



Department of  
Primary Industries

# Request for Tender - Aquaculture Leases in Wallis Lake, Port Stephens and Hawkesbury River estuaries and Bermagui, Pambula and Eden marine waters (offshore)

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Request for Tender

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**More information**

Aquaculture Administration / Port Stephens Fisheries Institute

**[www.dpi.nsw.gov.au](http://www.dpi.nsw.gov.au)**

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# Introduction

NSW Department of Primary Industries (NSW DPI) is offering via a competitive public tender, on behalf of the Minister for Primary Industries, thirteen (13) areas of public water land in Wallis Lake, Port Stephens and Hawkesbury River estuaries, and Bermagui, Eden and Pambula marine waters (offshore), for the purpose of aquaculture. A tender may be submitted for one or more of the offered areas.

## A. Tender Information

### A.1. Contact Officer

A.1.1. For information or advice regarding this tender request please contact:

Title: Aquaculture Administration  
Address: NSW Department of Primary Industries  
Taylors Beach Road, Taylors Beach NSW 2316  
Postal Address: Locked Bag 1, Nelson Bay NSW 2315  
Phone: 02 4916 3900 or 0407 693 244  
Email: [aquaculture.administration@dpi.nsw.gov.au](mailto:aquaculture.administration@dpi.nsw.gov.au)

A.1.2. A FAQ (Frequently Asked Questions) publication regarding the tender process is available at: [www.dpi.nsw.gov.au/fishing/aquaculture/aquaculture-leases](http://www.dpi.nsw.gov.au/fishing/aquaculture/aquaculture-leases).

A.1.3. Any information given to a tenderer to clarify any aspect of this tender request will also be given to all other tenderers if, in NSW DPI's opinion, the information would unfairly favour the enquiring tenderer.

### A.2. Submission of Responses

A.2.1. Tenders must be received by the closing date and time.

A.2.2. NSW DPI may, in its discretion, extend the closing date and time.

A.2.3. NSW DPI will not accept tenders submitted by facsimile, to the email outlined in section A.1.1, or directly to any NSW DPI staff member.

A.2.4. Any tenders received after the closing date and time will be rejected in the tender review process unless one of the conditions apply:

- a) There is clear evidence that the tender was posted/emailed before the closing date and time (Note: the imprint of a privately operated franking machine is not acceptable evidence of date of posting)
- b) Circumstances beyond the tenderer's control were the cause of the lateness, and NSW DPI is satisfied that the integrity and competitiveness of the tendering process will not be compromised

- c) There is explicit and conclusive evidence that late receipt resulted from mishandling by NSW DPI.

A.2.5. Tenders **must** be forwarded to:

Envelope marking or

Email subject line: Confidential – Tender Aquaculture Leases

Postal address: TENDER BOX

NSW Department of Primary Industries

Locked Bag 1

NELSON BAY NSW 2315

Email: aquaculture.tenderbox@dpi.nsw.gov.au

Closing Date: **Friday 05 November 2021**

Time Due: **4:30 pm**

- A.2.6. Any tenders submitted by email must be submitted to the email address provided in A.2.5. Tenders emailed to any other email address will be rejected. The email must include all necessary attachments – completed tender form (Section E of this document).
- A.2.7. The email address provided in A.2.5. must be used only for tender submissions. Any general enquiries submitted to this email address will not be responded to. General enquiries about the tender should be forwarded to the contact information provided in A.1.1.
- A.2.8. Should you require confirmation of your mailed tender document being received, please mail your tender via Express or Registered Post to enable tracking.
- A.2.9. Due to current COVID-19 restrictions, tenders must not be hand delivered to the Port Stephens Fisheries Institute office. Tenders must be either mailed or emailed as per the information provided in A.2.5.

### A.3. Viewing Leases

- A.3.1. Copies of estuary maps, draft location maps and/or surveyed GIS lease plans, depicting the areas to be offered, are available by contacting Aquaculture Administration on 02 4916 3900 or 0407 693 244.

### A.4. Tender Status

- A.4.1. This is a public tender, open to all interested parties who meet the requirements and conditions of the tender.

### A.5. Advertising and Notification

- A.5.1. In accordance with clause 33(4) of the Fisheries Management (Aquaculture) Regulation 2017, details of the tender will be advertised in the NSW Government Gazette and on the department's website.

## B. Information on Areas Offered

### B.1. Summary of Areas Offered

Table 1: Summary of Information of Estuarine Areas Offered

Area known as	Surface area (ha)	Estuary	OISAS status	Approvals required to authorise oyster aquaculture	Lease survey required at lessee's expense
AL21/033	Approx. 0.257	Wallis Lake	POAA	NSW DPI Aquaculture Lease and Permit	Yes
AL07/016	0.2001	Port Stephens	POAA	NSW DPI Aquaculture Lease and Permit Marine Park Permit	No
AL07/018	0.2058	Port Stephens	POAA	NSW DPI Aquaculture Lease and Permit Marine Park Permit	No
AL07/019	0.2059	Port Stephens	POAA	NSW DPI Aquaculture Lease and Permit Marine Park Permit	No
AL07/020	0.2111	Port Stephens	POAA	NSW DPI Aquaculture Lease and Permit Marine Park Permit	No
AL07/021	0.2111	Port Stephens	POAA	NSW DPI Aquaculture Lease and Permit Marine Park Permit	No
OL61/196	0.2623	Hawkesbury River	POAA	NSW DPI Aquaculture Lease and Permit	No
OL62/108	0.2630	Hawkesbury River	POAA	NSW DPI Aquaculture Lease and Permit	No
OL85/150	0.1693	Hawkesbury River	POAA	NSW DPI Aquaculture Lease and Permit	No
OL85/151	0.1109	Hawkesbury River	POAA	NSW DPI Aquaculture Lease and Permit	No

**Note:** Although a surveyed GIS plan is available for the leases being offered the services of a surveyor may be required to assist with the installation of boundary markers.



Table 2: Summary of Information of Marine Areas Offered

Area known as	Surface area (ha)	Location	Approvals required to authorise aquaculture	Lease survey required at lessee's expense
AL21/029	Approx. 32.0	Bermagui	State Significance Development consent required NSW DPI Aquaculture Lease and Permit	Yes
AL21/030	Approx. 30.0	Eden	State Significance Development consent required NSW DPI Aquaculture Lease and Permit	Yes
AL21/031	Approx. 30.0	Pambula	State Significance Development consent required NSW DPI Aquaculture Lease and Permit	Yes

**Note:** A surveyed GIS plan is **not** available for these leases being offered. The services of a surveyor will be required to generate a new lease survey and to assist with the installation of boundary markers.

## **B.2. Approvals, consents and conditions of operation**

- B.2.1. All lease areas being offered, with the exception of Marine Leases AL21/029, AL21/030 and AL21/031, are classified as Priority Oyster Aquaculture Areas under *Primary Production and Rural Development State Environmental Planning Policy 2019* and require a NSW DPI Aquaculture Lease and Permit to authorise aquaculture.
- B.2.2. For lease areas located in Port Stephens, the successful tenderer(s) will be required to apply for a Marine Parks Work Permit from Port Stephens Great Lakes Marine Park.
- B.2.3. The marine water areas known as AL21/029, AL21/030 and AL21/031 require Landowner's Consent from Crown Lands and State Significant Development consent from Department of Planning, Industry and Environment, as well as a NSW DPI Aquaculture Lease and Permit to authorise aquaculture. An application may be refused if the applicant fails to lodge a State Significant Development application within three years of the notified tender outcome.
- B.2.4. Leaseholders for the marine water leases AL21/029, AL21/030 and AL21/031 may have their lease(s) cancelled under s.177(1)(a) of the *Fisheries Management Act 1994* if no aquaculture is being undertaken in the area(s) for two consecutive financial years following the granting of the aquaculture lease(s).
- B.2.5. Standard aquaculture lease conditions and standard permit conditions will apply to any lease which is granted following this tender process, and after all necessary approvals and consents have been obtained. Special lease and/or permit conditions may also be applied.
- B.2.6. The relevant leaseholder for any lease granted following this tender process will be required to pay annual fees for lease rent as prescribed by the *Fisheries Management Act 1994*, which at the time of offer is valued at \$60 per hectare or part thereof.
- B.2.7. The relevant permit holder authorising aquaculture on any lease granted following this tender process will be required to pay annual permit fees for administration, research and lease security, as prescribed by the *Fisheries Management Act 1994*.
- B.2.8. The relevant permit holder authorising aquaculture on any lease granted following this tender process will be required to indemnify the State of NSW, the Minister and their servants and agents against all action, suits, claims and demands in relation to any accident, injury to any person or property in respect the lease(s) that the permit covers.
- B.2.9. The relevant permit holder authorising aquaculture on any lease granted following this tender process must maintain Public Liability Insurance (PLI) cover to a minimum of ten million dollars

## **B.3. Removal of previous cultivation materials, structures and improvements**

- B.3.1 Any cultivation material, structures or other improvements present within any lease area being offered will become the property and responsibility of the new leaseholder

and may require removal. The lease area may be inspected by the relevant Fisheries Office following the granting of the lease and a Notice to Comply may be issued for the removal of any infrastructure. Any unauthorised structures present on the area will require removal by the new leaseholder or authorisation by the relevant authority.

## B.4. Surveying

- B.4.1. For the estuarine lease area known as AL21/033 and marine water lease areas AL21/029, AL21/030 and AL21/031, the successful tenderer(s) will be required to obtain an approved survey of the area(s), to be completed by a registered surveyor at the expense of the successful tenderer(s).
- B.4.2. For any estuarine and marine water lease areas that require an approved survey, the survey must include the entire lease area that has been successfully tendered, as defined in Table 1 and Table 2 of this document and maps provided by NSW DPI.
- B.4.3. For all other lease areas being offered, where an approved GIS plan is available, the successful tenderer may be required to engage the services of a registered surveyor to assist with the installation of boundary markers.

## B.5. Lease Markings

- B.5.1. An estuarine leaseholder must order/manufacture and install new lease signs on an oyster lease within 60 days from the date the lease is granted. Lease markings for oyster leases must be in accordance with Best Practice Standards as described in the NSW Oyster Industry Sustainable Aquaculture Strategy, and at the leaseholder's cost.
- B.5.2. The services of a registered surveyor may be required to assist with the marking of a lease area.
- B.5.3. Any special marking standards, as outlined in Chapter 7 of the NSW Oyster Industry Sustainable Aquaculture Strategy, will be subject to NSW DPI approval and no such approval is guaranteed.
- B.5.4. For marine water lease areas, NSW DPI will only support the use of lease markings that are approved in accordance with any State Significant Development consent from Department of Planning, Industry and Environment for the respective areas.

## B.6. Approved Methods of Cultivation

- B.6.1. NSW DPI will support the use of traditional oyster farming methods on the estuarine lease areas in accordance with the Best Practice Standards given in the NSW Oyster Industry Sustainable Aquaculture Strategy and in accordance with the *Fisheries Management Act 1994* and Fisheries Management (Aquaculture) Regulation 2017.
- B.6.2. The area known as AL07/021 in Port Stephens is only suitable for low impact post supported long-line and floating basket cultivation, for use in conjunction with the presence of seagrass, consistent with OISAS (2016) Best Practice Guidelines.
- B.6.3. NSW DPI will not approve dredging of oysters on any of the lease areas offered.

- B.6.4. Any proposal to build a fence or install irrigation on the areas offered is subject to NSW DPI approval and no such approval is guaranteed.
- B.6.5. For marine water lease areas, NSW DPI will only support the use of cultivation methods that are approved in accordance with any State Significant Development consent from Department of Planning, Industry and Environment for the respective areas.

## **B.7. Access to Land Based Facilities**

- B.7.1. An application for a Class A or Class B aquaculture permit will not be approved unless the applicant can demonstrate access to an approved working depot site. This site is required to enable the permit holder to carry out day-to-day activities, such as storage of materials, culling and drying of oysters or stock, the loading and unloading of equipment and depuration.
- B.7.2. It is the responsibility of the applicant to demonstrate that the working depot site on which they intend to carry out their activities has the appropriate approvals under the *Environmental Planning and Assessment Act 1979*. For further information on land-based facilities, please call NSW DPI on 02 4916 3900.

## **B.8. Shellfish Harvest and Purification**

- B.8.1. Permit holders wishing to commercially harvest shellfish in NSW must obtain a shellfish cultivation and harvest license from NSW Food Authority. To obtain a shellfish cultivation and harvest license, please contact the NSW Food Authority on 02 6552 3000 or visit their website [www.foodauthority.nsw.gov.au](http://www.foodauthority.nsw.gov.au).

# **C. Tender Conditions**

## **C.1. General Requirements**

- C.1.1. The tender is submitted as an offer that may be accepted by NSW DPI.
- C.1.2. A tender may be for one or more lease areas on offer.
- C.1.3. Each of the estuarine lease areas are being tendered in full and not as parts thereof.
- C.1.4. There is a minimum tender premium of \$200 per lease for all lease areas being offered.
- C.1.5. It is the responsibility of the successful tenderer, at their own cost, to seek all necessary consents and approvals to authorise aquaculture on the lease areas offered. NSW DPI does not guarantee that any consent or approval will be granted.
- C.1.6. NSW DPI may, in its sole discretion, reject or accept a tender (if any) or abandon the tender request process and will not be liable to any tenderer for any such decision.

- C.1.7. NSW DPI does not warrant the accuracy of the content of this tender request and will not be liable for any omission from the tender request.
- C.1.8. All tenders become the property of NSW DPI on submission.
- C.1.9. Tenderers must initial and date any alterations to, and deletions from, a hard copy tender.
- C.1.10. NSW DPI reserves the right to seek clarification, verification and additional information from third parties, including financial viability/aspects of the organisation, and the tenderer authorises NSW DPI to do so.
- C.1.11. The tenderer must comply with any reasonable request for additional information from NSW DPI to clarify or verify the tender.
- C.1.12. If, in section E.4 of the tender form, the tenderer proposes to cultivate a species that is not currently authorised by the aquaculture permit identified in section E.3, the relevant permit holder may be required to submit a separate application to vary their permit, which will need to be assessed prior to the tender being accepted.
- C.1.13. In the evaluation of tenders, NSW DPI may take into account any information about the tenderer.
- C.1.14. NSW DPI reserves the right to:
  - a) Postpone indefinitely the acceptance of a tender
  - b) Call for new tenders.

## **C.2. Eligibility to Lodge a Tender**

- C.2.1. All tenders must be submitted by a legal entity with a capacity to contract.
- C.2.2. All tenderers must:
  - a) be the holder of a current NSW Class A or Class B aquaculture permit, OR
  - b) have submitted an application for a Class A or Class B aquaculture permit at least two weeks prior to the tender closing date, and NSW DPI has assessed and is supportive of that permit application, OR
  - c) have an agreement in place to sublet the aquaculture lease(s) to the holder of a current NSW Class A or Class B Aquaculture Permit and be able to provide written evidence of such an agreement upon request.

## **C.3. Conformity of Tenders**

- C.3.1. NSW DPI seeks conforming tenders.
- C.3.2. Tenders that do not include a fully completed Section E form, non-conforming tenders, and in particular, those tenders which do not contain sufficient information to allow a proper evaluation to be conducted, may be excluded from the tender process without further consideration, at the discretion of NSW DPI.
- C.3.3. NSW DPI may accept, in its discretion, a non-conforming tender that, in the opinion of NSW DPI, is substantially a conforming tender.

## C.4. Non-Conforming Tender

C.4.1. A tender will be non-conforming if:

- a) The tender does not comply with the Terms and Conditions of the tender
- b) The tenderer is not eligible under Clause C.2.2.
- c) In the case of a tenderer who is not a corporation, the tenderer is disqualified under section 161 of the *Fisheries Management Act 1994* from holding an aquaculture permit
- d) In the case of a tenderer that is a corporation, the tenderer, or any of the directors, or other persons concerned in the management of the tenderer, is disqualified under section 161 of the *Fisheries Management Act 1994* from holding an aquaculture permit
- e) The tenderer has lease rent, annual contributions, or other amounts payable to NSW DPI that are outstanding in respect to other aquaculture leases, which would prevent the progression of an application for a new lease
- f) The tenderer has, in the opinion of NSW DPI, a poor record of managing one or more other leased areas because the clean-up of a terminated lease has not been completed, which would prevent the progression of an application for a new lease
- g) The tender contains conditions that are unacceptable to NSW DPI
- h) In the opinion of NSW DPI, it would otherwise not be in the public interest to grant the lease to the tenderer.

## C.5. Clarification

C.5.1. Tenderers may seek any clarification they require to prepare their tender. Enquiries must be in writing to the Contact Officer specified in Section A.

C.5.2. All responses to requests for clarification will be made in writing, usually in the form of an Addendum which becomes part of the tender documents. Responses from NSW DPI that give substantial clarification to this tender request will be sent to all other tenderers.

C.5.3. After the closing date and time and prior to the start of the evaluation process, NSW DPI will only engage in non-price discussions with any tenderer for the sole purpose of clarifying information relating to their tender.

C.5.4. No contact is to be initiated by tenderers after the closing date and time and prior to the conclusion of the evaluation process.

## C.6. Conflict of Interest, Collusion and Corrupt Behaviour

C.6.1. It is an essential condition of tendering that all potential tenderers be free of any conflict of interest (whether that interest is financial, material or otherwise, direct or through any contract, retainer or agreement).

C.6.2. Conflicts of interest may include for example, and without limitation, any relationship (family or otherwise) between the tenderer or any employee of the tenderer and any

employee of NSW DPI involved in the evaluation of tenders, or the administration of contracts, or is in possession of confidential information relating to the tender or the contract.

- C.6.3. If a potential tenderer is aware of a conflict of interest, they may still submit a tender provided they include full details of that conflict and procedures which they would adopt to remove it, if their tender is successful. NSW DPI's decision as to whether a conflict of interest can be removed or managed to its satisfaction will be final.
- C.6.4. Tenderers must not engage in any unethical behaviour, or seek to obtain an unfair advantage, in obtaining business with NSW DPI.
- C.6.5. Evidence of collusive tendering may lead to the rejection of some or all tenders, and tenderers involved in such practices may be barred from tendering to NSW DPI in the future.
- C.6.6. If a tenderer or any of its officers, employees, agents or sub-contractors are found to have engaged in collusion, corrupt behaviour or offered any inducement or award to any public servant, employee or agent of NSW DPI in connection with this tender request or the tender, then the tenderer may be disqualified.

## **C.7. Preparation of Tender**

- C.7.1. To be eligible for consideration, tenderers must complete all documentation in the form required by this tender request.
- C.7.2. The tenderer must independently acquaint and satisfy themselves with all aspects of this tender request. The tenderer is deemed to have:
  - a) examined all information relevant to the risks, contingencies and other circumstances having an effect on the tender; and
  - b) satisfied themselves that the tender, including the tender price, is correct and that it is financially and practically viable for them to enter into and perform the proposed services.
- C.7.3. All costs and expenses incurred by the tenderer in any way associated with the development, preparation and submission of a tender, including but not limited to attendance at meetings, discussions, and providing any additional information required by NSW DPI, will be borne entirely and exclusively by the tenderer.

## **C.8. Variation of Tender**

- C.8.1. At any time before NSW DPI accepts any tender, a tenderer may vary its tender by providing NSW DPI with further information by way of explanation, or to correct a mistake (so long as the original tender is not substantially altered, or the tenderer is not given an unfair advantage over other tenderers). NSW DPI will provide all other tenderers whose tenders have similar characteristics with the opportunity of varying their tenders in a similar way.
- C.8.2. NSW DPI reserves the right to change any details in the tender request or issue an addendum.

## C.9. Minimum Tender Validity Period

C.9.1. Tenders must remain open for acceptance for a period of at least three (3) months from the closing date and time for tenders. Tenderers must state in their tenders if their tender will remain open for any longer period.

## C.10. Australian Dollars

C.10.1. The tender premium must be in Australian dollars (GST inclusive).

## C.11. Privacy

C.11.1. In submitting a tender, the tenderer warrants, in respect of any personal information provided for this tender request and any contract which may arise, that the information is accurate, up to date and complete, and that any individuals to which the personal information refers authorise its collection and are aware:

- a) that the information is being collected, and will be held by NSW DPI
- b) that the information is being collected for the purpose of evaluating tenders and the administration of any contract(s) arising from those tenders, and may be made available to other NSW government departments or agencies or local government authorities for those purposes
- c) whether the supply of the information by the individual is required by law or is voluntary, and any consequences for the individual if the information (or any part of it) is not provided, and
- d) of the existence of any right of access to, and correction of, the information.

## C.12. Confidentiality

C.12.1. This document and related documents are made available on a commercial in confidence basis.

C.12.2. Any person in receipt of this document must ensure that all information whether written or verbal concerning this document is kept confidential, except any information which is in the public domain (other than as a consequence of a breach of this confidentiality obligation).

C.12.3. The tenderer must keep confidential any information concerning NSW Department of Primary Industries, which is received as a result of, or in connection with, their submission of a Tender, unless otherwise agreed in writing.

C.12.4. The tender and any accompanying documents become the property of NSW Department of Primary Industries.

C.12.5. These obligations apply equally to any sub-contractor used by the tenderer.

## D. Tender Evaluation



## D.1. Evaluation

- D.1.1. NSW DPI will establish an Aquaculture Lease Tender Committee (ALTC) to review the tenders, which will include two representatives from NSW DPI, Fisheries & Aquaculture Management unit, and one representative from NSW DPI, Research Services branch.
- D.1.2. The Aquaculture Lease Tender Committee will prepare a list of conforming tenders.
- D.1.3. The conforming tender that offers the highest premium for a lease area will be accepted.
- D.1.4. If NSW DPI receives two or more conforming tenders for the same lease area and the tenders are identical in terms of the tender premium offered, then the successful tenderer may be determined via a ballot process.
- D.1.5. The successful tenderer must submit the relevant new lease application form and pay the prescribed non-refundable application fee to NSW DPI within 14 days after being notified in writing of the tender acceptance.
- D.1.6. The successful tenderer must pay the amount of the premium tendered to NSW DPI within 14 days after being notified in writing of the tender acceptance, unless another payment arrangement has been agreed to by NSW DPI, as per the Aquaculture Lease Allocation Policy.
- D.1.7. If the premium tendered and/or prescribed application fee is not paid within the above timeframes, or the successful tenderer withdraws their tender, NSW DPI may offer the lease to the next highest conforming tenderer and so on until NSW DPI approves a tenderer who meets the tender requirements.

## E. Tender Forms

Section E must be completed by the tenderer and submitted to NSW DPI. This section and any additional information provided by the tenderer form the tender.

### E.1. Tenderer Information

Table 3: The following information about the identity of the tenderer must be provided:

Information Required	Response
Tenderer's Legal Entity Name	
Entity Type (e.g. Pty Ltd/Sole Proprietor)	
Company Trading Name (if applicable)	
ACN (if applicable)	
Postal Address	
Tenderer's Contact Name	
Phone	
Email	

## E.2. Pricing Schedule

The Tenderer must nominate a premium offered (minimum \$200 per lease) for one or more of the areas offered in the schedule.

Table 4: Tender Pricing Schedule for Estuarine Lease Areas.

Area known as	Surface area (ha)	Estuary	Premium Offered (GST incl.)
AL21/033	Approx. 0.257	Wallis Lake	\$
AL07/016	0.2001	Port Stephens	\$
AL07/018	0.2058	Port Stephens	\$
AL07/019	0.2059	Port Stephens	\$
AL07/020	0.2111	Port Stephens	\$
AL07/021	0.2111	Port Stephens	\$
OL61/196	0.2623	Hawkesbury River	\$
OL62/108	0.2630	Hawkesbury River	\$
OL85/150	0.1693	Hawkesbury River	\$
OL85/151	0.1109	Hawkesbury River	\$

Table 5: Tender Pricing Schedule for Marine Areas.

Area known as	Surface area (ha)	Marine Area	Premium Offered (GST incl.)
AL21/029	Approx. 32.0	Bermagui	\$
AL21/030	Approx. 30.0	Eden	\$
AL21/031	Approx. 30.0	Pambula	\$

### E.3. Application Forms

Note: All application forms are available on the department's website [www.dpi.nsw.gov.au](http://www.dpi.nsw.gov.au) or by contacting the Contact Officer detailed in Section A.

#### E.3.1. Aquaculture Permit Application

The Tenderer has a current NSW Class A or Class B Aquaculture Permit. **YES**

**Aquaculture Permit number: AP** \_\_\_\_\_

**OR**

The Tenderer has submitted an application for a NSW Class A or Class B Aquaculture Permit and this application has been assessed and is supported by NSW DPI. **YES**

**Aquaculture Permit number: AP** \_\_\_\_\_

**OR**

The Tenderer intends to sublet any lease area successfully applied for in the tender to a current aquaculture permit holder. **YES**

**Aquaculture Permit number: AP** \_\_\_\_\_

Note: if you are the successful tenderer and you intend to sublet, you will be required to submit the relevant lease sublet application form and prescribed application fee within 14 days of being notified.

### E.4. Proposed Species and Method of Cultivation

#### E.4.1. Proposed Species

What species do you propose to cultivate on the lease area(s) you have tendered for? Note: if you have tendered for more than one lease and the proposed species varies for each lease, please provide details. If applying for numerous species, please attach a list of them.

### E.4.2. Proposed Method of Cultivation

What method of cultivation do you propose to use on the lease area(s) you have tendered for? Note: if you have tendered for more than one lease and the proposed cultivation method varies for each lease, please provide details.

### E.5. Acceptance and Acknowledgement

The tenderer has read and fully understands the terms and conditions of this tender request.

In submitting this tender, the tenderer confirms they agree with, and undertakes to comply with, those terms and conditions, subject to any departures or qualifications set out in this tender by the tenderer.

The tenderer certifies that the information contained in their tender is true and accurate, and that they submit their tender in good faith.

The tenderer warrants that they have not provided false or misleading information to NSW DPI.

The tenderer warrants that no conflict of interest exists at the date of submitting this tender unless otherwise disclosed by the tenderer in the tender.

Tenderer	Signature	Name	Date
Tenderer 1			
Tenderer 2			
Tenderer 3			
Tenderer 4			

*Note: In the case of a partnership, all partners are required to sign. In the case of a company, two directors, or a director and secretary, are required to sign. In the case of a proprietary company that has a sole director/secretary, the sole director is required to sign. In the case of an individual, they should print and sign their own name.*