



# Approach to Market

**ATM 22AMSA263**

**ESTABLISHMENT OF AMSA ATON PROTECTIVE COATING AND  
REFURBISHMENT CONTRACTOR PANEL ARRANGEMENT**

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ISSUE DATE: APRIL 2023

CLOSING TIME & DATE: NOT APPLICABLE

LODGEMENT ADDRESS: Via AMSA Tender Box at [tenderbox@amsa.gov.au](mailto:tenderbox@amsa.gov.au)

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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: Advisor Procurement Email: <a href="mailto:contracts-enquiries@amsa.gov.au">contracts-enquiries@amsa.gov.au</a>
<b>Closing Time</b>	NOT APPLICABLE
<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>Deed of Standing Offer</b>	the document set out in Schedule 2.
<b>Offer Period</b>	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 Deed of Standing Offer.
<b>Grievance Mechanism</b>	means a process for handling a complaint or grievance about Modern Slavery practices that is consistent with the criteria set out in the Guiding Principles on Business and Human Rights.
<b>Guiding Principles on Business and Human Rights</b>	means the United Nations' Guiding Principles on Business and Human Rights: Implementing the United Nations "Protect, Respect and Remedy" Framework available at <a href="https://www.ohchr.org/documents/publications/guidingprinciplesbusinessshr_en.pdf">https://www.ohchr.org/documents/publications/guidingprinciplesbusinessshr_en.pdf</a>
<b>Modern Slavery</b>	has the same meaning as it has in the Modern Slavery Act 2018 (Cth).
<b>Personnel</b>	means any person who is an officer, employee, contractor (including subcontractor) or agent of the Supplier involved in providing the Goods and/or Services.
<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>Statement of Tax Record</b>	means a statement of tax record issued by the Australian Taxation Office following an application made in accordance with the process set out at: <a href="https://www.ato.gov.au/Business/Bus/Statement-of-tax-record/?page=1#Requesting_an_STR">https://www.ato.gov.au/Business/Bus/Statement-of-tax-record/?page=1#Requesting_an_STR</a> .
<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

### 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.
- 2.1.3 The Australian Maritime Safety Authority (AMSA) is the Commonwealth statutory body with responsibility for establishing and maintaining marine aids to navigation (**AtoN**) pursuant to section 190 of the Navigation Act 2012 (Cth).

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

- 2.2.1 Tenderers should be aware that 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 Deed of Standing Offer.

### 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 provider/s with experience, expertise and capability to undertake protective coating and refurbishment works to AMSA's network of AtoN.
- 2.4.2 This may include but is not limited to:
  - (a) Refurbishment of heritage lighthouse
  - (b) Major protective coating maintenance of lighthouse (overcoats)
  - (c) Protective coating maintenance and painting of offshore AtoN (piles and buoys)
  - (d) Other protective coatings works
- 2.4.3 The Deed of Standing Offer/s to provide the Goods and Services will be for an initial term from execution to 30 June 2026 with options to extend for a period of up to 3 years.
- 2.4.4 Service providers may join the panel at any time during the term of the Panel.

### 2.5 Conditions for Participation

- 2.5.1 Tenderers must meet the following conditions for participation in this ATM:
  - (a) The Tenderer must hold an Australian Business Number (ABN) or an Australian Registered Body Number (ARBN);
  - (b) The Tenderer or their designated protective coatings sub-contractor must hold accreditation under the Painting Contractor Certification Program to Category A Classes 3 and 5, note additional certification requirements specified at Section S7.8 that may be applicable for certain projects,
  - (c) The Tenderer must have business management systems certified (by an independent certifying organisation) as compliant with:
    - (i) AS/NZS ISO 9001
    - (ii) AS/NZS 4801 or ISO 45001
    - (iii) AS/NZS ISO 14001

2.5.2 Any Tender which does not comply with all the mandatory conditions for participation set out in this clause 2.5 will be excluded from consideration, until such time as the tenderer can demonstrate compliance with the conditions for participation.

## 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 will be excluded from consideration.

## 2.7 Commonwealth Procurement Rules

2.7.1 This ATM will be conducted in accordance with the Commonwealth Procurement Rules (CPRs) available at <https://www.finance.gov.au/government/procurement/commonwealth-procurement-rules>

2.7.2 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.

## 2.8 Structure of this ATM

2.8.1 This ATM comprises the following parts:

- (a) these Conditions of Tender
- (b) Schedule 1: Statement of Requirements
- (c) Schedule 2: Deed of Standing Offer
- (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

## 2.9 Governing Law

2.9.1 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 procedure set out in this ATM.
- 3.1.2 Tenders lodged by any other means, including by hand or facsimile, will not be considered.

#### 3.2 Tender Closing Time and Date

- 3.2.1 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 for file format/s, naming conventions and file sizes set out in clause 3.5. Failure to comply with any or all of these requirements may result in the Tender not being received 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:
- (a) should incorporate the Tenderer's company name;
  - (b) should reflect the various parts of the Tender they represent, if the Tender is comprised of multiple files;
  - (c) must not contain \ / : \* ? " < > | characters (Check your files and re-name them if necessary); and
  - (d) must not exceed 100 characters, including the file extension.
- 3.4.4 Tender files:
- (a) should not exceed a combined file size of 5 megabytes per email;
  - (b) should be zipped (compressed) together for transmission.
- 3.4.5 AMSA will accept up to a maximum of five files in any one email of a tender. Each email should not exceed the combined file size limit of 5 megabytes. If an email 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 emails ensuring that each email does not exceed 5 megabytes and clearly identify each email as part of the Tender.
- 3.4.6 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 email, 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.

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

3.7.1 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 described, 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 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

### 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 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 Deed of Standing Offer is signed with the successful Tenderer(s); or
  - (c) during the period of any Deed of Standing Offer 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 Deed of Standing Offer as a result of this ATM.
- 4.2.9 If 4.2.6(c) applies, AMSA may exercise its right under the Deed of Standing Offer to terminate any such Deed of Standing Offer 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

### 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 Deed of Standing Offer

- 5.2.1 The Deed of Standing Offer will form the basis of the final Deed of Standing Offer between AMSA and the successful Tenderer.
- 5.2.2 Tenderers should carefully examine the terms and conditions of the Deed of Standing Offer 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 Deed of Standing Offer.

### 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 Deed of Standing Offer has been executed by the Tenderer and AMSA on the basis of the Deed of Standing Offer, 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 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 Deed of Standing Offer. 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 Deed of Standing Offer 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.

## 6. Documentation

### 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 Deed of Standing Offer.

## 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.
- 7.1.5 Tenderers must take reasonable steps to identify, assess and address risks of Modern Slavery practices in the operations and supply chains used in the provision of the Goods and/or Services.

### 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.
- 7.2.1 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

### 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 Deed of Standing Offer and, as a result, the clauses in the Deed of Standing Offer 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 Workplace Gender Equality Agency, ph: 1800 730 233, [www.wgea.gov.au](http://www.wgea.gov.au).

- 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 Deed of Standing Offer with the successful bidder that it complies with its obligations, if any, under the Act.
- 8.3.3 A further term of the Deed of Standing Offer 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 accompany any offer you make to the Commonwealth.

#### **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 Time of submission, 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 Deed of Standing Offer, the Deed of Standing Offer 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 Deed of Standing Offer. Such access will apply for the term of any Deed of Standing Offer 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 Deed of Standing Offer. The Deed of Standing Offer 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 Deed of Standing Offer.

8.8.3 The Deed of Standing Offer 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: <https://www.ag.gov.au/integrity/publications/commonwealth-fraud-control-guidelines-march-2011>)

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 Modern Slavery

8.11.1 AMSA is bound by the Modern Slavery Act 2013 (available at: <https://www.legislation.gov.au/Details/C2018A00153>) Tenderers must comply with this act and ensure that personnel responsible for managing the operations and supply chains used in the performance of any resultant Deed of Standing Offer have undertaken suitable training to be able to identify and report Modern Slavery.

## 8.12 Commonwealth Principles

8.11.2 In particular, Tenderers should note that Australian Government agencies will not enter into a Deed of Standing Offer 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.
- 8.12.2 To enable AMSA to confirm the Tenderer's compliance, the Tenderer must complete the Tenderer's Declaration in Schedule 7 substantially in the form it is provided and include it as part of its Tender.
- 8.12.3 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

### 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 Deed of Standing Offer and their ability to comply with the Deed of Standing Offer.

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 Tenderers that can demonstrate adequate experience and capability to as required to deliver the Services requested by this ATM and Deed of Standing Offer. 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
<p><b>Experience and expertise:</b> The Tenderer has demonstrated adequate experience and expertise as required to deliver the Services requested by this ATM and Deed of Standing Offer.</p> <p>The Tenderer must be assessed as having adequate experience and expertise in the Protective Coatings category and a minimum of 3 other experience and expertise categories listed below for inclusion on the panel:</p> <ul style="list-style-type: none"> <li>• Protective Coatings Maintenance</li> <li>• Refurbishment of Heritage Structures</li> <li>• Remote location</li> <li>• Hazardous Paints Management</li> <li>• Project and Subcontractor Management</li> </ul>
<p><b>Management capability:</b> The Tenderer has demonstrated adequate management capability as required to deliver the Services requested by this ATM and Deed of Standing Offer.</p>
<p><b>Technical capability:</b> The Tenderer has demonstrated adequate technical capability as required to deliver the Services requested by this ATM and Deed of Standing Offer.</p>

### 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 Deed of Standing Offer (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: <https://www.tenders.gov.au/cn/search>

#### **10.5 Complaints**

- 10.4.4 Complaints regarding this ATM process should be directed in writing to the Authorised Point of Contact.
- 10.4.5 Complaints will not prejudice a Tenderer's participation in any of AMSA's future procurement processes.

## Schedule 1 – Statement of Requirements

### S1.0 Scope

S1.0.1 AMSA has established a panel arrangement for the supply of protective coating and refurbishment services for AMSA’s national Marine Aids to Navigation (AtoN) network. The panel utilises a Deed of Standing Offer agreement with each panel member. The term of the panel is from March 2023 to 30 June 2026 with options to extend for a period of up to three years.

S1.0.2 This is an open panel and contractors may join the panel arrangement at any time during the term.

### S2.0 Definitions

**Table S1: Definitions**

<b>AMSA</b>	Australian Maritime Safety Authority.
<b>AtoN</b>	Aid(s) to Navigation.
<b>Service Provider</b>	The company that undertakes a Contract to provide the Goods and Services as described in the Statement of Requirements.
<b>ITP</b>	Inspection and Test Plan.
<b>The Coating Specification</b>	The coating specification issued by AMSA with the Work Order Quotation similar to that presented in <b>Attachment 1</b> and <b>Attachment 2</b> .
<b>WHS</b>	Work Health and Safety.
<b>Work Site</b>	The immediate area surrounding the AtoN in which project works are being undertaken.

### S3.0 Background Information

S3.0.1 AMSA operates a network of approximately 400 AtoN sites throughout Australia consisting of a diverse network of structures ranging from heritage lighthouses to offshore piles and buoys.

S3.0.2 AMSA has 52 heritage lighthouses within its network of AtoN and operates a program for the removal of hazardous coatings and refurbishment of heritage lighthouses. Lighthouses are prioritised in a risk-based assessment, considering criteria such as condition of coatings, safety, and associated structure deterioration such as severe corrosion, erosion of stone work etc. 21 of the heritage lighthouse have been refurbished since 2009 and AMSA plans to remove hazardous coatings and refurbish nominally two heritage lighthouses per year until the remaining 31 lighthouse have been refurbished. At the time of tender the below table outlines the current proposed works during the potential 6year period of this panel arrangement.

Table S2: Proposed works during panel arrangement

AtoN	Scope
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Dent Island, QLD	Heritage lighthouse refurbishment, hazardous coatings removal.
Althorpe Island, SA	Heritage lighthouse refurbishment, hazardous coatings removal.
North Reef, QLD	Mid life renewal, maintenance overcoat of lighthouse refurbished in 2009.
Gabo Island, VIC	Heritage lighthouse refurbishment, hazardous coatings removal.
Cape Byron, NSW	Heritage lighthouse refurbishment, hazardous coatings removal.
Eddystone Point, TAS	Heritage lighthouse refurbishment, hazardous coatings removal.
Low Head, TAS	Heritage lighthouse refurbishment, hazardous coatings removal.
Cape Inscription, WA	Heritage lighthouse refurbishment, hazardous coatings removal.
Mersey Bluff, TAS	Heritage lighthouse refurbishment, hazardous coatings removal.
Cape Sorrel, TAS	Heritage lighthouse refurbishment, hazardous coatings removal.
Smoky Cape, NSW	Heritage lighthouse refurbishment, hazardous coatings removal.
Cape Du Couedic, SA	Heritage lighthouse refurbishment, hazardous coatings removal.
Cape Hotham, NT	Internal lantern room hazardous coating removal and maintenance painting of structure

S3.0.3 In addition to above other ad hoc works such as protective coatings for offshore piles, buoys etc may be required during the period of the panel arrangement.

#### **S4.0 Panel Arrangement**

S4.0.1 The panel arrangement utilises a Deed of Standing Offer with each suitably qualified and experienced Service Provider.

S4.0.2 Tenderers to note that all non-compliance with the Deed of Standing Offer must be advised within Schedule 4, however it is unlikely that AMSA will accept any Amendments to the terms and conditions of the Deed of Standing Offer noting that a number of deeds have been executed with existing panel members. As such AMSA will only consider changes to the Deed of Standing Offer and Statement of requirements that can be applied to all prospective tenderers and existing Service Providers during the term of the panel arrangement.

**S5.0 Operation of the panel**

**S5.1 Work Order Quotation**

S5.1.1 For each project a number of Service Providers from within the panel will be selected and provided the opportunity to submit a quotation.

S5.1.2 Quotations will be requested from a minimum of three Service Providers for each project. The number of service providers requested to quote may be limited when a site visit is being provided by helicopter or boat, in this instance the Service Providers will be selected taking into consideration the competitiveness and suitability of prior quotations.

S5.1.3 AMSA will release a Work Order Quotation for each project to the selected Service Providers. The Work Order Quotation will outline:

- a. the site details
- b. tender site visit details
- c. the scope of works for the specific project
- d. any additional contractual conditions that are specific to the AtoN site
- e. timing requirements
- f. response requirements
- g. evaluation criteria specific to the WOQ

S5.1.4 For each project AMSA will seek a turnkey solution from a single Service Provider to complete the defined scope of works.

**S5.2 Evaluation of Quotations**

S5.2.1 Quotations received will be evaluated based on the following or as advised within the Work Order Quotation:

- a. All Service Providers will be assessed as equally capable of completing the protective coatings portion of the works noting that this will have been demonstrated during establishment of the panel.
- b. The Service Providers ability to complete the works in the required timeframe.
- c. The Service Providers proposed project methodology and sub-contractors considering items such as:
  - i. Mobilisation method
  - ii. Site layout
  - iii. Worksite access equipment
  - iv. Experience/suitability of the proposed sub-contractors
- d. An evaluation will be undertaken for the Ancillary Works to be completed as part of the project which will consider criteria such as:
  - i. Where the Service Provider is required to provide a technical solution or design – the extent to which the solution or design meets AMSAs requirements
  - ii. The extent to which the Service Providers proposed work methodology for ancillary works meets AMSAs requirements

- iii. Experience/suitability of the proposed sub-contractors
- e. An overall value for money assessment

## **S6.0 Protective coating works**

S6.0.1 AMSA maintains two coating specifications:

- a. AMSA Lighthouse Coating Specification: this specification is primarily utilised for projects involving the removal of hazardous coatings or refurbishment of lighthouse where all existing protective coatings are to be removed in total and replaced. The revision of this specification current at the time of tender release (April 2023) is included in **Attachment 1**.
- b. AMSA Aid to Navigation Maintenance Coating Specification: this specification is primarily utilised for the regular/ongoing maintenance of AMSAs network of AtoN. This specification may be utilised under the panel arrangement for midlife renewal of recently refurbished AtoN, protective coating maintenance and warranty repair works. The revision of this specification current at the time of tender release (April 2023) is included in **Attachment 2**.

S6.0.2 All protective coating works must be completed in accordance with the current revision of the relevant coating specification at the time of issue of a Work Order Quotation. The applicable coating specification will be included as an attachment to the Work Order Quotation.

S6.0.3 All protective coating warranty repairs must be completed in accordance with AMSA Aid to Navigation Maintenance Coating Specification unless approved otherwise by AMSA.

## **S6.1 Removal from the panel**

S6.1.1 A Service Provider may be removed from the panel for any of the following reasons:

- a. Sub-standard quality of works
- b. Failure to rectify identified defects
- c. Failure to comply with warranty requirements
- d. Non-compliance to specification
- e. Non-compliance or breach of environmental, WHS or other such approvals and regulations/legislation
- f. Any other such occurrence deemed reasonable by AMSA
- g. Failure to maintain PCCP and Business Management System certification

## **S7.0 Ancillary works**

S7.0.1 As AMSA's protective coating and refurbishment projects are often in remote locations and incorporate other works, the Service Provider may be required to undertake:

- a. Work in remote locations
- b. Corrosion repairs and fabrication
- c. Timber repairs and fabrication
- d. Concrete, masonry and stone repairs

- e. Asbestos removal
- f. Electrical works
- g. Lead/hazardous paint removal
- h. Refurbishment of heritage structures
- i. Coating works over water
- j. Drafting
- k. Glazing works

S7.0.2 Further information regarding each of the above ancillary work categories is included in sections S7.1 to S7.10.

S7.0.3 AMSA operates nationwide and as such it is intended that the Service Providers will have capability to complete projects anywhere within Australia.

### **S7.1 Remote area**

S7.1.1 Remote area means any AtoN location that is isolated due to one or more of the below:

- a. Access to site is only available by boat or helicopter
- b. Urban emergency services are not immediately available
- c. No services such as power, sewage or water are available at site
- d. No accommodation is available in the vicinity of the site

### **S7.2 Corrosion repairs and fabrication**

S7.2.1 Corrosion repairs may include structural and nonstructural repairs to metallic substrates including:

- a. Cast iron
- b. Carbon steel
- c. Copper
- d. Brass
- e. Stainless steel
- f. Aluminium

S7.2.2 Fabrication requirements may include manufacture of structural components and/or manufacture of replica heritage components, fixtures, fasteners etc from any of the materials noted above.

### **S7.3 Timber repairs and fabrication**

S7.3.1 The Service Provider may be required to undertake structural and nonstructural repairs to timber components of the AtoN. Timber repairs are generally undertaken to heritage structures in response to rot or physical damage.

### **S7.4 Concrete, masonry and stone repairs**

S7.4.1 Concrete masonry and stone repairs may include:

- a. Cracking/spalling, delamination etc
- b. Installation of cathodic protection systems

- c. Repointing of stone or brick structures
- d. Repair/replacement of stone
- e. Desalination of stone, brick, concrete

### **S7.5 Asbestos removal**

S7.5.1 Asbestos removal will generally include removal of asbestos cement sheet, roofing products, membranes and vinyl tiles.

S7.5.2 All asbestos removal must be undertaken by appropriately qualified and licensed personnel for the state in which the work is being undertaken. All asbestos removal must be undertaken in accordance with Commonwealth/State Acts, legislation, regulations and codes of practice.

S7.5.3 The Service Provider is responsible for the submission of both State and Commonwealth asbestos notifications to the Regulators. Waste tracking and disposal records must be retained and provided to AMSA for all asbestos removal works.

### **S7.6 Electrical works**

S7.6.1 Electrical works may include:

- a. Removal of existing AtoN electrical equipment
- b. Installation and commissioning of AtoN electrical equipment and power supply systems
- c. Establishment of temporary power supply and AtoN arrangements

S7.6.2 AMSA operates mains powered and standalone solar powered sites.

S7.6.3 All electrical work is required to be competed in accordance with current revision of AMSAs Aid to Navigation Electrical Installation Standard at the time of issue of a Work Order Quotation. AMSAs electrical installation standard current at the time of tender release (April 2023) is included in **Attachment 3**.

### **S7.7 Lead/hazardous paint removal**

S7.7.1 Many of AMSA's AtoN structures are painted with lead based paints, all work involving the disturbance of lead/hazardous paints must be undertaken in accordance with the requirements of The Coating Specification, Australian Standards and Commonwealth/State Acts, legislation, regulations and codes of practice.

S7.7.2 The Service Provider must supply all relevant information and assist AMSA in submission of the lead risk work notification to the Commonwealth Regulator. The Service Provider is responsible for submission of any state notification requirements.

S7.7.3 Refurbishment of heritage structures

S7.7.4 Many of the projects to be completed under the panel arrangement will be the refurbishment of heritage listed structures, The Service Provider must be capable of undertaking works that are sympathetic to the heritage values of a structure and in accordance with relevant heritage guidelines and approvals.

### **S7.8 Coating works over water**

S7.8.1 AMSA operates a number of piled AtoN structures, the Service Provider may be required to undertake surface preparation and coating works over water in sensitive marine environments.

S7.8.2 To Undertake coating works over water the Tenderer or their designated sub-contractor must have accreditation to class 4 of category A of the Painting Contractor Certification Program (PCCP).

## **S7.9 Drafting**

S7.9.1 Where requested by the Work Order the Service Provider must provide as constructed drawings for any modifications to the AtoN, fabricated components supplied/fitted or electrical works undertaken as part of the scope of works.

S7.9.2 All drawings must be drafted in accordance with the current revision of the AMSA Aid to Navigation Drafting Standard at the time of issue of a Work Order Quotation. AMSAs Drafting Standard current at the time of tender release (April 2023) is included in **Attachment 4**.

## **S7.10 Glazing works**

S7.10.1 Many of AMSAs lighthouses are fitted with glazed lantern rooms. The Service Provide may be required to undertake glazing works including removal of existing glass and installation of new or existing glazing.

S7.10.2 All glazing installation works must be undertaken by an Australian Glass and Window Association accredited Glazier.

## **S8.0 Tender Site visit**

S8.0.1 Wherever possible AMSA will facilitate a tender site visit for each project after release of the Work Order Quotation. The intent of a site visit is to provide the Tenderers with the opportunity to view the AtoN structure and satisfy themselves as to the extent of the scope of works and gain an understanding of the environmental and site access constraints and arrangements. Attendance at the site visit when provided will be a mandatory requirement for submission of a quotation. Where access to site is by helicopter or boat AMSA will provide transport to/from the point of departure i.e. heliport or harbor for one person per Tenderer free of charge. Where access is by helicopter or boat AMSA will limit the number of Service Providers that are selected to provide quotations based upon capacity of the available aircraft/vessel, in this instance the Service Providers will be selected taking into consideration the competitiveness and suitability of prior quotations.

## **S9.0 Warranty Requirements**

S9.0.1 The Service Provider must provide warranties for all work completed as part of a project in accordance with Clause 19 of the Deed of Standing Offer.

S9.0.2 The warranties are held between AMSA and the Service Provider, AMSA will not accept warranties passed on from sub-contractors.

S9.0.3 The Service Provider must also validate and pass on manufacturers and materials warranties for all materials used as part of a project.

**S10.0 Project Documentation requirements**

S10.0.1 This section outlines the documentation and deliverables required for each project additional documentation requirements may be specified in the Work Order Quotation.

**S10.1 Project Management Plan**

S10.1.1 For each project the Service Provider must deliver a Project Management Plan (PMP) a minimum of 6 weeks prior to mobilisation to site.

S10.1.2 The PMP must outline the methodology, resources and work processes required in carrying out the Project. The PMP must include but is not limited to the following:

- a. Site Works Plan
- b. Risk Assessment/Management Plan
- c. Safety Plan
- d. Environmental Management Plan
- e. Quality Management Plan
- f. project schedule/program
- g. inspection regime

S10.1.3 Additional information regarding the content of each component of the PMP is provided in the following sections.

S10.1.4 The final PMP must be approved by AMSA prior to site work commencing.

**S10.2 Site Works Plan**

S10.2.1 The Site Works Plan must detail the methodology to be utilised to complete each component of the scope of works from mobilisation through to demobilisation including but not limited to the following:

- a. The processes, procedures, materials and equipment that will be utilised to undertake the works
- b. Details of any sub-contractors to be utilised
- c. identification of applicable legislation, codes of practice and Australian Standards to be utilised
- d. induction of employees and sub-contractors
- e. transport to and from site
- f. accommodation of employees at site (if applicable)
- g. hours of work
- h. supply and storage of materials and equipment
- i. electricity and water supply
- j. scaffolding and work platform drawings
- k. contingency plans in the event of poor weather

**S10.3 Risk Assessment/Management Plan**

S10.3.1 The Service Provider must complete a risk assessment on all aspects of the project.

S10.3.2 The risk assessment must include but not be limited to the following:

- a. Scheduling
- b. Site access
- c. weather conditions
- d. transport/freight logistics
- e. Work site risks including WHS risks

S10.3.3 The risk assessment must identify the foreseeable risks and suitable measures to mitigate these risks.

S10.3.4 The Service Provider is responsible for managing all risk associated with the project and as such all weather risks and risks associated with site works must be borne by the Service Provider.

**S10.4 Safety Plan**

S10.4.1 The Safety Plan must cover all aspects of the project including but not limited to:

- a. safety issues associated with the risks identified in the risk assessment and how they will be managed
- b. Work Method Statements/Job Safety Analysis, for all high risk work procedures to be carried out
- c. emergency management procedures including evacuation of staff in the event of an incident or inclement weather
- d. communication methods and contact details for all on site personnel
- e. details of First Aid training for all on site personnel
- f. First Aid procedures including medical evacuation
- g. Workplace Health and Safety (WHS) requirements

**S10.5 Environmental Management Plan**

S10.5.1 The Environmental Management Plan (EMP) must include but is not limited to:

- a. containment and removal of materials associated with the works
- b. methods for storage of oils, fuels and chemicals
- c. containment and disposal of waste materials including sewage and waste water
- d. prevention of the introduction of non-endemic species and diseases
- e. methods to eliminate the possibility of transferring noxious weeds and grasses to and from the Work Site
- f. method for reporting and investigating environmental incidents or accidents
- g. biosecurity measures

**S10.6 Quality Management Plan**

S10.6.1 The Quality Management Plan must include but is not limited to:

- a. The quality control/assurance procedures that will be implemented throughout the project
- b. A copy of all quality control documents and forms
- c. Inspection and test plans for all work processes
- d. Equipment calibration records
- e. Personnel responsibilities and qualifications

**S10.7 Project Schedule/Program**

S10.7.1 The Service Provider must develop a detailed Project Schedule/program that includes a Gantt chart of project activities and clearly outlines the critical path.

S10.7.2 The Project Schedule must include but not be limited to the following:

- a. major milestones
- b. nominated hold and inspection points in the project
- c. individual periods allocated for:
  - i. procurement
  - ii. prefabrication
  - iii. supply and delivery of materials
  - iv. construction tasks/activities
- d. nominated dates for site works
- e. period allocated for completion reporting and supply of quality documentation.

S10.7.3 An updated schedule including any unforeseen task slippages and actual works completed must be included in the fortnightly report.

**S10.8 Photographic Documentation**

S10.8.1 The Service Provider must photograph the progress of the project. The photographs must include but not be limited to:

- a. all areas prior to commencement of work
- b. progress of works
- c. all work processes
- d. a set of full frame photos on completion to show all surfaces of the lighthouses
- e. site and surrounding area after clean up

S10.8.2 All photographs and associated metadata must be in .jpg format with a minimum resolution of 5MP, clearly labeled with the site name and date. Photos must be submitted as part of the completion reporting process.

**S10.9 Completion Report**

S10.9.1 The Service Provider must provide a Completion Report that includes but is not limited to:

- a. an outline of the project and methodology

- b. detailed record of all materials used in the project, including traceability certificates for all materials sourced by the Service Provider
- c. A protective coatings quality assurance report that includes:
  - i. all quality assurance/control documentation and inspection records completed during the works
  - ii. a statement of compliance/non-compliance to The Coating Specification.

The report must be compiled in a logical format such that the coating records can be easily linked to the structure component or substrate for which they are applicable too.
- d. All other quality assurance/control documentation completed during the works
- e. details of any issues and accidents experienced during the project and any recommendations for future projects of a similar nature
- f. records of disposal of all waste products
- g. a comprehensive set of photographs of the work as described in clause S10.8 Photographic Documentation
- h. final project completion sign off by the Service Provider.
- i. A heritage fabric register (where applicable) utilising the format provided by AMSA, refer to **Attachment 5** for an example format
- j. A coating system and colour summary utilising the format provided by AMSA, refer to **Attachment 6** for an example format

S10.9.2 The completion report must be provided within 4 weeks of demobilisation from site.

**S11.0 Project Requirements**

S11.0.1 This section outlines particular requirements that must be implemented by the Service Provider throughout each project.

**S11.1 Project Manager**

S11.1.1 The Service Provider must appoint a Project Manager as the single point of contact for AMSA for the duration of each project. The Project Manager must report to the AMSA Nominated Officer and provide the following services:

- a. management of the project
- b. ensuring a risk/hazard review is undertaken prior to commencement of work and at regular times throughout the project cycle
- c. maintaining an effective WHS program to prevent injuries and illnesses through control of risks/hazards, training and promotion of safe work practices
- d. reporting requirements as per Section S11.5.

S11.1.2 The Service Provider must provide contact details for the nominated Project Manager to AMSA within two (2) weeks of award of a Work Order.

**S11.2 Quality Control and Inspection Requirements**

S11.2.1 The Service Provider must have in place inspection test plans (ITP's) for the onsite works, the ITP's must cover all major work processes such as but not limited to:

- a. Qualification of surface preparation techniques
- b. Surface preparation and coating application - individual ITP for each substrate or coating system
- c. Individual ITP for each category of ancillary works
- d. Site cleanup, testing and clearance prior to demobilisation

S11.2.2 The Service Provider must facilitate a suitable inspection regime to be agreed with AMSA prior to site works commencing, this may include but is not limited to the following points:

- a. Prefabricated items, plant and vessels prior to mobilisation
- b. establishment of the worksite
- c. at key points during the works including:
  - i. surface preparation
  - ii. stages throughout coating application
- d. completion of final site works and clean up prior to demobilization
- e. inspection prior to the completion of the warranty period.

S11.2.3 The Service Provider must supply transport for the AMSA nominated officer from the nearest town to and from site for the purpose of inspections, excluding S11.2.2e for which AMSA will provide Transport.

S11.2.4 For Helicopter transport AMSAs minimum requirement is a turbine aircraft, for flights over water turbine aircraft equipped with floats or twin turbine.

S11.2.5 The Service Provider must undertake inspection and testing as specified in The Coating Specification issued with the Work Order Quotation. Detailed quality assurance records must be maintained for all surface preparation and coating applications.

S11.2.6 Any surface deemed to be unsatisfactorily prepared or painted will be rejected by the AMSA Nominated Officer and made good at the Service Provider's expense.

S11.2.7 Any component where the paint system is damaged prior to final acceptance by the AMSA Nominated Officer must be repaired at the Service Provider's expense in accordance with the AMSA Aid to Navigation Maintenance Coating Specification.

S11.2.8 AMSA may engage an independent Coatings Inspector to undertake inspections throughout the site works on AMSA's behalf.

### **S11.3 Work Standards**

S11.3.1 The Service Provider must ensure that all work carried out complies with current Australian Standards, Industry Standards, State, Local and/or Federal Government Legislation/Regulations and applicable Codes of Practices.

S11.3.2 The Service Provider must:

- a. identify and apply applicable standards required to carry out the required works
- b. monitor performance throughout the duration of the works
- c. inspect and test works completed
- d. maintain details of all materials added to the structure including material identification and traceability documents
- e. maintain control of non-conforming products or services
- f. maintain detailed records of compliance

### **S11.4 Site Cleanup**

S11.4.1 The Service Provider is responsible for maintaining the Work Site in a safe and tidy condition on a daily basis.

S11.4.2 At completion of the onsite works, all tools, equipment, materials and machinery must be removed from the Work Site. All rubbish, debris and building by-products must be removed and disposed of in accordance with State, Local and/or Federal Government Legislation/regulations and to the satisfaction of the AMSA nominated officer.

### **S11.5 Progress Reporting**

S11.5.1 The Service Provider must provide AMSA with written progress reports every two (2) weeks throughout the entire project outlining progress against the Project Management Plan and Project Schedule. These reports must commence a maximum of four (4) weeks after award of a Work Order.

S11.5.2 The fortnightly progress report must include but is not limited to the following:

- a. Project Manager's summary
- b. project status
- c. WHS
- d. environmental management
- e. quality assurance
- f. engineering
- g. procurement
- h. construction
- i. contractual:

- i. general
- ii. progress claims
- j. schedule and progress status
- k. technical information
- l. problems encountered or foreseen

S11.5.3 During the site works phase, the Service Provider must provide AMSA with a daily update in the form of an email covering the work completed in the previous 24 hours, work scheduled for the next 24 hours, any issues/incidents, quality aspects, a record of toolbox talks/safety briefings and a number of progress photos.

### **S11.6 Incident Reporting**

S11.6.1 The Service Provider must notify AMSA's Nominated Officer immediately by phone of the occurrence of any of these events:

- a. safety incident or injury
- b. environmental incident or impact
- c. any unforeseen event that may affect the progress of the Project.

S11.6.2 These incidents must be fully investigated with a written report submitted by the Service Provider to AMSA within one (1) week of the incident and reported to the relevant authority where applicable within the required timeframe.

### **S11.7 Permits and Approvals**

S11.7.1 The Service Provider is responsible for assessing whether any permits or approvals are required for each project and gaining them if required.

### **S12.0 Business Management Systems (Quality/Environmental/Safety) and PCCP accreditation**

S12.0.1 The Service Provider must maintain their business management system certification for the period of any resulting Deed of Standing Offer including:

- i. AS/NZS ISO 9001
- ii. AS/NZS 4801 or ISO 45001
- iii. AS/NZS ISO 14001

S12.0.2 The Service Provider must maintain their PCCP accreditation for the period of any resulting Deed of Standing Offer.

### **S13.0 Subcontractor Management**

S13.0.1 Where the Service Provider is sub-contracting any component of the scope of works the Service Provider remains wholly responsible for all sub-contract and sub-contracted Services.

S13.0.2 The Service Provider is responsible for the review, inspection and conformity of all documentation and services to be sub-contracted prior to delivery to, or inspection by, AMSA.

### **S14.0 Acceptance of Completed Project**

S14.0.1 The project will be deemed complete by AMSA upon the following:

- a. completion of works as per the Schedule of Requirements and The Coating Specification
- b. approval of work by the AMSA Nominated Officer
- c. inspection on completion of site works
- d. AMSA acceptance of the Project Completion Report
- e. handover of all project documentation to AMSA
- f. provision of validated warranty documentation

**S15.0 AMSA supplied information**

S15.0.1 The following information is attached:

- a. **Attachment 1:** AMSA Lighthouse Coating Specification
- b. **Attachment 2:** AMSA Aid to Navigation Maintenance Coating Specification
- c. **Attachment 3:** AMSA Aid to Navigation Electrical Installation Standard
- d. **Attachment 4:** AMSA Aid to Navigation Drafting Standard
- e. **Attachment 5:** Heritage Fabric Register
- f. **Attachment 6:** Coating System and Colour Summary
- g. **Attachment 7:** Deed of Standing Offer



## Schedule 2 – Deed of Standing Offer

The Deed of Standing Offer template (**Attachment 7**) is the form of contract that AMSA would expect to execute with the successful Tenderers to this ATM. Tenderers should examine the Deed of Standing Offer and advise whether they comply with its Terms and Conditions.

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



Schedule 3 – Response Cover Sheet

## Approach to Market in relation to provision of

ESTABLISHMENT OF AMSA ATON PROTECTIVE COATING AND  
REFURBISHMENT CONTRACTOR PANEL ARRANGEMENT

FOR THE

AUSTRALIAN MARITIME SAFETY AUTHORITY

ATM No. 22AMSA263

ATM CLOSING TIME: NOT APPLICABLE

Organisation details	
Full Name Of Tendering Entity:	
Trading As:	
ABN:	
ACN/ARBN:	
Registered Address:	
Postal Address:	

Representative's details	
Name of Contact Person:	
Telephone:	
Email Address:	

Tender submission checklist	
Document	Completed and lodged
<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.]**

Tenderers must advise all non-compliances however should note that as multiple Service Providers may be engaged the conditions of the Deed of Standing Offer must be the same for all Service Providers. As such AMSA will only consider changes to the Deed of Standing Offer and Statement of requirements that can be applied to all prospective tenderers.

Tenderers should carefully examine the terms and conditions of the Deed of Standing Offer before completing their Tenders and this Statement of Non-compliance.

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 Deed of Standing Offer 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 Deed of Standing Offer; and
- (c) the cost of becoming compliant.

In respect of any clauses or schedules of the Conditions of Tender or Deed of Standing Offer 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 Deed of Standing Offer 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

## 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.]

Direct credit information	
Name of Financial Institution:	
Physical Address of Financial Institution:	
Account Name:	
BSB Number:	
Account Number:	
Remittance Advice E-mail Address:	
Name of Contact for Remittance Advice:	

Insurance			
Type of Cover	Amount of Cover	Insurance Company	Expiry Date
Public Liability	Minimum \$10mil		
Professional Indemnity	Minimum \$5mil		
Workers' Compensation			
Others (Please specify)			

Other Requirements	
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 Deed of Standing Offer? If no, provide details of the Conflict of Interest and how the Tenderer proposes to manage or resolve the conflict. .....	Yes/No
Is there any petition, claim, action, judgment or decision against you which relates to unpaid employee entitlements? If yes, provide details. .....	Yes/No
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?	Yes/No
Are there any parts of your response that you request to be considered as "Confidential Information" in any resulting Deed of Standing Offer? The Department of Finance website <a href="https://www.finance.gov.au/procurement/procurement-policy-and-guidance/buying/contract-issues/confidentiality-procurement-cycle/principles.html">https://www.finance.gov.au/procurement/procurement-policy-and-guidance/buying/contract-issues/confidentiality-procurement-cycle/principles.html</a> 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. .....	Yes/No



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. .....	Yes/No
--	--------

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. It is AMSAs preference that referees provided correspond to the project examples supplied Schedule 6. Note referees may be provided for projects that were completed for AMSA, however AMSA requires 3 referees for non-AMSA projects/personnel.

Referees			
Name of Organisation	Key Contact	Contact Details	Description of Project Undertaken

## Schedule 6 – Tenderer’s Response to Schedule 1

### 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**

Tenderers must provide information addressing all requirements listed in the below table. Each point in the below table must be addressed separately.

Requirement
<p><b>1.Experience and Expertise – Protective Coatings</b></p> <p>Tenderers must provide information outlining their prior experience and expertise in the application of industrial protective coating systems similar to the requirements specified in AMSA Lighthouse Coating Specification (<b>Attachment 1</b>) to an existing structure.</p> <p>Project examples must be provided demonstrating the Tenderers experience in the complete removal of existing coating system and replacement with new protective coating systems in accordance with a prescriptive specification. Project examples must include information outlining the tenderers involvement in the project and works completed such as but not limited to:</p> <ol style="list-style-type: none"> <li>a) Was the Tenderer the head contractor or a sub-contractor (note a minimum of 2 project examples must be provided for this response criteria where the Tenderer was the head contractor)</li> <li>b) The scope of works completed</li> <li>c) Structure encapsulation and scaffolding</li> <li>d) Surface preparation</li> <li>e) Coating application</li> <li>f) Quality control and testing</li> </ol> <p><b>Note where the Tenderer is not a specialist protective coatings company, the tenderer must nominate a designated sub-contractor for the protective coatings component of the works who will be utilised for all future projects.</b></p>
<p><b>Tenders Response 1:</b></p>
<p><b>2: Experience and Expertise – Protective Coatings Maintenance</b></p> <p>Tenderers must provide information outlining their prior experience and expertise in the maintenance (overcoating and/or localised repair) of industrial protective coating systems similar to the requirements specified in AMSA Aid to Navigation Maintenance Coating Specification (<b>Attachment 2</b>) to an existing structure.</p> <p>Project examples must be provided demonstrating the Tenderers experience in undertaking protective coating maintenance in accordance with a prescriptive specification. Project examples must include information outlining the tenderers involvement in the project and works completed such as but not limited to:</p> <ol style="list-style-type: none"> <li>a) Was the Tenderer the head contractor or a sub-contractor (note a minimum of 2 project examples must be provided for this response criteria where the Tenderer was the head contractor)</li> <li>b) The scope of works completed</li> <li>c) Structure encapsulation and scaffolding</li> <li>d) Surface preparation</li> <li>e) Coating application</li> <li>f) Quality control and testing</li> </ol> <p><b>Note where the Tenderer is not a specialist protective coatings company, the tenderer must nominate a designated sub-contractor for the protective coatings component of the works who will be utilised for all future projects.</b></p>

**Tender Response 2:**

**3. Experience and Expertise – Refurbishment of Heritage Structures**

Tenderers must provide information outlining their prior experience and expertise in the refurbishment of heritage structures where protective coatings is a significant portion of the scope of works.

Project examples must be provided demonstrating the Tenderers experience in undertaking heritage refurbishment works. Project examples must include information outlining the tenderers involvement in the project and works completed such as but not limited to:

- a) Was the Tenderer the head contractor or a sub-contractor
- b) Description of the heritage structure
- c) The scope of works completed by the Tenderer

Note that whilst it is preferred that the project examples provided are for structures that are either commonwealth, state or local council heritage listed, AMSA will consider examples of refurbishment works to structures that are not listed but display heritage values.

**Tender Response 3:**

**4. Experience and Expertise – Remote Location**

Tenderers must provide project examples demonstrating the Tenderers experience and expertise in undertaking protective coating works in a remote location. Project examples must include information outlining the tenderers involvement in the project and works completed such as but not limited to:

- a) Was the Tenderer the head contractor or a sub-contractor
- b) The scope of works completed by the Tenderer

**Tender Response 4:**

**5. Experience and Expertise – Hazardous Paints Management**

Tenderers must provide project examples demonstrating the Tenderers experience and expertise in undertaking Hazardous Paints Management. Project examples must include information outlining the tenderers involvement in the project and works completed such as but not limited to:

- a) Was the Tenderer the head contractor or a sub-contractor
- b) The scope of works completed by the Tenderer
- c) What type of hazardous paints were being managed/removed i.e lead, chromate etc

**Tender Response 5:**

**6. Experience and Expertise – Project and Subcontractor Management**

Tenderers must provide project examples demonstrating the Tenderers experience and expertise in the management of protective coatings or refurbishment works in which the Tenderer was the head contractor and was responsible for the management of works and sub-contractors in undertaking:

- a) Corrosion repairs and fabrication
- b) Timber repairs
- c) Concrete repairs and cathodic protection
- d) Asbestos removal
- e) Electrical installation works
- f) Drafting/Drawing

**Tenderers to note that experience does not need to be demonstrated in all of the above ancillary work categories, however tenderers must demonstrate their ability to manage such works operating as the head contractor for a protective coatings or refurbishment project. Tenderers should provide information demonstrating their ability to effectively manage sub-contractors, trades etc and to inspect, test and confirm works other than protective coatings comply to specifications.**

**Tender Response 6:**

**7. Management Capability – Project Documentation**

The Tenderer must provide information demonstrating their ability to develop project documentation as required for the scope of works, sample documentation must be provided for:

- a) Project Management Plan
- b) Safety Plan
- c) Quality Plan
- d) Hazardous Paints Compliance Plan
- e) Environmental Management Plan

**Tender Response 7:**

**8. Management Capability – Key Personnel**

Tenderers must provide the full names and CV's that the tenderer proposes to perform the following roles:

- a) Project Manager
- b) Site Supervisor – refer to qualification requirements listed in The Coating Specification
- c) Quality Assurance – refer to qualification requirements listed in The Coating Specification
- d) WHS&E manager

**Tender Response 8:**

**9: Technical Capability – Quality Control/Assurance**

Tenderers must provide information outlining their quality control procedures for protective coating works including sample quality control forms and documents that will be utilised during any future projects.

Tenderers must provide an ITP for the surface preparation and application of a coating system to an External Cast Iron Lattice Surface in accordance with the AMSA Lighthouse Coating Specification (**Attachment 1**).

**Tenders Response 9:**

**10: Condition for participation (b)**

Tenderers must provide a copy of their PCCP certification

**11: Condition for Participation (c)**

Tenderers must provide a copy of their Business Management System Certification

## Schedule 7 – Tenderer's Declaration

### 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 22AMSA263 (**ATM**), issued by the Australian Maritime Safety Authority (**AMSA**) for the establishment of AMSA AtoN protective coating and refurbishment contractor panel arrangement (**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 **[relationship to Tenderer, eg "managing director"]** (**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);
  - (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; and
- 6 The Tenderer is compliant with all paragraphs of the ATM and all clauses of the Deed of Standing Offer 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 Deed of Standing Offer, 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.