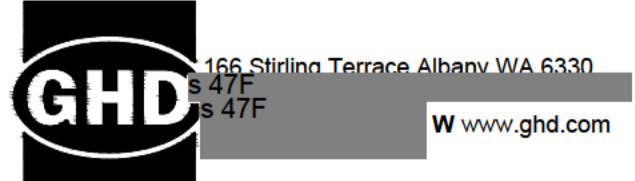
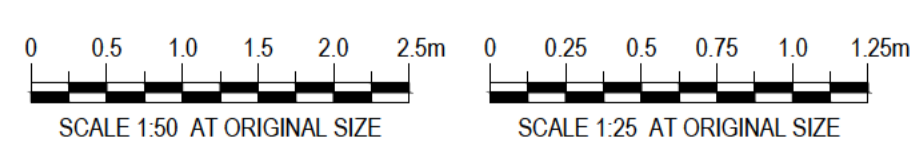
C SECTION
SCALE 1:25

ALL REDUCED LEVELS ARE IN TERMS OF CHRISTMAS ISLAND HEIGHT DATUM (CIHD)



R THIS DRAWING INCLUDES COLOURED INFORMATION
G COPES OF THIS DRAWING MUST BE PRODUCED IN COLOUR
B

| | | | | |
|----------|-----------------------------|----------------|----------|------------|
| Rev | Description | Checked | Approved | Date |
| P03 | ISSUED FOR TENDER | S 47F | | 22/11/2024 |
| P02 | REISSUED FOR CLIENT COMMENT | | | 05/11/2024 |
| P01 | ISSUED FOR CLIENT COMMENT | | | 22/10/2024 |
| Author | S 47F | Drafting Check | S 47F | |
| Designer | | Design Check | | |



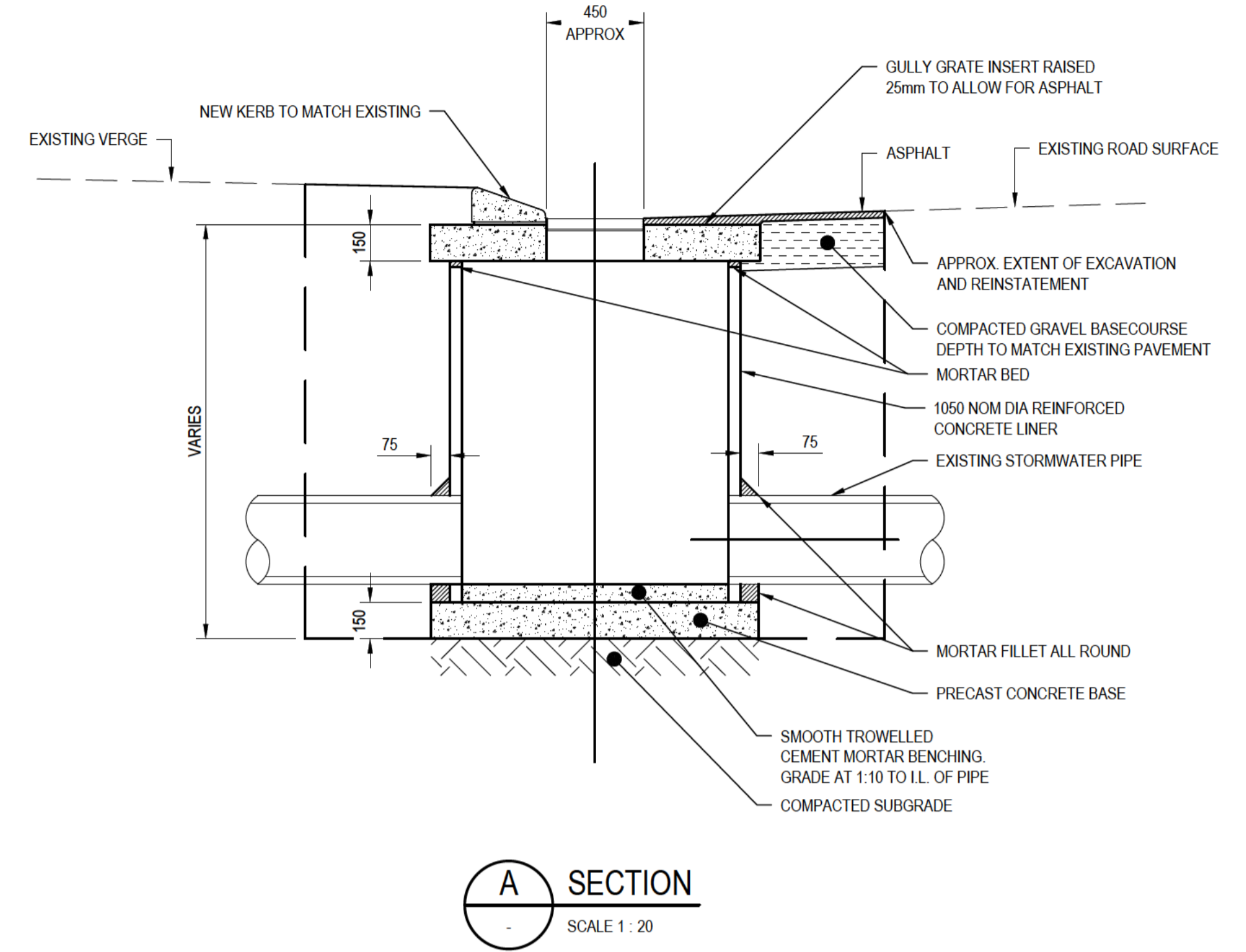
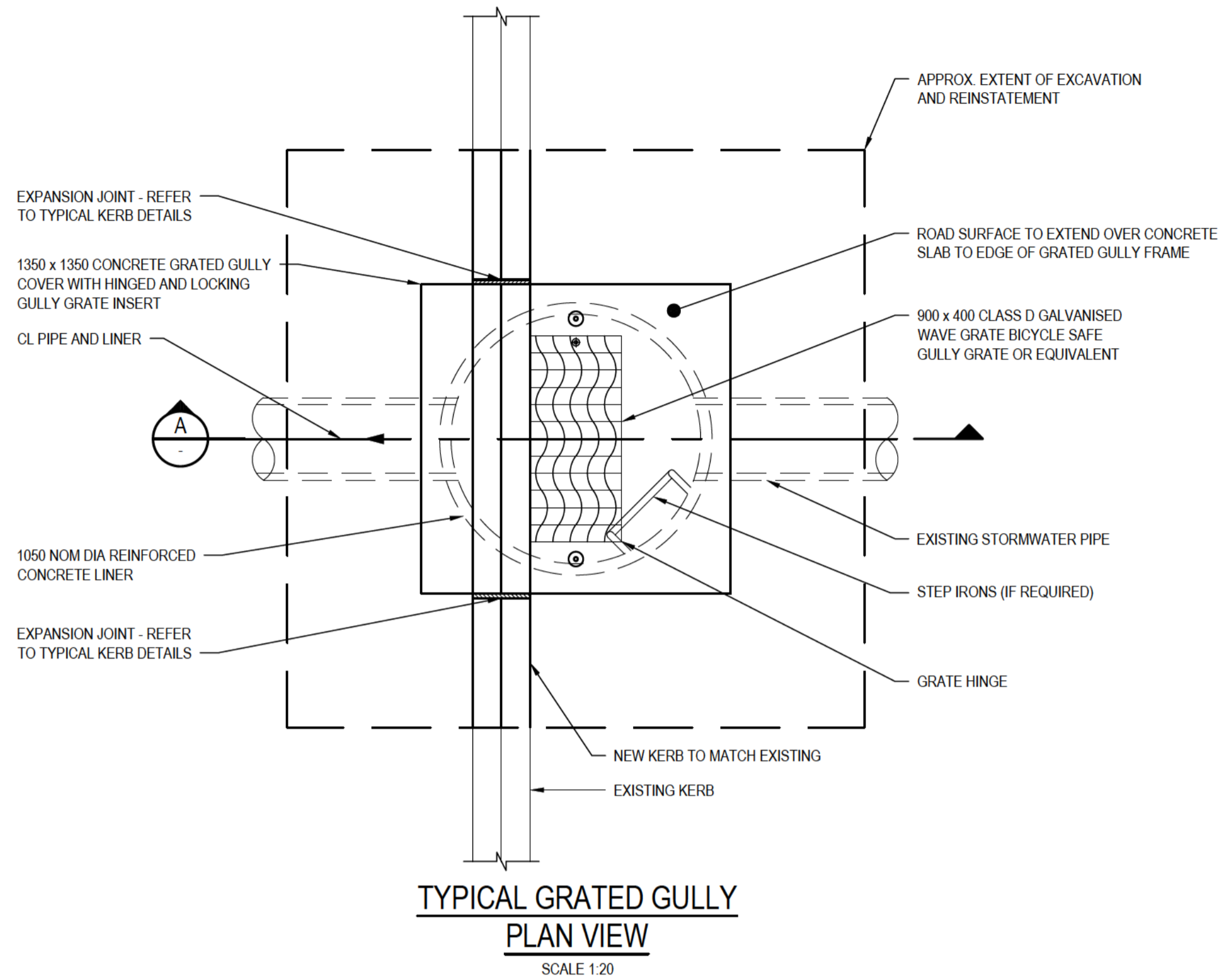
Client: INDIAN OCEAN TERRITORIES ADMINISTRATION
Project: CHRISTMAS ISLAND, FLYING FISH COVE SEAWALL REPLACEMENT
Status: PRELIMINARY

Drawing Title: TYPICAL CONCRETE STAIR DETAILS

12642495-GHD-00-05-DRG-CI-00400

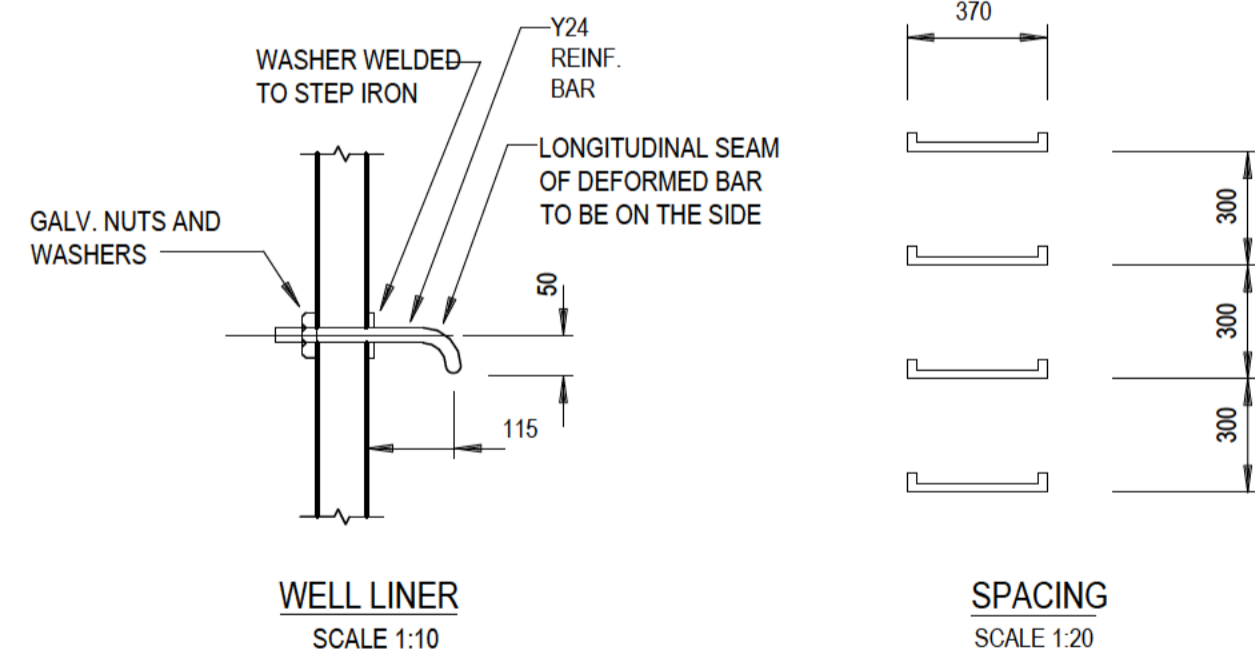
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Rev: P03



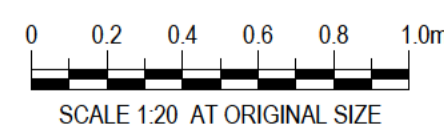
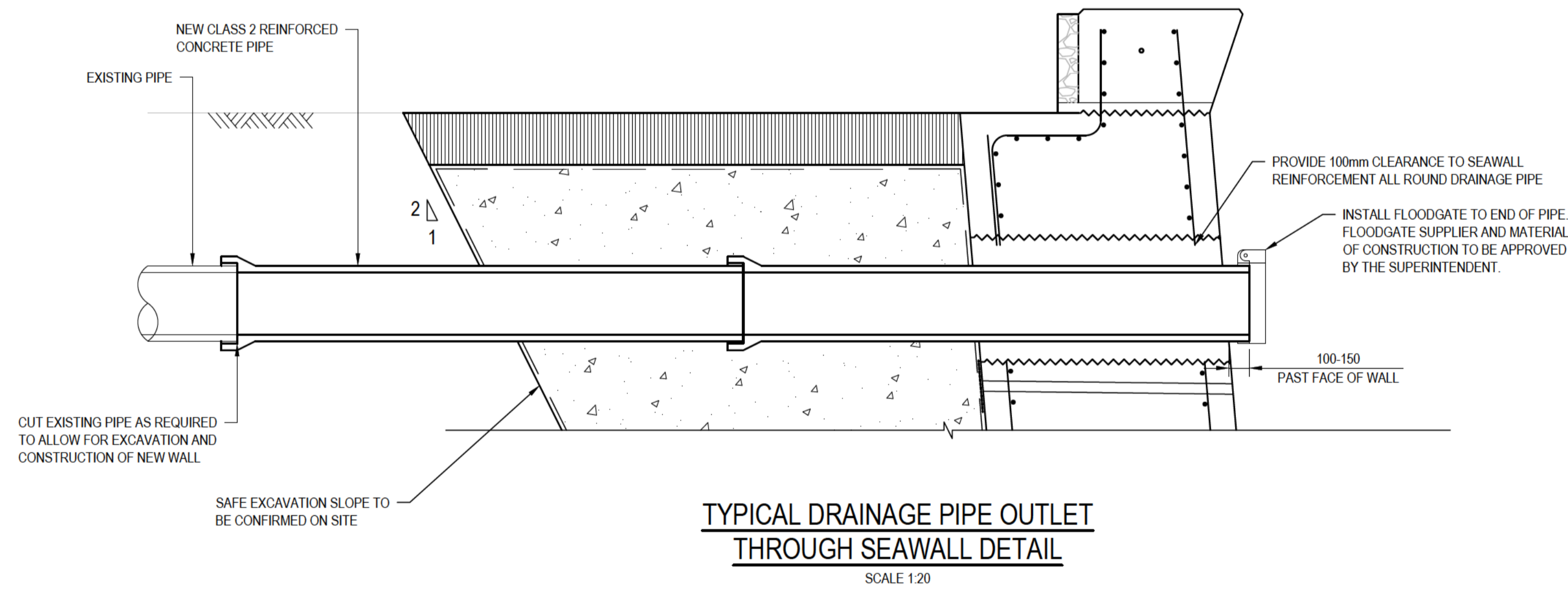
STANDARD NOTES FOR GRATED GULLIES AND MANHOLES

1. CONCRETE SHALL BE 20mm NOM. AGGREGATE AND HAVE A MINIMUM STRENGTH AT 28 DAYS OF:
INSITU BASE - 20MPa
PRECAST UNIT - 40 MPa
2. MORTAR SHALL 4 SAND : 1 CEMENT
3. PIPE JOINTS WITHIN ONE METRE OF PIT TO BE SEALED.
4. COMPACT SUBGRADE TO 95% M.M.D. BEFORE PLACING BASE.
5. BACKFILL AROUND PIT SHALL BE COMPACTED TO 95% M.M.D.
6. ALL DRAINAGE PIPES TO BE REINFORCED CONCRETE CLASS 2 UNLESS NOTED OTHERWISE.
7. STEP IRONS TO BE INSTALLED AT 300mm CENTRES.
8. FIRST STEP TO BE MAX 600mm FROM TOP OF COVER.



STEP IRON DETAILS FOR GRATED GULLIES AND MANHOLES

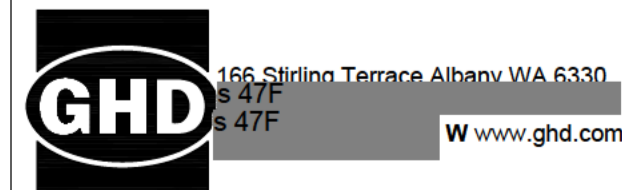
1. STEP IRONS TO BE 24 DIA. HOT DIPPED GALVANISED DEFORMED BARS.
2. STEP IRONS SHALL BE INSTALLED IN MANHOLES AND GULLY PITS WHERE THE DEPTH FROM THE TOP OF COVER TO BENCHING OR BASE EXCEEDS 1.2m.



| P01 | ISSUED FOR TENDER | S-47F | 22/11/2024 | |
|----------|-------------------|----------------|------------|------|
| Rev | Description | Checked | Approved | Date |
| Author | S-47F | Drafting Check | S-47F | |
| Designer | | Design Check | | |

Plot Date: 22 November 2024 - 1:20 PM Plotted by S-47F

File Name: N:\AUP\Perth\Projects\611\2642495\CADD\Drawings\05-Flying Fish Cove Sea Wall\12642495-GHD-00-05-DRG-CI-00500.dwg



Client: INDIAN OCEAN TERRITORIES ADMINISTRATION
 Project: CHRISTMAS ISLAND, FLYING FISH COVE SEAWALL REPLACEMENT
 Status: PRELIMINARY

Drawing Title: _____
 Drawing No. _____
 Rev _____
 Size: A1



RFO Schedule 2 – Offer

Drafting Note:

To assist Respondents to frame their offer, prior to issuing this RFO, please delete items that are not applicable for your Requirement. For example, if you are seeking goods only, delete the 'specified personnel' and 'prices for services' sections. If you are seeking services only, delete the 'prices for goods' section. Do NOT delete the Subcontractor section.

Instructions to assist respondents to complete their offer have been included as white text on a black background.

Respondent's Details

Full legal name and postal address:

ACN/ARBN (if applicable):

ABN (if applicable):

Contact Officer

For all matters relating to this RFO, the respondent's Contact Officer will be:

Name/position title:

Telephone

Mobile:

Email:

Contract Manager

Instruction to Respondents:

Respondents should provide the requested details of the person who is the respondent's proposed Contract Manager, responsible for general liaison and accepting and issuing any written notices under the contract, if a contract is awarded.

Name/position title:

Telephone:

Mobile:

Address for Notices:

Name/position title:

Postal Address:

Email Address:

Respondent's Offer

Instruction to Respondents:

Respondents should describe how they will meet the Commonwealth's requirements set out in Schedule 1.

Proven Capacity

Statement of Skills and Experience

Instruction to Respondents:

Respondents should provide evidence of their skills and experience in providing the Supplies.

RFO Number: 10030158

Specified Personnel

Instruction to Respondents:

If the quality of the respondent's offer is based on the experience of its personnel, the respondent should provide full details here. Attach CVs where appropriate. If no Specified Personnel, insert "Not applicable". Note that fees shown in this table form part of the pricing table below – they are not additional.

| Name | Position/Role |
|------|---------------|
| | |
| | |
| | |
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Subcontractors

Instruction to Respondents:

Respondents must provide (in the form of the table below) details of subcontractors that the respondent proposes to engage where the value of the services to be undertaken by the subcontractors is anticipated to exceed \$20,000 (exclusive of GST). If no subcontractors will be used insert "Not applicable".

| Proposed subcontractor (full legal name & ABN/ACN) | Scope of works to be subcontracted and technical significance |
|---|---|
| | |
| | |
| | |

Referees

Instruction to Respondents:

Respondents are to provide details of at least two referees relevant to this Offer. Referees selected are to have **direct working knowledge** of the respondent's capabilities and capacities in relation to similar Supplies. Daytime contact details for each referee must also be provided to ensure that the Commonwealth will have appropriate access to the referees listed.

| Referee Name | Position/Company | Phone No: | Email Address |
|--------------|------------------|-----------|---------------|
| | | | |
| | | | |
| | | | |

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| RFO Number: 10030158 |
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Pricing Table for Separable

| | | |
|--|--|--|
| Preliminary set up | Lump Sum | |
| Demobilisation | Lump Sum | |
| Section A (including stairs and bus shelter works) | 89.39 Lineal Metres assuming 4m wall height Sand Base | |
| Section B, C,D,E | 73.71 Lineal Metres assuming 4m wall height Sand Base | |
| Section F | 32.17 Lineal Metres assuming 4m wall height Sand Base | |

Pricing Note: Supplier to price on the basis of an assumed 4m wall height. Actual price will be adjusted depending on actual price of wall built with adjustment as per the following table:

| Price Adjustment Table - this table will be used for adjusting the above table for the actual build heights. | | | | | |
|---|--|--|--------------|-----------------|---------------|
| Item | | Description of Activities | Unit | Quantity | Amount |
| | | <i>All freight, plant and labour to be included in linear m rates for items 9,10 and 11</i> | | | |
| 9 | | <i>Wall on weathered rock, provision for weepholes and expansion joints including</i> | Linear metre | | |
| 9(a) | | Supply and fix steel reinforcing, complete with ties and chairs. Supply, erect and strip formwork. Pour concrete footings (650 mm x 500 mm) and 400 mm thick wall up to 1000 mm height from base of footing to base of 'wave wall' | Linear metre | | |
| 9(b) | | Supply and fix steel reinforcing, complete with ties and chairs. Supply, erect and strip formwork. Pour concrete footings (1300 mm x 500 mm) and 460 mm thick wall up to 2000 mm height from base of footing to base of 'wave wall' | Linear metre | | |

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| RFO Number: 10030158 |
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| | | | | | |
|-------|--|---|--------------|--|--|
| 9(c) | | Supply and fix steel reinforcing, complete with ties and chairs. Supply, erect and strip formwork. Pour concrete footings (1950 mm x 500 mm) and 690 mm thick wall up to 3000 mm height from base of footing to base of 'wave wall' | Linear metre | | |
| 9(d) | | Supply and fix steel reinforcing, complete with ties and chairs. Supply, erect and strip formwork. Pour concrete footings (2300 mm x 500 mm) and 800 mm thick wall up to 3500 mm height from base of footing to base of 'wave wall' | Linear metre | | |
| 9(e) | | Supply and fix steel reinforcing, complete with ties and chairs. Supply, erect and strip formwork. Pour concrete footings (2600 mm x 500 mm) and 920 mm thick wall up to 4000 mm height from base of footing to base of 'wave wall' | Linear metre | | |
| 9(f) | | Supply and fix steel reinforcing, complete with ties and chairs. Supply, erect and strip formwork. Pour concrete footings (2930 mm x 500 mm) and 1060 mm thick wall up to 4500 mm height from base of footing to base of 'wave wall' | Linear metre | | |
| 9(g) | | Supply and fix steel reinforcing, complete with ties and chairs. Supply, erect and strip formwork. Pour concrete footings (3250 mm x 500 mm) and 1200 mm thick wall up to 5000 mm height from base of footing to base of 'wave wall' | Linear metre | | |
| 10 | | <i>Wall on sand base, provision for weepholes and expansion joints</i> | | | |
| 10(a) | | Supply and fix steel reinforcing, complete with ties and chairs. Supply, erect and strip formwork. Pour concrete footings (800 mm x 800 mm) and 400 mm thick wall up to 1000 mm height from base of footing to base of 'wave wall' | Linear metre | | |
| 10(b) | | Supply and fix steel reinforcing, complete with ties and chairs. Supply, erect and strip formwork. Pour concrete footings (1600 mm x 800 mm) and 460 mm thick wall up to 2000 mm height from base of footing to base of 'wave wall' | Linear metre | | |

RFO Number: 10030158

| | | | | | |
|-------|--|--|--------------|--|--|
| 10(c) | | Supply and fix steel reinforcing, complete with ties and chairs. Supply, erect and strip formwork. Pour concrete footings (2400 mm x 800 mm) and 690 mm thick wall up to 3000 mm height from base of footing to base of 'wave wall' | Linear metre | | |
| 10(d) | | Supply and fix steel reinforcing, complete with ties and chairs. Supply, erect and strip formwork. Pour concrete footings (2800 mm x 800 mm) and 800 mm thick wall up to 3500 mm height from base of footing to base of 'wave wall' | Linear metre | | |
| 10(e) | | Supply and fix steel reinforcing, complete with ties and chairs. Supply, erect and strip formwork. Pour concrete footings (3200 mm x 800 mm) and 920 mm thick wall up to 4000 mm height from base of footing to base of 'wave wall' | Linear metre | | |
| 10(f) | | Supply and fix steel reinforcing, complete with ties and chairs. Supply, erect and strip formwork. Pour concrete footings (3600 mm x 800 mm) and 1060 mm thick wall up to 4500 mm height from base of footing to base of 'wave wall' | Linear metre | | |
| 10(g) | | Supply and fix steel reinforcing, complete with ties and chairs. Supply, erect and strip formwork. Pour concrete footings (4000 mm x 800 mm) and 1200 mm thick wall up to 5000 mm height from base of footing to base of 'wave wall' | Linear metre | | |
| 11 | | <i>Wall on sand base with blinding layer, provision for weepholes and expansion joints</i> | | | |
| 11(a) | | Where the depth to foundation in relation to natural surface level behind the wall exceeded the maximum wall height of 5000m mm, blinding concrete is to be placed below the wall footing to achieve the required surface level behind the wall. Wall on sand 5000m high and 1200 mm thick, on base 3250 mm x 800 mm , with addition of blinding concrete layer to depth of -1.850 CIHD | Linear metre | | |

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| RFO Number: 10030158 |
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Reimbursable Expenses (Travel)

Drafting Note:

Estimate any other costs that will be incurred but cannot be accurately calculated in advance, and are NOT included in the Fixed Price above. Make sure you include any and all possible expense items as failure to include an item means the Customer will assume it has been included in the Fixed Price.

Add additional lines to the table as required, or insert appropriate text below the table.

Note: The Customer will not reimburse the Supplier for any nominated project expenses, travel, accommodation or associated expenses incurred for the purposes of the Contract unless:

- a) the Supplier obtains the Customer's specific written approval prior to the relevant expense being incurred,
- b) all domestic air travel is economy class,
- c) amounts claimed for accommodation and other expenses do not exceed the total amount specified in Tax Determination [TD 2024/03](#) or the applicable financial year's Taxation Determination issued by the Australian Taxation Office, and
- d) a claim for reimbursement is submitted supported by a copy of the paid Tax Invoice.

If all costs are included in the Fixed Price table above, type "Not Applicable" in the table below.

| Description/Comments | Cost (GST Exclusive) | GST Component | Total Cost (GST Inclusive) |
|------------------------------------|-------------------------|------------------|-------------------------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| Total Reimbursable Expenses | | | |

Facilities and Assistance

Instruction to Respondents:

| |
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| RFO Number: 10030158 |
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If the respondent's proposal and pricing is based on the Commonwealth providing any facilities and assistance, these should be stated here. You may refer to the facilities and assistance (if any) offered by the Commonwealth in *RFO Schedule 1 – Statement of Requirement*, by inserting 'we require only the facilities and assistance offered by the Commonwealth in *RFO Schedule 1 – Statement of Requirement*.' If no facilities or assistance is required, insert "Not applicable". Note that any costs incurred by the Commonwealth in providing the proposed facilities and assistance will be considered in evaluating the comparative value for money of the proposal.

Additional Information

Instruction to Respondents:

Respondents should provide additional details, if any, that the Respondent wants the Commonwealth to consider here. This should be as brief as possible and may not exceed two A4 pages. If a real or perceived conflict of interest would exist if the Supplier entered into a contract with the Commonwealth for the Supplies in this offer, full details should be included here.

Administrative Information

Confidentiality of Tenderer Information

Instruction to Respondents:

Respondents must identify, in the table below, any aspects of their offer that they consider should be kept confidential, with reasons. If none, the respondents should complete the table with 'Nil' and "Not applicable" in the relevant columns.

Respondents should note that the Commonwealth will only agree to treat information as confidential in cases that it considers appropriate. In the absence of such agreement, the Commonwealth has the right to disclose any information contained in the offer.

Further information to assist you to assess whether particular information would be able to be treated as confidential is available at <http://www.finance.gov.au/publications/fmg-series/03-guidance-on-confidentiality-in-procurement>.

| Provisions considered necessary to be confidential | Reasons for requesting confidentiality |
|--|--|
| | |
| | |

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| RFO Number: 10030158 |
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Declaration by Respondent

The Respondent offers to provide the Supplies described in *Schedule 1* to the RFO (*Statement of Requirement*) on the following terms ;

- The terms of the RFO including *Schedule 1* to the RFO (Statement of Requirement)
- the *Deed of Standing Offer*
- this *Schedule 2* to the RFO (*Offer*); and
- the special conditions (if any) in *Schedule 3* to the RFO.

These documents collectively comprise the Respondent's "Offer".

The Offer

The Respondent agrees that the Commonwealth may accept or decline to accept the Respondent's Offer in its discretion. No commitment or contract exists until a work order is executed by both parties. The Respondent agrees that the Commonwealth is not required to enter into any work order in connection with the RFO.

The Respondent agrees that participation in any stage of the RFO process is at the Respondent's sole risk and cost.

Validity

The Offer must remain open for acceptance for 60 calendar days from the Closing Time.

Alterations

The Commonwealth may decline to consider an offer in which there are alterations, erasures, illegibility, ambiguity or incomplete details.

Amendments and Queries

The Commonwealth may amend, or clarify any aspect of the RFO prior to the RFO Closing Time by issuing a formal amendment to the RFO in the same manner as the original RFO was distributed. Such amendments or clarifications will, as far as is practicable be issued simultaneously to all parties.

Clarification

The Commonwealth may, at any time during the RFO process, seek clarification or additional information from, and enter into discussions and negotiations with, any or all respondents in relation to their offers. In doing so, the Commonwealth will not allow any respondent to substantially tailor or amend their offer.

Confidentiality of Tenderer Information

In their offer, respondents must identify any aspects of their offer that they consider should be kept confidential, with reasons. Respondents should note that the Commonwealth will only agree to treat information as confidential in cases that it considers appropriate. In the absence of such an agreement, respondents acknowledge that the Commonwealth has the right to disclose the information contained in their offer.

Alternatives

Respondents may submit offers for alternative methods of addressing the Commonwealth requirements described in the RFO where the option to do so was stated in the RFO or agreed in writing with the Commonwealth prior to the RFO Closing Time. Respondents should provide a sufficient level of detail about the alternative solution to enable its evaluation.

Reference Material

If the RFO references any materials including, but not limited to, reports, plans, drawings, samples, information or other reference material, the respondent is responsible for obtaining the referenced material and considering it in framing their offer.

Price Basis

Prices quoted must be provided as a fixed maximum price and show the GST exclusive price, the GST component and the GST inclusive price.

The Contract Price must be inclusive of GST and all other taxes, duties (including any customs duties) and any government charges imposed or levied in Australia or overseas. The Contract Price, which must include any and all other charges and costs, will be the maximum price payable by the Commonwealth for the Supplies.

Evaluation and Acceptance

RFO Number: 10030158

The Commonwealth will evaluate offers in accordance with the Commonwealth Procurement Guidelines to determine the best value for money outcome for the Commonwealth. The criteria for evaluation will encompass:

- (a) the extent to which the respondent's offer meets the Commonwealth's requirement set out in the RFO;
- (b) the respondent's proven capacity to provide the requirement; and
- (c) the total costs to be incurred by the Commonwealth.

The Commonwealth will notify unsuccessful respondents of the final decision and respondents may request a debriefing following the award of a contract in relation to the RFO.

Referees

The Commonwealth reserves the right to contact the respondent's referees, or any other person, directly and without notifying the respondent.

Reporting Requirements

Respondents acknowledge that the Commonwealth is subject to legislative and administrative accountability and transparency requirements including disclosure to Parliament and its Committees.

For any work orders awarded, without limiting the Commonwealth's right to disclose other information, the Commonwealth will publicly disclose the supplier's name and postal address as well as a range of details about the work order, including contract value and the names of any subcontractors engaged in respect of the Contract.

Respondents should also note the requirements of the *Freedom of Information Act 1982* (Cth).

Conflict of interest

Respondents must notify the Commonwealth immediately if any actual, potential or perceived conflict of interest arises (a perceived conflict of interest is one in which a reasonable person would think that the person's judgement and/or actions are likely to be compromised).

Collusive tendering and Unlawful Inducements

Respondents and their officers, employees, agents and advisors must not engage in any collusive tendering, anti-competitive conduct or any other similar conduct with any other respondent or person or offer any unlawful inducements in relation to their offer or the RFO process.

Respondents must disclose where offers have been compiled with the assistance of current or former (within the previous 12 months) employees or contractors of the Commonwealth and should note that this may exclude their offer from consideration.

Commonwealth Material

The Commonwealth will make available the Commonwealth Material (if any) specified in the "Commonwealth Material" section in *RFO Schedule 1 - Statement of Requirement*.

| | |
|------------------------------------|------------------------------------|
| Signatory's printed name: | Signatory's signature: |
| Signatory's Position | Date |
| Signatory's Phone Number | Signatory's Email Address |
| Witness's printed name | Witness's signature |

RFO Number: 10030158

RFO Schedule 3 – Special Conditions of Offer

Compliance with the Code for Tendering and Performance of Building Work 2016

The Code for the Tendering and Performance of Building Work 2016 applies to the building work associated with this project. By submitting an expression of interest in, or tender for, this project, you will become subject to the Code for the Tendering and Performance of Building Work 2016.

Drafting Note:

For many Requirements it will not be necessary to specify any special conditions. However, some agencies have developed a range of special conditions (for example, agency specific security requirements). Before completing this section, you should consider whether any of these agency specific clauses apply.

If your Requirement necessitates particular special conditions, please consult your agency procurement advice team before using this provision.

If no other special conditions apply, insert "Not applicable".



Australian Government

**Department of Infrastructure, Transport,
Regional Development, Communications and the Arts**

FFC Sea Wall Upgrade

RF010030158

Questions and Formal Responses

| | |
|-----------|--|
| Q1 | |
| A1 | |
| Q2 | |
| A2 | |
| Q3 | |
| A3 | |

Released under the Freedom of Information Act 1982 by the Department of Infrastructure, Transport, Regional Development, Communications, Sport and the Arts

From: s 22(1)
To: s 22(1)
Subject: Addenda Notice for ATM ID RFO PR10030158 - FFC Seawall Upgrade on Christmas Island [SEC=OFFICIAL]
Date: Monday, 23 December 2024 10:20:05 PM
Attachments: [image002.png](#)
[BUS SHELTER2 SD-2.pdf](#)
[BUS SHELTER2 SD-4.pdf](#)
[S00 - 1.pdf](#)
[S20 - 1.pdf](#)
[Addendum 1 - RFO PR10030158 - FFC Seawall Upgrade on CI - Final.pdf](#)

Importance: High

OFFICIAL

Dear All,

Please find attached Addendum No. 1 containing new or updated information for the ATM ID: RFO PR10030158

RFO PR10030158: Flying Fish Cove Seawall Upgrade on Christmas Island

An addendum may be new or updated information that you must provide for in your response. It may adversely affect your response if you do not obtain and provide for addendum information.

This RFO closes at 3:00pm (Christmas Island local time) on Monday, 20 January 2025.

Questions relating to the RFO will be permitted up until 3:00pm (Christmas Island local time) Friday, 10 January 2025 by emailing the contact officer: s 22(1)(a)(ii) [@infrastructure.gov.au](#) and s 22(1)(a) [@infrastructure.gov.au](#) using the attached Q&A form.

Regards

Indian Ocean Territories Administration

IOT Administration • Indian Ocean Territories Branch • Territories Division

s 22(1)(a) [@infrastructure.gov.au](#)

PO Box 868 Christmas Island, WA 6798

Department of Infrastructure, Transport, Regional Development, Communications and the Arts

CONNECTING AUSTRALIANS • ENRICHING COMMUNITIES • EMPOWERING REGIONS

[infrastructure.gov.au](#)

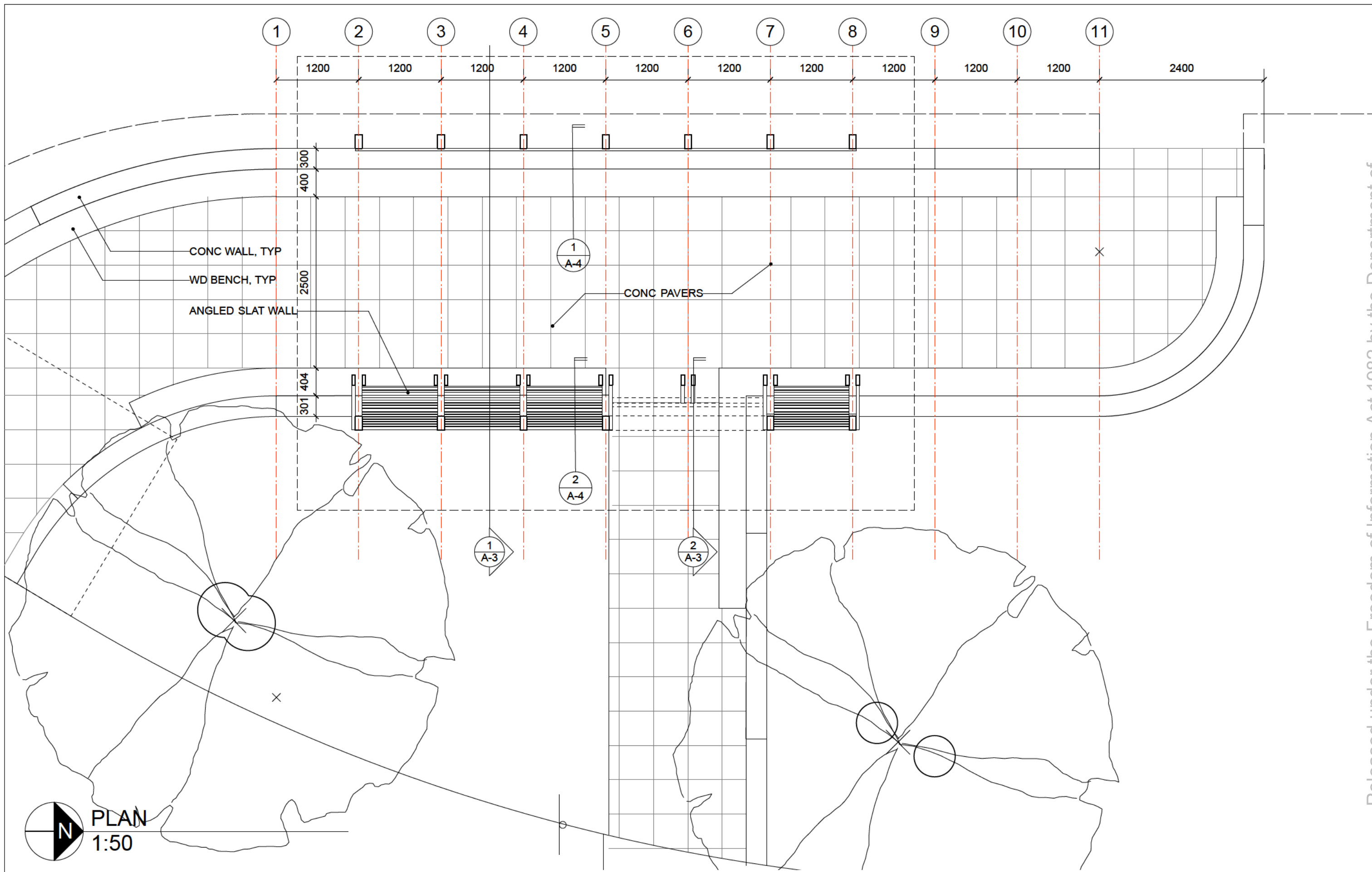


I acknowledge the traditional custodians of this land on which we meet, work and live.

I recognise and respect their continuing connection to the land, waters and communities.

I pay my respects to Elders past and present and to all Aboriginal and Torres Strait Islander people.

OFFICIAL



PLAN
1:50

§ 47F
ab4
STUDIO

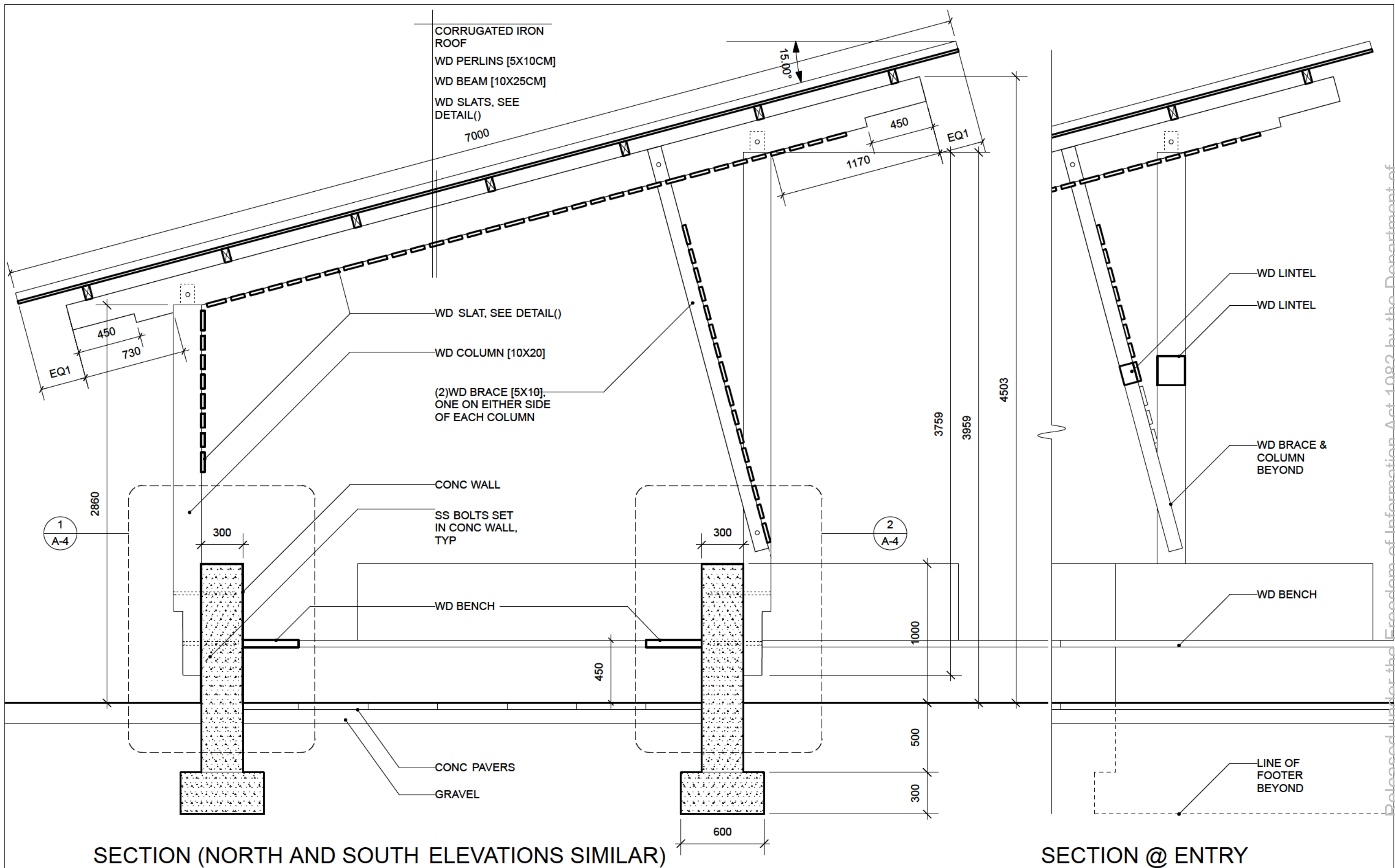
PO BOX 355
CHRISTMAS ISLAND
INDIAN OCEAN, 6798 AU
§ 47F

PROJECT:
BUS STOP SHELTER
CHRISTMAS ISLAND

DRAWING:
PLAN

SCALE:
AS NOTED
DATE:
27/9/10

SD-2



SECTION (NORTH AND SOUTH ELEVATIONS SIMILAR)

1:25

SECTION @ ENTRY

1:25

PROJECT **BUS STOP SHELTER**
CHRISTMAS ISLAND

STRUCTURAL DRAWING LIST

- S00 STRUCTURAL DRAWING NOTES
- S10 GROUND FLOOR G.A. & ROOF FRAMING PLANS
- S20 GROUND FLOOR & ROOF FRAMING SECTION & DETAILS

STRUCTURAL DRAWING NOTES

GENERAL

- G1 THE BUILDER SHALL BE RESPONSIBLE FOR MAINTAINING STABILITY OF THE STRUCTURE UNTIL COMPLETION OF CONSTRUCTION AND SHALL ENSURE THAT NO PART OF THE STRUCTURE IS OVER STRESSED BY EXCESSIVE CONSTRUCTION LOADING.
- G2 STRUCTURAL DRAWINGS ARE TO BE READ IN CONJUNCTION WITH ALL ARCHITECTURAL & OTHER CONSULTANTS DRAWINGS & SPECIFICATIONS.
- G3 ALL MATERIALS AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE FOLLOWING CODES EXCEPT WHERE VARIED BY THE SPECIFICATION AND / OR DRAWINGS.
 - AS.1084 - 1999 TIMBER FRAMING CODE
 - AS.1720 - 2010 TIMBER STRUCTURES
 - AS.3600 - 2009 CONCRETE STRUCTURES
 - AS.3700 - 1998 MASONRY STRUCTURES
 - AS.4100 - 1998 STEEL STRUCTURES
 - AS.2269 STRUCTURAL PLYWOOD
- G4 BUILDING CODE OF AUSTRALIA
DIMENSIONS NOT TO BE SCALED.
SET OUT DIMENSIONS ARE TO BE VERIFIED WITH ARCHITECT.

DESIGN CRITERIA

- DC1 LIVE LOADS:
 - ROOF 0.25 kPa
- DC2 WIND LOADS:
 - REGION B
 - ULTIMATE WIND VELOCITY 51.9 m/s
 - SERVICEABILITY WIND VELOCITY 39 m/s
 - TERRAIN CATEGORY 2
- COEFFICIENTS:
 - UPWARD ROOF PRESSURE + 1.2
 - DOWNWARD PRESSURE - 0.95
 - SHIELDING (Ms) 1.0
 - TOPOGRAPHIC (Mt) 1.0
 - IMPORTANCE (Mi) 1.0

FOUNDATIONS

- F1 FOUNDATION EXCAVATIONS TO BE MAINTAINED IN A FIRM DRY CONDITION. REMOVE ANY SOFT GROUND & FILL WITH MASS CONCRETE.
- F2 EXCAVATION SHALL NOT BE PERFORMED BELOW THE LINE OF INFLUENCE EXTENDING FROM THE EXISTING FOOTING.
LINE OF INFLUENCE: IN ROCK - 2 VERTICAL TO 1 HORIZ.
IN OTHER MATERIAL - 1 VERTICAL TO 2 HORIZ.
- F3 REFER TO GROUNDWORKS SPECIFICATION CLAUSE 'SUPPORTING EXCAVATIONS'.
- F4 ALL FOOTINGS SHALL BE COMPACTED IN ACCORDANCE WITH GEOTECHNICAL REPORT RECOMMENDATIONS AND FOUNDED ON NATURAL UNDISTURBED MATERIAL.

| FOOTING | MINIMUM BEARING CAPACITY |
|---------------|--------------------------|
| STRIP FOOTING | 100 kPa |
- F5 STRUCTURAL FILL TO BE NON REACTIVE WITH MINIMUM C.B.R. 18% PLACED IN 200 THICK LOOSE LAYERS & COMPACTED TO 98 % M.D.D.
- F6 ALL COMPACTED FILL TO BE IN ACCORDANCE WITH THE SPECIFICATION.

CONCRETE

- C1 CONCRETE SPECIFICATION
 - SLUMP 80 mm
 - MAXIMUM AGGREGATE 20 mm
 - CEMENT TYPE 'N' PORTLAND

PROJECT CONTROL TESTING SHALL BE CARRIED OUT IN ACCORDANCE WITH AS.3600 AND THE SPECIFICATION TEST REPORTS TO BE SUBMITTED TO THE PRINCIPAL FOR APPROVAL.

- C2 CONCRETE STRENGTH & CLEAR COVER (INCLUDING FITMENTS) TO BE AS FOLLOWS

| ELEMENT | CONCRETE GRADE | COVER | | |
|----------|----------------|--------|-----|-------|
| | | BOTTOM | TOP | SIDES |
| FOOTINGS | N40 | 65 | 65 | 65 |
| WALLS | N40 | 65 | 65 | 65 |

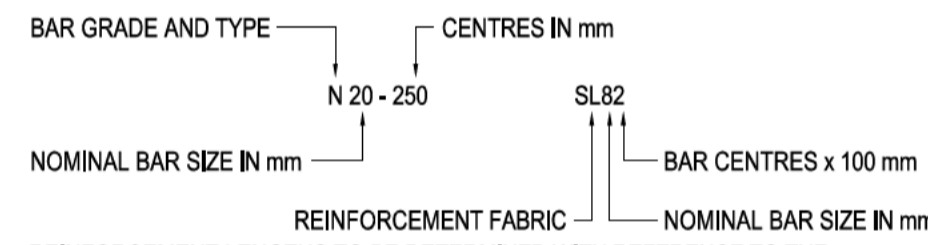
- C3 CURE ALL CONCRETE SURFACES IN ACCORDANCE WITH AS.3600.
CURING OF ALL CONCRETE IS TO BE ACHIEVED BY KEEPING SURFACES CONTINUOUSLY WET FOR A PERIOD OF 3 DAYS AND PREVENTION OF LOSS OF MOISTURE FOR A TOTAL OF 7 DAYS FOLLOWED BY A GRADUAL DRYING OUT.
USE OF AN APPROVED CURING AGENT.

- C4 ALL RE-ENTRANT CORNERS AND PENETRATIONS LARGER THAN 200 SQUARE ARE TO HAVE TRIMMER BARS PLACED DIAGONALLY AT CORNERS- TOP & BOTTOM, 1200 LONG BARS TO BE 1N12 FOR SLAB THICKNESS LESS THAN 120 mm & 2N12/100 OTHERWISE.

- C5 ALL HOOKS AND BENDS TO BE IN ACCORDANCE WITH AS.3600.
UNLESS NOTED OTHERWISE ON PLANS ALL LAPS TO BE :

| BAR SIZE | STRUCTURAL ELEMENT | | | |
|----------|--------------------|---------------------------------|---------|----------------------|
| | SLAB ≤ 300 THICK | BEAMS, WALLS & SLAB > 300 THICK | COLUMNS | BORED PIERS FOOTINGS |
| N12 | 400 | 500 | 400 | 400 |
| N16 | 500 | 600 | 500 | 500 |
| N20 | 600 | 750 | 600 | 700 |
| N24 | 800 | 1050 | 850 | 900 |

- C6 MESH LAP TO BE 1.5 BAR TRANSVERSE SPACING.
USE PLASTIC OR PLASTIC TIPPED BAR CHAIRS AT 600 CENTRES FOR SL72 & 82 MESH AND AT 800 CENTRES FOR SL92 MESH & GREATER.
- C7 CONSTRUCTION JOINTS WHERE NOT SHOWN ON DRAWINGS SHALL BE LOCATED TO THE APPROVAL OF THE ENGINEER AND PRINCIPAL.
- C8 BASIC DRYING SHRINKAGE STRAIN MEASURED IN ACCORDANCE WITH AS.1012 - PART 13 SHALL NOT EXCEED 900 µm.
- C9 FOR FALLS, STEPS, CHAMFERS, DRIP GROOVES, REGLETS ETC. REFER TO ARCHITECT'S DETAILS. MAINTAIN COVER TO REINFORCEMENT AT THESE DETAILS.
- C10 CONDUITS, PIPES, ETC SHALL ONLY BE LOCATED IN THE MIDDLE ONE THIRD OF SLAB DEPTH AND SPACED AT NOT LESS THAN 3 DIAMETERS.
- C11 REINFORCEMENT SYMBOLS
 - 'N' - DENOTES GRADE 600 BARS TO AS.4671.
 - 'R' - DENOTES GRADE 250 HOT ROLLED PLAIN BARS TO AS.4671.



- C12 REINFORCEMENT LENGTHS TO BE DETERMINED WITH REFERENCE TO THE GEOMETRY AND SETOUT ON THE ARCHITECTS DRAWINGS.
- C13 PROVIDE 50mm BEDDING SAND & DAMP PROOF MEMBRANE UNDER ALL GROUND SLABS.
- C14 ALL CONCRETE TO BE VIBRATED DURING PLACEMENT.
- C15 ALL REINFORCEMENT TO BE SECURELY TIED PRIOR TO PLACEMENT OF CONCRETE.
- C16 PROPPING AND FORMWORK TO BE IN ACCORDANCE WITH AS.3610.

ANCHOR NOTES

- A1 ANCHORS SHALL BE INSTALLED TO ACHIEVE CAPACITIES SPECIFIED IN THE MANUFACTURERS PRINTED INSTRUCTIONS.
- A2 CHEMICAL ANCHORS FIXED IN CONCRETE SHALL BE.
 - HILTI HIT RE 500 & HAS-E STUD OR
 - RAMSET CHEMSET REO 502 SERIES & RAMSET CHEMSET STUD
- A3 CHEMICAL ANCHORS FIXED IN MASONRY SHALL BE.
 - HILTI HIT HY 150 & HAS-E STUD OR
 - RAMSET INJECTION 101 & RAMSET CHEMSET STUD
- A4 PROVIDE PROPRIETARY SLEEVE SYSTEM IN HOLLOW MASONRY.
MECHANICAL ANCHORS SHALL BE
 - HILTI HSL-3 OR
 - RAMSET TRUBOLTS
- A5 ALL METAL PARTS SHALL BE STAINLESS STEEL GRADE 316 U.N.O

TIMBER

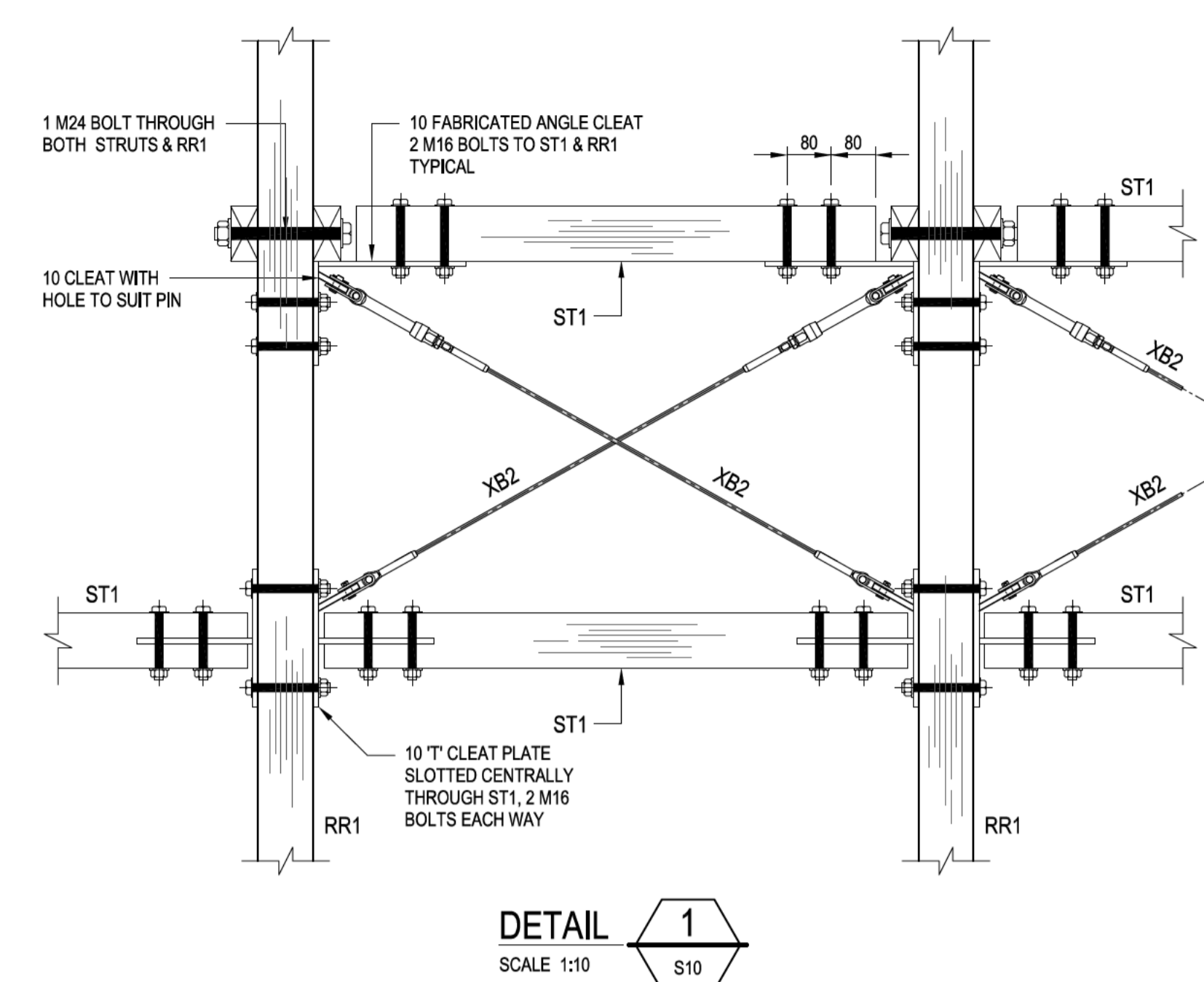
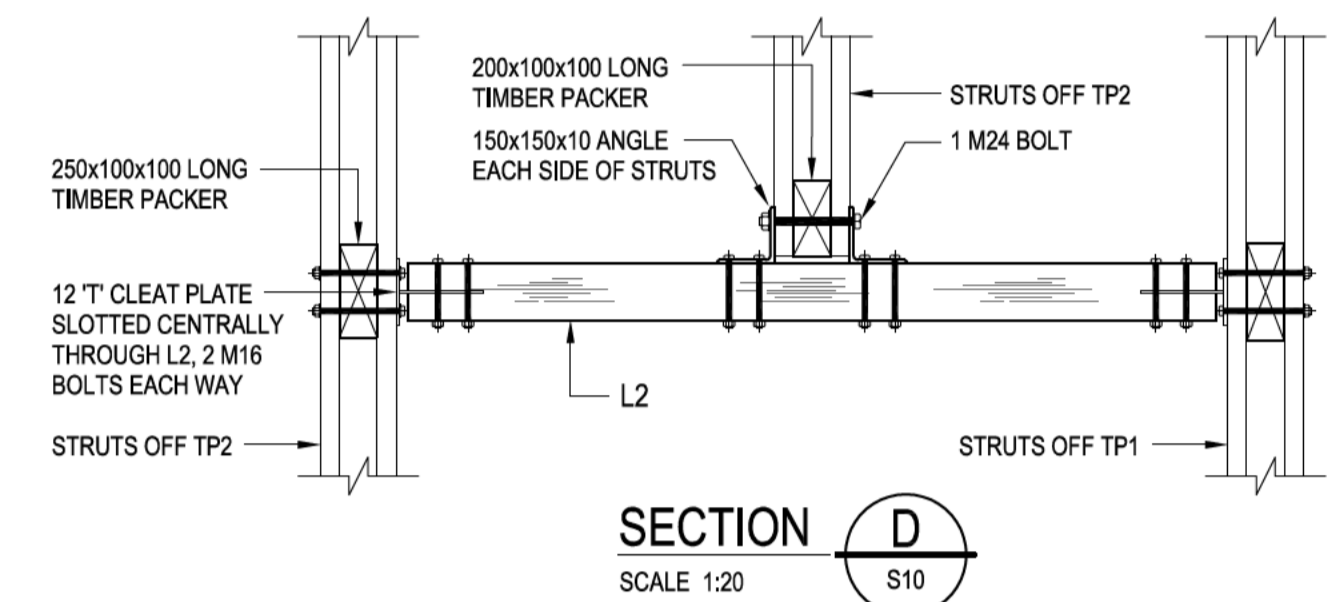
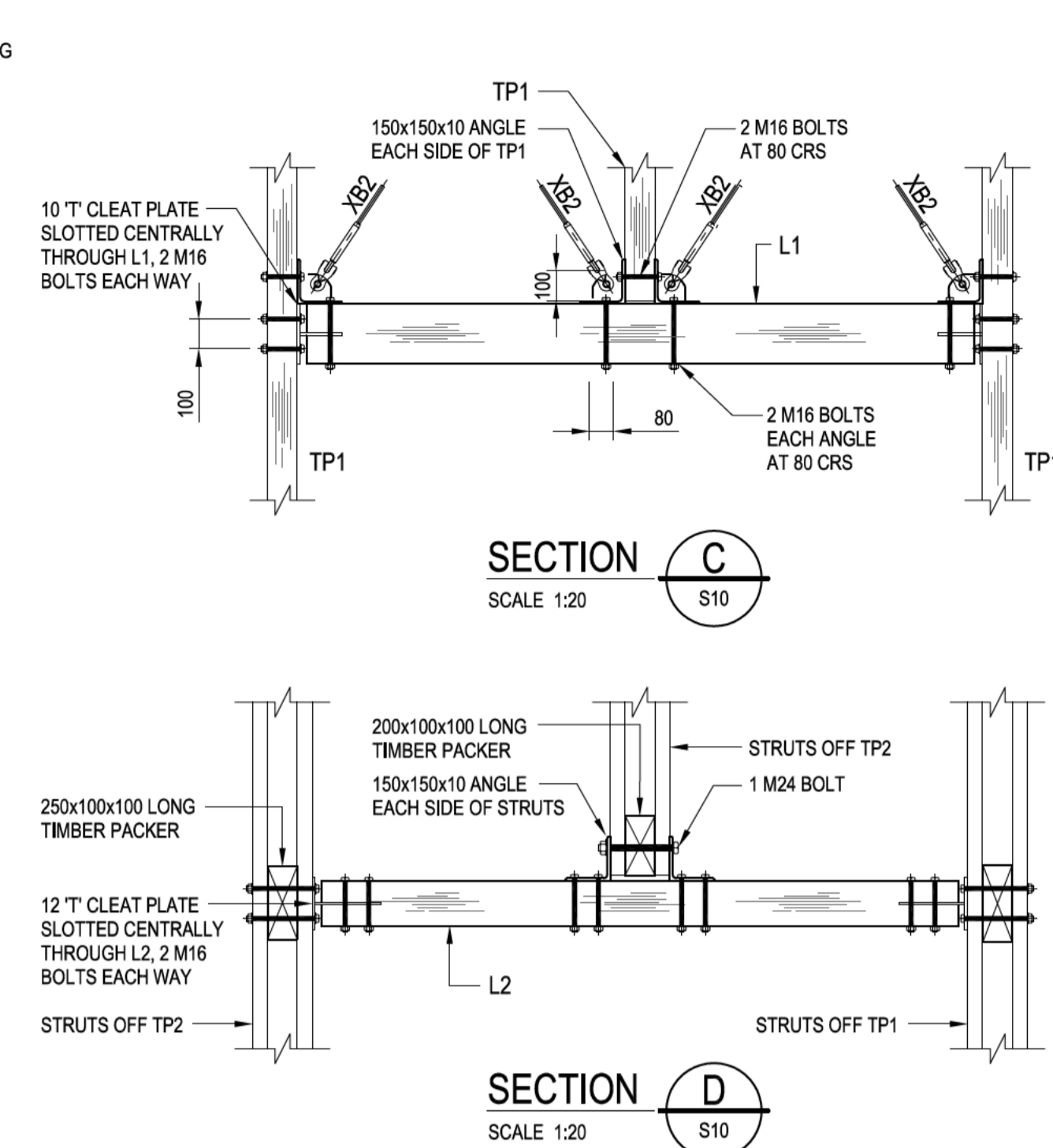
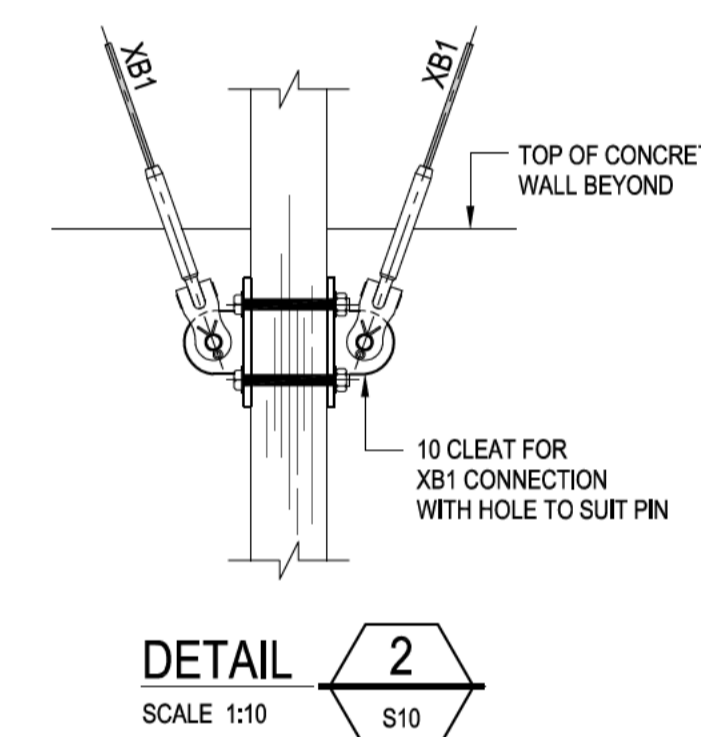
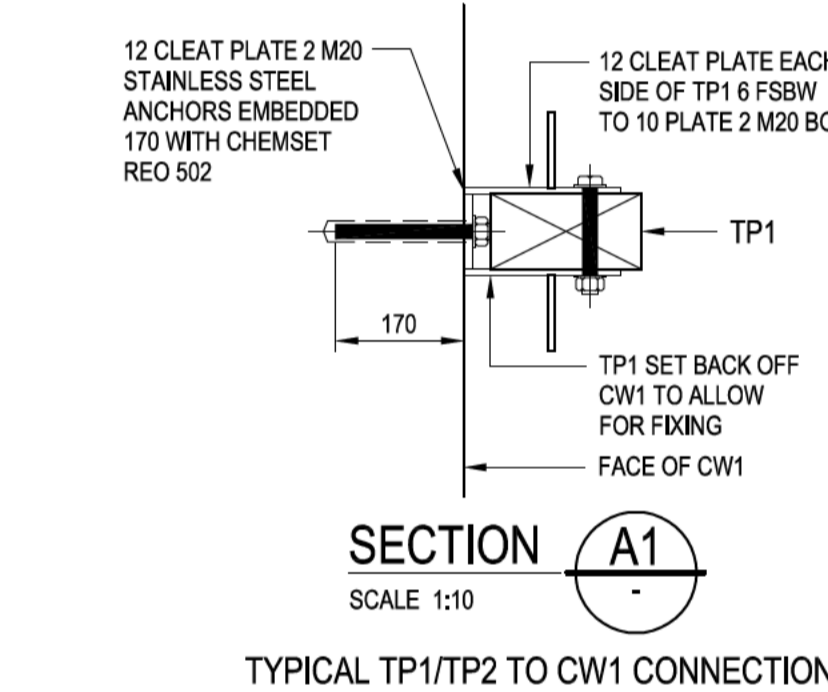
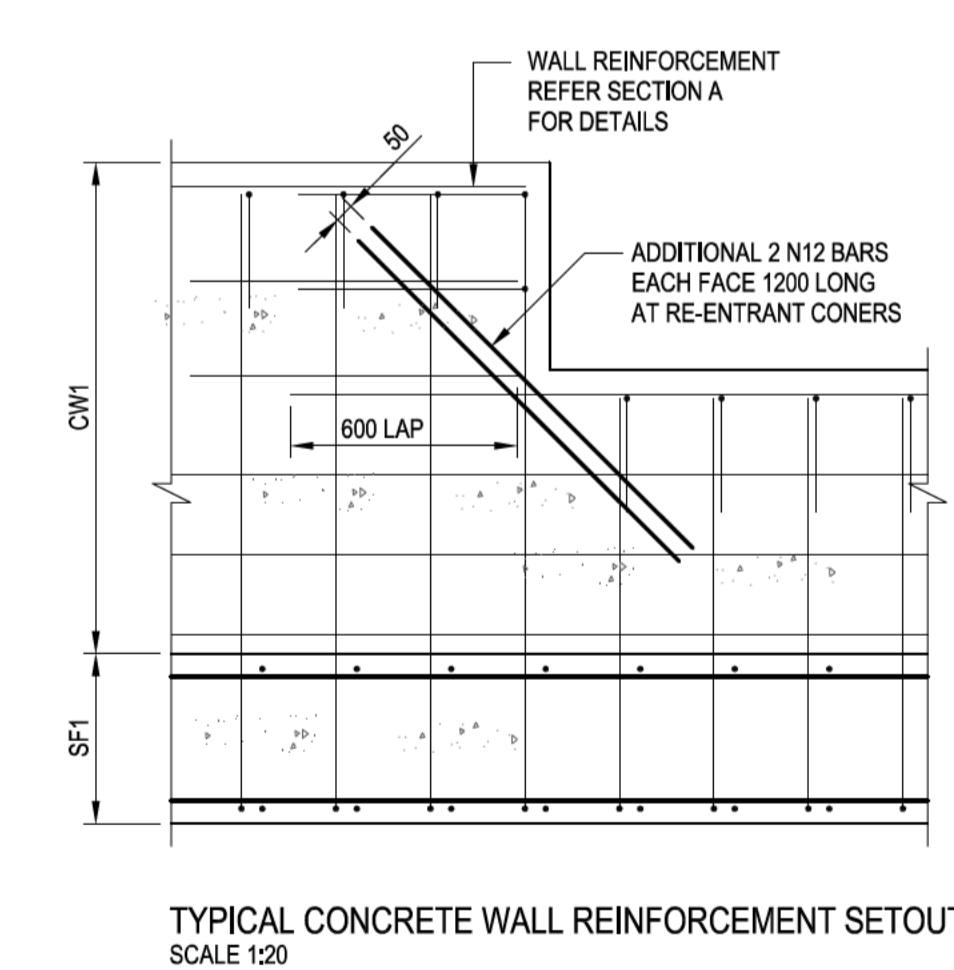
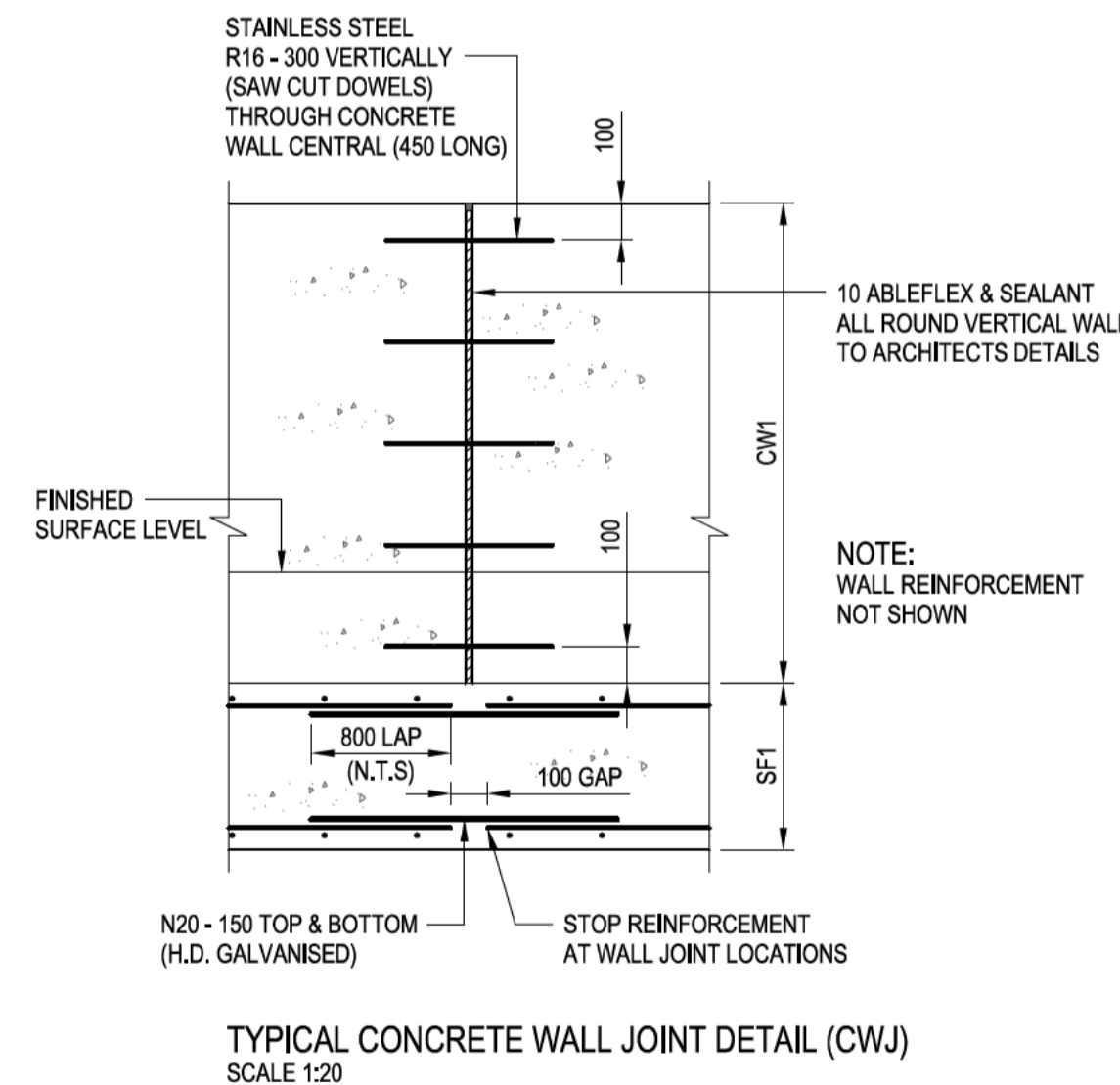
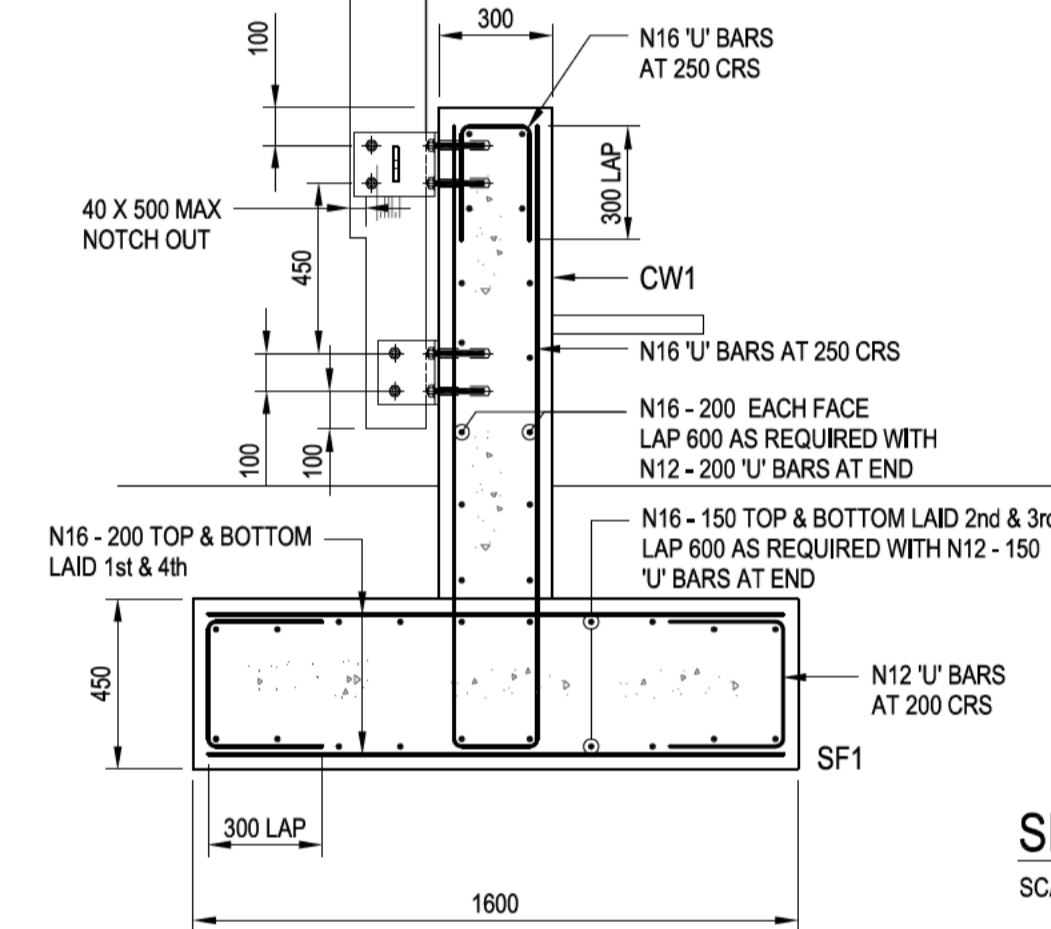
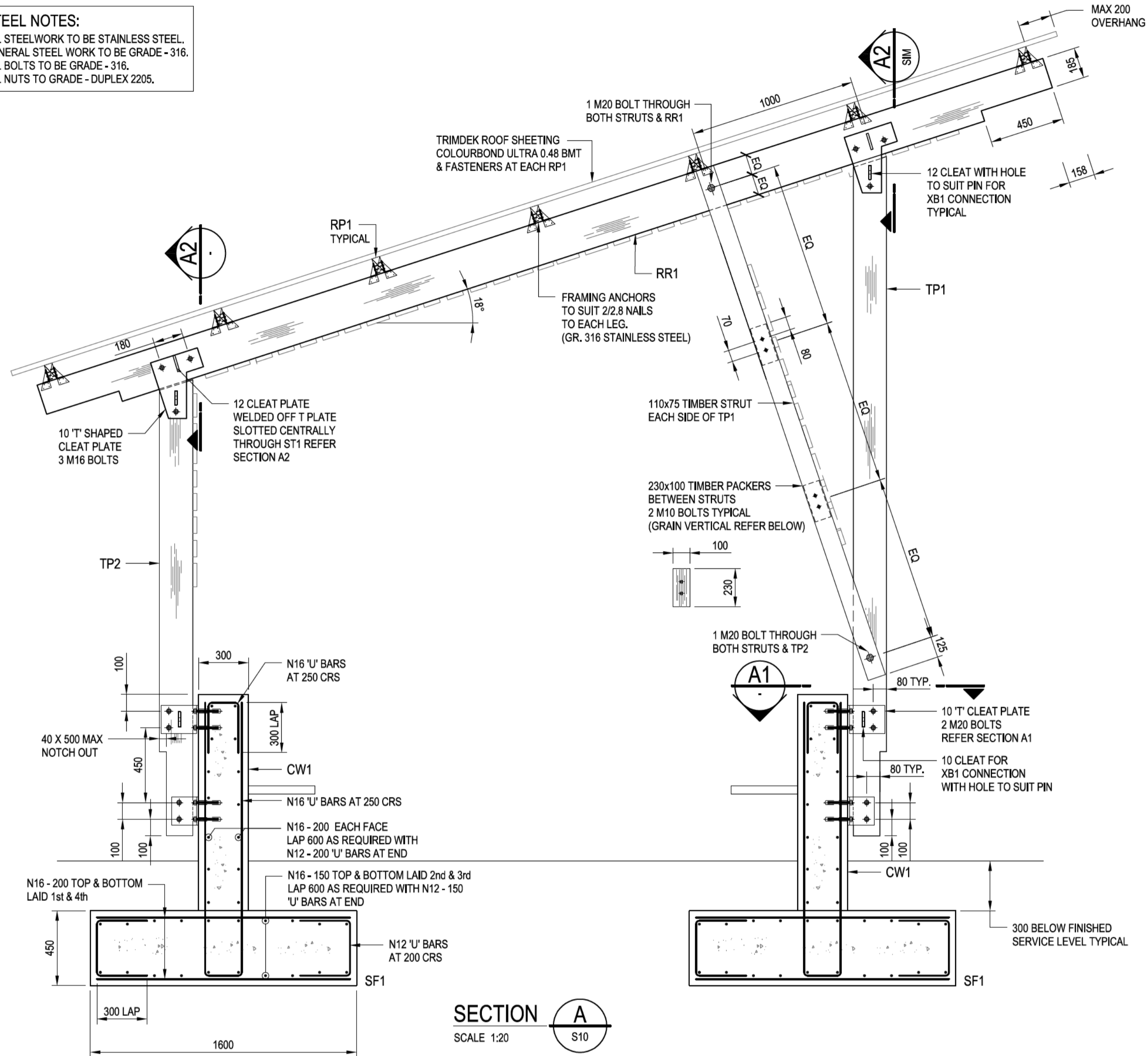
- T1 ALL TIMBER FRAMING TO BE MIN. H3 TREATED.
- T2 EXPOSED FRAMING
(EXPOSED FRAMING REFERS TO ALL TIMBER FRAMING THAT MAY BE SUBJECT TO PERIODIC WETTING)
 - ALL EXPOSED FRAMING TO BE EITHER H3 PRESSURE TREATED OR DURABILITY CLASS 2 (MINIMUM) SAWN TIMBER (U.N.O.).
 - FRAMING MEMBERS EXPOSED TO MOISTURE (JOISTS, BEARERS, ETC.) ARE TO BE MALTHOID CAPPED AND PENETRATING NAILS SHOULD BE CONSTRUCTED TO LIMIT MOISTURE PENETRATION ALONG NAIL SHANK.
 - MANUFACTURED TIMBER PRODUCTS, IF SPECIFIED, ARE TO BE MINIMUM H3 TREATED AND PROTECTED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATION (EG HYNE TECH DATA SHEETS 6 AND 8). USE A HIGH QUALITY EXTERIOR PAINT FINISH TO EXPOSED SURFACES.

STAINLESS STEEL

- S1 STAINLESS STEEL MATERIAL SHALL NOT BE STORED WITH CARBON STEEL.
- S2 TOOLS USED FOR CARBON STEEL SHALL NOT BE USED TO FABRICATE OR ASSEMBLE STAINLESS STEEL COMPONENTS. WORK AREAS FOR STAINLESS STEEL SHALL BE ISOLATED FROM THOSE WHERE CARBON STEEL IS PROCESSED TO AVOID CONTAMINATION BY DUST AND DEBRIS.
- S3 STAINLESS STEEL SHALL BE MARKED USING XYLENE FREE PENS ONLY.
- S4 STAINLESS STEEL SHALL NOT BE STORED IN CONTACT WITH TANTALISED WOODS.
- S5 THE STAINLESS STEEL SHALL BE WRAPPED OR OTHERWISE PROTECTED DURING TRANSPORT TO AVOID CONTAMINATION BY FERROUS PRODUCTS. IF A PLASTIC COATING IS USED ALL TRACES OF ADHESIVE SHALL BE REMOVED ON REMOVAL OF THE PLASTIC.
- S6 STAINLESS STEEL SHALL BE INSTALLED LAST WHERE POSSIBLE.
- S7 WELDING SHALL BE IN ACCORDANCE WITH AS1554.6
- S8 ALL WELDS SHALL BE 6 MM CONTINUOUS FILLET WELDS OR FULL PENETRATION BUTT WELDS. ALL FABRICATED SECTIONS SHALL BE FULLY WELDED AND ARE NOT TO EXHIBIT CREVICES.
- S9 LIMIT THE INPUT OF HEAT INTO THE WELD. THE WELD SHALL NOT BE PREHEATED, POST-HEATED OR STRESS RELIEVED.
- S10 GRADE 316L ELECTRODES SHALL BE USED FOR 316L AND AS/AWS2209 FOR DUPLEX.
- S11 WELDS SHALL BE CATEGORY 2B IN ACCORDANCE AS1554.6.
- S12 SURFACE FINISHES OF WELDS SHALL BE GRADE I, POLISHED USING 320 GRIT OR FINER, SILICON CARBIDE ABRASIVE WITH LUBRICATION. AFTER POLISHING, WELDS SHALL BE THEN PICKLED USING A 20 % TO 25 % NITRIC ACID SOLUTION TO THE GROUND/POLISHED AREA IN ACCORDANCE WITH ASTM A380 FOR AT LEAST 30 MINUTES AT 40°C TO 60°C.
- S13 ALL STAINLESS STEEL COMPONENTS SHALL HAVE A Ra < 0.7 m AND BE PASSIVATED USING A 20% TO 25% NITRIC ACID SOLUTION FOR AT LEAST 30 MINUTES AT 40°C TO 60°C IN ACCORDANCE WITH ASTM A380.
- S14 ALL EXPOSED EDGES SHALL BE RAISED 2.5mm.
- S15 ALL BOLTS SHALL BE GRADE 316 (UNS S31600) A4-70.
- S16 NUTS SHALL BE DUPLEX 2205 GRADE (UNS S31803).
- S17 WASHERS SHALL BE 316 (UNS S31600), ELECTROPOLISHED OR PASSIVATED IN A 20 % TO 25 % NITRIC ACID SOLUTION FOR AT LEAST 30 MINUTES AT 40°C TO 60°C IN ACCORDANCE WITH ASTM.A380.
- S18 NUTS AND BOLTS SHALL COMPLY WITH ISO 3506 IDENTIFICATIONS OR, IF NOT SO MARKED, SHALL BE PROVIDED WITH MILL OR NATA CERTIFIED TEST RESULTS CONFIRMING GRADE AND STRENGTH.
- S19 BOLTS SHALL HAVE ROLLED THREADS. THE NUTS AND WASHERS SHALL BE ELECTROPOLISHED OR PASSIVATED IN A 20% TO 25% NITRIC ACID SOLUTION FOR AT LEAST 30 MINUTES AT 40°C TO 60°C IN ACCORDANCE WITH ASTM.A380.
- S20 BOLTS SHALL BE TIGHTENED TO THE MANUFACTURER'S RECOMMENDED TORQUE USING A TORQUE WRENCH. NUTS SHALL BE LUBRICATED WITH A NICKEL BASED, ANTI-SEIZE LUBRICANT SUBJECT TO THE APPROVAL OF THE SUPERINTENDENT.
- S21 ALL STAINLESS STEEL SHALL BE GRADE 316 (UNS S31600) MORE CORROSION RESISTANT GRADES MAY BE SUBSTITUTED (SUCH AS DUPLEX 2205)

| | | | | | | | | | |
|--|-----|------------|--------------------|---------|---------|----------|----------------------|--------------------------|------------|
| <p>LEVEL 9, 269 WICKHAM STREET, PO BOX 612 FORTITUDE VALLEY QLD 4006 AUSTRALIA T 07 3251 8555 F 07 3251 8599</p> | REV | DATE | DESCRIPTION | DRAWN | DESIGN | APPROVED | PROJECT | DRAWING TITLE | SCALES |
| | 1 | 15.12.2010 | CONSTRUCTION ISSUE | | | - | BUS STOP SHELTER | STRUCTURAL DRAWING NOTES | |
| | | | | CHECKED | CHECKED | R.P.E.Q | LOCATION | ARCHITECT | JOB NO |
| | | | | | | - | CHRISTMAS ISLAND | | 2010.305.1 |
| | | | DATE | DATE | DATE | CLIENT | ASSOCIATE CONSULTANT | DRAWING NO | REVISION |
| | | | DEC 10 | DEC 10 | - | | | S00 | 1 |

STEEL NOTES:
 ALL STEELWORK TO BE STAINLESS STEEL.
 GENERAL STEEL WORK TO BE GRADE -316.
 ALL BOLTS TO BE GRADE -316.
 ALL NUTS TO GRADE -DUPLEX 2205.



BOLT MAINTENANCE NOTES:

1. ALL BOLTS & BRACING CABLE TO BE ROUTINELY TIGHTENED OVER FIRST 5 YEARS IN SERVICE.
2. TIGHTEN BOLTS EVERY 6 MONTHS FOR FIRST YEAR IN SERVICE.
3. TIGHTEN BOLTS ONCE EVERY YEAR OVER SUBSEQUENT 4 YEARS IN SERVICE.

TIMBER MAINTENANCE NOTES

1. REFER TO ARCHITECTURAL DRAWINGS FOR PROTECTION COATING SPECIFICATIONS.



| | | | | | | | | | |
|--|---------|------------|--------------------|--------|--------|----------|----------------------|---|---------------------------------|
| <p>LEVEL 9, 269 WICKHAM STREET, PO BOX 612 FORTITUDE VALLEY QLD 4006 AUSTRALIA T 07 3251 8555 F 07 3251 8599</p> | REV | DATE | DESCRIPTION | DRAWN | DESIGN | APPROVED | PROJECT | DRAWING TITLE | SCALES |
| | 1 | 15.12.2010 | CONSTRUCTION ISSUE | S 47F | S 47F | - | BUS STOP SHELTER | GROUND FLOOR G.A. & ROOF FRAMING SECTIONS AND DETAILS | 200mm 0 200 400 600 800 1:20 |
| | CHECKED | | | S 47F | S 47F | R.P.E.Q | LOCATION | ARCHITECT | JOB NO |
| | DATE | | | DEC 10 | DEC 10 | - | CHRISTMAS ISLAND | S 47F | 2010.305.1 |
| | | | | | | CLIENT | ASSOCIATE CONSULTANT | DRAWING NO | REVISION |
| | | | | | | | | S20 | 1 |



Australian Government

**Department of Infrastructure, Transport,
Regional Development, Communications and the Arts**

IMPORTANT NOTICE

TENDER NUMBER 10030158

**Flying Fish Cove Seawall Upgrade on
Christmas Island**

ADDENDUM No. 1

Questions and Answers

In accordance with RFO PR10030158, the Commonwealth of Australia as represented by the Department of Infrastructure, Transport, Regional Development, Communications and the Arts (the Department) provides the following information for your consideration when formulating your tender response:

- Attachment A – Responses to Tenderer Questions

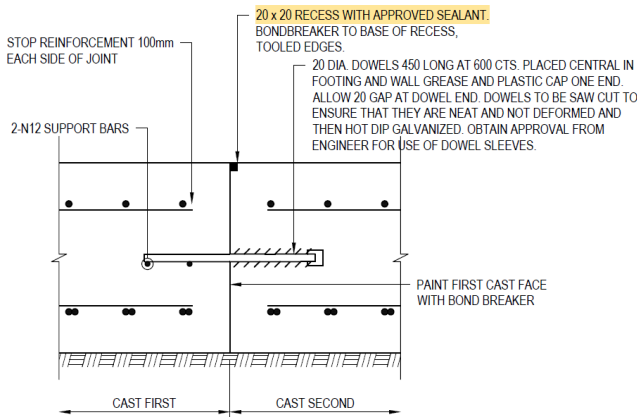
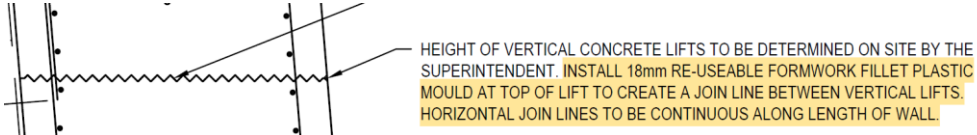
If you have any queries in relation to this addendum or the tender itself, please contact s 22(1)(a)(ii) [@infrastructure.gov.au](mailto:info@infrastructure.gov.au) and cc s 22(1)(a)(ii) [@infrastructure.gov.au](mailto:info@infrastructure.gov.au)

Attachment A

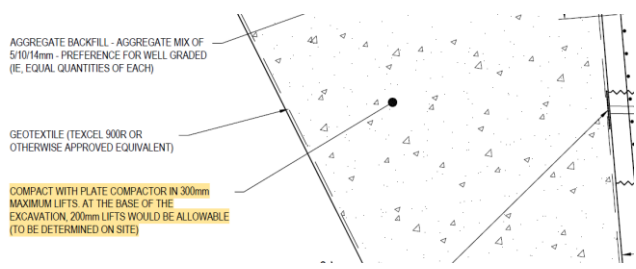
ADDENDUM No. 1 in relation to RFO No. 10030158

Questions and Formal Responses

| | |
|------------------|--|
| <p>Q1</p> | <p>Top soil – Approximately 1.2m³ of top soil is required per lineal metre for the final layer of backfill behind the wall. Is there any alternative for backfill material behind the wall?</p> <p>250mm - 300mm TOPSOIL. INSTALL JUTEMAT OR SIMILAR TO ASSIST WITH VEGETATION/ GRASS ESTABLISHMENT FOR SOIL STABILISATION.</p> <p>MIN. 50mm DIA. PVC WEEP HOLES - @ 2.4m MAX. CENTRES FOR SURFACE DRAINAGE</p> |
| <p>A1</p> | <p>Any soil fill is fine. Only 100mm to 150mm of "topsoil" (i.e. soil which will grow grass) is required.</p> |
| <p>Q2</p> | <p>Waste Disposal – What happens to any building rubble found when excavating? Based on the last rock wall construction, I-beams, large rocks and parts of cars were found. It is understood that the airport location for disposal of the rubble is to be confirmed. Will flights affect access to disposal location?</p> <p>Site Works:</p> <ul style="list-style-type: none"> • Sea wall and associated works to be constructed to the specifications and alignment laid out in Annex 2. • All Australian standards to be followed as set out Annex 2 – Civil notes and legend 12642495-GHD-00-05-DRG-CI-0002 • All civil waste including but not limited to old sea wall, excess spoil etc to be transported to Christmas island airport. Specific location to be confirmed following the execution of contract. • Deconstruct existing shelter to minimum extent required to enable sea wall construction. Reinstate shelter to suit new sea wall this works will only occur if section A is awarded |
| <p>A2</p> | <p>Items that are not earth or rocks and larger in dimension than 300mm to be removed from fill and placed into landfill. Timing of the deliveries to the airport will need to be co-ordinated to avoid flight times.</p> |
| <p>Q3</p> | <p>Rock Face – Limestone on island will be impossible to cut 100mm width with flat. Does it have to be local limestone or can it be imported granite rock for the stone cladding?</p> <p>SETOUT POINT FOR WALL CONSTRUCTION. R.L. AS DETERMINED ON SITE TO SUIT NATURAL SURFACE LEVELS AND TIE INTO EXISTING SEAWALLS.</p> <p>DECORATIVE GROUDED STONE FACING > 100mm</p> <p>MIN. 50mm DIA. PVC WEEP HOLES @ 2.4m MAX. CENTRES FOR SURFACE DRAINAGE</p> |

| | |
|-----------|---|
| <p>A3</p> | <p>Local stone is to be used, external finish is to match existing finish on 2021 completed section of wall. Supplier to provide sketch with the submission of proposed thickness if exceeding 100mm.</p> |
| <p>Q4</p> | <p>Tying Wire - It is stated that galvanized wire is to be used for tying reinforcement. Does this have to be galvanized, as black steel will be used for reinforcement?</p> <p>Concrete reinforcements</p> <ul style="list-style-type: none"> • N16 notched reinforcing bar to be used for all reinforcing. • Upright bars at 150mm centres with a minimum of 100mm cover (reo to be no closer than 100mm from exposed edges) • Upright bars to have a minimum overlap of 500mm on all joins. • Cross-bars to be set at 150mm centres. • All cross bars to have minimum 500mm overlap on all joins • All cross bars to be tied to uprights and tied at all joins with 1.6mm galvanized Tie Wire. |
| <p>A4</p> | <p>Non-galvanized wire is ok to be used for tying reinforcement.</p> |
| <p>Q5</p> | <p>Concrete Joint fill</p> <p>a) Please confirm what product is to be used for vertical concrete joint fill at expansion joint detail? Is Nitoseal SC600 an acceptable product?</p>  <p>b) There are no notes on any sealant on the horizontal lift at the face of the wall. Please confirm that a sealant is not required for this or can the same product be used for vertical expansion joints?</p>  |
| <p>A5</p> | <p>Our Materials Engineers advise that Nitoseal SC600 has to go onto a dry surface, as do most sealants. Fosroc, the manufacturer of Nitoseal SC600 have recently introduced a product called Nitoseal MS400, which can be applied to concrete up to SSD – i.e. damp but no water film which would appear to be a more suitable product. The supplier must ensure that any sealant is applied strictly in accordance with manufacturer’s instructions.</p> |

| | |
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| <p>Q6</p> | <p>Survey – Is a surveyor required to undertake initial set-out of each section or can this be discussed and confirmed on site with the superintendent on site, and then an as-con by a Surveyor?</p> <p><u>SURVEY NOTES</u></p> <ol style="list-style-type: none"> 1. SURVEY INFORMATION SUPPLIED BY LPD SURVEYS FROM SURVEY COMPLETED ON SITE DURING SEPTEMBER 2024. 2. COORDINATES ARE IN TERMS OF CHRISTMAS ISLAND GRID 2020 (CIG2020). 3. VERTICAL ELEVATIONS ARE IN TERMS OF CHRISTMAS ISLAND HEIGHT DATUM (CIHD). 4. CONTRACTOR TO PERFORM ALL SET OUT REQUIRED TO COMPLETE THE WORKS. 5. AN "AS CONSTRUCTED" SURVEY SHALL BE COMPLETED AND THE RESULTS MARKED-UP ON THE RELEVANT DRAWINGS BY THE CONTRACTORS NOMINATED LICENSED SURVEYOR. THIS SURVEY WORK SHALL BE CARRIED OUT AND DIRECTED BY THE CONTRACTOR. |
| <p>A6</p> | <p>A licenced surveyor must be used for the "as constructed" survey. The set out may be conducted by a non-licenced surveyor however the Supplier remains responsible for ensuring the set out complies with the Customer Issued drawings.</p> |
| <p>Q7</p> | <p>Bus Stop Shelter Deconstruction and Reinstatement - Proposed Sea wall appears to be aligned with the ocean face wall of the bus stop and approximately 40m³ of concrete was poured beneath the bus stop in the past. Retaining the ocean facing concrete wall of the bus stop will not be an option due to the space required for the works of existing wall removal and proposed wall construction including backfill. The whole bus stop will likely be removed for access of the area.</p> <p>a) How do we provide pricing in this section if there is concrete below? b) What sort of backfill is required within this area to confirm suitable foundation for the bus stop?</p> <p>Is there any construction drawings for any rebuilding of the walls required? Ie. reinforcement arrangement, footing details etc. to ensure the rebuild will be like for like.</p> |
| <p>A7</p> | <p>We may have to review the location of the bus shelter footings or the bus shelter itself to ensure the structure does not load the fill immediately behind the seawall.</p> <p>For the purposes of pricing please assume the ocean facing strip footing and wall of the bus shelter is required to be removed and then reconstructed for the installation of the sea wall. Allow for like for like replacement of the ocean facing wall and strip footing as per the original design details. Please itemise the time and cost allowed for the Deconstruction and Reinstatement of the bus stop in the submission.</p> <p>Reference Drawings: STRUCTURAL DRAWING NOTES –Drawing S00 Rev 1 GROUND FLOOR G.A. & ROOF FRAMING SECTIONS AND DETAILS – Drawing S20 Rev 1 PLAN – Drawing SD-2 Section – Drawing SD-4</p> |

| | |
|-------------------|--|
| <p>Q8</p> | <p>Concrete Testing - The tender document states concrete testing is required for each pour.</p> <p>a) Can you clarify each pour? Is this each lift of the section or each truck pour?</p> <p>b) Are N20 blinding concrete also to be tested?</p> <p>c) Concrete Test from Christmas Island can only achieve a 14 & 28 day test due to logistics to Perth. Is this acceptable? We will provide the results on a recent 40MPa pour.</p> <p>General Scope</p> <p>Supply:</p> <ul style="list-style-type: none"> Supplier to supply and freight all materials to complete the awarded separable portions to the design Specifications set out in Annex 2 drawing DRG-CI-00300. The Supplier must provide evidence of the concrete strength of N40 required as per drawing DRG-CI-00300, prior to commencement of works. (two sets of concrete samples will be taken from every pour throughout the project of which one will be sent for testing by the awarded contractor) <p>2. BLINDING CONCRETE IS DESIGNATED AS GRADE N20.</p> <p>9. SAMPLE CONCRETE FOR PROJECT ASSESSMENT CONCURRENTLY WITH EACH SAMPLE TAKEN FOR PRODUCTION ASSESSMENT AT PROJECT SITE. FOR EACH CONCRETE DESIGN MIX TAKE ONE SAMPLE FROM EACH 50 CUBIC METRES OF CONCRETE. EACH SAMPLE TO COMPRISE THREE CYLINDERS: TEST ONE AT 7 DAYS AND TWO AT 28 DAYS.</p> |
| <p>A8</p> | <p>Concrete is to be tested at a minimum of at least one test per 50m³ of concrete for N40 concrete rather than every pour. Compressive testing of blinding concrete is not required</p> <p>14 and 28 day test results are acceptable</p> |
| <p>Q9</p> | <p>Aggregate Compaction - Confirm the purpose of the compactor is to evenly spread the aggregate for controlled fill in layers and no compaction test to be done?</p>  <p>AGGREGATE BACKFILL - AGGREGATE MIX OF 5/10/14mm - PREFERENCE FOR WELL GRADED (IE, EQUAL QUANTITIES OF EACH)</p> <p>GEOTEXTILE (TEXCEL 900R OR OTHERWISE APPROVED EQUIVALENT)</p> <p>COMPACT WITH PLATE COMPACTOR IN 300mm MAXIMUM LIFTS. AT THE BASE OF THE EXCAVATION, 200mm LIFTS WOULD BE ALLOWABLE (TO BE DETERMINED ON SITE)</p> |
| <p>A9</p> | <p>The purpose of the compaction of the aggregate is to ensure there is minimal long term settlement of the backfill behind the wall. There are no formal compaction specifications for this material.</p> |
| <p>Q10</p> | <p>Floodgates - There are no specific material noted for flood gate. Should we nominate the same as what had been install on existing pipe (316 Stainless steel)?</p> |

| | |
|-------------------|--|
| | |
| <p>A10</p> | <p>316 stainless steel flood gates are acceptable</p> |
| <p>Q11</p> | <p>Coating to External Surfaces – Is Nitocote SN508 Crème for coating to exposed surfaces of the wall an acceptable product to be used?</p> <p>17. SILANE COATING OR OTHERWISE APPROVED EQUIVALENT SHALL BE APPLIED TO ALL EXTERNAL SURFACES.</p> |
| <p>A11</p> | <p>Yes</p> |

From: s 22(1)
To: s 22(1) @infrastructure.gov.au
Subject: Addenda Notice No.2 - ATM ID RFO PR10030158 - FFC Seawall Upgrade on Christmas Island [SEC=OFFICIAL]
Date: Thursday, 16 January 2025 12:15:01 PM
Attachments: [image002.png](#)
[Addendum 2 - RFO PR10030158 - FFC Seawall Upgrade on CI.pdf](#)
Importance: High

OFFICIAL

Dear All,

Please find attached Addendum No. 2 containing information for ATM ID: **RFO PR10030158 Flying Fish Cove Seawall Upgrade on Christmas Island.**

An addendum may be new or updated information that you must provide for in your response. It may adversely affect your response if you do not obtain and provide for addendum information.

This RFO closes at 3:00pm (Christmas Island local time) on Monday, 20 January 2025.

Questions relating to the RFO is no longer permitted and closed on 3:00pm (Christmas Island local time) Friday, 10 January.

Regards

Indian Ocean Territories Administration

IOT Administration • Indian Ocean Territories Branch • Territories Division

s 22(1)(a) @infrastructure.gov.au

PO Box 868 Christmas Island, WA 6798

Department of Infrastructure, Transport, Regional Development, Communications and the Arts

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infrastructure.gov.au



I acknowledge the traditional custodians of this land on which we meet, work and live.

I recognise and respect their continuing connection to the land, waters and communities.

I pay my respects to Elders past and present and to all Aboriginal and Torres Strait Islander people.

OFFICIAL



Australian Government

**Department of Infrastructure, Transport,
Regional Development, Communications and the Arts**

IMPORTANT NOTICE

TENDER NUMBER 10030158

**Flying Fish Cove Seawall Upgrade on
Christmas Island**

ADDENDUM No. 2

Questions and Answers

In accordance with RFO PR10030158, the Commonwealth of Australia as represented by the Department of Infrastructure, Transport, Regional Development, Communications and the Arts (the Department) provides the following information for your consideration when formulating your tender response:

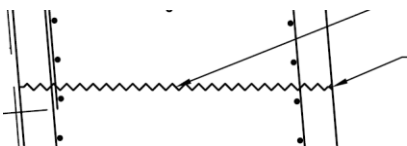
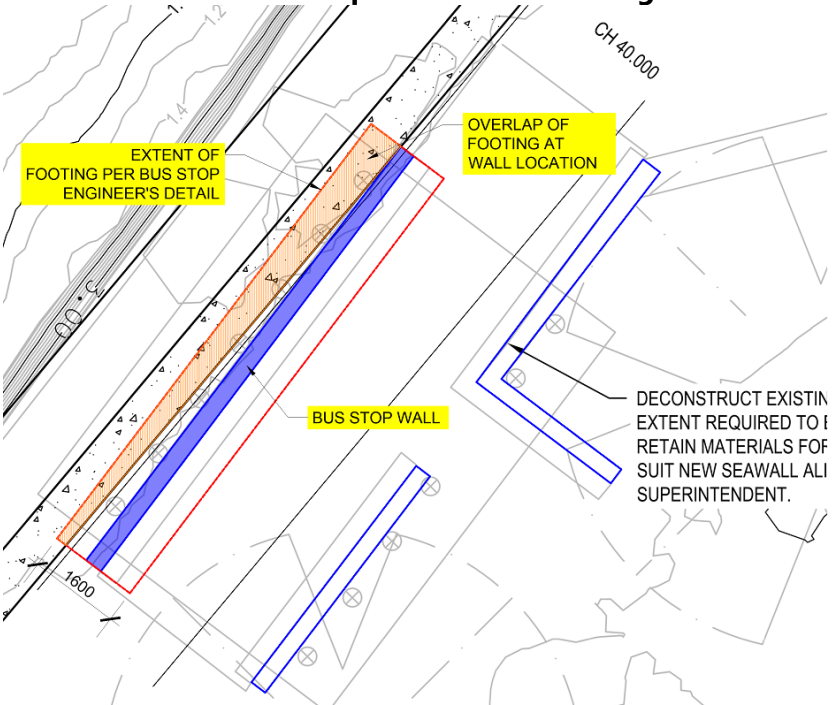
- Attachment A – Responses to Tenderer Questions

If you have any queries in relation to this addendum or the tender itself, please contact s 22(1)(a)(ii) [@infrastructure.gov.au](mailto:info@infrastructure.gov.au) and cc s 22(1)(a)(ii) [@infrastructure.gov.au](mailto:info@infrastructure.gov.au)

Attachment A

ADDENDUM No. 2 in relation to RFO No. 10030158

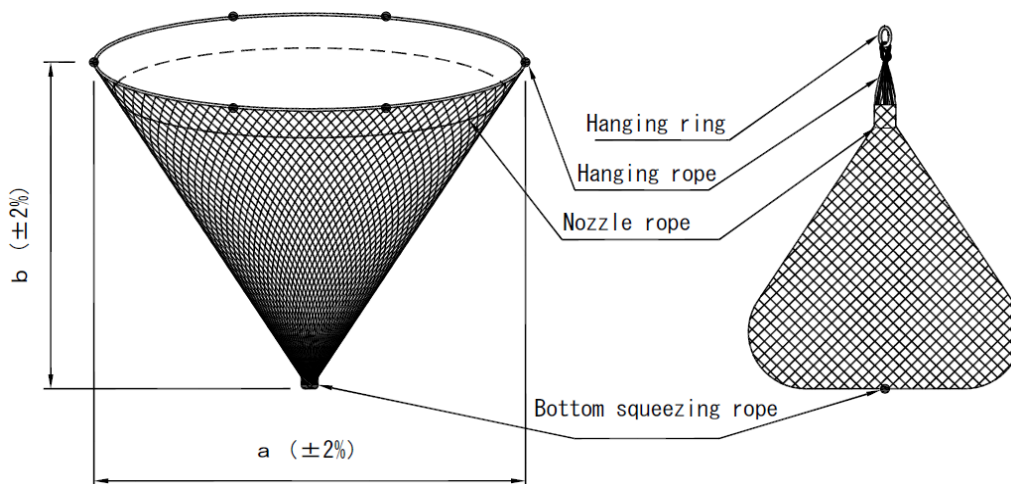
Questions and Formal Responses

| | |
|------------------|--|
| <p>Q1</p> | <p>Concrete Joint fill</p> <p>a) Confirmation was not received on the detail below as per our previous Q5b.</p> <p>There are no notes on any sealant on the horizontal lift at the face of the wall. Confirm that a sealant is not required for this, or use the same product for vertical expansion joints?</p>  <p>HEIGHT OF VERTICAL CONCRETE LIFTS TO BE DETERMINED ON SITE BY THE SUPERINTENDENT. INSTALL 18mm RE-USEABLE FORMWORK FILLET PLASTIC MOULD AT TOP OF LIFT TO CREATE A JOIN LINE BETWEEN VERTICAL LIFTS. HORIZONTAL JOIN LINES TO BE CONTINUOUS ALONG LENGTH OF WALL.</p> |
| <p>A1</p> | <p>No sealant is expected to be required if the joints are well constructed. If poorly constructed (i.e. they contain voids at the joint), then the voids and the joints should be sealed with the sealant adopted for the vertical joints.</p> |
| <p>Q2</p> | <p>Bus Stop Shelter Deconstruction and Reinstatement – The provided engineer’s detail shows a 1600mm wide footing as per Section A on drawing S20-1. This appears to overlap at the proposed wall location. Please confirm if the proposed footing will be redesigned by GHD, or do tenderers need to provide a structural engineer’s cost to redesign a footing to allow the clearance required for the wall alignment?</p>  <p>EXTENT OF FOOTING PER BUS STOP ENGINEER'S DETAIL</p> <p>OVERLAP OF FOOTING AT WALL LOCATION</p> <p>BUS STOP WALL</p> <p>DECONSTRUCT EXISTING EXTENT REQUIRED TO RETAIN MATERIALS FOR SUIT NEW SEAWALL ALL SUPERINTENDENT.</p> <p>CH 40.000</p> <p>1600</p> |

| | |
|-----------|---|
| | <p>SECTION A SCALE 1:20</p> |
| <p>A2</p> | <p>For purpose of pricing, assume reconstruction to original detail. Please detail in bid the sum included for this purpose.</p> |
| <p>Q3</p> | <p>As it is impossible to import topsoil to the island, will the reuse of existing excavated soil from the site be permitted to be reinstated once this has been screened?</p> |
| <p>A3</p> | <p>Yes</p> |

Material Specification Sheet Filter Unit Eco-Green 4t (2W Raschel Net Ver.)

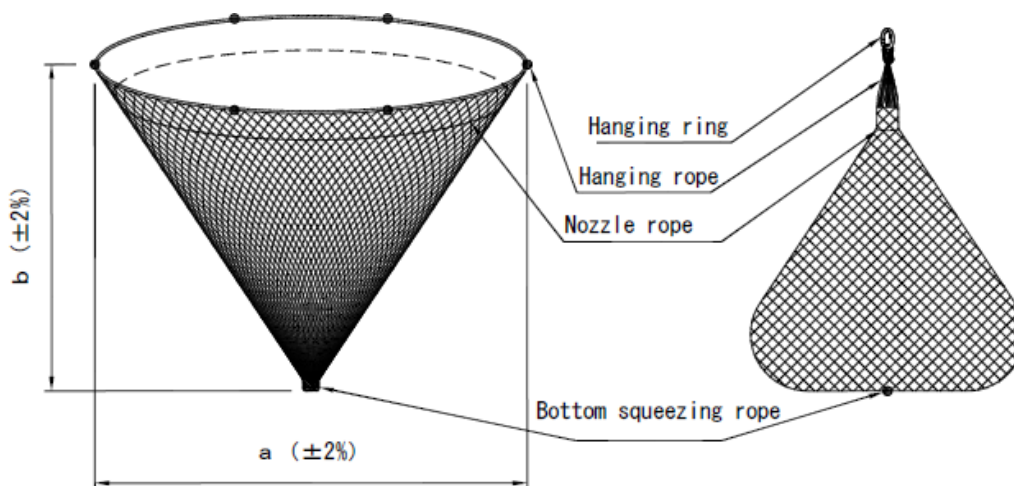
| | | Filter Unit 4t 2W Type |
|-------------------------|-----------------------|--|
| Specification | standard | 3700mm (±2%) × 3200mm (±2%) |
| | Form | Bag (single) reticulation |
| | Net Type | Reproduced Polyester 2W Raschel net (Moss green dope dyed) |
| | Net composition | 1,670dtex X 33 × 2W |
| | Net mesh size | 50mm |
| | Mouth Binding rope | Reproduced Polyester φ 6mm (Moss green dope dyed) |
| | Assistance rope | — |
| | Bottom squeezing rope | Reproduced Polyester φ 9mm (Moss green dope dyed) |
| | Hanging rope | Reproduced Polyester φ 12mm (Moss green dope dyed) |
| | Hanging ring | Thickness of the ring 26mm. Inside diameter φ 100mm. Punched ring (carbon steel material) |
| Characteristic strength | Net | Tensile strength: More than 2600N/thread Elongation: More than 30% & less than 60% Test method: In accordance with JIS A 8960. (Safety standard of safety net structure etc. Scaffolding and Constructions Equipment association of Japan.) |
| | Mouth Binding rope | Reproduced Polyester φ 6mm Tensile strength: more than 5.5kN Elongation: less than 40% |
| | Assistance rope | — |
| | Bottom squeezing rope | Reproduced Polyester φ 9mm Tensile strength: more than 11.7kN Elongation: less than 40% |
| | Hanging rope | Reproduced Polyester φ 12mm Tensile strength: more than 22.0kN Elongation: less than 40% |
| Method | Fill material | A cobble stone, a crushed stone, and a concrete mass (About 75-200mm), etc. |
| | Capacity | About 2.5 cubic meter |
| | Weight | About 3.8t~4.2t |



KYOWA CO.,LTD

Material Specification Sheet Filter Unit Eco-Green 8t (2W Raschel Net Ver.)

| | | type Eco Green 8ton (2W Raschel Net Ver.) |
|-------------------------|-----------------------|--|
| Specification | standard | 4700mm (±2%) × 3600mm (±2%) |
| | Form | Bag (single) reticulation |
| | Net Type | Reproduced Polyester 2W Raschel net (Moss green dope dyed) |
| | Net composition | 1,670dtex X 57 × 2W |
| | Net mesh size | 50mm |
| | Nozzie rope | Reproduced Polyester φ 6mm (Moss green dope dyed) |
| | Assistance rope | — |
| | Bottom squeezing rope | Reproduced Polyester φ 12mm (Moss green dope dyed) |
| | Hanging rope | Reproduced Polyester φ 18mm (Moss green dope dyed) |
| | Hanging ring | Thickness of the ring 38mm. Inside diameter φ 150mm. Punched ring (carbon steel material) |
| Characteristic strength | Net | Tensile strength: More than 4000N/thread Elongation: More than 30% & less than 60% Test method: In accordance with JIS A 8960. (Safety standard of safety net structure etc. Scaffolding and Constructions Equipment association of Japan.) |
| | Nozzie rope | Reproduced Polyester φ 6mm Tensile strength: more than 5.5kN Elongation: less than 40% |
| | Assistance rope | — |
| | Bottom squeezing rope | Reproduced Polyester φ 12mm Tensile strength: more than 22kN Elongation: less than 40% |
| | Hanging rope | Reproduced Polyester φ 18mm Tensile strength: more than 56.8kN Elongation: less than 40% |
| Method | Fill material | A cobble stone, a crushed stone, and a concrete mass (About 75-200mm), etc. |
| | Capacity | About 5.0 cubic meter |
| | Weight | About 7.6t~8.4t |



KYOWA CO.,LTD



Australian Government
 Department of Infrastructure, Transport,
 Regional Development, Communications and the Arts



FINANCE

Evaluation Report and Approval

| | | | |
|--------------------|------------------------------------|---------|------------|
| Date: | 28 March 2025 | Ref No: | PR10030158 |
| Procurement Title: | Flying Fish Cove Sea Wall Upgrades | | |

RECOMMENDATIONS

That you:

- AGREE** the outcome and recommendation identified in the Evaluation Report (**Attachment A**) in relation to the Flying Fish Cove Sea Wall Upgrades (PR10030158) **do not** represent value for money and is deemed a failed procurement.
- NOTE** that the procurement team had been consulted in relation to the available procurement options and correct procurement processes to progress further.

| | | | |
|--------------------|--|--------------------------------------|---------|
| Delegate Approval | | s 22(1)(a)(ii) | |
| Name | Adam Stankevicius | | |
| Delegate Signature | | | |
| Position | Assistant Secretary, IOT Branch | Date | 15/5/25 |
| Approval | Recommendation 1 | Agreed / Not Agreed / Please Discuss | |
| Comments | | | |
| Contact: | Name: s 22(1)(a)(ii) | | |
| | Position: Senior Project Officer | | |
| | Phone: s 22(1)(a)(ii) | | |
| | Email: s 22(1)(a)(ii) @infrastructure.gov.au | | |

Legislative assessment and authority:

| | |
|--|---|
| Appropriate to approve as a proper use of relevant monies? | No. This procurement proposal does not represents a proper use of relevant money, in accordance with the purposes of the PGPA Act. 'Proper' is defined as efficient, effective, economical and ethical. Decisions to commit relevant money and to enter into arrangements are subject to the requirements of the PGPA Act. A commitment proposal should only be approved if the approver is satisfied (amongst other things) that the proposed commitment represents value for money and the arrangement promotes the proper use and management of public resources (which includes relevant money). |
| Indemnities, Warranties and Guarantees? | Not applicable. |
| Contingent Liabilities? | Not applicable. |
| Delegations authority available? | The <i>Accountable Authority Delegations (No. 3) 2025</i> provides you, as an SES Band 1, authority to approve commitments of relevant monies up to funds available to the Indian Ocean Territories Branch. |

Procurement Approval Request:

| | |
|--|--|
| A Procurement Approval Request was signed by Adam Stankevicius, Assistant Secretary, IOT Branch on 20 September 2024, agreeing to allocate \$4.8 million (GST incl.) for the required services for the period 14 October 2024 to 30 June 2026. | |
| The Department utilised the below procurement methodology for approaching the market: | |
| <input type="checkbox"/> Open tender | |
| <input type="checkbox"/> Limited tender | Exemption: Choose an item. please select either an EXEMPTION or a |
| | Condition : Choose an item. CONDITION from the dropdown list |
| <input checked="" type="checkbox"/> Panel | RFT20000731 Provision of Property Maintenance and Construction Services SON3681971 |

Budget and funding appropriation:

| | |
|-----------------------------------|--|
| Confirmation of available funds: | The Department confirmed that up to \$4.8 million (GST incl.) is available via the 2024-25 and 2025-26 approved capital budget for the Flying Fish Cove Seawall (Project ID CI147) under: Cost Centre: 40467 GL: 57988 IO: 605749 |
| Forward Commitment Authorisation? | Not applicable. |
| Proposed contract period: | Not applicable. |

Risk, Probity and Value for Money

| | |
|------------------|---|
| Risk Assessment: | A detailed risk assessment has not been undertaken as the recommendations of the Tender Evaluation Committee does not support the entering into a contract. |
|------------------|---|

Other:

| | |
|---|-----------------|
| Reporting: <i>[note: the AusTender title should be clear, concise and not exceed 4-5 words (ie. approx 40 characters – with spaces)]</i> | Not applicable. |
|---|-----------------|

Attachment A

Response Evaluation Team (RET) endorsement of this Evaluation Report

| RET Member | Signature |
|----------------|-----------|
| s 22(1)(a)(ii) | |

Note: Where physical signatures do not appear in the above tables, approvals have been received via email from each person and printed copies of these emails are provided at [Attachment A.1](#).

From: s 47F
To: s 22(1)
Cc: s 22(1)(a)
Subject: RE: Email: Purchase Order #242504373 [SEC=OFFICIAL]
Date: Thursday, 29 May 2025 2:10:14 PM
Attachments: [image001.png](#)
[image002.png](#)
[0670-C-001 \(A\) C002 \(1\).pdf](#)
[0670-C-001 \(A\) C001 \(1\).pdf](#)
[Bluemont-rock-bags.pdf](#)

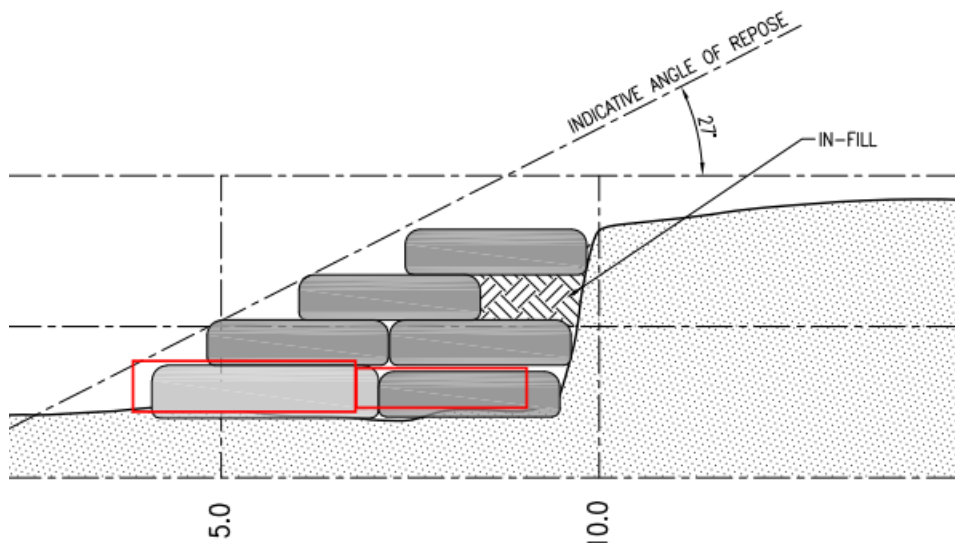
Hi all,

Please find attached some first pass drawings

With the limited number of bags it is actually somewhat difficult to achieve 27 degrees on each potential wave angle. Antony has drawn up the layer plan drawing which is a bit messy but should be good for the initial trial. I assume these would need to be relocated if the rock bags are extended

From calculations based on a 10 year cyclonic wave height of 4.3m, the 4T bags are heavy enough (8T are the most stable), however the bulk density is something to consider. On Page 7/7 the specific gravity required is 2.6-2.65 which is equivalent to very dense limestone or igneous rock if that is available. Also notable on this page Ryan, is the bag dimensions are a fair bit smaller than your table from before. I've used these smaller dimensions as this results in a bulk density of 1.47-1.62 tonnes/m³, whereas with the original it drops to 0.42-0.3 tonnes/m³ which would be buoyant in water... The specific gravity realistically should not be critical as long as the bulk density is met

With the bag shapes and levels needed, I believe the bottom level and 2nd level from the top will need some localised infill which will hopefully be sealed



Regards,

s 47F

Structural Engineering Director
WA Structural Consulting Engineers Pty Ltd

Ms 47F

s @wastructural.com.au

W: www.wastructural.com.au

From: s 22(1)(a)(ii) @infrastructure.gov.au>

Sent: Thursday, 22 May 2025 3:16 PM

To: s @wastructural.com.au

Cc: s 22(1)(a)(ii) @infrastructure.gov.au>; s 22(1)(a)(ii)

@infrastructure.gov.au>

Subject: Email: Purchase Order #242504373 [SEC=OFFICIAL]

OFFICIAL

Hi s ,

Please see attached PO.

Any queries please let me know

Regards

-

s 22(1)(a)

Building And Works Supervisor • Operations • IOTA

Email: s 22(1) @infrastructure.gov.au

P s 22(1)(a)(ii) Ms 22(1)(a)(ii)

PO Box 868, Christmas Island 6798

Department of Infrastructure, Transport, Regional Development, Communications and the Arts

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infrastructure.gov.au



I acknowledge the traditional custodians of this land on which we meet, work and live.

I recognise and respect their continuing connection to the land, waters and communities.

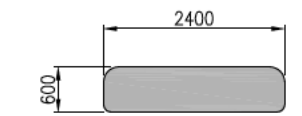
I pay my respects to Elders past and present and to all Aboriginal and Torres Strait Islander people.

OFFICIAL

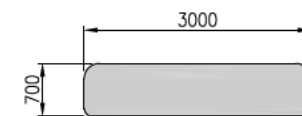
Disclaimer

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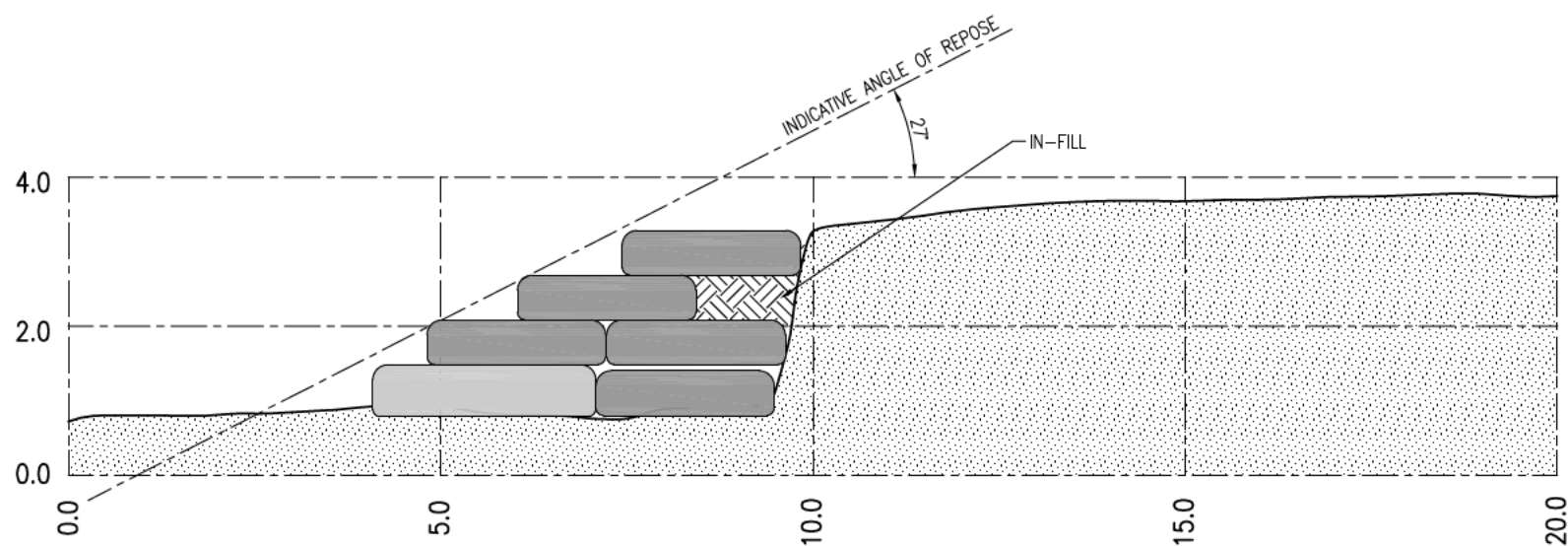
LEGEND



15x 4T ROCK BAGS



4x 8T ROCK BAGS



SECTION A
1:100

| | | | | |
|-----|----------|---------------------|-------|-----|
| No. | DATE | REVISION | BY | ENG |
| A | 27.05.25 | ISSUED FOR APPROVAL | s 47F | - |

REVISIONS

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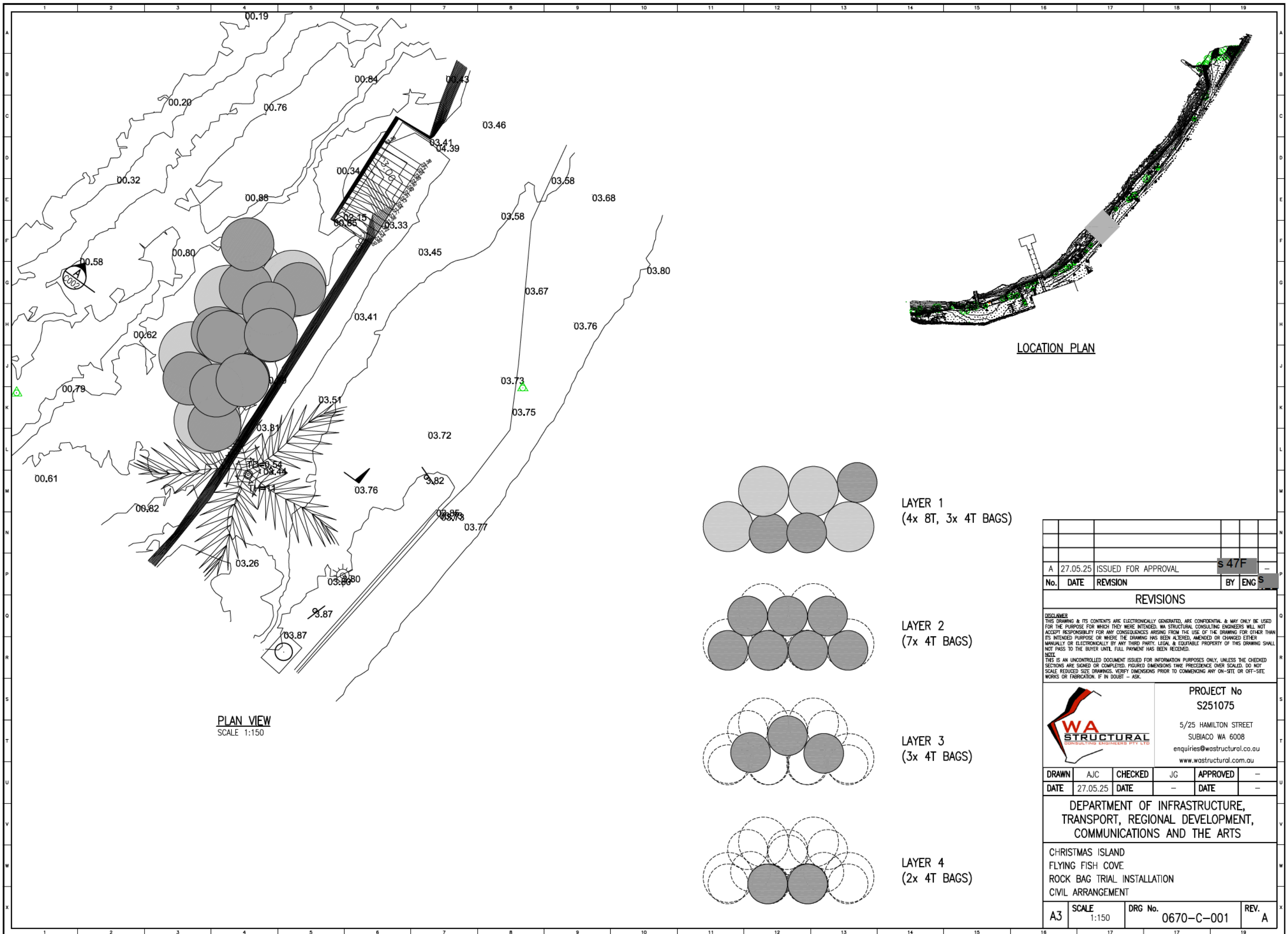
| | | |
|--|--|--|
| | PROJECT No | |
| | S251075 | |
| | 5/25 HAMILTON STREET SUBIACO WA 6008 enquiries@wostructural.co.au www.wostructural.com.au | |
| | DRAWN s 47F | |

| | | | |
|---------|----------|----------|---|
| CHECKED | s 47F | APPROVED | - |
| DATE | 27.05.25 | DATE | - |

DEPARTMENT OF INFRASTRUCTURE,
TRANSPORT, REGIONAL DEVELOPMENT,
COMMUNICATIONS AND THE ARTS

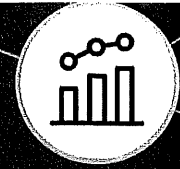
CHRISTMAS ISLAND
FLYING FISH COVE
ROCK BAG TRIAL INSTALLATION
SECTIONAL VIEW

| | | | |
|----|----------------|-----------------------|-----------|
| A3 | SCALE 1:100 | DRG No. 0670-C-002 | REV. A |
|----|----------------|-----------------------|-----------|





Australian Government
Department of Infrastructure, Transport,
Regional Development, Communications and the Arts



FINANCE

| | | | |
|---------------------------|---|----------------|--|
| Date: | 11/06/2025 | Ref No: | |
| Procurement Title: | Crane hire for Seawall rock bag project | | |

Purpose:

Please insert reason for undertaking the procurement

The Commonwealth, as represented by the Department of Infrastructure, Transport, Regional Development, Communications and Arts (the Department), is seeking to undertake an Approach to Market (ATM) process to procure crane hire to ensure the safe installation of 4-7 tonne rock bags, as part of a Seawall repair trial in Flying Fish Cove, Christmas Island.

The reason that these works are required is due to a tropical low event in early 2025, that significantly damaged the seawall that acts as barrier protection for commonwealth and private infrastructure including roads and housing. The seawall has collapsed in the area that the works are taking place, creating significant safety concerns due to its instability and leaving it vulnerable to further dissipating in the event of future abnormal weather events.

A major seawall restoration project went to tender, however this process failed. It is crucial that action is taken to mitigate further damage in the event of another major weather event, and to also to mitigate public safety risks.

The crane is required for 2-3 days, to install rock bags into position to repair this area of seawall. A secondary crane will also be hired to lift rock bags from the quarry site that the rock bags are being stored on, onto the truck that will be delivering the resources to Flying Fish Cove.

If this project is deemed successful it is possible to expand the project and extend to other impacted areas of the seawall.

Procurement Outcome: Step 1 Identify the Requirement

Why do we need the goods and/or services? What are the consequences of not proceeding? Include a detailed description of the goods and/or services to be provided as a result of the procurement. Include such considerations as:

- *Have a wide range of options been explored? i.e. leasing rather than buying? Permanent/non ongoing staff rather than contractors? Have innovative approaches been considered and/or collaboration with others? If not, why not?*

The Department intends to engage the successful Service Provider to undertake: **insert objectives/outcomes that procurement will need to deliver**

- Crane hire for transferring 4-7 tonne rock bags from truck to seawall project
- Crane hire for transferring 4-7 tonne rock bags from site to truck, for delivery to Flying Fish Cove

Is this procurement a consultancy? Yes Choose an item. **If yes, select reason**
 No

Is this a High Risk, High Value procurement? Yes Choose an item. **If yes, select reason**
(HRHV procurements will require Ops Committee endorsement prior to exercising s23.3 approval)
 No Not HR HV

Market Research: Step 1 Identify the Requirement

Market research assists the officer in understanding how a specific market works, competition within the market, recent developments, supply issues and innovation opportunities, and identifying the potential suppliers and being aware of their capabilities. A thorough understanding of the market will result in a better procurement outcome. In this section please state the market research that was conducted for the procurement, including the sources of this research.

In researching this requirement, the Department considered: **insert market research undertaken, as appropriate**

- a. CI Engineering and Maintenance is the only company with the equipment, expertise and personnel available to complete the scope of works successfully

Existing Arrangements: Step 2 Selecting a Market Approach **Please select ONLY ONE of the below options**

Officers should consider whether there are any existing arrangements in place for the specified goods and/or services. Used in appropriate situations, existing arrangements can create greater efficiency in terms of cost and time savings.

Are there existing arrangements in place with a supplier? Yes No

If yes, what are those arrangements (eg. piggyback arrangement)

Funding Appropriation: Step 2 Selecting a Market Approach

The estimated value of the goods and/or services being procured should include:

- the maximum anticipated value of a contract, including all options, extensions, renewals or other mechanisms
- any taxes or charges (including GST)

Appropriation Available

(do you have budget?)

confirm that the Branch/Division has funds available for this engagement and, if approved, where the funding will be sourced from

Pre-tender estimate value is \$45,000 GST incl.

There is available funding for this engagement and, if approved, the funding will be sourced from CC 40225, GL 57315 and IO 415762

There is no available funding for this engagement. If approved, funds will need to be sourced from _____ **insert explanation**

Has the funding availability & cost centre been confirmed? Yes ~~Billy Ong~~ Corporate Services Business Manager
 No _____

Procurement Approach: Step 2 Selecting a Market Approach **Please select ONLY ONE of the below options**

State the procurement method used and the reason for using this method, including:

- if limited tender, state the CPR exemption OR condition (only one option, not both)
- if panel arrangement, include the Panel Standing Offer Number (SON) and/or panel title (note: expired panels cannot be used)

Methodology

Open tender

Limited tender

Mandatory Panel

Other Panel

Exemption: Choose an item. **please use dropdowns**

Condition : 10.3.d.iii Can only be procured by specific supplier/s with specific technical capabilities

Select Panel: Choose an item. **please use dropdowns**

SON & Panel Name

Please select either an exemption or condition, only if using limited tender

Explanation of selected Methodology

This is a limited tender, single source due to CI Engineering and Maintenance being the only company available with the required equipment and resources to complete this work. Through this procurement we will not be using the CCS approach to market documentation, and instead only sourcing a quote.

Suppliers Proposed (if Limited Tender or Panel)

insert supplier name/s and reason for approaching

Supplier Name

CI Engineering and Maintenance

Reason for Approaching

The only local crane hire operators, with the expertise and equipment to complete works

Applicable Procurement Policies: Procurement Connected Policies/Legislation *Considering the estimated procurement value, tick the applicable procurement policies (noting these will then need to be included in your ATM documents)*

- | | |
|--|--|
| <input checked="" type="checkbox"/> Indigenous Procurement Policy | <input type="checkbox"/> Modern Slavery |
| <input checked="" type="checkbox"/> Workplace Gender Equality | <input type="checkbox"/> Building Code 2016 |
| <input checked="" type="checkbox"/> Payment Times Connected Policy | <input type="checkbox"/> Black Economy |
| <input checked="" type="checkbox"/> Sustainable Procurement | <input type="checkbox"/> Australian Industry Participation |

Value for Money Assessment (why should this procurement be undertaken)

Outline why this procurement should be conducted, what other options we have considered (ie. undertaking the works in-house) and how this procurement represents value for money, in accordance with the Commonwealth Procurement Rules.

Information in this section should consider:

- Public Governance, Performance and Accountability Act 2013 (PGPA Act)
- Commonwealth Procurement Rules (specifically clauses 4.1 to 4.6 of the CPRs)
 - CI Engineering and Maintenance have all resources available to utilise in an efficient, effective, economical and ethical manner, therefore works can proceed in a timely manner and prevent any further damage and safety and/or environmental concerns that may occur in the event of another weather event/natural disaster etc.
 - Deliverable activities are of comparative low risk to the Commonwealth
 - Prevent further erosion of the Flying Fish Cove foreshore and the risk of encroaching into the adjacent road and residential areas

Probity and Risk

Document any possible risks or probity issues relevant to the procurement or contract phase and how those risks will be addressed. Information in this section should consider:

- Accountable Authority Instruction - Probity
- Accountable Authority Instruction – Risk Management
- The Commonwealth Risk Management Policy
- High Risk High Value Policy and Guidelines

Probity concerns identified

insert any areas of probity concern and include proposed mitigation

All documentation secured
 Submissions/quotes only released to staff with need to know
 Conflicts of interest declarations signed by panel members.

Probity Advisor Engaged Yes External Probity Advisor _____ [name]
(an External Advisor is required for all HRHV procurements) No Internal Probity Advisor _____ [name]
 N/A _____ [if no, why]
 (for non-HRHV procurements, delegates can nominate internal or external probity advisors at their discretion)

Probity Plan in Place (High Risk & Open Tender) Yes
(a separate Probity Plan is required for all HRHV procurements) No _____ [if no, why]
(All other procurements must either include probity considerations above or have a separate Plan) N/A (Not HR HV)

Risk Assessment Completed and Risk Plan in Place Yes
(a separate Risk Plan is required for all procurements valued over \$1 million and all HRHV procurements. All other procurements must identify risks below) No _____ [if no, why]

Areas of risk identified insert any areas of risk and include proposed mitigation
 (include mitigations)

Risk – Timeframes and costs are not met.

Mitigation – Completed market research with the outcome of:

CI Engineering and Maintenance can complete the required works in a suitable timeframe, with available personnel and equipment on-island and readily available

Final Risk Rating (post controls) Severe Medium
(risk ratings need to be added into myWorkplace) High Low

Conflicts of Interest Conflicts of Interest Declarations obtained for involved staff
 Conflicts of Interest Declarations obtained for proposed supplier(s)
insert details of any conflicts identified and include proposed mitigation
 NIL

Proposed Contract Period and Timeframes:
In this section state the expected time-line of the procurement, including everything in the procurement from the planning phase all the way through to contract expiration and evaluation.

Proposed Contract Period Start: 19-Jun-25 insert start date End: 30-Jun-25 insert end date
Proposed Options to Extend _____ insert extension options

Procurement Timeframe
 Spending approval by 12/06/2025
 Contract execution by 15/06/2025
 Procurement expected to be finalised by 30/06/2025

Consultation

Information in this section should consider:

- [Accountable Authority Instruction - Procurement](#)
- [Accountable Authority Instruction - Legal Services](#)
- [Accountable Authority Instruction - Probtly](#)

Please note areas which have been or are being consulted about this particular issue and attach any relevant advice.

- | | |
|--|--|
| <input type="checkbox"/> Corporate Procurement | <input type="checkbox"/> Probtly and Risk Team |
| <input type="checkbox"/> Legal Services Division | <input type="checkbox"/> Probtly Advisor Choose an Item. please use dropdown |
| <input type="checkbox"/> Internal Budgets and FBP Team | <input type="checkbox"/> Other _____ |
-
-

Approval to Approach Market

| | | | |
|--------------------|------------------------------|--|---------|
| Delegate Name | s 22(1)(a)(ii) | | |
| Delegate Signature | [Redacted] | | |
| Position | Senior Operations Manager | Date | 11/8/25 |
| Approval | Agreed* / Not Agreed | The Delegate is satisfied that this proposal is consistent with the <i>Public Governance, Performance and Accountability Act 2013</i> (PGPA Act) and the <i>Commonwealth Procurement Rules</i> . | |
| | Approved / Not Approved | The Delegate approves an allocation of up to \$45,000.00 GST incl to this procurement, for the period from 15/6/2025-30/06/2025 | |
| | Agreed / Not Agreed | The Delegate is satisfied the proposed procurement represents value for money. | |
| | Agreed / Not Agreed | The Delegate agrees that the post controls non-financial risk rating for this procurement is assessed as LOW please use dropdown | |
| | Agreed / Not Agreed | The Delegate approves releasing the procurement to market in accordance with this proposal. | |
| | Noted | The Delegate notes that, following endorsement, approval will also be required via myWorkplace (SAP) | |
| | Procurement Officer Contact: | Name: s 22(1)(a)(ii) Position: Senior Projects Officer Phone: s 22(1)(a)(ii) Email: s 22(1)(a)(ii)@infrastructure.gov.au | |

Attachments Checklist

Y/N/NA

Approach to Market including Scope of Services

Evaluation Plan

Risk Plan (if required)

Probity Plan (if required)

Others (as needed)

Please note:

All procurements require an Approach to Market request and an Evaluation Plan. However, the format and content of these documents will depend on the complexity, risk and value of your procurement.

A **separate** Risk and/or Probity Plan is required in the following situations:

- **RISK:** If the procurement is valued at or above \$1.0 million **or** considered high risk
- **PROBITY:** if the procurement is designated as High Risk High Value (ie. valued at or above \$5 million and/or considered at or above 'high' risk (post controls))



Australian Government
 Department of Infrastructure, Transport,
 Regional Development, Communications, Sport and the Arts

Purchase Order No 43711

17/06/2025

| | | |
|--------------------------|--|----------|
| To | Phosphate Resources Limited (vendor#417220) | Contact: |
| PO Box 104 | Phone | Phone |
| Christmas Island WA 6798 | Phone | Fax |
| ABN 77 009 396 543 | | |

| | | |
|--------------------------|--|---|
| From | DITRDCSA - Indian Ocean Territories Administr | Contact: |
| PO Box 868 | Phone s 22(1)(a)(ii) | s 22(1)(a)(ii) |
| Christmas Island WA 6798 | s 22(1)(a)(ii) @infrastructure.gov.au | @infrastructure.gov.au; @xch.regional.gov.au |
| ABN 86 267 354 017 | | |

Quote No: 43711

| Asset Number | Asset Description | W/O No. |
|-----------------|--------------------------|---------|
| Kampong Seawall | Flying Fish Cove Seawall | 43711 |

The Supplier agrees to provide the Supplies to the Commonwealth and the Commonwealth agrees to purchase the Supplies in accordance with the Commonwealth Purchase Order Terms
<https://www.finance.gov.au/sites/default/files/2024-06/Commonwealth-Purchase-Order-Terms-1-July-2024.pdf>
 - The Department has identified the presence of various asbestos-containing materials throughout many of the buildings under its control on Christmas Island and the Cocos (Keeling) Islands. Any contractor required to perform an activity that may result in the disturbance of known or suspected asbestos-containing materials must first review the most recent version of the asbestos register and management plan for that building. When working on Commonwealth properties all materials are to be treated as containing asbestos unless proven not to contain asbestos.
 - Appropriate PPE must be worn at all times when on site.

| Line | Description of Goods / Services | Supplier Stock No | Qty | UOM | Unit Cost | Amount (exc GST) | GST | Total Amount |
|------|--|-------------------|------|------|-----------|------------------|------|--------------|
| 1 | Fill rock bags and deliver to Flying Fish Cove work site area on MONDAY 23.06.2025 | | 1.00 | Each | .01 | .01 | 0.00 | 0.01 |

Special Instructions to Supplier:

Freight Method:

Please Deliver To:

| | |
|--------------|-------------|
| Freight | \$0.00 |
| Total | 0.01 |

Please submit a GST exclusive invoice as goods provided to or services rendered on Christmas and Cocos (Keeling) Islands are exempt from GST.

Email Invoices to: s 22(1) @infrastructure.gov.au

Released under the Freedom of Information Act 1982 by the Department of Infrastructure, Transport, Regional Development, Communications, Sport and the Arts



Australian Government

Department of Infrastructure, Transport,
Regional Development, Communications, Sport and the Arts

Purchase Order No 43712

17/06/2025

| | | | |
|-----------|--|----------|-------------------------|
| To | Dunn Investments (vendor# 421134) | Contact: | § 22(1)(a) |
| | PO Box 652 | | § @dunninvestments.cx; |
| | Christmas Island WA 6798 | Phone | § 47F |
| ABN | 93113237399 | Phone | |
| | | Fax | |

| | | | |
|-------------|--|----------|--|
| From | DITRDCSA - Indian Ocean Territories Administr | Contact: | § 22(1)(a)(ii) |
| | PO Box 868 | | § 22(1)(a)(ii) @infrastructure.gov.au; |
| | Christmas Island WA 6798 | Phone | § 22(1)(a)(ii) @xch.regional.gov.au |
| ABN | 86 267 354 017 | Phone | § 22(1)(a) |
| | | | |

Quote No: 43712

| Asset Number | Asset Description | W/O No. |
|--------------|--|---------|
| | Kampong Seawall Flying Fish Cove Seawall | 43712 |

The Supplier agrees to provide the Supplies to the Commonwealth and the Commonwealth agrees to purchase the Supplies in accordance with the Commonwealth Purchase Order Terms
<https://www.finance.gov.au/sites/default/files/2024-06/Commonwealth-Purchase-Order-Terms-1-July-2024.pdf>

- The Department has identified the presence of various asbestos-containing materials throughout many of the buildings under its control on Christmas Island and the Cocos (Keeling) Islands. Any contractor required to perform an activity that may result in the disturbance of known or suspected asbestos-containing materials must first review the most recent version of the asbestos register and management plan for that building. When working on Commonwealth properties all materials are to be treated as containing asbestos unless proven not to contain asbestos.

- Appropriate PPE must be worn at all times when on site.

| Line | Description of Goods / Services | Supplier Stock No | Qty | UOM | Unit Cost | Amount (exc GST) | GST | Total Amount |
|------|---|-------------------|------|------|-----------|------------------|------|--------------|
| 1 | Operator and excavator hire for the backfill of rock bags, as per instructed by Ryan Furtado IOTA, for Monday 23.06.2025. | | 1.00 | Each | .10 | .10 | 0.00 | 0.10 |

Special Instructions to Supplier:

Freight Method:

Please Deliver To:

Freight \$0.00

Total 0.10

Please submit a GST exclusive invoice as goods provided to or services rendered on Christmas and Cocos (Keeling) Islands are exempt from GST.

Email Invoices to: § 22(1) @infrastructure.gov.au

Released under the Freedom of Information Act 1982 by the Department of Infrastructure, Transport, Regional Development, Communications, Sport and the Arts

From: s 22(1)(a)
To: External s 22(1)(a)
Cc: s 22(1)(a)(ii)
Subject: Rock bag trial for FFC sea wall [SEC=OFFICIAL]
Date: Tuesday, 17 June 2025 4:03:50 PM

OFFICIAL

Good Morning s 22(1)(a),

As discussed yesterday we will be doing the rock bag trial on the 23rd -25th of June and we will need to put out a notice to the community.

How we got here :

- Failed procurement on the sea wall upgrade, has led to us not being able to fix the whole sea wall prior to next swell season
- New atm for a separable portion of sea wall is to be sent out this week (sitting with s 22(1)(a))
- Need to have a protective measures in place prior to next swell season
- Rock bags solution, if it works will be a very fast and cost effective temporary solution to protect the assets/ infrastructure. Has been used in other storm effected coastal areas in Australia.
- Rock bag trial of 20m to achieve:
 - Is the material on island to fill the bags effective
 - How easily the can be transported
 - Ease of installation
 - Are they effective in protecting the road and other infrastructure as planned.

Scope of works

23/06/2025

PRL – filling and delivering rock bags

CIEM : loading bags at the mine with the Franna and setting up large crane in front of blue block to unload and mobilise site at 9am after morning bus run.

24/06/2025

CIEM - will start installing rock bags at low tide

Dunn investments – back fill up to each layer of bags

25/06/2025

CIEM – complete installation of bags and de mobilise

Dun investments – tidy up fore shore and demobilise

IOTA – re install bunting

Foreseen issues:

- Essential traffic to the cove only for the duration of works
- Busses will have to do a 3 point turn in the carpark to turn around

Please let me know if there is any other information that you need.

Cheers

s 22(1)(a)(ii)

OFFICIAL

Commonwealth Contract – Services



Australian Government

Commonwealth Contract – Services

Reference ID: 10031360

Customer

Customer Name: Department of Infrastructure, Transport, Regional
Development, Communications, Sport and the Arts
Customer ABN: 86 267 354 017
Address: PO Box 868
Christmas Island Indian Ocean WA 6798

Supplier

Full Name of the Legal Entity: Christmas Island Engineering & Maintenance Pty Ltd
Supplier ABN: 123 176 358
Supplier ACN: 123 176 358
Address: PO Box 666
Christmas Island WA 6798

Commonwealth Contract – Services

Statement of Work

C.A.1 Key Events and Dates

This Contract commences on the Contract Start Date or the date this Contract is executed, whichever is the latter, and continues for the Contract Term unless it is terminated earlier.

| Event | Details |
|----------------------------|---|
| Contract Start Date: | Wednesday, 18 June 2025 |
| Contract Term: | This Contract will terminate on Monday, 30 June 2025. |
| Contract Extension Option: | The Contract Term will not be extended. |

Commonwealth Contract – Services

C.A.2 The Requirement

The crane is required for 2-3 days, to install rock bags into position to repair an area of seawall. A secondary crane will also be hired to lift rock bags from the quarry site at which the rock bags are being stored, onto the truck that will be delivering the resources to Flying Fish Cove. Details as follows:

- Tadano crane, Franna crane, 1 x Operator and 2 x Riggers @ \$975/hr for up to 30 hours.
- Franna crane with 1 x Operator and 1 x Rigger to assist with lifting filled bags during production will be \$480/hr.

C.A.2(a) Commonwealth Supplier Code of Conduct

The Commonwealth expects its suppliers to conduct themselves with high standards of ethics such that they consistently act with integrity and accountability. The Commonwealth Supplier Code of Conduct (Code) outlines the Commonwealth's minimum expectations of suppliers and their subcontractors while under contract with the Commonwealth.

The Supplier must comply with Commonwealth Contract Terms [Clause C.C.23], which creates a number of obligations in connection with the Code. Without limiting the requirements in Commonwealth Contract Terms [Clause C.C.23.2b], during the term of the Contract, the Supplier must provide the information specified below (if any) to the Customer in connection with its compliance with the Code:

Further information on the Code can be found at:

<https://www.finance.gov.au/government/procurement/commonwealth-supplier-code-conduct>.

C.A.2(b) Standards

The Supplier must ensure that any goods and services provided under this Contract comply with all applicable Australian standards and any Australian and international standards specified in this Statement of Work. The Supplier must ensure that it obtains copies of all relevant certifications and maintains records evidencing its compliance with those standards. If requested by the Customer, the Supplier must enable the Customer, or an independent assessor, to conduct periodic audits to confirm compliance with those standards.

Web Content Accessibility

As applicable, the Supplier must ensure that any website, associated material and/or online publications (where applicable) complies with the Web Content Accessibility Guidelines available at:

<https://www.w3.org/WAI/intro/wcag>.

C.A.2(c) Security Requirements

None Specified

C.A.2(d) Work Health and Safety

Prior to commencement of this Contract, the Customer's Contract Manager and the Supplier's Contract Manager will identify any potential work health and safety (WHS) issues anticipated to arise during the term of this contract and assign management of each issue identified to the party best able to manage it. For all issues assigned to the Supplier, the Supplier will provide the Customer with a WHS plan for approval and no work will commence until the plan is approved unless agreed in writing by the Customer.

Throughout the Contract Term, the Customer and the Supplier will proactively identify and cooperate to manage any WHS issues that arise.

If an event occurs in relation to the Supplier's work under this contract that leads, or could lead, to the death, an injury or illness to a person, or dangerous incident (**Notifiable Incident**), the Supplier must:

Commonwealth Contract – Services

- a. immediately report the matter to the Customer, including all relevant details that are known to the Supplier;
- b. as soon as possible after the Notifiable Incident, investigate the Notifiable Incident to determine, as far as it can reasonably be done:
 - i. its cause; and
 - ii. what adverse effects (if any) it will have on the Supplier's work under this contract, including adverse effects on risks to health and safety;
- c. as soon as possible after the Notifiable Incident, take all reasonable steps to remedy any effects of the Notifiable Incident on health and safety;
- d. as soon as possible after the Notifiable Incident, take all reasonable steps (including by instituting procedures and systems) to ensure that an event or circumstance of the kind that led to the Notifiable Incident does not recur;
- e. within 2 Business Days after the Notifiable Incident, give the Commonwealth a written report providing further details of the Notifiable Incident, including the results of the investigations required in paragraph (b) above, and a statement of the steps the Supplier has taken or that the Supplier proposes to take as required in paragraph (c) and (d) above, and
- f. within 3 months after the Notifiable Incident, give the Customer a written report giving full details of its actions in relation to the Notifiable Incident.

The Supplier must fully co-operate, at the Supplier's own cost, with any investigation by any government agency (including the Commonwealth) with respect to a Notifiable Incident, including parliamentary inquiries, boards of inquiry and coroner's investigations.

The Supplier must complete all relevant Job Safety/Hazard Analysis (JSA) and Safe Work Method Statements (SMWS) prior to work commencing.

C.A.2(e) Delivery and Acceptance

Where the Customer rejects any deliverables under Clause C.C.11 [*Delivery and Acceptance*] the Customer will specify a timeframe in which the Supplier is required to rectify deficiencies, at the Supplier's cost, so that the deliverables meet the requirements of this Contract. The Supplier must comply with any such requirement. Rectified deliverables are subject to acceptance under Clause C.C.11 [*Delivery and Acceptance*].

The Supplier will refund all payments related to the rejected deliverables unless the relevant deliverables are rectified and accepted by the Customer.

If the Supplier is unable to meet the Customer's timeframe, the Customer may terminate this Contract in accordance with Clause C.C.16 [*Termination for Cause*].

| Milestone Description | Contact for Delivery | Delivery Location/Email | Due Date |
|-----------------------|----------------------|-------------------------|----------|
|-----------------------|----------------------|-------------------------|----------|

C.A.2(f) Meetings

The Supplier is not required to attend meetings.

C.A.2(g) Facilities and Assistance Offered by the Customer

The Customer will not make any facilities or assistance available to the Supplier.

C.A.2(h) Customer Material

The Customer will not provide any material.

Commonwealth Contract – Services

C.A.2(i) Conflicts of Interest

The Supplier has declared that it has no Conflicts of Interest relevant to the performance of its obligations under this Contract.

C.A.2(j) Public Interest Disclosure

For information about how to make a Public Interest Disclosure, please refer to the information provided on the Customer's website: www.ombudsman.gov.au/complaints/public-interest-disclosure-whistleblowing...

All Public Interest Disclosure matters (relating to this procurement) should be referred to:

| | |
|----------------|-------------------------------|
| Email Address: | s 22(1)@infrastructure.gov.au |
| Telephone: | s 22(1)(a)(ii) |

C.A.2(k) Complaints Handling

For information about how to make a complaint, please refer to the information provided on the Customer's website: .

Any complaints relating to this procurement should be referred to:

| | |
|----------------|--------------------------------------|
| Email Address: | s 22(1)(a)(ii)@infrastructure.gov.au |
|----------------|--------------------------------------|

If your issue is not resolved refer <https://www.finance.gov.au/business/procurement/complaints-handling-charter-complaints> for more information relating to complaints.

Commonwealth Contract – Services

C.A.3 Contract Price

Subject to this Agreement, the Fees payable, will not exceed a maximum of \$45,000 (GST inclusive) for crane hire and deliverables as listed in contract. These services will be supplied on an hourly rate basis at the rates indicated in the table below. The fee will be calculated according to the rate(s) set out in the table below for work actually performed by the supplier in accordance with this agreement.

Fee Rates

| Plant Description | Personnel Required | Hourly Fee (GST Inclusive) |
|-------------------|---------------------------|----------------------------|
| Tadano Crane | 1x Operator and 2x Rigger | @\$975.00/hr |
| Franna Crane | 1x Operator and 1x Rigger | @\$480.00/hr |

Maximum Total Fees for Services \$45,000.00 GST Inclusive

Maximum Fees Payable (including all expenses)

| Due Date | Milestone Description | Total Price GST Inclusive |
|------------|--|--|
| 30/06/2025 | Single payment on completion of contract deliverables, as per hours of crane hire and personnel hours executed and charged at rates listed in table above. | Up to the value of \$45,000.00, as per hourly rate stated above. |

Maximum Total Fee for Services is up to \$45,000.00 GST Inclusive

C.A.3(a) Payment Schedule

The Total Fixed Fees and Charges will be made as a single payment on completion of contracted deliverables.

Commonwealth Contract – Services

C.A.4 Contract Managers and Addresses for Notices

Contract Managers are responsible for issuing or accepting any written Notices under this Contract and are the contact points for general liaison.

C.A.4(a) Customer's Contract Manager:

The person occupying the position of: Senior Projects Officer
 Currently: s 22(1)(a)(ii)
 Telephone: s 22(1)(a)(ii)
 Email Address: s 22(1)(a)(ii)@infrastructure.gov.au
 Postal Address: PO Box 868
 Christmas Island Indian Ocean WA 6798

C.A.4(b) Customer's Address for Invoices:

Addressee Name/Position Title: Department of Infrastructure, Transport, Regional Development, Communications, Sport and the Arts
 Telephone: s 22(1)(a)(ii)
 Email Address: s 22(1)(a)(ii)@infrastructure.gov.au
 Postal Address: PO Box 868
 Christmas Island Indian Ocean WA 6798

The Customer's preferred method of invoicing is by email.

C.A.4(c) Supplier's Contract Manager:

Name: s 22(1)(a)(ii)
 Telephone: s 22(1)(a)(ii)
 Mobile: s 22(1)(a)(ii)
 Email Address: s 22(1)(a)(ii)@outlook.com
 Postal Address: PO Box 666
 Christmas Island WA 6798

C.A.4(d) Supplier's Address for Notices

Name: s 22(1)(a)(ii)
 Email Address: s 22(1)(a)(ii)@outlook.com.au
 Postal Address: PO Box 666
 Christmas Island WA 6798

Commonwealth Contract – Services

C.A.5 Specified Personnel

Not Applicable

C.A.6 Subcontractors

None Specified

Additional Contract Terms

An executed contract will incorporate the Commonwealth Contract Terms and also the following Additional Contract Terms:

C.B.1 Intellectual Property

The Supplier owns the Intellectual Property Rights in the Material created under this Contract.

The Supplier grants to the Customer:

- a) a non-exclusive, irrevocable, royalty-free, perpetual, world-wide licence to exercise the Intellectual Property Rights in the Material provided under this Contract for any purpose and
- b) a right to sub-licence the rights in (a) above to third parties, including to the public under an open access or Creative Commons 'BY' licence.

The licence excludes the right of commercial exploitation by the Customer.

The Supplier warrants that it is entitled to grant this licence to the Customer; and that the provision of the Goods and/or Services and any Material by the Supplier under this Contract, and its use by the Customer, in accordance with this Contract, will not infringe any third party's Intellectual Property Rights and Moral Rights.

Intellectual Property Rights in Goods provided under this Contract or pre-existing Intellectual Property of the Supplier, set out below (if any), will not change as a result of this Contract.

Pre-Existing Intellectual Property of the Supplier

Not Applicable

C.B.2 Confidential Information of the Supplier

Not Applicable

C.B.3 Payment Terms

The Customer must pay the amount of a Correctly Rendered Invoice to the Supplier within twenty (20) calendar days after receiving it, or if this day is not a Business Day, on the next Business Day.

Commonwealth Contract – Services

Commonwealth Contract Terms

C.C.1 Background

- 1.1 The Customer requires the provision of certain Goods and/or Services. The Supplier has fully informed itself on all aspects of the Customer's requirements and has responded representing that it is able to meet the Requirement.
- 1.2 Some terms used in these Commonwealth Contract Terms have been given a special meaning. Their meanings are set out in the Commonwealth Contracting Suite (CCS) Glossary and Interpretation or in the Contract.

C.C.2 Relationship of the Parties

- 2.1 By virtue of this Contract, neither Party is the employee, agent, officer or partner of the other Party nor authorised to bind or represent the other Party.
- 2.2 Each Party must ensure that its officers, employees, agents or Subcontractors do not represent themselves as being an officer, employee, partner or agent of the other Party.
- 2.3 In all dealings related to the Contract, the Parties agree to:
- a) communicate openly with each other and cooperate in achieving the contractual objectives
 - b) act honestly and ethically
 - c) comply with reasonable commercial standards of fair conduct
 - d) consult, cooperate and coordinate activities to identify and address any overlapping work health and safety responsibilities aimed at ensuring the health and safety of workers and workplaces, and
 - e) comply with all reasonable directions and procedures relating to work health and safety, record keeping and security in operation at each other's premises or facilities whether specifically informed or as might reasonably be inferred from the circumstances.

C.C.3 Conflicts of Interest

- 3.1 The Supplier warrants that, other than as previously declared in writing to the Customer at the commencement of the Contract, no Conflicts of Interest exist, relevant to the performance by the Supplier of its obligations under the Contract.
- 3.2 At any time during the term of the Contract, the Customer may require the Supplier to execute a Conflicts of Interest declaration in the form specified by the Customer.
- 3.3 As soon as the Supplier becomes aware that a Conflict of Interest has arisen, or is likely to arise during the term of the Contract, the Supplier will:
- a) immediately report it to the Customer
 - b) provide the Customer with a written report setting out all relevant information within three (3) Business Days, and
 - c) comply with any reasonable requirements notified by the Customer relating to the Conflict of Interest.
- 3.4 If the Supplier fails to notify the Customer as set out in this clause or does not comply with the

Customer's reasonable requirements to resolve or manage Conflicts of Interest, the Customer may terminate or reduce the scope of the Contract in accordance with C.C.16 [Termination for Cause].

C.C.4 Precedence of Documents

- 4.1 The Contract is comprised of:
- a) Additional Contract Terms (if any)
 - b) If the Contract is issued under a DoSO, the Contract Details Schedule
 - c) Statement of Work
 - d) Commonwealth Contract Terms
 - e) CCS Glossary and Interpretation, and
 - f) additional Contract annexes (if any), unless otherwise agreed in writing between the Parties.
- 4.2 If there is ambiguity or inconsistency between documents comprising the Contract, the document appearing higher in the list will have precedence to the extent of the ambiguity or inconsistency.
- 4.3 The Contract may be signed and dated by the Parties on separate, but identical, copies. All signed copies constitute one (1) Contract.

C.C.5 Governing Law

- 5.1 The laws of the Australian Capital Territory apply to the Contract.

C.C.6 Entire Agreement

- 6.1 The Contract represents the Parties' entire agreement in relation to the subject matter, at the time this Contract was executed.
- 6.2 Anything that occurred before the making of this Contract shall be disregarded (unless incorporated into the Contract in writing). However, the Supplier represents that the claims made in its Response to the ATM or the RFQ as relevant remain correct.
- 6.3 Any agreement or understanding to vary or extend the Contract will not be legally binding upon either Party unless in writing and agreed by both Parties.
- 6.4 If either Party does not exercise (or delays in exercising) any of its contractual rights, that failure or delay will not prejudice those rights.

C.C.7 Survival

- 7.1 All Additional Contract Terms (if any), plus clauses: C.C.14 [Liability of the Supplier] C.C.17 [Supplier Payments] C.C.20 [Transition Out], and C.C.21 [Compliance with Law and Policy], survive termination or expiry of the Contract.

C.C.8 Notices

- 8.1 A Notice is deemed to be delivered:
- a) If delivered by hand - on delivery to the relevant address
 - b) If sent by registered post - on delivery to the relevant address, or
 - c) If transmitted by email or other electronic means when it becomes capable of being retrieved by the addressee at the relevant email or other electronic address.
- 8.2 A Notice received after 5:00 pm, or on a day that is not a working day in the place of receipt, is

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deemed to be delivered on the next working day in that place.

C.C.9 Assignment

- 9.1 The Supplier may not assign any rights under the Contract without the Customer's written consent. To seek consent, the Supplier must provide the Customer with a Notice, which includes full details of the proposed assignee and the rights the Supplier proposes to assign.
- 9.2 To decline consent, the Customer must provide a Notice to the Supplier, setting out its reasons, within twenty (20) Business Days, or such other time as agreed between the Parties, of receiving the Notice seeking consent. Otherwise, the Customer is taken to have consented.

C.C.10 Subcontracting

- 10.1 Subcontracting any part of, or the entire Supplier's obligations under the Contract, will not relieve the Supplier from any of its obligations under the Contract.
- 10.2 The Supplier must ensure that Subcontractors specified in the Contract (if any) perform that part of the Services specified in the Contract. The Supplier must not subcontract any part of its obligations under the Contract, or replace approved Subcontractors, without prior written consent of the Customer. The Customer's written consent will not be unreasonably withheld.
- 10.3 At the Customer's request, the Supplier, at no additional cost to the Customer, must promptly remove from involvement in the Contract any Subcontractor that the Customer reasonably considers should be removed.
- 10.4 The Supplier must make available to the Customer the details of all Subcontractors engaged to provide the Goods and/or Services under the Contract. The Supplier acknowledges that the Customer may be required to publicly disclose such information.
- 10.5 The Supplier must ensure that any subcontract entered into by the Supplier, for the purpose of fulfilling the Supplier's obligations under the Contract, imposes on the Subcontractor the same obligations that the Supplier has under the Contract (including this requirement in relation to subcontracts).

C.C.11 Delivery and Acceptance

- 11.1 The Supplier must provide the Goods and/or Services as specified in the Contract and meet any requirements and standard specified in the Contract.
- 11.2 The Supplier must promptly notify the Customer if the Supplier becomes aware that it will be unable to provide all or part of the Goods and/or Services specified in the Contract and advise the Customer when it will be able to do so.
- 11.3 Any Goods must be delivered free from any security interest. Unless otherwise stated in the Contract, Goods must be new and unused. Any Services must be provided to the higher of the standard that would be expected of an experienced, professional supplier of similar

services and any standard specified in the Contract.

- 11.4 The Customer may reject the Goods and/or Services within ten (10) Business Days after delivery or such longer period specified in the Contract ("Acceptance Period"), if the Goods and/or Services do not comply with the requirements of the Contract.
- 11.5 If during the Acceptance Period circumstances outside the Customer's reasonable control cause a delay in the Customer's evaluation of the compliance of the Goods and/or Services with the Contract, the Customer may give the Supplier a Notice before the end of the original Acceptance Period, setting out the reason for the delay and the revised Acceptance Period date (which must be reasonable having regard to the circumstances causing the delay).
- 11.6 If the Customer does not notify the Supplier of rejection within the Acceptance Period (as extended if applicable), the Customer will be taken to have accepted the Goods and/or Services, though the Customer may accept the Goods and/or Services sooner. Title to Goods transfers to the Customer only on acceptance.
- 11.7 If the Customer rejects the Goods and/or Services, the Customer must issue a Notice clearly stating the reason for rejection and the remedy the Customer requires. No payment will be due for rejected Goods and/or Services until their acceptance.

C.C.12 Licences Approvals and Warranties

- 12.1 At no cost to the Customer, the Supplier must obtain and maintain all Intellectual Property Rights, licences or other approvals required for the lawful provision of the Goods and/or Services and arrange any necessary customs entry for any Goods.
- 12.2 The Supplier must provide the Customer with all relevant third party warranties in respect of Goods. If the Supplier is a manufacturer, the Supplier must provide the Customer with all standard manufacturer's warranties in respect of the Goods it has manufactured and supplied.
- 12.3 To the extent permitted by laws and for the benefit of the Customer, the Supplier consents, and must use its best endeavours to ensure that each author of Material consents in writing, to the use by the Customer of the Material, even if the use may otherwise be an infringement of their Intellectual Property Rights and/or Moral Rights.

C.C.13 Specified Personnel

- 13.1 The Supplier must ensure that the Specified Personnel set out in the Contract (if any) perform the part of the Services specified in that item. The Supplier must ensure that Specified Personnel (if any) are not replaced without the prior written consent of the Customer. The Customer's written consent will not be unreasonably withheld.
- 13.2 At the Customer's reasonable request, the Supplier, at no additional cost to the Customer, must as soon as reasonably practicable replace

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- any Specified Personnel that the Customer reasonably considers:
- a) Is not performing the Supplier's obligations under the Contract to the standard or within the timeframe reasonably required by the Customer
 - b) Is not a fit and proper person, or
 - c) Is not suitably qualified to perform the Services.
- 13.3 Any Specified Personnel must be replaced with personnel that are acceptable to the Customer.
- C.C.14 Liability of the Supplier**
- 14.1 The Supplier will indemnify the Customer for any damage claim, cost or loss resulting from any negligent or wilful breach of its obligations or representations under the Contract by the Supplier or its officers, employees, agents or Subcontractors.
- 14.2 The Supplier's obligation to indemnify the Customer will reduce proportionally to the extent that the Customer has contributed to the claim, cost or loss.
- 14.3 Where the Supplier is a member of a scheme operating under Schedule 4 of the *Civil Law (Wrongs) Act 2002* (ACT), or any corresponding Commonwealth, State, Territory or legislation that limits civil liability arising from the performance of their professional services, and where that scheme applies to the Goods and/or Services delivered under the Contract, the Supplier's liability under this clause shall not exceed the maximum amount specified by that scheme or legislation.
- 14.4 The Supplier will maintain adequate insurances for the Contract and provide the Customer with proof when reasonably requested.
- C.C.15 Termination or Reduction for Convenience**
- 15.1 In addition to any other rights either Party has under the Contract,
- a) the Customer acting in good faith, may at any time, or
 - b) the Supplier, acting in good faith, may notify that it wishes to,
- terminate the Contract or reduce the scope or quantity of the Goods and/or Services by providing a Notice to the other Party.
- 15.2 If the Supplier issues a Notice under this clause, the Supplier must comply with any reasonable directions given by the Customer. The Contract will terminate, or the scope will be reduced in accordance with the Notice, when the Supplier has complied with all of those directions.
- 15.3 If the Customer issues a Notice under this clause, the Supplier must stop or reduce work in accordance with the Notice and comply with any reasonable directions given by the Customer.
- 15.4 In either case, the Supplier must mitigate all loss and expenses in connection with the termination or reduction in scope (including the costs of its compliance with any directions). The Customer will pay the Supplier for Goods and/or Services accepted in accordance with C.C.11 [Delivery and Acceptance] and the Contract before the effective date of termination or reduction.
- 15.5 If the Customer issues a Notice under this clause, the Customer will also pay the Supplier for any reasonable costs the Supplier incurs that are directly attributable to the termination or reduction, provided the Supplier substantiates these costs to the satisfaction of the Customer.
- 15.6 Under no circumstances will the total of all payments to the Supplier exceed the Contract Price. The Supplier will not be entitled to loss of anticipated profit for any part of the Contract not performed.
- C.C.16 Termination for Cause**
- 16.1 The Customer may issue a Notice to immediately terminate or reduce the scope of the Contract if:
- a) the Supplier does not deliver the Goods and/or Services as specified in the Contract, or notifies the Customer that the Supplier will be unable to deliver the Goods and/or Services as specified in the Contract
 - b) the Customer rejects the Goods and/or Services in accordance with C.C.11 [Delivery and Acceptance] and the Goods and/or Services are not remedied as required by the Notice of rejection
 - c) the Supplier breaches a material term of the Contract and the breach is not capable of remedy
 - d) the Supplier does not remediate a material breach of the Contract which is capable of remediation within the period specified by the Customer in a Notice of default issued to the Supplier, or
 - e) subject to the Customer complying with any requirements in the *Corporations Act 2001* (Cth), the Supplier:
 - i. is unable to pay all its debts when they become due
 - ii. if incorporated – has a liquidator, receiver, administrator or other controller appointed or an equivalent appointment is made under legislation other than the *Corporations Act 2001* (Cth), or
 - iii. if an individual – becomes bankrupt or enters into an arrangement under *Part IX or Part X of the Bankruptcy Act 1966* (Cth).
- 16.2 Termination of the Contract under this clause does not change the Customer's obligation to pay any Correctly Rendered Invoice.
- C.C.17 Supplier Payments**
- 17.1 If the Supplier is required to submit an invoice to trigger payment, the invoice must be a Correctly Rendered Invoice.
- 17.2 The Supplier must promptly provide to the Customer such supporting documentation and other evidence reasonably required by the Customer to substantiate performance of the Contract by the Supplier.

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- 17.3 Payment of any invoice is payment on account only, and does not substantiate performance of the Contract.
- 17.4 If the Supplier owes any amount to the Customer in connection with the Contract, the Customer may offset that amount, or part of it, against its obligation to pay any Correctly Rendered Invoice.
- C.C.18 Dispute Resolution**
- 18.1 For any dispute arising under the Contract both the Supplier and the Customer agree to comply with (a) to (e) of this clause sequentially:
- a) both Contract Managers will try to settle the dispute by direct negotiation
 - b) If unresolved within five (5) Business Days, the Contract Manager claiming that there is a dispute will give the other Contract Manager a Notice setting out details of the dispute and proposing a solution. The date the dispute Notice is issued will be the date of the Notice ("Notice Date")
 - c) If the proposed solution is not accepted by the other Contract Manager within five (5) Business Days of the Notice Date, each Contract Manager will nominate a more senior representative, who has not had prior direct involvement in the dispute. These representatives will try to settle the dispute by direct negotiation
 - d) failing settlement within twenty (20) Business Days of the Notice Date, the Customer will, without delay, refer the dispute to an appropriately qualified mediator selected by the Customer or, at the Customer's discretion, to the chairperson of an accredited mediation organisation to appoint a mediator, for mediation to commence within thirty (30) Business Days of the Notice Date or such other period as agreed by the Parties, and
 - e) If the dispute is not resolved within sixty (60) Business Days of the Notice Date, either the Supplier or the Customer may commence legal proceedings or, by agreement, continue the mediation process for a period agreed by the Parties.
- 18.2 Representatives for the Supplier and the Customer must attend the mediation. The nominated representatives must have the authority to bind the relevant Party and act in good faith to genuinely attempt to resolve the dispute.
- 18.3 The Supplier and the Customer will each bear their own costs for dispute resolution. The Customer will bear the costs of a mediator.
- 18.4 Despite the existence of a dispute, the Supplier will continue their performance under the Contract unless requested in writing by the Customer not to do so.
- 18.5 This procedure for dispute resolution does not apply to action relating to C.C.16 [Termination for Cause] or to legal proceedings for urgent interlocutory relief.
- C.C.19 Transition In**
- 19.1 The Supplier must perform all tasks reasonably required to facilitate the smooth transition of the provision of the Goods and/or Services from any outgoing supplier to the Supplier.
- C.C.20 Transition Out**
- 20.1 If the Contract expires or is terminated under C.C.16 [Termination for Cause] the Supplier must comply with any reasonable directions given by the Customer in order to facilitate the smooth transition of the provision of the Goods and/or Services to the Customer or to another supplier nominated by the Customer.
- C.C.21 Compliance with Law and Policy**
- 21.1 The Supplier must comply with, and ensure its officers, employees, agents and Subcontractors comply with all laws applicable to the performance of this Contract and warrants that it will not cause the Customer to breach any laws.
- 21.2 The Supplier must comply with, and ensure its officers, employees, agents and Subcontractors comply with any Commonwealth policies relevant to the Goods and/or Services.
- 21.3 The Supplier agrees to provide such reports and other information regarding compliance with applicable law and Commonwealth policy as reasonably requested by the Customer or as otherwise required by applicable law or policy.
- 21.4 If the Supplier becomes aware of any actual or suspected breach of the requirements set out in 21.A to 21.J below, or any other applicable law or Commonwealth policy, it must:
- a) Immediately report it to the Customer and provide a written report on the matter within three (3) Business Days unless otherwise set out in these Terms, and
 - b) comply with any reasonable directions by the Customer in relation to any investigation or further reporting of the actual or suspected breach.
- 21.A Access to Supplier's Premises and Records**
- A.1 The Supplier must maintain and ensure its Subcontractors maintain proper business and accounting records relating to the supply of the Goods and/or Services and performance of the Contract.
- A.2 The Supplier agrees to provide to the Customer, or its nominee, access to the Supplier's or its Subcontractor's premises, personnel, computer systems, documents and other records, and all assistance reasonably requested, for any purpose associated with the Contract or any review of the Supplier's or the Customer's performance under the Contract, including in connection with a request made under the *Freedom of Information Act 1982* (Cth) or an audit or review by the Australian National Audit Office.
- A.3 Unless the access is required for an urgent purpose, the Customer will provide reasonable prior notice to the Supplier.
- A.4 If requested by the Supplier, the Customer will reimburse the Supplier's substantiated reasonable

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- cost for complying with the Customer's request, unless the access is required for the purpose of a criminal investigation into the Supplier, its officers, employees, agents or Subcontractors.
- A.5 The Supplier must not transfer, or permit the transfer of, custody or ownership, or allow the destruction, of any Commonwealth record (as defined in the *Archives Act 1983* (Cth)) without the prior written consent of the Customer. All Commonwealth records, including any held by Subcontractors, must be returned to the Customer at the conclusion of the Contract.
- 21.B Privacy Act 1988 (Cth) Requirements**
- B.1 In providing the Goods and/or Services, the Supplier agrees to comply, and to ensure that its officers, employees, agents and Subcontractors comply with the *Privacy Act 1988* (Cth) and not to do anything, which if done by the Customer would breach an Australian Privacy Principle as defined in that Act.
- 21.C Notifiable Data Breaches**
- C.1 If the Supplier suspects that there may have been an Eligible Data Breach in relation to any Personal Information held by the Supplier as a result of the Contract, the Supplier must:
- immediately report it to the Customer and provide a written report within three (3) Business Days, and
 - carry out an assessment in accordance with the requirements of the *Privacy Act 1988* (Cth).
- C.2 Where the Supplier is aware that there has been an Eligible Data Breach in relation to the Contract, the Supplier must:
- take all reasonable action to mitigate the risk of the Eligible Data Breach causing serious harm to any individual to whom the Personal Information relates
 - take all other action necessary to comply with the requirements of the *Privacy Act 1988* (Cth), and
 - take any other action as reasonably directed by the Customer.
- 21.D Personal Information**
- D.1 The Supplier agrees to provide the Customer, or its nominee, relevant information (including personal information) relating to the Supplier, its officers, employees, agents or Subcontractors, for the purposes of preventing, detecting, investigating or dealing with a fraud or security incident relating to a Contract.
- D.2 When providing personal information of a natural person under this clause, the Supplier warrants it will have obtained the consent of or provided reasonable notification to the person in accordance with the *Privacy Act 1988* (Cth).
- D.3 Nothing in these clauses limits or derogates from the Supplier's obligations under the *Privacy Act 1988* (Cth).
- 21.E Confidential Information**
- E.1 The Supplier agrees not to disclose to any person, other than the Customer, any Confidential Information relating to the Contract or the Goods and/or Services, without prior written approval from the Customer.
- E.2 This obligation will not be breached where:
- the relevant Information is publicly available (other than through breach of a confidentiality or non-disclosure obligation), or
 - the Supplier is required by law, an order of the court or a stock exchange to disclose the relevant Information, but any such request must be reported by Notice to the Customer without delay and the text of the disclosure provided in writing to the Customer as soon as practicable.
- E.3 The Customer may at any time require the Supplier to arrange for its officers, employees, agents or Subcontractors to give a written undertaking relating to non-disclosure of the Customer's Confidential Information in a form acceptable to the Customer.
- E.4 The Customer will keep any Information in connection with the Contract confidential to the extent it has agreed in writing to keep such specified information confidential.
- E.5 The Customer will not be in breach of any confidentiality agreement if the Customer discloses the Information for the purposes of managing the Contract or if it is required to disclose the information by law, a Minister or a House or Committee of Parliament, or for accountability or reporting purposes.
- 21.F Security and Safety**
- F.1 When accessing any Commonwealth place, area or facility, the Supplier must comply with any security and safety requirements notified to the Supplier by the Customer or of which the Supplier is, or should reasonably be aware. The Supplier must ensure that its officers, employees, agents and Subcontractors are aware of, and comply with, such security and safety requirements.
- F.2 If directed by the Customer, the Supplier and its officers, employees, agents and Subcontractors are required to undertake a security briefing prior to being able to work inside a Commonwealth office, area or facility.
- F.3 The Supplier must ensure that all information, material and property provided by the Customer for the purposes of the Contract is protected at all times from unauthorised access, use by a third party, misuse, damage and destruction and is returned as directed by the Customer.
- F.4 The Supplier acknowledges that unauthorised disclosure of security-classified information is an offence. Legislation (including the *Criminal Code Act 1995* (Cth)) contains provisions relating to the protection of certain information and sets out the penalties for the unauthorised disclosure of that information.

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| 21.G Criminal Code | G.1 The Supplier acknowledges that the giving of false or misleading Information to the Commonwealth is a serious offence under section 137.1 of the schedule to the <i>Criminal Code Act 1995</i> (Cth). | this occurs the Supplier must issue a Notice under clause 22.1 in relation to the event within three (3) Business Days of being notified by the Customer. |
| G.2 | The Supplier must ensure that its officers, employees, agents and Subcontractors engaged in connection with the Contract are aware of the information contained in this clause. | 22.4 Where reasonably requested by the Customer, the Supplier must provide the Customer with any additional information regarding the Significant Event within three (3) Business Days of the request. |
| 21.H Fraud | H.1 The Supplier must take all reasonable steps to prevent and detect Fraud in relation to the performance of this Contract. The Supplier acknowledges the occurrence of Fraud will constitute a breach of this Contract. | 22.5 If requested by the Customer, the Supplier must prepare a draft remediation plan and submit that draft plan to the Customer's Contract Manager for approval within ten (10) Business Days of the request. |
| H.2 | If an investigation finds that the Supplier or its officers, employees, agents or Subcontractors have committed Fraud, or the Supplier has failed to take reasonable steps to prevent Fraud, the Supplier must reimburse or compensate the Customer in full. | 22.6 A draft remediation plan prepared by the Supplier under clause 22.5 must include the following information: |
| 21.I Taxation | I.1 The Supplier agrees to comply, and to require its subcontractors to comply, with all applicable laws relating to taxation. | a) how the Supplier will address the Significant Event in the context of the Goods and/or Services, including confirmation that the implementation of the remediation plan will not in any way impact on the delivery of the Goods and/or Services or compliance by the Supplier with its other obligations under the Contract, and b) how the Supplier will ensure events similar to the Significant Event do not occur again, and c) any other matter reasonably requested by the Customer. |
| 21.J Public Interest Disclosure | J.1 The Supplier must familiarise itself with the <i>Public Interest Disclosure Act 2013</i> (Cth) and acknowledges that public officials, including service providers and their Subcontractors under a Commonwealth contract, who suspect wrongdoing within the Commonwealth public sector may raise their concerns under the <i>Public Interest Disclosure Act 2013</i> (Cth). | 22.7 The Customer will review the draft remediation plan and either approve the draft remediation plan or provide the Supplier with the details of any changes that are required. The Supplier must make any changes to the draft remediation plan reasonably requested by the Customer and resubmit the draft remediation plan to the Customer for approval within three (3) Business Days of the request unless a different timeframe is agreed in writing by the Customer. This clause 22.7 will apply to any resubmitted draft remediation plan. |
| J.2 | Information for disclosers is available at https://www.ombudsman.gov.au/Our-responsibilities/making-a-disclosure . | 22.8 Without limiting its other obligations under the Contract, the Supplier must comply with the remediation plan as approved by the Customer. The Supplier agrees to provide reports and other information about the Supplier's progress in implementing the remediation plan as reasonably requested by the Customer. |
| 21.K National Anti-Corruption Commission Act 2022 (Cth) Requirements | K.1 The Supplier acknowledges that in providing the Goods and/or Services to the Customer under the Contract, it is a contracted service provider for the purposes of the <i>National Anti-Corruption Commission Act 2022</i> (Cth) (NACC Act). | 22.9 A failure by the Supplier to comply with its obligations under this clause C.C.22 will be a material breach of the Contract. The Customer's rights under this clause C.C.22 are in addition to and do not otherwise limit any other rights the Customer may have under the Contract. The performance by the Supplier of its obligations under this clause C.C.22 will be at no additional cost to the Customer. |
| K.2 | The Supplier must comply with any reasonable request, policy or direction issued by the Customer and otherwise cooperate with the Customer in relation to any action taken by the Customer required or authorised by the NACC Act. | C.C.23 Compliance with the Commonwealth Supplier Code of Conduct |
| C.C.22 Notification of Significant Events | 22.1 The Supplier must immediately issue the Customer a Notice on becoming aware of a Significant Event. | 23.1 The Supplier must comply with, and ensure that its officers, employees, agents and Subcontractors comply with, the Code in connection with the performance of this Contract. |
| 22.2 | The Notice issued under clause 22.1 must provide a summary of the Significant Event, including the date that it occurred and whether any Specified Personnel or other personnel engaged in connection with the Goods and/or Services were involved. | 23.2 The Supplier must: |
| 22.3 | The Customer may notify the Supplier in writing that an event is to be considered a Significant Event for the purposes of this clause, and where | |

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- a) periodically monitor and assess its, and its officers', employees', and agents' compliance with the Code; and
 - b) on request from the Customer, promptly provide information regarding:
 - i. the policies, frameworks or systems it has established to monitor and assess compliance with the Code; and
 - ii. the Supplier's compliance with clause 23.1.
- 23.3 The Supplier must immediately issue the Customer a Notice on becoming aware of any breach of clause 23.1. The Notice must include a summary of the breach, the date that the breach occurred, and details of the personnel involved.
- 23.4 Where the Customer identifies a possible breach of clause 23.1, it may issue the Supplier a Notice, and the Supplier must, within three (3) Business Days of receiving the Notice, either:
- a) where the Supplier considers a breach has not occurred: advise the Customer that there has not been a breach and provide information supporting that determination; or
 - b) where the Supplier considers that a breach has occurred: issue a Notice under clause 23.3 and otherwise comply with its obligations under this clause C.C.23.
- 23.5 Notwithstanding clause 23.4, a Customer may notify the Supplier in writing that it considers that the Supplier has breached clause 23.1, in which case the Supplier must issue a Notice under clause 23.3 and otherwise comply with its obligations under this clause C.C.23.
- 23.6 A failure by the Supplier to comply with its obligations under any part of this clause will be a material breach of the Contract.
- 23.7 Nothing in this clause or the Code limits, reduces or derogates from the Supplier's other obligations under the Contract. The Customer's rights under this clause are in addition to and do not otherwise limit any other rights the Customer may have under the Contract. The performance by the Supplier of its obligations under this clause will be at no additional cost to the Customer.
- 23.8 The Supplier agrees that the Customer or any other Commonwealth agency may take into account the Supplier's compliance with the Code in any future approach to market or procurement process.



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Commonwealth Contracting Suite Glossary and Interpretation

Glossary

In the Commonwealth Contracting Suite (CCS):

“**Additional Contract Terms**” means the terms and conditions set out in the section of the Approach to Market, RFQ or the Contract as relevant with the heading ‘Additional Contract Terms’.

“**Additional DoSO Terms**” means the terms and conditions set out in the section of the DoSO with the heading ‘Additional DoSO Terms’.

“**Approach to Market**” or “**ATM**” means the notice inviting Potential Suppliers to participate in the relevant procurement.

“**Business Days**” means a day that is not a Saturday, a Sunday or a public holiday or bank holiday in the place concerned, as defined by the *Corporations Act 2001* (Cth), and also excludes the period between Christmas Day and New Year’s Day.

“**Closing Time**” means the closing time and date as specified in the Approach to Market.

“**Commonwealth Contracting Suite**” or “**CCS**” means the suite of proprietary documents developed for Commonwealth procurements.

“**Commonwealth Procurement Rules**” means the legislative instrument issued by the Finance Minister under section 105B of the *Public Governance, Performance and Accountability Act 2013* (PGPA Act), which establishes the framework under which entities govern and undertake their own procurement.

“**Commonwealth Supplier Code of Conduct**” or “**Code**” means the Commonwealth Supplier Code of Conduct, as published on 1 July 2024, as updated from time to time.

“**Confidential Information**” means any information that any Party does not wish to be shared outside those involved in the Contract or Standing Offer Arrangement. It can include anything that has been acquired, developed or made available to any of the Parties in the course of the relationship between the Parties. It includes, but is not limited to, information:

- a) specifically identified as confidential in the Contract or DoSO
- b) where disclosure would cause unreasonable detriment to the owner of the information or another party, or
- c) where the information was provided under an understanding that it would remain confidential.

“**Conflicts of Interest**” means any real or apparent situation where the personal interests of the Supplier, its officers, employees, agents or subcontractors could improperly influence the Supplier’s performance of the Contract or DoSO as relevant.

“**Contract**” means the documents (specified in the Commonwealth Contract Terms or the Commonwealth Purchase Order Terms as relevant) as executed or amended from time to time by agreement in writing between the Supplier and the Customer.

“**Contract Details Schedule**” means the section in a Contract issued under the DoSO with the heading ‘Contract Details Schedule’.

“**Contract Manager**” means the ‘Contract Manager’ for the Customer or Supplier representative (as relevant) specified in the Contract.

“**Contract Price**” means the maximum contract price specified in the Contract, including any GST component payable, but does not include any simple interest payable on late payments.

“**Correctly Rendered Invoice**” means an invoice that:

- a) is correctly addressed and includes any purchase order number or other Customer reference advised by the Customer’s Contract Manager and the name and specified contact details of the Customer’s Contract Manager
- b) relates only to the Goods and/or Services that have been accepted by the Customer in accordance with the Contract or a payment or milestone schedule identified in the Contract
- c) is correctly calculated and charged in accordance with the Contract
- d) is for an amount which, together with previously Correctly Rendered Invoices, does not exceed the Contract Price, and
- e) is a valid tax invoice in accordance with the GST Act.

“**Customer**” means the party specified in the Contract as the Customer.

“**Deed of Standing Offer**” or “**DoSO**” means the documents (specified in the Commonwealth DoSO Terms) as executed or amended by agreement in writing between the Lead Customer and the Supplier.

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Commonwealth Contracting Suite Glossary and Interpretation

- “Delivery and Acceptance”** means the process by which Goods and/or Services are delivered to the Customer and accepted by the Customer as meeting the terms specified in the Contract.
- “DoSO Manager”** means the ‘DoSO Manager’ for the Lead Customer or Supplier representative (as relevant) specified in the DoSO.
- “Electronic invoicing”** or **“eInvoicing”** means the automated exchange of invoices directly between the Customer and Supplier’s software or financial systems via the Peppol network, as long as both Parties are Peppol invoicing enabled.
- “Eligible Data Breach”** means an ‘Eligible Data Breach’ as defined in the *Privacy Act 1988* (Cth).
- “End Date”** means the date specified in the Contract or DoSO (as relevant) on which the agreement ceases.
- “Fraud”** means dishonestly obtaining a benefit from the Commonwealth or causing a loss to the Commonwealth by deception or other means and includes alleged, attempted, suspected or detected fraud.
- “General Interest Charge Rate”** means the general interest charge rate determined under section 8AAD of the *Taxation Administration Act 1953* (Cth) on the day payment is due, expressed as a decimal rate per day.
- “Goods and/or Services”** means:
- a) the Goods and/or Services and any Material, and
 - b) all such Incidental Goods and/or Services that are reasonably required to achieve the Requirement of the Customer,
- as specified in the Contract and, where relevant, offered under a Standing Offer Arrangement.
- “GST”** means a Commonwealth goods and services tax imposed by the GST Act.
- “GST Act”** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
- “Indigenous Procurement Policy”** means the procurement connected policy as described at the National Indigenous Australians Agency website <https://www.niaa.gov.au/resource-centre/indigenous-affairs/indigenous-procurement-policy>.
- “Intellectual Property Rights”** means all Intellectual property rights which may subsist in Australia or elsewhere, whether or not they are current or future or registered or capable of being registered, including without limitation in relation to, copyright, designs, trade marks (including unregistered marks), business and company names, domain names, databases, circuit layouts, patents, inventions, discoveries, know-how, trade secrets and confidential information, but excluding Moral Rights.
- “Lead Customer”** means the party specified in the DoSO as the Lead Customer.
- “Material”** means any material used or brought into existence as a part of, or for the purpose of producing the Goods and/or Services, and includes but is not limited to documents, equipment, information or data stored by any means.
- “Moral Rights”** means the rights in Part IX of the *Copyright Act 1968* (Cth), including the right of attribution, the right against false attribution and the right of integrity.
- “Notice”** means an official notice or communication under the Contract or DoSO (as relevant) in writing, from one Contract or DoSO Manager to the other Contract or DoSO Manager (as the case may be), at the postal address, or email address, or facsimile number set out in the Contract or DoSO or as notified by the relevant Party.
- “Peppol”** means the Pan-European Public Procurement On-Line framework as described at the Australian Taxation Office website <https://softwaredevelopers.ato.gov.au/eInvoicing>.
- “Party”** or **“Parties”** means (as relevant) the Customer and Supplier specified in the Contract or the Lead Customer and Supplier specified in the DoSO.
- “Personal Information”** means information relating to a natural person as defined in the *Privacy Act 1988* (Cth).
- “Potential Customer”** means an Australian Government entity that is identified within the DoSO as being able to use the Standing Offer Arrangement.
- “Potential Supplier”** means any entity who is eligible to respond to an ATM.
- “Pricing Schedule”** means a schedule of maximum pricing rates that a Supplier can offer in an RFQ for Goods and/or Services as set out in the DoSO.
- “Public Interest Certificate”** means a certificate issued under section 22 of the *Government Procurement (Judicial Review) Act 2018* (Cth).
- “Referenced Material”** means any materials referenced in the ATM, including but not limited to, reports, plans, drawings or samples.
- “Request for Quote”** or **“RFQ”** means any notice inviting quotations to provide specific Goods and/or Services under the DoSO.

Commonwealth Contract – Services

Commonwealth Contracting Suite Glossary and Interpretation

“Required Capabilities” means:

- a) In the DoSO ATM, the description of the Lead Customer’s required Goods and/or Services. These may be categorised into several descriptions of Required Capabilities.
- b) In the DoSO, the description of the Goods and/or Services that a Supplier is approved to offer.

“Requirement” means the description of the Goods and/or Services in:

- a) for the purposes of the Commonwealth ATM Terms, the section of the Approach to Market with the heading ‘The Requirement’
- b) for the purposes of the Commonwealth Contract Terms, the section of the Contract with the heading ‘The Requirement’, or
- c) for the purposes of the Commonwealth Purchase Order Terms, the Customer’s purchase order or similar ordering document setting out the Goods and/or Services.

“Response” means Information provided by a Potential Supplier or Supplier demonstrating their capacity and capability to:

- a) provide the Requirement under the ATM or Request for Quote, or
- b) meet a Required Capability under the DoSO ATM.

“Satisfactory” in relation to the Shadow Economy Policy only, means the Statement of Tax Record meets the conditions set out in Part 6.b of the Shadow Economy Policy or, if the circumstances in Part 6.c of the Shadow Economy Policy apply, the conditions set out in Part 8 of the Shadow Economy Policy.

“Shadow Economy Policy” means the Shadow economy – *Increasing the Integrity of government procurement: Procurement connected policy guidelines March 2019* available at <https://treasury.gov.au/publication/p2019-t369466>.

“Significant Event” means:

- a) any adverse comments or findings made by a court, commission, tribunal or other statutory or professional body regarding the conduct or performance of the Supplier or its officers, employees, agents or Subcontractors that impacts or could be reasonably perceived to impact on their professional capacity, capability, fitness or reputation, or
- b) any other significant matters, including the commencement of legal, regulatory or disciplinary action involving the Supplier or its officers, employees, agents or Subcontractors, that may adversely impact on compliance with Commonwealth policy and legislation or the Commonwealth’s reputation.

“Specified Personnel” means personnel specified in the Contract, or who are accepted by the Customer in accordance with clause C.C.13 [Specified Personnel].

“Standing Offer Arrangement” means the DoSO arrangement, any Contract that is executed under the DoSO and any other document that applies to it.

“Standing Offer Details” means the section of the DoSO with the heading ‘Standing Offer Details’.

“Statement of Requirement” means the section of the Approach to Market with the heading ‘Statement of Requirement’.

“Statement of Tax Record” means a statement of tax record issued by the Australian Taxation Office following an application made in accordance with the process set out at https://www.ato.gov.au/Business/Bus/Statement-of-tax-record/?page=1#Requesting_an_STR.

“Statement of Work” means the section or schedule of the Contract (as the case may be) with the heading ‘Statement of Work’.

“Subcontractor” means an entity contracted by the Supplier to supply some or all of the Goods and/or Services required under the Contract.

“Supplier” means a party specified in the Contract or the DoSO as the Supplier.

“Valid” in relation to the Shadow Economy Policy only, means the Statement of Tax Record is valid in accordance with Part 7.e of the Shadow Economy Policy.

Commonwealth Contract – Services

Commonwealth Contracting Suite Glossary and Interpretation

Interpretation

In the Commonwealth Contracting Suite, unless stated otherwise:

- a) if any word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning
- b) words in the singular include the plural and words in the plural include the singular
- c) the words 'including', 'such as', 'particularly' and similar expressions are not used as and are not intended to be interpreted as words of limitation
- d) a reference to dollars is a reference to Australian dollars
- e) a reference to any legislation or legislative provision includes any statutory modification, substitution or re-enactment of that legislation or legislative provision
- f) clause headings are for reference only and have no effect in limiting or extending the language of the terms to which they refer, and
- g) the following clause references used in Commonwealth Contracting Suite documents refer to that section or part of the relevant CCS document listed in the table below:

| Clause Reference | Section / Part | CCS Document |
|------------------|---|-----------------------------------|
| A.A.[x] | Statement of Requirement | CCS Approach to Market (ATM) |
| A.B.[x] | Commonwealth Approach to Market (ATM) Terms | |
| A.C.[x] | Additional Contract Terms | Commonwealth Contract |
| C.A.[x] | Statement of Work | |
| C.B.[x] | Additional Contract Terms | |
| C.C.[x] | Commonwealth Contract Terms | |
| P.C.[x] | Commonwealth Purchase Order Terms | Commonwealth Purchase Order Terms |
| D.A.[x] | CCS DoSO ATM | CCS Deed of Standing Offer (DoSO) |
| D.B.[x] | Commonwealth DoSO ATM Terms | |
| D.C.[x] | DoSO ATM Response Form | |
| D.D.[x] | CCS DoSO | |
| D.D.3(x) | Additional DoSO Terms | |
| D.E.[x] | Commonwealth DoSO Terms | |
| R.A.[x] | Schedule 1 - Statement of Work | CCS DoSO RFQ and Contract |
| R.B.[x] | Schedule 2 - Additional Contract Terms | |
| R.C.[x] | Schedule 3 - Supplier's Response Form | |
| R.D.[x] | Contract Details Schedule | |

Contract Signing Page

The Parties agree that by signing this Commonwealth Contract – Services, they enter into a Contract comprising:

- a) Additional Contract Terms (if any)
- b) Statement of Work
- c) Commonwealth Contract Terms
- d) Commonwealth Contracting Suite Glossary and Interpretation
- e) Contract Annex 1 – Supplementary Information (if any).

EXECUTED as an Agreement

Signed for and on behalf of the **Commonwealth of Australia** as represented by Department of Infrastructure, Transport, Regional Development, Communications, Sport and the Arts
ABN 86 267 354 017 by its duly authorised delegate in the presence of

Signature of witness

s 22(1)(a)(ii)
 [Redacted Signature]

Signature of delegate

s 22(1)(a)(ii)
 [Redacted Signature]

Name of witness (*print*)

s 22(1)(a)(ii)
 [Redacted Name]

Name of delegate (*print*)

s 22(1)(a)(ii)
 [Redacted Name]

Position of delegate (*print*)

SENIOR OPERATIONS MANAGER

Date:

18/6/25

Executed by Christmas Island Engineering & Maintenance Pty Ltd **ACN 123 176 358 ABN 123 176 358** in accordance with Section 127 of the *Corporations Act 2001*:

Signature of sole director / company secretary

s 47F
 [Redacted Signature]

Signature of witness

s 47F
 [Redacted Signature]

Name of sole director / company secretary (*print*)

s 47F
 [Redacted Name]

Name of witness (*print*)

s 47F
 [Redacted Name]

Date:

18/6/25



Australian Government

Department of Infrastructure, Transport,
Regional Development, Communications, Sport and the Arts



FINANCE

| | | | |
|--------------------|--|---------|--|
| Date: | 1/09/2025 | Ref No: | |
| Procurement Title: | Rock Bag Installation for Seawall Protection Project | | |

Purpose:

The Commonwealth, as represented by the Department of Infrastructure, Transport, Regional Development, Communications, Sport and Arts (the Department), is seeking to undertake an Approach to Market (ATM) process to procure the preparation and installation of 390, 4-8 tonne rock bags, to protect 170 metres of sea wall as part of the Seawall Protection Project in Flying Fish Cove, Christmas Island.

These works are required due to the tropical low event experience in early 2025, that significantly damaged the seawall that acts as barrier protection for Commonwealth and private infrastructure including roads, place of worship, shops and housing. The seawall has collapsed in the area that the works are taking place, creating significant safety concerns due to its instability and leaving it vulnerable to further dissipating, specifically in the event of further abnormal weather events.

A major seawall restoration project went to tender (PR:10030158) with this process unsuccessful. It is crucial that action is taken as further damage and dissipation of the wall will require substantial cost to the Department to replace, as well as limit the protection for the public and private assets and infrastructure located behind the sea wall.

Kyowa Rock Bags will be filled and installed as a toe protection for 100m of the permanent Flying Fish Cove sea wall and where required, a temporary wall will be built to 2.5m for 70m. These bags have a stated "working 20-year lifespan" with these bags only to be required as further permanent upgrades are planned and implemented. The removal of these rock bags will be included in that proposal, noting that these can be re-used in alternative projects located on-island.

A crane is required for 10 days, to install rock bags into position across the 170M of sea wall. A secondary crane will also be needed to lift rock bags from the quarry site after they are filled to the manufacturer's specification, onto the truck that will be delivering the resources to Flying Fish Cove. CI Engineering and Maintenance (CIEM) will manage the project from start to finish including site set up, filling of the bags, traffic management, transportation of the bags, installation and site demobilisation.

A previous rock bag installation trial (approximately 20 bags) occurred through several providers, with integral logistical input from Department staff who will not be available throughout the life of this process. The process of approaching the only supplier allows the works to be completed in a more efficient and effective manner given the increased scope of works.

Procurement Outcome:

The Department intends to engage the successful Service Provider to undertake:

- a. Crane hire for transferring 4-8 tonne rock bags from truck to seawall project
- b. Filling of 390 4-8 tonne rock bags
- c. Storing of filled rock bags
- d. Crane hire for transferring 4-8 tonne rock bags from site to truck, for delivery to Flying Fish Cove
- e. Transportation of rock bags
- f. Traffic management
- g. Cutting stone nib wall and re-installation at the end of the project
- h. Excavation of sand on beach side of the wall
- i. Installation of geo fabric
- j. Installation of rock bags on sea wall using 80T crane
- k. Site demobilisation

Is this procurement a consultancy? Yes Choose an item.
 No

Is this a [High Risk, High Value](#) procurement? Yes Choose an item.
(HRHV procurements will require Ops Committee endorsement prior to exercising s23.3 approval) No Not HR HV

Market Research:

In researching this requirement, the Department considered:

- a. CIEM is the only on-island company with the equipment, expertise and personnel available to complete the scope of works successfully
- b. CIEM were a crucial part of the rock bag trial
- c. CIEM understand the handling of keys materials (specifically rock bags)
- d. Rock bags need to be installed prior to swell season (November – December 2025)
- e. The pre-tender estimate was prepared using the trial costs as the baseline. However, additional expenses have been identified that were not fully captured in the trial stage. These include, but are not limited to, the procurement of harder rock material than originally anticipated and the removal of sections of nib walls to enable crane access. These scope-related adjustments account for the variance between the original estimate and the current projected costs.

Existing Arrangements:

Are there existing arrangements in place with a supplier? Yes No
 If yes, what are those arrangements (eg. piggyback arrangement)

Funding Appropriation:

Appropriation Available Pre-tender estimate value is \$600,000 GST incl.

There is available funding for this engagement and, if approved, the funding will be sourced from CC 40225, GL 57315 and IO 415762

Has the funding availability & cost centre been confirmed? Yes Billy Ong – A/G Corporate Services Manager, s 22(1)(a)(ii)

Procurement Approach:

Methodology

Open tender

Limited tender Exemption: Choose an item.
Condition: 10.3.d.iii Can only be procured by specific supplier/s with specific technical capabilities

Mandatory Panel

Other Panel Select Panel: Choose an item.

Please select either an exemption or condition, only if using limited tender

Explanation of selected Methodology

This procurement will proceed as a limited tender under a single-source justification, as CIEM is the only supplier with the specialised equipment and resources required to successfully complete the works. Given the unique supplier capability and lack of viable alternatives, the use of an open or competitive tender process would not deliver value for money and may introduce unnecessary delay.

In accordance with procurement governance requirements, this approach is considered transparent, proportionate, and compliant, as it ensures timely delivery while mitigating the risks of engaging suppliers without the requisite capacity. Consequently, the CCS approach-to-market documentation will not be utilised; instead, a direct request for quotation will be issued to the identified supplier.

An open tender process was initially considered for this procurement in light of the estimated contract value. However, given the specific nature of the project, it is expected that such a process would result in bids from the same pool of contractors, but at an inflated cost.

We initially considered separating the procurement into multiple portions to allow relevant businesses the opportunity to tender for specific components of the works. However, it was determined that engaging a single contractor would provide greater continuity, accountability, and oversight across the entire project. Following this assessment, potential contractors were reviewed to identify the most suitable party to manage the full scope of works. Given that crange represents the highest area of risk, and considering CIEM's demonstrated expertise with rock bag installations, it was concluded that they are the most appropriate contractor to both manage and deliver the project.

Condition 10.3.d.iii is considered justified, as the use of cranes is integral to all phases of the project. Cranes are required for the filling, loading, unloading, and installation of the bags, and their continuous involvement is essential to ensure operational efficiency, maintain safety standards, and mitigate project risks. Without the dedicated use of cranes, the project would be exposed to significant delays, increased handling risks, and potential non-compliance with required safety and quality obligations.

Suppliers Proposed (if Limited Tender or Panel)

| | |
|-------------------------------|--|
| Supplier Name | CI Engineering and Maintenance (CIEM) |
| Reason for Approaching | The only crane hire business on Christmas Island with the 80T crane that complete the installation. CIEM we also a crucial part of the successful trial and understand the projects intricacies. |

Applicable Procurement Policies:

- | | |
|--|--|
| <input checked="" type="checkbox"/> Indigenous Procurement Policy | <input type="checkbox"/> Modern Slavery |
| <input checked="" type="checkbox"/> Workplace Gender Equality | <input type="checkbox"/> Building Code 2016 |
| <input checked="" type="checkbox"/> Payment Times Connected Policy | <input type="checkbox"/> Black Economy |
| <input checked="" type="checkbox"/> Sustainable Procurement | <input type="checkbox"/> Australian Industry Participation |

Value for Money Assessment (why should this procurement be undertaken)

- CI Engineering and Maintenance have all resources available to utilise in an efficient, effective, economical and ethical manner, therefore works can proceed in a timely manner and prevent any further damage and safety and/or environmental concerns that may occur in the event of another weather event/natural disaster etc.
- Deliverable activities are of comparative low risk to the Commonwealth
- Prevent further erosion of the Flying Fish Cove foreshore and the risk of encroaching into the adjacent road and residential areas

Probity and Risk

Probity concerns identified

All documentation secured
 Submissions/quotes only released to staff with need to know
 Conflicts of interest declarations signed by panel members.

Probity Advisor Engaged Yes
(an External Advisor is required for all HRHV procurements)

- External Probity Advisor _____
 Internal Probity Advisor _____

No _____
 N/A (for non-HRHV procurements, delegates can nominate internal or external probity advisors at their discretion)

Probity Plan in Place (High Risk & Open Tender) Yes
(a separate Probity Plan is required for all HRHV procurements) No _____
(All other procurements must either include probity considerations above or have a separate Plan) N/A (Not HR HV)

Risk Assessment Completed and Risk Plan in Place Yes
(a separate Risk Plan is required for all procurements valued over \$1 million and all HRHV procurements. All other procurements must identify risks below) No _____

Areas of risk identified (include mitigations) Risk – Timeframes and costs are not met.
 Mitigation – Completed market research with the outcome of:
 CI Engineering and Maintenance can complete the required works in a suitable timeframe, with available personnel and equipment on-island and readily available.

Final Risk Rating (post controls) Severe Medium
(risk ratings need to be added into myWorkplace) High Low

Conflicts of Interest Conflicts of Interest Declarations obtained for involved staff
 Conflicts of Interest Declarations obtained for proposed supplier(s)
 N/A

Proposed Contract Period and Timeframes:

In this section state the expected time-line of the procurement, including everything in the procurement from the planning phase all the way through to contract expiration and evaluation.

Proposed Contract Period Start: 20-Sep-25 End: 30-Jun-26

Proposed Options to Extend _____

Procurement Timeframe Spending approval by 01/09/2025
 Contract execution by 20/09/2025
 Procurement expected to be finalised by 30/06/2026

Consultation

Corporate Procurement Probity and Risk Team
 Legal Services Division Probity Advisor Choose an item.
 Internal Budgets and FBP Team Other _____

Released under the Freedom of Information Act 1982 by the Department of Infrastructure, Transport, Regional Development, Communications, Sport and the Arts

| s 22(1)(a)(ii) | Through | Signature | Date |
|---|---------|-----------|-----------|
|  | | | 3/14/2025 |
| | | | 3/19/2025 |

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s 22(1)(a)(ii)

| | |
|------------------------------------|---|
| Approval to Approach Market | |
| Delegate Name | Adam Stankevicius |
| Delegate Signature | |
| Position | Assistant Secretary Date 19/25 |
| Approval | Agreed / Not Agreed <i>The Delegate is satisfied that this proposal is consistent with the Public Governance, Performance and Accountability Act 2013 (PGPA Act) and the Commonwealth Procurement Rules.</i> |
| | Approved / Not Approved <i>The Delegate approves an allocation of up to \$600,000.00 GST incl. to this procurement, for the period from 20/09/2025-30/06/2026.</i> |
| | Agreed / Not Agreed <i>The Delegate is satisfied the proposed procurement represents value for money.</i> |
| | Agreed / Not Agreed <i>The Delegate agrees that the post controls non-financial risk rating for this procurement is assessed as LOW.</i> |
| | Agreed / Not Agreed <i>The Delegate approves releasing the procurement to market in accordance with this proposal.</i> |
| | Noted <i>The Delegate notes that, following endorsement, approval will also be required via myWorkplace (SAP).</i> |
| | Procurement Officer Contact: |

Attachments Checklist

Y/N/NA

Approach to Market CCS will not be used for this ATM single quote only

Evaluation Plan

Risk Plan (if required)

Probity Plan (if required)

Others (as needed)



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From: s 22(1)(a)
To: s 47F
Cc: s 22(1)
Subject: Quote for filling of rock bags and installation [SEC=OFFICIAL]
Date: Monday, 8 September 2025 12:31:28 PM
Attachments: [image001.png](#)
[Bluemont Kyowa Rock Bags Nov 24.pdf](#)
[Filling Frame 4t.pdf](#)
[Filling Frame 8t.pdf](#)

OFFICIAL

Good Morning s

Can you please provide me a quotation for the below scope :

- a. Transfer filling frames from CIP – new filling site.
- b. Filling of 332, 4 tonne rock bags to manufactures specifications, ensuring all bags are tied correctly.
- c. Filling of 60, 8 tonne rock bags to manufactures specifications, ensuring all bags are tied correctly.
- d. Filling of 6, 1 tonne rock bags to manufactures specifications, ensuring all bags are tied correctly.
- e. Storing of filled rock bags till installation date
- f. Crane hire for transferring 4-8 tonne rock bags from site to truck, for delivery to Flying Fish Cove
- g. Transportation of all filled rock bags to flying fish cove site or to designated storage area (To be discussed)
- h. Traffic management including shire notification. Contractor to notify public of works. Department to notify using IOT news
- i. Cutting stone nib wall for crane access and re-installation at the end of the project. (site discussion and mark out)
- j. Excavation of sand on beach side of the wall
- k. Installation of geo fabric. (provided by department)
- l. Installation of rock bags as per engineered plans in Flying fish cove. using 80T crane. Approx. a 180m portion of varying heights . (drawings will be signed off in the coming weeks)
- m. Back fill to create a level surface
- n. Site demobilisation

Bag Information:

4 tonne 2W Rock Bag:

- Empty bag weighs 16kg.
- Filled bag weighs approximately 4t.
- Lifting rings supplied with each bag, the lifting rings deploy with the bags permanently.
- Rock Details:

- Rock fill required is 2.5m³ per rock bag.
- Rock size 50mm to 150mm (can be up to 175mm but 150mm is preferable).
- Rock is best when it has a round / sphere shape rather than flat.
- Rock does not need to be rumbled or smoothed.
- Gravity of rock to be at least 2.6.
- Size when deployed is approximately 2400mm diameter by 600mm high.
- Area of each bag is 4.53m².

8 tonne 2W Rock Bag:

- Empty bag weighs 45kg.
- Filled bag weighs approximately 8t.
- Lifting rings supplied with each bag, the lifting rings deploy with the bags permanently.
- Rock Details:
 - Rock fill required is 5.0m³ per rock bag.
 - Rock size 75mm to 200mm.
 - Rock is best when it has a round / sphere shape rather than flat.
 - Rock does not need to be rumbled or smoothed.
 - Gravity of rock to be at least 2.6.
- Size when deployed is approximately 3000mm diameter by 700mm high.
- Area of each bag is 7.07m².

Short Video Explanations:

- Filling Rock Bags - <https://www.youtube.com/watch?v=YibRZndV81k>
- Filling Frames: smooth edges explained <https://youtu.be/k6w3f6N8ToE>
- Deployment - <https://youtu.be/gMHF7DeTnlM> or https://youtu.be/BHeazgw_7pc
- Swansea – recent, local and easily observed marine growth example - <https://www.bluemont.com.au/erosion/kyowa-rock-filter-bags/videos/>

s 22(1)(a)(ii)

Senior Projects Officer - Indian Ocean Territories Administration • Indian Ocean Territories Branch • Territories Division

E: s 22(1)(a) [@infrastructure.gov.au](mailto:s 22(1)(a)@infrastructure.gov.au)

P: +s 22(1)(a)(ii)

M: s 22(1)(a)

PO Box 868, Christmas Island 6798

Department of Infrastructure, Transport, Regional Development, Communications, Sport and the Arts

CONNECTING AUSTRALIANS • ENRICHING COMMUNITIES • EMPOWERING REGIONS

infrastructure.gov.au



I acknowledge the traditional custodians of this land on which we meet, work and live.

I recognise and respect their continuing connection to the land, waters and communities.

I pay my respects to Elders past and present and to all Aboriginal and Torres Strait Islander people.

OFFICIAL



Australian Government

Rock bag installation for sea wall protection project Commonwealth Contract – Services

Reference ID: 10031731

Customer

Customer Name: Department of Infrastructure, Transport, Regional
Development, Communications, Sport and the Arts
Customer ABN: 86 267 354 017
Address: PO Box 868
Christmas Island Indian Ocean WA 6798

Supplier

Full Name of the Legal Entity: Christmas Island Engineering & Maintenance Pty Ltd
Supplier ABN: 64 123 176 358
Supplier ACN: 123 176 358
Address: PO Box 666
Christmas Island WA 6798

Statement of Work

C.A.1 Key Events and Dates

This Contract commences on the Contract Start Date or the date this Contract is executed, whichever is the latter, and continues for the Contract Term unless it is terminated earlier.

| Event | Details |
|----------------------------|--|
| Contract Start Date: | Execution of contract |
| Contract Term: | This Contract will terminate on, 31 st December 2025. |
| Contract Extension Option: | The Contract Term will not be extended. |

C.A.2 The Requirement

- a. Transfer filling frames from CIP to Acker Yard
- b. Filling of 332, 4 tonne rock bags to manufacturer's specifications, ensuring all bags are tied correctly.
- c. Filling of 60, 8 tonne rock bags to manufacturer's specifications, ensuring all bags are tied correctly.
- d. Filling of 6, 1 tonne rock bags to manufacturer's specifications, ensuring all bags are tied correctly.

Dolomitic rock to be used as filling material

NOTE: If bags get damaged or have a small tear, damaged area needs to be sewed by competent person with supplied dyneema prior to installation.

- e. Storing of filled rock bags until installation date
- f. Crane hire for transferring 4-8 tonne rock bags from Ackers yard to truck.
- g. Transportation of all filled rock bags to flying fish cove site or to designated storage area at CI airport.
- h. Traffic management for Jalan Pantai including shire notification. Contractor to notify public of works. Department to notify using IOT news. Shutting of Jalan Pantai must be done in consultation with Ports and IOOC.
- i. Cutting stone nib wall for crane access and reinstatement at the end of the project. (site discussion and mark out)
- j. Excavation of sediment material on beach side of the sea wall
- k. Installation of geo fabric. (provided by department)
- l. Installation of rock bags as per engineered plans in Flying Fish Cove using 80T crane. Approx. a 180m portion of varying heights. This project will be split into two sections Northern section Approx. 100M toe footing at 1.5 m high and Southern section Approx. 80M at 3M high. (drawings will be signed off in the coming weeks)
- m. Back fill behind rock bags to create a level surface
- n. Site demobilisation

C.A.2(a) Commonwealth Supplier Code of Conduct

The Commonwealth expects its suppliers to conduct themselves with high standards of ethics such that they consistently act with integrity and accountability. The Commonwealth Supplier Code of Conduct (Code) outlines the Commonwealth's minimum expectations of suppliers and their subcontractors while under contract with the Commonwealth.

The Supplier must comply with Commonwealth Contract Terms [Clause C.C.23], which creates a number of obligations in connection with the Code. Without limiting the requirements in Commonwealth Contract Terms [Clause C.C.23.2b], during the term of the Contract, the Supplier must provide the information specified below (if any) to the Customer in connection with its compliance with the Code:

Further information on the Code can be found at:

<https://www.finance.gov.au/government/procurement/commonwealth-supplier-code-conduct>.

C.A.2(b) Standards

The Supplier must ensure that any goods and services provided under this Contract comply with all applicable Australian standards and any Australian and international standards specified in this Statement of Work. The Supplier must ensure that it obtains copies of all relevant certifications and maintains records evidencing its compliance with those standards. If requested by the Customer, the Supplier must enable the Customer, or an independent assessor, to conduct periodic audits to confirm compliance with those standards.

Web Content Accessibility

As applicable, the Supplier must ensure that any website, associated material and/or online publications (where applicable) complies with the Web Content Accessibility Guidelines available at: <https://www.w3.org/WAI/intro/wcag>.

C.A.2(c) Security Requirements

None Specified

C.A.2(d) Work Health and Safety

Prior to commencement of this Contract, the Customer's Contract Manager and the Supplier's Contract Manager will identify any potential work health and safety (WHS) issues anticipated to arise during the term of this contract and assign management of each issue identified to the party best able to manage it. For all issues assigned to the Supplier, the Supplier will provide the Customer with a WHS plan for approval and no work will commence until the plan is approved unless agreed in writing by the Customer.

Throughout the Contract Term, the Customer and the Supplier will proactively identify and cooperate to manage any WHS issues that arise.

If an event occurs in relation to the Supplier's work under this contract that leads, or could lead, to the death, an injury or illness to a person, or dangerous incident (**Notifiable Incident**), the Supplier must:

- a. immediately report the matter to the Customer, including all relevant details that are known to the Supplier;
- b. as soon as possible after the Notifiable Incident, investigate the Notifiable Incident to determine, as far as it can reasonably be done:
 - i. its cause; and
 - ii. what adverse effects (if any) it will have on the Supplier's work under this contract, including adverse effects on risks to health and safety;
- c. as soon as possible after the Notifiable Incident, take all reasonable steps to remedy any effects of the Notifiable Incident on health and safety;
- d. as soon as possible after the Notifiable Incident, take all reasonable steps (including by instituting procedures and systems) to ensure that an event or circumstance of the kind that led to the Notifiable Incident does not recur;
- e. within 2 Business Days after the Notifiable Incident, give the Commonwealth a written report providing further details of the Notifiable Incident, including the results of the investigations required in paragraph (b) above, and a statement of the steps the Supplier has taken or that the Supplier proposes to take as required in paragraph (c) and (d) above, and
- f. within 3 months after the Notifiable Incident, give the Customer a written report giving full details of its actions in relation to the Notifiable Incident.

The Supplier must fully co-operate, at the Supplier's own cost, with any investigation by any government agency (including the Commonwealth) with respect to a Notifiable Incident, including parliamentary inquiries, boards of inquiry and coroner's investigations.

The Supplier must complete all relevant Job Safety/Hazard Analysis (JSA) and Safe Work Method Statements (SMWS) prior to work commencing.

Contractor WHS & Environmental Near Miss Reporting Schedule

All contractors working on site must comply with the following reporting requirements for any **Work Health & Safety (WHS)** or **Environmental near miss** incidents.

Immediate Reporting (Contractor Responsibility)

- Report any WHS or Environmental near miss **immediately to the Project manager (Ryan Furtado)**.
- Where the incident presents an immediate hazard, stop work and make the area safe before resuming.

C.A.2(e) Delivery and Acceptance

Where the Customer rejects any deliverables under Clause C.C.11 [*Delivery and Acceptance*] the Customer will specify a timeframe in which the Supplier is required to rectify deficiencies, at the Supplier's cost, so that the deliverables meet the requirements of this Contract. The Supplier must comply with any such requirement. Rectified deliverables are subject to acceptance under Clause C.C.11 [*Delivery and Acceptance*].

The Supplier will refund all payments related to the rejected deliverables unless the relevant deliverables are rectified and accepted by the Customer.

If the Supplier is unable to meet the Customer's timeframe, the Customer may terminate this Contract in accordance with Clause C.C.16 [*Termination for Cause*].

C.A.2(f) Meetings

Onsite meeting following first bag being filled

Pre start meeting prior commencement of both north and south portions of the project

C.A.2(g) Facilities and Assistance Offered by the Customer

The Customer will not make any facilities or assistance available to the Supplier.

C.A.2(h) Customer Material

The Customer will supply 390 rock bags and Geo fabric.

C.A.2(i) Conflicts of Interest

The Supplier has declared that it has no Conflicts of Interest relevant to the performance of its obligations under this Contract.

C.A.2(j) Public Interest Disclosure

For information about how to make a Public Interest Disclosure, please refer to the information provided on the Customer's website: www.ombudsman.gov.au/complaints/public-interest-disclosure-whistleblowing...

All Public Interest Disclosure matters (relating to this procurement) should be referred to:

| | |
|----------------|---|
| Email Address: | s [redacted]@infrastructure.gov.au 22(1) |
| Telephone: | s 22(1)(a)(ii) [redacted] |

C.A.2(k) Complaints Handling

For information about how to make a complaint, please refer to the information provided on the Customer's website: .

Any complaints relating to this procurement should be referred to:

| | |
|----------------|---------------------------------------|
| Email Address: | s 22(1)(a)(ii) @infrastructure.gov.au |
|----------------|---------------------------------------|

If your issue is not resolved refer <https://www.finance.gov.au/business/procurement/complaints-handling-charter-complaints> for more information relating to complaints.

Released under the Freedom of Information Act 1982 by the Department of Infrastructure, Transport, Regional Development, Communications, Sport and the Arts

C.A.3 Contract Price

Subject to this Agreement, the Fees payable, will not exceed a maximum of \$542,072.00 (GST inclusive) for deliverables as listed in contract.

| Due Date | Milestone Description | Total Price GST Inclusive |
|-----------------------|---|--------------------------------------|
| Execution of contract | 50% up front payment for mobilisation and materials | \$271,036.00 |
| Completion of works | Northern section | \$135,518.00 |
| Completion of works | Southern section | \$135,518.00 |

Maximum Total Fee for Services is up to \$542,072.00 GST Inclusive

C.A.3(a) Payment Schedule

The Total Fixed Fees and Charges will be made as a three payment on completion of contracted deliverables.

C.A.4 Contract Managers and Addresses for Notices

Contract Managers are responsible for issuing or accepting any written Notices under this Contract and are the contact points for general liaison.

C.A.4(a) Customer's Contract Manager:

The person occupying the position of: Senior Projects Officer
 Currently: s 22(1)(a)(ii)
 Telephone: s 22(1)(a)(ii)
 Email Address: s 22(1)(a)(ii)@infrastructure.gov.au
 Postal Address: PO Box 868
 Christmas Island Indian Ocean WA 6798

C.A.4(b) Customer's Address for Invoices:

Addressee Name/Position Title: Department of Infrastructure, Transport, Regional Development,
 Communications, Sport and the Arts
 Telephone: s 22(1)(a)(ii)
 Email Address: s 22(1)(a)(ii)@infrastructure.gov.au
 Postal Address: PO Box 868
 Christmas Island Indian Ocean WA 6798

The Customer's preferred method of invoicing is by email.

C.A.4(c) Supplier's Contract Manager:

Name: s 22(1)(a)(ii)
 Telephone: s 22(1)(a)(ii)
 Mobile: s 22(1)(a)(ii)
 Email Address: s 22(1)(a)(ii)@outlook.com
 Postal Address: PO Box 666
 Christmas Island WA 6798

C.A.4(d) Supplier's Address for Notices

Name: s 22(1)(a)(ii)
 Email Address: s 22(1)(a)(ii)@outlook.com.au
 Postal Address: PO Box 666
 Christmas Island WA 6798

C.A.5 Specified Personnel

Not Applicable

C.A.6 Subcontractors

None Specified

Additional Contract Terms

An executed contract will incorporate the Commonwealth Contract Terms and also the following Additional Contract Terms:

C.B.1 Intellectual Property

The Supplier owns the Intellectual Property Rights in the Material created under this Contract.

The Supplier grants to the Customer:

- a) a non-exclusive, irrevocable, royalty-free, perpetual, world-wide licence to exercise the Intellectual Property Rights in the Material provided under this Contract for any purpose and
- b) a right to sub-licence the rights in (a) above to third parties, including to the public under an open access or Creative Commons 'BY' licence.

The licence excludes the right of commercial exploitation by the Customer.

The Supplier warrants that it is entitled to grant this licence to the Customer; and that the provision of the Goods and/or Services and any Material by the Supplier under this Contract, and its use by the Customer, in accordance with this Contract, will not infringe any third party's Intellectual Property Rights and Moral Rights.

Intellectual Property Rights in Goods provided under this Contract or pre-existing Intellectual Property of the Supplier, set out below (if any), will not change as a result of this Contract.

Pre-Existing Intellectual Property of the Supplier

Not Applicable

C.B.2 Confidential Information of the Supplier

Not Applicable

C.B.3 Payment Terms

The Customer must pay the amount of a Correctly Rendered Invoice to the Supplier within twenty (20) calendar days after receiving it, or if this day is not a Business Day, on the next Business Day.

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C.C.1 Background

- 1.1 The Customer requires the provision of certain Goods and/or Services. The Supplier has fully informed itself on all aspects of the Customer's requirements and has responded representing that it is able to meet the Requirement.
- 1.2 Some terms used in these Commonwealth Contract Terms have been given a special meaning. Their meanings are set out in the Commonwealth Contracting Suite (CCS) Glossary and Interpretation or in the Contract.

C.C.2 Relationship of the Parties

- 2.1 By virtue of this Contract, neither Party is the employee, agent, officer or partner of the other Party nor authorised to bind or represent the other Party.
- 2.2 Each Party must ensure that its officers, employees, agents or Subcontractors do not represent themselves as being an officer, employee, partner or agent of the other Party.
- 2.3 In all dealings related to the Contract, the Parties agree to:
- a) communicate openly with each other and cooperate in achieving the contractual objectives
 - b) act honestly and ethically
 - c) comply with reasonable commercial standards of fair conduct
 - d) consult, cooperate and coordinate activities to identify and address any overlapping work health and safety responsibilities aimed at ensuring the health and safety of workers and workplaces, and
 - e) comply with all reasonable directions and procedures relating to work health and safety, record keeping and security in operation at each other's premises or facilities whether specifically informed or as might reasonably be inferred from the circumstances.

C.C.3 Conflicts of Interest

- 3.1 The Supplier warrants that, other than as previously declared in writing to the Customer at the commencement of the Contract, no Conflicts of Interest exist, relevant to the performance by the Supplier of its obligations under the Contract.
- 3.2 At any time during the term of the Contract, the Customer may require the Supplier to execute a Conflicts of Interest declaration in the form specified by the Customer.
- 3.3 As soon as the Supplier becomes aware that a Conflict of Interest has arisen, or is likely to arise during the term of the Contract, the Supplier will:
- a) immediately report it to the Customer
 - b) provide the Customer with a written report setting out all relevant information within three (3) Business Days, and
 - c) comply with any reasonable requirements notified by the Customer relating to the Conflict of Interest.
- 3.4 If the Supplier fails to notify the Customer as set out in this clause or does not comply with the

Customer's reasonable requirements to resolve or manage Conflicts of Interest, the Customer may terminate or reduce the scope of the Contract in accordance with C.C.16 [Termination for Cause].

C.C.4 Precedence of Documents

- 4.1 The Contract is comprised of:
- a) Additional Contract Terms (if any)
 - b) if the Contract is issued under a DoSO, the Contract Details Schedule
 - c) Statement of Work
 - d) Commonwealth Contract Terms
 - e) CCS Glossary and Interpretation, and
 - f) additional Contract annexes (if any), unless otherwise agreed in writing between the Parties.
- 4.2 If there is ambiguity or inconsistency between documents comprising the Contract, the document appearing higher in the list will have precedence to the extent of the ambiguity or inconsistency.
- 4.3 The Contract may be signed and dated by the Parties on separate, but identical, copies. All signed copies constitute one (1) Contract.

C.C.5 Governing Law

- 5.1 The laws of the Australian Capital Territory apply to the Contract.

C.C.6 Entire Agreement

- 6.1 The Contract represents the Parties' entire agreement in relation to the subject matter, at the time this Contract was executed.
- 6.2 Anything that occurred before the making of this Contract shall be disregarded (unless incorporated into the Contract in writing). However, the Supplier represents that the claims made in its Response to the ATM or the RFQ as relevant remain correct.
- 6.3 Any agreement or understanding to vary or extend the Contract will not be legally binding upon either Party unless in writing and agreed by both Parties.
- 6.4 If either Party does not exercise (or delays in exercising) any of its contractual rights, that failure or delay will not prejudice those rights.

C.C.7 Survival

- 7.1 All Additional Contract Terms (if any), plus clauses: C.C.14 [Liability of the Supplier] C.C.17 [Supplier Payments] C.C.20 [Transition Out], and C.C.21 [Compliance with Law and Policy], survive termination or expiry of the Contract.

C.C.8 Notices

- 8.1 A Notice is deemed to be delivered:
- a) if delivered by hand - on delivery to the relevant address
 - b) if sent by registered post - on delivery to the relevant address, or
 - c) if transmitted by email or other electronic means when it becomes capable of being retrieved by the addressee at the relevant email or other electronic address.
- 8.2 A Notice received after 5:00 pm, or on a day that is not a working day in the place of receipt, is

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deemed to be delivered on the next working day in that place.

C.C.9 Assignment

- 9.1 The Supplier may not assign any rights under the Contract without the Customer's written consent. To seek consent, the Supplier must provide the Customer with a Notice, which includes full details of the proposed assignee and the rights the Supplier proposes to assign.
- 9.2 To decline consent, the Customer must provide a Notice to the Supplier, setting out its reasons, within twenty (20) Business Days, or such other time as agreed between the Parties, of receiving the Notice seeking consent. Otherwise, the Customer is taken to have consented.

C.C.10 Subcontracting

- 10.1 Subcontracting any part of, or the entire Supplier's obligations under the Contract, will not relieve the Supplier from any of its obligations under the Contract.
- 10.2 The Supplier must ensure that Subcontractors specified in the Contract (if any) perform that part of the Services specified in the Contract. The Supplier must not subcontract any part of its obligations under the Contract, or replace approved Subcontractors, without prior written consent of the Customer. The Customer's written consent will not be unreasonably withheld.
- 10.3 At the Customer's request, the Supplier, at no additional cost to the Customer, must promptly remove from involvement in the Contract any Subcontractor that the Customer reasonably considers should be removed.
- 10.4 The Supplier must make available to the Customer the details of all Subcontractors engaged to provide the Goods and/or Services under the Contract. The Supplier acknowledges that the Customer may be required to publicly disclose such information.
- 10.5 The Supplier must ensure that any subcontract entered into by the Supplier, for the purpose of fulfilling the Supplier's obligations under the Contract, imposes on the Subcontractor the same obligations that the Supplier has under the Contract (including this requirement in relation to subcontracts).

C.C.11 Delivery and Acceptance

- 11.1 The Supplier must provide the Goods and/or Services as specified in the Contract and meet any requirements and standard specified in the Contract.
- 11.2 The Supplier must promptly notify the Customer if the Supplier becomes aware that it will be unable to provide all or part of the Goods and/or Services specified in the Contract and advise the Customer when it will be able to do so.
- 11.3 Any Goods must be delivered free from any security interest. Unless otherwise stated in the Contract, Goods must be new and unused. Any Services must be provided to the higher of the standard that would be expected of an experienced, professional supplier of similar

services and any standard specified in the Contract.

- 11.4 The Customer may reject the Goods and/or Services within ten (10) Business Days after delivery or such longer period specified in the Contract ("Acceptance Period"), if the Goods and/or Services do not comply with the requirements of the Contract.
- 11.5 If during the Acceptance Period circumstances outside the Customer's reasonable control cause a delay in the Customer's evaluation of the compliance of the Goods and/or Services with the Contract, the Customer may give the Supplier a Notice before the end of the original Acceptance Period, setting out the reason for the delay and the revised Acceptance Period date (which must be reasonable having regard to the circumstances causing the delay).
- 11.6 If the Customer does not notify the Supplier of rejection within the Acceptance Period (as extended if applicable), the Customer will be taken to have accepted the Goods and/or Services, though the Customer may accept the Goods and/or Services sooner. Title to Goods transfers to the Customer only on acceptance.
- 11.7 If the Customer rejects the Goods and/or Services, the Customer must issue a Notice clearly stating the reason for rejection and the remedy the Customer requires. No payment will be due for rejected Goods and/or Services until their acceptance.

C.C.12 Licences Approvals and Warranties

- 12.1 At no cost to the Customer, the Supplier must obtain and maintain all Intellectual Property Rights, licences or other approvals required for the lawful provision of the Goods and/or Services and arrange any necessary customs entry for any Goods.
- 12.2 The Supplier must provide the Customer with all relevant third party warranties in respect of Goods. If the Supplier is a manufacturer, the Supplier must provide the Customer with all standard manufacturer's warranties in respect of the Goods it has manufactured and supplied.
- 12.3 To the extent permitted by laws and for the benefit of the Customer, the Supplier consents, and must use its best endeavours to ensure that each author of Material consents in writing, to the use by the Customer of the Material, even if the use may otherwise be an infringement of their Intellectual Property Rights and/or Moral Rights.

C.C.13 Specified Personnel

- 13.1 The Supplier must ensure that the Specified Personnel set out in the Contract (if any) perform the part of the Services specified in that item. The Supplier must ensure that Specified Personnel (if any) are not replaced without the prior written consent of the Customer. The Customer's written consent will not be unreasonably withheld.
- 13.2 At the Customer's reasonable request, the Supplier, at no additional cost to the Customer, must as soon as reasonably practicable replace

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any Specified Personnel that the Customer reasonably considers:

- a) is not performing the Supplier's obligations under the Contract to the standard or within the timeframe reasonably required by the Customer
- b) is not a fit and proper person, or
- c) is not suitably qualified to perform the Services.

13.3 Any Specified Personnel must be replaced with personnel that are acceptable to the Customer.

C.C.14 Liability of the Supplier

- 14.1 The Supplier will indemnify the Customer for any damage claim, cost or loss resulting from any negligent or wilful breach of its obligations or representations under the Contract by the Supplier or its officers, employees, agents or Subcontractors.
- 14.2 The Supplier's obligation to indemnify the Customer will reduce proportionally to the extent that the Customer has contributed to the claim, cost or loss.
- 14.3 Where the Supplier is a member of a scheme operating under Schedule 4 of the *Civil Law (Wrongs) Act 2002 (ACT)*, or any corresponding Commonwealth, State, Territory or legislation that limits civil liability arising from the performance of their professional services, and where that scheme applies to the Goods and/or Services delivered under the Contract, the Supplier's liability under this clause shall not exceed the maximum amount specified by that scheme or legislation.
- 14.4 The Supplier will maintain adequate insurances for the Contract and provide the Customer with proof when reasonably requested.

C.C.15 Termination or Reduction for Convenience

- 15.1 In addition to any other rights either Party has under the Contract,
 - a) the Customer acting in good faith, may at any time, or
 - b) the Supplier, acting in good faith, may notify that it wishes to,
 terminate the Contract or reduce the scope or quantity of the Goods and/or Services by providing a Notice to the other Party.
- 15.2 If the Supplier issues a Notice under this clause, the Supplier must comply with any reasonable directions given by the Customer. The Contract will terminate, or the scope will be reduced in accordance with the Notice, when the Supplier has complied with all of those directions.
- 15.3 If the Customer issues a Notice under this clause, the Supplier must stop or reduce work in accordance with the Notice and comply with any reasonable directions given by the Customer.
- 15.4 In either case, the Supplier must mitigate all loss and expenses in connection with the termination or reduction in scope (including the costs of its compliance with any directions). The Customer will pay the Supplier for Goods and/or Services accepted in accordance with C.C.11 [Delivery and

Acceptance] and the Contract before the effective date of termination or reduction.

- 15.5 If the Customer issues a Notice under this clause, the Customer will also pay the Supplier for any reasonable costs the Supplier incurs that are directly attributable to the termination or reduction, provided the Supplier substantiates these costs to the satisfaction of the Customer.
- 15.6 Under no circumstances will the total of all payments to the Supplier exceed the Contract Price. The Supplier will not be entitled to loss of anticipated profit for any part of the Contract not performed.

C.C.16 Termination for Cause

- 16.1 The Customer may issue a Notice to immediately terminate or reduce the scope of the Contract if:
 - a) the Supplier does not deliver the Goods and/or Services as specified in the Contract, or notifies the Customer that the Supplier will be unable to deliver the Goods and/or Services as specified in the Contract
 - b) the Customer rejects the Goods and/or Services in accordance with C.C.11 [Delivery and Acceptance] and the Goods and/or Services are not remedied as required by the Notice of rejection
 - c) the Supplier breaches a material term of the Contract and the breach is not capable of remedy
 - d) the Supplier does not remediate a material breach of the Contract which is capable of remediation within the period specified by the Customer in a Notice of default issued to the Supplier, or
 - e) subject to the Customer complying with any requirements in the *Corporations Act 2001 (Cth)*, the Supplier:
 - i. is unable to pay all its debts when they become due
 - ii. if incorporated – has a liquidator, receiver, administrator or other controller appointed or an equivalent appointment is made under legislation other than the *Corporations Act 2001 (Cth)*, or
 - iii. if an individual – becomes bankrupt or enters into an arrangement under *Part IX or Part X of the Bankruptcy Act 1966 (Cth)*.
- 16.2 Termination of the Contract under this clause does not change the Customer's obligation to pay any Correctly Rendered Invoice.

C.C.17 Supplier Payments

- 17.1 If the Supplier is required to submit an invoice to trigger payment, the invoice must be a Correctly Rendered Invoice.
- 17.2 The Supplier must promptly provide to the Customer such supporting documentation and other evidence reasonably required by the Customer to substantiate performance of the Contract by the Supplier.

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| <p>17.3 Payment of any invoice is payment on account only, and does not substantiate performance of the Contract.</p> <p>17.4 If the Supplier owes any amount to the Customer in connection with the Contract, the Customer may offset that amount, or part of it, against its obligation to pay any Correctly Rendered Invoice.</p> <p>C.C.18 Dispute Resolution</p> <p>18.1 For any dispute arising under the Contract both the Supplier and the Customer agree to comply with (a) to (e) of this clause sequentially:</p> <ul style="list-style-type: none"> a) both Contract Managers will try to settle the dispute by direct negotiation b) If unresolved within five (5) Business Days, the Contract Manager claiming that there is a dispute will give the other Contract Manager a Notice setting out details of the dispute and proposing a solution. The date the dispute Notice is issued will be the date of the Notice ("Notice Date") c) if the proposed solution is not accepted by the other Contract Manager within five (5) Business Days of the Notice Date, each Contract Manager will nominate a more senior representative, who has not had prior direct involvement in the dispute. These representatives will try to settle the dispute by direct negotiation d) failing settlement within twenty (20) Business Days of the Notice Date, the Customer will, without delay, refer the dispute to an appropriately qualified mediator selected by the Customer or, at the Customer's discretion, to the chairperson of an accredited mediation organisation to appoint a mediator, for mediation to commence within thirty (30) Business Days of the Notice Date or such other period as agreed by the Parties, and e) If the dispute is not resolved within sixty (60) Business Days of the Notice Date, either the Supplier or the Customer may commence legal proceedings or, by agreement, continue the mediation process for a period agreed by the Parties. <p>18.2 Representatives for the Supplier and the Customer must attend the mediation. The nominated representatives must have the authority to bind the relevant Party and act in good faith to genuinely attempt to resolve the dispute.</p> <p>18.3 The Supplier and the Customer will each bear their own costs for dispute resolution. The Customer will bear the costs of a mediator.</p> <p>18.4 Despite the existence of a dispute, the Supplier will continue their performance under the Contract unless requested in writing by the Customer not to do so.</p> <p>18.5 This procedure for dispute resolution does not apply to action relating to C.C.16 [Termination for Cause] or to legal proceedings for urgent interlocutory relief.</p> | <p>C.C.19 Transition In</p> <p>19.1 The Supplier must perform all tasks reasonably required to facilitate the smooth transition of the provision of the Goods and/or Services from any outgoing supplier to the Supplier.</p> <p>C.C.20 Transition Out</p> <p>20.1 If the Contract expires or is terminated under C.C.16 [Termination for Cause] the Supplier must comply with any reasonable directions given by the Customer in order to facilitate the smooth transition of the provision of the Goods and/or Services to the Customer or to another supplier nominated by the Customer.</p> <p>C.C.21 Compliance with Law and Policy</p> <p>21.1 The Supplier must comply with, and ensure its officers, employees, agents and Subcontractors comply with all laws applicable to the performance of this Contract and warrants that it will not cause the Customer to breach any laws.</p> <p>21.2 The Supplier must comply with, and ensure its officers, employees, agents and Subcontractors comply with any Commonwealth policies relevant to the Goods and/or Services.</p> <p>21.3 The Supplier agrees to provide such reports and other information regarding compliance with applicable law and Commonwealth policy as reasonably requested by the Customer or as otherwise required by applicable law or policy.</p> <p>21.4 If the Supplier becomes aware of any actual or suspected breach of the requirements set out in 21.A to 21.J below, or any other applicable law or Commonwealth policy, it must:</p> <ul style="list-style-type: none"> a) immediately report it to the Customer and provide a written report on the matter within three (3) Business Days unless otherwise set out in these Terms, and b) comply with any reasonable directions by the Customer in relation to any investigation or further reporting of the actual or suspected breach. <p>21.A Access to Supplier's Premises and Records</p> <p>A.1 The Supplier must maintain and ensure its Subcontractors maintain proper business and accounting records relating to the supply of the Goods and/or Services and performance of the Contract.</p> <p>A.2 The Supplier agrees to provide to the Customer, or its nominee, access to the Supplier's or its Subcontractor's premises, personnel, computer systems, documents and other records, and all assistance reasonably requested, for any purpose associated with the Contract or any review of the Supplier's or the Customer's performance under the Contract, including in connection with a request made under the <i>Freedom of Information Act 1982</i> (Cth) or an audit or review by the Australian National Audit Office.</p> <p>A.3 Unless the access is required for an urgent purpose, the Customer will provide reasonable prior notice to the Supplier.</p> <p>A.4 If requested by the Supplier, the Customer will reimburse the Supplier's substantiated reasonable</p> |
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cost for complying with the Customer's request, unless the access is required for the purpose of a criminal investigation into the Supplier, its officers, employees, agents or Subcontractors.

- A.5 The Supplier must not transfer, or permit the transfer of, custody or ownership, or allow the destruction, of any Commonwealth record (as defined in the *Archives Act 1983* (Cth)) without the prior written consent of the Customer. All Commonwealth records, including any held by Subcontractors, must be returned to the Customer at the conclusion of the Contract.

21.B Privacy Act 1988 (Cth) Requirements

- B.1 In providing the Goods and/or Services, the Supplier agrees to comply, and to ensure that its officers, employees, agents and Subcontractors comply with the *Privacy Act 1988* (Cth) and not to do anything, which if done by the Customer would breach an Australian Privacy Principle as defined in that Act.

21.C Notifiable Data Breaches

- C.1 If the Supplier suspects that there may have been an Eligible Data Breach in relation to any Personal Information held by the Supplier as a result of the Contract, the Supplier must:
- a) immediately report it to the Customer and provide a written report within three (3) Business Days, and
 - b) carry out an assessment in accordance with the requirements of the *Privacy Act 1988* (Cth).
- C.2 Where the Supplier is aware that there has been an Eligible Data Breach in relation to the Contract, the Supplier must:
- c) take all reasonable action to mitigate the risk of the Eligible Data Breach causing serious harm to any individual to whom the Personal Information relates
 - d) take all other action necessary to comply with the requirements of the *Privacy Act 1988* (Cth), and
 - e) take any other action as reasonably directed by the Customer.

21.D Personal Information

- D.1 The Supplier agrees to provide the Customer, or its nominee, relevant information (including personal information) relating to the Supplier, its officers, employees, agents or Subcontractors, for the purposes of preventing, detecting, investigating or dealing with a fraud or security incident relating to a Contract.
- D.2 When providing personal information of a natural person under this clause, the Supplier warrants it will have obtained the consent of or provided reasonable notification to the person in accordance with the *Privacy Act 1988* (Cth).
- D.3 Nothing in these clauses limits or derogates from the Supplier's obligations under the *Privacy Act 1988* (Cth).

21.E Confidential Information

- E.1 The Supplier agrees not to disclose to any person, other than the Customer, any Confidential Information relating to the Contract or the Goods and/or Services, without prior written approval from the Customer.
- E.2 This obligation will not be breached where:
- a) the relevant information is publicly available (other than through breach of a confidentiality or non-disclosure obligation), or
 - b) the Supplier is required by law, an order of the court or a stock exchange to disclose the relevant information, but any such request must be reported by Notice to the Customer without delay and the text of the disclosure provided in writing to the Customer as soon as practicable.
- E.3 The Customer may at any time require the Supplier to arrange for its officers, employees, agents or Subcontractors to give a written undertaking relating to nondisclosure of the Customer's Confidential Information in a form acceptable to the Customer.
- E.4 The Customer will keep any information in connection with the Contract confidential to the extent it has agreed in writing to keep such specified information confidential.
- E.5 The Customer will not be in breach of any confidentiality agreement if the Customer discloses the information for the purposes of managing the Contract or if it is required to disclose the information by law, a Minister or a House or Committee of Parliament, or for accountability or reporting purposes.

21.F Security and Safety

- F.1 When accessing any Commonwealth place, area or facility, the Supplier must comply with any security and safety requirements notified to the Supplier by the Customer or of which the Supplier is, or should reasonably be aware. The Supplier must ensure that its officers, employees, agents and Subcontractors are aware of, and comply with, such security and safety requirements.
- F.2 If directed by the Customer, the Supplier and its officers, employees, agents and Subcontractors are required to undertake a security briefing prior to being able to work inside a Commonwealth office, area or facility.
- F.3 The Supplier must ensure that all information, material and property provided by the Customer for the purposes of the Contract is protected at all times from unauthorised access, use by a third party, misuse, damage and destruction and is returned as directed by the Customer.
- F.4 The Supplier acknowledges that unauthorised disclosure of security-classified information is an offence. Legislation (including the *Criminal Code Act 1995* (Cth)) contains provisions relating to the protection of certain information and sets out the penalties for the unauthorised disclosure of that information.

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21.G Criminal Code

- G.1 The Supplier acknowledges that the giving of false or misleading information to the Commonwealth is a serious offence under section 137.1 of the schedule to the *Criminal Code Act 1995* (Cth).
- G.2 The Supplier must ensure that its officers, employees, agents and Subcontractors engaged in connection with the Contract are aware of the information contained in this clause.

21.H Fraud

- H.1 The Supplier must take all reasonable steps to prevent and detect Fraud in relation to the performance of this Contract. The Supplier acknowledges the occurrence of Fraud will constitute a breach of this Contract.
- H.2 If an investigation finds that the Supplier or its officers, employees, agents or Subcontractors have committed Fraud, or the Supplier has failed to take reasonable steps to prevent Fraud, the Supplier must reimburse or compensate the Customer in full.

21.I Taxation

- I.1 The Supplier agrees to comply, and to require its subcontractors to comply, with all applicable laws relating to taxation.

21.J Public Interest Disclosure

- J.1 The Supplier must familiarise itself with the *Public Interest Disclosure Act 2013* (Cth) and acknowledges that public officials, including service providers and their Subcontractors under a Commonwealth contract, who suspect wrongdoing within the Commonwealth public sector may raise their concerns under the *Public Interest Disclosure Act 2013* (Cth).
- J.2 Information for disclosers is available at <https://www.ombudsman.gov.au/Our-responsibilities/making-a-disclosure>.

21.K National Anti-Corruption Commission Act 2022 (Cth) Requirements

- K.1 The Supplier acknowledges that in providing the Goods and/or Services to the Customer under the Contract, it is a contracted service provider for the purposes of the *National Anti-Corruption Commission Act 2022* (Cth) (NACC Act).
- K.2 The Supplier must comply with any reasonable request, policy or direction issued by the Customer and otherwise cooperate with the Customer in relation to any action taken by the Customer required or authorised by the NACC Act.

C.C.22 Notification of Significant Events

- 22.1 The Supplier must immediately issue the Customer a Notice on becoming aware of a Significant Event.
- 22.2 The Notice issued under clause 22.1 must provide a summary of the Significant Event, including the date that it occurred and whether any Specified Personnel or other personnel engaged in connection with the Goods and/or Services were involved.
- 22.3 The Customer may notify the Supplier in writing that an event is to be considered a Significant Event for the purposes of this clause, and where

this occurs the Supplier must issue a Notice under clause 22.1 in relation to the event within three (3) Business Days of being notified by the Customer.

- 22.4 Where reasonably requested by the Customer, the Supplier must provide the Customer with any additional information regarding the Significant Event within three (3) Business Days of the request.
 - 22.5 If requested by the Customer, the Supplier must prepare a draft remediation plan and submit that draft plan to the Customer's Contract Manager for approval within ten (10) Business Days of the request.
 - 22.6 A draft remediation plan prepared by the Supplier under clause 22.5 must include the following information:
 - a) how the Supplier will address the Significant Event in the context of the Goods and/or Services, including confirmation that the implementation of the remediation plan will not in any way impact on the delivery of the Goods and/or Services or compliance by the Supplier with its other obligations under the Contract, and
 - b) how the Supplier will ensure events similar to the Significant Event do not occur again, and
 - c) any other matter reasonably requested by the Customer.
 - 22.7 The Customer will review the draft remediation plan and either approve the draft remediation plan or provide the Supplier with the details of any changes that are required. The Supplier must make any changes to the draft remediation plan reasonably requested by the Customer and resubmit the draft remediation plan to the Customer for approval within three (3) Business Days of the request unless a different timeframe is agreed in writing by the Customer. This clause 22.7 will apply to any resubmitted draft remediation plan.
 - 22.8 Without limiting its other obligations under the Contract, the Supplier must comply with the remediation plan as approved by the Customer. The Supplier agrees to provide reports and other information about the Supplier's progress in implementing the remediation plan as reasonably requested by the Customer.
 - 22.9 A failure by the Supplier to comply with its obligations under this clause C.C.22 will be a material breach of the Contract. The Customer's rights under this clause C.C.22 are in addition to and do not otherwise limit any other rights the Customer may have under the Contract. The performance by the Supplier of its obligations under this clause C.C.22 will be at no additional cost to the Customer.
- C.C.23 Compliance with the Commonwealth Supplier Code of Conduct**
- 23.1 The Supplier must comply with, and ensure that it's officers, employees, agents and Subcontractors comply with, the Code in connection with the performance of this Contract.
 - 23.2 The Supplier must:

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| Commonwealth Contract Terms |
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- a) periodically monitor and assess its, and its officers', employees', and agents' compliance with the Code; and
 - b) on request from the Customer, promptly provide information regarding:
 - i. the policies, frameworks or systems it has established to monitor and assess compliance with the Code; and
 - ii. the Supplier's compliance with clause 23.1.
- 23.3 The Supplier must immediately issue the Customer a Notice on becoming aware of any breach of clause 23.1. The Notice must include a summary of the breach, the date that the breach occurred, and details of the personnel involved.
- 23.4 Where the Customer identifies a possible breach of clause 23.1, it may issue the Supplier a Notice, and the Supplier must, within three (3) Business Days of receiving the Notice, either:
- a) where the Supplier considers a breach has not occurred: advise the Customer that there has not been a breach and provide information supporting that determination; or
 - b) where the Supplier considers that a breach has occurred: issue a Notice under clause 23.3 and otherwise comply with its obligations under this clause C.C.23.
- 23.5 Notwithstanding clause 23.4, a Customer may notify the Supplier in writing that it considers that the Supplier has breached clause 23.1, in which case the Supplier must issue a Notice under clause 23.3 and otherwise comply with its obligations under this clause C.C.23.
- 23.6 A failure by the Supplier to comply with its obligations under any part of this clause will be a material breach of the Contract.
- 23.7 Nothing in this clause or the Code limits, reduces or derogates from the Supplier's other obligations under the Contract. The Customer's rights under this clause are in addition to and do not otherwise limit any other rights the Customer may have under the Contract. The performance by the Supplier of its obligations under this clause will be at no additional cost to the Customer.
- 23.8 The Supplier agrees that the Customer or any other Commonwealth agency may take into account the Supplier's compliance with the Code in any future approach to market or procurement process.



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Commonwealth Contracting Suite Glossary and Interpretation

Glossary

In the Commonwealth Contracting Suite (CCS):

“**Additional Contract Terms**” means the terms and conditions set out in the section of the Approach to Market, RFQ or the Contract as relevant with the heading ‘Additional Contract Terms’.

“**Additional DoSO Terms**” means the terms and conditions set out in the section of the DoSO with the heading ‘Additional DoSO Terms’.

“**Approach to Market**” or “**ATM**” means the notice inviting Potential Suppliers to participate in the relevant procurement.

“**Business Days**” means a day that is not a Saturday, a Sunday or a public holiday or bank holiday in the place concerned, as defined by the *Corporations Act 2001* (Cth), and also excludes the period between Christmas Day and New Year’s Day.

“**Closing Time**” means the closing time and date as specified in the Approach to Market.

“**Commonwealth Contracting Suite**” or “**CCS**” means the suite of proprietary documents developed for Commonwealth procurements.

“**Commonwealth Procurement Rules**” means the legislative instrument issued by the Finance Minister under section 105B of the *Public Governance, Performance and Accountability Act 2013* (PGPA Act), which establishes the framework under which entities govern and undertake their own procurement.

“**Commonwealth Supplier Code of Conduct**” or “**Code**” means the Commonwealth Supplier Code of Conduct, as published on 1 July 2024, as updated from time to time.

“**Confidential Information**” means any information that any Party does not wish to be shared outside those involved in the Contract or Standing Offer Arrangement. It can include anything that has been acquired, developed or made available to any of the Parties in the course of the relationship between the Parties. It includes, but is not limited to, information:

- a) specifically identified as confidential in the Contract or DoSO
- b) where disclosure would cause unreasonable detriment to the owner of the information or another party, or
- c) where the information was provided under an understanding that it would remain confidential.

“**Conflicts of Interest**” means any real or apparent situation where the personal interests of the Supplier, its officers, employees, agents or Subcontractors could improperly influence the Supplier’s performance of the Contract or DoSO as relevant.

“**Contract**” means the documents (specified in the Commonwealth Contract Terms or the Commonwealth Purchase Order Terms as relevant) as executed or amended from time to time by agreement in writing between the Supplier and the Customer.

“**Contract Details Schedule**” means the section in a Contract issued under the DoSO with the heading ‘Contract Details Schedule’.

“**Contract Manager**” means the ‘Contract Manager’ for the Customer or Supplier representative (as relevant) specified in the Contract.

“**Contract Price**” means the maximum contract price specified in the Contract, including any GST component payable, but does not include any simple interest payable on late payments.

“**Correctly Rendered Invoice**” means an invoice that:

- a) is correctly addressed and includes any purchase order number or other Customer reference advised by the Customer’s Contract Manager and the name and specified contact details of the Customer’s Contract Manager
- b) relates only to the Goods and/or Services that have been accepted by the Customer in accordance with the Contract or a payment or milestone schedule identified in the Contract
- c) is correctly calculated and charged in accordance with the Contract
- d) is for an amount which, together with previously Correctly Rendered Invoices, does not exceed the Contract Price, and
- e) is a valid tax invoice in accordance with the GST Act.

“**Customer**” means the party specified in the Contract as the Customer.

“**Deed of Standing Offer**” or “**DoSO**” means the documents (specified in the Commonwealth DoSO Terms) as executed or amended by agreement in writing between the Lead Customer and the Supplier.

Commonwealth Contracting Suite Glossary and Interpretation

“**Delivery and Acceptance**” means the process by which Goods and/or Services are delivered to the Customer and accepted by the Customer as meeting the terms specified in the Contract.

“**DoSO Manager**” means the ‘DoSO Manager’ for the Lead Customer or Supplier representative (as relevant) specified in the DoSO.

“**Electronic invoicing**” or “**elvoicing**” means the automated exchange of invoices directly between the Customer and Supplier’s software or financial systems via the Peppol network, as long as both Parties are Peppol elvoicing enabled.

“**Eligible Data Breach**” means an ‘Eligible Data Breach’ as defined in the *Privacy Act 1988* (Cth).

“**End Date**” means the date specified in the Contract or DoSO (as relevant) on which the agreement ceases.

“**Fraud**” means dishonestly obtaining a benefit from the Commonwealth or causing a loss to the Commonwealth by deception or other means and includes alleged, attempted, suspected or detected fraud.

“**General Interest Charge Rate**” means the general interest charge rate determined under section 8AAD of the *Taxation Administration Act 1953* (Cth) on the day payment is due, expressed as a decimal rate per day.

“**Goods and/or Services**” means:

- a) the Goods and/or Services and any Material, and
- b) all such incidental Goods and/or Services that are reasonably required to achieve the Requirement of the Customer,

as specified in the Contract and, where relevant, offered under a Standing Offer Arrangement.

“**GST**” means a Commonwealth goods and services tax imposed by the GST Act.

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

“**Indigenous Procurement Policy**” means the procurement connected policy as described at the National Indigenous Australians Agency website <https://www.niaa.gov.au/resource-centre/indigenous-affairs/indigenous-procurement-policy>.

“**Intellectual Property Rights**” means all intellectual property rights which may subsist in Australia or elsewhere, whether or not they are current or future or registered or capable of being registered, including without limitation in relation to, copyright, designs, trade marks (including unregistered marks), business and company names, domain names, databases, circuit layouts, patents, inventions, discoveries, know-how, trade secrets and confidential information, but excluding Moral Rights.

“**Lead Customer**” means the party specified in the DoSO as the Lead Customer.

“**Material**” means any material used or brought into existence as a part of, or for the purpose of producing the Goods and/or Services, and includes but is not limited to documents, equipment, information or data stored by any means.

“**Moral Rights**” means the rights in Part IX of the *Copyright Act 1968* (Cth), including the right of attribution, the right against false attribution and the right of integrity.

“**Notice**” means an official notice or communication under the Contract or DoSO (as relevant) in writing, from one Contract or DoSO Manager to the other Contract or DoSO Manager (as the case may be), at the postal address, or email address, or facsimile number set out in the Contract or DoSO or as notified by the relevant Party.

“**Peppol**” means the Pan-European Public Procurement On-Line framework as described at the Australian Taxation Office website <https://softwaredevelopers.ato.gov.au/elvoicing>.

“**Party**” or “**Parties**” means (as relevant) the Customer and Supplier specified in the Contract or the Lead Customer and Supplier specified in the DoSO.

“**Personal Information**” means information relating to a natural person as defined in the *Privacy Act 1988* (Cth).

“**Potential Customer**” means an Australian Government entity that is identified within the DoSO as being able to use the Standing Offer Arrangement.

“**Potential Supplier**” means any entity who is eligible to respond to an ATM.

“**Pricing Schedule**” means a schedule of maximum pricing rates that a Supplier can offer in an RFQ for Goods and/or Services as set out in the DoSO.

“**Public Interest Certificate**” means a certificate issued under section 22 of the *Government Procurement (Judicial Review) Act 2018* (Cth).

“**Referenced Material**” means any materials referenced in the ATM, including but not limited to, reports, plans, drawings or samples.

“**Request for Quote**” or “**RFQ**” means any notice inviting quotations to provide specific Goods and/or Services under the DoSO.

Commonwealth Contracting Suite Glossary and Interpretation

“**Required Capabilities**” means:

- a) in the DoSO ATM, the description of the Lead Customer’s required Goods and/or Services. These may be categorised into several descriptions of Required Capabilities.
- b) in the DoSO, the description of the Goods and/or Services that a Supplier is approved to offer.

“**Requirement**” means the description of the Goods and/or Services in:

- a) for the purposes of the Commonwealth ATM Terms, the section of the Approach to Market with the heading ‘The Requirement’
- b) for the purposes of the Commonwealth Contract Terms, the section of the Contract with the heading ‘The Requirement’, or
- c) for the purposes of the Commonwealth Purchase Order Terms, the Customer’s purchase order or similar ordering document setting out the Goods and/or Services.

“**Response**” means information provided by a Potential Supplier or Supplier demonstrating their capacity and capability to:

- a) provide the Requirement under the ATM or Request for Quote, or
- b) meet a Required Capability under the DoSO ATM.

“**Satisfactory**” in relation to the Shadow Economy Policy only, means the Statement of Tax Record meets the conditions set out in Part 6.b of the Shadow Economy Policy or, if the circumstances in Part 6.c of the Shadow Economy Policy apply, the conditions set out in Part 8 of the Shadow Economy Policy.

“**Shadow Economy Policy**” means the *Shadow economy – increasing the integrity of government procurement: Procurement connected policy guidelines March 2019* available at <https://treasury.gov.au/publication/p2019-t369466>.

“**Significant Event**” means:

- a) any adverse comments or findings made by a court, commission, tribunal or other statutory or professional body regarding the conduct or performance of the Supplier or its officers, employees, agents or Subcontractors that impacts or could be reasonably perceived to impact on their professional capacity, capability, fitness or reputation, or
- b) any other significant matters, including the commencement of legal, regulatory or disciplinary action involving the Supplier or its officers, employees, agents or Subcontractors, that may adversely impact on compliance with Commonwealth policy and legislation or the Commonwealth’s reputation.

“**Specified Personnel**” means personnel specified in the Contract, or who are accepted by the Customer in accordance with clause C.C.13 [Specified Personnel].

“**Standing Offer Arrangement**” means the DoSO arrangement, any Contract that is executed under the DoSO and any other document that applies to it.

“**Standing Offer Details**” means the section of the DoSO with the heading ‘Standing Offer Details’.

“**Statement of Requirement**” means the section of the Approach to Market with the heading ‘Statement of Requirement’.

“**Statement of Tax Record**” means a statement of tax record issued by the Australian Taxation Office following an application made in accordance with the process set out at https://www.ato.gov.au/Business/Bus/Statement-of-tax-record/?page=1#Requesting_an_STR.

“**Statement of Work**” means the section or schedule of the Contract (as the case may be) with the heading ‘Statement of Work’.

“**Subcontractor**” means an entity contracted by the Supplier to supply some or all of the Goods and/or Services required under the Contract.

“**Supplier**” means a party specified in the Contract or the DoSO as the Supplier.

“**Valid**” in relation to the Shadow Economy Policy only, means the Statement of Tax Record is valid in accordance with Part 7.e of the Shadow Economy Policy.

Commonwealth Contracting Suite Glossary and Interpretation

Interpretation

In the Commonwealth Contracting Suite, unless stated otherwise:

- a) if any word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning
- b) words in the singular include the plural and words in the plural include the singular
- c) the words 'including', 'such as', 'particularly' and similar expressions are not used as and are not intended to be interpreted as words of limitation
- d) a reference to dollars is a reference to Australian dollars
- e) a reference to any legislation or legislative provision includes any statutory modification, substitution or re-enactment of that legislation or legislative provision
- f) clause headings are for reference only and have no effect in limiting or extending the language of the terms to which they refer, and
- g) the following clause references used in Commonwealth Contracting Suite documents refer to that section or part of the relevant CCS document listed in the table below:

| Clause Reference | Section / Part | CCS Document |
|------------------|---|-----------------------------------|
| A.A.[x] | Statement of Requirement | CCS Approach to Market (ATM) |
| A.B.[x] | Commonwealth Approach to Market (ATM) Terms | |
| A.C.[x] | Additional Contract Terms | |
| C.A.[x] | Statement of Work | Commonwealth Contract |
| C.B.[x] | Additional Contract Terms | |
| C.C.[x] | Commonwealth Contract Terms | |
| P.C.[x] | Commonwealth Purchase Order Terms | Commonwealth Purchase Order Terms |
| D.A.[x] | CCS DoSO ATM | CCS Deed of Standing Offer (DoSO) |
| D.B.[x] | Commonwealth DoSO ATM Terms | |
| D.C.[x] | DoSO ATM Response Form | |
| D.D.[x] | CCS DoSO | |
| D.D.3(x) | Additional DoSO Terms | |
| D.E.[x] | Commonwealth DoSO Terms | |
| R.A.[x] | Schedule 1 - Statement of Work | CCS DoSO RFQ and Contract |
| R.B.[x] | Schedule 2 - Additional Contract Terms | |
| R.C.[x] | Schedule 3 - Supplier's Response Form | |
| R.D.[x] | Contract Details Schedule | |

Released under the Freedom of Information Act 1982 by the Department of Infrastructure, Transport, Regional Development, Communications, Sport and the Arts

Commonwealth Contract – Services

Contract Signing Page

The Parties agree that by signing this Commonwealth Contract – Services, they enter into a Contract comprising:

- a) Additional Contract Terms (if any)
- b) Statement of Work
- c) Commonwealth Contract Terms
- d) Commonwealth Contracting Suite Glossary and Interpretation
- e) Contract Annex 1 – Supplementary Information (if any).

EXECUTED as an Agreement

Signed for and on behalf of the **Commonwealth of Australia** as represented by Department of Infrastructure, Transport, Regional Development, Communications, Sport and the Arts
ABN 86 267 354 017 by its duly authorised delegate in the presence of

Signature of witness
s 22(1)(a)(ii)

[Redacted signature]

s 22(1)(a)(ii)

[Redacted signature]

Name of witness (*print*)

s 22(1)(a)(ii)

Name of delegate (*print*)

s 22(1)(a)(ii)

Position of delegate (*print*)

ASSISTANT SECRETARY

Date:

25/9/25

Executed by Christmas Island Engineering & Maintenance Pty Ltd **ACN 123 176 358 ABN 123 176 358** in accordance with Section 127 of the *Corporations Act 2001*:

Signature of sole director / company secretary
s 47F

[Redacted signature]

Signature of witness
s 47F

[Redacted signature]

Name of sole director / company secretary (*print*)
s 47F

[Redacted name]

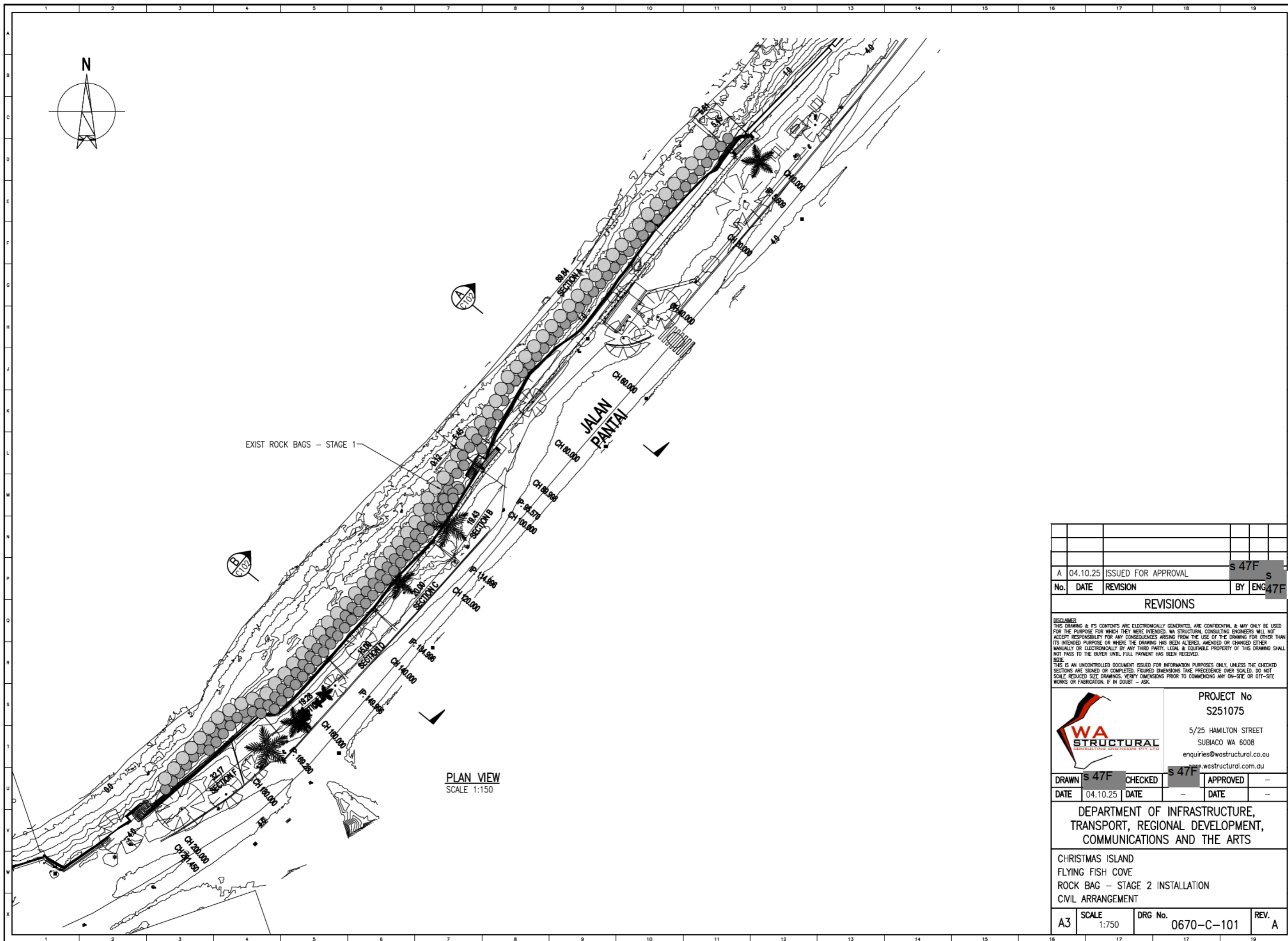
Name of witness (*print*)
s 47F

[Redacted name]

Date:

25/09/2025

Released under the Freedom of Information Act 1982 by the Department of Infrastructure, Transport, Regional Development, Communications, Sport and the Arts



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| No. | DATE | REVISION | BY |
| A | 04.10.25 | ISSUED FOR APPROVAL | s 47F |

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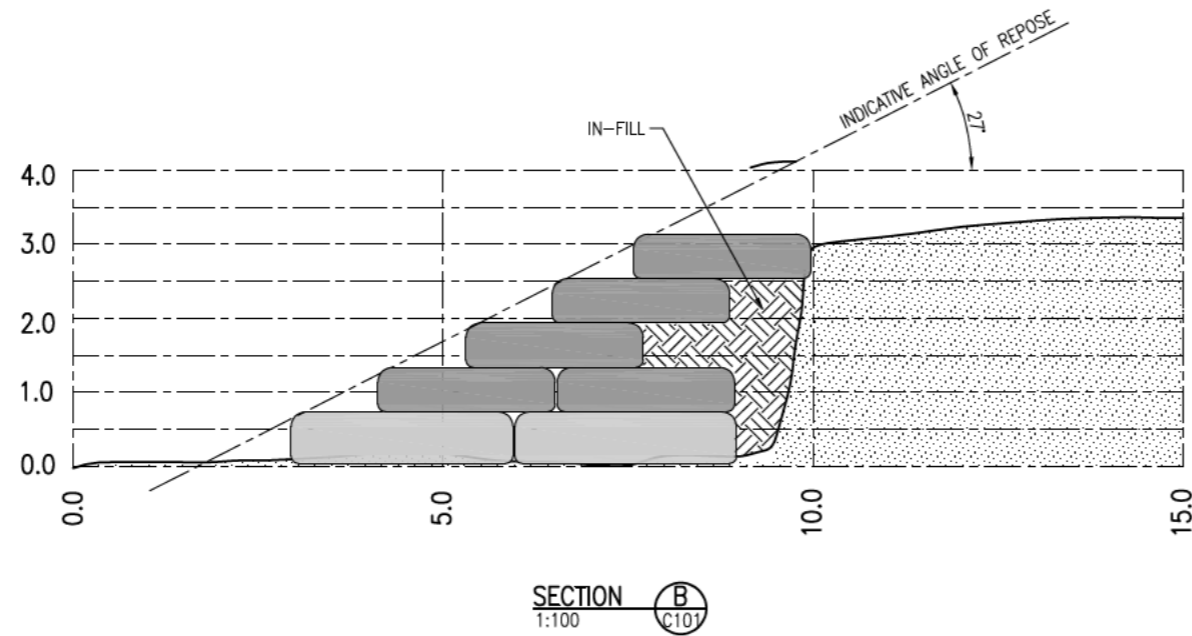
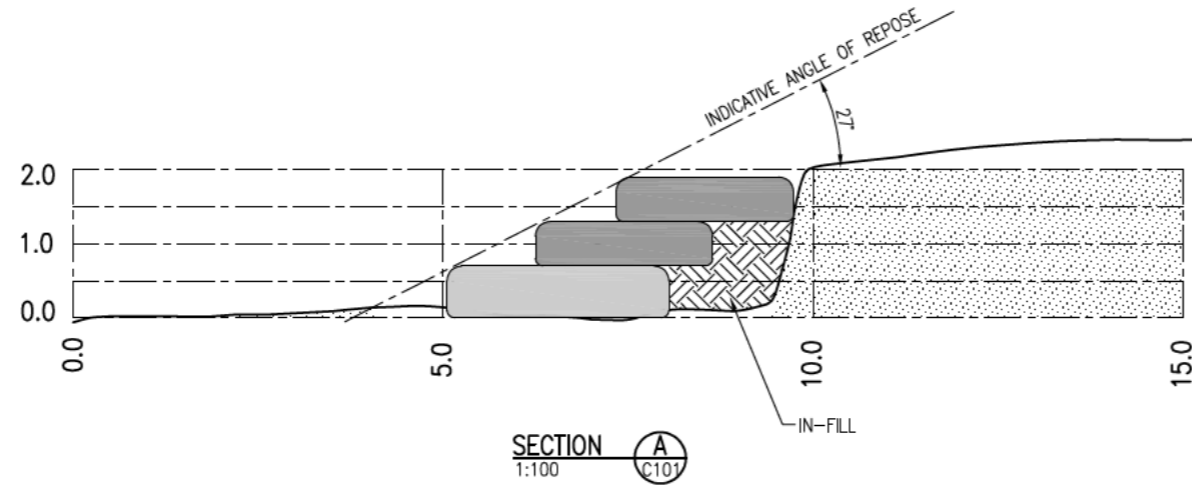
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| | PROJECT No | S251075 |
| | 5/25 HAMILTON STREET SUBIACO WA 6008 enquiries@wastructural.co.au www.wastructural.com.au | |

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| DATE | 04.10.25 | DATE | - | DATE | - |

DEPARTMENT OF INFRASTRUCTURE,
 TRANSPORT, REGIONAL DEVELOPMENT,
 COMMUNICATIONS AND THE ARTS

CHRISTMAS ISLAND
 FLYING FISH COVE
 ROCK BAG - STAGE 2 INSTALLATION
 CIVIL ARRANGEMENT

| | | | |
|----|----------------|-----------------------|-----------|
| A3 | SCALE 1:750 | DRG No. 0670-C-101 | REV. A |
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| B | 18.10.25 | ISSUED FOR COMMENTS | s 47F | |
| A | 04.10.25 | ISSUED FOR APPROVAL | | |

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| | PROJECT No S251075 5/25 HAMILTON STREET SUBIACO WA 6008 enquiries@wastructural.co.au www.wastructural.com.au |
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| DRAWN | s 47F | CHECKED | s 47F | APPROVED | - |
| DATE | 04.10.25 | DATE | - | DATE | - |

DEPARTMENT OF INFRASTRUCTURE,
TRANSPORT, REGIONAL DEVELOPMENT,
COMMUNICATIONS AND THE ARTS

CHRISTMAS ISLAND
FLYING FISH COVE
ROCK BAG - STAGE 2 INSTALLATION
SECTIONAL VIEW

| | | | |
|----|----------------|-----------------------|-----------|
| A3 | SCALE 1:100 | DRG No. 0670-C-102 | REV. B |
|----|----------------|-----------------------|-----------|

From: s 22(1)(a)
To: External s 22(1)
Cc: s 22(1)(a)(ii)
Subject: Rock bag Project [SEC=OFFICIAL]
Date: Monday, 17 November 2025 11:04:45 AM
Attachments: image001.png

OFFICIAL

OFFICIAL

Good Morning s
22(1)

Hope you had a nice weekend.

The Rock project is all go.

I met with the ranger at 6am and they have given us the all clear to move ahead. We will continue to monitor the situation and stop if anything changes.

If you could put out a reminder post, to follow the traffic lights and be of the works in the area please.

The cranes will mobilise around 11- 12 today. Potentially have some bags put in this afternoon.

Cheers

s 22(1)(a)(ii)

Senior Projects Officer - Indian Ocean Territories Administration • Indian Ocean Territories Branch • Territories Division

E: s 22(1)(a) @infrastructure.gov.au

P: s 22(1)(a)(ii)

M: s 22(1)(a)

PO Box 868, Christmas Island 6798

Department of Infrastructure, Transport, Regional Development, Communications, Sport and the Arts

CONNECTING AUSTRALIANS • ENRICHING COMMUNITIES • EMPOWERING REGIONS

infrastructure.gov.au



*I acknowledge the traditional custodians of this land on which we meet, work and live.
 I recognise and respect their continuing connection to the land, waters and communities.
 I pay my respects to Elders past and present and to all Aboriginal and Torres Strait Islander people.*

OFFICIAL

OFFICIAL