



Australian Government
Australian Maritime Safety Authority

DEED OF STANDING OFFER

between

**AUSTRALIAN MARITIME SAFETY AUTHORITY
(ABN 65 377 938 320)**

and

**(Insert COMPANY NAME)
(ABN XXXXXXX)**

in relation to the provision of

**Aid to Navigation Structure Painting and Refurbishment
Contractor Panel Arrangement**

DEED OF STANDING OFFER NO. 22AMSA263

TABLE OF CLAUSES

1.	INTERPRETATION.....	3
2.	TERM AND CONTRACT FORMATION	6
3.	PROVISION OF SERVICES.....	6
4.	FEEES, ALLOWANCES AND ASSISTANCE	7
5.	TAXES, DUTIES AND GOVERNMENT CHARGES	7
6.	REFERENCES TO AMSA IN PROMOTIONAL MATERIAL	8
7.	SUBCONTRACTORS	8
8.	ENTIRE AGREEMENT AND UNDERSTANDING	8
9.	SPECIFIED PERSONNEL.....	8
10.	RESPONSIBILITY OF SERVICE PROVIDER.....	8
11.	AMSA MATERIAL	9
12.	INTELLECTUAL PROPERTY IN CONTRACT MATERIAL.....	9
13.	DEALING WITH COPIES.....	10
14.	DISCLOSURE OF INFORMATION	10
15.	PROTECTION OF PERSONAL INFORMATION.....	11
16.	CONFLICT OF INTEREST	12
17.	CONDUCT AT AMSA PREMISES	12
18.	ACCESS TO SERVICE PROVIDER’S PREMISES	12
19.	WARRANTIES.....	13
20.	INDEMNITY	14
21.	INSURANCE	14
22.	DISPUTE RESOLUTION	15
23.	COMPLIANCE WITH TIME FRAMES	15
24.	TERMINATION AND REDUCTION.....	16
25.	NEGATION OF EMPLOYMENT, PARTNERSHIP AND AGENCY	16
26.	ASSIGNMENT AND NOVATION.....	16
27.	APPLICABLE LAW	16
28.	COMPLIANCE WITH LAWS	17
29.	WORK HEALTH AND SAFETY.....	17
30.	AFFIRMATIVE ACTION.....	18
31.	COMPLIANCE WITH LAW AND GOVERNMENT POLICIES.....	18
32.	ACCESS - AUSTRALIAN NATIONAL AUDIT OFFICE	18
33.	NOTICES	19
34.	SECURITY.....	19

PARTIES

The **AUSTRALIAN MARITIME SAFETY AUTHORITY**, a statutory authority established by the *Australian Maritime Safety Authority Act 1990*, ABN: 65 377 938 320; 82 Northbourne Ave, Canberra, ACT, 2601 ('**AMSA**')

AND

[**CONTRACTOR'S NAME**], [**ABN, ACN**] whose registered office is at [**CONTRACTOR'S ADDRESS**], ('**the Service Provider**')

PURPOSE

- A. AMSA may require the provision of the Services for the benefit of the Australian Maritime Safety Authority as identified in this Deed.
- B. The Service Provider has fully informed itself on all aspects of the Services required to be performed and has submitted an offer to AMSA.
- C. This Deed does not guarantee that AMSA will place any order for the provision of the Services by the Service Provider.
- D. However, where an order for Services is placed, the Service Provider agrees to provide the Services upon the terms and conditions contained in this Deed.
- E. The Service Provider acknowledges that AMSA, at its sole discretion, may seek the Services for the benefit of AMSA from other organisations and individuals.

OPERATIVE PART

1. INTERPRETATION

1.1 In this Deed, unless the contrary intention appears:

- | | |
|-----------------------------------|---|
| 'AMSA' | means the Australian Maritime Safety Authority established by the <i>Australian Maritime Safety Authority Act 1990</i> ; |
| 'AMSA Material' | means any Material: <ul style="list-style-type: none">(a) provided by AMSA to the Service Provider for the purposes of providing the Services; or(b) derived at any time from the Material referred to in paragraph (a); |
| 'AtoN' | means a marine aid to navigation; |
| 'AtoN Site' | means a site at which an AtoN or Asset is located, inclusive of any land area, building or location that is leased or owned by AMSA; |
| 'Business Day' | means in relation to the doing of any action in a place, any day other than a Saturday, Sunday, or public holiday in that place; |
| 'Commencement Date' | means the date on which this Deed is executed by a delegate of AMSA; |
| 'Confidential Information' | means: <ul style="list-style-type: none">(a) information in a Tender that is by its nature confidential under the Conditions of Tender forming part of the Request for Tender;(b) information in a Work Order Quotation that is by its nature confidential;(c) information in a Quotation that is by its nature confidential;(d) information that is by its nature confidential and is designated by a party as confidential and described in Item |

	C of Part D of the Work Order Quotation [<i>Confidential Information</i>];
	(e) hourly rates for Specified Personnel of the Service Provider, whether included in the Tender or in a Quotation; or
	(f) information in AMSA Material or Contract Material that the Service Provider knows or ought to know is confidential information;
	but does not include information which is, or becomes, public knowledge other than by breach of this Deed or any other confidentiality obligation;
‘Contract Manager’	means the person responsible for management of this Deed as specified in subparagraph 33.1(a)(i);
‘Contract Material’	means all Material:
	(a) created pursuant to the Work Order Quotation or Purchase Order;
	(b) provided or required to be provided to AMSA pursuant to the Work Order Quotation or Purchase Order; or
	(c) derived at any time from the Material referred to in paragraph (a) or (b);
‘Deed’	means this Deed of Standing Offer and includes the Schedules and Attachments;
‘Instructing Officer’	means the person specified in Item D of Part D of the Work Order Quotation [<i>Instructing Officer</i>] or any substitute notified in writing to the Service Provider;
‘Intellectual Property’	includes all copyright (including rights in relation to phonograms and broadcasts), all rights in relation to inventions (including patent rights), plant varieties, registered and unregistered trade marks (including service marks), registered designs and unregistered designs, and circuit layouts, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields;
‘Latent Condition’	means a site condition that differs materially from those the Service Provider (as an experienced and competent person) is aware of or should reasonably have anticipated at the date of issue of a Purchase Order if it had investigated —
	(a) the Deed and all other information relevant to the Works;
	(b) all information relevant to the Work that the Contractor knew or could have obtained by making reasonable enquiries; and
	(c) the AtoN Site and its surroundings.
‘Material’	includes information and the subject matter of any category of Intellectual Property rights;
‘Personal Information’	means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion;
‘Price’	means the rates of payment, fees, charges and disbursements specified in Part B of the Work Order Quotation;
‘Purchase Order’	means the agreement reached between the Service Provider and AMSA in the form specified in Schedule 2, and includes the Work Order Quotation;

'Quotation'	means Part B of the Work Order Quotation provided to AMSA in accordance with subclause 2.7;
'Request for Quotation'	means Part A of the Work Order Quotation issued by AMSA in accordance with subclause 2.7;
'Request for Tender'	means the Request for Tender 22AMSA263;
'Service Provider'	includes the employees (including the Specified Personnel) and any subcontractor (approved in accordance with subclause 7.1) of the Service Provider;
'Services'	means the services described in Schedule 3 and offered under this Deed and in accordance with the Tender, Purchase Order and Work Order Quotation, and includes the provision to AMSA of the Contract Material resulting from any Purchase Order under this Deed;
'Site Works'	means the physical undertaking of the Services at the AtoN Site excluding any site inspections, investigations or similar for planning purposes;
'Specified Personnel'	means the person or persons named in the Work Order Quotation and provided by the Service Provider to perform the Work;
'Tender'	means the Service Provider's tender in response to the Request for Tender 22AMSA263;
'Work'	means work performed for AMSA in accordance with a Work Order Quotation;
'Work Order Quotation'	means the document set out in Schedule 1 as amended or replaced from time to time by AMSA on behalf of AMSA; and
'writing'	means any representation of words, figures or symbols capable of being rendered in a visible form.

1.2 In this Deed, unless the contrary intention appears:

- (a) words importing a gender include any other gender;
- (b) words in the singular number include the plural and words in the plural number include the singular;
- (c) clause headings are inserted for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer;
- (d) words importing persons include a partnership and a body whether corporate or otherwise;
- (e) all references to dollars are to Australian dollars;
- (f) reference to any statute or other legislation (whether primary or subordinate) is to a statute or other legislation of AMSA as amended or replaced from time to time;
- (g) where any word or phrase is given a defined meaning, any other part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;
- (h) reference to an Item is to an Item in the Schedule;
- (i) the Purchase Order and any Attachments form part of this Deed;
- (j) where any conflict arises between the terms and conditions contained in the clauses of this Deed and any part of the Schedule (and Attachments if any), the terms and conditions of the clauses prevail; and
- (k) where any conflict arises between any part of the Schedule and any part of an Attachment, the Schedule prevails.

1.3 Any reading down or severance of a particular provision does not affect the other provisions of this Deed.

2. TERM AND CONTRACT FORMATION

Term of Deed

- 2.1 The term of this Deed is from execution to 30 June 2026, with three options solely exercisable by AMSA to extend this Deed, each for a period of up to 1 year.

Contracts for Services

- 2.2 The Service Provider agrees that if AMSA issues a Purchase Order, a contract for services between the parties will be formed in accordance with the following:
- (a) the terms and conditions of this Deed; and
 - (b) the Work Order Quotation, which will form Attachment A to the Purchase Order.
- 2.3 The Service Provider acknowledges that there is no guarantee that AMSA will issue any Purchase Order and that unless and until a Purchase Order is issued in favour of the Service Provider, no contractual relationship exists between AMSA and the Service Provider for the supply of any Services.
- 2.4 Unless otherwise notified by the Contract Manager in writing, a Purchase Order must be in the form specified in Schedule 2 to this Deed and must contain the information specified in Schedule 2. AMSA may send a Purchase Order by hand delivery, mail, or by Electronic Communication in accordance with clause 33.
- 2.5 The Service Provider is not to commence any work unless a Purchase Order with an authorisation number is issued by AMSA. AMSA will not be liable to pay for any work carried out by the Service Provider in reliance of a purported order without such an authorisation number.
- 2.6 AMSA may issue a Work Order Quotation to the Service Provider, prior to determining whether to issue a Purchase Order.
- 2.7 If AMSA issues a Work Order Quotation to the Service Provider, the Service Provider must provide a Quotation to AMSA within the time specified in the Work Order Quotation if that is a different period of time, free of charge or advise AMSA within 24 hours if the Service Provider does not intend providing a Quotation.
- 2.8 AMSA, may, at its absolute discretion, issue a Purchase Order for the Services accepting a Quotation, in which case the Price payable for the Services will be that specified in the Purchase Order or as otherwise provided by this Deed.
- 2.9 Ongoing instructions in relation to a Purchase Order may be given by the Instructing Officer.

3. PROVISION OF SERVICES

- 3.1 The Service Provider agrees to supply the Services:
- (a) with due skill and care and to the best of the Service Provider's knowledge and expertise;
 - (b) to a high standard and in accordance with the professional standards of conduct applying to the relevant industry;
 - (c) in accordance with relevant Australian industry standards, best practice and guidelines or where none apply, relevant international industry standards, best practice and guidelines; and
 - (d) subject to clause 23, in strict compliance with the time frame for the performance of the Services specified in Part A of the Work Order Quotation.
- 3.2 The Service Provider agrees that where the Services are comprised of coatings and coating systems:
- (a) each will be applied to surfaces prepared and cleaned in accordance with the Project Coating Specification;
 - (b) each will be applied when climatic and substrate conditions are within the limits nominated in the Project Coating Specification and the coating manufacturer guidelines/recommendations;

(c) each will be mixed and applied in accordance with the Project Coating Specification and any practices recommended by the coating manufacturer.

3.3 For the purposes of this clause 3.2, '**Project Coating Specification**' means the Coating Specification issued by AMSA that outlines the specific requirements for the preparation and application of coatings to a particular structure.

3.4 The Service Provider acknowledges that AMSA is subject to a number of specific requirements, which support internal and external scrutiny of their tendering and contracting processes. These include:

- (a) the requirement to publish details of agency agreements, AMSA contracts and standing offers with an estimated liability of \$400,000 or more on the AusTender 'Contracts Reported' Internet website;
- (b) the requirement to publish either in AMSA's Annual Report or on the Internet details of all consultancy contracts for the benefit of AMSA (which may include the provision of the Services).

3.5 Power of rejection:

- (a) AMSA reserves the right to reject any deliverables which arise from performance of the Services found to be not compliant with relevant specifications and standards (including, without limitation, because they do not comply with a warranty in clause 19) either in whole or in part, before or after delivery is effected. Any deliverables rejected by AMSA must be replaced by the Service Provider at its own expense in such time as is agreed between the Parties.
- (b) In the event of the Service Provider:
 - i. failing to replace any rejected deliverables in the agreed timeframe; or
 - ii. delays being occasioned due to the non-availability of the deliverablesAMSA reserves the right to obtain replacements elsewhere at the Service Provider's expense.
- (c) Where the deliverables which arise from performance of the Services are to be manufactured, the Service Provider must afford all facilities necessary for AMSA to carry out tests/inspections at the Service Provider's works or premises during the progress of manufacture in order to ascertain whether the deliverables will be able to be accepted.

3.6 Title and risk

- (a) Title to the deliverables which arise from performance of the Services will pass to AMSA upon acceptance.
- (b) The risk of loss or damage to deliverables which arise from performance of the Services will pass from the Service Provider to AMSA upon actual delivery of the deliverables to AMSA.

4. FEES, ALLOWANCES AND ASSISTANCE

4.1 The Service Provider agrees to submit invoices for payment in the manner specified in Item H of Part D of the Work Order Quotation [*Invoice Procedures*].

4.2 AMSA agrees to pay within 30 days an invoice rendered in accordance with subclause 4.1 upon satisfactory delivery of the Services referred to in the invoice.

5. TAXES, DUTIES AND GOVERNMENT CHARGES

5.1 All taxes, duties and government charges imposed or levied in Australia or overseas in connection with the Services will be borne by the Service Provider.

5.2 The amounts paid by AMSA under this Deed include Goods and Services Tax (GST) for supplies which are taxable supplies within the meaning of the *A New Tax System (Goods and Services Tax) Act 1999* ('**the GST Act**').

5.3 In relation to taxable supplies made under this Deed, the Service Provider agrees to issue to AMSA (on behalf of AMSA) a tax invoice in accordance with the GST Act.

6. REFERENCES TO AMSA IN PROMOTIONAL MATERIAL

6.1 Except in accordance with any written approval of AMSA, the Service Provider must not refer in any of its Promotional Material to:

- (a) AMSA's acceptance of the Tender for the benefit of AMSA;
- (b) AMSA entering into this Deed for the benefit of AMSA; or
- (c) the nature of any Services that may be or have been performed by the Service Provider under this Deed;

in a manner capable of identifying AMSA or the Services provided.

6.2 For the purposes of this clause 6, '**Promotional Material**' includes any advertisement or other Material used or intended for use in promoting the use of the services of the Service Provider or any of the Specified Personnel.

7. SUBCONTRACTORS

7.1 The Service Provider agrees not to subcontract the performance of any part of the Services without prior written approval from AMSA.

8. ENTIRE AGREEMENT AND UNDERSTANDING

8.1 This Deed constitutes the entire agreement between the parties and supersedes all communications, negotiations, arrangements and agreements, either oral or written, between the parties with respect to the subject matter of this Deed.

8.2 No agreement or understanding varying or extending this Deed, including in particular the scope of the Services, will be legally binding unless in writing and signed by both parties.

9. SPECIFIED PERSONNEL

9.1 The Service Provider agrees that the Specified Personnel will perform the Work in relation to the Services in accordance with this Deed.

9.2 Where Specified Personnel are unable to perform the Work, the Service Provider agrees to notify AMSA immediately.

9.3 AMSA may, at its absolute discretion, request the Service Provider to remove personnel (including Specified Personnel) from the Work in relation to the Services.

9.4 Where subclause 9.2 or 9.3 apply, AMSA may request the Service Provider to provide replacement personnel acceptable to AMSA at no additional cost and at the earliest opportunity.

9.5 AMSA may, in its absolute discretion, agree to such replacement personnel notified by the Service Provider providing the Services, in addition to those personnel notified as Specified Personnel.

10. RESPONSIBILITY OF SERVICE PROVIDER

10.1 The Service Provider agrees to be fully responsible for the performance of the Services and for ensuring compliance with the requirements of this Deed, and will not be relieved of that responsibility because of any:

- (a) involvement by AMSA in the performance of the Services;
- (b) payment made to the Service Provider on account of the Services;
- (c) subcontracting of any part of the Services by the Service Provider; or
- (d) acceptance by AMSA of suitable replacement personnel.

10.2 The Service Provider will be responsible for:

- (a) responding in a proactive manner, and particularly within the time frame specified, to a written request for a quotation for a Service; and
 - (b) sourcing suitable personnel who have qualifications, skills and experience that match the Work requirements.
- 10.3 The Service Provider must manage the relationship pro-actively and must provide a Client Manager at a senior level in addition to the specified personnel or subcontractors delivering the requirements. AMSA may require regular meetings with the Client Manager as part of the performance assessment cycle.

11. AMSA MATERIAL

- 11.1 AMSA will ensure that AMSA provides to the Service Provider any AMSA Material specified in Item I of Part D of the Work Order Quotation [*Materials to be Provided by AMSA*].
- 11.2 All AMSA Material provided to the Service Provider and stored at the Service Provider's premises or facilities is deemed to be in the possession of the Service Provider for insurance purposes.
- 11.3 AMSA grants to the Service Provider a royalty-free, non-exclusive licence to use, reproduce and adapt AMSA Material for the sole purpose of providing the Services.
- 11.4 The Service Provider agrees to ensure that all AMSA Material is used exclusively for the purpose of carrying out the Services and strictly in accordance with any conditions or restrictions notified by AMSA.

12. INTELLECTUAL PROPERTY IN CONTRACT MATERIAL

- 12.1 Intellectual Property in all Contract Material vests or will vest in AMSA.
- 12.2 Subclause 12.1 does not affect the ownership of Intellectual Property in any Existing Material or Precedent Material, but the Service Provider grants to AMSA a permanent, irrevocable, royalty-free, world-wide, non-exclusive licence (including a right of sub-licence) to use, reproduce, adapt and exploit any such Existing Material or Precedent Material in conjunction with the other Contract Material for any AMSA purpose.
- 12.3 If requested by AMSA, the Service Provider agrees to bring into existence, sign, execute or otherwise deal with any document which may be necessary or desirable to give effect to this clause 12.
- 12.4 The Service Provider warrants that it is entitled, or will be entitled at the relevant time, to deal with the Intellectual Property in the Contract Material in the manner provided for in this clause 12.
- 12.5 The Service Provider:
- (a) where a natural person who is the author of the Contract Material - consents to the Specified Acts; and
 - (b) in any other case - warrants that it has obtained, or will use its best endeavours to obtain, from the author of the Contract Material, or any Material that forms part of the Contract Material, a written consent to the Specified Acts.
- 12.6 For the purposes of this clause 12:
- 'Existing Material'** is any Material, other than Precedent Material, specified in Item J of Part D of the Work Order Quotation [*Existing Material*] which is already in existence and in which the Service Provider holds the Intellectual Property at the date on which a relevant Purchase Order is made and which was not developed for the purposes of this Deed;
- 'Precedent Material'** means any form or precedent already in existence and in which the Service Provider holds the Intellectual Property at the date on which a relevant Purchase Order is made and which was not developed for the purposes of this Deed;
- 'Specified Acts'** means the following types or classes of acts or omissions done by or on behalf of AMSA in relation to the Contract Material:
- (a) those which would, but for subclause 12.5, infringe the author's right of attribution of authorship;

(b) those which would, but for subclause 12.5, infringe the author's right of integrity of authorship;

but does not include:

(c) those which would infringe the author's right not to have authorship falsely attributed.

12.7 The provisions of this clause 12 survive the expiration or termination of this Deed.

13. DEALING WITH COPIES

13.1 This clause 13 applies to any document, device, article or medium ('copies') in which AMSA Material, Contract Material or AMSA's Confidential Information is embodied.

13.2 Property in all copies vests or will vest in AMSA.

13.3 The Service Provider must establish and maintain procedures to secure the copies against loss and unauthorised access, use, modification or disclosure.

13.4 Following completion of each Purchase Order or upon the expiration or termination of this Deed the Service Provider agrees to deliver to AMSA or otherwise deal with all copies as directed by AMSA.

13.5 For the avoidance of doubt, the Service Provider may retain a copy of all instructions, supporting AMSA Material and Contract Material solely for the purpose of complying with its professional requirements regarding reporting and not for any commercial gain or interest.

14. DISCLOSURE OF INFORMATION

14.1 Subject to subclause 14.5, a party to this Deed must not, without the prior written consent of the other party, use or disclose any Confidential Information of the other party to a third party.

14.2 In giving written consent to the use or disclosure of the Confidential Information, a party may impose such conditions as it thinks fit and the other party agrees to comply with these conditions.

14.3 A party may at any time require the other party to arrange for:

(a) its advisers; or

(b) any other third party, other than a AMSA employee, to whom information may be disclosed pursuant to paragraph 14.5 (a) or (e);

to give a written undertaking in the form of a deed relating to the use and non-disclosure of the first party's Confidential Information.

14.4 If the other party receives a request under subclause 14.3 it agrees to arrange promptly for all such undertakings to be given.

14.5 The obligations of the parties under this clause 14 will not be taken to have been breached to the extent that Confidential Information:

(a) is disclosed by a party to its advisers or employees solely in order to comply with obligations, or to exercise rights, under this Deed;

(b) is disclosed to a party's internal management personnel, solely to enable effective management or auditing of contract-related activities;

(c) is disclosed by AMSA to the responsible Minister;

(d) is disclosed by AMSA in response to a request by a House or a Committee of the Parliament of AMSA of Australia;

(e) is shared by AMSA within AMSA's organisations, or with another agency, where this serves AMSA's legitimate interests;

(f) is authorised or required by law, including under this Deed, under a licence or otherwise, to be disclosed; or

(g) is in the public domain otherwise than due to a breach of this clause 14.

14.6 Where a party discloses Confidential Information to another person:

(a) pursuant to paragraph 14.5 (a), (b) or (e), the disclosing party must:

- (i) notify the receiving person that the information is Confidential Information; and
 - (ii) not provide the information unless the receiving person agrees to keep the information confidential; or
 - (b) pursuant to paragraph 14.5 (c) or (d), the disclosing party must notify the receiving party that the information is Confidential Information.
- 14.7 The parties may agree in writing after the date of the Purchase Order that certain additional information is to constitute Confidential Information for the purposes of this Deed.
- 14.8 Where the parties agree in writing after the date of this Deed that certain additional information is to constitute Confidential Information for the purposes of this Deed, the additional information is governed by, and becomes subject to, this Deed on the date by which both parties have so agreed in writing.
- 14.9 The obligations under this clause 14 continue, notwithstanding the expiration or termination of this Deed:
- (a) in relation to an item of information described in Item C of Part D of the Work Order Quotation [*Confidential Information*], for the period set out in respect of that item; and
 - (b) in relation to any information which the parties agree in writing after the date of this Deed is to constitute Confidential Information for the purposes of this Deed, for the period agreed by the parties in writing in respect of that information.
- 14.10 Nothing in this clause 14 derogates from any obligation which either party may have either under the *Privacy Act 1988* as amended from time to time, or under this Deed, in relation to the protection of Personal Information or any obligation which the Service Provider or any of its personnel may have in relation to confidentiality of information relating to the Services otherwise arising by law.

15. PROTECTION OF PERSONAL INFORMATION

- 15.1 This clause 15 applies only where the Service Provider deals with Personal Information when, and for the purpose of, providing Services under this Deed.
- 15.2 The Service Provider acknowledges that it is a **'contracted service provider'** within the meaning of section 6 of the *Privacy Act 1988* (**'the Privacy Act'**), and agrees in respect of the provision of Services under this Deed:
- (a) to use Personal Information obtained during the course of providing the Services only for the purposes for which it is collected and for fulfilling its obligations under this Deed;
 - (b) not to do any act or engage in any practice that would breach an Information Privacy Principle (IPP) contained in section 14 of the Privacy Act, which if done or engaged in by an agency, would be a breach of that IPP;
 - (c) to carry out and discharge the obligations contained in the IPPs as if it were an agency under the Privacy Act;
 - (d) to notify individuals whose Personal Information the Service Provider holds, that complaints about acts or practices of the Service Provider may be investigated by the Privacy Commissioner who has power to award compensation against the Service Provider in appropriate circumstances;
 - (e) not to use or disclose Personal Information or engage in an act or practice that would breach section 16F (direct marketing) or a National Privacy Principle (NPP) (particularly NPPs 7 to 10) of the Privacy Act or an Approved Privacy Code (APC) under the Privacy Act, where that section, NPP or APC is applicable to the Service Provider, unless:
 - (i) in the case of section 16F - the use or disclosure is necessary, directly or indirectly, to discharge an obligation under this Deed; or
 - (ii) in the case of an NPP or an APC - where the activity or practice is engaged in for the purpose of discharging, directly or indirectly, an obligation under this Deed, and the activity or practice which is authorised by this Deed is inconsistent with the NPP or APC;
 - (f) to disclose in writing to any person who asks, the content of the provisions of this Deed (if any) that are inconsistent with an NPP or an APC binding a party to this Deed;

- (g) to immediately notify the agency if the Service Provider becomes aware of a breach or possible breach of any of the obligations contained in, or referred to in, this clause 15;
 - (h) to comply with any directions, guidelines, determinations or recommendations of the Privacy Commissioner to the extent that they are not inconsistent with the requirements of this clause 15; and
 - (i) to ensure that any employee of the Service Provider who is required to deal with Personal Information for the purposes of this Deed is made aware of the obligations of the Service Provider set out in this clause 15.
- 15.3 The Service Provider agrees to indemnify AMSA in respect of any loss, liability or expense suffered or incurred by AMSA which arises directly or indirectly from a breach of any of the obligations of the Service Provider under this clause 15.
- 15.4 In this clause 15, the terms **'agency'**, **'approved privacy code'** (APC), **'Information Privacy Principle'** (IPP), and **'National Privacy Principle'** (NPP) have the same meaning as they have in section 6 of the Privacy Act.
- 15.5 The provisions of this clause 15 survive the expiration or termination of this Deed

16. CONFLICT OF INTEREST

- 16.1 The Service Provider warrants that, to the best of its knowledge after making diligent inquiries, except as disclosed in writing to AMSA before the date of signing, that at the date of signing this Deed no conflict with the interests of AMSA exists in relation to the performance of the Services.
- 16.2 If, on receipt of a Purchase Order, or at any time during the performance of the Services, a conflict of interest arises, or appears to have arisen, the Service Provider must :
- (a) notify AMSA immediately in writing;
 - (b) make full disclosure of all relevant information relating to the conflict; and
 - (c) take such steps as AMSA may reasonably require to resolve or otherwise deal with the conflict.
- 16.3 If, whether notified by the Service Provider under subclause 16.2 or otherwise, it appears to AMSA that a conflict of interest may have arisen and the Service Provider is unable or unwilling to resolve or deal with the conflict or apparent conflict to the satisfaction of AMSA, AMSA may withdraw any Work that the Service Provider is currently undertaking under a Purchase Order.

17. CONDUCT AT AMSA PREMISES

- 17.1 The Service Provider agrees that when Specified Personnel use AMSA premises or facilities (including AMSA premises or facilities) for the purposes of the Services, it will comply with all reasonable directions and procedures relating to work health, safety and security in operation at those premises or in regard to those facilities (including AMSA's smoke free work place policy) whether specifically drawn to the attention of the Service Provider or as might reasonably be inferred from the circumstances.

18. ACCESS TO SERVICE PROVIDER'S PREMISES

- 18.1 The Service Provider agrees to give to the Contract Manager, or to any persons authorised in writing by the Contract Manager, access, at all reasonable times, to premises occupied by the Service Provider where the Services are being performed and to permit those persons:
- (a) to inspect and copy Material, however stored, in the Service Provider's possession or control for purposes associated with the provision of the Services or any review of performance of the Service Provider's obligations under this Deed; and
 - (b) to access Contract Material and AMSA assets which have come into existence as a result of this Deed.
- 18.2 The rights referred to in subclause 18.1 are subject to:
- (a) the provision of reasonable prior notice by AMSA;

- (b) the Service Provider's reasonable security procedures; and
 - (c) any obligations of confidentiality owed by the Service Provider to third parties.
- 18.3 This clause 18 applies for the term of this Deed and for a period of five years from the date of expiration or termination of this Deed.

19. WARRANTIES

- 19.1 The Service Provider warrants that all Services will:
- (a) be fit for any intended purpose reasonably known to the Service Provider;
 - (b) conform to any relevant Work Order Quotation or Purchase Order;
 - (c) not infringe any other party's Intellectual Property Rights;
 - (d) be free from deficiencies in design, performance, materials and workmanship;
 - (e) be able to be installed in the agreed manner with a minimum of disruption to AMSA's activities or modifications to AMSA's premises or other equipment; and
 - (f) where the subject of another party's intellectual property rights, be supplied pursuant to an appropriate license, the total cost of which is included in the Quotation unless expressly stated otherwise in this Deed.
- 19.2 The Warranty Period for the purpose of clause 19.1 for all Services is 2 years from the date Services are delivered and survives the expiry or termination of this Deed, as the case may be.
- 19.3 The Service Provider warrants that the Services, to the extent they are comprised of the supply of coatings and coating systems:
- (a) are fit for any intended purpose known to the Service Provider;
 - (b) will protect the surfaces to which they have been applied against corrosion and premature breakdown; and
 - (c) will remain free from defects.
- 19.4 The Warranty Period for the purpose of clause 19.3 is 5 years from the date Services are delivered and survives the expiry or termination of this Deed, as the case may be. For the purpose of clause 19.3 (c) defects include but are not limited to:
- (a) Failure of the coating due to inter-coat adhesion or adhesion to the substrate to an area greater than 1% per discrete area coated;
 - (b) Corrosion of the steel substrate to a severity greater than Ri3 as defined in ISO 4628.3 per discrete area coated.
- 19.5 During each Warranty Period the Service Provider must, without delay and at no cost to AMSA, correct all defects and omissions covered by each warranty by way of repair, replacement or modification or other means acceptable to AMSA. The Service Provider must meet all costs incidental to the discharge of its warranty obligations, including but not limited to attendances on site, packing, freighting, disassembly and reassembly costs. The Service Provider must correct all defects and omissions within 6 months of being notified of the defect or omission by AMSA, unless agreed otherwise with AMSA.
- 19.6 The Service Provider warrants that:
- (a) it is experienced in the provision of the Services or the like;
 - (b) it has the capacity to provide the Services so as not to breach the warranties set out in sub-clause 19.1 and 19.3; and
 - (c) that it has or can access, and will ensure that the Services are provided by, persons who have the skills and experience to properly provide the Services so as not to breach the warranties set out in sub-clause 19.1 and 19.3.
- 19.7 The Service Provider will not be in breach of the warranties set out in sub-clauses 19.1, 19.3 and 19.6 to the extent that the relevant default arises from the wilfully wrongful or negligent act or omission of AMSA or its officers or employees.

- 19.8 If the Service Provider fails to comply with, or to remedy any failure to comply with, the warranties in sub-clause 19.1 and 19.3 within a time or in a manner to AMSA's reasonable satisfaction, AMSA may take or procure such remedial action as may be appropriate and the Service Provider must indemnify and keep indemnified AMSA in respect of any costs, losses or damage AMSA may suffer or incur in so doing.
- 19.9 On completion of provision of the Services the Service Provider must complete Schedule 4 and provide a signed copy to AMSA.
- 19.10 Nominally 3 months prior to the expiration of each warranty period the Service Provider must attend an inspection with an AMSA representative to document any defects that are required to be rectified by the Service Provider. AMSA will provide transport to/from site from the nearest town or harbour, however the Service Provider is responsible for all other travel arrangements, accommodation and associated costs for their representative.

20. INDEMNITY

- 20.1 The Service Provider agrees to indemnify AMSA from and against any:
- (a) liability incurred by AMSA;
 - (b) loss of or damage to property of AMSA whether in the possession or control of AMSA or not; or
 - (c) loss or expense incurred by AMSA in dealing with any claim against it including legal costs and expenses on a solicitor/own client basis and the cost of time spent, resources used or disbursements paid by AMSA;
- arising from:
- (a) any act or omission by the Service Provider or Specified Personnel placed within AMSA under an Agency Contract in connection with this Deed;
 - (b) any breach by the Service Provider of its obligations or warranties under this Deed;
 - (c) any use or disclosure by the Service Provider of Confidential Information or Personal Information held or controlled in connection with this Deed; or
 - (d) the use by AMSA of the Contract Material for the purposes of this Deed;
- where there was fault on the part of the person whose conduct gave rise to that liability, loss or damage, or loss or expense.
- 20.2 The Service Provider's liability to indemnify AMSA under subclause 20.1 will be reduced proportionately to the extent that any unlawful, wilfully wrongful or negligent act or omission of AMSA contributed to the relevant liability, loss or damage, or loss or expense.
- 20.3 The right of AMSA to be indemnified under this clause 20 is in addition to, and not exclusive of, any other right, power or remedy provided by law, but AMSA is not entitled to be compensated in excess of the amount of the relevant liability, loss or damage, or loss or expense.
- 20.4 In this clause 20, '**AMSA**' includes officers, employees, agents and contractors (other than the Service Provider) of AMSA.
- 20.5 The provisions of this clause 20 survive the expiration or termination of this Deed.

21. INSURANCE

- 21.1 The Service Provider agrees, for so long as any obligations remain in connection with this Deed:
- (a) to effect and maintain insurance acceptable to AMSA, for all the Service Provider's obligations under this Deed, including those which survive the expiration or termination of this Deed as follows:
 - (i) Workers' Compensation as required by law;
 - (ii) Public Liability to an amount of not less than \$10,000,000 per each event unless specified higher in the Work Order Quotation;
 - (iii) Professional Indemnity to an amount of not less than \$5,000,000 per each event unless specified higher in the Work Order Quotation; and

- (iv) Any other insurances specified in the Work Order Quotation
- (b) to provide either:
 - (i) a copy of each appropriate insurance policy; or
 - (ii) a certificate of currency for each appropriate insurance policy;prior to the Commencement Date of this Deed and upon the annual renewal of each relevant insurance policy.

22. DISPUTE RESOLUTION

22.1 The parties agree that any dispute arising during the course of this Deed will be dealt with as follows:

- (a) firstly, the party claiming that there is a dispute will send to the other party a notice setting out the nature of the dispute;
- (b) secondly, the parties will try to resolve the dispute by direct negotiation, including by referring the matter to persons who may have authority to intervene and direct some form of resolution;
- (c) thirdly, the parties have 14 Business Days from the sending of the notice to reach a resolution or to agree that the dispute will be submitted to mediation or some other form of alternative dispute resolution procedure; and
- (d) lastly, if:
 - (i) there is no resolution or agreement; or
 - (ii) there is a submission to mediation or some other form of alternative dispute resolution procedure, but there is no resolution within 15 Business Days of the submission, or such extended time as the parties may agree in writing before the expiration of the 15 Business Days;

then, either party may commence legal proceedings.

22.2 Despite the existence of a dispute, the Service Provider will (unless requested in writing not to do so) continue to perform the Services to the extent that it is reasonable to do so considering the nature of the dispute.

22.3 This clause 22 does not apply to action by AMSA under or purportedly under subclause 4.2 [*Fees, Allowances and Assistance*] or clause 24 [*Termination and Reduction*], nor does it preclude either party from commencing legal proceedings for urgent interlocutory relief.

23. COMPLIANCE WITH TIME FRAMES

23.1 The Service Provider, in providing the Services in accordance with a Purchase Order, must comply with the time frames specified in the Work Order Quotation, or otherwise agreed in writing by the Instructing Officer, unless a delay is caused by:

- (a) an act or event that:
 - I. is beyond the reasonable control of the Service Provider; and
 - II. was not reasonably foreseeable at the time the Work Order Quotation was issued; or
- (b) inclement weather as defined in the Quotation.

23.2 For the purposes of any delay described in clause 23.1, the Service provider will only be entitled to an extension of the time frame that is equal to the period of the delay.

23.3 The Service Provider must within 14 days of the delay occurring, issue AMSA with a request for extension of time, including sufficient detail of the cause and period of the delay for AMSAs approval.

23.4 Unless otherwise agreed prior to issue of a Purchase Order, extensions of time for weather delays are for time only and must not include any associated costs.

23.5 If, after commencement of the Site Works, the Service Provider is delayed in the performance of the Work by AMSA because of a breach of an express term of this Deed by AMSA, the Service Provider may claim additional costs in accordance with agreed rates specified in the Quotation.

24. TERMINATION AND REDUCTION

- 24.1 AMSA may, at any time by notice, terminate or reduce the scope of a Work Order Quotation under a Purchase Order.
- 24.2 Upon receipt of a notice of termination or reduction the Service Provider agrees to:
- (a) stop or reduce work as specified in the notice;
 - (b) take all available steps to minimise loss resulting from that termination or reduction and to protect AMSA Material and Contract Material; and
 - (c) continue work on any part of the Services not affected by the notice.
- 24.3 Where there has been a termination under subclause 24.1, AMSA will only be liable for:
- (a) payments and assistance under clause 4 [*Fees, Allowances and Assistance*] for services rendered before the effective date of termination; and
 - (b) reasonable costs incurred by the Service Provider and directly attributable to the termination.
- 24.4 Where there has been a reduction in the scope of the Services, AMSA's liability to pay fees or allowances, meet costs or provide facilities and assistance under clause 4 [*Fees, Allowances and Assistance*] will, unless there is agreement in writing to the contrary, abate in accordance with the reduction in the Services.
- 24.5 AMSA will not be liable to pay compensation under paragraph 24.3(b) in an amount which would, in addition to any amounts paid or due, or becoming due, to the Service Provider under a Purchase Order, together exceed the amount specified in the Purchase Order.
- 24.6 The Service Provider will not be entitled to compensation for loss of prospective profits.
- 24.7 Except as provided in clause 24.9, a breach of this Contract by AMSA shall not make any remedy available to the Service Provider except a claim in damages.
- 24.8 Not used.
- 24.9 The Service Provider may, by giving 10 days notice in writing, terminate the Contract if AMSA has not within 30 days after a notice from the Service Provider has been received requiring AMSA to pay the portion of the Price due under the Contract, authorised that amount for payment.

25. NEGATION OF EMPLOYMENT, PARTNERSHIP AND AGENCY

- 25.1 The Service Provider agrees not to represent itself, and to use its best endeavours to ensure that its Specified Personnel and employees do not represent themselves, as being employees of AMSA or, except to the extent required by express instructions from AMSA in the course of providing Services in accordance with this Deed, as being agents of AMSA or as otherwise able to bind or represent AMSA.
- 25.2 The Service Provider is not by virtue of this Deed an officer, employee, partner or agent of AMSA, nor does the Service Provider have any power or authority to bind or represent AMSA except to the extent required by express instructions from AMSA in the course of providing Services in accordance with this Deed.

26. ASSIGNMENT AND NOVATION

- 26.1 The Service Provider cannot assign its obligations, and agrees not to assign its rights, under this Deed without, in either case, obtaining prior approval in writing from AMSA.
- 26.2 The Service Provider agrees not to consult with any other person for the purposes of entering into an arrangement that will require novation of this Deed without first consulting AMSA.

27. APPLICABLE LAW

- 27.1 The laws in the Australian Capital Territory apply to this Deed.

28. COMPLIANCE WITH LAWS

- 28.1 The Service Provider agrees, in carrying out the Services, to comply with all relevant legislation of AMSA, or of any State, Territory or local authority, including:
- (a) the *Crimes Act 1914*;
 - (b) the *Criminal Code Act 1995*;
 - (c) the *Age Discrimination Act 2004*;
 - (d) the *Disability Discrimination Act 1992*;
 - (e) the *Racial Discrimination Act 1975*;
 - (f) the *Sex Discrimination Act 1984*;
 - (g) the *Superannuation (Productivity Benefit) Act 1988*; and
 - (h) any obligations it has under the *Work Health and Safety Act (Cth) 2011*.
- 28.2 The Service Provider acknowledges that AMSA is subject to, and is required to act in accordance with, the provisions of the *Freedom of Information Act 1982*.
- 28.3 Where AMSA has received a request for access under the *Freedom of Information Act 1982* to a document created by, or in the possession of, the Service Provider or any subcontractor that relates to the performance of the Services, AMSA may at any time by written notice require the Service Provider to provide the document to AMSA and the Service Provider must, at no additional cost to AMSA, promptly comply with the notice.
- 28.4 Even though the Service Provider is not an AMSA employee, in performing the Services the Service Provider must act in a manner consistent with AMSA Code of Conduct.

29. WORK HEALTH AND SAFETY

- 29.1 The Service Provider will assist AMSA to meet its obligations under the *Work Health and Safety Act 2011* with regard to the health, safety and welfare of its employees, contractors, visitors or members of the public by complying with all regulations and codes of practice applying within the State or Territory and applicable to AMSA's operations.
- 29.2 The Service Provider must have in place a health and safety management system that meets the following minimum requirements for health and safety:
- i. WHS policy and objectives;
 - ii. Organisation structure and responsibilities;
 - iii. Safe work practices and procedures in relation to hazards associated with work under the Contract;
 - iv. WHS training and induction;
 - v. WHS auditing and inspection procedures;
 - vi. WHS consultation procedures;
 - vii. WHS performance monitoring; and
 - viii. Incident investigation and reporting.
- 29.3 To the extent that the performance of the Services under this Deed constitutes construction work, AMSA authorises the Service Provider to have management and control of the workplace where the construction work is being carried out for work health and safety purposes, and the Services Provider is engaged as the principal contractor for the purposes of that work. In this clause 29.3, the terms "construction work" and "principal contractor" have the same meaning as in the *Work Health and Safety Act 2011* and its associated Regulations.

30. AFFIRMATIVE ACTION

- 30.1 The Service Provider must comply with its obligations, if any, under the *Workplace Gender Equality Act 2012* (in this clause 30 referred to as ‘the **WGEA Act**’).
- 30.2 The Service Provider must not enter into a subcontract under or in relation to this Deed with a subcontractor named by the Director of The Workplace Gender Equality Agency as an employer currently not complying with the *WGEA Act*.

31. COMPLIANCE WITH LAW AND GOVERNMENT POLICIES

- 31.1 The Service Provider must comply, and as far as practicable must ensure its subcontractors comply, with all relevant requirements of workplace relations and work health and safety laws while performing the Services, including by:
- (a) complying with all applicable workplace relations, occupational health and safety, and workers’ compensation laws;
 - (b) informing the AMSA of any adverse court or tribunal decision for a breach of workplace relations law, work health and safety laws, or workers’ compensation laws made against it during the term of the Contract and any remedial action it has taken, or proposes to take, as a result of the decision; and
 - (c) participate in all compliance activities associated with its legal obligations. Compliance activities may include responding to requests for information and/or audits undertaken by the AMSA, its nominees and/or relevant regulators.
- 31.2 A breach by the Service Provider of clause 31.1 entitles the AMSA to terminate the Deed.
- 31.3 Where AMSA has received a request for access to a document under the *Freedom of Information Act 1982* created by, or in the possession of, the Service Provider or any subcontractor that relates to the performance of this Contract (and not to the entry into the Contract), AMSA may at any time by written notice require the Service Provider to provide the document to AMSA and the Service Provider must, at no additional cost to AMSA, promptly comply with the notice. In this clause, ‘document’ has the same meaning as in the *Freedom of Information Act 1982*.
- 31.4 The Service Provider must have in place all necessary practices, procedures and systems to ensure that all instances of disclosable conduct disclosed by its officers, employees or subcontractors in connection with this Contract to the Service Provider or to any supervisor of the Service Provider are:
- (a) handled in accordance with the requirements of the *Public Interest Disclosure Act 2013*, including all requirements of confidentiality and protections from reprisals contained therein;
 - (b) notified to an authorised officer of AMSA as soon as practicable, or to an alternative internal or external recipient if required or authorised by the *Public Interest Disclosure Act 2013*; and
 - (c) following notification, the Service Provider must assist AMSA with any ensuing investigation into the disclosable conduct if the disclosable conduct relates to the Service Provider at no additional cost to AMSA,

For the purposes of this clause, the terms “disclosable conduct”, “supervisor”, “authorised officer”, “internal recipient” and “external recipient” have the meaning as in the *Public Interest Disclosure Act 2013*.

32. ACCESS - AUSTRALIAN NATIONAL AUDIT OFFICE

- 32.1 The Auditor-General or a delegate of the Auditor-General, for the purpose of performing the Auditor-General’s statutory functions, may, at reasonable times and on giving reasonable notice to the Service Provider:
- (a) require the provision by the Service Provider of records and information which are directly related to the Services;

- (b) have access to the premises of the Service Provider for the purposes of inspecting and copying documentation and records, however stored, in the custody or under the control of the Service Provider which are directly related to the Services; and
- (c) where relevant, inspect any Contract Material and AMSA assets held on the premises of the Service Provider.

32.2 This clause 32 applies for the term of this Deed and for a period of five years from the date of expiration or termination of this Deed.

33. NOTICES

33.1 Any notice, request or other communication must be in writing and in accordance with the following:

(a) where the notice, request or communication relates to this Deed:

(i) if given by the Service Provider to AMSA – addressed to:

Senior Procurement Officer
Australian Maritime Safety Authority
GPO Box 2181
CANBERRA ACT 2601
Email: contracts-enquiries@amsa.gov.au

or as otherwise notified by the Contract Manager; or

(ii) if given by AMSA to the Service Provider – addressed to

<<Contact Name>>
<<Company Pty Ltd>>
<<Postal Address>>

or as otherwise notified by the Service Provider; or

(b) where the notice, request or communication relates to a Purchase Order:

(i) if given by the Service Provider to AMSA– addressed as indicated in Item K of Part D of the Work Order Quotation [*AMSA's Address for Notices*] or as otherwise notified by AMSA; or

(ii) if given by AMSA to the Service Provider – addressed as indicated in Item L of Part D of the Work Order Quotation [*Service Provider's Address for Notices*] or as otherwise notified by the Service Provider.

33.2 Any notice, request or other communication is to be delivered by hand, sent by pre-paid post or by Electronic Communication.

33.3 A notice, request or other communication will be deemed to be received:

(a) if delivered by hand, upon delivery;

(b) if sent by pre-paid ordinary post within Australia, upon the expiration of 2 Business Days after the date on which it was sent; and

(c) if sent by Electronic Communication, at the time that would be the time of receipt under the *Electronic Transactions Act 1999* if a notice was being given under a law of AMSA.

33.4 For the purposes of this clause 33:

'Electronic Communication' means a communication of information in the form of data, text or images by means of guided and/or unguided electromagnetic energy.

34. SECURITY

34.1 The Service Provider will:

(a) comply with any security requirements notified to the Service Provider by the Instructing Officer from time to time; and

(b) ensure that its officers, employees, agents and Subcontractors are aware of and comply with AMSA's security requirements.

- 34.2 The Service Provider will:
- (a) ensure that its officers, employees, agents and Subcontractors, undertake any security checks or clearances as required by AMSA;
 - (b) notify AMSA of any changes to circumstances which may affect the Service Provider's capacity to provide the services in accordance with AMSA's security requirements; and
 - (c) provide a written undertaking in respect of security or access to a AMSA place, area or facility in the form required by AMSA.

35. Latent Conditions

- 35.1 If the Service Provider becomes aware of a Latent Condition, it must give AMSA written notice within 24 hours after becoming aware of the latent condition, including any evidence to identify the Latent Condition.
- 35.2 As soon as practicable after providing initial written notice to AMSA and no later than 3 Business Days (or as otherwise agreed with the Instructing Officer) after becoming aware of the Latent Condition, the Service Provider shall provide AMSA with the following information:
- (a) the Latent Condition encountered and in what respects it differs materially from the reasonably expected site conditions.
 - (b) the additional work and additional resources which the Service Provider estimates to be necessary to deal with the Latent Condition;
 - (c) any other consequences that it anticipates may arise from the Latent Condition;
 - (d) the time the Service Provider anticipates will be required to deal with the Latent Condition;
 - (e) the Service Provider's request for variation outlining the cost of the measures necessary to deal with the Latent Condition; and
 - (f) other details reasonably required by AMSA.
- 35.3 Upon receipt of a notice described in clause 35.2, AMSA may issue a direction in respect of a Latent Condition, and the Contractor will be entitled to claim an extension of time for delays, and may be entitled to reimbursement of reasonable costs necessarily incurred as a consequence of the latent condition and directions issued for this purpose.

IN WITNESS WHEREOF the parties have executed this Deed

on the _____ day of _____ 20

SIGNED, SEALED AND DELIVERED
for and on behalf of the
AUSTRALIAN MARITIME SAFETY AUTHORITY
ABN : 65 377 938 320
by its delegate:

.....)
(Print delegate's name))
.....)
(Insert title))
.....)
(Insert Branch/Section))
(Signature of delegate)

in the presence of:

.....)
(Print witness name))
(Signature of witness)

SIGNED, SEALED AND DELIVERED
for and on behalf of
<<COMPANY PTY LTD>> (ABN <<00 000 000 000>>)
by authority of the directors:

..... (Print name of director) (Signature of director)

and

..... (Print name of witness) (Signature of witness)

SCHEDULE 1



Australian Government
Australian Maritime Safety Authority

SAMPLE ONLY

WORK ORDER QUOTATION – <<insert reference number and project title>>

This Order is issued in accordance with the Deed of Standing Offer 22AMSA263 for Services entered into between AMSA and the Service Provider as specified at Part A on the Date specified in Part C and comprises this Order and any annexure hereto. This Order incorporates clauses 3 to 35 of the Deed.

PART A - REQUEST FOR QUOTATION

Services Required

Specification and Statement of Requirements:

Contact details of person making request:

Name:

Position:

Section/Branch:

Telephone:

Fax:

Email:

Postal address:

Street address:

Date of Request for Quotation:

Date Quotation required: <<specify a date which is reasonable in the circumstances>>

Signed:

PART B - QUOTATION

Name of Service Provider:

Service Provider's ABN:

Service Provider's address for notices:

Contact name:

Address:

Telephone/Fax:

Email:

Date of Deed of Standing Offer relied upon:

Details of Quotation:

Definition of Inclement Weather for the Purpose of Clause 23.1(b) of the Deed:

Schedule of rates for the purpose of clause 23.5 of the Deed:

Declaration:

This Quotation has been prepared in accordance with the Deed of Standing Offer dated <<XXth XXXX 20xx>>. I also acknowledge that:

- (a) AMSA will not be liable to pay any amount that has not been calculated or quoted in accordance with the Deed; and
- (b) unless and until a Purchase Order is issued by AMSA, no contractual relationship exists between AMSA and ourselves, as a Service Provider, for the supply of any Services.

Name of authorised person providing Quotation:

Position:

Date:

Signature:

PART C - ACCEPTANCE OF QUOTE

AMSA USE ONLY

The Requesting Officer has assessed the Work Order Quotation in accordance with the Deed of Standing Offer dated <<XXth XXXX 20xx>>.

The requesting officer has completed Items I and J of Part D (if applicable) and inserted all relevant details.

Name of Contract Signatory Authoriser:

Position:

Date:

Signed by Contract Signatory Authoriser :

PART D - TERMS AND CONDITIONS

AMSA requires the provision of, and the Service Provider agrees to provide, Services in accordance with this Procurement Agreement.

Item. Title

A. Terms and Conditions of Contract

The following forms this Procurement Agreement:

- the documentation referred to in subclause 2.2 of the Deed of Standing Offer dated the <<XXth XXXX 20xx>> (the Deed); and
- any documentation specified in Item I.

B. Services

The Services to be delivered by the Service Provider are specified in Part A.

C. Confidential Information

The Service Provider is required to treat the following as Confidential Information for the purposes of this Procurement Agreement:

- <<specify, or state "None">>

D. Instructing Officer

The Instructing Officer for the purposes of this Procurement Agreement is:

Name:

Position:

Division:

Telephone:

Fax:

Email:

Postal address:

Street address:

E. Specified Personnel

The Services will be undertaken by the Specified Personnel as specified in Part B. <<or state the names as may have been agreed with the Service Provider after the Quotation at Part B was provided>>

F. Time Frame

Unless otherwise specified in Part A, the Service Provider is to commence the provision of the Services within 5 Business Days of receipt of the Purchase Order.

The project must be completed by <<XXth XXXX 20xx>>, including acceptance of the completion report by AMSA.

G. Total Cost

The total amount payable under this Procurement Agreement will not exceed \$XXXX (Inc GST)

Payment Milestone	Milestone encompasses	Amount Payable (Inc GST)
Total Amount Payable		

H. Invoice Procedures

The Service Provider must deliver a tax invoice to the Instructing Officer within 3 Business Days of achieving the relevant milestone. <<or insert some other appropriate payment trigger>>

The Service Provider’s tax invoice must include the following information:

- title of Services to which the tax invoice relates;
- AMSA’s official Purchase Order number for the matter;
- name of the Instructing Officer;
- Milestone description of the Services provided;
- Attention to Response Business Hub;
- the name of the Service Provider’s financial institution and details of the Service Provider’s bank account (to facilitate electronic payment); and
- any other information required by AMSA from time to time.

Unless otherwise specified in the Purchase Order, all tax invoices must be rendered to AMSA via email as a PDF attachment to: invoices@amsa.gov.au

Invoices must be calculated based on the milestone table in Item G

AMSA, upon provision of the Services to a satisfactory standard, makes payment within 30 days of receipt of a correctly rendered tax invoice.

I. Material to be Provided by AMSA

The following Material forms part of this Procurement Agreement:

- <<if there is no Material to be provided, state “None”>>

J. Existing Material

➤ <<if there is no Material to be provided, state "None">>

K. AMSA's Address for Notices

As set out in Item D.

L. Service Provider's Address for Notices

As set out in Part B.

SCHEDULE 2
PURCHASE ORDER

**SCHEDULE 3
SCHEDULE OF REQUIREMENTS**

S1.0 Definitions

Table S1: Definitions

AMSA	Australian Maritime Safety Authority.
ITP	Inspection and Test Plan.
The Coating Specification	The coating specification issued by AMSA with the Work Order Quotation similar to that presented in Attachment 1 of Tender 22AMSA263 and Attachment 2 of Tender 22AMSA263 .
WHS	Work Health and Safety.
Work Site	The immediate area surrounding the AtoN in which project works are being undertaken.

S2.0 Background Information

S2.1.1 AMSA operates a network of approximately 400 AtoN sites throughout Australia consisting of a diverse network of structures ranging from heritage lighthouses to offshore piles and buoys.

S2.1.2 AMSA has 52 heritage lighthouses within its network of AtoN and operates a program for the removal of hazardous coatings and refurbishment of heritage lighthouses. Lighthouses are prioritised in a risk-based assessment, considering criteria such as condition of coatings, safety, and associated structure deterioration such as severe corrosion, erosion of stone work etc. 21 of the heritage lighthouse have been refurbished since 2009 and AMSA plans to remove hazardous coatings and refurbish nominally two heritage lighthouses per year until the remaining 31 lighthouse have been refurbished. At the time of tender the below table outlines the current proposed works during the potential 6year period of this panel arrangement.

Table S2: Proposed works during panel arrangement

AtoN	Scope
Dent Island, QLD	Heritage lighthouse refurbishment, hazardous coatings removal.
Althorpe Island, SA	Heritage lighthouse refurbishment, hazardous coatings removal.
North Reef, QLD	Mid life renewal, maintenance overcoat of lighthouse refurbished in 2009.
Gabo Island, VIC	Heritage lighthouse refurbishment, hazardous coatings removal.
Cape Byron, NSW	Heritage lighthouse refurbishment, hazardous coatings removal.
Eddystone Point, TAS	Heritage lighthouse refurbishment, hazardous coatings removal.

Low Head, TAS	Heritage lighthouse refurbishment, hazardous coatings removal.
Cape Inscription, WA	Heritage lighthouse refurbishment, hazardous coatings removal.
Mersey Bluff, TAS	Heritage lighthouse refurbishment, hazardous coatings removal.
Cape Sorrel, TAS	Heritage lighthouse refurbishment, hazardous coatings removal.
Smoky Cape, NSW	Heritage lighthouse refurbishment, hazardous coatings removal.
Cape Du Couedic, SA	Heritage lighthouse refurbishment, hazardous coatings removal.
Cape Hotham, NT	Internal lantern room hazardous coating removal and maintenance painting of structure

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

S3.0 Operation of the panel

S3.1 Work Order Quotation

S3.1.1 For each project a number of Service Providers from within the panel will be selected and provided the opportunity to submit a quotation.

S3.1.2 Quotations will be requested from a minimum of three Service Providers for each project. The number of service providers requested to quote may be limited when a site visit is being provided by helicopter or boat, in this instance the Service Providers will be selected taking into consideration the competitiveness and suitability of prior quotations.

S3.1.3 AMSA will release a Work Order Quotation for each project to the selected Service Providers. The Work Order Quotation will outline:

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

S3.1.4 For each project AMSA will seek a turnkey solution from a single Service Provider to complete the defined scope of works.

S3.2 Evaluation of Quotations

S3.2.1 Quotations received will be evaluated based on the following or as advised within the Work

Order Quotation:

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

S4.0 Protective coating works

S4.1.1 AMSA maintains two coating specifications:

- a. AMSA Lighthouse Coating Specification: this specification is primarily utilised for projects involving the removal of hazardous coatings or refurbishment of lighthouse where all existing protective coatings are to be removed in total and replaced. The revision of this specification current at the time of tender release (January 2023) is included in **Attachment 1 of Tender 22AMSA263**.
- b. AMSA Aid to Navigation Maintenance Coating Specification: this specification is primarily utilised for the regular/ongoing maintenance of AMSAs network of AtoN. This specification may be utilised under the panel arrangement for midlife renewal of recently refurbished AtoN, protective coating maintenance and warranty repair works. The revision of this specification current at the time of tender release (January 2023) is included in **Attachment 2 of Tender 22AMSA263**.

S4.1.2 All protective coating works must be completed in accordance with the current revision of the relevant coating specification at the time of issue of a Work Order Quotation. The applicable coating specification will be included as an attachment to the Work Order Quotation.

S4.1.3 All protective coating warranty repairs must be completed in accordance with AMSA Aid to Navigation Maintenance Coating Specification unless approved otherwise by AMSA.

S4.2 Removal from the panel

S4.2.1 A Service Provider may be removed from the panel for any of the following reasons:

- a. Sub-standard quality of works
- b. Failure to rectify identified defects

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

S5.0 Ancillary works

S5.1.1 As AMSA's protective coating and refurbishment projects are often in remote locations and incorporate other works, the Service Provider may be required to undertake:

- a. Work in remote locations
- b. Corrosion repairs and fabrication
- c. Timber repairs and fabrication
- d. Concrete, masonry and stone repairs
- e. Asbestos removal
- f. Electrical works
- g. Lead/hazardous paint removal
- h. Refurbishment of heritage structures
- i. Coating works over water
- j. Drafting
- k. Glazing works

S5.1.2 Further information regarding each of the above ancillary work categories is included in sections S5.2 to S5.11.

S5.1.3 AMSA operates nationwide and as such it is intended that the Service Providers will have capability to complete projects anywhere within Australia.

S5.2 Remote area

S5.2.1 Remote area means any AtoN location that is isolated due to one or more of the below:

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

S5.3 Corrosion repairs and fabrication

S5.3.1 Corrosion repairs may include structural and nonstructural repairs to metallic substrates including:

- a. Cast iron
- b. Carbon steel
- c. Copper

- d. Brass
 - e. Stainless steel
 - f. Aluminium
- S5.3.2 Fabrication requirements may include manufacture of structural components and/or manufacture of replica heritage components, fixtures, fasteners etc from any of the materials noted above.

S5.4 Timber repairs and fabrication

- S5.4.1 The Service Provider may be required to undertake structural and nonstructural repairs to timber components of the AtoN. Timber repairs are generally undertaken to heritage structures in response to rot or physical damage.

S5.5 Concrete, masonry and stone repairs

- S5.5.1 Concrete masonry and stone repairs may include:

- a. Cracking/spalling, delamination etc
- b. Installation of cathodic protection systems
- c. Repointing of stone or brick structures
- d. Repair/replacement of stone
- e. Desalination of stone, brick, concrete

S5.6 Asbestos removal

- S5.6.1 Asbestos removal will generally include removal of asbestos cement sheet, roofing products, membranes and vinyl tiles.
- S5.6.2 All asbestos removal must be undertaken by appropriately qualified and licensed personnel for the state in which the work is being undertaken. All asbestos removal must be undertaken in accordance with Commonwealth/State Acts, legislation, regulations and codes of practice.
- S5.6.3 The Service Provider is responsible for the submission of both State and Commonwealth asbestos notifications to the Regulators. Waste tracking and disposal records must be retained and provided to AMSA for all asbestos removal works.

S5.7 Electrical works

- S5.7.1 Electrical works may include:
- a. Removal of existing AtoN electrical equipment
 - b. Installation and commissioning of AtoN electrical equipment and power supply systems
 - c. Establishment of temporary power supply and AtoN arrangements
- S5.7.2 AMSA operates mains powered and standalone solar powered sites.
- S5.7.3 All electrical work is required to be completed in accordance with current revision of AMSAs Aid to Navigation Electrical Installation Standard at the time of issue of a Work Order Quotation. AMSAs electrical installation standard current at the time of tender release (January 2023) is included in **Attachment 3 of Tender 22AMSA263**.

S5.8 Lead/hazardous paint removal

- S5.8.1 Many of AMSA's AtoN structures are painted with lead based paints, all work involving the disturbance of lead/hazardous paints must be undertaken in accordance with the requirements of The Coating Specification, Australian Standards and Commonwealth/State Acts, legislation, regulations and codes of practice.

- S5.8.2 The Service Provider must supply all relevant information and assist AMSA in submission of the lead risk work notification to the Commonwealth Regulator. The Service Provider is responsible for submission of any state notification requirements.
- S5.8.3 Refurbishment of heritage structures
- S5.8.4 Many of the projects to be completed under the panel arrangement will be the refurbishment of heritage listed structures, The Service Provider must be capable of undertaking works that are sympathetic to the heritage values of a structure and in accordance with relevant heritage guidelines and approvals.
- S5.9 Coating works over water**
- S5.9.1 AMSA operates a number of piled AtoN structures, the Service Provider may be required to undertake surface preparation and coating works over water in sensitive marine environments.
- S5.9.2 To Undertake coating works over water the Tenderer or their designated sub-contractor must have accreditation to class 4 of category A of the Painting Contractor Certification Program (PCCP).
- S5.10 Drafting**
- S5.10.1 Where requested by the Work Order the Service Provider must provide as constructed drawings for any modifications to the AtoN, fabricated components supplied/fitted or electrical works undertaken as part of the scope of works.
- S5.10.2 All drawings must be drafted in accordance with the current revision of the AMSA Aid to Navigation Drafting Standard at the time of issue of a Work Order Quotation. AMSAs Drafting Standard current at the time of tender release (January 2023) is included in **Attachment 4 of Tender 22AMSA263**.
- S5.11 Glazing works**
- S5.11.1 Many of AMSAs lighthouses are fitted with glazed lantern rooms. The Service Provide may be required to undertake glazing works including removal of existing glass and installation of new or existing glazing.
- S5.11.2 All glazing installation works must be undertaken by an Australian Glass and Window Association accredited Glazier.
- S6.0 Tender Site visit**
- S6.1.1 Wherever possible AMSA will facilitate a tender site visit for each project after release of the Work Order Quotation. The intent of a site visit is to provide the Tenderers with the opportunity to view the AtoN structure and satisfy themselves as to the extent of the scope of works and gain an understanding of the environmental and site access constraints and arrangements. Attendance at the site visit when provided will be a mandatory requirement for submission of a quotation. Where access to site is by helicopter or boat AMSA will provide transport to/from the point of departure i.e. heliport or harbor for one person per Tenderer free of charge. Where access is by helicopter or boat AMSA will limit the number of Service Providers that are selected to provide quotations based upon capacity of the available aircraft/vessel, in this instance the Service Providers will be selected taking into consideration the competitiveness and suitability of prior quotations.
- S7.0 Warranty Requirements**
- S7.1.1 The Service Provider must provide warranties for all work completed as part of a project in accordance with Clause 19 of the draft Deed of Standing Offer.
- S7.1.2 The warranties are held between AMSA and the Service Provider, AMSA will not accept

warranties passed on from sub-contractors.

S7.1.3 The Service Provider must also validate and pass on manufacturers and materials warranties for all materials used as part of a project.

S8.0 Project Documentation requirements

S8.1.1 This section outlines the documentation and deliverables required for each project additional documentation requirements may be specified in the Work Order Quotation.

S8.2 Project Management Plan

S8.2.1 For each project the Service Provider must deliver a Project Management Plan (PMP) a minimum of 6 weeks prior to mobilisation to site.

S8.2.2 The PMP must outline the methodology, resources and work processes required in carrying out the Project. The PMP must include but is not limited to the following:

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

S8.2.3 Additional information regarding the content of each component of the PMP is provided in the following sections.

S8.2.4 The final PMP must be approved by AMSA prior to site work commencing.

S8.3 Site Works Plan

S8.3.1 The Site Works Plan must detail the methodology to be utilised to complete each component of the scope of works from mobilisation through to demobilisation including but not limited to the following:

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

S8.4 Risk Assessment/Management Plan

S8.4.1 The Service Provider must complete a risk assessment on all aspects of the project.

S8.4.2 The risk assessment must include but not be limited to the following:

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

S8.4.3 The risk assessment must identify the foreseeable risks and suitable measures to mitigate these risks.

S8.4.4 The Service Provider is responsible for managing all risk associated with the project and as such all weather risks and risks associated with Site Works must be borne by the Service Provider.

S8.5 Safety Plan

S8.5.1 The Safety Plan must cover all aspects of the project including but not limited to:

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

S8.6 Environmental Management Plan

S8.6.1 The Environmental Management Plan (EMP) must include but is not limited to:

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

S8.7 Quality Management Plan

S8.7.1 The Quality Management Plan must include but is not limited to:

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

S8.8 Project Schedule/Program

S8.8.1 The Service Provider must develop a detailed Project Schedule/program that includes a Gantt chart of project activities and clearly outlines the critical path.

S8.8.2 The Project Schedule must include but not be limited to the following:

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

S8.8.3 An updated schedule including any unforeseen task slippages and actual works completed must be included in the fortnightly report.

S8.9 Photographic Documentation

S8.9.1 The Service Provider must photograph the progress of the project. The photographs must include but not be limited to:

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

S8.9.2 All photographs and associated metadata must be in .jpg format with a minimum resolution of 5MP, clearly labeled with the site name and date. Photos must be submitted as part of the completion reporting process.

S8.10 Completion Report

S8.10.1 The Service Provider must provide a Completion Report that includes but is not limited to:

- a. an outline of the project and methodology

- b. detailed record of all materials used in the project, including traceability certificates for all materials sourced by the Service Provider
- c. A protective coatings quality assurance report that includes:
 - i. all quality assurance/control documentation and inspection records completed during the works
 - ii. a statement of compliance/non-compliance to The Coating Specification.
 The report must be compiled in a logical format such that the coating records can be easily linked to the structure component or substrate for which they are applicable too.
- d. All other quality assurance/control documentation completed during the works
- e. details of any issues and accidents experienced during the project and any recommendations for future projects of a similar nature
- f. records of disposal of all waste products
- g. a comprehensive set of photographs of the work as described in clause S8.9 Photographic Documentation
- h. final project completion sign off by the Service Provider.
- i. A heritage fabric register (where applicable) utilising the format provided by AMSA, refer to **Attachment 5 of Tender 22AMSA263** for an example format
- j. A coating system and colour summary utilising the format provided by AMSA, refer to **Attachment 6 of Tender 22AMSA263** for an example format

S8.10.2 The completion report must be provided within 4 weeks of demobilisation from site.

S9.0 Project Requirements

S9.1.1 This section outlines particular requirements that must be implemented by the Service Provider throughout each project.

S9.2 Project Manager

S9.2.1 The Service Provider must appoint a Project Manager as the single point of contact for AMSA for the duration of each project. The Project Manager must report to the AMSA Nominated Officer and provide the following services:

- a. management of the project
- b. ensuring a risk/hazard review is undertaken prior to commencement of work and at regular times throughout the project cycle
- c. maintaining an effective WHS program to prevent injuries and illnesses through control of risks/hazards, training and promotion of safe work practices
- d. reporting requirements as per Section S9.6.

S9.2.2 The Service Provider must provide contact details for the nominated Project Manager to AMSA within two (2) weeks of award of a Work Order.

S9.3 Quality Control and Inspection Requirements

S9.3.1 The Service Provider must have in place inspection test plans (ITP's) for the Site Works, the ITP's must cover all major work processes such as but not limited to:

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

S9.3.2 The Service Provider must facilitate a suitable inspection regime to be agreed with AMSA prior to Site Works commencing, this may include but is not limited to the following points:

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

S9.3.3 The Service Provider must supply transport for the AMSA nominated officer from the nearest town to and from site for the purpose of inspections, excluding S9.3.2e for which AMSA will provide Transport.

S9.3.4 For Helicopter transport AMSAs minimum requirement is a turbine aircraft, for flights over water turbine aircraft equipped with floats or twin turbine.

S9.3.5 The Service Provider must undertake inspection and testing as specified in The Coating Specification issued with the Work Order Quotation. Detailed quality assurance records must be maintained for all surface preparation and coating applications.

- S9.3.6 Any surface deemed to be unsatisfactorily prepared or painted will be rejected by the AMSA Nominated Officer and made good at the Service Provider's expense.
- S9.3.7 Any component where the paint system is damaged prior to final acceptance by the AMSA Nominated Officer must be repaired at the Service Provider's expense in accordance with the AMSA Aid to Navigation Maintenance Coating Specification.
- S9.3.8 AMSA may engage an independent Coatings Inspector to undertake inspections throughout the Site Works on AMSA's behalf.

S9.4 Work Standards

- S9.4.1 The Service Provider must ensure that all work carried out complies with current Australian Standards, Industry Standards, State, Local and/or Federal Government Legislation/Regulations and applicable Codes of Practices.
- S9.4.2 The Service Provider must:
- a. identify and apply applicable standards required to carry out the required works
 - b. monitor performance throughout the duration of the works
 - c. inspect and test works completed
 - d. maintain details of all materials added to the structure including material identification and traceability documents
 - e. maintain control of non-conforming products or services
 - f. maintain detailed records of compliance

S9.5 Site Cleanup

- S9.5.1 The Service Provider is responsible for maintaining the Work Site in a safe and tidy condition on a daily basis.
- S9.5.2 At completion of the Site Works, all tools, equipment, materials and machinery must be removed from the Work Site. All rubbish, debris and building by-products must be removed and disposed of in accordance with State, Local and/or Federal Government Legislation/regulations and to the satisfaction of the AMSA nominated officer.

S9.6 Progress Reporting

- S9.6.1 The Service Provider must provide AMSA with written progress reports every two (2) weeks throughout the entire project outlining progress against the Project Management Plan and Project Schedule. These reports must commence a maximum of four (4) weeks after award of a Work Order.
- S9.6.2 The fortnightly progress report must include but is not limited to the following:
- a. Project Manager's summary
 - b. project status
 - c. WHS
 - d. environmental management
 - e. quality assurance
 - f. engineering
 - g. procurement
 - h. construction

- i. contractual:
 - i. general
 - ii. progress claims
 - j. schedule and progress status
 - k. technical information
 - l. problems encountered or foreseen
- S9.6.3 During the Site Works phase, the Service Provider must provide AMSA with a daily update in the form of an email covering the work completed in the previous 24 hours, work scheduled for the next 24 hours, any issues/incidents, quality aspects, a record of toolbox talks/safety briefings and a number of progress photos.

S9.7 Incident Reporting

- S9.7.1 The Service Provider must notify AMSA's Nominated Officer immediately by phone of the occurrence of any of these events:
- a. safety incident or injury
 - b. environmental incident or impact
 - c. any unforeseen event that may affect the progress of the Project.
- S9.7.2 These incidents must be fully investigated with a written report submitted by the Service Provider to AMSA within one (1) week of the incident and reported to the relevant authority where applicable within the required timeframe.

S9.8 Permits and Approvals

- S9.8.1 The Service Provider is responsible for assessing whether any permits or approvals are required for each project and gaining them if required.

S10.0 Business Management Systems (Quality/Environmental/Safety) and PCCP accreditation

- S10.1.1 The Service Provider must maintain their business management system certification for the period of any resulting Deed of Standing Offer including:
- a. AS/NZS ISO 9001
 - b. AS/NZS 4801 or ISO 45001
 - c. AS/NZS ISO 14001
- S10.1.2 The Service Provider must maintain their PCCP accreditation for the period of any resulting Deed of Standing Offer.

S11.0 Subcontractor Management

- S11.1.1 Where the Service Provider is sub-contracting any component of the scope of works the Service Provider remains wholly responsible for all sub-contract and sub-contracted Services.
- S11.1.2 The Service Provider is responsible for the review, inspection and conformity of all documentation and services to be sub-contracted prior to delivery to, or inspection by, AMSA.

S12.0 Acceptance of Completed Project

- S12.1.1 The project will be deemed complete by AMSA upon the following:
- a. completion of works as per the Schedule of Requirements and The Coating Specification

- b. approval of work by the AMSA Nominated Officer
- c. inspection on completion of Site Works
- d. AMSA acceptance of the Project Completion Report
- e. handover of all project documentation to AMSA
- f. provision of validated warranty documentation

**SCHEDULE 4
STATEMENT OF WARRANTY PERIODS**

In relation to Work Order Quotation __AMSA__ for the services provided for the repaint of _____ (site name) _____ (Service Provider) confirms the following warranty periods apply:

- a) For the purpose of clause 19.1 of Deed of Standing Offer 22AMSA263-____ the Warranty Period commences _____ (completion date) and terminates _____ (date two years after completion).

- b) For the purpose of Clause 19.3 of Deed of Standing Offer 22AMSA263-____ the Warranty Period Commences _____ (completion date) and terminates _____ (date five years after completion).

Signed for and on behalf of
<<COMPANY PTY LTD>> (ABN <<00 000 000 000>>)
by its delegate:

.....
(Print delegate's name)

.....
(Signature of delegate)

.....
(Date)

Signed for and on behalf of the
AUSTRALIAN MARITIME SAFETY AUTHORITY
ABN : 65 377 938 320
by its delegate:

.....
(Print delegate's name)

.....
(Signature of delegate)

.....
(Date)