



Australian Government

Australian Maritime Safety Authority

NOTE TO TENDERERS

This document is a draft and is provided for information purposes and for responding to the ATM. The final Standard Operating Procedures under any resultant contract will be updated to be specific to the Contractor and Region/s.

Standard Operating Procedures

Level 2 Emergency Towing Capability Services

Australian Maritime Safety Authority

and

[insert Contractor]

Contract for Level 2 Emergency Towing Capability Services

[Work Order #]

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Table of Contents

<u>1.</u>	<u>Document Control</u>	<u>4</u>
<u>2.</u>	<u>Definitions</u>	<u>5</u>
<u>3.</u>	<u>Introduction</u>	<u>7</u>
<u>4.</u>	<u>Regions</u>	<u>7</u>
<u>5.</u>	<u>Positioning</u>	<u>8</u>
<u>6.</u>	<u>Command and Control</u>	<u>8</u>
<u>7.</u>	<u>Operational Role</u>	<u>9</u>
<u>8.</u>	<u>Incident Alerting and Tasking Procedures</u>	<u>10</u>
<u>9.</u>	<u>Communications during Taskings</u>	<u>11</u>
<u>10.</u>	<u>ETV Reporting</u>	<u>12</u>
<u>11.</u>	<u>Onboard Procedures</u>	<u>13</u>
<u>12.</u>	<u>Facilities for AMSA STAFF</u>	<u>14</u>
	<u>Annex A – ETC2 AREA of operation (Region)</u>	<u>15</u>
	<u>Annex B - AMSA CONTACT DETAILS</u>	<u>16</u>
	<u>Annex C – Contractors Contact Details</u>	<u>17</u>
	<u>Annex D – Contractors Vessel Details</u>	<u>18</u>
	<u>Annex E – Vessel Towing Equipment Arrangement</u>	<u>19</u>



1. Document Control

Version	Author	Description of Change	Date of Authorisation	Authorised by
1.0		Issued for Tender		



2. Definitions

2.1 Unless specifically defined in these Standard Operating Procedures (SOPs), defined terms used in these SOPs have the meaning given to them in the Contract Conditions [INSERT REFERENCE]. The meanings of the following terms used in these SOPs are set out below:

ABFC means Australian Border Force Cutter.

Activation means the Tasking of an ETV by AMSA to respond to an Incident in accordance with these Standard Operating Procedures.

Alert means the provision of information to the Contractor regarding a maritime casualty and a probable requirement for On Task services.

AMSA Authorised Officer means an AMSA Officer who is authorised to Task the ETV as required.

ARC means AMSA Response Centre, also known as the Joint Rescue Coordination Centre (JRCC). The Canberra operations centre from which AMSA coordinates multi-disciplinary (search & rescue, environment protection, emergency towing, casualty coordination) and multi-agency (Commonwealth, States / Territories, commercial sector) responses to a maritime emergency.

Emergency Towing Vessel (ETV) means the Vessels used to provide the ETC as described in the Contract.

Incident means a Maritime Casualty or Marine Incident.

Marine Incident has the meaning given in section 14 of the *Navigation Act 2012 (Cth)*.

Maritime Casualty means a collision of ships, stranding or other incident of navigation, or other occurrence on board a ship or external to it resulting in material damage or imminent threat of material damage to a ship or cargo in accordance with the definition from the '*International Convention relating to Intervention on the High Seas in Cases of Oil Pollution Casualties (1969)*' as amended.

MERCOM means the Maritime Emergency Response Commander appointed by AMSA, who is responsible for making national level decisions for management of responses to maritime casualties. Under the POI Act, the MERCOM has the power to take such measures as may be necessary to prevent, mitigate or eliminate a risk of significant pollution. This includes the power to direct a port to release a tug or designate a place of refuge for a ship in emergency situations that present a risk of pollution.

NMERA means the National Maritime Emergency Response Arrangements.

National Plan means the National Plan for Maritime Environmental Emergencies developed under the Inter-Governmental Agreement.

POI Act means the *Protection of the Sea (Powers of Intervention) Act 1981*, as amended from time to time.

RAN means Royal Australian Navy.

SAR means search and rescue.

Ship means any vessel of any type or size that is capable of causing significant pollution should its cargo or bunker fuel (including lubricants) or other substances on board be discharged in an incident.



SOLAS means the *International Convention for the Safety of Life at Sea (SOLAS) 1974*, as amended.

SOPs means these Standard Operating Procedures.



3. Introduction

- 3.1 Australia's National Maritime Emergency Response Arrangements (NMERA) include the provision of a minimum level of emergency towing capability in strategic regions around the Australian coastline and a regulatory framework to support a coordinated approach to emergency response issues.
- 3.2 This capability is provided by Emergency Towing Vessels (ETVs) positioned in strategic locations, judged to be at a higher risk from environmental damage. These Vessels are usually engaged in normal harbour towing operations but can be utilised during a Maritime Casualty to provide possible stabilisation assistance until commercial salvage or towing arrangements can be put in place by the ship owner.
- 3.3 The Australian Maritime Safety Authority (AMSA) has engaged the Contractor under the Contract to provide an emergency towing capability (ETC) in the Region using one or more Emergency Towing Vessels (ETV). This ETC forms part of the National Plan, which provides a minimum level of emergency towing capability in strategic regions around the Australian coastline and a regulatory framework to support a coordinated approach to emergency response issues.
- 3.4 These SOPs form part of the Contract and should be read in conjunction with:
- a) the *Protection of the Sea (Powers of Intervention) Act 1981*, as amended;
 - b) the other parts of the Contract (which will take precedence over these SOPs to the extent of any inconsistency);
 - c) AMSA procedures or instructions that cover the day-to-day operations of the Vessel; and
 - d) National Plan for Maritime Environmental Emergencies.
- 3.5 Copies of these SOPs are held by AMSA, the Contractor and Crew of the ETV, including when on board the ETV.
- 3.6 These SOPs will be reviewed periodically by AMSA and where required updated and re-issued by AMSA.

4. Regions

- 4.1 These SOPs apply to the provision of ETC Services in the Regions outlined in Annex A and surmised below:
- a) [insert applicable Regions]
- 4.2 The Map included in Annex A provides a depiction of the nominal Region boundaries.
- 4.3 The Contract requires the Contractor to ensure that the Nominated Vessel is, at all times during the Contract Term, capable of providing the ETC within the Region from the Home Port.
- 4.4 The Home Port for the Nominated Vessel applicable to the Regions is listed in Annex D.

Operations outside the Region

- 4.5 AMSA Authorised Officers may direct the Contractor to operate ETVs beyond the Region in order to provide emergency towing assistance and the Contractor must comply with any such direction.

Contracted Availability

- 4.6 The Contract requires the Contractor to maintain a State of Readiness, in particular:



- a) the Contractor must be available to provide the ETC Services upon receipt of a Tasking, 24 hours a day, 7 days a week, and
 - b) the Contractor is able to respond to a Tasking within 2 hours of receiving it, which includes the Nominated Vessel leaving a port or commencing a journey required by the Tasking for provision of ETC Services
- 4.7 Notwithstanding the above time frame, the Contractor must make every endeavour to respond as soon as possible, having due regard to safety issues.
- 4.8 AMSA will use reasonable endeavours to provide the Contractor with as long a lead up period as possible prior to an Activation by issuing the Contractor with an Alert notification.

5. Positioning

General

- 5.1 The Contract requires the Contractor to ensure that the Nominated Vessel is, at all times during the Contract Term, capable of providing the ETC within the Region from the Home Port.
- 5.2 The Home Port for the Nominated vessel applicable to the Regions is listed in Annex D.

Indicative Area of Operation

- 5.3 The Indicative Area of Operation for the Region/s covered by this SOP is depicted in on the chart provided at Annex A.
- 5.4 The Contractor must ensure that the ETV operates in the Region in accordance with the Contract.

6. Command and Control

Contracted Availability

- 6.1 AMSA's Contract Manager is responsible for the efficient management of the Contract and liaison with the Contractor on matters relating to contract management. The AMSA Contract Manager will:
- a) co-ordinate AMSA's performance of its obligations under the Contract,
 - b) identify, when applicable, the need for the development and delivery of any further training for ETV Crews in consultation with the Contractor,
 - c) liaise with the Contractor regarding the Contractor's obligations to implement and comply with the SOPs,
 - d) ensure that correctly rendered invoices received by AMSA are processed for payment in accordance with the Contract,
 - e) approve arrangements for AMSA personnel to be placed on board the ETV should it be required, and
 - f) plan, organise and conduct certain audits under the Contract and provide recommendations to AMSA if necessary.

Operational Control

- 6.2 Operational control during a Maritime Casualty Incident in which the ETV is utilised always remains vested with MERCOM or their AMSA Authorised Officer. However, responsibility for command of the ETV remains with the Master.



Minimising impact on port operations

- 6.3 One of MERCOM's duties in a response is to identify the most appropriate asset in the vicinity of the Maritime Casualty. If the use of an ETV will cause a significant impact on port operations and there is a non-contracted vessel of comparable or better capability, then MERCOM will consider the use of that vessel in preference to the ETV. If however the port ETV is the most appropriate asset to use, then regardless of the impact, it may be tasked to assist the casualty.
- 6.4 On receiving advice that a contracted ETV may be required, the Contractor must ensure that the port authority or operator identify the best method to facilitate the release of the ETV to minimize the impact on port operations that could occur if the vessel is directed to proceed to sea.

7. Operational Role

The ETV Role

- 7.1 The primary operational role of the ETV is to endeavour to stabilise a Maritime Casualty and hold it from danger until a commercial arrangement is entered into between the ship, its owners and a commercial salvage or towage company and, under the commercial arrangement, another vessel relieves the contracted ETV. The ETV will then be released and can return to its place of departure.
- 7.2 In addition to providing stabilisation to a casualty, the ETV may be required to:
- Preserve life,
 - Tow a vessel out of immediate danger,
 - Tow or escort a casualty to a place of refuge (as opposed to a place of repair),
 - Fight fire,
 - Stabilise a casualty to prevent further damage to the ship or environment,
 - Protect the marine environment from pollution (to the best of its ability with the equipment on board), and
 - Provide other emergency or towage services as directed by AMSA.
- 7.3 The ETV may be tasked to carry out a range of other duties as tasked by the MERCOM or an AMSA Authorised Officer.

Commercial towage and salvage agreements

- 7.4 Every attempt is to be made by the Master and/or owners of a ship requiring assistance to enter a commercial towage or salvage agreement to make the ship safe. If agreement is not reached on who should pay, or on a price for that assistance, MERCOM will not allow that to delay a response in tasking an ETV.
- 7.5 If another tug is in attendance or available and time permits, the Master of the casualty is free to choose it over a contracted ETV. If the situation is of an urgent nature, then MERCOM, using POI powers, may issue directions requiring the casualty to take a tow line so that the Incident can be stabilised and, if necessary, the casualty towed from danger.

Release for engagement by a third party for commercial towage

- 7.6 AMSA may release the ETV from On Task Services for the purposes of providing Related Services in accordance with the Contract.



8. Incident Alerting and Tasking Procedures

Alerting

- 8.1 When the MERCOM assesses that there is a possible requirement for On Task Services, the Contractor will be given the maximum notice commensurate with the information available regarding a Maritime Casualty by the instruction “ALERT”. This should be conducted via telephone and may be followed up with written communications, and the Contractor will confirm receipt and understanding of ALERT.
- 8.2 The ALERT instruction should not be interpreted as changing the readiness or availability of the vessel (that is, an ALERT is NOT a Tasking), but rather as a means of ensuring that the Contractor has the maximum time to prepare the vessel for a probable response if a Tasking is issued to ensure it can meet its State of Readiness requirements specified in the Contract. This may include contact with the relevant port authority or port operator to facilitate the release of the ETV.
- 8.3 The Contractor will be first alerted to a potential or actual Incident by MERCOM or the ARC, by telephone. This may be followed up by other communications. The Contractor must then place the ETV on ALERT (stand-by mode) and await any further instructions. When the ETV is in stand-by mode:
 - a) AMSA will endeavour to keep the ETV’s Master and the Contractor up to date with information regarding the actual or potential Tasking of the ETV,
 - b) as soon as it becomes apparent to AMSA that the ETV will or won’t be required to be activated, AMSA will advise the ETV Master and Contractor accordingly, and
 - c) AMSA may provide the ETV Master with communications received regarding the Incident, so that a full appraisal of the situation can be made by the Contractor.

Tasking

- 8.4 When the ETV is providing ETC Services, it is referred to in the Contract as providing 'On Task Services'. On Task Services are initiated by AMSA using a Tasking.
- 8.5 All requests for the Tasking of an ETV will be made by the MERCOM through the ARC. The ARC may then issue a Tasking to the Contractor.

Issuing of a Tasking, including under Powers of Intervention

- 8.6 When the decision is made by MERCOM or an AMSA Authorised Officer to task the ETV, a Tasking will be issued to the Contractor. This is likely to be via phone initially and followed up with an email from the ARC with as much detail about that Tasking as is known.
- 8.7 When issued with a Tasking, the Contractor must ensure that the ETV is underway within the timeframe specified in the Contract. Upon confirmation by the Contractor of receipt of the Tasking, the ETV commences providing On Task Services and the agreed Daily Rate as contained in the Contract will commence.
- 8.8 In relation to directions issued under the POI Act, once MERCOM considers the Maritime Casualty to be safe, then the Tasking will be revoked (as required under the POI Act). Depending on the circumstances of the case, the ETV may or may not be stood down at that time.
- 8.9 The Contractor must ensure that the ETV remains under Activation until it has been stood down from On Task Services by an AMSA Authorised Officer and placed back at the disposal of the Contractor at the port or place where the Vessel was originally placed at the service of AMSA or as otherwise mutually agreed.



- 8.10 The ETV Master and regional contract manager will be advised via telephone and followed up by written communications when the ETV has been stood down from On Task services.

Master's responsibility

- 8.11 The Master of an ETV may refuse an On Task Direction only if, following consultation with AMSA, the Master considers that the First Strike Tasking must be refused in order for the Master to discharge his or her responsibilities at Law, including his or her responsibilities for the safety of the Crew and ETV and for rendering assistance to persons in distress. The Master must, as soon as reasonably practicable, having regard to the means of communication available to him or her, report the refusal and circumstances of the refusal to AMSA via the ARC.

Contractor's responsibility

- 8.12 For clarity, the Master is not a party to the Contract. The obligations to be performed by the Master in accordance with these SOPs form part of the obligations of the Contractor under the Contract. The Contractor must ensure that the Master complies with the obligations of the Master as set out in these SOPs.

9. Communications during Taskings

General

- 9.1 The Contractor must ensure that the ETV maintains communications with AMSA (MERCOT/ARC) and the contracted ETV by the most appropriate means. Primarily this will be via satellite telephone, email, however there may be times when MF/HF and VHF (relayed by Coast Radio or aviation asset) communications are used, but it is envisaged that these occasions will be rare.
- 9.2 The Contractor must ensure that voice communications are maintained between AMSA and the ETV using satellite or mobile telephone (when the ETV is within coverage).
- 9.3 VHF communications between MERCOT/ARC and an ETV will be via a local VHF user, such as a port authority, harbour control or the Contractor's own systems.
- 9.4 Written communications will be via INMARSAT fax, email or telex, and where appropriate, mobile fax.
- 9.5 In the event of emergencies, voice communication is the preferred method for both parties. Any decision made by the Contractor or Master during these conversations should be followed by written correspondence to AMSA to confirm these decisions.
- 9.6 AMSA's preferred method for written communication in emergencies is email. Communications may also be provided by the Contractor to AMSA via INMARSAT C.
- 9.7 AMSA's contact details are provided at Annex B.
- 9.8 The Contractor's contact details are provided at Annex C.
- 9.9 In the event The Contractor receives any media enquiries about a specific Incident or general query about the ETC, all such requests for information are to be directed to AMSA's media team and the AMSA Contract Manager.

Communications with aircraft (AMSA, Maritime Border Command and other aircraft)

- 9.10 The Contractor must ensure that voice communications between the ETV and AMSA or Maritime Border Command aircraft are in accordance with the applicable protocol and utilise the frequencies that are dedicated for communications between aircraft and vessels.



- 9.11 If the ETV is having difficulty establishing radio communications with another station or aircraft, the Master must contact the ARC and request assistance in this matter.
- 9.12 The majority of aircraft do not carry appropriate means of communicating with vessels at sea. Should an ETV need to communicate with aircraft other than those operated for AMSA or Maritime Border Command, the ARC should be advised.

Communications with ABFC, RAN, Police and other vessels

- 9.13 Initial communications with these vessels will be on VHF Marine Channel 16. A working channel can then be agreed between the parties.

Requests for medical advice

- 9.14 The Master should use the procedure outlined in the GMDSS protocol when requesting medical advice. The Master should use the Special Access Code facility to facilitate a prompt response.

10. ETV Reporting

Tasking

- 10.1 Following receipt of a Tasking, the Contractor must ensure that once the ETV is underway, the Master provides an initial estimated time of arrival at the Incident as soon as possible to AMSA through the ARC.

Reporting when underway

- 10.2 The Contractor must ensure that the Master of the ETV tasked to respond to a Maritime Casualty reports the ETV's position, course, speed, on scene weather and latest estimated time of arrival (ETA) at the casualty at hourly intervals or as agreed to between the Master and MERCOM/ARC.

Reporting while On Task

- 10.3 The Contractor must ensure that the Master of an ETV provides MERCOM/ARC with regular Situation Reports (SITREPS) while the Vessel is attending the Maritime Casualty at intervals agreed between the Master and MERCOM/ARC.
- 10.4 The Contractor must keep accurate records when performing On Task Services, including but not limited to the following:
- a) time of receipt of a Tasking,
 - b) time of receipt of a Tasking cancellation,
 - c) hours worked by crew,
 - d) resources consumed e.g. equipment, consumables, fuel, water etc,
 - e) name of casualty vessel, and
 - f) details of any reports received from casualty vessel regarding its condition and status.
- 10.5 The Contractor must report the following to AMSA, by 2300 local time each day while On Task:
- a) serviceability of the ETV for the past and ensuing 24 hours, including, details of any failures experienced, or likely inability in the ensuing 24 hours, to comply with the Contract, and
 - b) availability of the Contractor Personnel for the past and ensuing 24 hours, including details of any crewing limitations in the ensuing 24 hours, to comply with the Contract.



- 10.6 Upon request by AMSA, the Contractor must make records related to the performance of On Task Services to AMSA within 24 hours of a request.

End of On Task Services reporting

- 10.7 The Contractor must provide a summary report within 24 hours of return to port following any On Task Services, that includes but is not limited to the following:
- Incident details including Tasking number, date and time of Activation, date and time of stand down,
 - Name of casualty vessel,
 - Chronological summary of events,
 - Details of any reports received from casualty vessel regarding its condition and status,
 - Details of towing equipment used,
 - Details of any safety or environmental incidents experienced during the tasking, and
 - Details of any equipment failures experienced during the tasking.
- 10.8 The Contractor must provide a detailed report within 12 days of return to home port following a Tasking that includes but not limited to the following:
- All items listed in the summary report at clause 10.7 above, and
 - Any lessons learnt following a crew debrief of the On Task Services provided and any recommendations for responding to future Taskings.

General Incident Reporting for Commercial Vessels

- 10.9 The Contractor, where required under the General Incident Reporting for Commercial Vessels must lodge Incident Alert forms (AMSA Form 18) and Incident Report forms (AMSA Form 19) within the required timeframes. The Contractor must also provide a copy of the AMSA Form 18/19 submissions to the AMSA Contract Manager.

Workplace Health and Safety & Environmental Reporting

- 10.10 The Contractor must provide AMSA with immediate notice (within 4hrs) via email of a workplace health and safety notifiable incident or dangerous incident as defined in the Work Health and Safety Act (Cth) 2011.
- 10.11 The Contractor must provide AMSA with immediate notice (within 4hrs) via email of an environmental incident or a near miss which could have led to an actual environment incident.
- 10.12 The Contractor must ensure that each work health and safety or environmental incident is followed up with a report and closed out within 30 days of the incident.

11. Onboard Procedures

General

- 11.1 These SOPs form part of the on-board operational procedures for the ETV. They are not to be taken as a replacement for any other procedure and are to be used in conjunction with on-board procedures, instructions and safety management system.

Emergency towing operations

- 11.2 The Contractor must ensure that appropriate policies, procedures and instructions (including a copy of these SOPs) are on board each ETV and that the crew follow these SOPs during normal and emergency towing operations.



Bunkers

- 11.3 To ensure the ETV is always operationally ready, the Contractor must ensure the ETV bunkers are at all times maintained to the minimum levels as specified in Annex D.

12. Facilities for AMSA STAFF

- 12.1 The Contractor must provide facilities on board the ETV as required for the embarkation of AMSA personnel in operational circumstances in accordance with the Contract.
- 12.2 In the event that AMSA personnel board the ETV, they must be inducted to the vessel and should follow the Masters' instructions at all times.



Annex A – ETC2 AREA of operation (Region)

[Name of Region to be inserted]

[A description of the Region to be inserted e.g. The Indicative Area of Operation is described as the sea area within the Australian EEZ south of a line between XX°XX.X'S XXX°XX.X'E and XX°XX.X'S XX°XX.X'E and west of a line between X°X.X'S XXX°X.X'E and XX°XX.X'S XX°XX.X'E. These two lines, as described by these coordinates, start approximately on the coast and end approximately at the EEZ.]

[Chart depicting Region to be inserted]



Annex B - AMSA CONTACT DETAILS

ARC (JRCC Australia)

Telephone: 1800 641 792 (24 Hours)

Facsimile: +61 2 6230 6868

Email: rccaus@amsa.gov.au

MERCOM

Name: [to be inserted]

Mobile: [to be inserted]

Email: [to be inserted]

AMSA Contract Manager

Name: [to be inserted]

Mobile: [to be inserted]

Email: etc-cm@amsa.gov.au

AMSA Authorised Officers

Should any of these persons contact you, they are all doing so under the authority of the AMSA Contract Manager and are able to give Taskings on AMSA's behalf. Any verbal direction they give you should be followed by a written direction via email:

- Maritime Emergency Response Commander (MERCOM)
- AMSA Response Centre Duty Manager
- AMSA Response Search Mission Coordinator (Maritime)



Annex C – Contractors Contact Details

Nominated Vessel Contact Details – Refer to Annex D

Contractors Point of Contact ashore

Name: *[to be inserted]*

Mobile: *[to be inserted]*

Email: *[to be inserted]*

Contractor's Contract Manager

Name: *[to be inserted]*

Mobile: *[to be inserted]*

Email: *[to be inserted]*



Annex D – Contractors Vessel Details

Vessel Name:			
Bollard Pull:			
Minimum Fuel Level:			
Aft Tow Winch Wire Dia.:			
Aft Tow Wire Length:			
Aft Tow winch specification			
Laden max speed			
Economical speed			
Home Port			
Mobile Phone:			
FBB (Satellite):			
Email:			
VSAT phone (Satellite):			
406 EPIRB Hex ID:			
MMSI:			
IMO No:			
Call Sign:			



Annex E – Vessel Towing Equipment Arrangement

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