


◇ INVITATION FOR OFFER FOR SUPPLY OF SERVICES ◇

**MANAGEMENT AND MAINTENANCE
OF CROWN OWNED SWING MOORINGS
IN THE SOUTHPORT BROADWATER**

*Queensland Transport
Maritime Division
Gold Coast Region
40 - 44 Seaworld Drive
MAIN BEACH QLD 4217*



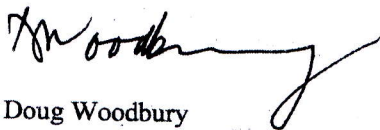
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**MANAGEMENT AND MAINTENANCE
OF CROWN OWNED SWING MOORINGS
IN THE SOUTHPORT BROADWATER**

This is an invitation for an offer for the supply of services to Manage and Maintain seventy (70) crown owned swing moorings located in the southern part of the Southport Broadwater.

The documents included with this invitation include the following:

- General Conditions of Offer
- Supplementary Information
- Offer Form
- Specification
- Swing Mooring Location Drawing



Doug Woodbury
Maritime Director (Gold Coast)
Gold Coast Region

GENERAL CONDITIONS OF OFFER

1. INTERPRETATION

In these conditions -

"**agreement**" means a contract between the Principal and the Supplier constituted by the tender documents;

"**closing date**" means the time and date specified in the invitation by which offers must be received;

"**goods**" includes materials, plant or equipment;

"**GST**" means the goods and services tax which results from the enactment of a New Tax System (Goods and Services Tax) 1999 and related Acts, Regulations and amendments ("the GST Acts") which constitute the Commonwealth taxation reform;

"**invitation**" means all the documentation supplied or referred to in this invitation to offer;

"**offeror**" means any person replying to the invitation;

"**Principal**" means the State of Queensland acting through the Department of Transport or other party specified in the invitation on whose behalf the Department of Transport issued the invitation.

"**services**" means any services to be supplied pursuant to this invitation to offer and the agreement;

"**Supplier**" means the person or company whose offer has been accepted;

"**tender documents**" means the documents specified in the invitation which constitute the agreement and if not so specified, means the invitation, all conditions of contract, the specification, the offer, the Principal's letter of acceptance and any written agreement between the parties;

"**Tax Invoice**" means a Tax Invoice within the meaning of the GST Acts and which complies with the requirements of the GST Acts in all respects.

If the Supplier is constituted by more than one person or corporation, the obligations of each of the persons and corporations comprising the Supplier will be joint and several.

2. ACCEPTANCE AND CANCELLATION OF STANDING OFFER ARRANGEMENTS, REGISTERS OF PRE-QUALIFIED SUPPLIERS, PANELS AND PREFERRED SUPPLIER ARRANGEMENTS

If offers are invited for participation in a standing offer arrangement, register of pre-qualified suppliers, panel or preferred supplier arrangement -

- (a) acceptance of an offer will not create any legal relationship between the Principal and a successful offeror;
- (b) the Principal will not be obliged to purchase all or any of its requirements pursuant to the arrangement;
- (c) the Principal may, subject to the completion of any outstanding orders, cancel the arrangement at any time by written notice to the successful offeror;
- (d) the successful offeror may, subject to the completion of any outstanding orders, cancel the arrangement at any time by written notice to the Principal.

3. WITHDRAWAL OF OFFER

An offer may be withdrawn at any time prior to the closing date by written notice to the Principal.

4. COMMUNICATION

Any correspondence regarding this invitation must be made in writing or by facsimile. Enquiries regarding the offer documents should be directed to the Purchasing Officer specified in the Supplementary Information.

Offerors should note that any verbal or telephone (voice) enquiries received in regard to this offer will not be acknowledged and will not be dealt with by any member of the Principal's department.

Oral advice or information given or obtained in respect of this invitation will not constitute a warranty or a representation to the offeror or prospective offeror and will not be binding on the Principal.

The Principal will be bound only by advice or information furnished to the offeror in writing.

5. ESSENTIAL INFORMATION

Offers must include the following information -

- (a) in the case of an offer by an individual, the person's full name and address;
- (b) in the case of an offer under a business name, the names and address of all proprietors, Australian Registered Body Number or Registered Business Number and the address of the principal place of business;
- (c) in the case of an offer by a company, the full name of the company, the Australian Company Number and the address of the registered office of the company;
- (d) the offeror's Australian Business Number.

6. OFFEROR'S DETAILS

Offerors may be requested by the Principal to provide documentary evidence of their trading status (i.e. partnership, company, trust) by a specified time in order for the offeror's offer to be considered or accepted.

7. FORMAT OF OFFER AND MODE OF SUBMISSION

Offers must be -

- (a) submitted in **DUPLICATE** in the form of the attached offer;
- (b) signed by the person or persons making the offer or, if a company, signed by an appropriately authorised person from the company;
- (c) lodged in the offer box at the location specified in the invitation in a sealed envelope endorsed on the front with the offer number and closing date.

Offers must remain valid for 60 days.

8. NO RETURN OF DOCUMENTS

All offer documents will be retained by the Principal.

9. LATE OR NON-CONFORMING OFFERS

Any offer -

- (a) not lodged before the closing time and date; or
 - (b) which does not comply in every respect with any of the relevant offer conditions, drawings, brief or specifications;
- may not be considered, at the sole discretion of the Principal.

10. OFFERS BY FACSIMILE OR E-MAIL

Offers by facsimile or E-mail will not be considered.

11. PART OFFERS

Unless otherwise specified in the invitation, offers submitted for part of the requirements will not be considered.

12. PRICES OFFERED

Prices offered must:

- (a) be expressed in Australian currency;
- (b) be inclusive of any relevant duty charges;
- (c) be inclusive of GST;
- (d) include all charges necessary and incidental to proper delivery and acceptance (except exchange rate variations) including packing, delivery, freight and insurance.

Offers must also:

- (e) specify the amount of GST included in the price or alternatively include a statement that GST amounts to 1 / 11th of the price;
- (f) specify the particulars of the price formula and all variables if the price submitted is subject to fluctuation; and

Duty and exchange rate variations on imported goods and materials will be at the offeror's risk unless otherwise indicated in the invitation.

13. POST OFFER NEGOTIATIONS

The Principal reserves the right to have post offer negotiations with prospective suppliers who have been short listed on the basis of their offer.

14. ACCEPTANCE

The Principal reserves the right to -

- (a) accept one offer, or more than one offer, for the whole of its requirements;
- (b) accept separate offers for any portion of its requirements;
- (c) accept one offer, or more than one offer, for any portion of its requirements; or
- (d) not accept any of the offers.

The lowest priced offer, after allowing for any input tax credits available to the Principal, will not necessarily be accepted and in the event of the offeror supplying services which do not comply with the requirements of this specification, the right to contract with other parties is reserved.

In the event of any failure by the offeror to comply with the provisions of the offer, the Principal reserves the right to arrange for the supply and delivery of the relevant services from an alternative source. Any expenses incurred as a result thereof will be a debt due and recoverable from the offeror.

15. FREEDOM OF INFORMATION

The Freedom of Information Act 1992 (FOI), gives members of the public rights of access to official documents of the Principal. The Act extends, as far as possible, the right of the public to have access to information (usually documents) in the possession of the Principal limited only by exceptions and exemptions necessary for the protection of the public interests and the private and business affairs of persons in respect of whom information is collected and held by the Principal. Therefore all documentation supplied by the offeror may be subject to release under the FOI Act unless specifically exempted.

16. CONFIDENTIALITY

The Principal will take all reasonable steps to safeguard any confidential information supplied by the offeror. However, in view of the Freedom of Information Act, the Principal cannot guarantee the confidentiality of all information in the offers. Clause 45(1) of the Freedom of Information Act which details exempt matters is reproduced as follows:

"45(1) Matter is exempt if -

- (a) its disclosure would disclose information trade secrets of an agency or another person;
- (b) its disclosure -
 - (i) would disclose information (other than trade secrets) that has a commercial value to an agency or other person; and
 - (ii) could reasonably be expected to destroy or diminish the commercial value of the information; or
- (c) its disclosure -
 - (i) would disclose information (other than trade secrets and information mentioned in paragraph (b)) concerning the business, professional, commercial and financial affair of an agency or another person; and
 - (ii) could reasonably be expected to have any adverse effect on those affairs or prejudice the future supply of such information to government unless its disclosure would, on balance, be in the public interest."

Offerors are advised to highlight any information of a confidential nature by labelling all such information "Commercial in Confidence".

17. INNOVATIVE SUGGESTIONS

Offerors may include details of innovative or creative solutions about the subject matter of the offer. Alternative offers which provide innovative solutions to meet the Principal's requirements may be considered at the discretion of the Principal.

18. GUARANTEE

Materials used in the performance of and all works underaken under the agreement must be guaranteed by the offeror for a period of at least twelve (12) months from the date of delivery to the Principal.

The offeror will at their own expense collect and replace any goods which are defective due to faulty components or workmanship during this guarantee period.

19. SUBCONTRACTORS

When the offeror is not the prime supplier of an item or service offered, the offeror must provide the subcontractor's name and address. The successful supplier will be responsible in every respect for the performance of subcontractors in meeting the requirements of the specification, and all terms and conditions of this invitation.

20. ADVERTISING

No advertising relating to the awarding of any contract or arrangement will be published in any advertising medium without the prior written approval of the Principal.

21. WORK SITES

Any person or company intending to submit an offer where on site services are required must visit the sites or otherwise satisfy themselves as to the facilities and conditions at the work sites.

22. PERSONNEL

Offers must include particulars of the personnel including back up personnel, who will perform the services, including details of their experience and qualifications.

23. SERVICE DELIVERY

The Supplier will -

- (a) provide the services in accordance with the tender documents and within the time required; and
- (b) in providing the services, exercise a standard of care and perform to a level of skill commensurate with that which would be expected of an experienced and competent person in the provision of like services.

The Supplier will report to the person nominated by the Principal by written notice to the Supplier and will attend meetings with the Principal as required.

24. SUPPLIER'S RESPONSIBILITIES

The Supplier must not represent itself and ensure that its employees, approved subcontractors and agents do not represent themselves as being employees or agents of the Principal. It is the express intention of the parties that such relationships do not exist.

25. PRINCIPAL'S PREMISES AND FACILITIES

If the Supplier is granted the use of the Principal's premises or facilities, the Supplier will comply with all reasonable directions and procedures relating to security and to workplace health and safety in relation to the premises or facilities notified to the Supplier by the Principal.

26. SUPPLY OF LABOUR, MATERIALS AND PLANT

The Supplier shall provide at their own cost and expense all labour, materials, plant, equipment and everything necessary to efficiently provide the services required under the agreement.

27. OFFER EVALUATION - CONFORMING

The following factors will be taken into account in the evaluation of conforming offer.

- (a) *Ability/Experience*: The offerer should state what ability or experience they have in the management of swing moorings.
- (b) *Equipment/Facilities*: The offerer should state the type of equipment and facilities proposed for the management of the swing moorings.
- (c) *Personnel*: The offerer should provide a resume including details of marine qualifications where necessary of all personnel proposed to be used in the management of the swing moorings.
- (d) *Financial Capacity*: The offerer should state the financial capacity of the organisation.

28. OFFER EVALUATION - NON-CONFORMING / INNOVATIVE

Offers containing innovative or creative solutions about the subject matter will be evaluated on their merits with respect to the overall objectives of the invitation, including the criteria included in clause 27 above.

It shall be at the Principal's absolute discretion not to consider an offer further or undertake discussion with the offerer.

SUPPLEMENTARY INFORMATION

BACKGROUND

The State of Queensland, through the Queensland Department of Transport, Maritime Division, Gold Coast Region, has under its control seventy (70) swing mooring located in the southern part of the Southport Broadwater as shown on the attached drawing.

It is proposed through this offer to enter into an agreement with the successful Offeror for the management and maintenance of the swing moorings for a period of twelve (12) months.

SCOPE OF WORK

The scope of the work to be undertaken under the agreement includes the management of the swing moorings on behalf of the State (including the hiring of the swing moorings), the maintenance of the moorings to a condition satisfactory for their intended use, and the provision of the necessary facilities, all in accordance with the requirements of the specification.

THE PRINCIPAL AND PROJECT OFFICER

For the term of the agreement the Principal shall be the State of Queensland acting through the Department of Transport, Maritime Division, Gold Coast Region. The Project Officer shall be the Maritime Director, Gold Coast Region, located at 40-44 Seaworld Drive, Main Beach, Telephone (07) 5583 8300, Facsimile (07) 5583 8288.

THE PURCHASING OFFICER

The Purchasing Officer shall be the Manager (Marine Infrastructure), Gold Coast Region, located at 40-44 Seaworld Drive, Main Beach, Telephone (07) 5583 8300, Facsimile (07) 5583 8288.

Communication in relation to any matter associated with this offer should be directed, in writing, to:

The Maritime Director (Gold Coast)
Attention: Manager (Marine Infrastructure)
Queensland Transport - Maritime Division
Gold Coast Region
PO Box 107
SOUTHPORT QLD 4215

LODGEMENT PROCEDURE

All offers are to be clearly marked with the invitation number and posted or delivered to:

The Maritime Director (Gold Coast)
Queensland Transport - Maritime Division
Gold Coast Region
PO Box 107
SOUTHPORT QLD 4215

or

40-44 Seaworld Drive
MAIN BEACH QLD 4217

Offers are to be received no later than 12:00 noon on Friday, 24 August 2001.

**QUEENSLAND TRANSPORT
MARITIME DIVISION
GOLD COAST REGION**

OFFER FORM

To:- Maritime Director (Gold Coast)
Queensland Transport - Maritime Division
Gold Coast Region
PO Box 107
SOUTHPORT QLD 4215

From:
(Individual/Company Name)

.....
(Address)

I/We, the undersigned do hereby provide an Offer for the management rights to and maintenance of **seventy (70)** swing moorings (the property of the State of Queensland) located in the **Southport Broadwater** and offer to manage and maintain the moorings in accordance with the terms and conditions of an agreement based on this offer document, for a **twelve (12) month period**.

I/We offer to pay the State the following amount, **in advance**;

\$ plus \$ (10% G.S.T.) = \$

\$
(Total amount in words)

(Payment may be made in two equal six monthly installments.)

Name and Address of Offeror

Name and Address of Witness

.....
.....
.....

.....Post Code.....

Telephone: (.....)..... Telephone: (.....).....

.....
(Signature) (Signature)

Date:/...../.....

Date:/...../.....

My/Our Workers Compensation Policy No. is and is valid until

We hold or will arrange other insurances applicable to the works and as required under the Supplementary Conditions of Contract.

I/We further understand that the offer offering the most financial benefit to the Department will not necessarily be accepted.

This offer remains valid for a period of sixty (60) days from the date of closing of offers.

This is an Offer by

**My full name and address being as follows:

.....
.....

**A Business, the full names and addresses of the proprietors and the principal place of business being as follows:

.....
.....
.....

**A Company incorporated in the address of its registered office being as follows:

..... A.C.N

**Strike out whichever is not applicable

Please supply the following information:

Name and Title of Person for Correspondence

Address:

.....
.....

Telephone and Facsimile Number

SIGNATURE OF OFFEROR (DATE)

SIGNATURE OF WITNESS (DATE)

TYPE OF OFFER

This offer is a conforming offer in accordance with all conditions of the offer documents.

Signed Date
(Offerer)



(Please tick)

Signed Date
(Witness)

This offer is a non-conforming/innovative offer in accordance with clause 17 of the General Conditions of Offer and clauses 17.6 and 17.7 of the Specification.

I acknowledge that this offer will be assessed in accordance with clause 28 of the General Conditions of Offer.

Signed Date
(Offerer)



(Please tick)

Signed Date
(Witness)

(Please complete only the section that is relevant to your offer)

SPECIFICATION

1. SCOPE OF WORKS

- 1.1 The scope of the work to be undertaken under the agreement includes the management of seventy (70) swing moorings on behalf of the State (including the hiring of the swing moorings), the maintenance of the moorings to a condition satisfactory for their intended use, and the provision of the necessary facilities, all in accordance with the requirements of this specification.

2. Location of Swing Moorings

- 2.1 The location of the swing moorings are generally as shown on the drawing S4GC-1
- 2.2 The swing moorings which are the subject of this offer are numbered SB-001 to SB-070.
- 2.3 Swing moorings numbered SQ-001 to SQ-004 do **not** form part of this offer.

3. Term of the Agreement

- 3.1 The term of the agreement shall initially be twelve (12) months commencing on a mutually agreed date to be determined and specified in the agreement
- 3.2 Subject to the satisfactory performance of the Supplier, and if mutually agreeable, the agreement may be extended for an additional twelve (12) month period.
- 3.3 Any application to extend the term of the agreement shall be made in writing to the Project Officer, and shall be at least two (2) months before the expiry date of the agreement.

4. Payment of Fees

- 4.1 The payment of fees to the State detailed in the Offer Form shall be made in advance and shall be made to the Project Officer at the Gold Coast Regional office at 40 - 44 Seaworld Drive, Main Beach, or any other address notified by the Principal to the offeror from time to time.

5. Indemnity

- 5.1 The Supplier shall indemnify and keep indemnified, the State of Queensland, its employees, servants and agents ("the State) against any claim or proceeding, whether arising from personal injury or property damage, and any cost and expenses incurred as a result, that may be made or brought by any person or corporation against the State arising out of or in any way connected with the activities to be undertaken.

6. Insurance

- 6.1 The Supplier shall provide insurance cover (Including public risk and property damage insurance), to a value of at least ten million dollars (\$ 10,000,000) for any individual claim. The State of Queensland shall be nominated as co-insured on the insurance policy.

- 6.2 The Supplier shall effect and maintain insurance to cover itself against liability from claims arising from the death or injury of employees performing work in accordance with operations under the agreement. Such insurance shall be in accordance with any relevant statute dealing with Workcover Queensland or Employer Liability and shall be for unlimited common law liability. The Supplier shall ensure that any approved subcontractors are similarly covered for such claims.
- 6.3 The Supplier must provide evidence of all insurances to the Principal within one month of execution of the agreement.

7. Changes in Number of Swing Moorings

- 7.1 If requested in writing by the Supplier, consideration will be given to increasing or reducing the number of swing moorings. (Increasing the number will first require the relevant approval process being complied with.)
- 7.2 Additional payment or refund will be calculated on a pro-rata basis per swing mooring per month of the tendered amount, for the remainder of the term.

8. Subcontracting and Assignment

- 8.1 The Supplier will not subcontract without the prior written consent of the Principal.
- 8.2 Any consent given by the Principal for the Supplier to subcontract -
 - (a) may be conditional;
 - (b) will not operate as an authority to transfer responsibility to the subcontractor; and
 - (c) will not relieve the Supplier from any of its liabilities or obligations.
- 8.3 The Supplier will not assign the agreement or arrangement or any of the benefits under it without the prior written consent of the Principal.

9. Compliance with laws

- 9.1 The Supplier will comply with all relevant laws of the State, Commonwealth, local Council or any other authority having the power to make binding laws on the Supplier. The Supplier will be required to nominate a person in their employ, who is conversant with these laws, to be able to draw attention to breaches.

10. Confidential Information - Supplier

- 10.1 The Supplier will, and will ensure that all persons employed by the Supplier, keep confidential any information obtained in the course of performing the arrangement or agreement.
- 10.2 If required by the Principal by written notice to the Supplier, the Supplier's employees or agents will provide a confidentiality undertaking in a form acceptable to the Principal.
- 10.3 In the event of any breach of a confidentiality undertaking entered into pursuant to this clause in relation to an agreement, the Principal may, by written notice to the supplier, terminate the agreement.

11. Acceptance of conditions

- 11.1 Subject to clause 17.6, all offerors must agree to each of the requirements and conditions of this invitation. Any variation, qualification or amendment to the requirements or conditions not permitted under clause 17.6 will constitute a non conforming offer.

12. Additional Information to be submitted with Offer

12.1 Offerors shall submit with their offer, the following:

- (i) a statement of experience on similar works, and
- (ii) a banker's certificate regarding financial capacity to carry out the work or services.

13. Service of Notices

13.1 All notices to be served by the Supplier on the Principal shall be posted by prepaid post to the Project Officer at PO Box 107, Southport Qld 4215, or delivered to 40-44 Seaworld Drive, Main Beach, or any other such address supplied by the Principal to the Supplier from time to time, or sent by facsimile to a number advised to the Supplier from time to time.

13.2 All notices to be served by the Principal on the Supplier may be signed by the Project Officer and posted by prepaid post or delivered to the Supplier at its usual place or last known place of abode or business, or sent by facsimile to a number advised to the Principal from time to time.

13.3 Any notice or instruction in writing under these conditions shall, when posted in a prepaid letter addressed in accordance with the above, be deemed to have been duly given and received at the time at which in the ordinary course of post it would have reached that address, or, if sent by facsimile, be given at the time the sender's machine prints a transmission receipt including an acknowledgement from the recipient's facsimile machine that all of the message was successfully received, provided the message is received before 5pm on a day the Principal is ordinarily open for business. If the message was received after 5pm then it will be deemed to have been delivered on the next day the Principal is ordinarily open for business.

14. Hiring of Moorings

14.1 The Supplier shall hire the swing moorings to vessel owners/masters for the casual or permanent mooring of a nominated vessel.

14.2 The Supplier shall be entitled to charge hirers fees as determined by it, provided however, that such fees do not exceed the maximum charges prescribed below.

14.3 The maximum fees able to be charged are:

(1) *Annual Occupancy:*

\$108.00 plus 10% G.S.T per annum per metre or part thereof of the length of the vessel;

(2) *Casual Occupancy:*

\$ 7.00 plus 10% G. S.T. per day

\$ 44.00 plus 10% G. S.T. per week

\$ 152.00 plus 10% G. S.T. per month

regardless of the length of the vessel.

14.4 Any additional fees that the Supplier wishes to charge hirers for the use of facilities which are not an integral part of the agreement, shall be separate from the hire fees and clearly defined to the mooring users.

14.5 The Supplier shall be required to maintain a suitable set of records detailing the name of the vessel, owner's/master's name, contact address and telephone number, and any other relevant information which will assist with ease of contact of the owner/master. The period of the hire shall also be included. The Project Officer shall have the right to inspect these records at any time.

15. Use of Moorings

- 15.1 The Supplier shall be required to manage the swing moorings such that only suitably sized vessels, which will not interfere with vessels on adjoining moorings, are moored to the swing moorings.
- 15.2 No maintenance work, other than minor upkeep, shall be undertaken on vessels while moored to the moorings.
- 15.3 Unseaworthy vessels shall not be permitted to moor to the swing moorings. The seaworthiness of a vessel shall be as determined by an accredited Marine Surveyor appointed by the Supplier, details of which must be supplied to the Principal upon signing the agreement and immediately after any change in who is appointed as the Marine Surveyor.
- 15.4 No swing mooring or group of swing moorings shall be hired to any person or company for the purpose of conducting a separate commercial enterprise with the swing moorings.
- 15.5 No commercial business of any kind shall be conducted from vessels moored to the swing moorings. Vessels displaying advertising signage shall only be permitted if approved in writing by the Project Officer.

16. Maintenance of Swing Moorings

- 16.1 All swing moorings have recently been inspected by departmental divers and any necessary repairs undertaken, however, it will be the responsibility of the Supplier to satisfy itself that the condition of each swing mooring is satisfactory for its intended use. All swing moorings are to be maintained by the Supplier, in a state of repair satisfactory for their intended use for the term of the agreement.
- 16.2 The Supplier will be required to provide all materials, equipment and suitably trained and qualified staff to ensure proper and adequate servicing of the moorings. Only official mooring buoys, which are to be purchased from the Principal, are to be used on the swing moorings.
- 16.3 The Supplier shall at all reasonable times permit departmental staff with workmen and others to inspect the swing moorings for the purpose of ascertaining whether the swing moorings are being managed and maintained in accordance with the conditions of the agreement.
- 16.4 The condition of any swing mooring that has been inspected and is considered to be below a reasonable standard, shall be notified to the Supplier. The defective mooring shall be immediately repaired to the satisfaction of the Project Officer.
- 16.5 Any vessels to be used in any operation associated with works to be undertaken under the agreement shall be commercially registered and of a size and type suitable for the type of work to be undertaken.

17. Provision of facilities**17.1 Ablution Facilities**

The Supplier shall be required to provide and maintain in good and clean order, adequate onshore ablution facilities, consisting of separate male and female showers, hand basins and toilet facilities for the use of persons using the swing moorings. The size, location and standard of these facilities shall be to the satisfaction of the Project Officer.

17.2 Garbage Disposal Facilities

The Supplier shall be required to provide and maintain in good and clean condition onshore facilities for the receipt and disposal of garbage from vessels moored at the swing moorings. The size, location and standard of these facilities shall be to the satisfaction of the Project Officer.

17.3 Dinghy Storage Facilities

The Supplier shall be required to provide facilities for the onshore storage of dinghies used as tenders to vessels moored at the swing moorings. Short term dinghy storage shall be provided in a location convenient to the ablution and garbage disposal facilities for the use of persons hiring the swing moorings, while using these facilities. Long term dinghy storage shall also be provided in a suitable and convenient location on land under the control of the Supplier.

17.4 Car Parking

The Supplier shall be required to provide a number of carparking spaces for use of swing mooring hirers. The number to be provided shall be 1 carparking space for every 5 (or part thereof) swing moorings.

17.5 All the abovementioned facilities are to be provided on land under the control and ownership of the Supplier and are to be provided at no additional cost to the hirer of the swing moorings. Where the onshore facilities are proposed to be provided on land not owned by the supplier or under lease to the Supplier, then written approval of the land owner or lessor to use the land for this purpose is to be provided **with the submitted Offer**.

17.6 Offerors may wish to provide innovative or creative solutions about the subject matter, exclude the provision of some of the above facilities from their offer, or provide additional features, however, to comply with the requirements of the *Transport Infrastructure (Gold Coast Waterways) Management Plan 2000, Part 4*, living aboard vessels at the swing moorings will only be permitted where ablution facilities are provided

17.7 Alternative offers which provide innovative or creative solutions to meet the Principal's requirements may be considered at the absolute discretion of the Principal.

18. Stamp Duties and Other Charges

18.1 Any Stamp Duties or other charges that may be payable in the execution of the agreement document shall be borne by the Supplier.

19. Termination

19.1 Without prejudice to any other right the Principal may have, the Principal may terminate the agreement by written notice as of the date specified in the notice if a winding up application is made, a receiver is appointed or any other arrangements or proceedings are entered into for the purpose of insolvency administration in relation to the Supplier.

19.2 The Agreement will terminate:

- (a) upon a breach of any clause of the agreement by either party that is not remedied pursuant to clause 20, or is not capable of remedy; or
- (b) by the mutual consent of both parties, upon such terms and conditions to be determined between the parties.

20. Default Remedy

20.1 If:

- (a) either party gives the other party a written notice specifying a default and stating that if the party allegedly in default fails to rectify the default in the way specified in the notice within 7 days after receipt of the notice the agreement may be terminated; and
- (b) the party receiving the notice fails to comply with the notice;

45.

the party giving the notice may terminate the agreement by written notice to the Supplier as of the date specified in the notice.

For the purposes of this clause a "default" means any failure on the part of either party to comply with its obligations under the agreement which is capable of rectification.

21. Dispute Resolution

21.1 Any dispute arising between the parties will be dealt with as follows:

- (a) the party claiming that a dispute exists will give to the other party written notice of the dispute together with particulars of the dispute;
- (b) the parties will first meet and use all reasonable endeavours, in good faith, to settle any dispute between them in the first instance by negotiation;
- (c) in the event that any dispute cannot be resolved by negotiation, either party may then refer the dispute to mediation, in which case the mediator shall be appointed by the President of the Queensland Law Society; and
- (d) only after endeavouring to settle the dispute in the manner set out above may a party commence legal proceedings to resolve the dispute.

The cost of the dispute resolution by negotiation or mediation shall be borne equally by the parties.

ALL COORDINATES ON DATUM GDA 94 (compatible with WGS84)

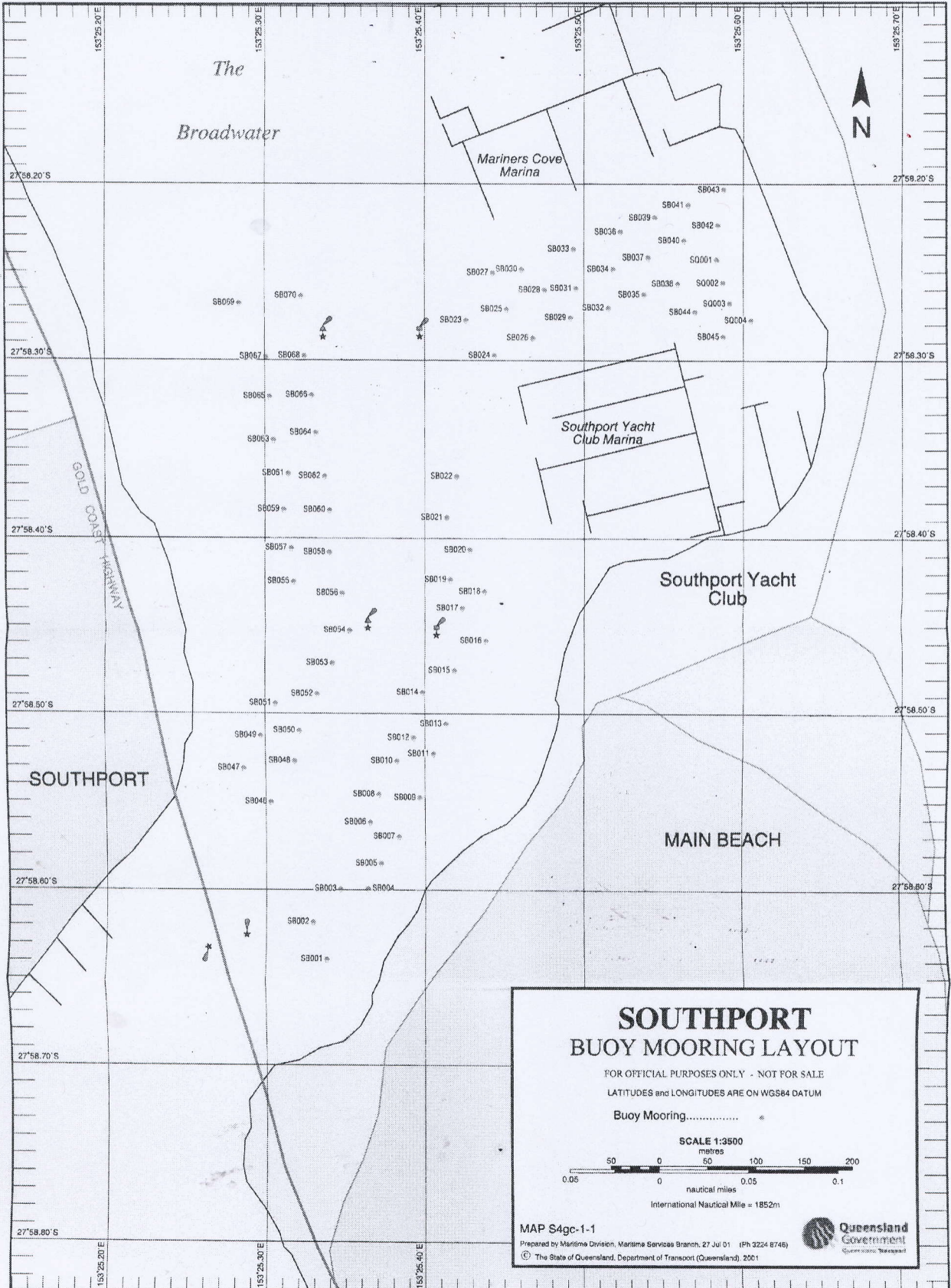
46.

SYC MOORINGS NUMBER	DGPS WAYPOINTS	EASTING MGA	NORTHING MGA	TAG	LATITUDE	LONGITUDE
1	15	541530.6	6905237.0	SB001	27° 58.63985'	153° 25.33806'
2	780	541516.2	6905275.7	SB002	27° 58.61892'	153° 25.32919'
3	751	541544.5	6905310.1	SB003	27° 58.60023'	153° 25.34639'
4	1021	541572.9	6905310.3	SB004	27° 58.60007'	153° 25.36371'
5	153	541586.7	6905336.6	SB005	27° 58.58580'	153° 25.37208'
6	1023	541575.8	6905379.7	SB006	27° 58.56248'	153° 25.36534'
7	754	541605.5	6905364.8	SB007	27° 58.57049'	153° 25.38349'
8	769	541584.9	6905409.1	SB008	27° 58.54654'	153° 25.37083'
9	755	541627.3	6905405.5	SB009	27° 58.54841'	153° 25.39670'
10	768	541603.6	6905443.9	SB010	27° 58.52765'	153° 25.38216'
11	18	541641.5	6905451.3	SB011	27° 58.52357'	153° 25.40527'
12	767	541621.0	6905468.0	SB012	27° 58.51457'	153° 25.39273'
13	42	541654.5	6905482.5	SB013	27° 58.50665'	153° 25.41313'
14	154	541630.6	6905515.5	SB014	27° 58.48882'	153° 25.39848'
15	277	541663.3	6905538.7	SB015	27° 58.47620'	153° 25.41838'
16	3	541695.9	6905569.9	SB016	27° 58.45924'	153° 25.43820'
17	1018	541671.7	6905605.1	SB017	27° 58.44022'	153° 25.42337'
18	4	541694.7	6905622.5	SB018	27° 58.43075'	153° 25.43736'
19	20	541659.7	6905634.9	SB019	27° 58.42410'	153° 25.41598'
20	72	541680.1	6905665.8	SB020	27° 58.40732'	153° 25.42836'
21	140	541656.3	6905699.5	SB021	27° 58.38912'	153° 25.41377'
22	761	541666.4	6905742.3	SB022	27° 58.36591'	153° 25.41984'
23	141	541676.9	6905904.3	SB023	27° 58.27815'	153° 25.42591'
24	794	541706.0	6905867.5	SB024	27° 58.29803'	153° 25.44374'
25	308	541718.6	6905915.9	SB025	27° 58.27179'	153° 25.45132'
26	798	541745.4	6905885.6	SB026	27° 58.28815'	153° 25.46773'
27	73	541704.7	6905954.1	SB027	27° 58.25113'	153° 25.44276'
28	307	541757.8	6905935.9	SB028	27° 58.26088'	153° 25.47519'

29	324	541784.4	6905906.8	SB029	27° 58.27660'	153° 25.49148'
30	53	541734.4	6905957.7	SB030	27° 58.24912'	153° 25.46087'
31	800	541790.2	6905937.5	SB031	27° 58.25996'	153° 25.49495'
32	376	541823.4	6905916.9	SB032	27° 58.27105'	153° 25.51525'
33	143	541788.0	6905978.1	SB033	27° 58.23797'	153° 25.49353'
34	805	541828.5	6905957.5	SB034	27° 58.24905'	153° 25.51828'
35	807	541860.2	6905930.7	SB035	27° 58.26351'	153° 25.53767'
36	144	541836.2	6905995.9	SB036	27° 58.22824'	153° 25.52289'
37	808	541864.8	6905969.3	SB037	27° 58.24259'	153° 25.54040'
38	812	541895.0	6905942.0	SB038	27° 58.25732'	153° 25.55888'
39	809	541871.7	6906010.5	SB039	27° 58.22026'	153° 25.54452'
40	811	541901.5	6905986.7	SB040	27° 58.23310'	153° 25.56275'
41	162	541906.0	6906023.8	SB041	27° 58.21300'	153° 25.56542'
42	301	541936.5	6906002.3	SB042	27° 58.22458'	153° 25.58407'
43	818	541942.6	6906039.9	SB043	27° 58.20421'	153° 25.58771'
44	813	541912.7	6905912.2	SB044	27° 58.27343'	153° 25.56974'
45	478	541941.6	6905886.3	SB045	27° 58.28740'	153° 25.58743'
46	1040	541474.0	6905401.0	SB046	27° 58.55113'	153° 25.30318'
47	771	541446.6	6905436.4	SB047	27° 58.53201'	153° 25.28639'
48	1024	541498.8	6905443.9	SB048	27° 58.52785'	153° 25.31822'
49	770	541464.3	6905470.4	SB049	27° 58.51356'	153° 25.29712'
50	774	541504.0	6905475.6	SB050	27° 58.51067'	153° 25.32133'
51	773	541479.8	6905504.2	SB051	27° 58.49523'	153° 25.30651'
52	772	541522.6	6905514.0	SB052	27° 58.48984'	153° 25.33260'
53	776	541538.2	6905546.7	SB053	27° 58.47210'	153° 25.34204'
54	777	541555.8	6905581.4	SB054	27° 58.45327'	153° 25.35271'
55	793	541498.7	6905633.4	SB055	27° 58.42521'	153° 25.31776'
56	778	541548.5	6095621.1	SB056	27° 58.43178'	153° 25.34817'
57	792	541496.6	6905668.4	SB057	27° 58.40626'	153° 25.31641'
58	779	541535.6	6905663.7	SB058	27° 58.40873'	153° 25.34021'
59	791	541488.9	6905708.3	SB059	27° 58.38466'	153° 25.31163'
60	782	541535.8	6905707.6	SB060	27° 58.38495'	153° 25.34024'

61	775	541493.7	6905745.7	SB061	27° 58.36440'	153° 25.31448'
62	781	541530.9	6905742.8	SB062	27° 58.36590'	153° 25.33718'
63	789	541478.9	6905780.5	SB063	27° 58.34558'	153° 25.30537'
64	783	541522.1	6905787.9	SB064	27° 58.34149'	153° 25.33171'
65	788	541475.0	6905825.3	SB065	27° 58.32132'	153° 25.30290'
66	785	541518.2	6905826.6	SB066	27° 58.32053'	153° 25.32925'
67	790	541471.6	6905866.4	SB067	27° 58.29906'	153° 25.30074'
68	784	541510.9	6905867.5	SB068	27° 58.29839'	153° 25.32471'
69	1025	541444.4	6905922.4	SB069	27° 58.26878'	153° 25.28403'
70	786	541507.7	6905930.1	SB070	27° 58.26449'	153° 25.32263'
		541480.2	6905985.0	SB071	27° 58.23481'	153° 25.30574'
		541443.3	6905967.4	SB072	27° 58.24441'	153° 25.28326'
		541935.2	6905966.6	SQ001	27° 58.24392'	153° 25.58335'
		541943.3	6905941.8	SQ002	27° 58.25734'	153° 25.58834'
		541953.6	6905920.8	SQ003	27° 58.2687'	153° 25.5947'
		541971.9	6905902.4	SQ004	27° 58.2786'	153° 25.6059'

49.



SOUTHPORT
BUOY MOORING LAYOUT

FOR OFFICIAL PURPOSES ONLY - NOT FOR SALE
LATITUDES and LONGITUDES ARE ON WGS84 DATUM

Buoy Mooring..... *

SCALE 1:2500
metres
50 0 50 100 150 200
0.05 0 0.05 0.1
nautical miles
International Nautical Mile = 1852m

MAP S4gc-1-1
Prepared by Maritime Division, Maritime Services Branch, 27 Jul 01 (FH 3224 8746)
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