



# Approach to Market

**ATM 24AMSA280**

## **ESTABLISHMENT OF PANEL ARRANGEMENT FOR LEVEL 2 EMERGENCY TOWAGE CAPABILITY SERVICES**

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CLOSING TIME & DATE: 2:00 pm (Canberra Local Time) 30 June 2029

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>	2:00 PM (Canberra local time) 30 June 2029
<b>Conflict of Interest</b>	any matter, circumstance, interest, or activity affecting the Tenderer (including the officers, employees, agents and subcontractors of the Tenderer) which will, may, or may appear to, impair the ability of the Tenderer to provide the requirements for the benefit of AMSA diligently and independently. This may include a conflict between:  (a) the interests of a Tenderer or its personnel or their duties to any person; and  (b) the duties they have or would have to AMSA under the ATM or any contract which may result.
<b>Draft Deed of Standing Offer</b>	the document set out in Schedule 1
<b>Offer Period</b>	90 days after the Closing Time, except as otherwise noted where vessel daily rates must remain valid for a period of 6 months after the closing time.
<b>Requirement</b>	the Goods and Services required by AMSA under this ATM and described in the draft 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/en/publications/reference-publications/guiding-principles-business-and-human-rights">https://www.ohchr.org/en/publications/reference-publications/guiding-principles-business-and-human-rights</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 3.
<b>Requirements</b>	the Services required by AMSA under this ATM and described in the draft Deed of Standing Offer.
<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.

### 2.2 Approach to Market

- 2.2.1 In accordance with this ATM, AMSA invites Tenders for the performance of the Services and or the provision of the Services as set out in the draft Deed of Standing Offer.
- 2.2.2 This ATM is made for the benefit of AMSA.

### 2.3 Inter-Governmental Agreement on the National Maritime Emergency Response Arrangements

- 2.3.1 As a result of the Inter-Governmental Agreement on the National Maritime Emergency Response Arrangements (**NMERA**), AMSA will provide emergency towage capability around the Australian coastline in line with the assessed levels of risk. To ensure the availability of suitable vessels for its Emergency Towage Vessel (**ETV**) Program, AMSA has three categories of response capability and associated contracts with suppliers:

- a) Level 1: This enables the provision of a dedicated ETV (currently the *Reef Keeper* based in Cairns) to supply emergency towage response within the Great Barrier Reef from Torres Strait in the north to Mourilyan in the South. The contract also provides for the provision of aid to navigation maintenance support in the area.

*Note to Tenderers: These Level 1 ETC services are NOT part of this ATM, however, AMSA may consider proposals for a Level 2 ETV in this region.*

- 2.3.2 Level 2: Requires that arrangements are in place for suitably equipped ETVs to respond at short notice to directions from AMSA to perform first strike emergency towage capability in the event of shipping incidents or casualties. An ETV provider in each Region is contracted to make suitable ETVs available.

*Note to Tenderers: these Level 2 ETC services are the subject of this ATM.*

- 2.3.3 Level 3: This enables the provision of suitable vessels on an 'as needs' or opportunity basis, using AMSA's powers of intervention to requisition these assets.

*Note: these Level 3 services are NOT included in the services to be procured under this ATM.*

### 2.4 Level 2 Arrangements

- 2.4.1 The current Level 2 ETC contracts commenced in April 2019 and have typically been provided by port towage service providers. The current contracts will end when services are established by this approach to market process. Level 2 ETC services have been activated on numerous occasions since the program commenced in mid 2006.
- 2.4.2 One of the stated ambitions of the NMERA program (also articulated in current AMSA Marine Notices) is the preference that commercial arrangements are reached without AMSA taking intervention action. Accordingly, AMSA has often placed ETVs on 'stand-by' in preparation for potential responses, with operational engagement occurring under commercial arrangements.
- 2.4.3 The continued provision of appropriate Level 2 capability around the coastline of Australia will provide a major response capability to minimise, or mitigate a maritime casualty and therefore the threat of a significant ship sourced pollution incident.

## 2.5 Summary of Requirements and Panel Arrangement

- 2.5.1 AMSA is seeking to establish a Panel of suitable Level 2 ETC Suppliers capable of providing ETC Services as described in the draft Deed of Standing Offer included in Attachment 1. The draft Standard Operating Procedures (SOPs) referenced in the draft Deed of Standing Offer are included in Attachment 2.
- 2.5.2 The Level 2 ETC Services will be provided on a regional basis with the current allocation of regions as depicted in the map included in Attachment 3.
- 2.5.3 Respondents to this ATM must satisfy the requirements for inclusion on the Panel of ETC Suppliers. Note:
- (a) At the time of Tender submission Suppliers must be capable of providing the Services in at least one region to qualify for inclusion on the panel.
  - (b) AMSA is seeking the provision of vessels capable of meeting all requirements specified in Annexure C of the draft Deed of Standing Offer however, Tenderers are strongly encouraged to submit information outlining all vessels within their fleet that the Tenderer has assessed as being capable of delivering the Services irrespective of whether the vessels comply with all stated Vessel Requirements. AMSA will not consider vessels with bollard pull of less than 40t.
- 2.5.4 Following the conclusion of this ATM the Panel will remain in place for a period of approximately five (5) years.
- 2.5.5 For the Term of the Panel it will be used to select Suppliers to provide Level 2 ETC Services in Regions as required by AMSA. Engagement of Suppliers from the Panel for provision of Services in Regions will utilise the Request for Quotation and Work Order process described in the Deed of Standing Offer.
- 2.5.6 The Request for Quotation process will allow Suppliers to submit and confirm final details relating to provision of the Services for Region nominated by AMSA, including but not limited to:
- (a) Transition timing and deliverables
  - (b) The Region including confirmation of its boundaries
  - (c) Commencement date
  - (d) Personnel details
  - (e) Vessel details
  - (f) Daily Rates for On Task Services
  - (g) Any other details required to update SOPs and or finalise a Work Order under the Deed of Standing Offer.
- 2.5.7 AMSA will utilise a risk-based approach to select the most suitable Supplier and Vessel to provide the Services in each region taking into consideration achieving Value for Money outcome that fits within budgetary constraints.
- 2.5.8 It is expected that Work Orders will commence on 1 July 2025, however AMSA will consider an earlier commencement date if Suppliers can provide the required Services prior to this date.
- 2.5.9 It is anticipated that only one Supplier will be selected to provide the Services for each Region, however a Supplier may be selected to provide Services in more than one Region.
- 2.5.10 Any Supplier issued a Work Order will be paid a fixed Monthly Fee (calculated from the Annual Fee) for the provision of Services (maintaining the Emergency Towing Capability in a State of Readiness) and reimbursed a Daily Rate for the provision of any On Task Services.
- 2.5.11 At the time of tender submission, Tenderers must confirm the Annual Fee and On Task Services Daily Rate. Pricing submitted at the time of tender submission is not part of the tender evaluation and will not inform the selection of contractors for joining the panel however, the pricing must remain valid as follows:
- (a) Annual Fee – Valid for the term of the panel

- (b) Daily Rate for On Task Services – valid for a minimum period of 6 months from the Tender submission date after which the Supplier will be provided the opportunity to revalidate pricing through the Request for Quotation process.

2.5.12 The draft Deed of Standing Offer contains a provision for an annual indexation of the Annual Fee and Daily Rate and as such annual indexation should be excluded from tendered pricing.

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

2.6.1 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.

2.6.2 As the On Task Services component of Level 2 ETC will be delivered in response to an emergency, it is not possible to estimate the number of incidents requiring On Task Services or the amount of fees that AMSA will be required to pay to Suppliers under any contract resulting from this ATM. Tenderers should be aware that On Task Services are entirely responsive and AMSA does not warrant that any On Task Services will be requested during the term of the contract.

## 2.7 Conditions for Participation

2.7.1 Tenderers must meet the following conditions for participation in this ATM:

CONDITIONS FOR PARTICIPATION
The Tenderer must hold an Australian Business Number (ABN) or an Australian Registered Body Number (ARBN) .
The Tenderer must have business management systems certified (by an independent certifying organisation) as compliant with: <ul style="list-style-type: none"> <li>(i) AS/NZS ISO 9001</li> <li>(ii) AS/NZS 4801 or ISO 45001</li> <li>(iii) AS/NZS ISO 14001</li> </ul>
A tenderer and each of its subcontractors must not be bankrupt, insolvent or subject to external administration or have been in the last 3 years.

2.7.2 Any Tender which does not comply with all the mandatory conditions for participation set out in this clause 2.7 will be excluded from consideration.

## 2.8 Minimum Content and Format Requirements

2.8.1 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) Tenderers must include in their response, completed Schedules 2 – 7 (including a completed and signed copy of a statutory declaration substantially in the form set out in Schedule 7).

2.8.2 Any Tender which does not comply with all the minimum content and format requirements set out in clause 2.8 may be excluded from consideration.

## 2.9 Commonwealth Procurement Rules

2.9.1 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>

2.9.2 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.

**2.10 Structure of this ATM**

2.10.1 This ATM comprises the following parts:

- (a) these Conditions of Tender
- (b) Schedule 1: Draft Deed of Standing Offer
- (c) Schedule 2: Response Cover Sheet template
- (d) Schedule 3: Statement of Non-Compliance template
- (e) Schedule 4: Profile of Tenderer template
- (f) Schedule 5: Tenderer's Response
- (g) Schedule 6: Pricing and Delivery template
- (h) Schedule 7: Tenderer's Declaration template

**2.11 Governing Law**

- 2.11.1 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

#### 3.1 Electronic Lodgement

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

#### 3.2 Tender Closing Time and Date

- 3.2.1 A closing time and date for responding to this ATM is 2:00 PM (Canberra local time) 30 June 2029.

#### 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 uploading successfully and/or may mean that it is not 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 8 gigabytes per upload;
  - (b) should be uploaded from a high level directory on a Tenderer's desktop, so as not to impede the upload process; and
  - (c) should be zipped (compressed) together for transmission to AMSA.
- 3.4.5 AMSA will accept up to a maximum of five files in any one upload of a tender. Each upload should not exceed the combined file size limit of 8 gigabytes. If an upload would otherwise exceed 8 gigabytes, the Tenderer should either:
- (a) transmit the Tender files as a compressed (zip) file not exceeding 8 gigabytes; and/or
  - (b) lodge the Tender in multiple uploads ensuring that each upload does not exceed 8 gigabytes and clearly identify each upload as part of the Tender.

3.4.6 If a Tender consists of multiple uploads, due to the number of files or file size, Tenderers should ensure that transmission of all files is completed before the Closing Time.

3.4.7 Tenders must be completely self-contained. No hyperlinked or other material may be incorporated by reference.

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

3.5.1 Scanned images of signed and/or initialled pages within the Tender, including Statutory Declarations, are permitted so long as the total file size does not exceed the 8 gigabyte limit. The use of scanned or imaged material, where it increases the Tender file size beyond the 8 gigabyte limit per upload, is prohibited.

### **3.6 Lodgement Process**

3.6.1 Before lodging an electronic tender, Tenderers should:

- (a) ensure their technology platform meets the minimum;
- (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 Proof of Lodgement**

3.7.1 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.

3.7.2 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.

### **3.8 Security**

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

3.8.2 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 contract is signed with the successful Tenderer(s); or
  - (c) during the period of any contract entered into as a result of this ATM.
- 4.2.7 If 4.2.6(a) applies, AMSA reserves the right to discontinue this ATM process.
- 4.2.8 If 4.2.6(b) applies, AMSA reserves the right to discontinue the Tender process and not proceed to enter any contract as a result of this ATM.
- 4.2.9 If 4.2.6(c) applies, AMSA may exercise its right under the contract to terminate any such contract for convenience, without compensation for loss of potential profits.

### **4.3 Errors and Corrections**

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

## 5. Tenders

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### 5.1 Tender content

- 5.1.1 Tenderers should complete the response templates in Schedules 2 - 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 2 - Response Cover Sheet to ensure they provide all the information requested in this ATM.

### 5.2 Draft Deed of Standing Offer

- 5.2.1 The draft Deed of Standing Offer included in Schedule 1 will form the basis of the final contract between AMSA and the successful Tenderers.
- 5.2.2 Tenderers should carefully examine the terms and conditions of the draft Deed of Standing Offer before completing their Tenders and before completing the response Schedules 2 - 7.

### 5.3 Statement of Non-Compliance

- 5.3.1 Tenderers should indicate in the template in Schedule 3 - Statement of Non-Compliance any Non or Partial Compliances with the Conditions of Tender or the draft 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 contract has been executed by the Tenderer and AMSA on the basis of the draft 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 not consider alternative Tenders.

### 5.6 Joint Tenders

- 5.6.1 AMSA will only consider joint Tenders if Tenderers propose a single legal entity as prime contractor for the resultant contract. A joint Tender is a Tender which includes more than one Tenderer.
- 5.6.2 If Tenderers lodge a joint Tender, the Tenderers must describe the legal entity with which AMSA will enter into a contract if the Tender is successful. AMSA may consider a request by joint Tenderers to substitute the proposed contracting entity with a different Tenderer, provided that the substituted entity was one of the joint Tenderers.

## 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 contract.

## 7. Probity

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### 7.1 Ethical dealing

- 7.1.1 AMSA's policy is to engage in the highest standards of ethical behaviour and fair dealing throughout the Tender process. AMSA requires the same standards from those with whom it deals.
- 7.1.2 Tenders must be compiled without improper assistance of employees or former employees of AMSA (with the exception of former employees of AMSA who have had no involvement in the ATM process and whose participation has been approved in writing by AMSA) and without the use of information improperly obtained or in breach of an obligation of confidentiality.
- 7.1.3 Tenderers must not:
- (a) engage in misleading or deceptive conduct in relation to the ATM process;
  - (b) engage in any collusive tendering, anti-competitive conduct, or any other unlawful or unethical conduct with any other Tenderer, or any other person in connection with the ATM process; or
  - (c) attempt to influence improperly any officer, employee or agent of AMSA, or violate any applicable laws or Commonwealth policies regarding the offering of inducements in connection with the ATM process.
- 7.1.4 AMSA may exclude from consideration any Tender lodged by a Tenderer which, in AMSA's reasonable opinion, has engaged in any behaviour contrary to clause 7.1.3 in relation to the ATM process.
- 7.1.5 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.
- 7.2.2 If a Conflict of Interest arises, AMSA may:
- (a) enter into discussions to seek to resolve such Conflict of Interest;
  - (b) reject the Tender lodged by such a Tenderer; or
  - (c) take any other action it considers appropriate.

## 8. Application of law and Commonwealth policy

### 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 Services described in the draft Deed of Standing Offer including:

- (a) the [Commonwealth Procurement Rules](#) explain the Commonwealth's procurement framework and many core policies;
- (b) if using AMSA's premises or facilities, the relevant security obligations in effect at those premises or in regard to those facilities, as notified by AMSA;
- (c) if using the premises or facilities of a State or Territory government agency, the relevant security obligations and health and safety requirements in effect at those premises or in regard to those facilities, as notified by AMSA or the relevant State or Territory government agency;
- (d) the small and medium enterprises (**SME**) policy under which the Government is committed to agencies sourcing at least 10% of their purchases by value from SMEs. An SME is an Australian or New Zealand registered firm with fewer than 200 full time equivalent employees;
- (e) Division 137.1 of the *Criminal Code* which makes it an offence to knowingly provide false and misleading information to a Commonwealth entity;
- (f) the *Work Health and Safety Act 2011* (Cth) which requires a person conducting a business or undertaking to ensure the health and safety of all workers;
- (g) the *Privacy Act 1988* (Cth) as amended from time to time, which aims to ensure that contractors and their sub-contractors do not engage in an act or practice which, if done by AMSA or the Commonwealth, would breach the Information Privacy Principles. The *Privacy Act 1988* (Cth) also imposes obligations directly on contractors and sub-contractors to comply with the National Privacy Principles. Tenderers should be aware that the *Privacy Act 1988* (Cth) may be amended during the period of this ATM or any resultant contract and, as a result, the clauses in the draft 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 4 - 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 contract with the successful bidder that it complies with its obligations, if any, under the Act.
- 8.3.3 A further term of the contract will be that the contractor does not enter under a subcontract with a non-complying supplier. If you are currently named as non-compliant under the Act you must submit a compliant report and will subsequently obtain a letter of compliance from the Director. This letter of compliance must either accompany any offer you make to the Commonwealth or be provided to the Commonwealth prior to the Closing Time.

#### 8.4 Illegal workers

- 8.4.1 It is AMSA policy not to contract with providers engaging illegal workers and the Tenderer's Declaration in Schedule 7 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 7. AMSA will exclude a Tender if the Tenderer discloses, or AMSA identifies, the Tenderer as having an adverse decision against it in relation to unpaid employee entitlements.

#### 8.6 Anti-terrorism measures

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

#### 8.7 Auditor-General

- 8.7.1 The attention of Tenderers is drawn to the Auditor-General Act 1997 (Cth) which gives the Auditor-General or an authorised person a right to have, at all reasonable times, access to information, documents and records (see sections 32 and 33 of the *Auditor-General Act 1997* (Cth)).
- 8.7.2 In addition to the Auditor-General's statutory powers, and in recognition of the need for the Auditor-General's functions to be conducted in an efficient and cooperative manner, if a Tenderer is chosen to enter into a contract, the contract will provide that the Tenderer may be required to provide to the Auditor-General, or to a delegate of the Auditor-General, access to information, documents, records and Commonwealth assets, including those on the Tenderer's premises. This access will be required at reasonable times on giving reasonable notice, for the purpose of carrying out the Auditor-General's functions and will be restricted to information and assets which are in the custody or control of the Tenderer, its employees, agents or subcontractors, and which is directly related to the contract. Such access will apply for the term of any contract entered into and for a period of seven years from the date of expiration or termination.
- 8.7.3 Tenderers should obtain, and will be deemed to have obtained, their own advice on the impact of the *Auditor-General Act 1997* (Cth) on their participation in the ATM and any resultant contract. The draft 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 contract.
- 8.8.3 The draft 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: [Commonwealth Fraud Control Guidelines 2011](#))
- 8.10.2 Tenderers must comply with any fraud control requirements in the draft Deed of Standing Offer, 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 Contract have undertaken suitable training to be able to identify and report Modern Slavery.

## 8.12 Commonwealth Principles

- 8.12.1 In particular, Tenderers should note that Australian Government agencies will not enter into a contract with a Tenderer who:
  - (a) fails, when required by the Commonwealth, to confirm it understands and complies with all relevant workplace relations laws, occupational health and safety laws, or workers' compensation laws; and
  - (b) is subject to an order from any Court or Tribunal decisions relating to a breach of workplace relations laws, occupational health and safety laws, or workers' compensation laws with which the Tenderer has not fully complied or is not fully complying.
- 8.12.2 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 Services described in the draft Deed of Standing Offer;
- (d) satisfied themselves as to the correctness and sufficiency of their Tenders including tendered prices; and
- (e) satisfied themselves as to the terms and conditions of the draft Deed of Standing Offer and their ability to comply with the draft 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 the Tenderer/s that meet the specified requirements.

### 10.2 Tender Evaluation

10.2.1 The evaluation of Tenders will be completed in two stages:

(a) Stage 1. Compliance check

The compliance check process comprises:

- (i) receipt and initial screening of the Tenders submitted in response to the ATM, and
- (ii) assessment of Tender Compliance with the Conditions of Participation and Minimum Content and Format Requirements.

(b) Stage 2. Evaluation against the Qualitative Criteria

Tenders that progress to the Stage 2 evaluation will be evaluated in accordance with the evaluation criteria detailed below:

Qualitative Evaluation Criteria
<b>Technical compliance:</b> the Tenderer has demonstrated its offer meets or exceeds the minimum technical requirements set out in the ATM and draft Deed of Standing Offer.
<b>Management capability and capacity:</b> the Tenderer has demonstrated as having adequate management capability and capacity to deliver the services set out in the ATM and draft Deed of Standing Offer.
<b>Experience and expertise:</b> the Tenderer has demonstrated it has adequate experience and expertise to deliver the services set out in the ATM and draft Deed of Standing Offer. This assessment may include consideration of any unethical behaviour and/or deficiencies in performance experienced under prior contracts.

10.2.2 Tenders will be assessed against the above qualitative evaluation criteria on an Adequate/inadequate basis. An overall assessment of inadequate against any of the requirements will eliminate the submission from further consideration in this ATM process to establish the Panel Arrangement.

### 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;
- (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.
- 10.3.5 AMSA may exclude a tenderer on grounds such as bankruptcy, insolvency, false declarations, or significant deficiencies in performance of any substantive requirement or obligation under a prior contract.

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

- 10.4.1 Following the evaluation of Tenders and the establishment of the panel, 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.

#### **10.5 Complaints**

- 10.5.1 Where a tender wishes to formally submit a complaint about this procurement process they should refer to 'Managing Procurement Complaints' at: <https://www.amsa.gov.au/about/reporting-and-accountability/managing-procurement-complaints>
- 10.5.2 All other complaints regarding this ATM process should be directed in writing to the Authorised Point of Contact.
- 10.5.3 Complaints will not prejudice a Tenderer's participation in any of AMSA's future procurement processes.



## Schedule 1 – Draft Deed of Standing Offer

The attached draft Deed of Standing Offer template (**Attachment 1**) is the form of contract that AMSA would expect to execute with the successful Tenderers to this ATM. Tenderers should examine the draft Deed of Standing Offer and advise whether they comply with its Terms and Conditions.

Tenderers should not complete the draft Deed of Standing Offer. It is provided solely to assist with preparation of Tenders, in particular response Schedule 3 - Statement of Non-Compliance.

Schedule 2 – Response Cover Sheet

## Approach to Market in relation to provision of

LEVEL 2 EMERGENCY TOWAGE CAPABILITY SERVICES

FOR THE

AUSTRALIAN MARITIME SAFETY AUTHORITY

ATM No. 24AMSA280

**ATM CLOSING TIME: 2:00 pm (Canberra Local Time) 30 June 2029**

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 2)	YES/NO
<b>Statement of Non-Compliance</b> (as set out in Schedule 3)	YES/NO
<b>Profile of Tenderer</b> (as set out in Schedule 4)	YES/NO
<b>Tenderer's Response</b> (as set out in Schedule 5)	YES/NO
<b>Pricing and Delivery</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 3 – Statement of Non-Compliance

**TENDERERS 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 should carefully examine the terms and conditions of the draft 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 draft 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 draft Deed of Standing Offer; and
- (c) the cost of becoming compliant.

In respect of any clauses or schedules of the Conditions of Tender or draft 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 draft 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	Cost of Becoming Compliant (Inc GST)



## Schedule 4 – Profile of Tenderer

**TENDERERS 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			
Property			
Workers' Compensation			
Hull and Machinery			
Protection and Indemnity			

**Note:** Refer to draft Deed of Standing Offer for minimum insurance requirements. Insurance COC's must be provided with the tender submission.



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 contract? 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 contract? The Department of Finance website <a href="https://www.finance.gov.au/government/procurement/buying-australian-government/confidentiality-throughout-procurement-cycle">https://www.finance.gov.au/government/procurement/buying-australian-government/confidentiality-throughout-procurement-cycle</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 should provide a list of, and contact details for, at least three recent clients of the Tenderer who are prepared to act as referees and a description of the contract, including goods and/or services supplied by the Tenderer to the referee.

Referees			
Name of Organisation	Key Contact	Contact Details	Description of Contract

## Schedule 5 – Tenderer’s Response

### Tenderer’s Response

**TENDERERS NOTE:** Lodgement of a Tenderer’s Response is a minimum content and format requirement. A Tender will be excluded from consideration if it does not meet a minimum content and format requirement.

1. Tenderers must respond to all questions in this schedule 5.
2. Questions are aligned to the Qualitative criteria specified at 10.2

### TECHNICAL COMPLIANCE

#### **Q1 Vessel Particulars**

Tenderers must provide details of each vessel that it proposes to utilise to provide Emergency Towing Capability in the table below. Tenderers may also provide vessel specifications/data sheets to support the submission as separate attachments

Tenderers must complete and submit the Excel Spreadsheet included in Attachment 4.

#### **Q2 Towing Arrangement**

Tenderers must provide details and a general arrangement of the proposed towing arrangement for safe ocean towing.

Note Tenderers are only required to provide a typical example of the proposed towing arrangement.

#### **Q2 Answer**



**Q3 Compliance to IMO towing Guidelines**

Tenderers must provide details to demonstrate compliance with:

- a) the International Maritime Organisation Guidelines for safe Ocean Towing, specifically the Towing Vessel Requirements in Paragraph 11 and 12.
- b) DNV-ST-N001 Marine Operations and Marine Warranty section 4.4 and 11.13

Note Tenders are only required to provide typical details demonstrating compliance, vessel specific details are not required to be provided for each vessel listed in response to Q1.

**Q3 Answer**

**Q4 Vessel crewing for On Task Services**

Tenderers must provide details of proposed crewing arrangements for the provision of On Task Services and describe how this is adequate for 24/7 operations for periods of 7 days or more.

**Q4 Answer**



## **MANAGEMENT CAPABILITY AND CAPACITY**

### **Q5 Response to On Task Direction**

Tenderers must provide details of its ability to respond to On Task Directions including means, methods and procedures available to respond to Taskings on a 24 hours a day/7 days a week basis.

### **Q5 Answer**

### **Q6 Deployment timeframe**

Tenderers must provide details of its ability to deploy within 2 hours of a Tasking and the means, methods and procedures available to meet the 2 hour deployment requirement.

A shorter deployment time is preferred however, If the tender believes that 2 hours is not achievable it must be identified in the response and the Tenderer must advise the proposed deployment timeframe. AMSA will consider a maximum of four hours.

### **Q6 Answer**



**Q7 Disruption to Home Port Operations**

Tenderers must specify what contingencies would be in place, if any, to ensure minimal disruption to shipping operations in vessel home ports in the event of a Tasking.

**Q7 Answer**

**Q8 Employees and Employment arrangements to support the Services**

Tenderers must provide details demonstrating adequate numbers of suitably trained and qualified employees and appropriate employment arrangements in place to facilitate the delivery of the Services.

**Q8 Answer**



**Q9 Training and Qualifications**

Tenderers must provide details of how its crews will be trained and qualifications/skills maintained or upgraded during the Contract term.

Tenderers must provide details of any specific Emergency Towage training courses or programmes that will be provided to the Tenderer's personnel and the frequency of delivery.

**Q9 Answer**

**Q10 Safety Management Systems**

Tenderers must provide details to demonstrate that its Safety Management System is adequate for the provision of emergency towage services.

**Q10 Answer**



## **EXPERIENCE AND EXPERTISE**

### **Q11 Vessel Towing**

Tenderers must provide details of its experience in undertaking vessel towing services including:

- Emergency towing
- Port towing
- Ocean Towing

### **Q11 Answer**

### **Q12 Operations outside of port limits**

Tenderers must provide details of its experience conducting operations:

- outside of port limits to 200nm from shore
- for extended durations of 7 days or more

### **Q12 Answer**



**Q13 deployment timeframes and 24/7 operations**

Tenderers must provide details of its experience providing 24/7 operations and meeting deployment timeframes for the delivery of similar Services.

**Q13 Answer**

**Q14 Personnel experience**

Tenderers must provide details of its staff, including qualifications, experience, relevant training, certifications and competencies.

Details and CVs must be provided for the specific personnel who would be responsible for the management of the delivery of Services.

Nominal or example details may be provided for vessel crew.

**Q14 Answer**

## Schedule 6 – Pricing and Delivery

### PRICING AND DELIVERY

**TENDERERS NOTE:** Lodgement of a Pricing and Delivery 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.

#### 1 Instructions

- (a) A Tenderer must lodge a Pricing and Delivery schedule.
- (b) All pricing must be in Australian dollars and cents.
- (c) Tenderers should provide full details of all pricing and discounts offered in the tables below.
- (d) Prices should be inclusive of:
  - (i) GST (as defined in section 195-1 of the *A New Tax System (Goods and Services Tax) Act 1999*);
  - (ii) all costs of complying with this ATM; and
  - (iii) all costs associated with doing all things necessary for the due and proper provision of the Services, such as freight, packing, handling, Customs duty and insurance as applicable. If such costs are dependent on agreement of the exact scope of work, the basis for determining these costs should be provided.

#### 2 Discounts

- (e) Tenderers should specify any discounts (such as early payment discounts) and incentives offered.

#### 3 Pricing Response

##### Item 1 Fixed Contract Price:

Description	Amount (Ex GST)	GST	Amount (Inc GST)
Annual Fee			
<b>TOTAL:</b>			

**Note:**

1. The Annual Fee will be subject to annual indexation as detailed in the Deed of Standing Offer and as such annual indexation should be excluded from tendered pricing.
2. Tenderers to confirm if the Annual Fee is the same for all Regions and Vessels offered to provide the Services or whether the Annual Fee is variable. If a variable Annual Fee is proposed the Tenderer must advise the proposed structure for the variation in Annual Fees i.e. the Tenderer must advise an Annual Fee per region or the variation of the Annual Fee based upon Vessel capability.

**Fixed Contract Price notes:**

[Tenderer to add notes clarifying their Annual Fee structure if a variable fee is proposed]



**Item 2**                      **Daily Rate for On Task Service (per Day):**

Description	Amount (Ex GST)	GST	Amount (Inc GST)
Daily Rate for On Task Services			

**Notes:**

1. The Daily Rate will be subject to annual indexation as detailed in the Deed of Standing Offer and as such annual indexation should be excluded from tendered pricing.
2. Tenderer to confirm if the Daily Rate for On Task Services is the same for all Regions and Vessels offered to provide the Services or whether the Daily Rate is variable. If a variable Daily Rate is proposed the Tenderer must advise the proposed structure for the variation in Daily Rate i.e. the Tenderer must advise a Daily Rate per region or the variation of the Daily Rate based upon Vessel capability.

**Daily Rate for On Task Services notes:**

[Tenderer to add notes clarifying their Daily Rate for On Task Services structure if a variable rate is proposed]

**Item 4**                      **Discounts:**

The Tender must advise any discounts offered (and proposed discount structure) including:

- a) Early Settlement of Invoices:
- b) Discount for award of multiple regions:

**Item 5**                      **Other**

## Schedule 7 – Tenderer's Declaration

### STATUTORY DECLARATION *Statutory Declarations Act 1959*

**TENDERERS 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 24AMSA280 (**ATM**), issued by the Australian Maritime Safety Authority (**AMSA**) for the [Insert name of ATM here] (**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:
  - (d) 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;
  - (e) 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;
  - (f) all relevant labour regulations, including ethical employment practices are met;
  - (g) 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;
  - (h) 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;
  - (i) 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;
  - (j) 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);
  - (k) it does not, and will not in the provision of the Goods and Services, engage illegal workers;

- (l) 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);
  - (m) if it is a public sector agency, it has complied with competitive neutrality requirements;
  - (n) 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);
  - (o) 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 draft Deed of Standing Offer except as specified in the Statement of Non-Compliance that forms part of its Tender.
- 7 The Tenderer represents that:
- (p) 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;
  - (q) 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
  - (r) 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:
- (s) 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;
  - (t) 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;
  - (u) 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;
  - (v) 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;
  - (w) where the Tenderer has an enterprise agreement, that enterprise agreement includes a genuine dispute resolution procedure that includes the following:
    - (i) the ability for employees to appoint a representative in relation to the dispute;
    - (ii) in the first instance procedures to resolve the dispute at the workplace level;
    - (iii) if a dispute is not resolved at the workplace level, the capacity for a party to the dispute to refer the matter to an independent third party for mediation or conciliation; and

- (iv) if the dispute is still not resolved, the capacity for an independent third party to settle the dispute via a decision binding on the parties; and

9 The Tenderer makes the following further representations to AMSA:

- (a) it has examined the ATM, the draft 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*.

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**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.