



## APPROACH TO MARKET 17AMSA199

### ***PROCUREMENT OF PANELISTS FOR THE PROVISION OF OPPORTUNITY BASED SEARCH AND RESCUE SERVICES TO THE AUSTRALIAN MARITIME SAFETY AUTHORITY***

<b>ISSUE DATE:</b>	
<b>CLOSING TIME &amp; DATE:</b>	<b>NOT APPLICABLE</b>
<b>LODGEMENT ADDRESS:</b>	Via AMSA Tender Box at <a href="mailto:tenderbox@amsa.gov.au">tenderbox@amsa.gov.au</a>

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**1. Definitions**

1.1.1 In this ATM, unless the contrary intention appears, the following terms have the meaning set out in the following table:

<b>ATM</b>	this Approach to Market.
<b>Authorised Point of Contact</b>	Name: Chris Evans Title: Senior Officer Procurement Email: <a href="mailto:contracts-enquiries@amsa.gov.au">contracts-enquiries@amsa.gov.au</a>
<b>Closing Time</b>	to be determined by AMSA and published on the AMSA website
<b>Conflict of Interest</b>	any matter, circumstance, interest, or activity affecting the Tenderer (including the officers, employees, agents and subcontractors of the Tenderer) which will, may, or may appear to, impair the ability of the Tenderer to provide the requirements for the benefit of AMSA diligently and independently. This may include a conflict between: (a) the interests of a Tenderer or its personnel or their duties to any person; and (b) the duties they have or would have to AMSA under the ATM or any contract which may result.
<b>Draft Contract</b>	the document set out in Schedule 2.
<b>Offer Period</b>	Will be 90 days from the date of lodgement of the Tender.
<b>Requirement</b>	the Goods and Services required by AMSA under this ATM and described in the Statement of Requirements.
<b>Goods and Services</b>	has the meaning given in the Draft Contract.
<b>Statement of Non-Compliance</b>	the Statement of Non-Compliance set out in Schedule 4.
<b>Statement of Requirements</b>	the Statement of Requirements set out in Schedule 1.
<b>Tender</b>	the responses lodged by Tenderers in response to this ATM.
<b>Tender Box</b>	the AMSA Tender Box at <a href="mailto:tenderbox@amsa.gov.au">tenderbox@amsa.gov.au</a> .
<b>Tenderer's Declaration</b>	the Statutory Declaration to be executed by the Tenderer set out in Schedule 7.

## 2. Introduction

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### 2.1 Background to AMSA

- 2.1.1 The Australian Maritime Safety Authority (**AMSA**) is an Australian Government regulatory safety authority with the primary role of delivering services in relation to maritime safety, aviation and marine search and rescue (**SAR**) and protection of the Australian marine environment.
- 2.1.2 AMSA was established under the *Australian Maritime Safety Authority Act 1990* as a Commonwealth statutory body under the Public Governance, Performance and Accountability Act 2013 and has a Government appointed Board.

### 2.2 No Warranties as to Volume of Goods / Services

- 2.2.1 Tenderers should be aware that the requirements for Goods and Services are entirely responsive and AMSA does not warrant that any volume of Goods and Services will be requested during the term of the contract.

### 2.3 Approach to Market

- 2.3.1 In accordance with this ATM, AMSA invites Tenders for the performance of the Services and or the provision of the Goods as set out in the Statement of Requirements.
- 2.3.2 This ATM is made for the benefit of AMSA.

### 2.4 Summary of Requirements

- 2.4.1 This ATM seeks to identify suitably qualified service providers that can provide opportunity based Search and Rescue (SAR) services to meet AMSA's requirements.

AMSA has established an open panel of fixed wing and helicopter operators that are able to provide Opportunity Services of the three broad types described below:

- (a) rescue capable helicopters
- (b) helicopters capable of performing search functions; and
- (c) fixed wing aircraft capable of performing search functions

- 2.4.2 AMSA now opens the panel for additional compliant aircraft. Operators that are not currently on the panel but meet the minimum requirements are encouraged to apply.
- 2.4.3 New contracts to provide the Goods and Services will commence following evaluation, offer and acceptance. More detail is set out in Schedule 1 - Statement of Requirements.
- 2.4.4 **Operators with aircraft already on the panel DO NOT need to reapply.** Changes to aircraft types, locations or categories can be made using the procedures outlined in the existing contract.

### 2.5 Conditions for Participation

- 2.5.1 Tenderers must meet the following conditions for participation in this ATM:
- a. Meet the conditions pursuant to Schedule 1 – Statement of Requirements Clause 2.3 - Operational Requirements Specific to Each Category;

- b. The Applicant must not be bankrupt or insolvent or have traded insolvent in the last 12 months;
- c. The Applicant agrees to sign a contract based on the relevant draft contract and any proposed subcontractors agree to sign a subcontractor contract in the form attached to the draft contract;
- d. The Applicant must meet the Australian Government Policies set out in Clause 1.6 of Part B
  - Privacy Act
  - Equal Opportunity for Women in the Workplace Act
  - Charter of United Nations Act 1945 and the Charter of United Nations (Terrorism and Dealing with Assets) Regulations 2002;
- e. The Applicant must not have had a judicial decision against it relating to employee entitlements where it has not paid the claim; and

2.5.2 Any Tender which does not comply with all the conditions for participation set out in clause 2.5.1 will be excluded from consideration.

## 2.6 Minimum Content and Format Requirements

2.6.1 Tenderers must meet the following minimum content and format requirements for this ATM:

- a. Tenders, including all attachments and supporting technical data, must be written in English.
- b. Tenders must include in their response Schedules 3 – 7 (including a completed and signed copy of a statutory declaration substantially in the form set out in Schedule 7).

2.6.2 Any Tender which does not comply with all the minimum content and format requirements set out in clause 2.6.1 will be excluded from consideration.

## 2.7 Essential Requirements

2.7.1 Tenders must meet each of the essential requirements identified in Schedule 1 - Statement of Requirements. AMSA will exclude a Tender from further consideration if AMSA considers that the Tender does not meet an essential requirement identified in Schedule 1 - Statement of Requirements.

2.7.2 Any Tender which does not comply with all the Essential Requirements set out in clause 2.7.2.1 will be excluded from consideration.

## 2.8 Commonwealth Procurement Rules

2.8.1 This ATM will be conducted in accordance with the Commonwealth Procurement Rules (CPRs) available at <http://www.finance.gov.au/procurement/procurement-policy-and-guidance/commonwealth-procurement-rules/index.html> .

2.8.2 In this ATM:

- a. the term 'must' denotes a mandatory requirement; and
- b. the terms 'may' and 'should' denote a desirable or advisory procurement requirement.

## **2.9 Structure of this ATM**

- 2.9.1 This ATM comprises the following parts:
- a. these Conditions of Tender
  - b. Schedule 1: Statement of Requirements
  - c. Schedule 2: Draft Contract
  - d. Schedule 3: Response Cover Sheet template
  - e. Schedule 4: Statement of Non-Compliance template
  - f. Schedule 5: Profile of Tenderer template
  - g. Schedule 6: Tenderer's Response to Schedule 1 – Statement of Requirement
  - h. Schedule 7: Tenderer's Declaration template

## **2.10 Governing Law**

- 2.10.1 The law of the Australian Capital Territory applies to this ATM. The courts of the Australian Capital Territory have non-exclusive jurisdiction to decide any matter arising out of this ATM and each Tenderer, by participating in this ATM process submits to that non-exclusive jurisdiction.

### **3. Lodging Tenders**

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#### **3.1 Electronic Lodgement**

- 3.1.1 Except as otherwise provided in this ATM, Tenders must be lodged electronically via the AMSA Tender Box at [tenderbox@amsa.gov.au](mailto:tenderbox@amsa.gov.au) and in accordance with the tender lodgement procedures set out in this ATM.
- 3.1.2 Tenders lodged by any other means, including by hand, facsimile or email, will not be considered.
- 3.1.3 All queries and requests for technical or operational support must be directed to:
- AMSA Procurement
- Email: [contracts-enquiries@amsa.gov.au](mailto:contracts-enquiries@amsa.gov.au)

#### **3.2 Tender Closing Time and Date**

A closing time and date for responding to this ATM is not applicable.

#### **3.3 Virus Checking**

- 3.3.1 In lodging their Tenders electronically, Tenderers warrant that they have taken reasonable steps to ensure that Tender files are free of viruses, worms or other disabling features which may affect AMSA's computing environment. Tenders found to contain viruses, worms or other disabling features will be excluded from the evaluation process.

#### **3.4 Tender File Formats, Naming Conventions and Sizes**

- 3.4.1 Tenderers must lodge their Tender in accordance with the requirements set out in this clause 3.5 for file format/s, naming conventions and file sizes. Failure to comply with any or all of these requirements may result in the Tender not uploading successfully and/or may mean that it is not be available for consideration by AMSA.
- 3.4.2 AMSA will accept Tenders lodged in Microsoft™ Office Suite of products and/or readable through Adobe™ Reader.
- 3.4.3 The Tender file name/s:
- should incorporate the Tenderer's company name;
  - should reflect the various parts of the Tender they represent, if the Tender is comprised of multiple files;
  - must not contain \ / : \* ? " < > | characters (Check your files and re-name them if necessary); and
  - must not exceed 100 characters, including the file extension.
- 3.4.4 Tender files:
- should not exceed a combined file size of 5 megabytes per upload;
  - should be uploaded from a high level directory on a Tenderer's desktop, so as not to impede the upload process; and
  - should be zipped (compressed) together for transmission.

- 3.4.5 AMSA will accept up to a maximum of five files in any one upload of a tender. Each upload should not exceed the combined file size limit of 5 megabytes. If an upload would otherwise exceed 5 megabytes, the Tenderer should either:
- a. transmit the Tender files as a compressed (zip) file not exceeding 5 megabytes; and/or
  - b. lodge the Tender in multiple uploads ensuring that each upload does not exceed 5 megabytes and clearly identify each upload as part of the Tender.
- 3.4.6 If a Tender consists of multiple uploads, due to the number of files or file size, Tenderers should ensure that transmission of all files is completed before the Closing Time.
- 3.4.7 Tenders must be completely self-contained. No hyperlinked or other material may be incorporated by reference.

### **3.5 Scanned or Imaged Material, including Statutory Declarations**

- 3.5.1 Scanned images of signed and/or initialled pages within the Tender, including Statutory Declarations, are permitted so long as the total file size does not exceed the 5 megabyte limit. The use of scanned or imaged material, where it increases the Tender file size beyond the 5 megabyte limit per upload, is prohibited.

### **3.6 Lodgement Process**

- 3.6.1 Before lodging an electronic tender, Tenderers should:
- a. ensure their technology platform meets the minimum requirements;
  - b. take all steps to ensure that the Tender is free from anything that might reasonably affect useability or the security or operations of AMSA's computing environment;
  - c. ensure that the Tender does not contain macros, script or executable code of any kind unless that specific material has previously been approved in writing by AMSA; and
  - d. ensure that the Tender complies with all file type, format, naming conventions, size limitations or other requirements specified in clause 3.5 or otherwise advised by AMSA.
- 3.6.2 Tenderers must allow sufficient time for Tender lodgement, including time that may be required for any problem analysis and resolution prior to the Closing Time.

### **3.7 Late Tenders, Incomplete Tenders and Corrupted Files**

- 3.7.1 Any Tender lodged after the Closing Time will be deemed to be a late tender and cannot be included for consideration.
- 3.7.2 If a Tender lodgement consists of multiple uploads, due to the number and/or size of the files, Tenderers must ensure that transmission of all files is completed and receipted before the Closing Time and clause 3.8.2 will only apply to the final upload.
- 3.7.3 Late Tenders will be excluded from evaluation, unless the lateness was due solely to AMSA mishandling.

3.7.4 Subject to an unintentional error of form described in clause 4.3.2, incomplete Tenders, including those with electronic files that cannot be read or decrypted, Tenders which AMSA believes potentially contain any virus, malicious code or anything else that might compromise the integrity or security of AMSA's computing environment, will be excluded from evaluation.

### **3.8 Proof of Lodgement**

3.8.1 When a Tender lodgement has successfully completed, Tenderers will receive advice by email confirming the submission has been received. It is essential that Tenderers save this email as proof of lodgement.

3.8.2 If a Tenderer fails to receive an email within seven (7) days, they should contact AMSA's Authorised Point of Contact to request further information.

### **3.9 Security**

3.9.1 Tenderers acknowledge that although AMSA has implemented security measures, AMSA does not warrant that unauthorised access to information and data transmitted via the Internet will not occur.

3.9.2 Tenderers acknowledge that:

- a. lodgement of their Tender on time and in accordance with this ATM is entirely their responsibility; and
- b. AMSA will not be liable for any loss, damage, costs or expenses incurred by Tenderers or any other person if, for any reason, a Tender or any other material or communication relevant to this ATM, is not received on time, is corrupted or altered or otherwise is not received as sent, cannot be read or decrypted, or has its security or integrity compromised.

## **4. Additional information**

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### **4.1 Requests for further information**

- 4.1.1 Requests for further information in relation to this ATM should be directed by e-mail to the Authorised Point of Contact.
- 4.1.2 All requests are submitted on the understanding that AMSA may circulate questions and their answers to all other Tenderers without disclosing the source of the questions or revealing the substance of a proposed Tender or other confidential information.
- 4.1.3 AMSA may decline to answer any request, in its sole and absolute discretion, that may involve the provision of:
- a. confidential information;
  - b. security classified information or other sensitive information;
  - c. information which may impede current or future competition in the market;  
or
  - d. information that, in AMSA's opinion, may provide a Tenderer with an unfair advantage in the ATM process.
- 4.1.4 AMSA may request clarification of information provided in a Tender at any time. Clarifying information provided in response to a clarification request will not be considered by AMSA if it results in a material alteration or addition to a Tender.
- 4.1.5 AMSA may perform a financial viability check in respect of any or all Tenderers and use the results of that check in the evaluation process.

### **4.2 Variation and termination of the ATM**

- 4.2.1 AMSA may amend this ATM, including nominating or extending the Closing Time, by giving written notice. Any extension notice or other amendment will be published on AMSA's website.
- 4.2.2 AMSA is not liable to a Tenderer which fails to become aware of any notice or amendment, if it has been published on AMSA's website.
- 4.2.3 If the ATM is amended, AMSA may request Tenderers to update and re-lodge their Tenders.
- 4.2.4 AMSA may terminate the ATM process at any time.
- 4.2.5 Without limiting the general right of termination, potential suppliers should note that it is Commonwealth policy to develop a coordinated procurement system for the delivery of certain goods and services to Commonwealth departments and agencies, when it can be established that the coordinated procurement of those goods and services could deliver savings to the Commonwealth.
- 4.2.6 The process of identifying such goods and services is currently underway. It is therefore possible that the Commonwealth may approve the procurement of some or all of the same goods or services to the Commonwealth under a coordinated process:
- a. before the submission period for this ATM ends; or
  - b. after the submission period ends but before a contract is signed with the successful Tenderer(s); or
  - c. during the period of any contract entered into as a result of this ATM.

- 4.2.7 If 4.2.6(a) applies, AMSA reserves the right to discontinue this ATM process.
- 4.2.8 If 4.2.6(b) applies, AMSA reserves the right to discontinue the Tender process and not proceed to enter any contract as a result of this ATM.
- 4.2.9 If 4.2.6(c) applies, AMSA may exercise its right under the contract to terminate any such contract for convenience, without compensation for loss of potential profits.

### **4.3 Errors and Corrections**

- 4.3.1 Information in Tenders may be excluded from consideration if it contains errors, is ambiguous or irrelevant, or is not clearly stated.
- 4.3.2 If AMSA considers that there are unintentional errors of form in a Tender, AMSA staff may request the Tenderer to correct or clarify the error, but AMSA will not permit any material alteration or addition to the Tender.
- 4.3.3 Tenderers should immediately notify the Authorised Point of Contact in writing if they reasonably believe there is discrepancy, error, ambiguity, inconsistency or omission in this ATM.

## **5. Tenders**

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### **5.1 Tender content**

- 5.1.1 Tenderers should complete the response templates in Schedules 3 - 7. These completed templates, combined with other documents which Tenderers are requested in the ATM to lodge as part of their Tenders, will form the Tender Response.
- 5.1.2 Tenderers should follow the detailed instructions in each Schedule and complete the checklist in Schedule 3 - Response Cover Sheet to ensure they provide all the information requested in this ATM.

### **5.2 Draft Contract**

- 5.2.1 The Draft Contract will form the basis of the final contract between AMSA and the successful Tenderer.
- 5.2.2 Tenderers should carefully examine the terms and conditions of the Draft Contract before completing their Tenders and, in particular, before completing the response Schedules 3 - 7.

### **5.3 Statement of Non-Compliance**

- 5.3.1 Tenderers should indicate in the template in Schedule 4 - Statement of Non-Compliance any Non or Partial Compliances with the Conditions of Tender or the Draft Contract.

### **5.4 Offers and acceptance of offer**

- 5.4.1 Lodging a Tender will constitute an offer in accordance with this ATM by the Tenderer for a period of not less than the Offer Period.
- 5.4.2 A Tender is not taken to have been accepted until a formal contract has been executed by the Tenderer and AMSA on the basis of the Draft Contract, and notice by AMSA to any Tenderer that it is, or is not, a preferred or successful Tenderer does not constitute an acceptance or rejection of any Tender.

### **5.5 Alternative Tenders**

- 5.5.1 AMSA will only consider an alternative Tender if the alternative Tender meets the conditions for participation, minimum content and format requirements and essential requirements specified in clauses 2.5 and 2.6 of this ATM.
- 5.5.2 If an alternative Tender is proposed, Tenderers should:
  - a. separately identify, in detail, the proposed alternative approach or solution;
  - b. specify each instance of change (including effect on the tendered price);
  - c. state the reasons for each instance of change; and
  - d. demonstrate how the proposed alternative approach is beneficial to AMSA.
- 5.5.3 Failure to provide this information may result in AMSA not considering the alternative Tender.

### **5.6 Joint Tenders**

- 5.6.1 AMSA will only consider joint Tenders if Tenderers propose a single legal entity as prime contractor for the resultant contract. A joint Tender is a Tender which includes more than one Tenderer.

- 5.6.2 If Tenderers lodge a joint Tender, the Tenderers must describe the legal entity with which AMSA will enter into a contract if the Tender is successful. AMSA may consider a request by joint Tenderers to substitute the proposed contracting entity with a different Tenderer, provided that the substituted entity was one of the joint Tenderers.

## **5.7 Part Tenders**

- 5.7.1 Tenderers may tender to provide Goods and Services in respect of one or more of the specified items as described in Schedule 1: Statement of Requirements.
- 5.7.2 AMSA reserves the right to award the Goods and Services either for individual specified items or to bundle a range of requirements that best meets the needs of AMSA.

## **6. Documentation**

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### **6.1 Confidential information**

- 6.1.1 Each Tenderer must ensure that none of its employees, agents or sub-contractors involved in this ATM process either directly or indirectly divulge or communicate to any person any confidential information concerning the affairs of AMSA, the Commonwealth or a third party, acquired or obtained during or for the purposes of this ATM process, which AMSA or the Commonwealth indicates to the Tenderer is confidential or which the Tenderer know or ought reasonably to know is confidential.

### **6.2 Tenderers' confidential information**

- 6.2.1 AMSA will treat Tenders as confidential.
- 6.2.2 AMSA's obligation to keep Tenders confidential will not be taken to have been breached to the extent that AMSA discloses the information:
- a. to its advisers, officers, employees or subcontractors solely in order to conduct the ATM process;
  - b. to internal management personnel, solely to enable effective management or auditing of the ATM process;
  - c. to the responsible Minister;
  - d. in response to a request by a House or a Committee of the Parliament of Australia;
  - e. to share within AMSA's organisation, or with a government agency, when this serves AMSA's legitimate interests;
  - f. as authorised or required by law to be disclosed; or
  - g. when it is in the public domain otherwise than due to a breach of the relevant obligations of confidentiality.

### **6.3 Use of Tender documents**

- 6.3.1 All Tenders lodged in response to this ATM will become the property of AMSA.
- 6.3.2 Intellectual property owned by the Tenderer or third parties in respect of material contained in the Tender does not pass to AMSA with physical property in the Tender documents. However, Tenderers grant AMSA an irrevocable, royalty free licence to use, reproduce, modify, adapt and distribute any copyright material contained in the Tender, or provided by the Tenderer in response to this ATM, for the purposes described in clause 6.2.2, to the extent necessary to conduct the procurement process and in the preparation and administration of any resultant contract.

## **7. Probity**

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### **7.1 Ethical dealing**

- 7.1.1 AMSA's policy is to engage in the highest standards of ethical behaviour and fair dealing throughout the Tender process. AMSA requires the same standards from those with whom it deals.
- 7.1.2 Tenders must be compiled without improper assistance of employees or former employees of AMSA (with the exception of former employees of AMSA who have had no involvement in the ATM process and whose participation has been approved in writing by AMSA) and without the use of information improperly obtained or in breach of an obligation of confidentiality.
- 7.1.3 Tenderers must not:
- a. engage in misleading or deceptive conduct in relation to the ATM process;
  - b. engage in any collusive tendering, anti-competitive conduct, or any other unlawful or unethical conduct with any other Tenderer, or any other person in connection with the ATM process; or
  - c. attempt to influence improperly any officer, employee or agent of AMSA, or violate any applicable laws or Commonwealth policies regarding the offering of inducements in connection with the ATM process.
- 7.1.4 AMSA may exclude from consideration any Tender lodged by a Tenderer which, in AMSA's reasonable opinion, has engaged in any behaviour contrary to clause 7.1.3 in relation to the ATM process.

### **7.2 Conflicts of Interest**

- 7.2.1 If a Conflict of Interest arises at any time during the ATM process, Tenderers must immediately notify AMSA in writing.
- 7.2.2 If a Conflict of Interest arises, AMSA may:
- a. enter into discussions to seek to resolve such Conflict of Interest;
  - b. reject the Tender lodged by such a Tenderer; or
  - c. take any other action it considers appropriate.

## 8. Application of law and Commonwealth policy

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### 8.1 Commonwealth policies

- 8.1.1 Tenderers should familiarise themselves with all relevant Commonwealth legislation and policies relating to this ATM and the provision of the Statement of Requirements including:
- a. the [Commonwealth Procurement Rules](#) explain the Commonwealth's procurement framework and many core policies;
  - b. if using AMSA's premises or facilities, the relevant security obligations in effect at those premises or in regard to those facilities, as notified by AMSA;
  - c. if using the premises or facilities of a State or Territory government agency, the relevant security obligations and health and safety requirements in effect at those premises or in regard to those facilities, as notified by AMSA or the relevant State or Territory government agency;
  - d. the small and medium enterprises (**SME**) policy under which the Government is committed to agencies sourcing at least 10% of their purchases by value from SMEs. An SME is an Australian or New Zealand registered firm with fewer than 200 full time equivalent employees;
  - e. Division 137.1 of the *Criminal Code* which makes it an offence to knowingly provide false and misleading information to a Commonwealth entity;
  - f. the *Work Health and Safety Act 2011* (Cth) which requires a person conducting a business or undertaking to ensure the health and safety of all workers;
  - g. the *Privacy Act 1988* (Cth) as amended from time to time, which aims to ensure that contractors and their sub-contractors do not engage in an act or practice which, if done by AMSA or the Commonwealth, would breach the Information Privacy Principles. The *Privacy Act 1988* (Cth) also imposes obligations directly on contractors and sub-contractors to comply with the National Privacy Principles. Tenderers should be aware that the *Privacy Act 1988* (Cth) may be amended during the period of this ATM or any resultant contract and, as a result, the clauses in the Draft Contract may be updated to reflect legislative requirements; and
  - h. the *Competition and Consumer Act 2010* (Cth) which aims to enhance the welfare of Australians through the promotion of competition and fair trading and provision for consumer protection. The Act prohibits various equal practices that tend to prevent or lessen competition in an Australian market for goods and services.

### 8.2 Freedom of Information

- 8.2.1 The *Freedom of Information Act 1982* (Cth) (**FoI Act**) provides members of the public rights of access to certain documents of AMSA and the Commonwealth. The FoI Act extends as far as possible the rights of Australians to access information in the possession of the Government, limited only by exceptions and exemptions necessary for the protection of essential public interests and of the private and business affairs of persons in respect of whom information is collected and held by the Government and its agencies.
- 8.2.2 Tenderers should indicate which information, if any, contained in their Tenders or any supporting information they consider should not be disclosed without their prior consent where indicated in Schedule 5 - Profile of Tenderer.

### 8.3 Equal opportunity for women

- 8.3.1 Your attention is drawn to the obligations of certain employers under the *Workplace Gender Equality Act 2012* (Cth) (**Act**). Enquiries by prospective bidders

for further information about the Act should be directed to the Department of Families, Housing, community Services and Indigenous Affairs, Ph: 1300 653 227.

- 8.3.2 The Commonwealth Government has directed its staff not to purchase goods or services from suppliers who do not comply with their obligations, if any, under the Act. It will be a term of the contract with the successful bidder that it complies with its obligations, if any, under the Act.
- 8.3.3 A further term of the contract will be that the contractor does not enter under a subcontract with a non-complying supplier. If you are currently named as non-compliant under the Act you must submit a compliant report and will subsequently obtain a letter of compliance from the Director. This letter of compliance must either accompany any offer you make to the Commonwealth or be provided to the Commonwealth prior to the Closing Time.

#### **8.4 Illegal workers**

- 8.4.1 It is AMSA policy not to contract with providers engaging illegal workers and the Tenderer's Declaration in Schedule 2 contains a statement from the Tenderer confirming that it will comply with this policy. For the purposes of this ATM, an illegal worker is a person who:
- a. has unlawfully entered and remains in Australia;
  - b. has unlawfully entered Australia, but remains in Australia after his or her visa has expired; or
  - c. is working in breach of his or her visa conditions.

#### **8.5 Unpaid employee entitlements**

- 8.5.1 The Tenderer must not have a judicial decision against it relating to employee entitlements (not including decisions which are under appeal), in respect of which the Tenderer has not paid the claim. Tenderers must declare that they have no such unsettled judgements in the Tenderer's Declaration in Schedule 2. AMSA may exclude a Tender if the Tenderer discloses, or AMSA identifies, the Tenderer as having an adverse decision against it in relation to unpaid employee entitlements.

#### **8.6 Anti-terrorism measures**

- 8.6.1 The Tenderer and any nominated sub-contractors proposed in the Tender must not, at the Closing Time, be listed as terrorists under section 15 of the *Charter of the United Nations Act 1945* (Cth). A consolidated list of such persons, entities and associated assets is maintained by the Department of Foreign Affairs and Trade under the *Charter of the United Nations (Dealing with Assets) Regulations 2008*. AMSA may exclude a Tender if the Tenderer is, or any of its personnel are, listed as a terrorist.

#### **8.7 Auditor-General**

- 8.7.1 The attention of Tenderers is drawn to the *Auditor-General Act 1997* (Cth) which gives the Auditor-General or an authorised person a right to have, at all reasonable times, access to information, documents and records (see sections 32 and 33 of the *Auditor-General Act 1997* (Cth)).
- 8.7.2 In addition to the Auditor-General's statutory powers, and in recognition of the need for the Auditor-General's functions to be conducted in an efficient and cooperative manner, if a Tenderer is chosen to enter into a contract, the contract will provide that the Tenderer may be required to provide to the

Auditor-General, or to a delegate of the Auditor-General, access to information, documents, records and Commonwealth assets, including those on the Tenderer's premises. This access will be required at reasonable times on giving reasonable notice, for the purpose of carrying out the Auditor-General's functions and will be restricted to information and assets which are in the custody or control of the Tenderer, its employees, agents or subcontractors, and which is directly related to the contract. Such access will apply for the term of any contract entered into and for a period of seven years from the date of expiration or termination.

- 8.7.3 Tenderers should obtain, and will be deemed to have obtained, their own advice on the impact of the *Auditor-General Act 1997* (Cth) on their participation in the ATM and any resultant contract. The Draft Contract contains a right of access by the Auditor-General, or an authorised person, to information, documents, records and AMSA assets, including those on the contractor's premises or property.

## **8.8 Ombudsman**

- 8.8.1 The *Ombudsman Act 1976* (Cth) authorises the Ombudsman to investigate the administrative actions of Australian Government departments and agencies and to investigate the actions of certain Australian Government contractors and provides rights of access to places occupied by Commonwealth contractors to conduct investigations at those places.
- 8.8.2 Tenderers should obtain, and will be deemed to have obtained, their own independent, professional advice on the impact of this legislation on their participation in this ATM process and any resultant contract.
- 8.8.3 The Draft Contract includes a right of access by the Ombudsman to the contractor's premises and/or relevant documents.

## **8.9 Competitive neutrality**

- 8.9.1 Tenderers from the public sector should note that competitive neutrality requires that Government businesses should not enjoy net competitive advantages over their private sector competitors by virtue of public sector ownership. Compliance with the requirements of competitive neutrality may be tested by AMSA.
- 8.9.2 Tenderers from the public sector must comply with the *Commonwealth Competitive Neutrality Guidelines for Managers* and should demonstrate in their pricing that those guidelines have been met, including:
- a. payment of relevant taxes and charges;
  - b. rates of return; and
  - c. cost of funds.

## **8.10 Fraud control**

- 8.10.1 AMSA is bound to comply with the Commonwealth Fraud Control Guidelines 2011 (available at: <http://www.ag.gov.au/Fraudcontrol/Pages/CommonwealthFraudControlGuidelines2011.aspx>).
- 8.10.2 Tenderers must comply with any fraud control requirements in the Statement of Requirements, including any measures needed to ensure the high standard of accountability required as part of the Commonwealth's financial management framework.

## **8.11 Commonwealth Principles**

- 8.11.1 In particular, Tenderers should note that Australian Government agencies will not enter into a contract with a Tenderer who:
- a. fails, when required by the Commonwealth, to confirm it understands and complies with all relevant workplace relations laws, occupational health and safety laws, or workers' compensation laws; and
  - b. is subject to an order from any Court or Tribunal decisions relating to a breach of workplace relations laws, occupational health and safety laws, or workers' compensation laws with which the Tenderer has not fully complied or is not fully complying.
- 8.11.2 To enable AMSA to confirm the Tenderer's compliance, the Tenderer must complete the Tenderer's Declaration in Schedule 9 substantially in the form it is provided and include it as part of its Tender.
- 8.11.3 Provision of a completed Tenderer's Declaration is a minimum content and format requirement for the purposes of this ATM. Failure to comply with these clauses will result in a Tender being excluded from further consideration.

## **9. Other matters**

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### **9.1 Tenderers to Inform Themselves**

9.1.1 In lodging a Tender, Tenderers are deemed to have:

- a. examined this ATM, any documents referenced in this ATM and any other information made available by the Commonwealth or AMSA to Tenderers for the purpose of lodging a Tender;
- b. examined all further information which is obtainable by the making of reasonable inquiries relevant to the risks, contingencies, and other circumstances having an effect on their Tender;
- c. made their own interpretations, deductions and conclusions as to the difficulties and cost of complying with all the obligations of this ATM and of all the matters necessary for the due and proper performance of the Statement of Requirements;
- d. satisfied themselves as to the correctness and sufficiency of their Tenders including tendered prices; and
- e. satisfied themselves as to the terms and conditions of the Draft Contract and their ability to comply with the Draft Contract.

9.1.2 Tenders are lodged on the basis that Tenderers acknowledge that:

- a. they do not rely on any representation, letter, document or arrangement, whether oral or in writing, or other conduct as adding to or amending these conditions other than official ATM amendments;
- b. they do not rely upon any warranty or representation made by or on behalf of the Commonwealth or AMSA, except as are expressly provided for in this ATM and that they have relied entirely upon their own inquiries and inspection in respect of the subject of their Tender;
- c. the Commonwealth and AMSA will not be responsible for any costs or expenses incurred by Tenderers in complying with the requirements of this ATM; and
- d. neither this ATM nor the Tender give rise to contractual obligations between AMSA and the Tenderer.

### **9.2 Disclaimer**

9.2.1 The Commonwealth and AMSA will not be liable to any Tenderer on the basis of any promissory estoppel, quantum meruit or other contractual, quasi contractual or restitutionary grounds whatsoever or in negligence as a consequence of any matter relating or incidental to a Tenderer's participation in this ATM process including instances in which:

- a. a Tenderer is not invited to participate in any subsequent process following completion of this ATM process;
- b. AMSA varies or terminates the ATM process;
- c. AMSA decides not to contract for all or any of the requirements; or
- d. AMSA exercises or fails to exercise any of its other rights under or in relation to this ATM.

## 10. Evaluation of Tenders

### 10.1 Evaluation Methodology

10.1.1 The objective of the evaluation is to identify the Tenderer which represents the best value for money. AMSA's decision on the parameters and methodology for evaluation will be final.

10.1.2 Independent third parties may also assist with the evaluation of Tenders.

### 10.2 Tender Evaluation

10.2.1 Subject to clause 4.2, the criteria to be applied for the purposes of evaluation are:

#### EVALUATION CRITERIA

**Technical compliance:** the extent to which the Tender is assessed as meeting the technical requirements set out in the Statement of Requirements and the Draft Contract;

**Technical and management capability and capacity:** the extent to which the Tenderer is assessed as having the technical and management capability and capacity to meet the requirements set out in the Statement of Requirements and the draft Contract;

**Experience and expertise:** the extent to which the Tenderer is assessed as having the experience and demonstrated expertise to meet the requirements set out in the Statement of Requirements and the Draft Contract;

**Compliance:** the extent to which the Tenderer's Statement of Non-Compliance is assessed as contributing to value for money including any risks assessed;

### 10.3 Clarification, Shortlisting and Negotiations

10.3.1 AMSA may:

- a. use any relevant information obtained in relation to a Tenderer (through this ATM or by independent inquiry of the Tenderer's referees or references or from any other source) in the evaluation of Tenders;
- b. enter into negotiations or discussions with any one or more Tenderers with conforming Tenders or enter into negotiations with two (2) or more preferred Tenderers in parallel;
- c. seek clarification or rectification of any omissions, ambiguities or anomalies from any Tenderer and consider information provided by Tenderers pursuant to such requests, provided that such information does not materially alter the Tender;
- d. invite Tenderers or shortlisted Tenderers to make presentations, at such time and place as AMSA may require;
- e. require Tenderers or shortlisted Tenderers to allow AMSA or its nominees to visit and inspect their and their sub-contractors' premises from where any aspect of the Goods and Services may be performed or where information relevant to the Goods and Services may be stored, at such time as AMSA may require;
- f. require that Tenderers or shortlisted Tenderers provide AMSA with their best and final offers, within a time to be specified by AMSA.

10.3.2 AMSA will take into account information obtained from site visits, inspections and presentations, and any failure to permit site visits or inspections or provide presentations when requested, in evaluating Tenders.

10.3.3 AMSA may shortlist Tenderers at any time during the evaluation process.

10.3.4 AMSA may at any time exclude from consideration Tenders that in AMSA's opinion are incomplete or clearly not competitive. However, AMSA may consider such Tenders and seek clarification in accordance with clause 10.3.

#### **10.4 Reporting and Disclosure Obligations**

10.4.1 Following the evaluation of Tenders and the award of contract (if applicable), AMSA will promptly inform all Tenderers of the outcome of the ATM process.

10.4.2 On request, AMSA will provide an unsuccessful Tenderer with a debriefing. AMSA may choose to provide the debriefing in writing or orally. The debriefing process will be limited to the performance of the Tender against the evaluation criteria. No comparisons will be made with the successful or any other Tender.

10.4.3 In addition, AMSA is obliged to publish contracts with an estimated contract value of \$400,000 (Inc GST) or more on the AusTender website: [AusTender: Contract Notices](#).

#### **10.5 Complaints**

10.5.1 Complaints regarding this ATM process should be directed in writing to the Authorised Point of Contact.

10.5.2 Complaints will not prejudice a Tenderer's participation in any of AMSA's future procurement processes.



## Schedule 1: Statement of Requirements

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## SERVICE REQUIREMENT

### 1. Introduction

#### 1.1 About the Australian Maritime Safety Authority

- 1.1.1 The Australian Maritime Safety Authority (AMSA) is the Australian Government agency that is responsible for national maritime and aviation search and rescue (SAR) services. AMSA is also responsible for managing and coordinating the national strategy for preparedness and response to marine pollution incidents.
- 1.1.2 AMSA owns no assets to respond to SAR incidents, but purchases SAR capability from aviation operators.
- 1.1.3 AMSA has an existing contract with Cobham SAR Services Pty Ltd to provide dedicated SAR services with modified Bombardier Challenger 604 aircraft and crews.
- 1.1.4 In addition to the dedicated services, AMSA has existing arrangements with a number of Federal, State and Territory governments and agencies and other fixed wing and helicopter operators to provide AMSA with SAR services on an opportunity basis. Opportunity-based services refer to services that an operator provides to AMSA if, at the time required by AMSA, the operator happens to have an aircraft and crew available to perform the task required by AMSA (rather than as a dedicated asset for AMSA).
- 1.1.5 Some of these operators are provided with specialised equipment and training in certain SAR techniques. These operators can be asked to undertake a variety of SAR missions including visual and electronic search operations and the deployment of emergency life-saving equipment such as life rafts, dependent upon their particular capabilities.

#### 1.2 Procurement Objective

- 1.2.1 Three broad types of Opportunity Services are being sought:
- (a) rescue capable helicopters
  - (b) helicopters capable of performing search functions; and
  - (c) fixed wing aircraft capable of performing search functions.

- 1.2.2 Applicants with aircraft which can undertake both of the services described in 1.2.1(a) and 1.2.1(b) need only apply for the services under 1.2.1(a) in respect of those aircraft.
- 1.2.3 AMSA is seeking aviation operators that can provide a high standard of capability in the delivery of Opportunity Services. Applicants need to be aware that search and rescue operations are demanding, must be performed to exacting standards, may require specialised equipment and crew skills, and may be performed in remote locations under adverse conditions.
- 1.2.4 In addition, the regulatory framework governing these operations is likely to change in coming years and AMSA will want successful Applicants to transition to the new regime when necessary.
- 1.2.5 Since the number, nature and location of search and rescue incidents around Australia is highly variable and unpredictable, AMSA may require different capabilities in different areas of Australia.
- 1.2.6 AMSA will continue to engage directly with Federal, State and Territory governments and agencies in respect of the use of assets that are contracted 100% of the time to those governments and agencies.

Is your aircraft on contract to a Federal/State/Territory government or agency with the aircraft tasked and invoiced solely through that government or agency?

***If the answer to the above question is YES, do not respond to this tender process as AMSA will continue to access your aircraft as required through the relevant government or agency.***

***If the answer to the above question is NO, AMSA invites you to apply and, if applicable, provide details of spare capacity outside existing contracts or arrangements for tasking and invoicing within existing contracts.***

- 1.2.7 Through this ATM, AMSA intends to add to its existing panel arrangement for aircraft which meet the essential requirements set out below and in the associated ATM documents.
- 1.2.8 The below Table is intended to provide guidance on which aircraft would be eligible to apply for various elements of the panel.

**Table 1. Required Capabilities**

CAPABILITY	DESCRIPTION
<b>Rotary Wing Rescue</b>	Rescue capable and winch-equipped helicopters and crew for rescue, homing to distress beacons, visual search, and limited supply dropping
<b>Rotary Wing Search</b>	Helicopters and crew for homing to distress beacons and visual search.
<b>Fixed Wing Search</b>	Fixed wing aircraft and crew for homing to distress beacons, visual search and communications relay.

- 1.2.9 Applications will be assessed against the essential requirements for each of the Aircraft, Company and Facilities and contracts will be offered only to those operators, and in respect of those particular Aircraft, that meet or exceed the essential requirements.
- 1.2.10 AMSA will only contract with the organisation that is effectively controlling the aircraft. Accordingly, it should be the controlling organisation that is the Applicant.
- 1.2.11 AMSA reserves the right to source aircraft or capabilities that meet the requirements specified in this request, which may include but not be limited to Police, Defence and other Australian Government agencies, outside of this process.
- 1.2.12 Importantly, Applicants who are successful in the process and enter into a contract with AMSA must be aware that there is no guarantee that opportunity services will be requested.

## **2. Scope of Requirements**

### **2.1 General Requirements**

- 2.1.1 The Applicant, or an appropriate subcontractor of the Applicant, must hold an Australian Air Operator's Certificate (AOC) or other relevant certification prescribed by civil aviation law that may replace it in the future, that permits the conduct of each of the activities for the relevant category of service. At present, AMSA requires a search and rescue endorsement in the aerial work category on the AOC.
- 2.1.2 Contractors will be responsible for complying with all relevant state/territory and Australian Government legislation, obtaining and maintaining any necessary exemptions or special provisions that may be required to provide the services, and for ensuring compliance with whatever regulatory requirements are in place at any time. Contractors must meet the insurance requirements set out in the relevant contracts.
- 2.1.3 Contractors must provide and maintain a suitable and reliable communications system that allows activation of the service by AMSA's Joint Rescue Coordination Centre (JRCC).
- 2.1.4 If tasked by AMSA, all work conducted by the Contractor during an actual incident will be under the co-ordination of the JRCC. However, the safety of the aircraft remains the responsibility of the pilot in command at all times.

### **2.2 SAR Requirements for Opportunity Providers**

- 2.2.1 The work to be conducted varies, however it can be divided into the following general categories:
- visual searches;
  - rescue;
  - electronic searches;
  - delivery of emergency supplies;
  - direction finding (homing) to beacons; and
  - communications relay.

- 2.2.2 **Visual searches** (both fixed wing and rotary wing) for SAR is conducted by aircraft either over land or water. Visual searches will be conducted during daylight hours and will not usually be conducted at altitudes below 500ft for fixed wing, but often lower for rotary wing. Applicants should note that observers, trained in aerial visual searching techniques, may be nominated by AMSA for carriage on the aircraft during search operations.
- 2.2.3 **Rescue** is generally effected by rescue winch either over land or water. Winching operations will typically be conducted only during day visual meteorological conditions (VMC) unless Contractors are equipped, trained and authorised to conduct winching operations at night.
- 2.2.4 **Electronic searches** will be conducted by aircraft with electronic sensors, including search radar. These aircraft may be used over land or water. Electronic searching can be conducted by day and/or night in VMC and/or instrument meteorological conditions (IMC).
- 2.2.5 **Deployment of emergency supplies** by rescue helicopters will be conducted only during day VMC, unless the Contractor is approved to deploy supplies at night.
- 2.2.6 **Homing to distress beacons** (both fixed wing and rotary wing) is conducted by aircraft equipped with an electronic homer (direction finder), or using aural homing techniques, either over land or water. Homing to beacons can be conducted either by day or night in both VMC and IMC.
- 2.2.7 **Communications relay** is conducted by fixed wing aircraft when communications with other search assets are poor or where there is a need to relieve congestion on ATS frequencies. Aircraft are required to be able to maintain communication with SAR or other assets or a ground station.
- 2.2.8 For some Contractors, selected at AMSA's discretion, AMSA will provide specialised equipment training in the use of the equipment. AMSA may also provide training in certain SAR techniques
- 2.2.9 AMSA will pay the contracted hourly rate for the use of the aircraft based on engine time and will also reimburse Contractors for some other expenses incurred during AMSA-conducted training, audits and actual SAR operations as set out in the contract.
- 2.2.10 AMSA may visit Contractors to audit compliance against the contract and provide training. The indicative frequency and duration of auditing/training is in **Table 2** below.

Table 2. Indicative Frequency of Ongoing Auditing/Training

CATEGORY	TECHNIQUES	AUDITING/TRAINING FREQUENCY	DURATION/SESSION
Rescue capable helicopters	Rescue Homing to beacons Visual searching Supply dropping	2 sessions per year	Up to 1 day
Search helicopters	Homing to beacons Visual searching	1 session per year	Up to 1 day
Fixed wing search	Homing to beacons Visual searching Communications relay	2 sessions per year	Up to 1 day

- 2.2.11 AMSA is currently using an online portal known as SARweb to provide electronic exchange of briefings and debrief reports between the JRCC and operators. Accordingly, Contractors must have reliable internet access at each home base and be prepared to use SARweb to receive briefs and submit debriefs. In addition, an oral briefing will usually be provided. The briefing will describe the situation, the task required and information needed to complete the task. At completion of the task, Contractors will provide a debrief report to AMSA.
- 2.2.12 AMSA may provide Contractors with specialised SAR equipment as listed in the Contract. AMSA-provided SAR equipment must be stored at the relevant home base. The cost for all freight of AMSA supplies and equipment between AMSA and the Contractor will be met by AMSA. Typical storage space required at the home base is:
- approximately 2 cubic metres for rotary wing; and
  - 2 cubic metres for fixed wing.
- 2.2.13 The storage of pyrotechnics by rotary wing Contractors may require the Contractor to obtain and maintain a pyrotechnic storage licence from the relevant State/Territory government. Contractors are to inform themselves of any statutory and legislative requirements.
- 2.2.14 Contractors will be required to provide the pilots and any crew (other than observers nominated by AMSA) needed to undertake the Opportunity Services. Contractors will need to ensure pilots and crew attend the regular audit/training sessions conducted by or on behalf of AMSA.

## 2.3 Operational Requirements Specific to Each Category

2.3.1 **Rotary Wing Rescue Specifications** – the Essential Requirements in the Table below are part of the Conditions for Participation for inclusion on the panel of rotary wing rescue aircraft.

	Criterion	Specification
<b>Essential requirements</b>	Operator	<ul style="list-style-type: none"> <li>Operator to have an Australian AOC or other relevant certification prescribed by civil aviation law that may replace it in the future authorising the conduct of SAR operations, including winching operations. At present, AMSA requires a search and rescue endorsement in the aerial work category on the AOC.</li> <li>Authorised to carry AMSA-nominated air search observers, including police, SES or AMSA staff</li> <li>24 hour point of contact</li> </ul>
	Aircraft capability	<p>Nominated aircraft to be:</p> <ul style="list-style-type: none"> <li>covered by the AOC or other relevant certification</li> <li>twin-engined and turbine-powered</li> <li>fitted with a winch</li> <li>approved to conduct stores dropping operations</li> <li>crewed with an air crewman and rescue crewman in normal operations</li> </ul>
	Aircraft Capacity	<p>Space and weight limitations are such that it can carry:</p> <ul style="list-style-type: none"> <li>at least 4 people in addition to the pilot,</li> <li>miscellaneous equipment and pyrotechnics (20kg);</li> <li>a droppable life raft (55 kgs), and</li> <li>a Self-Locating Datum Marker Buoy (11kgs).</li> </ul>
	Aircraft Comms	<ul style="list-style-type: none"> <li>Dual VHF transceiver</li> <li>Satellite phone</li> <li>Tracking system independent of ATS surveillance coverage</li> <li>Mode C transponder</li> </ul>
	Base facilities (for usual base)	<ul style="list-style-type: none"> <li>Reliable internet access</li> <li>Sufficient indoor storage space for AMSA equipment</li> </ul>

2.3.2 **Rotary Wing Search Specifications** – the Essential Requirements in the Table below are part of the Conditions for Participation for inclusion on the panel of rotary wing search aircraft.

	Criterion	Specification
<b>Essential requirements</b>	Operator	<ul style="list-style-type: none"> <li>Operator to have an Australian AOC or other relevant certification prescribed by civil aviation law that may replace it in the future authorising the conduct of SAR operations . At present, AMSA requires a search and rescue endorsement in the aerial work category on the AOC.</li> <li>Authorised to carry AMSA-nominated air search observers, including police, SES or AMSA staff</li> </ul>
	Aircraft Capability	Nominated aircraft to be: <ul style="list-style-type: none"> <li>covered by the AOC or other relevant certification</li> <li>turbine-powered</li> </ul>
	Aircraft Capacity	Space and weight limitations are such that it can carry a load comprising 3 people in addition to the pilot
	Aircraft Comms	<ul style="list-style-type: none"> <li>Dual VHF transceiver.</li> <li>Tracking system independent of ATS surveillance coverage</li> <li>Mode C transponder</li> </ul>
	Base facilities (for usual base)	<ul style="list-style-type: none"> <li>Reliable internet access</li> <li>Suitable indoor storage for AMSA equipment (if provided)</li> </ul>

2.3.3 **Fixed Wing Search Specifications** – the Essential Requirements in the Table below are part of the Conditions for Participation for inclusion on the panel of fixed wing search aircraft.

	Criterion	Specification
<b>Essential requirements</b>	Operator	<ul style="list-style-type: none"> <li>Operator to have an Australian AOC or other relevant certification prescribed by civil aviation law that may replace it in the future authorising the conduct of SAR operations. At present, AMSA requires a search and rescue endorsement in the aerial work category on the AOC.</li> <li>Authorised to carry AMSA-nominated air search observers, including police, SES or AMSA staff</li> </ul>
	Aircraft Capability	<p>Nominated aircraft to be:</p> <ul style="list-style-type: none"> <li>covered by the AOC or other relevant certification, and either               <ul style="list-style-type: none"> <li>twin-engined piston or turbine powered with a published normal cruise speed of at least 160KTAS, or</li> <li>single-engined aircraft of a type that is eligible for the purpose of ASETPA operations</li> </ul> </li> <li>if twin engined, able to operate over water to 100nm offshore with a minimum of 60 minutes on scene at 100nm, carrying the load set out below</li> </ul>
	Carrying Capacity	<p>Space and weight limitations are such that it can carry in the cabin a load comprising:</p> <ul style="list-style-type: none"> <li>4 people in addition to the pilot, each in a seat adjacent to a window</li> <li>miscellaneous equipment (10kg), and</li> <li>a crew life raft (35kgs).</li> </ul>
	Fitted Equipment	<ul style="list-style-type: none"> <li>Dual VHF transceivers</li> <li>Tracking system independent of ATS surveillance coverage</li> <li>Mode C transponder</li> </ul>
	Base facilities (at usual base)	<ul style="list-style-type: none"> <li>Reliable internet access</li> <li>Suitable indoor storage for AMSA equipment (if provided)</li> </ul>

2.3.4 Other than the Essential Requirements set out above for inclusion onto one of the Panels, there is a range of additional and/or more detailed information that AMSA needs. This is in respect of the operator, the aircraft and the bases and can be provided by completing the details in the forms accompanying this Specification. Applicants are asked not to provide any marketing or other promotional material but may include additional information if there is insufficient space on the forms to provide all necessary information.

2.3.5 AMSA is also interested to know the likely availability of Applicants. Accordingly, when completing the company information part of the Application, Applicants should describe their business so as AMSA can gauge their likely availability.

## **2.4 Amount of Work**

2.4.1 AMSA makes no representations as to the amount of work (if any) that will be tasked to organisations that are contracted. The number, nature and location of search and rescue incidents around Australia is highly variable and unpredictable. It is not possible to pre-determine the amount of work that each Contractor will obtain and Applicants cannot rely on any amount of work in the preparation of their response.

2.4.2 In addition, tasks are not allocated based on any individual criterion such as geographical location and the JRCC will select the most appropriate asset after taking into account all relevant factors.

## **3. Pricing**

Tenderers should provide their pricing in **Schedule 1 Annexure B**

## **4. Delivery**

Services to be available to AMSA from the date of execution of the Contract.

## **5. Time frame**

The resultant contract is expected to commence from the date of execution of the Contract for a term of 5 years.

## **6. Contract Management**

AMSA expects the successful Tenderer/s to manage the relationship proactively and to provide a Client Manager at a senior level in addition to the specified personnel or subcontractors delivering the requirements. AMSA expects to hold regular meetings with the Client Manager as part of the performance assessment cycle.

## **7. Referees / References**

Tenderers must provide a list of, and contact details for, at least three recent clients of the Tenderer who are prepared to act as referees and a description of the project, including goods and/or services supplied by the Tenderer to the referee.

Tenderers are to provide this information in **Schedule 5 - Profile of Tenderer**.

**Attached Response Annexures**

Annexure A – Company Details

Annexure B – Aircraft Details

Annexure C – Facilities



Australian Government  
Australian Maritime Safety Authority

# Open Panel for the Provision of Opportunity Based Search and Rescue Services to the Australian Maritime Safety Authority

Reference Number: 17AMSA199

## APPLICANT DETAILS

Please complete the following tables, and an Aircraft and Facilities form for each aircraft and facility your organisation seeks to provide.

Organisation Name	
-------------------	--

Organisation Details	
Trading Name (if applicable)	
ABN	
ACN	
AOC number (include a copy of current AOC with this application)	
Postal Address	
Street Address	
List any proposed subcontractors and provide details of the arrangements	

Primary contact details for contracting	
Name	
Position	
Phone Number	
Email	
Postal Address	

### **Your Business**

Provide a statement that outlines the core aviation business of the organisation, including likely availability of assets for SAR. The organisation's specialised skills and previous experience in providing services similar to those required under this procurement are to be highlighted. Outline the organisation's commitment to providing the service and list the geographic locations where the organisation offers to provide the services.

Your Business	
---------------	--

### **Declaration by Supplier**

The Applicant hereby declares its availability to supply the goods and services, that information provided is accurate and to abide by the rules and conditions of the Panel.

<b>Name</b>	
<b>Official Position Held</b>	
<b>Date</b>	
<b>Telephone No.:</b>	

**Applicants are also required to complete and attach the separate aircraft and facility forms and provide a complete copy of their Australian AOC or other relevant certification prescribed by civil aviation law authorising the conduct of SAR operations. At present, AMSA requires a search and rescue endorsement in the aerial work category on the AOC.**

## Open Panel for the Provision of Opportunity Based Search and Rescue Services to the Australian Maritime Safety Authority

**Reference Number: 17AMSA199**

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### AIRCRAFT DETAILS FORM

*Please complete one for each aircraft that you seek to provide under the Panel arrangement and ensure a completed Facilities form cross-references the aircraft ordinarily located at that Base. For multiple aircraft with identical equipment and capabilities, a single form with multiple registrations/callsigns is acceptable.*

Organisation Name (as it appears on the Applicant Details form)	
---	--

Category of Panel Applied for (either Rotary Wing Rescue, Rotary Wing Search or Fixed Wing Search)	
--	--

Basic Details	
<b>Aircraft type and model</b>	
<b>Registration</b>	
<b>Callsign (if applicable)</b>	
<b>Number of engines</b>	
<b>Engine type (piston or turbine)</b>	
<b>Usual Base/s</b>	

Capabilities	Response	Further information
<b>IFR (Y or N)</b>		
<b>Approved for flight into known icing conditions (Y or N)</b>		
<b>Approved GPS (Y or N) (further information to include capability to upload gpx files from search briefs)</b>		
<b>Endurance (mins)</b>		
<b>Normal transit speed (KTAS)</b>		
<b>Normal search speed (KTAS)</b>		
<b>Usual crew (including roles)</b>		
<b>Max additional persons (in addition to usual crew)</b>		
<b>Approved to carry additional, trained persons as nominated by AMSA, which may include AMSA staff, police or SES (Y or N)</b>		

For rotary wing rescue applicants, space and weight limitations such that it can carry at least 4 people in addition to the pilot as well as a droppable life raft (55kgs), a self-locating datum marker buoy (11kgs) and miscellaneous equipment (20kg) (Y, N or N/A)		
For rotary wing search applicants, space and weight limitations are such that it can carry 3 people in addition to the pilot (Y, N or N/A)		
For fixed wing applicants, space and weight limitations such that it can carry 4 people in addition to the pilot (each in a seat adjacent to a window) as well as a crew life raft (35kgs) and miscellaneous equipment (10kgs) (Y, N or N/A)		
For fixed wing applicants with twin-engined aircraft, able to operate on scene for at least 60 minutes at 100nm from the coast, carrying the load set out immediately above (Y, N or N/A)		
Approved to operate beyond 12nm from coast (Y or N)		
Auto hover (Y or N)		
Winch approval (Y or N)		
Night winch approval (Y or N)		
Approved to conduct stores dropping operations (Y or N)		
Approval to carry a slung load (Y or N) (for pollution dispersant)		

Equipment	Y or N	Further information (including type and other details which may be relevant to tasking)
<b>Winch - always fitted (further information to include number of persons)</b>		
<b>Winch – can be fitted (further information to include number of persons and time to fit)</b>		
<b>Mission Management System</b>		
<b>Weather radar</b>		
<b>Search radar</b>		
<b>EO/IR</b>		
<b>NVD (further information to include which crew have access)</b>		
<b>Search light</b>		
<b>406MHz homing equipment (further information to include range of 406 frequencies covered)</b>		
<b>121.5MHz homing equipment</b>		
<b>243MHz homing equipment</b>		
<b>Other relevant equipment</b>		

Communications fitted	Y or N	Further information (including type and other details which may be relevant to tasking)
<b>Mode C transponder</b>		
<b>ADS-B</b>		
<b>Dual VHF transceivers</b>		
<b>VHF marine radio</b>		
<b>HF radio</b>		
<b>UHF radio</b>		
<b>Satellite phone (include phone number in further information if permanently installed)</b>		
<b>Tracking system independent of ATS surveillance coverage</b>		
<b>Provide electronic tracking data on completion of task including away from Base (Y or N)</b>		
<b>Pricing (hourly rate excl GST based on engine hours)</b>		

**Applicants are also required to complete and attach the separate Applicant and Facility forms.**



Australian Government  
 Australian Maritime Safety Authority

**Open Panel for the Provision of Opportunity Based  
 Search and Rescue Services to the Australian  
 Maritime Safety Authority  
 Reference Number: 17AMSA199**

**FACILITY DETAILS FORM**

*Please complete the following form for each base that you seek to provide an aircraft from under the Panel arrangement.*

Organisation Name (as it appears on the Applicant Details form)	
---	--

Aircraft to be ordinarily located at this Base (by registration)	
--	--

Basic Details	
<b>Airport Code or location</b>	
<b>Street Address</b>	
<b>Postal Address</b>	
<b>Phone</b>	
<b>Email</b>	

Capabilities	Response	Further information
<b>Reliable internet access (Y or N)</b>		
<b>24 hour Point of Contact available for tasking (Y or N)</b>		
<b>Primary contact at Base – include phone and email details</b>		
<b>Primary contact person for tasking (if different from Base contact) – include phone and email details</b>		
<b>Secondary contact for tasking (if different from Base contact) – include phone and email details</b>		

Infrastructure	Y or N	Further information (including type and other details which may be relevant to tasking)
<b>Hangar</b>		
<b>Operations/Briefing Room</b>		
<b>Fixed fuel</b>		
<b>Mobile fuel</b>		
<b>Indoor storage for AMSA-provided equipment (if provided)</b>		

**Applicants are also required to complete and attach the separate Applicant and Aircraft forms.**

## Schedule 2: Draft Contract

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The attached Contract template (**Attachment A**) is the form of contract that AMSA would expect to execute with the successful Tenderer to this ATM. Tenderers should examine the Draft Contract and advise whether they comply with its Terms and Conditions.

Tenderers should not complete the Draft Contract. It is provided solely to assist with preparation of Tenders, in particular response Schedule 4 - Statement of Non-Compliance.

**Schedule 3: Response Cover Sheet**


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**APPROACH TO MARKET IN RELATION TO PROVISION OF  
OPPORTUNITY BASED SEARCH AND RESCUE SERVICES**
**FOR THE**
**AUSTRALIAN MARITIME SAFETY AUTHORITY**
**ATM No. 17AMSA199**


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**ORGANISATION DETAILS**

<b>Full Name Of Tendering Entity:</b>	
<b>Trading As:</b>	
<b>ABN:</b>	
<b>ACN/ARBN:</b>	
<b>Registered Address:</b>	
<b>Postal Address:</b>	

**REPRESENTATIVE'S DETAILS**

<b>Name of Contact Person:</b>	
<b>Telephone:</b>	
<b>Email Address:</b>	

<b>TENDER SUBMISSION CHECKLIST</b>	
<b>DOCUMENT</b>	<b>COMPLETED AND LODGED</b>
<b>Response Cover Sheet</b> (as set out in Schedule 3)	YES/NO
<b>Statement of Non-Compliance</b> (as set out in Schedule 4)	YES/NO
<b>Profile of Tenderer</b> (as set out in Schedule 5)	YES/NO
<b>Tenderer's Response to Schedule 1</b> (as set out in Schedule 6)	YES/NO
<b>Tenderer's Declaration</b> (as set out in Schedule 7)	YES/NO

**[Note: before lodging their tenders, tenderers should confirm that their tenders include all documents described in the checklist above.]**

**Schedule 4: Statement of Non-Compliance**

**[Note: Lodgement of a Statement of Non-Compliance schedule is a minimum content and format requirement. A Tender will be excluded from consideration if it does not meet a minimum content and format requirement.]**

To be read in conjunction with clause 5.3 of the Conditions of Tender.

A response, including any required information, need only be provided by a Tenderer against any of the clauses or schedules in the Conditions of Tender or Draft Contract with which the Tenderer does not fully comply. Such clauses should be marked NC (for non-compliant) or PC (for partially compliant) and the Tenderer should provide:

- (a) the reasons for the non or partial compliance;
- (b) any proposed revised wording for provisions in the Draft Contract; and
- (c) the cost of becoming compliant.

In respect of any clauses or schedules of the Conditions of Tender or Draft Contract which are not listed in a Tenderer's Statement of Non-Compliance:

- (a) the Tenderer will be taken to have read, understood and be fully compliant with any clause or schedule of the Conditions of Tender; and
- (b) the Tenderer will be taken to be fully compliant with any clause or schedule of the Draft Contract and any document incorporated by reference and AMSA will not propose to negotiate any such clause or schedule if the Tenderer becomes the preferred Tenderer.

Clause / Schedule	Compliance Statement (NC / PC)	Explanation of Non or Partial Compliance	Proposed Alternative Drafting	Cost of Becoming Compliant (Inc GST)

**Schedule 5: Profile of Tenderer**

**[Note: Lodgement of a Profile of Tenderer schedule is a minimum content and format requirement. A Tender will be excluded from consideration if it does not meet a minimum content and format requirement.]**

<b>DIRECT CREDIT INFORMATION</b>	
<b>Name of Financial Institution:</b>	
<b>Physical Address of Financial Institution:</b>	
<b>Account Name:</b>	
<b>BSB Number:</b>	
<b>Account Number:</b>	
<b>Remittance Advice E-mail Address:</b>	
<b>Name of Contact for Remittance Advice:</b>	

<b>INSURANCE</b>			
<b>Type of Cover</b>	<b>Amount of Cover</b>	<b>Insurance Company</b>	<b>Expiry Date</b>
<b>Public Liability</b>			
<b>Professional Indemnity</b>			
<b>Workers' Compensation</b>			
<b>Others (Please specify)</b>			

**OTHER REQUIREMENTS**

<p>Do you warrant that no Conflict of Interest exists or is likely to arise which would affect the performance of the obligations of your business entity under the proposed contract? If no, provide details of the Conflict of Interest and how the Tenderer proposes to manage or resolve the conflict.</p> <p>.....</p>	<p>Yes/No</p>
<p>Is there any petition, claim, action, judgment or decision against you which relates to unpaid employee entitlements? If yes, provide details.</p> <p>.....</p>	<p>Yes/No</p>
<p>Are you able and willing to provide copies (if requested by AMSA) of Annual Balance Sheets and Profit and Loss Statements with the appropriate accompanying notes for the previous 3 financial years?</p>	<p>Yes/No</p>
<p>Are there any parts of your response that you request to be considered as “Confidential Information” in any resulting contract? The Department of Finance and Deregulation publication “<i>Financial Management Guidance No 3: Guidance on Confidentiality in Procurement</i>” provides an explanation about this matter. If <b>YES</b>, please identify the proposed Confidential Information here. Please include any information referred to in clause 8.2.2.</p> <p>.....</p>	<p>Yes/No</p>
<p>Are there any sub-contractors with particular experience or expertise who will assist the Tenderer in providing the Goods and Services? If yes, provide their names, ABNs/ACNs and addresses and a summary of the Goods and Services each subcontractor will provide.</p> <p>.....</p>	<p>Yes/No</p>

### Conditions for Participation

Conditions for Participation are mandatory requirements, which describe minimum essential standards that potential applicants must meet in order to be included on the Panel. Applicants must have the legal, commercial, technical and financial abilities to fulfil the requirements for Conditions of Participation. If an Applicant does not meet the Conditions of Participation, they will be excluded.

The conditions for participation are:	Response is either 'Yes' you comply or 'No' you do not comply
The Applicant understands that search and rescue is demanding and needs to be performed to exacting standards.	
The Applicant can meet the operational requirements of the capability or capabilities in respect of which they are applying.	
The Applicant must not be bankrupt or insolvent or have traded insolvent in the last 12 months.	
The Applicant agrees to sign a contract based on the relevant draft contract and any proposed subcontractors agree to sign a subcontractor deed in the form attached to the draft contract.	
The Applicant must meet the Australian Government Policies set out in Clause 1.6 of Part B <ul style="list-style-type: none"><li>○ Privacy Act</li><li>○ Equal Opportunity for Women in the Workplace Act</li><li>○ Charter of United Nations Act 1945 and the Charter of United Nations (Terrorism and Dealing with Assets) Regulations 2002</li></ul>	
The Applicant must not have had a judicial decision against it relating to employee entitlements where it has not paid the claim.	

Tenderers should provide a list of, and contact details for, at least three recent clients of the Tenderer who are prepared to act as referees and a description of the project, including goods and/or services supplied by the Tenderer to the referee.

<b>REFEREES</b>			
<b>Name of Organisation</b>	<b>Key Contact</b>	<b>Contact Details</b>	<b>Description of Project Undertaken</b>

## Schedule 6: Tenderer's Response to Schedule 1

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### Tenderer's Response to Schedule 1

***[Note: Lodgement of a Tenderer's Response to Schedule 1 is a minimum content and format requirement. A Tender will be excluded from consideration if it does not meet a minimum content and format requirement.]***

1. Tenderers must indicate the extent to which the tender response complies with the requirements of Schedule 1-Statement of Requirement by completing Schedule 1 Annexure A, Annexure B and Annexure C.
2. Tenderers to note that pricing based on an hourly rate for engine hours is required and this is contained within Annexure B of Schedule 1.

## Schedule 7: Tenderer's Declaration

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### STATUTORY DECLARATION

*Statutory Declarations Act 1959*

**[Note: Lodgement of a completed Tenderer's Declaration substantially in the form set out in this Schedule 7 is a minimum content and format requirement. A Tender will be excluded from consideration if it does not meet a minimum content and format requirement. This Tenderer's Declaration must be signed by an appropriately authorised representative of the Tenderer. In relation to joint Tenders, each Tenderer must lodge a separate Tenderer's Declaration.]**

- 1 I, **[Insert name, address and occupation of person making the declaration]** make the following declaration under the Statutory Declarations Act 1959:
- 2 This declaration (**Declaration**) relates to the Approach to Market 17AMSA199 (**ATM**), issued by the Australian Maritime Safety Authority (**AMSA**) for the Procurement of Panelists For The Provision Of Opportunity Based Search And Rescue Services To The Australian Maritime Safety Authority (**Goods and Services**). In this Declaration, terms not otherwise defined have the meaning ascribed to them in the ATM.
- 3 I am the **[relationship to Tenderer, eg "Managing Director"]** of **[Name of Tenderer]** (**Tenderer**) and have been authorised by the Tenderer to make the statements in this Declaration personally and on behalf of the Tenderer.
- 4 The Tenderer:
- (a) offers to supply the Goods and Services at the prices contained in its Tender;
  - (b) agrees to participate in the ATM process in accordance with the ATM documents; and
  - (c) declares that all information in its Tender is true and correct in every respect.
- 5 The Tenderer warrants that:
- (a) it will not, in negotiating the terms of any contractual arrangement with AMSA, depart from the information it has provided or statements or claims (including its Statement of Non-Compliance) it has made in its Tender;
  - (b) it will ensure the work health and safety of all its workers as required under the *Work Health and Safety Act 2011* and, when applicable, the *Occupational Health and Safety (Maritime Industry) Act 1993* in providing the Goods and Services;
  - (c) if successful, at the time of signing any contract, it will not have any judicial decision against it (not including decisions under appeal) relating to employee entitlements that have not been paid;
  - (d) other than as disclosed in its Tender, at the time of lodging this Tender, it does not have any known actual or potential Conflict of Interest in respect of the ATM, its Tender or the provision of the Goods and Services;

- (e) it will comply with all relevant privacy obligations under the *Privacy Act 1988* (Cth) in relation to the ATM process and in providing the Goods and Services;
- (f) it and its sub-contractors have not been named by the Equal Opportunity for Women in the Workplace Agency as an employer not complying with the *Workplace Gender Equity Act 2012* (Cth);
- (g) it does not, and will not in the provision of the Goods and Services, engage illegal workers;
- (h) neither it, nor any proposed sub-contractors or agents, are listed as terrorists under section 15 of the *Charter of the United Nations Act 1945* (Cth);
- (i) if it is a public sector agency, it has complied with competitive neutrality requirements;
- (j) the vessel(s) it will provide for the Goods and Services comply with and will be operated in accordance with the *Navigation Act 1912* (Cth); and
- (k) during the Offer Period, the Tenderer will notify AMSA in writing of any change to information contained in its Tender immediately upon becoming aware of that change.

6 The Tenderer is compliant with all paragraphs of the ATM and all clauses of the Draft Contract except as specified in the Statement of Non-Compliance that forms part of its Tender.

7 The Tenderer represents that:

- (a) its Tender has been compiled without the improper assistance of any Commonwealth employee and without the use of information obtained unlawfully or in breach of an obligation of confidentiality;
- (b) it has not attempted to solicit information from or influence improperly any officer, employee or agent of AMSA, or violate any applicable laws or Commonwealth policies regarding the offering of inducements in connection with the procurement process; and
- (c) it has not engaged in any collusive tendering, anti-competitive conduct, or any other unlawful or unethical conduct with any other Tenderer, or any other person in connection with the preparation of their Tender or the ATM process.

8 The Tenderer declares that:

- (a) it has declared in its Tender any and all adverse Court or Tribunal decision for a breach of workplace relations law, occupational health and safety law, or workers' compensation law, in the two years preceding the date of its Tender;
- (b) other than as declared in its Tender, it has fully complied or is fully complying with all penalties or orders arising from any Court or Tribunal decisions;

- (c) it understands its obligations under all applicable workplace relations, work health and safety, and workers' compensation laws and confirms that it complies, with all of these obligations;
- (d) it confirms that it:
  - (i) has consultation arrangements which encourage cooperation and engagement of employees and management; and
  - (ii) understands and respects their employees' rights in relation to freedom of association and the right to representation at work, including that the Tenderer allows its employees to be able to make a free and informed choice about whether to join a union and be represented at work;
- (e) where the Tenderer has an enterprise agreement, that enterprise agreement includes a genuine dispute resolution procedure that includes the following:
  - (i) the ability for employees to appoint a representative in relation to the dispute;
  - (ii) in the first instance procedures to resolve the dispute at the workplace level;
  - (iii) if a dispute is not resolved at the workplace level, the capacity for a party to the dispute to refer the matter to an independent third party for mediation or conciliation; and
  - (iv) if the dispute is still not resolved, the capacity for an independent third party to settle the dispute via a decision binding on the parties; and

9 The Tenderer makes the following further representations to AMSA:

- (a) it has examined the ATM, the Draft Contract, all documents referred to in the ATM and all other information made available to it and all applicable legislation and policies;
- (b) it has read and considered all addenda in preparing its Tender;
- (c) it has examined all further information which is obtainable by making reasonable enquiries relevant to the risks, contingencies and other circumstances having an effect on its Tender;
- (d) it has satisfied itself as to the correctness and sufficiency of its Tender; and
- (e) it has relied entirely on its own enquiries and has not relied on any representation, warranty or other conduct by or on behalf of AMSA, except as expressly provided in the ATM or in notices received by it.

10 The Tenderer acknowledges that AMSA has received this Tender in reliance on this Declaration and that AMSA may suffer loss if any of the representations, undertakings, consents or other statements in this Declaration or the Tenderer's Tender are misleading or deceptive.

I understand that a person who intentionally makes a false statement in a statutory declaration is guilty of an offence under section 11 of the *Statutory Declarations Act 1959*, and I believe that the statements in this declaration are true in every particular.

.....

*Signature of person making the declaration*

DECLARED at ..... on.....of.....

Before me,

.....

*Signature of person before whom the declaration is made*

.....

*Full name of person before whom the declaration is made (BLOCK LETTERS)*

.....

*Address of person before whom the declaration is made (BLOCK LETTERS)*

.....

*Qualification of person before whom declaration is made (BLOCK LETTERS)*

*Note 1:* A person who intentionally makes a false statement in a statutory declaration is guilty of an offence, the punishment for which is imprisonment for a term of 4 years — see section 11 of the *Statutory Declarations Act 1959*.

*Note 2:* Chapter 2 of the *Criminal Code* applies to all offences against the *Statutory Declarations Act 1959*— see section 5A of the *Statutory Declarations Act 1959*.

\*\*\*\*\*

*Qualification of Witness*

Pursuant to section 8 (b) of the *Statutory Declarations Act 1959* the above declaration must be made before a prescribed person. Please refer to the *Statutory Declarations Regulations 1993* at <http://www.comlaw.gov.au/Details/F2006C00248/Download> for a list of the prescribed persons.