**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** |
| **Response Cover Sheet** (as set out in Schedule 3) | YES/NO |
| **Statement of Non-Compliance** (as set out in Schedule 4) | YES/NO |
| **Profile of Tenderer**  (as set out in Schedule 5) | YES/NO |
| **Tenderer’s Response to Schedule 1** (as set out in Schedule 6) | YES/NO |
| **Tenderer's Declaration** (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 <https://www.finance.gov.au/procurement/procurement-policy-and-guidance/buying/contract-issues/confidentiality-procurement-cycle/principles.html> provides an explanation about this matter. If **YES,** 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** |
| **1.Experience and Expertise – Protective Coatings**  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 (**Attachment 1**) to an existing structure.  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:   1. 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) 2. The scope of works completed 3. Structure encapsulation and scaffolding 4. Surface preparation 5. Coating application 6. Quality control and testing   **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.** |
| **Tenders Response 1:** |
| **2: Experience and Expertise – Protective Coatings Maintenance**  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 (**Attachment 2**) to an existing structure.  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:   1. 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) 2. The scope of works completed 3. Structure encapsulation and scaffolding 4. Surface preparation 5. Coating application 6. Quality control and testing   **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.** |
| **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:   1. Was the Tenderer the head contractor or a sub-contractor 2. Description of the heritage structure 3. The scope of works completed by the Tenderer   Note that whilst 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:   1. Was the Tenderer the head contractor or a sub-contractor 2. 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:   1. Was the Tenderer the head contractor or a sub-contractor 2. The scope of works completed by the Tenderer 3. 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:   1. Corrosion repairs and fabrication 2. Timber repairs 3. Concrete repairs and cathodic protection 4. Asbestos removal 5. Electrical installation works 6. 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:   1. Project Management Plan 2. Safety Plan 3. Quality Plan 4. Hazardous Paints Compliance Plan 5. 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:   1. Project Manager 2. Site Supervisor – refer to qualification requirements listed in The Coating Specification 3. Quality Assurance – refer to qualification requirements listed in The Coating Specification 4. 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:
   * + - 1. offers to supply the Goods and Services at the prices contained in its Tender;
         2. agrees to participate in the ATM process in accordance with the ATM documents; and
         3. declares that all information in its Tender is true and correct in every respect.
5. The Tenderer warrants that:
   * + - 1. 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;
         2. 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;
         3. 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;
         4. 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;
         5. 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;
         6. 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);
         7. it does not, and will not in the provision of the Goods and Services, engage illegal workers;
         8. 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)*;*
         9. if it is a public sector agency, it has complied with competitive neutrality requirements;
         10. 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)*;*
         11. 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:
   * + - 1. 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;
         2. 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
         3. 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:
   * + - 1. 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;
         2. 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;
         3. 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;
         4. it confirms that it:

has consultation arrangements which encourage cooperation and engagement of employees and management; and

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;

* + - * 1. where the Tenderer has an enterprise agreement, that enterprise agreement includes a genuine dispute resolution procedure that includes the following:

the ability for employees to appoint a representative in relation to the dispute;

in the first instance procedures to resolve the dispute at the workplace level;

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

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

1. The Tenderer makes the following further representations to AMSA:
   * + - 1. 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;
         2. it has read and considered all addenda in preparing its Tender;
         3. 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;
         4. it has satisfied itself as to the correctness and sufficiency of its Tender; and
         5. 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.
2. 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.