

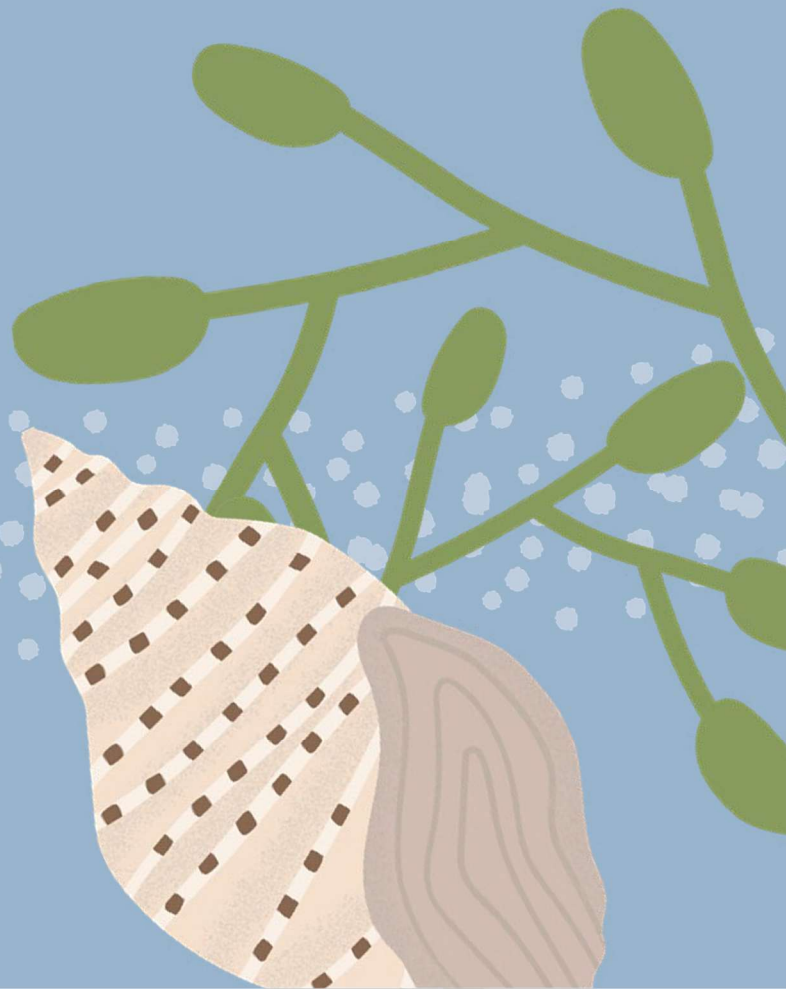
Invitation to Supply



Environmental Education Services 2025/26

Date of issue: 1 September 2025

Reference Number: 410.2509



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Date of issue: 1 September 2025

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Introduction

The opportunity

Barwon Coast Committee of Management Incorporated (BCCM) is responsible for managing 22 kilometres of coastal reserve on Victoria's Bellarine Peninsula, from Collendina to Breamlea.

Environmental education plays a vital role in our approach to coastal and marine management – inspiring connection, raising awareness, and shaping behaviours that help care for the coast.

We are seeking the services of an experienced education provider to expand our capacity to deliver environmental activities for school groups, and for the local and visiting community.

BCCM is seeking responses to this Invitation for the provision of Services as outlined in **Part A.2 – Specifications**.

Structure of Invitation

This Invitation comprises the following documents:

- **Introduction** – contains an overview of the opportunity presented;
- **Part A – The Invitation:**
 - A.1 – About this Invitation:** provides details about the procurement opportunity;
 - A.2 – Specifications:** provides the technical requirements for the Goods and/or Services in respect of which the Organisation invites Offers;
- **Part B – Conditions of Participation:** sets out the conditions applying to the Invitation and the Invitation Process, and consists of:
 - B.1 – Organisation Specific Requirements:** provides the Organisation's specific requirements for the Invitation Process; and
 - B.2 – Victorian Government Requirements:** sets out the terms and conditions applying to the Invitation Process generally;
- **Part C – Proposed Contract:** sets out the proposed terms and conditions that will apply to the provision of the Goods and/or Services by the successful Invitee(s) to the Organisation as set out in Part A.2 – Specifications; and
- **Part D – The Offer:** specifies the information to be provided in an Offer and may also specify any information to be provided by an Invitee by other means.

Conditions

- (a) All Invitees wishing to participate in this Invitation Process for the supply of Goods and/or Services must comply with the conditions contained within this Invitation, including the conditions in:
 - (i) Part A.1 – About this Invitation; and
 - (ii) Part B – Conditions of Participation.
- (b) By submitting an Offer, the Invitee agrees to be bound by the conditions contained within this Invitation.
- (c) The conditions contained in this Invitation apply to:

- (i) the Invitation and any other information given, received or made available in connection with the Invitation, including any Additional Materials, revisions and addenda;
 - (ii) the Invitation Process; and
 - (iii) any communications (including any briefings, presentations, meetings or negotiations) relating to the Invitation or the Invitation Process.
- (d) In addition to any other remedies available to it under Law or contract, any failure to comply with the requirements set out in this Part A.1 or Part B will, in the absolute discretion of the Organisation, entitle the Organisation to disqualify an Invitee from the Invitation Process.

Part A – The Invitation

A.1 – About this Invitation

1. Establishment details	
Invitation title	Supply Environmental Education Services
Invitation reference number	410.2509
Description of proposed procurement	Barwon Coast Committee of Management Inc. is seeking to procure an activity provider with the knowledge, skills and resources to teach a diversity of people about the local coastal environment. The provider will deliver engaging, enjoyable activities, with the aim of increasing awareness and behaviours that help protect the natural and cultural values of the reserve managed by BCCM. The provider must have the ability to deliver activities for primary and secondary school-aged children, and for all ages in a variety of community education activities. We expect delivery of a minimum of 10 activities across the year, focused in the communities of Ocean Grove, Barwon Heads and Breamlea.
Procurement method	Open tender run through Barwon Coast's website.
Budget	BCCM has a maximum budget of \$22,000 (excluding GST) for delivery of this Contract.

2. Organisation details	
Organisation name	Barwon Coast Committee of Management Incorporated (BCCM)
Organisation address	7 Ewing Blythe Drive, Barwon Heads, Victoria 3227

3. Accessing and responding to the Invitation to Supply	
Location of information	Information about this Invitation to Supply will be available on Barwon Coast's website from Monday 1 September to Sunday 14 September 2025. Find it on the Notice Board page here: invite-to-supply-ed-services2025/ .
Submission of Offers	Applications are to be submitted to Barwon Coast by email as detailed in section 6.
Questions about the Invitation	Questions can be directed to the project staff (section 4).

4. Organisation contacts

Project Manager

Name	Sally Sneddon
Position title	Education and Volunteer Coordinator
Business unit	Marketing and Engagement
Contact details	Phone: 5254 1118 or email tenders@barwoncoast.com.au . Please quote "Enquiry – Invitation to Supply Environmental Education Services" in the subject line.

Alternate contact

Name	Pru Farrer
Position title	Manager, Marketing and Engagement
Business unit	Marketing and Engagement
Contact details	Phone: 5254 1118 or email tenders@barwoncoast.com.au . Please quote "Enquiry – Invitation to Supply Environmental Education Services" in the subject line.

5. Closing time

Melbourne time	Midnight, Sunday 14 September 2025.
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6. Lodgement details

Offers can only be submitted to Barwon Coast via the stated email address.

Submitting an Offer	Email your Offer to: tenders@barwoncoast.com.au . Please quote "Offer – Invitation to Supply Environmental Education Services" in the subject line.
Access restrictions	No restrictions.

Other requirements	As specified in clause 3.1(c) of Part B.2 –Victorian Government Requirements, Invitees may only submit documentation that has been virus checked and is free from viruses.
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7. Briefing session

No briefing sessions are planned for this Invitation.

Any questions or requests for clarification must be submitted by email to the Project Manager listed in section 4. Questions will only be accepted within the timeframe noted in the following timetable.

8. Indicative timetable

This timetable is an indication of the timing of the Invitation Process and may be changed by the Organisation in accordance with Part B – Conditions of Participation, more specifically clause 5.1(c) of Part B.2 – Victorian Government Requirements.

Activity	Indicative Date
Invitation issued	Monday 1 September 2025.
End of period for questions or requests for information	5pm on Wednesday 10 September 2025.
Closing Time for Offers	Midnight on Sunday 14 September 2025.
Receipting of Offers	All Offers received will be receipted by email to you from Barwon Coast on or before Monday 15 September 2025.
Intended completion date of short-listing process	Friday 19 September 2025.
Follow ups with Invitee(s) if required	Week commencing Monday 22 September 2025 or sooner.
Intended date for formal notification of successful Invitee	Week commencing Monday 29 September 2025 or sooner.
Award of Proposed Contract	Week commencing Monday 6 October 2025 or sooner.

Intended commencement date of the Proposed Contract	Week commencing Monday 6 October 2025 or sooner.
Intended timeframe for delivery of goods or services	Award of Contract to 30 June 2026. Refer to A.2 Specifications, section 3 which notes option for extension.

9. Additional Materials

The following information may assist with the development of an Offer in response to this Invitation.

Item	Description	Location
BCCM website	About Barwon Coast and our Environmental Education Programs	www.barwoncoast.com.au/education

10. Evaluation Criteria

In evaluating Offers, the Organisation will have regard to:

- (a) specific Evaluation Criteria identified in the Invitation, including mandatory requirements;
- (e) the weighting assigned to any or all the Evaluation Criteria; and
- (f) the Supplier's ability to deliver the program within the allocated budget.

Invitees must meet the following mandatory compliance criteria, which are not weighted or scored. Invitees either meet the standard or they do not. Invitees that do not meet the mandatory requirements will not be considered further.

Mandatory requirements	Complies
Public Liability Insurance	Yes/No
Professional Indemnity Insurance	Yes/No
WorkCover Insurance	Yes/No
Adherence to specified Workplace Health and Safety requirements	Yes/No

Invitees that meet the mandatory requirements above will then be evaluated against the weighted criteria.

Evaluation Criteria

Refer to Evaluation Criteria included in A.2 – Specifications.

A.2 – Specifications

1. Overview

Barwon Coast Committee of Management Inc. (BCCM) is seeking to engage the services of an experienced environmental education provider to deliver activities in Ocean Grove, Barwon Heads and Breamlea.

2. Services required

Environmental education plays a vital role in BCCM's approach to coastal and marine management – inspiring connection, raising awareness, and shaping behaviours that help care for the coast.

To expand our capacity to deliver education activities, particularly in the peak summer season, BCCM is seeking to engage a service delivery partner. Some activities will be delivered collaboratively with BCCM staff, while others will be delivered by the Supplier independently.

What BCCM is seeking from a Supplier:

- i. **Delivery of an agreed program of environmental activities** held throughout the year on the reserve managed by BCCM. Activities should be based outdoors, demonstrate respect for Wadawurrung Traditional Custodians, provide for equity and inclusion, and deepen activity participant's knowledge and care for the coast. We anticipate the Supplier will deliver a minimum of 10 activities/services across the year – see table below for required activities.

The Supplier is responsible for planning, scheduling, coordinating, resourcing and delivering each activity, including taking responsibility for relevant permits, permissions, health and safety requirements, staff, volunteer involvement, bookings, promotion and activity records.

Activity	Quantity and timing	Location	BCCM contribution
Primary schools – whole of year-level Environment Days for up to 100 students	Four events with local schools across the year (up to three hours per event)	Ocean Grove or Barwon Heads (beach)	Approval to use site 1-2 staff to support the activity
Secondary schools – single class size	Not essential, to be negotiated depending on priorities and demand	Ocean Grove, Barwon Heads or Breamlea	Approval to use site
Surf Life Saving Clubs (SLSC) – activity for approx. 100 Nippers	Three events in January (approx. two hours per event)	Ocean Grove SLSC, 13 th Beach Barwon Heads SLSC and Bancoora SLSC	Approval to use site One staff to support the activity as needed and available

			Branded banners, collateral
Coastal Discovery Stalls held in public spaces for all ages	Three stalls in January (held 10am-2pm)	Ocean Grove, Barwon Heads and Breamlea	Approval to use site One staff to support the activity Branded marquee, banners, signs and collateral
Value add or negotiable activities – e.g. static stall in public location, support on Barwon Coast-led activities, development of a targeted education resource	Determined by Supplier in negotiation with Barwon Coast	Ocean Grove, Barwon Heads or Breamlea	Planning, approvals and support as negotiated

- ii. **Provision of suitably qualified or trained educators** with the knowledge and skills to safely engage people with the local coastal environment. Some activities will require two staff to lead them. All staff must comply with BCCM's practices in relation to Victoria's Child Safe Standards, as outlined in the Barwon Coast *Safeguarding Children and Young People Policy*.
- iii. **Provision of equipment to support activities to achieve safety, inclusion and educational outcomes**, for example provision of shade, marine specimens, or equipment that engages participants in the activity.
- iv. **Development of promotional materials and communications** about the activities that acknowledge BCCM, and the ability to promote public events through your established channels.
- v. **Demonstrated knowledge of, and involvement in, local environmental and/or education networks**, and existing connections in local communities.
- vi. **Demonstrate principles of environmental sustainability in the planning and delivery of activities**, and in any resources provided to participants (e.g. no single use plastic items).

Additionally, in your Offer, you are invited to include **value-adds** that further enhance local environmental and community outcomes, for example providing education resources that are

available to the wider community, or supporting community volunteering that aligns with BCCM's education objectives.

Groups we expect you will work with:

- Primary schools based in Ocean Grove and Barwon Heads
- Secondary schools based in Drysdale, Armstrong Creek and Geelong
- Surf Life Saving Clubs at Ocean Grove, 13th Beach Barwon Heads and Bancoora
- Local volunteer groups, e.g. Coastcare, Friends of the Bluff, Friends of the Hooded Plover Bellarine

Process for developing the agreed program and reporting to BCCM

Milestone	Indicative date
Initial meeting to understand BCCM's target groups and conservation messages for the Contract period	Week commencing Monday 6 October 2025 or sooner.
Develop a program of activities for the Contract period in agreement with BCCM	October 2025 (may be combined with above).
Submit a short mid-term progress report – including activities already delivered, participant numbers and outcomes. Will include a corresponding meeting.	February 2025.
Submit a short annual report – including all activities, participant numbers and outcomes for the Contract period. Will include a corresponding meeting.	July 2026.
Additional meetings as required and agreed, for program planning, management and debriefs.	Within Contract period.

3. Contract term

The Contract period is to 30 June 2026. At completion of the Contract period, BCCM may extend the term of the Contract by a further period of up to two (2) x one (1) year extensions, dependent upon future budgets, satisfactory performance and agreement of the Supplier.

4. Payment

BCCM has a maximum budget of \$22,000 (excluding GST) for delivery of this Contract. The Supplier will be paid according to the following milestones:

Milestone	Payment
Award of contract	25%

Contract mid-point	50%
Receipt of final report	25%

5. Insurance

The Supplier must effect the following insurance policies in terms approved by BCCM:

1. Public Liability cover of not less than \$20 Million per event – listing Barwon Coast Committee of Management and the Department of Energy, Environment and Climate Action as Interested Parties.
2. Professional Indemnity cover.
3. WorkCover Insurance.
4. Comprehensive motor vehicle insurance for vehicles being driven on the reserve managed by BCCM during the delivery of Services.

6. Workplace Health and Safety

The Supplier must comply with the following Workplace Health and Safety requirements:

6.1 Safe working environment

It is the Supplier's responsibility to at all times provide a safe working environment for their employees, activity participants, volunteers and the general public.

Suppliers must comply with statutory requirements including the Occupational Health and Safety Act 2004, its Regulations, the Equal Opportunity Act 2010, relevant Australian Standards, BCCM's relevant policies and procedures, and all lawful instructions of management.

6.2 Documentation and First aid

It is the Supplier's responsibility to:

- Complete a site-specific Safe Work Method Statement/Job Safety Assessment prior to each activity.
- Ensure that a qualified First Aider and first aid kit are present on all activities.

6.3 Child Safety

BCCM is committed to being a Child Safe organisation and has zero tolerance for the abuse of children or young people. The Supplier must comply with BCCM's Safeguarding Children and Young People Policy (available on request and on award of contract), and provide copies of their own policies and procedures relating to child safety.

The Supplier is required to provide at BCCM's request and prior to commencement of any works, evidence (to BCCM's satisfaction) of Working With Children Checks (WWCC) for all of its employees (inclusive of any subcontractors) who in performing the contracted services and may be in the physical proximity of children. All WWCC are to remain current for the duration of the Contract. Any costs to the Supplier in maintaining WWCC and complying with Victoria's Child Safe Standards are to be borne by the Supplier.

7. Special Conditions

The Supplier must comply with the following additional special conditions:

7.1 BCCM strategic directions

As the appointed marine and coastal Crown land manager, BCCM develops and operates under the strategic direction of a Coastal and Marine Management Plan (CMMP). The CMMP will guide the priority audiences, messages and conservation outcomes targeted through this Contract for education services. Broadly, the Supplier should operate in accordance with the strategic directions of the CMMP as they deliver the Services specified in the Contract.

7.2 Acknowledgement of Barwon Coast Committee of Management (BCCM)

The Supplier must acknowledge BCCM throughout the promotion and delivery of agreed activities, for example on flyers, social media posts, reports and educational materials. BCCM will provide logos in digital format, and all materials must be approved by BCCM prior to publication. BCCM will provide some branded equipment such as banners, marquee and signs for activities as relevant.

7.3 Adjustments to agreed program

Changes to the agreed activities, services and schedule can be made through negotiations between BCCM and the Supplier. This may be necessary due to the availability or uptake of other parties to be involved or to participate in activities, the weather or safety considerations.

8. Commencement of work

The Supplier shall not commence work prior to providing the following to BCCM:

- a) Evidence of insurances as set out above;
- b) Evidence of Workplace Health and Safety requirements as set out above;
- c) Agreed program of activities (and any other provisions) to be delivered in the Contract period.

9. Completion of work

The Supplier must provide the Services by 30 June 2026.

10. Evaluation of quotations

A scoring system will be used as part of the assessment of the Supplier's response to the Invitation to Supply. The following is a list of the nominated selection criteria for this Invitation:

Evaluation Criteria	Weighting
Public Liability Insurance	Pass/Fail
Professional Indemnity Insurance	Pass/Fail
WorkCover Insurance	Pass/Fail
Adherence to specified Workplace Health and Safety requirements	Pass/Fail

Price/value for money	40%
Company experience – ability to provide appropriate staff and resources, and experience delivering similar programs	25%
Program delivery – ability to plan and deliver environmental activities safely, and to agreed timeframes	25%
Local context – demonstrated knowledge of, and benefits to, the coastal environment and local communities	5%
Innovation and value-added services – ability to have positive outcomes beyond the basic requirements of this Invitation	5%

Part B – Conditions of participation

B.1 – Organisation Specific Requirements

1. Complaints procedure

Any complaint about this Invitation or the Invitation Process must be submitted in writing to the Project Manager by the means set out in Item 4 of Part A.1 above immediately upon the cause of the complaint arising or becoming known to the Invitee. The written complaint must set out:

- (a) the basis for the complaint (specifying the issues involved);
- (b) how the subject of the complaint (and the specific issues) affects the person or organisation making the complaint;
- (c) any relevant background information; and
- (d) the outcome desired by the person or organisation making the complaint.

Any complaint submitted to the Project Manager in accordance with this clause 1 that relates to the conduct or performance of the Project Manager or the manner in which the Project Manager has handled the Invitation Process must also be copied to the Alternate Contact.

2. Submission of Offers

Offers are to be submitted electronically as specified in Item 6 of Part A.1 above.

3. Invitees to be Incorporated

Only Invitees that are incorporated at the time of closing of Offers are eligible to submit an Offer in response to this Invitation.

4. Application of these rules

The rules contained in Part A.1 and this Part B apply to:

- (a) this Invitation and any other information given, received or made available by the Organisation in connection with this Invitation, including any Additional Materials specified in Item 9 of Part A.1 and any revisions or addenda to this Invitation;
- (b) the Invitation Process; and
- (c) any communications relating to this Invitation or the Invitation Process.

5. Other conditions

Not applicable.

B.2 – Victorian Government Requirements

1. Invitation

1.1. Status of Invitation

- (a) This Invitation is an invitation to submit an Offer for the provision of the Goods and/or Services as set out in Part A.2 – Specifications.
- (b) Nothing in this Invitation is to be construed, interpreted or relied upon, whether expressly or implied, as an offer capable of acceptance by any person, or as creating any form of contractual, promissory, restitutionary or other rights.
- (c) No binding contract (including a process contract) or other understanding (including any form of contractual, promissory, restitutionary or other rights) for the supply of the Goods and/or Services will exist between the Organisation and any Invitee unless and until the Organisation has signed a formal written contract as contemplated in clause 6.1 of this Part B.2.
- (d) Participation in the Invitation Process is subject to compliance with the rules contained in Part A.1 – About this Invitation and Part B – Conditions of Participation.
- (e) All entities (whether they submit an Offer) having obtained or received this Invitation may only use it, and the information contained in it, in compliance with the conditions contained in Part A.1 – About this Invitation and Part B – Conditions of Participation.
- (f) All Invitees are deemed to accept the rules contained in Part A.1 – About this Invitation and Part B – Conditions of Participation from the date that the Invitee receives this Invitation.
- (g) If any rule contained in this Invitation breaches an international agreement that is applicable to the procurement activity of the Organisation, that rule shall be read down to the extent strictly necessary to comply with that international agreement.

1.2. Accuracy of Invitation

- (a) While all due care has been taken in connection with the preparation of this Invitation, the Organisation does not make any warranties or representations that the content of this Invitation or any part of it or any information communicated to or provided to Invitees in connection with this Invitation or during the Invitation Process is, or will be, accurate, current or complete. The Organisation and its Representatives will not be liable in respect of any information communicated or provided which is not accurate, current or complete or for any omission from the Invitation documents.
- (b) If an Invitee finds (or reasonably believes it has found) any discrepancy, ambiguity, error or inconsistency in this Invitation or any other information provided by the Organisation (other than minor clerical matters), the Invitee must immediately notify the Project Manager in writing of such discrepancy, ambiguity, error or inconsistency, so that there is fair opportunity to consider what corrective action is necessary (if any).
- (c) Any actual discrepancy, ambiguity, error or inconsistency in this Invitation or any other information provided by the Organisation will, if possible, be corrected by the Organisation and provided (or the proper information made available) to all Invitees without attribution to the Invitee that provided the notice.
- (d) If there is any inconsistency between any of the documents, or parts of the documents, constituting this Invitation, the Project Manager will determine the order of precedence. The Project Manager will notify all Invitees in writing where a determination is made pursuant to this clause 1.2(d).

1.3. Additions and amendments

The Organisation reserves the right to change or remove any information and/or to issue addenda to this Invitation before the Closing Time. Where the Organisation exercises its right to change information in accordance with this clause 1.3, the Organisation may, at its discretion:

- (a) seek amended Offers from Invitees; and/or
- (b) amend the Closing Time to allow Invitees sufficient time to amend their Offers.

1.4. Availability of Additional Materials

Additional Materials (if any) may be accessed in the manner set out in Item 9 of Part A.1 – About this Invitation. Invitees should familiarise themselves with the Additional Materials.

1.5. Representation

No representation made by or on behalf of the Organisation or its Representatives in relation to this Invitation (or its subject matter) will be binding on the Organisation unless the representation is expressly incorporated into the contract(s) ultimately entered into between the Organisation and an Invitee.

1.6. Licence to use Intellectual Property Rights

- (a) Persons obtaining or receiving this Invitation and any other documents issued in relation to this Invitation may use the documents only for the purpose of preparing an Offer.
- (b) Such Intellectual Property Rights as may exist in this Invitation and any other documents provided to the Invitees by or on behalf of the Organisation in connection with the

Invitation Process are owned by or licensed to (and will remain the property of) the Organisation except to the extent expressly provided otherwise.

1.7. Confidentiality

- (a) The Organisation may require persons and organisations wishing to access or obtain a copy of this Invitation or certain parts of it, or any Additional Materials, to execute a deed of confidentiality (in a form required by or satisfactory to the Organisation) before or after access is granted or a copy is provided.
- (b) Regardless of whether a deed of confidentiality is executed in relation to this Invitation, all persons (including Invitees) obtaining or receiving this Invitation must:
 - (ii) keep, and must ensure that its Representatives keep, the content of this Invitation and any other information provided to Invitees by or on behalf of the Organisation in connection with the Invitation Process confidential; and
 - (iii) not disclose or use that information except as required for the purpose of developing an Offer in response to the Invitation.
- (c) Nothing in this clause 1.7 prevents an Invitee from contacting Industry Capability Network Victoria for the purposes of complying with its obligations under clause 9 of this Part B.2.

1.8. Others to be bound

The Invitee shall ensure that any of its Representatives, or any other person to whom it supplies this Invitation and any other documents issued in relation to the Invitation Process, will, in relation to use of, return of and liability for that material and documentation, be bound by the same terms in or to the same effect as those contained in this Invitation.

1.9. Continuing obligations

The obligations of the Invitee under this clause 1 survive the termination or expiration of the Invitation Process.

2. Communication

2.1. Communication protocol

All communications relating to this Invitation and the Invitation Process must be directed to the Project Manager.

2.2. Requests for clarification or further information

- (a) Any questions or requests for clarification or further information regarding this Invitation or the Invitation Process must be submitted to the Project Manager in writing by the date specified in Item 8 of Part A.1 – About this Invitation.
- (b) Any communication by an Invitee to the Organisation will be effective upon receipt by the Project Manager (provided such communication is in the required format).
- (c) The Organisation is not obliged to respond to any question or request, irrespective of when such question or request is received.

- (d) The Organisation may restrict the period during which it will accept questions or requests for further information or for clarification and reserves the right not to respond to any question or request, irrespective of when such question or request is received.
- (e) The Organisation may use any method of its choosing to provide answers to questions submitted in accordance with this clause 2.2.
- (f) If a question or request relates to only a particular Invitee, as determined by the Organisation, the Organisation may provide its response to that question or request (if any) only to that particular Invitee.
- (g) Responses to questions or requests that do not specifically relate to a particular person or organisation may be published to all Invitees by the Organisation without identifying the person or organisation having submitted the question or request, in which event such responses shall form part of this Invitation.
- (h) An Invitee may, by notifying the Project Manager in accordance with clause 2.1 of this Part B.2, withdraw a question submitted in accordance with this clause 2.2 in circumstances where the Invitee does not wish the Organisation to publish its response to the question, provided that such notification is received before any response is provided.

2.3. Briefing session/Individual Clarification Session

Not applicable to this Invitation.

2.4. Unauthorised communication and improper assistance

- (a) Communications (including promotional or lobbying activities) with the Organisation, its Representatives or other Victorian Government departments or agencies are not permitted during the Invitation Process except as provided in clause 2.1 above, or otherwise with the prior written consent of the Project Manager.
- (b) Unauthorised communications with such persons may, in the absolute discretion of the Organisation, lead to disqualification of an Invitee from further participating in the Invitation Process.
- (c) Nothing in this clause 2.4 is intended to prevent communications with the Organisation's Representatives to the extent that such communications do not relate to this Invitation or the Invitation Process.
- (d) Invitees must not engage in any activities or obtain or provide improper assistance that may be perceived as, or that may have the effect of, influencing the outcome of the Invitation Process in any way. Such activities or assistance may, in the absolute discretion of the Organisation, lead to disqualification of an Invitee from further participating in the Invitation Process.
- (e) Invitees must not seek or obtain the assistance of Representatives of the Organisation or the State in the preparation of their Offers. In addition to any other remedies available to it under Law or contract, the Organisation may, in its absolute discretion, immediately disqualify an Invitee that it believes has sought or obtained such assistance.

2.5. Anti-competitive conduct

- (a) Invitees and their Representatives, including proposed subcontractors and suppliers, must not engage in any collusive, anti-competitive or similar conduct with any other Invitee or person in relation to:
 - i. the preparation, content or lodgement of their Offer;
 - ii. the evaluation and clarification of their Offer;
 - iii. the conduct of negotiations with the Organisation; or
 - iv. the Invitation Process.
- (b) For the purpose of this clause 2.5, collusion, anti-competitive conduct or any other similar conduct may include disclosure, exchange and clarification of information, whether such information is confidential to the Organisation or any other Invitee or any person or organisation. It does not include discussions between members of a consortium or discussions between an Invitee and a subcontractor to that Invitee.
- (c) In addition to any other remedies available to it under Law or contract, the Organisation may, in its absolute discretion, immediately disqualify an Invitee that it believes has engaged in, or whose Representatives it believes has engaged in, such collusive, anti-competitive or similar conduct.

2.6. Unlawful inducements

- (a) Invitees and their Representatives must, at all times during the Invitation Process, comply with any applicable Laws and State policies regarding the offering of unlawful inducements in connection with the preparation of their Offer.
- (b) The Invitee must not, and must ensure that its Representatives do not, make or provide any unlawful inducement, payment or promise to the Organisation or any of its personnel in connection with this Invitation or the Goods and Services requested under it.

2.7. Legal entities and consortia

- (a) The Organisation will only enter into the Proposed Contract with a legal entity which has the capacity to enter into a binding contract. Invitees must provide proof of their legal status if requested by the Organisation.
- (b) Where the Invitee is a member of a consortium, the Offer must stipulate which part(s) of the Goods and/or Services that each entity comprising the consortium would provide and how the entities would relate to each other to ensure full provision of the required Goods and/or Services. All consortium members are to provide details relating to their legal structure, and where applicable, provide details of any special purpose vehicle established to meet the requirements of this Invitation.
- (c) Where the Invitee consists of more than one entity, each of these entities will be jointly and severally liable to provide the Goods and/or Services.

2.8. Complaints about this Invitation

An Invitee with a complaint about this Invitation or the Invitation Process which has not been resolved in the first instance with the Project Manager must follow the complaints process of the Organisation as detailed in Item 1 of Part B.1 – Organisation Specific Requirements.

2.9. Conflict of interest

- (a) Invitees must not, and must ensure that their Representatives do not, place themselves in a position that may give rise to an actual, potential or perceived conflict of interest between the interests of the State and the Invitee's interests during the Invitation Process.
- (b) Invitees are required to disclose any conflicts of interest in their Offer in accordance with the requirements in Part D – The Offer. If an Invitee submits its Offer and a conflict of interest arises, or is likely to arise, which was not disclosed in the Offer, the Invitee must promptly notify the Project Manager immediately in writing of that conflict by the means set out in clause 2.1 of this Part B.2.
- (c) The Organisation may disqualify an Invitee from the Invitation Process if the Invitee fails to notify the Organisation of any conflict of interest or if the Organisation determines that a conflict (whenever and howsoever arising) cannot be managed to the Organisation's satisfaction.

3. Submission of Offers

3.1. Lodgement

- (a) Offers must be lodged by the Closing Time in accordance with the Lodgement details set out in Item 5 of Part A.1 – About this Invitation. The Closing Time may be extended by the Organisation in its absolute discretion. Where the Organisation extends the Closing Time, it will provide written notice to Invitees.
- (b) All Offers lodged after the Closing Time will be recorded by the Organisation. The determination of the Organisation as to the actual time that the Invitee's Offer is lodged is final.
- (c) Where this Invitation requires or permits Offers to be lodged via the internet through the website nominated in Item 6 of Part A.1 – About this Invitation, Invitees:
 - i. may only submit documentation that has been virus checked and is free from viruses; and
 - ii. are deemed to accept the online user agreement applying to that website and must comply with the requirements set out on that website.
- ~~(d) Where this Invitation requires or permits Offers to be lodged in hard copy, packages containing the Offer must be marked with the information set out in Item 6 of Part A.1 – About this Invitation and must be placed in the Tender Box at the address which is set out in Item 6 of Part A.1 – About this Invitation.~~
- ~~(e) If there is any inconsistency between the documents that comprise an Invitee's Offer, the hardcopy "Original" version of the document will take precedence.~~

3.2. Late Offers

- (a) If an Offer is lodged after the Closing Time, it may be disqualified from the Invitation Process and may be ineligible for consideration unless:
 - i. the Invitee can clearly document to the satisfaction of the Organisation that an event of exceptional circumstances caused the Offer to be lodged after the Closing Time; and
 - ii. the Organisation is satisfied that accepting a late submission would not compromise the integrity of the market approach.
- (b) The determination of the Organisation as to the actual time that the Invitee's response is lodged is final. All Offers lodged after the Closing Time will be recorded by the Organisation.
- (c) Subject to this clause 3.2, the Organisation will inform an Invitee whose Offer was lodged after the Closing Time of their eligibility for consideration.

3.3. Providing an Offer

It is the responsibility of all Invitees to:

- (a) understand the requirements of this Invitation, the Invitation Process and any reference documentation or other information in relation to this Invitation;
- (b) examine this Invitation and any documents referenced or attached to this Invitation and any associated or additional material or documentation;
- (c) fully inform themselves in relation to all matters arising from this Invitation, including all matters regarding the Organisation's requirements for the provision of the Goods and/or Services;
- (d) make their own enquiries and assess all risks regarding this Invitation and the Invitation Process;
- (e) ensure that they comply with all applicable Laws with regard to preparing their Offer and participating in the Invitation Process (including Chapter 2 of the *Australian Consumer Law and Fair Trading Act 2012* (Vic));
- (f) ensure that Offers remain valid and open for acceptance for a minimum of 120 days from the Closing Time (or such other period agreed between the Organisation and the Invitee);
- (g) ensure that the Offer is not conditional on:
 - i. any type of board, committee, third party or regulatory approval or consent;
 - ii. the Invitee (or any other party) obtaining any regulatory approval or consent or the consent or approval of any third party;
 - iii. the Invitee conducting due diligence or any other form of enquiry or investigation; or
 - iv. the Invitee stating that it wishes to discuss or negotiate any commercial terms of the Proposed Contract,

and the Organisation may, in its absolute discretion, disregard any Offer that is, or is stated to be, subject to any one or more of the conditions detailed above (or any other conditions);

- (h) ensure the Offer includes a GST exclusive price, the GST payable and the total cost for the Goods and/or Services; and
- (i) provide additional information in a timely manner as requested by the Organisation.

3.4. Format and contents

- (a) Each Invitee must ensure that:
 - i. its Offer is presented in the required format as set out in Part D – The Offer, conforms with word limits (if specified), and is accurate and complete; and
 - ii. all the information fields in Part D – The Offer are completed and contain the information requested.
- (b) The Organisation may, in its absolute discretion, reject an Offer that does not include the information requested or is not in the required format.
- (c) Unnecessarily elaborate responses or other presentations beyond what is sufficient to present a complete and effective proposal are not desired or required. Elaborate artwork and expensive visual and other presentation aids are not necessary.
- (d) Word or page limits, where specified, should be observed and the Organisation reserves the right to disregard any parts of the Offer exceeding the specified word or page limit.

3.5. Illegible content, alteration and erasures

- (a) Incomplete Offers may, at the Organisation's discretion, be disqualified or evaluated solely on the information contained in the Offer.
- (b) The Organisation may disregard any content in an Offer that is illegible and will be under no obligation whatsoever to seek clarification from the Invitee.

3.6. Alternative Offers

- (a) An Invitee may submit an Alternative Offer. An Alternative Offer will only be accepted if:
 - i. the Invitee also provides a conforming Offer; and
 - ii. the alternative proposal is clearly identified as an "Alternative Offer".
- (b) An Alternative Offer may:
 - i. not comply with the Specifications for relevant Goods and/or Services due to the inherent design or capability of those Goods and/or Services; or
 - ii. contain an offer to provide Goods and/or Services in a manner different to that specified in the Specifications.
- (c) Invitees are encouraged to offer options or solutions which may, in an innovative way, contribute to the Organisation's ability to carry out its business in a more cost-effective manner. These may be related to:

- i. the outputs, functional, performance and technical aspects of the requirement;
 - ii. minimisation of environmental impact; and/or
 - iii. opportunities for more advantageous commercial arrangements.
- (d) Any such options or solutions will be considered by the Organisation on a “commercial in confidence” basis if requested by the Invitee.
- (e) Where an Invitee submits an Alternative Offer which meets the requirements of this Invitation in an alternative and practical manner, the Offer must also include any supplementary material (including such pricing and costing details as may be necessary to enable the Organisation to fully assess the financial impact of the Alternative Offer), which demonstrates in detail that such an alternative will fully achieve all the specified requirements, together with references as to why the additional features may be advantageous.
- (f) The Organisation reserves the right to consider Alternative Offers on their merits or not to consider them at all.

3.7. Errors in an Offer

If an Invitee identifies an error in its Offer after the Closing Time (excluding clerical errors which would have no bearing on the evaluation), it must promptly notify the Organisation.

The Organisation may, in its discretion, permit an Invitee to correct an unintentional error in its Offer after the Closing Time, but in no event will any correction be permitted if the Organisation reasonably considers that the correction would materially alter the Offer.

3.8. Use of an Offer

Upon submission, all Offers become the property of the Organisation. The Invitee will retain all ownership rights in any Intellectual Property Rights contained in its Offer, however each Invitee, by submission of its Offer, is deemed to have granted a licence to the Organisation to reproduce the whole, or any portion of, its Offer for the purposes of enabling the Organisation to evaluate the Offer and for the purpose of disclosing it under clause 7.1 of this Part B.2.

3.9. Status of Offer

Each Offer constitutes an irrevocable offer by the Invitee to the Organisation to provide the Goods and/or Services required under, and otherwise to satisfy the requirements of, the Specification (Part A.2 of this Invitation) on the terms and conditions of the Proposed Contract (Part C of this Invitation), subject to the statement indicating the Invitee's compliance with the Specification and the Proposed Contract contained in the Offer.

3.10. Responsibility for costs

- (a) An Invitee's participation or involvement in any stage of the Invitation Process is at the Invitee's sole risk, cost and expense. The Organisation will not be responsible for, nor pay for, any expense or loss that may be incurred by Invitees in relation to the preparation or lodgement of their Offers, any subsequent negotiations or any future process connected with or related to the Invitation Process.
- (b) The Organisation is not liable to any Invitee for any claim in respect of any costs, expenses or losses based on any contractual, promissory or restitutionary grounds whatsoever as a

consequence of any matter relating to the Invitee's participation in the Invitation Process, including instances where:

- (i) the Invitee is not engaged to perform under any contract;
- (i) the loss results from the exercise of the Organisation's rights (or failure to inform an Invitee of the exercise of any of the Organisation's rights) in relation to the Invitation Process, whether under this Invitation or at Law; or
- (ii) the loss results from placing reliance on the Invitation or any Additional Material or information supplied or made available by the Organisation.

4. Compliance with Specifications and Proposed Contract

4.1. Compliance statement

- (a) Invitees are required to provide a statement of its compliance with Part A.2 – Specifications and Part C – Proposed Contract. Further instructions regarding requirements of the compliance statements are contained within Part D – The Offer.
- (b) For the purpose of the Invitee's preparation of the compliance statements required under this clause 4, indefinite responses such as "noted", "to be discussed" or "to be negotiated" are not acceptable. Whilst the Organisation may conduct negotiations with one or more Invitees, Invitees are required to indicate specifically why they do not comply with a provision of the Specifications or the Proposed Contract, or the conditions surrounding their compliance.
- (c) Where the Invitee is unwilling to accept a specified condition, the non-acceptance must be clearly and expressly stated. Prominence must be given to the statement detailing the non-acceptance. It is not sufficient that the statement appears only as part of an attachment to the Offer or be included in a general statement of the Invitee's usual operating conditions.
- (d) An incomplete Offer may be disqualified or assessed solely on the information received with the Offer.

5. Evaluation

5.1. Evaluation process

- (a) The Organisation will evaluate all Offers complying with the conditions of this Invitation, including Late Offers where the Organisation is satisfied of the matters referred to in clause 3.2 of this Part B.2, in accordance with the evaluation process described in this clause 5.
- (b) The Organisation will evaluate Offers in accordance with the Evaluation Criteria. If one or more of the Evaluation Criteria are subjective, then the Organisation reserves the right to exercise discretion as to evaluation against that Evaluation Criteria.

- (c) Offers which are significantly deficient as against one or more Evaluation Criteria may result in the Offer not being further evaluated.
- (d) The Organisation has absolute discretion in relation to the evaluation of an Offer and the conduct of the evaluation process, including whether the proposed evaluation process set out in this clause 5 is followed in whole or in part by the Organisation. The commencement of negotiations by the Organisation with one or more other Invitees is not to be taken as an indication that any particular Invitee has been or has not been successful.
- (e) An Offer from an Invitee will not be deemed to be unsuccessful until such time as the Invitee is formally notified of that fact by the Organisation.
- (f) Without limiting the Organisation's rights in relation to this Invitation, the Organisation may, in its absolute discretion:
 - (i) reject or accept any or all Offers in whole or in part;
 - (ii) reject an Offer that does not include all the information requested or is not in the format required;
 - (iii) after concluding a preliminary evaluation, reject any Offer that does not meet the mandatory criteria specified in Item 10 of Part A.1 or that, in its opinion, is unacceptable;
 - (iv) disregard any content in an offer that is illegible without any obligation whatsoever to seek clarification from the Invitee;
 - (v) disqualify an incomplete Offer or evaluate it solely on the information contained within the Offer;
 - (vi) shortlist one or more Invitees to proceed to further negotiations;
 - (vii) commence or continue discussions or negotiations with all or some Invitees without shortlisting any Invitees and allow any Invitee to vary its Offer;
 - (viii) conduct site visits, due diligence checks, reference checks, financial checks and panel interviews during the course of the evaluation;
 - (ix) invite some or all Invitees to give a presentation to the Organisation in relation to their Offers and/or a demonstration of their goods and/or services;
 - (x) invite some or all Invitees to submit a best and final offer in relation to all or certain aspects of their respective Offers;
 - (xi) conduct workshops on selected topics with some or all Invitees, whether before or after the Closing Time;
 - (xii) accept one or more of the Offers;
 - (xiii) reject any or all Offers;
 - (xiv) alter the structure and/or the timing of this Invitation or the Invitation Process;
 - (xv) vary or extend any time or date specified in this Invitation for any or all Invitees;
 - (xvi) elect not to appoint any Invitee or enter into a contract with any Invitee;

- (xvii) cease to proceed with or suspend the Invitation Process prior to the execution of a formal written contract;
 - (xviii) consider Alternative Offers; or
 - (xix) call for new or revised Offers.
- (g) The Organisation may, but is not in any way bound to, shortlist, select as successful, or accept the Offer offering the lowest price.
- (h) If the Organisation wishes to include a shortlisting stage in its evaluation process, the Organisation is not, at any time, required to notify Invitees or any other person or organisation interested in submitting an Offer.

5.2. Evaluation Stages

The Organisation may choose to conduct all, or any combination of, the evaluation stages set out in this clause 5.2 and is under no obligation to notify Invitees of the stages it is conducting.

(a) Stage 1 – Receipt of Offers and initial evaluation, including compliance

Offers will be submitted in accordance with clause 3.1 of this Part B.2. Offers received will be receipted and logged. Any Late Offers will be dealt with in accordance with clause 3.2 of this Part B.2.

The Organisation's evaluation team will then perform an initial review of the Offers, consisting of a compliance check to ensure that the Offers meet the mandatory Evaluation Criteria, are compliant with the requirements set out in Part A.1, Part B and the Offer requirements set out in Part D of this Invitation. Probity and legal advice may also be sought to confirm appropriate action with non-conforming and non-compliant offers.

(b) Stage 2 – Compliance against requirements

This stage will evaluate each Offer to determine the level of compliance with the requirements in Part A.2 – Specification. Where an Invitee's Offer is unclear, clarifications may be sought from the Invitee to enable their level of compliance to be assessed appropriately. Only those Offers that demonstrate a sufficient level of compliance with the requirements in Part A.2 of this Invitation will be assessed further.

In its absolute discretion, the Organisation may invite some or all Invitees to give a presentation to the Organisation in relation to their Offer. Invitees who are requested to provide a presentation will be given details of these scenarios in advance. The presentations also provide an opportunity for the Organisation's evaluation team to ask any outstanding clarification questions of Invitees.

Reference checks may also be carried out during this stage to further refine the assessment of some or all Offers.

(c) Stage 3 – Value for money assessment

This stage involves performing a financial and value for money assessment on each Offer based on scores resulting from the evaluations undertaken to date and the pricing provided by each Invitee.

This stage may result in the Organisation shortlisting one or more Invitees based on the value for money assessment and other evaluations conducted to date.

The Organisation may, in its sole discretion, proceed to Stage 4 with only one Invitee or may consider not proceeding with the Invitation Process.

~~(d) — Stage 4 — Interactive Vendor Engagement~~

~~(i) — Walkthrough~~

~~During this stage, Invitees shortlisted as at the conclusion of Stage 3 will be invited to present an individual walk through of their Offer. Each session will provide the Invitee with an allocated time to present its solution to the evaluation team in an interactive environment, giving the evaluation team the opportunity to clarify any issues relating to the Invitee's solution and ask questions pertaining to each Offer. The evaluation team will set the agenda for each walk through to ensure each Invitee is given a consistent and equal opportunity to address each area of its Offer.~~

~~The evaluation team may also conduct a site visit(s) to an Invitee's nominated referee site as part of this stage. Invitees must cooperate and assist the evaluation team where site visits are requested. Invitees agree that, if requested, the Organisation may conduct a site visit to an Invitee's nominated referee site without the Invitee being present.~~

~~(ii) — Report card~~

~~Subject to the outcome of the walkthrough session, if the Organisation considers necessary, the Organisation may supply each Invitee with a "report card". The report card will provide initial and high level comments on the Invitee's Offer as submitted.~~

~~The report card is not a scoring instrument. The report card:~~

- ~~(A) — aims to focus the Invitee on a small number of particularly key areas within an Invitee's Offer that require attention;~~
- ~~(B) — will not provide detailed feedback or cover all parts of its Offer; and~~
- ~~(C) — will take the form of a short narrative to the Invitee describing opportunities for improvement in its Offer and is not in any way an exhaustive list of areas for improvement.~~

~~Each Invitee will be required to acknowledge in writing that it has received a report card within one working day of receipt.~~

~~Invitees are to note that the provision of a report card does not indicate the completion of the evaluation process and does not indicate or imply that any decision has been made in respect of its Offer.~~

~~(iii) — Submission of Addendum~~

~~Following the receipt of a report card, the Invitee will have the opportunity to submit an addendum to its Offer. Any addendum must be received by the due date specified in Item 8 of Part A.1 — About this Invitation. Submission of an addendum is at the Invitee's discretion.~~

~~The submission of an addendum based on information provided in the report card will not guarantee the Invitee any particular outcome or progression in the evaluation. The Organisation takes no responsibility for any addendum made to an Offer as part of the refinement process in this stage.~~

~~Offers will be re-evaluated and scored following receipt of the addenda.~~

~~(e) Stage 5 – Further value for money assessment and latest shortlisting point~~

~~Shortlisting (including not proceeding with any Offer) may occur at any stage prior to Stage 5. Stage 5 is the latest point at which shortlisting will occur.~~

~~During this stage, the scores received by Invitees in the previous stages will be reviewed, and a further value for money assessment conducted, based on scores received and the pricing provided by the Invitee.~~

~~The Organisation may shortlist one or more Invitees based on the further value for money assessment.~~

~~The Organisation may, in its sole discretion, proceed to Stage 6 with only one Invitee or may decide not to continue with the Invitation Process.~~

(f) Stage 6 – Negotiations

The Organisation may proceed to negotiations with one or more Invitees with a view to maximising the benefits of the Offers submitted. As part of this negotiation process, the Organisation may request such Invitee(s) to improve one or more aspects of their Offer, including any technical, financial, corporate or legal components.

The Organisation is under no obligation to conduct any negotiations with Invitees.

~~(a) Stage 7 – Best and final offer and final selection~~

~~One or more Invitees may be invited to submit a best and final offer (**BAFO**) based on the outcomes of the negotiations (if any) or otherwise. Any BAFO submitted is to be treated as a variation to an Offer. These Conditions of Participation will continue to apply to the submission of any BAFO.~~

~~After receiving any BAFOs, the Organisation may then conduct a final value for money assessment to select the successful Invitee.~~

~~Notwithstanding the possibility that the Organisation may give any or all Invitees the opportunity to submit a BAFO, Invitees should be aware that the Organisation will, in conducting its evaluation of Offers, rely on all information (including all representations) contained in such Offers. The Organisation is not obliged to give any or all Invitees, even if shortlisted or invited to proceed to negotiations, the opportunity to submit a BAFO, therefore Invitees are encouraged to submit their best and final offers in their initial response to this Invitation. If the Organisation chooses to give any Invitee the opportunity to submit a BAFO, it is under no obligation to give notification before the Closing Time that such opportunity will be given.~~

(b) Stage 8 – Prepare procurement recommendation

The evaluation team will prepare a final evaluation report and may submit a recommendation to BCCM's CEO or officer delegated with authority to enter into a contract with an Invitee.

(c) **Stage 9 – Notification of unsuccessful Invitees and debriefing**

All Invitees will be informed in writing of the outcome of their Offers at the earliest opportunity and will be offered an optional debriefing at the earliest practicable time, after the conclusion of the Invitation Process. Attendance at such sessions is optional.

5.3. Clarification of an Offer

- (a) If, in the opinion of the Organisation, an Offer is unclear in any respect, the Organisation may, in its discretion, seek clarification from an Invitee. Failure to supply clarification to the satisfaction of the Organisation may render the Offer liable to disqualification.
- (b) The Organisation is under no obligation to seek clarification and reserves the right to disregard any clarification that the Organisation considers to be unsolicited or otherwise impermissible in accordance with the conditions set out in Part A – About this Invitation and Part B – Conditions of Participation.

5.4. Discussion with Invitees

The Organisation may:

- (a) negotiate with one or more Invitees and allow any Invitee to vary its Offer;
- (b) interview, negotiate or hold discussions with any Invitee or prospective Invitee on any matter contained (or proposed to be contained) in an Offer to the exclusion of others; or
- (c) request some or all Invitees to conduct site visits, provide references and additional information, and/or make themselves available for panel interviews.

6. Shortlisted or preferred Invitee(s)

6.1. No legally binding contract

Selection as a shortlisted or preferred Invitee does not give rise to a contract (express or implied) between the shortlisted or preferred Invitee and the Organisation for the supply of goods and/or services. No legal relationship will exist between the Organisation and the shortlisted or preferred Invitee until such time as a binding contract in writing is executed by both parties.

6.2. Pre contractual negotiations

The Invitee is bound by its Offer and, if selected as the successful Invitee, must enter into a contract based on the Offer without negotiation.

6.3. No obligation to enter into contract

- (a) Notwithstanding the outcome of any evaluation conducted in accordance with clause 5 of this Part B.2 and without limiting any other rights the Organisation may have, the Organisation is under no obligation to appoint a successful Invitee or to enter into a contract with a successful Invitee or any other person, including where it is unable to identify an Offer that complies in all relevant respects with the Organisation's requirements, or to do so would otherwise not be in the public interest.

- (b) Irrespective of whether the Organisation selects a successful Invitee, if the Organisation decides not to enter into a contract, the Organisation will be free to proceed via any alternative process, or to not proceed.

7. Disclosure requirements

7.1. Disclosure of Offer contents and Offer information

Offers will be treated as confidential by the Organisation. The Organisation will not disclose Offer contents and information except:

- (a) as required by Law (including, for the avoidance of doubt, as required under the *Freedom of Information Act 1982* (Vic) (FOI Act);
- (b) for the purpose of investigations by the Australian Competition and Consumer Commission or other government authorities having relevant jurisdiction;
- (c) to Representatives (including external consultants and advisers to the Organisation) engaged to assist with the Invitation Process, or to other Victorian Government departments or agencies for the purposes of evaluating the Offers or making decisions or granting approvals in connection with this Invitation or the Invitation Process generally;
- (d) as required by the office of the Auditor General appointed under section 94A of the *Constitution Act 1975* (Vic) or the ombudsman appointed under the *Ombudsman Act 1973* (Vic);
- (e) as required by IBAC as established under the *Independent Broad-based Anti-corruption Commission Act 2011* (Vic); or
- (f) where general information from Invitees is required to be disclosed by government policy, including in the circumstances described in clause 7.2.

7.2. ~~Contract disclosure~~

~~The Victorian Government Purchasing Board's 'Contract management and contract disclosure policy' requires the Organisation to disclose key details of contracts it enters into, including and variations to contracts, with a total estimate value exceeding \$100,000 (including GST). Where the value of the contract is estimated to exceed \$10 million (including GST), the Organisation must publish full contract details on the Contract Publishing System.~~

~~In submitting an Offer, the Invitee accepts that the Organisation may, in accordance with the requirements of applicable Victorian Government policy, publish (on the internet or otherwise):~~

- ~~(a) the name of the successful Invitee(s);~~
- ~~(b) the estimated value of the Offer(s) of the successful Invitee(s); and~~
- ~~(c) the successful Invitee(s) name, together with the provisions of the contract generally.~~

7.3. Requests to withhold contract information from disclosure

Invitees may request that some contract information be withheld from disclosure by the Organisation in its Offer or negotiations with the Organisation. The Organisation will consider all requests to withhold contract information from disclosure.

In determining whether contract information should be withheld from disclosure, the Organisation will apply the exemptions from disclosure under the FOI Act. These exemptions include a public interest test under section 36 of the FOI Act.

Any request by the successful Invitee to withhold contract information from disclosure must be justified by the successful Invitee in accordance with section 34(1) of the FOI Act. Under section 34(1), for example, information acquired by an organisation or a Minister from a business, commercial or financial undertaking is exempt from FOI disclosure if the information relates to:

- (a) trade secrets; or
- (b) other matters of a business, commercial or financial nature and the disclosure would be likely to expose the undertaking unreasonably to disadvantage.

However, even if certain contractual clauses are redacted by agreement between the Organisation and the successful Invitee, this will not:

- (c) exempt the redacted clauses from the further operation of the FOI Act;
- (d) reduce, limit or restrict in any way any function, power, right or entitlement of IBAC, the Privacy Commissioner or the Ombudsman; or
- (e) constrain the Auditor General's power to secure and publish documents in accordance with the *Audit Act 1994* (Vic).

In this clause 7:

- (f) IBAC means the commission established under the *Independent Broad-based Anti-corruption Commission Act 2011* (Vic) and includes any other organisation that may, from time to time, perform the functions of the commission;
- (g) a reference to the "Privacy Commissioner" is a reference to the Commissioner for Privacy and Data Protection appointed under section 96 of the *Privacy and Data Protection Act 2014* (Vic) or equivalent office holder (if any) with jurisdiction over the Organisation; and
- (h) a reference to the "Ombudsman" is a reference to the Ombudsman or equivalent office holder with jurisdiction over the Organisation; and
- (i) a reference to the "Auditor-General" is a reference to the Auditor-General or equivalent office holder with jurisdiction over the Organisation.

7.4. Unreasonable disadvantage

In determining whether disclosure of specific information will expose an Invitee's business unreasonably to disadvantage, the Invitee should consider section 34(2) of the FOI Act. Broadly, the Invitee should consider:

- (a) whether the information is generally available to competitors; and

- (b) whether the information could be disclosed without causing substantial harm to the competitive position of the business.

8. Social Procurement Framework

No Applicable

9. Local Jobs First– Under the Local Jobs First Act 2003

Not Applicable

10. Fair Jobs Code

Not Applicable

11. Invitee warranties

By submitting an Offer, an Invitee warrants that:

- (a) in lodging its Offer, it did not rely on any express or implied statement, warranty or representation, whether oral, written, or otherwise made by or on behalf of the organisation or its Representatives other than any statement, warranty or representation expressly contained in this Invitation;
- (b) it did not use the improper assistance of the Organisation or its Representatives or information unlawfully obtained from the Organisation or its Representatives in compiling its Offer;
- (c) it has examined this Invitation, and any other documents referenced or referred to herein, and any other information made available in writing by the Organisation to Invitees for the purposes of submitting an Offer;
- (d) it has sought and examined all necessary information which is obtainable by making reasonable enquiries relevant to the risks and other circumstances affecting its Offer;
- (e) it has otherwise obtained all information and advice necessary for the preparation of its Offer;
- (f) it has made proper allowance for all matters contained in or capable of inference from the information contained in this Invitation or obtained as part of the Invitation Process;
- (g) it has made proper allowance for all matters which might impact upon the Invitee's ability to provide the Goods and/or Services or provide the Goods and/or Services within any particular time, cost or quality constraints;
- (h) it has, and will maintain, the necessary skill, qualification and experience to enable it to provide the Goods and/or Services or carry out the works in accordance with the Proposed Contract;
- (i) it has, or will be able to, obtain all the necessary consents, permits and authorities necessary for it to provide the Services or carry out the works;
- (j) it is satisfied as to the correctness and sufficiency of its Offer;

- (k) it is responsible for all costs and expenses related to the preparation and lodgement of its Offer, any subsequent negotiation, and any future process connected with or relating to the Invitation Process;
- (l) its Offer has been prepared professionally, with due care and skill;
- (m) its Offer has been prepared in accordance with all relevant Laws and mandatory codes of conduct;
- (n) no inducement, payment or promise has been made by the Invitee or any of its Representatives to any personnel of the Organisation in connection with this Invitation or the Goods and/or Services requested under it;
- (o) it does not, and will ensure that its Representatives do not, hold any office or possess any property, are not engaged in any business, trade or calling and do not have any obligations by virtue of any contract whereby, directly or indirectly, duties or interests are or might be created in conflict with, or might appear to be created in conflict with, the interests of the State during the Invitation Process;
- (p) all statements made by the Invitee with respect to its Offer are true, not misleading and can be substantiated;
- (q) it is not insolvent within the meaning of Section 95A of the *Corporations Act 2001* (Cth) or otherwise and there is no unfulfilled or unsatisfied judgement or court order outstanding against the Invitee;
- (r) it otherwise accepts and will comply with the rules set out in Part A.1 – About this Invitation and Part B – Conditions of Participation; and
- (s) it will provide additional information in a timely manner as requested by the Organisation to clarify any matters contained in its Offer.

12. Organisation's rights

Notwithstanding anything else in this Invitation, and without limiting its rights at Law or otherwise, the Organisation reserves the right, in its absolute discretion at any time, to:

- (a) suspend or cease to proceed with the Invitation Process;
- (b) alter the structure and/or timing of this Invitation or the Invitation Process;
- (c) vary or extend any time or date specified in this Invitation for all or any Invitees;
- (d) terminate the participation of any Invitee or any other person in the Invitation Process;
- (e) require additional information or clarification from any Invitee or any other person or provide additional information or clarification;
- (f) negotiate with any one or more Invitees and allow any Invitee to alter its Offer;
- (g) call for new Offers;
- (h) reject any Offer received after the Closing Time;
- (i) reject any Offer that does not comply with the requirements of this Invitation; and/or

- (j) consider and accept or reject any Alternative Offer.

13. Law

13.1 Governing Law

This Invitation and the Invitation Process are governed by the Laws.

13.2 Compliance with Law

- (a) Invitees must comply with all applicable Laws in preparing and lodging their Offers and in taking part in the Invitation process.
- (b) Any Invitee, if requested by the Project Manager, must submit evidence of its compliance with any relevant Laws.

14. Definitions and Interpretation

14.1 Definitions

Additional Materials	means any or all of the materials as specified at Item 9 of Part A.1 – About this Invitation.
Alternate Contact	means the person identified as the Alternate Contact in Item 4 of Part A.1 – About this Invitation.
Alternative Offer	means an Offer made by an Invitee as an alternative to its primary Offer in accordance with clause 3.4 of this Part B – Conditions of Participation.
Closing Time	means the time specified in Item 5 of Part A.1 – About this Invitation by which Offers must be received by the Organisation.
Contracts Publishing System	means the system of the Victorian Government for the publication of information about contracts entered into by the Victorian Government and some agencies, including any replacement or amended system.
Evaluation Criteria	means the criteria set out at Item 10 of Part A.1 – About this Invitation.
Goods	means the goods or other products required by the Organisation as set out in the Specifications.
Intellectual Property Rights	includes all present and future copyright and neighbouring rights, all proprietary rights in relation to inventions (including patents), registered and unregistered trademarks, trade secrets, know how, registered designs and circuit layouts, and all other proprietary rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.
Invitation	means the opportunity set out in each of the documents identified in the Introduction to this Invitation, including this Part B – Conditions of Participation, any Additional Materials and any other documents so designated by the Organisation.

Invitation Process	means the process commenced by the issuing of this Invitation and concluding upon formal announcement by the Organisation of the selection of a preferred Invitee(s) or upon the earlier termination of the process.
Invitee	means any entity that submits an Offer in response to this Invitation. An invitee may also be known as a tenderer, provider, registrant, bidder or supplier.
Item	means an item in Part A.1 – About this Invitation.
Late Offer	means an Offer deemed to be a late Offer under clause 3.2(a) of Part B.2 – Victorian Government Requirements.
Laws	means: (a) the law in force in Victoria, including common law, legislation and subordinate legislation; and (b) ordinances, regulations and by-laws of relevant government, semi-government or local authorities.
Offer	means a document lodged by an Invitee in response to this Invitation containing an offer to provide Goods and/or Services in accordance with this Invitation. This may also be referred to as a quote, tender, submission, registration or bid.
Organisation	means the Victorian government department or agency issuing this Invitation, as described in Part A.1 – About this Invitation. In the case of an aggregated demand procurement, the Organisation described in described in Part A.1 – About this Invitation is the lead department or agency issuing the Invitation.
Organisation Contact	means the persons so designated at Item 4 of Part A.1 – About this Invitation and includes the Project Manager.
Part	means a part of this Invitation.
Project Manager	means the person identified as the Project Manager in Item 4 of Part A.1 – About this Invitation.
Proposed Contract	means the agreement and any other terms and conditions contained in or referred to in Part C – Proposed Contract.
Representative	means a party and its directors, officers, agents, servants, employees, contractors, associates, consultants, advisors, secondees, invitees and anyone else for whom that party is responsible and, in respect of an Invitee, includes any Related Body Corporate of the Invitee (as that term is defined in the <i>Corporations Act 2001</i> (Cth)) and any proposed subcontractors, suppliers and consortia members.
Services	means the services required by the Organisation as set out in the Specifications.
Social Procurement Framework	means <i>Victoria's Social Procurement Framework</i> published 26 April 2018 by the Victorian government, as amended from time to time.

Specifications	means any specifications or description of the Organisation's requirements contained in Part A.2 – Specifications.
State	means the Crown in right of the State of Victoria.
Supplier Code of Conduct	means the Supplier Code of Conduct issued by the Victorian Government for suppliers providing goods or services to the Victorian Government (as amended from time to time).
VGPB	means the Victorian Government Purchasing Board, the entity responsible for setting the supply policies that apply to Victorian Government departments and entities specified under section 54AA of the <i>Financial Management Act 1994</i> (Vic).

14.2. Interpretation

In this Invitation, unless expressly provided otherwise:

- (a) the singular includes the plural and vice versa;
- (b) a reference to
 - (i) 'includes' or 'including' means includes or including without limitation;
 - (ii) any legislation (whether primary or subordinate) is to legislation of the Commonwealth of Australia, or the State of Victoria as amended or replaced from time to time; and
 - (iii) '\$' or dollars is a reference to the lawful currency of the Commonwealth of Australia;
- (c) if a word or phrase is defined, its other grammatical forms have corresponding meanings;
- (d) words importing a gender include any other gender;
- (e) clause headings are inserted for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer; and
- (f) words importing persons include a partnership and a body whether corporate or otherwise.

14.3 Inconsistency

If there is any inconsistency between the documents that comprise this Invitation (Parts A to D), the documents will be interpreted in the following, descending order of precedence:

- (a) the Conditions of Participation in Part A.1 and Part B of this Invitation and any appendices, annexures or attachments;
 - (b) the Specification in Part A.2 of this Invitation;
 - (c) the Proposed Contract in Part C of this Invitation; and
 - (d) Part D of this Invitation and any annexures or attachments,
- so that the provision in the higher ranked document, to the extent of the inconsistency, prevails.

Part C – Proposed Contract

The Supplier will enter into the following Contract with Barwon Coast Committee of Management Incorporated (BCCM).

Contract Terms and Conditions

1. Definitions

The following terms will, if not inconsistent with the context, have the meanings indicated:

- 1.1 **"Delivery Date"** means the date specified in the Invitation to Supply.
- 1.2 **"Payments"** means the amounts or rates specified in the Invitation to Supply, or as amended by agreement between the parties.
- 1.3 **"Invitation to Supply"** means the advertised procurement documentation for this Contract.
- 1.4 **"Services"** means the services described in the Invitation to Supply, A.2 – Specifications.
- 1.5 **"Supplier"** means the party described in the Offer.
- 1.6 **"Offer"** means the Offer submitted by the Supplier in response to the Invitation to Supply, Part D – The Offer.
- 1.7 **"Intellectual Property"** means any and all technology and information existing at the date of this Contract which relates to the Services including but not limited to:
 - (a) any confidential information, copyright, patent and trademarks, and includes any right to apply for registration of these intellectual property rights; and
 - (b) any processes, formulae, designs, reports, drawings, specifications, software, blue-prints, patent applications, know-how and research data.

2. Completion

The Supplier must perform the Services on or before the Delivery Date in accordance with this Contract.

3. Warranties

- 3.1 In additionn to other warranties in this Contact and implied by law, it is a condition of the BCCM purchase that:
 - a) the Services will be provided with all due care and will comply with the reasonable requirements of BCCM;
 - b) the Supplier has the qualifications, experience and expertise represented to BCCM;
 - c) the Supplier has no conflict of interest in supplying the Services; and
 - d) the Services comply with the matters set out in the Invitation to Supply.

4. Variation or Termination

- 4.1 BCCM may, at any time, by giving written notice to the Supplier, terminate this Contract and the Supplier must on receipt of such notice immediately cease all work and take all appropriate action to mitigate any loss or prevent further costs being incurred. In such event BCCM will pay the reasonable fees and expenses of the Supplier in accordance with this Contract but not any loss of prospective profits. In no circumstances must the fees or expenses payable exceed the fees or expenses that would have been paid had the Contract terms been completed.
- 4.2 BCCM may at any time give written notice to the Supplier proposing a variation to the quantity of the Goods and/or the scope of the Services. The Supplier must, as soon as possible, or in any event within 7 days, provide a written proposal as to the varied Purchase

Price that will apply for the provision of the varied Goods and/or Services. BCCM may accept the varied Purchase Price proposal within 7 days of receipt from the Supplier but in the absence of such acceptance this Contract will continue as if no proposal under this sub-clause had been made.

5. Confidentiality

The Supplier will not disclose, and will ensure that its employees, agents and contractors do not disclose, any confidential information relating to BCCM or its affairs which may come to its or their knowledge during the term.

6. Rejection of Services

BCCM may reject any of the Services which do not comply in all respects with this Contract. BCCM is not required to make payment for any rejected Services.

7. Payment

If the Supplier complies with its obligations under this Contract, BCCM must make the Payments to the Supplier by the method specified in the Invitation to Supply.

8. Invoices

- 8.1 Unless otherwise agreed by BCCM, the Supplier may only invoice BCCM for Services after they are accepted by BCCM.
- 8.2 All invoices must contain a reference to a purchase order number supplied by BCCM. Any invoices which do not contain this reference may be returned to the Supplier unpaid.
- 8.3 All payments will be made within 30 days of BCCM receiving an invoice which complies with the Terms of the Contract.

9. Goods and Services Tax ("GST")

The Purchase Price is exclusive of GST. Where BCCM is required to pay the Supplier any amount under this Contract on account of GST, the amount representing GST will only be payable by BCCM to the Supplier where the Supplier supplies to BCCM a tax invoice for GST purposes, in a form approved by the BCCM.

10. Default by Supplier

10.1 If the Supplier defaults in the performance or observance of any obligation it has under this Contract, BCCM may give notice to the Supplier specifying the default and requiring that such default be remedied within 14 days.

10.2 If, within 14 days after receipt of the notice, the Supplier fails to remedy the default, to the satisfaction of BCCM, BCCM (without prejudice to any other rights that it may have under this Contract or at common law against the Supplier) may:

- 10.2.1 suspend payment under this Contract; or
- 10.2.2 terminate this Contract between the parties.

11. Insolvency of Supplier

If the Supplier -

- a) being a person, commits any act of bankruptcy; or
 - b) being a company, commits any act of insolvency -
- BCCM may terminate this Contract immediately.

12. Sub-Contracting and Assignment

The Supplier must not, except with the written consent of BCCM, sub-contract or assign the whole or any portion of its rights and obligations under this Contract, and no sub-contractors or will have any rights under this Contract against BCCM or be entitled to receive any payments under this Contract from BCCM. Where BCCM gives its consent to the Supplier in accordance with this sub-clause, the Supplier remains fully responsible for performance under this Contract.

No Key Personnel identified in the Supplier's Offer shall be replaced or removed from their positions within this Contract without prior approval from BCCM.

13. Statutory Requirements

The Supplier must obey and must ensure that its employees, sub-contractors and agents obey any Acts, regulations and local laws in any way applicable to the performance of this Contract, including, without limitation, any Occupational Health and Safety legislation, the Information Privacy Principles under the *Privacy and Data Protection Act 2014* and section 38(1) of the *Charter of Human Rights and Responsibilities Act 2006*.

14. Indemnity and Advance Release

The Supplier indemnifies and holds harmless BCCM, its Committee, and staff from and against all actions, claims, losses, damages, penalties or demands consequent upon, occasioned by or arising from its performance or purported performance of its obligations under this Contract, including, without limitation, any acts or omissions of the Supplier's agents and employees.

15. Amendment

This Contract may only be varied or replaced by a document duly executed by the parties.

16. Further Assurance

Each party must promptly execute and deliver all documents and take all other action necessary or desirable to effect, perfect or complete the transactions contemplated by this Contract.

17. Time of the Essence

Time is of the essence as regards all dates, periods of time and times specified in this Contract.

18. No Relationship

Nothing in this Contract will be construed or deemed to constitute a partnership, joint venture or employee, employer or representative relationship between any of the parties. Nothing in this Contract will be deemed to authorise or empower any of the parties to act as agent for or with any other party.

19. Number and Gender

In this Contract, a reference to:

- a) the singular includes the plural and vice versa; and
- b) a gender includes the other genders.

20. Whole Understanding

This Contract constitutes the whole understanding between the parties and embodies all terms on which the Services are to be supplied by the Supplier. If the Supplier's acceptance or supply of

this Contract contains any terms in conflict with it, this Contract will have precedence unless otherwise agreed by BCCM in writing.

21. Governing Law

The law of the State of Victoria governs this Contract and any legal proceedings under this Contract.

22. Joint and Several Obligations

If the Supplier consists of two or more parties, this Contract binds each of them severally and jointly.

23. Method of Giving Notices

A notice required or permitted to be given by one party to another under this Contract must be in writing, addressed to the other party and:

- a) delivered to that party's address; or
- b) transmitted by email to that party's email address.

24. Receipt of Notices

A notice given to a party in accordance with Term 21 must be treated as having been duly given and received:

- a) if delivered to a party's address, on the day of delivery; or
- b) if transmitted by facsimile to a party's facsimile number and a correct and complete transmission report is received, on the day of transmission.

25. Insurance

25.1 The Supplier must hold Public Liability insurance cover of not less than \$20 million per event, listing Barwon Coast Committee of Management and the Department of Energy, Environment and Climate Action as Interested Parties. The Supplier must hold any other insurance applicable to this Contract i.e. Professional Indemnity insurance cover of not less than \$1 million per event, WorkCover insurance, and Comprehensive motor vehicle insurance for any vehicles to be driven on the reserve managed by BCCM while delivering the agreed Services.

25.2 Upon BCCM's request, the Supplier must provide a Certificate of Currency of its insurance policies prior to delivering the Goods or completing the Services

26. Occupational Health & Safety

The Supplier must comply with all relevant Occupational Health and Safety laws. Upon request, the Supplier must provide Safe Work Method Statement or Job Safety Assessment for the provision of the Goods or Services. The Supplier must agree to complete a site induction if required by BCCM.

27. Intellectual Property

27.1 Warranty by Supplier

The Supplier warrants that it is entitled to use any Intellectual Property which may be used by it in connection with the supply of the Services.

27.2 Material Created

The ownership of all Intellectual Property created as a result of the supply of the Services will vest in BCCM. The Supplier assigns ownership of all such Intellectual Property rights to BCCM.

27.3 Indemnity

The Supplier indemnifies and will at all times keep BCCM indemnified against any action, claim, suit or demand in respect of any breach of any third party's Intellectual Property rights relating to the supply of the Goods or Services.

28. Child Safe Standards

If the supply of the Services involves the Supplier being in the physical proximity of children, the Supplier must, in the supply of the Services, comply with Victoria's Child Safe Standards made under section 17(1) of the *Child Wellbeing and Safety Act 2005* as if it were an applicable entity under that Act.

29. The media

The Supplier shall:

- a) only take and store photographs of children and young people participating in activities in alignment with Barwon Coast's media and Child Safe procedures.
- b) not either itself or through its employees, agents or sub-contractors make any statement to the media on behalf of BCCM or in relation to the performance of the Services.
- c) refer all enquiries from the media relating to the performance of the Services to BCCM; and
- d) notify BCCM immediately of any event arising in the course of performing the Services that may receive media attention.

Part D – The Offer

Suppliers responding to this Invitation to Supply are required to complete all sections in this form. Failure to do so may invalidate the offer.

A Word version of the form is available to download from the Barwon Coast website, on the page where the Invitation to Supply is advertised. Please work into and submit that version.

1. COMPANY AND CONTACT DETAILS		
1.1	Trading Name	
1.2	Registered Name (legal not trading name)	
1.3	ACN	
1.4	ABN	
1.5	Street Address (required)	
1.6	Postal Address (if applicable)	
1.7	Telephone Number	
1.8	Email	
1.9	Supplier Contact Name and Position/ Title	

2. ABOUT YOUR COMPANY	
2.1 Company Overview - Provide an overview of your company, briefly describing, for example, your purpose, structure, operating location and environmental ethos.	
2.2 Organisational Experience - Provide an explanation of your organisation's knowledge and experience related to this Invitation to Supply, including current and past experience delivering similar services.	
2.3 Is provision of the requested services to be sub-contracted?	☐ Yes ☐ No
If YES please provide details of proposed sub-suppliers and services to be provided.	

2.4 Staff Resources - Provide details of the Key Personnel who would deliver the services, including qualifications/certifications, experience and skills.

2.5 Equipment and materials - Provide details of the equipment, resources and materials you own or would access to support delivery of the services.

2.6 Innovation and Value-Added Services – Provide details of any innovation or value-add services you may be able to offer related to this Invitation to Supply.

3. PROGRAM PLANNING AND DELIVERY

Provide an outline of your proposed approach to planning and delivering the services, with a focus on safety, agreed outcomes, and meeting timeframes. Demonstrate your understanding of the requirements detailed in A.2 Specifications.

4. LOCAL CONTEXT

Briefly demonstrate your knowledge of, and benefits to, the coastal environment and local communities through your supply of services.

5. COMPLIANCE WITH SPECIFICATIONS AND CONTRACT

The Supplier should indicate a willingness to comply with, and deliver on, all requirements specified in Part A.2 – Specifications.

- ☐ Our company will comply with all Specifications
- ☐ Our company notes or requests the following changes:

The Supplier should indicate a willingness to enter into a contract with BCCM within the budget and timeframes specified in Part C – Proposed Contract.

- ☐ Our company will comply with all Specifications
- ☐ Our company requests the following changes:

6. CONFLICT OF INTEREST

BCCM requires all Suppliers involved in this Invitation process to disclose all relevant interests that will or may represent an actual or potential conflict of interest. If you have any such interests, please provide details of any potential conflict of interest and how any such conflict may be managed. If no conflict of interest exists, state NIL below.

7. SUPPLIER'S REPRESENTATIVE

Nominate your company's Representative for this Contract.

Name:

Title:

Phone:

Email:

8. INSURANCE (ATTACH EVIDENCE):

Copy of certificates of currency of insurance must be provided with the Supplier's Offer.

Certificates of insurance that do not state the supplier (legal entity) as the insured party, may be viewed by BCCM as a Contract departure, and may not be accepted.

Public Liability

Insurer (Company):		Policy Number:	
Extent of Cover:		Date of Expiry:	

Professional Indemnity

Insurer (Company):		Policy Number:	
Extent of Cover:		Date of Expiry:	

Work Cover Insurance

Insurer (Company):		Policy Number:	
Extent of Cover:		Date of Expiry:	

9. INDICATIVE COSTINGS

Based on the table of activities specified in A.2 – Specifications 2i, include indicative costings for your Offer of Services. Examples are included but should be edited to reflect your Offer.

Item	Costing (excluding GST)
Delivery of activities for school groups x4 or more	\$
Delivery of activities for Surf Life Saving Clubs x3	\$
Delivery of Coastal Discovery Stalls x3	\$
Supply of materials and resources	\$
Administration and management	\$
	\$
	\$

	\$
TOTAL EXCLUDING GST	\$

10. ANY OTHER RELEVANT INFORMATION REGARDING YOUR OFFER

Please provide text below, which may include hyperlinks to online documents you wish to share to support your Offer. Alternatively, one to two concise documents may be attached as files to your submission if required.

Attachments in addition to those specified in this Invitation to Supply are not essential, and any additional documents do not replace the need to address all parts of Section D – The Offer.

EXECUTED BY:

Company:

Address:

Signing by Supplier

By its representative signing this Offer, the Supplier acknowledges and agrees to the terms of the Invitation to Supply:

Supplier signature:

Supplier print name
and position

Date:

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The Introduction and Parts A (excluding A.2 Specifications) and B of this document are based on the Invitation to Supply template authored by the State of Victoria (Department of Treasury and Finance). Sections not relevant to this specific Invitation have been struck out.