



**Australian Government**

**Australian Transport Safety Bureau**

# Request for Tender

Request for Tender for provision for services relating to  
the search for Malaysia Airlines Flight 370

RFT No. 570-04

Any questions regarding this RFT should be addressed to:  
[opsearch@atsb.gov.au](mailto:opsearch@atsb.gov.au)

**Lodgement of tenders**

Closing Time: 5:30pm local time in Canberra Australia on 30 June 2014

Tenders must be lodged electronically using AusTender.

Tenderers may wish to refer to *Selling to the Australian Government: A Guide for Business*, available from  
<http://www.finance.gov.au/publications/selling-to-the-australian-government/index.html>

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# Request for tender

## 1. General Information

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### 1.1. Background

### 1.2. Invitation to Tender

- 1.2.1. The Commonwealth, represented by and acting through the Australian Transport Safety Bureau (**the ATSB**) invites tenders for the provision of the services set out in the Statement of Requirements in accordance with this RFT.

### 1.3. Summary of Requirements

- 1.3.1. The ATSB wishes to carry out seafloor search operations to localise, positively identify, map and obtain visual imaging of the wreckage of the Boeing 777 aircraft operated as Malaysia Airlines Flight 370 which is believed to have gone missing in the Indian Ocean on or around 8 March 2014 (**MH370**).
- 1.3.2. The ATSB's requirements are set out in detail in the Statement of Requirements in Schedule 1.
- 1.3.3. As a minimum, the ATSB requires Tenderers to comply with the Minimum Content and Format Requirements. Failure to do so will result in the tender being excluded from further consideration.
- 1.3.4. Subject to clauses 5.4.1 and 7.1.1, any contract entered into as a result of this RFT will be based on the Draft Contract.

### 1.4. About the ATSB

- 1.4.1. The ATSB is an independent Commonwealth Government statutory agency. The ATSB is governed by a Commission and is entirely separate from transport regulators, policy makers and service providers. The ATSB's function is to improve safety and public confidence in the aviation, marine and rail modes of transport through excellence in:
- a) independent investigation of transport accidents and other safety occurrences; and
  - b) safety data recording, analysis and research; and
  - c) fostering safety awareness, knowledge and action.
- 1.4.2. The ATSB does not investigate for the purpose of apportioning blame or to provide a means for determining liability.
- 1.4.3. Further information about the ATSB is available at [www.atsb.gov.au](http://www.atsb.gov.au).

### 1.5. About this document

- 1.5.1. This RFT is made up of:
- a) the clauses, which set out the conditions applying to the RFT process;
  - b) Schedule 1, which sets out the Statement of Requirements;
  - c) the Attachments, which set out the information Tenderers need to include in their tenders; and
  - d) the Draft Contract (Schedule 2), which sets out the conditions applying to the supply of the services.

- 1.5.2. A checklist is provided in Attachment 1 to assist Tenderers in preparing and submitting their tenders.
- 1.5.3. The dictionary in clause 8.1 provides definitions of words and phrases used in this RFT.
- 1.5.4. Where this RFT provides that the ATSB 'may' do a thing, it may do so in its absolute discretion.

## **1.6. About AusTender**

- 1.6.1. AusTender is the online tendering system for Australian Government Agencies. AusTender allows Tenderers to download RFT documentation and upload tenders. Tenderers must first register with AusTender at <https://www.tenders.gov.au>.
- 1.6.2. Access to and use of AusTender is subject to terms and conditions. Tenderers must agree to comply with those terms and conditions and any applicable instructions, processes, procedures and recommendations as advised on AusTender.
- 1.6.3. It is the responsibility of Tenderers to ensure that their infrastructure including operating system and browser revision levels meet the minimum standards as defined on AusTender. Neither the ATSB nor the Commonwealth take any responsibility for any problems arising from Tenderers' infrastructure and/or Internet connectivity.
- 1.6.4. Tenderers acknowledge that although the Commonwealth has implemented the security measures described on AusTender, the Commonwealth does not warrant that unauthorised access to information and data transmitted via the Internet will not occur.
- 1.6.5. Tenderers must inform themselves concerning all security measures and other aspects of the AusTender technical environment. Tenderers must make their own assessment of the AusTender system prior to using it for any matter related to this RFT and no responsibility will be accepted by the ATSB arising in respect of any use or attempted use by any party of AusTender.
- 1.6.6. All queries and requests for technical or operational support must be directed to:
  - AusTender Help Desk
  - Telephone: 1300 651 698
  - International: +61 2 6215 1558
  - Email: [tenders@finance.gov.au](mailto:tenders@finance.gov.au)
- 1.6.7. The AusTender Help Desk is available between 9am and 5pm, Monday to Friday (excluding ACT and national public holidays).

## **1.7. Further information about this RFT**

- 1.7.1. Tenderers should direct questions arising during the preparation of a tender or requests for clarification in writing to [opsearch@atsb.gov.au](mailto:opsearch@atsb.gov.au). Requests for information should not be directed to the ATSB by any other means.
- 1.7.2. The ATSB may refuse to answer any question or request:
  - a) received less than five Business Days before the Closing Time; or
  - b) in its sole and absolute discretion, including questions or requests that may involve the provision of:
    - i) ATSB Confidential Information;
    - ii) Security classified information or other sensitive information;

- iii) information which may impede current or future competition in the market; or
  - iv) information that, in the ATSB's opinion, may provide a Tenderer with an unfair advantage in the RFT process.
- 1.7.3. Where appropriate, the ATSB will circulate questions and answers to all other Tenderers without disclosing the source of the questions or revealing the substance of a proposed tender.
- 1.7.4. If a Tenderer finds any discrepancy, error or omission in this RFT, it should notify the ATSB before the Closing Time in accordance with clause 1.7.1.
- 1.8. Changes to this RFT**
- 1.8.1. If the ATSB amends this RFT (including by adding to, altering, deleting or excluding the ATSB's technical requirements, changing the structure or timing of the RFT process, or varying or extending any time or date in this RFT), the ATSB will issue an addendum.
- 1.8.2. Tenderers must submit their tenders in accordance with this RFT as amended by any addenda.
- 1.8.3. All conditions of this RFT will apply to addenda unless amended in the addenda.
- 1.8.4. The ATSB will make reasonable efforts to inform Tenderers of addenda by posting addenda on the AusTender page for this RFT.
- 1.8.5. For the avoidance of doubt and without limiting clause 6.13, the ATSB is not liable to any Tenderer for any cost it may incur as a consequence of any variation to this RFT.
- 1.8.6. Tenderers who have registered and downloaded the RFT documentation will be notified by AusTender via email of any addenda issuance. It is in the interest of Tenderers to ensure they have correctly recorded their contact details prior to downloading RFT documentation. If Tenderers have not recorded their details correctly, they should amend their details and download the RFT documentation again.
- 1.8.7. Tenderers should log in to AusTender and collect addenda as notified.
- 1.8.8. The Commonwealth will accept no responsibility if a Tenderer fails to become aware of any addendum notice which would have been apparent from a visit to the AusTender page for this RFT.
- 1.8.9. If a Tenderer has obtained RFT documentation other than from AusTender, they must visit AusTender, register as a user and download the RFT documentation.

## **1.9. Complaints**

- 1.9.1. Tenderers should address any complaints regarding the RFT process in writing to:  
Email: [opsearch@atsb.gov.au](mailto:opsearch@atsb.gov.au)

## **2. Matters concerning tender response**

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### **2.1. Tender Response Requirements**

- 2.1.1. The Tenderer is referred to the Statement of Requirements and the Evaluation Criteria for information on the requirements sought by the ATSB.
- 2.1.2. Tenders must satisfy the Minimum Content and Format Requirements. If the Tenderer fails to comply with the Minimum Content and Format Requirements its tender will, subject to clause 4.1, be excluded from consideration.

2.1.3. The Minimum Content and Format Requirements are set out in the following table:

No.	Minimum Content and Format Requirement
1.	The tender must be in English.

2.1.4. A tender should include the following documents:

- a) a completed Tenderer response form in the form of Attachment 2;
- b) documents including the information required by each other Attachment to this RFT.

## **2.2. General Matters**

2.2.1. Measurements should be expressed in Australian legal units of measurement. Prices should be in Australian dollars, unless otherwise stated.

2.2.2. Prices stated to be in a foreign currency may be converted to Australian dollars as at the Closing Time for the purposes of evaluation only.

2.2.3. Tendered prices should be inclusive of:

- a) GST (as defined in clause 195-1 of the *A New Tax System (Goods and Services Tax) Act 1999* (Cth));
- b) all costs of complying with this RFT; and
- c) all costs associated with doing all things necessary for the due and proper completion of the Draft Contract.

## **2.3. Alternative Solutions**

2.3.1. Alternative solutions will only be considered where the Tenderer also provides in its tender a response that conforms to the specified requirements of this RFT.

2.3.2. Where an alternative solution is proposed, the Tenderer should:

- a) separately identify, in detail, the proposed alternative approach or solution;
- b) justify the proposed alternative approach or solution with explicit reasons;
- c) demonstrate that the alternative approach is more beneficial than the approach specified in this RFT; and
- d) explain the financial impact (specifically including the impact on cost) and any other consequences of the proposed alternative approach or solution relative to the conforming approach.

## **2.4. Consortium tenders**

2.4.1. A consortium may submit a tender on the basis that one legal entity will be the prime contractor to the ATSB and will take full responsibility. The tender should provide full details of that legal entity, the consortium members and any proposed subcontractors.

## **2.5. Joint Tenders**

2.5.1. While it is the ATSB's strong preference to contract with any consortium via a prime contractor, the ATSB reserves the right to consider tenders made by a consortium on a joint and several liability basis. That is, where each member of the consortium makes a commitment to perform, and be liable for, all of the services. A consortium tendering on a joint and several liability basis that is successful will need to nominate a single representative responsible for coordinating the services provided by the members of

the consortium and all communication with the ATSB. The risks associated with delivering the services using a consortium which tenders on a joint and several liability basis will be considered as part of the ATSB's value-for-money assessment.

### **3. How to lodge the tender**

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#### **3.1. Lodgement of Tenders**

- 3.1.1. Tenders must be lodged electronically via AusTender, at <https://www.tenders.gov.au>.
- 3.1.2. Tenders lodged by any other means, including by hand, mail, facsimile or email, will not be considered.
- 3.1.3. Subject to clause 3.8.2, Tenderers acknowledge that lodgement of their tenders on time and in accordance with this RFT is entirely their responsibility. The ATSB accepts no responsibility for tenders received after the Closing Time.
- 3.1.4. The ATSB may extend the Closing Time at its sole and absolute discretion, and will issue an addendum notifying any decision to extend.

#### **3.2. Lodgement**

- 3.2.1. Tenderers must allow sufficient time for tender lodgement, including time that may be required for any problem analysis and resolution prior to the Closing Time.
- 3.2.2. Tenderers should be aware that holding the “Lodge a Response” page in the web browser will not hold the AusTender tender box open beyond the Closing Time. An error message will be issued if the lodgement process is attempted after the Closing Time.
- 3.2.3. Tenders lodged through AusTender will be deemed to be authorised by the Tenderer.
- 3.2.4. If Tenderers have any problem in accessing AusTender or uploading a tender they must contact the AusTender Help Desk (refer to clause 1.6.6) prior to the Closing Time. Failure to do so may result in a tender being excluded from consideration.

#### **3.3. Before Lodging**

- 3.3.1. Before submitting a tender, Tenderers must:
  - a) ensure their technology platform meets the minimum requirements identified on AusTender;
  - b) refer to AusTender’s Help guidance, if required, on uploading tenders;
  - c) consider conducting a test lodgement on the AusTender site through the tender **ATM ID: DemoATM2014**.
  - d) take all steps to ensure that the tender is free from anything that might reasonably affect useability or the security or operations of AusTender and/or the ATSB’s computing environment;
  - e) ensure that the tender does not contain macros, script or executable code of any kind unless that specific material has previously been approved in writing by the ATSB; and
  - f) ensure that the tender complies with all file type, format, naming conventions, size limitations or other requirements specified in clauses 3.5, 3.6 and 3.7 or otherwise advised by the ATSB or required by AusTender.



### **3.4. Use of AusTender**

- 3.4.1. Where there is any inconsistency between the tender lodgement procedures set out on AusTender and those set out in this RFT, this RFT will prevail.
- 3.4.2. The time displayed on AusTender is deemed to be the correct time and will be the means by which the ATSB will determine that tenders have been lodged by the Closing Time.
- 3.4.3. The judgement of the ATSB as to the time a tender has been lodged will be final.
- 3.4.4. It is the responsibility of Tenderers to ensure that its infrastructure including operating system and browser revision levels meet the minimum standards as defined on AusTender. Neither the ATSB nor the Commonwealth take any responsibility for any problems arising from Tenderers' infrastructure and/or Internet connectivity.

### **3.5. Lodging Tender**

- 3.5.1. In submitting their tenders, Tenderers warrant that they have taken reasonable steps to ensure that tender response files are free of viruses, worms or other disabling features which may affect AusTender and/or the ATSB's computing environment. Tenders found to contain viruses, worms or other disabling features will be excluded from the evaluation process.
- 3.5.2. Tenderers should lodge their tender in accordance with the requirements set out in this clause 3.5 and clause 3.6 for file format/s, naming conventions and file sizes. Failure to comply with any or all of these requirements may result in the tender not uploading successfully and/or may result in the tender being excluded from consideration.
- 3.5.3. The ATSB will accept tenders lodged in Microsoft Word 2003 (or above), Microsoft Excel 2003 (or above) or PDF format 7.0 (or above).
- 3.5.4. The tender file name/s should:
  - a) incorporate the Tenderer's company name;
  - b) reflect the various parts of the bid they represent, where the tender comprises multiple files;
  - c) not contain \ / : \* ? " < > | characters (check your files and re-name them if necessary); and
  - d) not exceed 100 characters.

### **3.6. Electronic Tender Files**

- 3.6.1. Electronically-lodged tender files:
  - a) should not exceed a combined file size that exceeds the Tenderer's technology platforms for data uploads;
  - b) should be uploaded from a high level directory on a Tenderer's desktop, so as not to impede the upload process; and
  - c) should be zipped (compressed) together for transmission to AusTender.

- 3.6.2. AusTender will accept up to a maximum of five files in any one upload of a tender. If an upload would otherwise exceed the Tenderer's technology platforms for data uploads, the Tenderer should lodge the tender in multiple smaller uploads ensuring and clearly identify each upload as part of the tender.
- 3.6.3. If a tender consists of multiple uploads, due to the number of files or file size, Tenderers must ensure that transmission of all files is completed before the Closing Time.
- 3.6.4. Tenders should be completely self-contained. No hyperlinked or other material may be incorporated by reference. Any supporting material not directly related to this RFT should be provided by CD-ROM which should be received by the Project Manager at the following address before 2:00pm on the second Business Day following the Closing Time:

Project Manager  
Operational Search for MH370  
Level 1, 62 Northbourne Avenue  
CANBERRA, ACT AUSTRALIA 2608.

- 3.6.5. Supporting material may not amend, enlarge or supplement the tender. Any material submitted that, in the reasonable opinion of the ATSB, does so will not be considered.

### **3.7. Scanned or Imaged Material, including Statutory Declarations**

- 3.7.1. Scanned images of signed and/or initialled pages within the tender, including Statutory Declarations and Deeds of Confidentiality, where they are required, are permitted so long as the total file size does not exceed the file sizes referred to in clause 3.6.1. Large material may be provided separately to the ATSB via CD-ROM in accordance with clause 3.6.4.
- 3.7.2. In the event that clarification is required, Tenderers may be required to courier or security post the originals of the signature and/or initialled pages to the Project Manager at the address specified in clause 3.6.4 within 2 Business Days of the Closing Time.

### **3.8. Late Lodgement Policy**

- 3.8.1. Any tender will be deemed to be late if it is not lodged in accordance with clause 3.1.
- 3.8.2. Late tenders will not be admitted for evaluation unless the lateness is solely due to mishandling by the ATSB. If a tender is late, the ATSB may request the Tenderer to provide evidence to assist it in making its decision as to whether or not the tender should be admitted for evaluation. The ATSB's decision to consider a late tender or to exclude it from consideration is final.

### **3.9. Late Tenders, Incomplete Tenders and Corrupted Files**

- 3.9.1. Any attempt to lodge a tender after the Closing Time will not be permitted by AusTender. Such a tender will be a late tender.
- 3.9.2. Where a tender lodgement consists of multiple uploads, due to the number and/or size of the files, Tenderers must ensure that transmission of all files is completed and receipted before the Closing Time.
- 3.9.3. Late tenders, incomplete tenders, including those with electronic files that cannot be read or decrypted, tenders which the ATSB reasonably believes to potentially contain any virus, malicious code or anything else that might compromise the integrity or

security of AusTender and/or the ATSB's computing environment, will be excluded from evaluation.

### **3.10. Proof of Lodgement**

- 3.10.1. When an electronic tender lodgement is successfully completed, an official receipt is provided on screen. The on-screen receipt will record the time and date the tender was received by AusTender and will be conclusive evidence of successful lodgement of that tender. It is essential that Tenderers save and print this receipt as proof of lodgement. A separate email confirming receipt of the tender will also be automatically dispatched to the email address of the registered user whose details were recorded at login.
- 3.10.2. Failure to receive an on-screen receipt following an electronic lodgement means that lodgement has not completed successfully. Where no receipt has been issued by AusTender, the attempted lodgement will be deemed to have been unsuccessful. Tenderers should refer to clauses 3.2.1 and 3.2.4.

### **3.11. AusTender Security**

- 3.11.1. Tenderers acknowledge that although the Commonwealth has implemented the security measures described on AusTender, the Commonwealth does not warrant that unauthorised access to information and data transmitted via the Internet will not occur.
- 3.11.2. Tenderers acknowledge that:
- a) lodgement of their tender on time and in accordance with these conditions of tender is entirely their responsibility; and
  - b) the ATSB will not be liable for any loss, damage, costs or expenses incurred by Tenderers or any other person if, for any reason, a tender or any other material or communication relevant to this RFT, is not received on time, is corrupted or altered or otherwise is not received as sent, cannot be read or decrypted, or has its security or integrity compromised.

## **4. After lodging the tender**

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### **4.1. Correcting tenders or providing additional information**

- 4.1.1. If, after lodgement, a Tenderer becomes aware of any discrepancy, error or omission in its tender, it may submit a correction or provide additional information. The correction or additional information must be provided by the Closing Time by lodging it electronically using AusTender (unless otherwise approved in writing by the Commonwealth).

### **4.2. Tender validity period**

- 4.2.1. In lodging a tender, the Tenderer acknowledges that its tender remains valid and open for acceptance by the ATSB for a period of ninety (90) days from Closing Time.

### **4.3. Publicity**

- 4.3.1. Without limiting any obligation imposed on the Tenderer in any agreement with ATSB concerning this tender process, Tenderers must not make any statement or issue any document or other written or printed material via any form of media concerning:
- a) the participation in this tender process by the tenderer or any other person; or
  - b) the entering into any contract in response to this RFT.

## 5. Evaluation of Tenders

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### 5.1. Evaluation Methodology

- 5.1.1. The objective of the evaluation is to identify the Tenderer which meets the ATSB's requirements and represents the best value for money.

### 5.2. Step 1 - Screening

- 5.2.1. The ATSB will screen all tenders received for completeness, unintentional errors of form, clarity and compliance with this RFT.
- 5.2.2. If the ATSB considers that there are unintentional errors of form in a Tender, the ATSB may request the Tenderer to correct or clarify the error, but the ATSB will not permit any material alteration or addition to the Tender.
- 5.2.3. The ATSB will exclude a tender from consideration if:
- a) subject to clause 3.1, the tender is lodged after the Closing Time;
  - b) the tender does not satisfy the Minimum Content and Format Requirements;
  - c) the tender includes electronic files that cannot be read or decrypted;
  - d) the tender is found to contain a virus, worm or other disabling feature;
  - e) the ATSB believes the tender potentially contains any virus, worm, malicious code, disabling feature or anything else that might compromise the integrity or security of AusTender or the ATSB's computing environment;
- 5.2.4. The ATSB may at any time exclude a tender from consideration if:
- a) the tender is incomplete;
  - b) prices are not clearly and legibly stated;
  - c) the Tenderer or tender does not comply with this RFT;
  - d) the tender is clearly uncompetitive when compared with the other tenders received;
  - e) the tender is rated unsuitable or unsatisfactory against one or more of the Evaluation Criteria; or
  - f) the Tenderer does not substantially comply with the Draft Contract.

### 5.3. Step 2 – Evaluating Remaining Tenderers

- 5.3.1. Tenders will be assessed on the basis of value for money through the application of the Evaluation Criteria. Value for money is a comprehensive assessment that takes into account both price and the value represented by the assessment of capability and capacity, in the context of the risk profile presented by each tender.

- 5.3.2. The Evaluation Criteria are set out in the following table:

<p><b>Criteria 1 – Technical Capability</b></p>
<p>Technical capability will be assessed against the Statement of Requirements in Schedule 1.</p>
<p><b>Criteria 2 - Price</b></p>
<p>Tendered rates and other pricing, including total cost to the ATSB.</p>

### **Criteria 3 - Risk**

Any risks inherent in the tender. For example:

- the Tenderer's financial viability;
- any actual or perceived conflict of interest;
- level of compliance with this RFT (including the Draft Contract);
- adequacy of insurance proposed by the Tenderer;
- compliance with KPIs; and
- matters related to the above, for Personnel/Subcontractors.

5.3.3. Tenders will be evaluated using the following approach:

- a) assessment of the technical worth of tenders using Evaluation Criteria 1 (Technical Capability);
- b) financial assessment of tendered prices; and
- c) assessment of best value for money by a comparison of technical worth as against tendered prices and risks associated with tenders.

5.3.4. The ATSB is not obliged to accept the lowest priced tender. Value for money involves assessing various factors over the entire procurement cycle.

5.3.5. The ATSB may use information provided by a Tenderer in response to an Evaluation Criterion in considering any other Evaluation Criterion.

5.3.6. Tenderers are to note that depending on the timeframes during which the tender process progresses, the ATSB may conduct some or all of the activities described in clauses 5.2 and 5.3 in parallel. Tenderers acknowledge and agree that the screening of tenders as described in clause 5.2 is an ongoing process and the ATSB may decide to exclude Tenderers in accordance with clause 5.2 during the detailed evaluation process.

### **5.4. Clarification, Short-listing and Negotiations**

5.4.1. The ATSB, in its absolute discretion, may:

- a) use any relevant information obtained in relation to a tender (through this RFT or by independent inquiry) in the evaluation of tenders;
- b) enter into negotiations or discussions with any one or more Tenderers; and
- c) seek clarification or additional information from any Tenderer.

5.4.2. Without limiting clause 5.4.1, during the negotiations the ATSB may engage in detailed discussions with the goal of maximising the benefits to the ATSB, as measured using the Evaluation Criteria.

5.4.3. The ATSB may shortlist Tenderers at any time during the evaluation process. If it does so, shortlisted Tenderers will be advised accordingly, and short listed Tenderers may be invited to provide further information, including by:

- a) giving a presentation;

- b) facilitating a site visit by ATSB;
- c) participating in an interview;
- d) providing samples; and
- e) submitting best and final offers.

5.4.4. Without limiting its other rights under the RFT, if in the ATSB's view during final negotiations the successful Tenderer has retracted, or attempts to retract, agreements under which material business, financial, technical and legal issues were resolved during negotiations or parallel negotiations, the ATSB may reject the successful Tenderer's tender, discontinue negotiations with that Tenderer, re-enter negotiations or parallel negotiations with other Tenderers (including or excluding the successful Tenderer), and exercise any other right the ATSB has under this RFT, at law or otherwise.

## **5.5. Debriefing of Unsuccessful Tenderers**

5.5.1. The ATSB will, on request, arrange for a debriefing of unsuccessful Tenderers.

## **5.6. Security, Probity and Financial Checks**

5.6.1. The ATSB may perform such security, probity and financial investigations and procedures as the ATSB may determine are necessary in relation to any Tenderer, its employees, officers, partners, associates, subcontractors or related entities including consortium members and their officers, employees and subcontractors.

5.6.2. A tender may be rejected by the ATSB if the Tenderer does not provide, at its cost, all reasonable assistance to the ATSB in this regard.

## **5.7. Execution of formal agreement**

5.7.1. Nothing in this RFT, or the submission of any tender in response to it, or any conduct or statement whether before or after the issue of this RFT constitutes a contract, express or implied, with the ATSB. The ATSB intends that no contract will be formed unless and until the ATSB signs a formal contract with a preferred Tenderer.

5.7.2. The ATSB will require the execution of a formal contract and a preferred Tenderer must, within seven days after being required in writing by the ATSB to do so, execute such a contract based on the Draft Contract.

## **6. General conditions**

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### **6.1. Variation and Termination of the RFT**

6.1.1. The ATSB may, at its absolute discretion:

- a) amend this RFT, including by extending the Closing Time, or amending the Draft Contract or the ATSB's requirements by giving written notice to Tenderers (where possible) and advertising the changes on AusTender;
- b) vary the RFT process;
- c) suspend, terminate or abandon the RFT process in whole or in part where in the opinion of the ATSB:
  - i) that is in the public interest;
  - ii) no Tenderer meets the Minimum Content and Format Requirements;

- iii) no Tenderer is fully capable of undertaking the Contract; or
  - iv) no tender represents value for money; and
- d) reject any Tenderer from the RFT process at any time where in the opinion of the ATSB:
  - i) that is in the public interest;
  - ii) that Tenderer does not meet the Minimum Content and Format Requirements;
  - iii) that Tenderer is not fully capable of undertaking the Contract;
  - iv) this RFT otherwise allows for the exclusion of a Tenderer; or
  - v) that Tenderer submits a tender that does not represent value for money.

## **6.2. The ATSB's Confidential Information**

6.2.1. Without limiting the Deed of Confidentiality, each Tenderer must:

- a) keep confidential, and not disclose, any ATSB Confidential Information to any person; and
- b) ensure that all of its employees, agents and sub-contractors do not, either directly or indirectly, record, divulge or communicate to any person any ATSB Confidential Information,

except for the sole purpose of considering and responding to this RFT.

6.2.2. ATSB reserves the right to require Tenderers to submit deeds of confidentiality before ATSB releases such information. A failure to provide such deeds in the form required by ATSB may result in a Tenderer not receiving that information.

## **6.3. Tenderer's Confidential Information**

6.3.1. Each Tenderer acknowledges that the ATSB operates within a governance and public accountability framework established under legislation which requires the ATSB to minimise the amount of information that is subject to confidentiality requirements. The ATSB may agree to keep confidential any specific information provided under, or in connection with, the Contract where it is appropriate to do so having regard to the matters covered by the Commonwealth's Guidance on Confidentiality of Contractors' Commercial Information.

6.3.2. The ATSB will keep confidential any Tenderer Confidential Information provided to the ATSB by Tenderers prior to the award of the Contract and, in respect of unsuccessful Tenderers, after the Contract is awarded.

6.3.3. Notwithstanding clause 6.3.1 the ATSB may disclose Tenderer Confidential Information:

- a) to ATSB's advisers, officers, employees or subcontractors, solely in order to conduct the RFT process or manage any resulting Contract;
- b) to the ATSB's internal management personnel, solely to enable effective management or auditing of the RFT process or any resulting Contract;
- c) to the responsible Minister, any other Minister of the Australian Government, or any other Government involved in the search for MH370;

- d) to a House or a Committee of the Parliament of the Commonwealth, in response to a request by that House or Committee;
  - e) to other Commonwealth entities and agencies, for the purpose of the Commonwealth's legitimate interests including for audit purposes; and
  - f) otherwise in accordance with this RFT, including clauses 6.4, d) and 6.6.
- 6.3.4. To enable the ATSB to consider whether it agrees to keep the successful Tenderer's Tenderer Confidential Information confidential after the Contract is awarded, Tenderers should include in their tender any request that their Tenderer Confidential Information be treated as confidential following the awarding of the Contract to it, specifying the information and giving reasons why it is necessary to keep the information confidential.
- 6.3.5. The ATSB will consider any request made under clause 6.3.4 and will inform the Tenderer whether or not the ATSB, in its absolute discretion, agrees to the request and the terms under which it agrees.
- 6.3.6. The terms of any agreement will form part of the Contract to be awarded at the completion of the RFT process.
- 6.4. Permitted disclosures**
- 6.4.1. Nothing in clauses 6.2 or 6.3 prevent the ATSB or a Tenderer from disclosing Confidential Information where:
- a) the disclosure is authorised or required by law;
  - b) the disclosure is with the written consent of the person to whom the obligation of confidentiality is owed;
  - c) the information is disclosed in order to respond to a request or direction of a house of Parliament, or a request by a committee, of a Parliament of the Commonwealth, for information; or
  - d) is in the public domain otherwise than due to a breach of this clause.
- 6.5. Freedom of Information**
- 6.5.1. Tenderers should be aware that the ATSB is subject to the operation of the *Freedom of Information Act 1982* (Cth), which generally allows public access to certain Government documents in the possession of a Commonwealth government agency. That Act also provides avenues for submissions to be made that particular information about the business, commercial or financial affairs of an entity or undertaking should not be disclosed.
- 6.6. The ATSB's reporting requirements**
- 6.6.1. Tenderers should be aware that, in order to enhance transparency, the ATSB must make available on request, the names of any sub-contractor engaged by a successful Tenderer to deliver the goods and/or services specified in the Statement of Requirements. Consequently, Tenderers must agree to:
- a) the public disclosure of the names of any sub-contractors engaged to perform services or deliver goods in relation to the Statement of Requirements; and
  - b) inform relevant sub-contractors that the sub-contractors performance of services or delivery of goods in relation to the Statement of Requirements may be publicly disclosed.



- 6.6.2. The ATSB is obliged to report, through various mechanisms, information about the Contract. This includes for instance, the ATSB's obligations with respect to:
- a) the Senate Order on Departmental and Agency Contracts (in relation to Contracts with a consideration of \$100,000 or more). Further information on this obligation can be found at the Department of Finance's website at [http://www.finance.gov.au/ctc/toolkits/listing\\_contract\\_details\\_on\\_the\\_Internet/listing\\_of\\_contract\\_details\\_on.html](http://www.finance.gov.au/ctc/toolkits/listing_contract_details_on_the_Internet/listing_of_contract_details_on.html);
  - b) contracts with an estimated value of \$10,000 or more in line with the requirements set out in the Commonwealth Procurement Rules Guidance on Procurement Publishing Obligations; and
  - c) its other reporting and disclosure obligations (including annual reporting requirements, disclosure to Parliament and its Committees and so on).

## **6.7. Ethical Dealing**

- 6.7.1. The ATSB has engaged an independent adviser to advise it on probity issues arising in connection with this RFT process. The ATSB's policy is to engage in the highest standards of ethical behaviour and fair dealing throughout the RFT process. The ATSB requires the same standards from those with whom it deals.
- 6.7.2. Tenders must not:
- a) seek improper assistance of the ATSB's current or former employees; and
  - b) use any information improperly obtained or in breach of an obligation of confidentiality.
- 6.7.3. The Tenderer must not:
- a) engage in misleading or deceptive conduct in relation to the RFT process;
  - b) engage in any collusive tendering, anti-competitive conduct, or any other unlawful or unethical conduct with any other Tenderer, or any other person in connection with the RFT process; or
  - c) attempt to influence improperly any officer, employee or agent of the ATSB, or violate any applicable laws or ATSB policies regarding the offering of inducements in connection with the RFT process.
- 6.7.4. The ATSB may exclude from consideration any tender lodged by a Tenderer who, in the ATSB's reasonable opinion, has engaged in any behaviour contrary to clause 6.7 in relation to the RFT process.
- 6.7.5. To enable the ATSB to confirm the Tenderer's compliance with the clauses on ethical dealing, the Tenderer must complete the attached Statutory Declaration at Attachment 2 of this RFT in the form it is provided, and include it as part of their tender.

## **6.8. Conflicts of Interest**

- 6.8.1. Tenderers should not, and must ensure that their officers, employees, agents and advisers do not, place themselves in a position that may or does give risk to an actual, potential or perceived Conflict of Interest between themselves and the ATSB during this RFT process. A Conflict of Interest may arise where there is an affiliation or interest that might prejudice, or be seen to prejudice, a person's impartiality.

6.8.2. If a Conflict of Interest arises at any time during the RFT process, the Tenderer must immediately notify the ATSB in writing. In the event of a Conflict of Interest, the ATSB may in its absolute discretion, do any or all of the following:

- a) enter into discussions to seek to resolve the Conflict of Interest;
- b) reject the tender lodged by the Tenderer; or
- c) take any other action it considers appropriate.

#### **6.9. Application of Law and Commonwealth Policy**

6.9.1. Each tenderer must comply with all relevant laws and Commonwealth policy in preparing and lodging its tender and taking part in the RFT process.

6.9.2. Tenderers' attention is drawn to the obligations under Part 4 of the *Charter of United Nations Act 1945 (Cth)* and the *Charter of United Nations (Terrorism and Dealing with Assets) Regulations 2008*. These laws require any person who holds assets or funds belonging to a person or organisation on the list of persons and entities designated as terrorists to immediately freeze those assets. It is an offence to make any funds or assets available to a person or organisation on the list. The ATSB will exclude the tender of Tenderer on this list from further consideration. The list and more information are available at [http://www.dfat.gov.au/icat/freezing\\_terrorist\\_assets.html](http://www.dfat.gov.au/icat/freezing_terrorist_assets.html).

#### **6.10. Australian National Audit Office**

6.10.1. Tenderers should be aware of the provisions of the *Auditor-General Act 1997 (Cth)*, which provide the Auditor-General or an authorised person, with a right to have, at all reasonable times, access to information, documents and records.

6.10.2. In addition to the Auditor-General's powers under the *Auditor-General Act 1997 (Cth)*, if the Tenderer is chosen to enter into a Contract, the Tenderer will be required to provide the Auditor-General or an authorised person, with access to information, documents, records and the ATSB's assets, including those on the Tenderer's premises. This will be required at reasonable times on giving reasonable notice for the purpose of carrying out the Auditor-General's functions and will be restricted to information and assets which are in the custody or control of the Tenderer, its employees, agents or subcontractors, and which are related to the Contract. Such access will apply for the term of the Contract and for a period of 7 years from the date of expiration or termination.

6.10.3. Tenderers should obtain, and will be deemed to have obtained, independent advice on the effect of the *Auditor-General Act 1997 (Cth)* on their participation in the RFT.

#### **6.11. Tenderers to Inform Themselves**

6.11.1. Each Tenderer must:

- a) examine this RFT, any documents referred to in this RFT and any other information made available by the ATSB to Tenderers for the purpose of tendering;
- b) examine all further information relevant to the risks, contingencies, and other circumstances having an effect on its tender which can be obtained by the making of reasonable inquiries;
- c) satisfy itself as to the correctness and sufficiency of its tender including tendered prices;

- d) obtain independent advice on the effect of all relevant legislation on their participation in the RFT; and
- e) satisfy itself as to the terms and conditions of the Draft Contract and its ability to comply with those terms and conditions.

6.11.2. Each Tenderer must:

- a) not rely on any representation, letter, document or arrangement, whether oral or in writing, or other conduct as adding to or amending these conditions other than amendments in accordance with clauses 3.1.4 or 6.1;
- b) not rely upon any warranty or representation made by or on behalf of the ATSB, except as expressly provided for in this RFT; and
- c) rely entirely upon its own inquiries and inspection in respect of the subject of its tender.

6.11.3. The ATSB will not be responsible for any costs or expenses incurred by the Tenderer in complying with the requirements of this RFT.

**6.12. No contractual obligations**

6.12.1. Neither this RFT nor the tender gives rise to contractual obligations between the ATSB and the Tenderer.

**6.13. Tenderer to bear own costs**

6.13.1. All expenses and costs incurred by a tenderer in connection with this RFT, including preparing and lodging a tender, providing the ATSB with further information, giving presentations, attending interviews and participating in any subsequent negotiations, are the sole responsibility of the tenderer.

**6.14. Disclaimer**

6.14.1. The ATSB will not be liable to the Tenderer on the basis of any: promissory estoppel, quantum meruit or other contractual, quasi contractual or equitable or restitutionary grounds whatsoever, or in negligence, as a consequence of any matter relating or incidental to the Tenderer's participation in this RFT process, including instances where:

- a) the Tenderer is not invited to participate in any subsequent process following completion of this RFT process;
- b) the ATSB varies or terminates the RFT process;
- c) the ATSB decides not to contract for all or any of the services; or
- d) the ATSB exercises or fails to exercise any of its rights or obligations under or in relation to this RFT.

**6.15. Ownership of RFT**

6.15.1. All documents comprising this RFT remain the property of the ATSB. Each tenderer is permitted to use them for the purpose only of compiling a tender and, where relevant, negotiating the terms of an agreement with the ATSB.

6.15.2. All copyright and other intellectual property rights contained in this RFT are and remain vested in the ATSB and any third party who has given the ATSB permission to incorporate them in this RFT.

## **6.16. Ownership tenders**

- 6.16.1. All tenders submitted in response to this RFT will become the property of the ATSB.
- 6.16.2. Intellectual property owned by the Tenderer or third parties in material contained in the tender will not pass to the ATSB with physical property in the tenders. However, the ATSB may use, reproduce and circulate on a royalty free, perpetual and irrevocable basis any material contained in the tender, or provided by the Tenderer in response to this RFT, to the extent necessary to conduct the RFT process and in the preparation of any resultant Contract.

## **7. ATSB's rights**

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- 7.1.1. Without limiting its rights at law or otherwise, ATSB may:
- a) amend this RFT, including the Draft Contract;
  - b) suspend, defer, vary or discontinue the RFT process (including during negotiations);
  - c) exclude any Tenderer if the ATSB becomes aware that the Tenderer:
    - i) is or becomes bankrupt or insolvent (whichever is applicable);
    - ii) has made false declarations in documents that relate to this RFT including the tender response form; or
    - iii) has failed to meet any substantive requirement or perform any substantive obligation under any contract with the Commonwealth of Australia;
  - d) determine at any stage, a shortlist of Tenderers;
  - e) before final selection (with or without short listing) enter into negotiations with one or more Tenderers (including parallel negotiations with more than one Tenderer or negotiations with all Tenderers without short listing);
  - f) discontinue negotiations with any Tenderer at any time for any reason;
  - g) require additional information or clarification from any Tenderer or anyone else;
  - h) provide additional information or clarification to Tenderers;
  - i) negotiate with any person who is not a Tenderer and enter into a contract with that person on such terms as the ATSB in its absolute discretion accepts;
  - j) add to, alter, delete or exclude the ATSB's technical requirements;
  - k) request revised pricing information from any one or more Tenderer at any time, including to address changes to the Statement of Requirements;
  - l) publish or disclose the names of Tenderers (whether successful or unsuccessful);
  - m) communicate with any consortium member or subcontractor identified by a tenderer in their tender;
  - n) allow or not allow a related body corporate or other entity to take over a tender in substitution for the original Tenderer;
  - o) change the structure and timing of the RFT process;

- p) vary or extend any time or date in this RFT at any time and for such period as the ATSB in its absolute discretion considers appropriate;
- q) vary any of the terms or conditions of the contract to be entered into as a result of this RFT during negotiations with any Tenderer; or
- r) enter into any contractual arrangements or other arrangements which will best meet the ATSB's needs.

## 7.2. Governing Law

- 7.2.1. The governing law of the Australian Capital Territory, Australia, applies to the RFT. The courts of the Australian Capital Territory, Australia, have non-exclusive jurisdiction to decide any matter arising out of this RFT.

## 8. Interpretation of RFT

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### 8.1. Definitions

- 8.1.1. In this RFT, unless the contrary intention appears:

**ATSB** means the Commonwealth of Australia, represented by and acting through the Australian Transport Safety Bureau;

**ATSB Confidential Information** means any information, irrespective of its form, relating to:

- (a) any information that ATSB provides to the Tenderer:
  - (i) is by its nature confidential;
  - (ii) is designated by ATSB as confidential; or
  - (iii) the Tenderer knows or ought to know is confidential;
- (b) but does not include information which:
- (c) is or becomes public knowledge of the Tenderer other than by breach of the Tenderer's confidentiality obligations; or
- (d) has been independently developed or acquired by the Tenderer.

**AusTender** means the Commonwealth's procurement information system, located at [www.tenders.gov.au](http://www.tenders.gov.au);

**AusTender Help Desk** has the meaning given in clause 1.6.6;

**Business Day** means a day that is not a Saturday, Sunday or public holiday in the Australian Capital Territory;

**Closing Time** means the time and date specified in on the front page of this RFT, as amended in accordance with clause 3.1.4 or by any addendum (if any) in accordance with clause 6.1.1(a);

**Commonwealth** means the Commonwealth of Australia;

**Conflict of Interest** means any matter, circumstance, interest, or activity affecting the Tenderer (including the officers, employees, agents and subcontractors of the Tenderer) which may, or may appear to, impair the ability of the Tenderer to provide the requirements to the ATSB diligently and independently;

**Contract** means the services agreement to be entered into with the successful Tenderer (or Tenderers) substantially in the form of the Draft Contract, as amended from time to time, and any other documents expressly identified as forming part of the Contract;

**Contractor** means the successful Tenderer (or Tenderers) on **entering** into the Contract with the ATSB;

**Deed of Confidentiality** means the deed of confidentiality signed by each Tenderer prior to receiving this RFT.

**Draft Contract** means the draft services agreement set out in Schedule 2 of this RFT;

**Evaluation Criteria** means the criteria set out in clause 5.3.2;

**MH370** means the Boeing 777 aircraft operated as Malaysia Airlines Flight 370, believed to have gone missing in the Indian Ocean on 8 March 2014, including any:

- (a) wreckage or parts of the aircraft;
- (b) cargo, stores, luggage or other items carried on board the aircraft; and
- (c) human remains from persons on board the aircraft.

**Minimum Content and Format Requirements** means the criteria that the tender must meet to be eligible for further consideration in the procurement process. The Minimum Content and Format Requirements are included at clause 2.1.3 of this RFT;

**RFT** means this request for tender, including the Draft Contract;

**Search Area** means the area depicted in the attachment to the SOR;

**Statement of Requirements** means the statement of requirements set out in Schedule 1;

**SOR** means the Statement of Requirements;

**Tenderer** includes a prospective tenderer;

**Tenderer Confidential Information** means information that:

- (a) is by its nature confidential; or
- (b) the ATSB knows or ought to know is confidential;

but does not include information which:

- (c) is or becomes public knowledge of the ATSB other than by breach of the ATSB's confidentiality obligations; or
- (d) has been independently developed or acquired by the ATSB.

# Schedule 1 - Statement of Requirements

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## **BACKGROUND:**

On 8 March 2014, a Boeing 777 aircraft, operated as Malaysia Airlines Flight 370, carrying 12 Malaysian crew members and 227 passengers, disappeared during a flight from Kuala Lumpur to Beijing (MH370).

Through the analysis of available satellite, radar and other data, it has been determined that MH370 is likely to be in the southern Indian Ocean within Australia's search and rescue zone.

In accordance with Annex 13 to the Convention on International Civil Aviation (the Chicago Convention), Malaysia, as the State of registry for the aircraft, is the State conducting the investigation into the occurrence involving the disappearance of MH370. In accordance with the provisions of Annex 13, Australia as the State closest to the likely location of MH370, has offered its continuing assistance.

It has been decided between Malaysia and Australia, that Australia will lead the search for MH370. This arrangement includes Australia contracting the commercial services required to undertake the search operation.

The Australian Transport Safety Bureau (ATSB) is the Australian agency responsible for the seafloor search. The ATSB is seeking to contract services in accordance with the Statement of Requirements to:

- A. search for and locate MH370 within the defined Search Area on the sea floor;
- B. if located, map and obtain optical imaging (photograph or video) of the aircraft debris field.

## **ATSB SUPPLIED INFORMATION:**

The ATSB advises that the Search Area will be an area up to 60 000 km<sup>2</sup> in the Southern Indian Ocean. Further work is being done to refine the Search Area. As soon the information about its location is confirmed and verified, it will be made available to the Tenderers and the public. At this time the ATSB is providing a map in the Attachment to this Statement of Requirements, showing an arc along which the Search Area will be located.

The ATSB is separately sourcing services to complete bathymetric surveying of the Search Area. Some bathymetric information may be provided to the Tenderers if it becomes available during the Tender. Full Bathymetric information for the Search Area will be progressively made available to the preferred Contractor.

#### STATEMENT OF REQUIREMENT DESCRIPTORS:

<i>Descriptor</i>	<i>Meaning</i>
<i>Critical</i>	<i>Requirements described as Critical are extremely important to the solution being sought. It is expected that tenderers will address these requirements to an extremely high standard ensuring that all claims are substantiated. Any failure to address these requirements may result in the tender being non-preferred.</i>
<i>Most Important</i>	<i>Requirements described as Most Important are integral to the solution being sought. It is expected that tenderers will address these requirements to a very high standard ensuring that all claims are substantiated. Any failure to address these requirements may result in the tender being non-preferred.</i>
<i>Highly Desirable</i>	<i>Requirements described as Highly Desirable are important to the solution and should be highly regarded but they may not be integral or critical to the overall solution. Any failure to address these requirements will greatly diminish the potential scoring ability of the tender overall.</i>
<i>Desirable</i>	<i>Requirements described as Desirable are an expressed wish or request that the ATSB has a preference for obtaining within the solution but the solution could be acceptable and/or sound without the particular elements. Any failure to address these requirements may diminish the potential scoring ability of the tender overall.</i>



REQUIREMENT	Requirement Descriptor	Tenderer should provide information that demonstrates its technical capability to provide the Services, having particular regard to the points in this column for the corresponding Statement of Requirement	Advise where in the proposed Statement of Work this information can be found.
<b>1. STATEMENT OF WORK</b>			
1.1 The Contractor will provide the Services in accordance with a Statement of Work (SOW) addressing this Statement of Requirements (SOR).	Critical	<p>The Tenderer should submit a proposed SOW which addresses this SOR and includes proposed search methodology and plans.</p> <p>Tenderers should detail their understanding of the purpose for which the Services are being provided, particularly with regard to the families of persons on board MH370 and with regard to improving the future of aviation safety.</p> <p>The SOW proposed by the Tenderer will be used during Contract negotiations to draft an agreed SOW for Schedule 2 of the Draft Contract.</p> <p>Tenderers should have regard to the Draft Contract when drafting the SOW, ensuring the Tenderer uses terminology consistent with the Draft Contract. The Tenderer should ensure provisions in the Draft Contract referring to the SOW are</p>	

REQUIREMENT	Requirement Descriptor	Tenderer should provide information that demonstrates its technical capability to provide the Services, having particular regard to the points in this column for the corresponding Statement of Requirement addressed.	Advise where in the proposed Statement of Work this information can be found.
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## 2. TENDERER'S EXPERIENCE

2.1	The Contractor will provide an outline of their previous experience in undertaking services that are similar or relevant to the Services.	Highly Desirable	The Tenderer should submit a record of previous contracts undertaken by the tenderer in search operations and its ability to co-ordinate a large scale multi Vessel operation.
2.2	The Contractor to nominate the personnel who will run the operation and the roles they may play along with previous record and experience of undertaking these roles.	Most Important	<p>Tenderer should nominate their management structure. Tenderer should provide details of the qualifications and experience of personnel running the operation, including project manager, subsurface search equipment operators, data analysts, masters and officers of vessels.</p> <p>The tenderers should advise which personnel will be Key Personnel, consistent with the Draft Contract.</p> <p>Note: The information provided will be relevant as Acceptance Criteria for the purposes of the Draft</p>

REQUIREMENT		Requirement Descriptor	Tenderer should provide information that demonstrates its technical capability to provide the Services, having particular regard to the points in this column for the corresponding Statement of Requirement Contract.	Advise where in the proposed Statement of Work this information can be found.
2.3	The Contractor to provide two referees for evidence and record of the Contractor's prior experience in a similar operation.	Highly Desirable	Tenderers should provide an outline of the previous operations and contact names, email addresses and telephone numbers of two applicable referees.	
<b>3. SCOPE OF WORK/METHOD</b>				
3.1	The Contractor will commence the search for MH370 in the Search Area as soon as possible, but no later than one month after signing the contract.	Most Important	Tenderer should advise the date by which the search in the Search Area can commence. Tenderer should provide a mobilisation plan (see item 11.1 of this SOR).	
3.2	The Contractor will be able to complete a search of the entire Search Area within 300 days of commencement of the search.	Most Important	Tenderer should provide information about the method to be used to search the Search Area within the timeframe, including expected coverage, on average, per day. The tenderer will have to allow for such things as weather, vessel port calls	

REQUIREMENT		Requirement Descriptor	Tenderer should provide information that demonstrates its technical capability to provide the Services, having particular regard to the points in this column for the corresponding Statement of Requirement	Advise where in the proposed Statement of Work this information can be found.
			and equipment downtime for maintenance. The tenderer will provide information as to how scheduling for these will be planned and managed. The tenderer should provide an explanation of how the process will ensure that all areas in the Search Area will be searched. Tenderer should provide information as to how their assets will be organised and managed to complete the search of the Search Area within the timeframe.	
3.3	The Contractor will be able to positively identify MH370 in whole or in part.	Critical	Tenderer should provide information as to its proposed assets and method for positively identifying MH370 in whole or in part.	
3.4	The Contractor will be able to map the wreckage field.	Critical	Tenderer should provide information as to its proposed assets and method for mapping the wreckage field.	
3.5	The Contractor will be able to obtain imaging of MH370 (in whole or in part) which will allow assessment to be made	Critical	Tenderer should provide information as to its proposed assets and method for obtaining imaging which will allow	

REQUIREMENT	Requirement Descriptor	Tenderer should provide information that demonstrates its technical capability to provide the Services, having particular regard to the points in this column for the corresponding Statement of Requirement	Advise where in the proposed Statement of Work this information can be found.
<p>about any future recovery of:</p> <ul style="list-style-type: none"> <li>(a) Human remains;</li> <li>(b) Cockpit Voice Recorder and Flight Data Recorder; and</li> <li>(c) Significant components of the aircraft or cargo specified in consultation with Australian and Malaysian authorities which may be relevant to an investigation.</li> </ul>		for assessments to be made about any future recovery activity.	
3.6 During the search, identification, mapping and obtaining imaging, the Contractor will provide information and reports regularly to the ATSB on the Australian mainland (see Part 14 of this Statement of Requirements).	Critical	Tenderer should, in their methodology, detail how they intend to transfer information to the ATSB. The method should take into account costs and capabilities of equipment while ensuring the Commonwealth is able to receive the information in a timely manner.	
3.7 The Contractor will respond to priority search requirements (Search Zones), determined by the ATSB, including the order in which Search Zones within the Search Area are covered.	Critical	Search Zones within the Search Areas will be prioritised by the ATSB. Tenderer should include in their SOW, planning and methods to allow the ATSB to provide direction with respect to prioritised Search Zones. Tenderers should take into account	

REQUIREMENT	Requirement Descriptor	Tenderer should provide information that demonstrates its technical capability to provide the Services, having particular regard to the points in this column for the corresponding Statement of Requirement	Advise where in the proposed Statement of Work this information can be found.
		that while it is expected that ATSB representatives will be on board the Vessel(s), the directions will come from ATSB officers based in Canberra Australia.	
<p>3.8 Prior to reaching the Search Area, the Contractor will perform a full equipment sea-trial demonstrating equipment to be used during the search. This includes all deck operations, Subsurface Equipment, and data analysis. All equipment shall be operational with a high level of confidence in its condition. A full functioning test to a depth of at least 300 metres will be needed to ensure the equipment's operational integrity and demonstrate the personnel and data collection methods to be used.</p> <p>A suitable test site with similar bottom conditions to the Search Area, along with potential man-made objects may be included in this sea-trial as part of the equipment and methodology verification test.</p>	Critical	Tenderers should devise a test in the SOW to demonstrate its capabilities, as set out in this SOR, to the satisfaction of the ATSB.	

REQUIREMENT		Requirement Descriptor	Tenderer should provide information that demonstrates its technical capability to provide the Services, having particular regard to the points in this column for the corresponding Statement of Requirement	Advise where in the proposed Statement of Work this information can be found.
<b>4. ORGANISATIONAL STRUCTURE FOR THE DELIVERY OF THE SERVICES</b>				
4.1	The Contractor will provide, coordinate and be responsible for all Vessels, Equipment, Contractor Personnel, providing the Services, logistics, consumables, analysing and ensuring the quality of the Search Data, and providing Deliverables to the ATSB.	Critical	Tenderer should describe their systems for search and asset coordination, (including personnel) and management and logistical support structures.  Have regard to Part 10 of this SOR 'Organisational Systems'.	
4.2	Where the Contractor requires subcontractors to provide the Services , the Contractor will contract and manage the subcontracts to provide the Services.	Most important	Tenderer should provide details of any proposed subcontractors. Where a subcontractor will be used to provide any part of the Services this should be indicated, addressing the subcontractor's capability and capacity as part of the Tenderers response.  Have regard to 11.6 of this SOR.	
<b>5. VESSELS</b>				
<i>Note: The information provided may be relevant as Acceptance Criteria for the purposes of the Draft Contract.</i>				
5.1	The Contractor will conduct the search using search Vessel(s) and support vessels capable of:		Tenderer should provide the details of vessels to be used as part of the Tenderer's search method.	

REQUIREMENT	Requirement Descriptor	Tenderer should provide information that demonstrates its technical capability to provide the Services, having particular regard to the points in this column for the corresponding Statement of Requirement	Advise where in the proposed Statement of Work this information can be found.
		<p>Information provided should allow completion of the details in Schedule 3 of the Draft Contract for each Vessel. Provide details of the condition of the Vessel(s) and how they will be maintained while providing the services.</p> <p>The tenderers should advise which Vessels will be Key Vessels, consistent with the Draft Contract.</p>	
a. operating in the Search Area with the variety of weather and sea conditions that are usually present in that part of the Indian Ocean over a 12 month period;	Highly Desirable	Tenderer should provide the details of the Vessel(s) capabilities in a variety of weather conditions and sea states. Provide details of plans for Vessels in cases of adverse weather and arrangements to assess and plan for forecast bad weather.	
b. carrying and operating the equipment necessary to carry out the search in accordance with this Statement of Requirements;	Most Important	Tenderer to provide details of the equipment each Vessel will have on board as part of the Contractor's search method. Provide details of how the equipment, including spares, will be stored (including details of	



REQUIREMENT		Requirement Descriptor	Tenderer should provide information that demonstrates its technical capability to provide the Services, having particular regard to the points in this column for the corresponding Statement of Requirement	Advise where in the proposed Statement of Work this information can be found.
			space), and how the equipment will be maintained and deployed.	
c.	accommodating the personnel necessary to carry out the search in accordance with this Statement of Requirements;	Most Important	Tenderer to provide details of Vessel accommodation and rest and recreation areas to enable completion of Schedule 5 of the Draft Contract.	
d.	accommodating up to three Commonwealth Representatives on each Vessel conducting search operations.	Most Important	The Commonwealth Government may place Commonwealth Government Personnel on board the vessel to monitor the results of the Search Data. Tenderer should provide current details of vessel accommodation, rest and recreation areas, and catering arrangements for completing Schedule 5 of the Draft Contract.	
<b>6. CONVENTIONS APPLYING TO VESSELS AND CREW</b>				
<i>Note: the information provided may be relevant to Sch 4 and 6 of the Draft Contract. The information may also be relevant as Acceptance Criteria for the purposes of the Draft Contract).</i>				
6.1	The Contractor's Vessels will meet all International Maritime Organization (IMO) safety and marine environmental	Most Important	Tenderer should provide current vessel safety and pollution prevention certification . Tenderer should	

REQUIREMENT		Requirement Descriptor	Tenderer should provide information that demonstrates its technical capability to provide the Services, having particular regard to the points in this column for the corresponding Statement of Requirement	Advise where in the proposed Statement of Work this information can be found.
	requirements for a vessel of its size on an international voyage, including the International Safety Management (ISM) Code, the International Convention for the Prevention of Pollution from Ships, 1973 (MARPOL) and the Convention on Safety of Life At Sea (SOLAS) (1974, as amended).		describe any way in which it exceeds the requirements of the Conventions.	
6.2	Vessels carrying more than twelve passengers (not including crew) must be compliant with the Special Purposes Ship Code or the Passenger Ship Requirements.	Highly Desirable	Tenderer should provide appropriate certifications indicating the vessel/s is compliant with the Special Purposes Ship Code or Passenger Ship requirements. Tenderer should outline if less than twelve (12) passengers are to be carried and compliance not required.	
6.3	The Contractor's vessels and crews will meet the conditions set out in the Maritime Labour Convention, 2006 at a minimum.	Most Important	Tenderer should provide copies of Maritime labour certification issued to the vessels, including the Declaration of Maritime Labour Compliance Parts 1 and 2.  Tenderer should describe ways in which it exceeds the minimum	

REQUIREMENT	Requirement Descriptor	Tenderer should provide information that demonstrates its technical capability to provide the Services, having particular regard to the points in this column for the corresponding Statement of Requirement	Advise where in the proposed Statement of Work this information can be found.
		conditions set out in the Convention.	
6.4 The qualifications of Master and crew should be in compliance with the International Convention on Standards of Training, Certificate and Watchkeeping for Seafarers (1978, as amended in 1995)	Most Important	Tenderer should provide certification of standards of training and certificate of watchkeeping. Tenderer should describe any way in which it exceeds the requirements of the Conventions.	
<b>7. SEARCH, MAPPING AND IMAGING EQUIPMENT</b>			
<i>Note: The information provided may be relevant as Acceptance Criteria for the purposes of the Draft Contract.</i>			
7.1 The Contractor will use search, mapping and optical imaging equipment capable of:		Tenderer should provide details of the search, mapping and optical imaging equipment that will be deployed from the Vessel(s).  The tenderers should advise which equipment will be Key Equipment, consistent with the Draft Contract.	
a. operating across the variety of sea floor terrains expected in the Search Area;	Most Important	Tenderer should describe the capabilities of the equipment and how varying seafloor terrain in the Search Area will be thoroughly searched. Include reference to holes, trenches, ridges, steep gradients, isolated features and sea floor that	

REQUIREMENT		Requirement Descriptor	Tenderer should provide information that demonstrates its technical capability to provide the Services, having particular regard to the points in this column for the corresponding Statement of Requirement	Advise where in the proposed Statement of Work this information can be found.
			could be comprised of silt, sand, rock, and possibly manganese nodules. Describe the means by which the equipment is positioned/navigated.	
	b. operating at depths of up to 6,000 metres; and	Critical	Tenderer should describe the operating depth limitations of the equipment.	
	c. operating in a variety of sea states and ocean currents that may be present in the Search Area over a 12-month period.	Highly Desirable	Tenderer should describe the sea states and ocean currents the equipment is capable of operating in and the plans and methods for managing its use in these conditions.	
7.2	The Contractor will use search and mapping equipment capable of providing a feature detection capability (resolution) sufficient to identify an aircraft (in whole or in part) and any associated debris to a minimum cubic size of 2.0 metres in the search conditions set out at SOR 7.1.	Critical	<p>Tenderer should describe how the 2.0 metre resolution will be achieved in the search conditions set out at SOR 7.1. Capabilities that exceed the SOR should be fully substantiated.</p> <p>Tenderers should advise of proposed equipment, including search speeds, tow fish/AUV altitudes above sea</p>	

REQUIREMENT		Requirement Descriptor	Tenderer should provide information that demonstrates its technical capability to provide the Services, having particular regard to the points in this column for the corresponding Statement of Requirement	Advise where in the proposed Statement of Work this information can be found.
			<p>floor, swath widths and overlaps, any blind spots in the swath and how these will be covered.</p> <p>Describe the parameters/ specifications for the data that will be acquired/ produced and how the data will be analysed (see Part 7 of these SORs).</p> <p>It is expected that the equipment the Contractor uses will include towed sonar and/or autonomous underwater vehicle mounted sonar and/or optical imaging equipment.</p>	
7.3	The Contractor will use high resolution optical imaging equipment to enable identification of small parts of MH370.	Critical	Tenderer should describe the parameters/specifications for the optical imaging equipment that it will use, taking into account the conditions in SOR 7.1.	
<b>8. DATA PROCESSING</b>				
<i>Note: The information provided will be relevant as Acceptance Criteria for the purposes of the Draft Contract.</i>				
8.1	The Contractor will have an on-board capability to process Search Data acquired	Critical	Tenderer should provide details of the on-board data processing	

REQUIREMENT	Requirement Descriptor	Tenderer should provide information that demonstrates its technical capability to provide the Services, having particular regard to the points in this column for the corresponding Statement of Requirement	Advise where in the proposed Statement of Work this information can be found.
<p>from the search, mapping and imaging equipment into a form that can be analysed and understood by an informed person to determine with certainty whether or not MH370 is within the area searched.</p>		<p>capabilities.</p>	
<p>8.2 The Contractor is to supply all processed Search Data in a format that readable with commercially available software, from all vessels, to ensure it can be completed within a complete data set of the Search Area. Raw data should be supplied by the Contractor in native formats and also converted, if necessary, so they can be processed using commercially available software.</p>	<p>Critical</p>	<p>The Tenderer should supply a flow diagram, or data management plan, outlining methodology for processing data on-board and off Vessel for each form of Search Data for each Vessel. Tenderer should confirm file format of the Search Data at each stage.</p> <p>The Tenderer should specify the Search Data deliverables against quality controls to meet the requirements of these SORs.</p>	
<p>8.3 The Contractor will have systems to protect the integrity of the data and store the data.</p>	<p>Most Important</p>	<p>Tenderer should explain systems for protecting the integrity of the data during the processing. Tenderer should explain systems for storing the data over the life of the contract including the Information and</p>	

REQUIREMENT	Requirement Descriptor	Tenderer should provide information that demonstrates its technical capability to provide the Services, having particular regard to the points in this column for the corresponding Statement of Requirement	Advise where in the proposed Statement of Work this information can be found.
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Communication Technology (ICT)  
Security arrangements.

## 9. COMMUNICATIONS FACILITIES

*Note: The information provided will be relevant as Acceptance Criteria for the purposes of the Draft Contract.*

9.1	The Contractor will use communication equipment during the search, mapping and identification activities that allows for transfer of reports of the activities, including analysis of the data to specified locations on the Australian mainland.	Most Important	<p>The Tenderer should detail, in addition to the SOLAS communications equipment, the ICT and data management systems that will enable the Vessel(s) and the ATSB to transfer processed data and reports (including images and video) to specified locations on the Australian mainland.</p> <p>The Tenderer should explain the information security arrangements that will apply to the transfer of the information to prevent misuse, interference and unauthorised access, including by hacking.</p> <p>See Part 14 of this SOR for deliverables with respect to reports.</p>
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REQUIREMENT		Requirement Descriptor	Tenderer should provide information that demonstrates its technical capability to provide the Services, having particular regard to the points in this column for the corresponding Statement of Requirement	Advise where in the proposed Statement of Work this information can be found.
<b>10. PERSONNEL</b>				
10.1	The Contractor Personnel running the operation, including project manager, subsurface search equipment operators, data analysts, masters and officers of vessels) will speak and comprehend fluent English to allow for communication with ATSB staff and the Commonwealth Representatives.	Most important	List the English language capabilities of the personnel.	
10.2	Personnel, other than Contractor's Personnel in 10.2, who will have responsibilities to interact with the ATSB staff and the Commonwealth Representatives should speak and comprehend fluent or adequate English.	Desirable	List the language capabilities of the personnel, other than those described for item 10.2, who will have responsibilities to interact with the ATSB.	
<b>11. ORGANISATIONAL SYSTEMS</b>				
<i>Note 1: The Tenderers response should not be limited to providing information about the organisational systems below. Additional organisational systems which support the tenderers response to the Statement of Requirements should be detailed.</i>				
11.1	The Contractor will be required to have a detailed mobilisation plan.	Most important	Tenderer should provide a mobilisation plan for its Vessels, Equipment and Personnel. Tenderer should provide information and plans for mobilisation ports, times for mobilisation and transit times to Search Area.	



REQUIREMENT	Requirement Descriptor	Tenderer should provide information that demonstrates its technical capability to provide the Services, having particular regard to the points in this column for the corresponding Statement of Requirement	Advise where in the proposed Statement of Work this information can be found.
		<p>Mobilisation plans should include milestones for the delivery of key activities and a program of planned mobilisation meetings between the Contractor and the ATSB.</p> <p>The mobilisation plan should address the test to be conducted prior to completion of mobilisation in the Search Area (see SOR Item 3.8).</p>	
11.2 The Contractor will be required to maintain an ISO 31000:2009 Risk Management Framework or similar.	Highly Desirable	Tenderers are to specify their current accreditation, provide details of their current risk management frameworks and risk management accreditations, including whether they maintain an ISO 31000:2009 Risk Management Framework. Tenderers should include copies of any documents demonstrating their relevant risk management accreditations.	
11.3 The Contractor will be required to identify, manage and mitigate risks associated with the delivery of the Services. The Contractor	Most Important	Tenderers should provide an outline of a risk management plan which will be finalised if the Tenderer enters	

REQUIREMENT		Requirement Descriptor	Tenderer should provide information that demonstrates its technical capability to provide the Services, having particular regard to the points in this column for the corresponding Statement of Requirement	Advise where in the proposed Statement of Work this information can be found.
	will be required to provide a detailed Risk Management Plan. The Contractor will be required to review and, if necessary, revise the Risk Management Plan during the Contract term.		into the Contract with the ATSB, prior to mobilisation.	
11.4	The Contractor will operate a Quality Assurance Control Procedure which conforms with the requirements of ISO-9000	Highly Desirable	Tenderers should provide an outline of the Quality Assurance Control Procedure that they intend to use. Regard should be had to Schedule 7 of the Draft Contract in developing this Procedure.	
11.5	The Contractor will have a communications plan to cover communications and reporting applicable to the delivery of Services in accordance with this SOR and the Draft Contract	Highly Desirable	Tenderers should provide an outline of communications plan.	
11.6	The Contractor will have a contract management system in order detail the contractual and administrative processes and procedures for management of the Contract with the Commonwealth and contracts with any subcontractors.	Most Important	Tenderer to provide details of contract management system or plan.	
11.7	The Contractor will be required to	Most Important	The Tenderer should provide details	

REQUIREMENT		Requirement Descriptor	Tenderer should provide information that demonstrates its technical capability to provide the Services, having particular regard to the points in this column for the corresponding Statement of Requirement	Advise where in the proposed Statement of Work this information can be found.
	implement a Work, Health and Safety management system from the Commencement Date and maintain the system for the Contract Term.		of their current or proposed future work health and safety systems. Tenderers should clearly identify which components of the systems are current and which are yet to be implemented. Tenders should detail how their system addresses the remote area of the search and the particular risks associated with the nature of the work.	
11.8	The Contractor will have staff management systems to ensure they are able to perform in accordance with their highest capabilities.	Most Important	Tenderer should describe rostering and provide a fatigue management plan. Tenderer to describe arrangements for rest and recreation over the contract period.	
<b>12. COMMERCIAL ACTIVITIES</b>				
12.1	The Contractor will be required to advise the ATSB if any commercial contracts it has may adversely affect the performance of services.	Critical	Tenderer should disclose any commercial agreement that they currently have, or plan to have, with third parties that may, or may appear to, adversely affect their ability to provide the Services diligently and independently and in accordance with the Draft Contract.	

REQUIREMENT	Requirement Descriptor	Tenderer should provide information that demonstrates its technical capability to provide the Services, having particular regard to the points in this column for the corresponding Statement of Requirement	Advise where in the proposed Statement of Work this information can be found.
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### 13. KEY PERFORMANCE INDICATORS

13.1 The Contractor will be required to meet the KPIs as set out in Attachment 3 (KPIs) of the RFT.	Critical	Tenderer to advise how it will meet or exceed the KPIs. Tenderer may propose alternative KPIs to meet the Commonwealth's objectives.	
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### 14. PROGRESS AND OTHER REPORTING

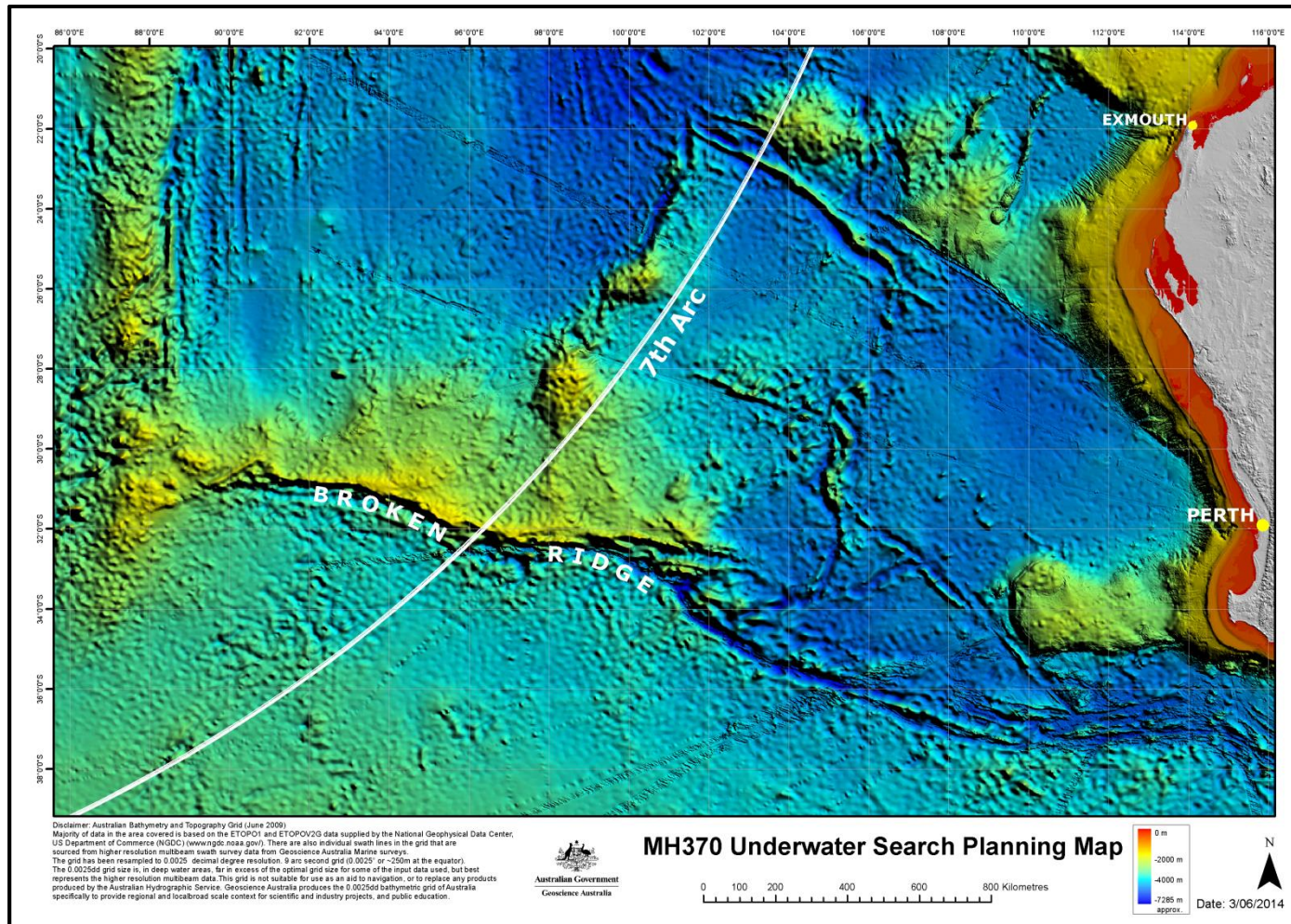
<p>14.1 As part of the Deliverables, the Contractor will provide reports to the ATSB on its search activity every twenty four hours (Daily Reports).</p> <p>The Contractor will provide the Daily Reports to the Commonwealth Contract Representative(s) on board the Vessel(s) and to the Commonwealth Contract Authority based in Canberra.</p> <p>The Daily Reports must, to the reasonable satisfaction of the Commonwealth Contract Authority, detail the activities carried out in the performance of the Services during the previous 24 hour period, including:</p> <ul style="list-style-type: none"> <li>- details of the part of the Search Area for which searches were completed</li> </ul>	Critical	Tenderers are to detail how they will aggregate these Daily Reports from each Vessel to provide a daily report of the Search activity to the Commonwealth Representative(s) and the Commonwealth Contract Authority.	
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REQUIREMENT	Requirement Descriptor	Tenderer should provide information that demonstrates its technical capability to provide the Services, having particular regard to the points in this column for the corresponding Statement of Requirement	Advise where in the proposed Statement of Work this information can be found.
<ul style="list-style-type: none"> <li>- in last 24 hours;</li> <li>- details of the part of the Search Area planned to be searched over the next 24 hours;</li> <li>- simple graphic that shows the Search Areas completed and planned for next 24 hours;</li> <li>- Any areas of interest identified and/or investigated at mapping and identification rate and the time for these activities;</li> <li>- any issues or incidents that occurred during the last 24 hours, including Prescribed Events;</li> <li>- Remaining endurance (time in days to next port of call for resupply);</li> <li>- an estimate of the time of the next port call; and</li> <li>- any additional comments provided by the Vessel Master.</li> </ul>			
14.2 As part of the Deliverables, the Contractor will provide the Commonwealth Representative(s) on board the Vessel(s) and the Commonwealth Contract Authority based in Canberra with Weekly Reports	Critical	Tenderers are to detail how they will aggregate and provide these Daily Reports from each Vessel to provide a Weekly and Monthly Report of the Search activity to the Commonwealth	

REQUIREMENT	Requirement Descriptor	Tenderer should provide information that demonstrates its technical capability to provide the Services, having particular regard to the points in this column for the corresponding Statement of Requirement	Advise where in the proposed Statement of Work this information can be found.
<p>before 5pm on Friday each week and Monthly Reports before 5pm on the last Friday of each Month.</p> <p>The Weekly Reports must provide aggregated summaries of the Daily Reports, including graphics of areas covered. The Monthly Reports must provide aggregated summaries of the Weekly Reports, including graphics of areas covered.</p>		Contract Authority.	
<p>14.3 As part of the Deliverables, the Contractor will produce a Final Search Report to the Commonwealth Contract Authority in Canberra on completion of the Search.</p> <p>The Final Search Report must, to the reasonable satisfaction of the Commonwealth Contract Authority:</p> <ul style="list-style-type: none"> <li>- summarise all of the Daily, Weekly and Monthly Reports, including analysis of methods used;</li> <li>- a discussion of the findings; and</li> <li>- recommendations for recovery of MH370.</li> </ul>	Critical	Tenderers are to briefly describe the structure of the Final Search Report, including what details will be included. The Tenderer should refer to Schedule 7 of the Draft Contract.	

## MAP OF ARC FOR DETERMINING FUTURE SEARCH AREA

The following is a map showing an arc along which the Search Area will be located.



## SEARCH AREA

The latest information and analysis confirms that MH370 will be found in close proximity to the arc set out in the map and labelled as the 7<sup>th</sup> arc. At the time MH370 reached this arc, the aircraft is considered to have exhausted its fuel and to have been descending. As a result, the aircraft is unlikely to be more than 20 NM (38 km) to the west or 30 NM (55 km) to the east of the arc.

Based on all the independent analysis of satellite communications and aircraft performance, the total extent of the 7th arc reaches from latitude 20 degrees S to 39 degrees S.

Refinement of the analysis in the coming weeks will reduce the underwater Search Area along this arc to a prioritised 17,500 sq. NM (60,000 sq. km). The prioritised length of the Search Area along the arc is expected to be 350 NM (650 km).

More information about the Search Area will be made available as soon as it is verified.

Further explanation of the arc is available at: <http://www.atsb.gov.au/mh370.aspx>.

## Schedule 2 - Draft Contract

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**[Note to Tenderers: The Draft Contract is provided as a separate document.]**



# Attachment 1 - Checklist

**[Note to Tenderers: Schedule 2 (SOW) and the Attachments set out the information tenderers need to include in their tenders. Other Attachments can be added, for example milestones or service levels. If you add or remove any Attachments, you should update this checklist.]**

The following checklist is provided to assist in preparing and submitting a tender. The checklist is a guide only. Tenderers should satisfy themselves that they have met all conditions in this RFT, and should not rely on the checklist for this purpose.

	Action	Reference	Completed Y/N
	<b>Before submitting a tender</b>		
1.	Read the RFT including Schedule 1, Attachments and Draft Contract	-	
2.	Note the Closing Time and the last day to request further information	Title page	
3.	Note the permitted method for lodging a tender	Clause 3.1	
4.	Note the ATSB's evaluation process	Clauses 5	
5.	Consider seeking independent professional advice	Clause 6.11	
6.	Check that all addenda have been received	Clause 1.8	
	<b>Submitting a tender</b>		
7.	Prepare your Statement of Work in accordance with the Statement of Requirements	Schedule 1	
8.	Complete the tenderer response form	Attachment 2	
9.	Prepare your response on price and KPIs	Attachment 3 and Attachment 4	
10.	Prepare your response on licensing and insurance	Attachment 5	
11.	Complete the compliance statement	Attachment 6	
12.	Prepare your response on confidentiality	Attachment 7, clause 6.2	
13.	Ensure the tender satisfies the Minimum Content and Format Requirements	Clause 2.1.3	
14.	Prepare a copy of the tender for your records	—	

	Action	Reference	Completed Y/N
15.	Ensure the tender: <ul style="list-style-type: none"> <li>is free from anything that might reasonably affect useability, security or operations of AusTender or the ATSB's computing environment</li> <li>does not contain macros, script or executable code</li> <li>complies with the file type, format, naming conventions and size limitations</li> </ul>	Clause 3	
16.	Submit the tender		

# Attachment 2 - Tenderer response form

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The tenderer should complete and submit this tenderer response form with its tender.

1. **RFT No.** **ATSB 570-04**

2. **Tenderer name**

If a company	Company name	
	ACN	
If a partnership	Trading name (if any)	
	Full names of partners	
If a sole trader	Trading name (if any)	
	Full name of sole trader	
If any other	Name of organisation	
type of	Type of organisation	
organisation		

3. **ABN** (or other entity identifier as specified by the Tenderer)

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4. **Trust status**

If the tenderer is a trustee and is tendering as trustee of the trust

Name of trust

--

Note that the Draft Contract requires a tenderer who is a trustee to warrant that it enters into the contract personally and in its capacity as trustee.

5. **Contact for liaison and notices**

Name	
Postal address	
Telephone	
Facsimile	
Email	

6. **Small to medium enterprise**

Is the tenderer a small business (ie an enterprise employing fewer than 20 full time equivalents)?

Yes/No

Note that if an enterprise forms part of a group, this question should be answered in relation to the group as a whole.

Is the tenderer a small to medium enterprise (ie an entity employing fewer than 200 full time equivalents)?

Yes/No

Note that a tenderer may be both a small business and a small to medium enterprise.

## **7. Conflicts of interest**

The tenderer confirms that there are no circumstances or relationships which constitute or may constitute a conflict or potential conflict of interest in relation to this RFT or the tenderer's obligations under any contract resulting from this RFT other than:

--

The tenderer undertakes to advise the ATSB in writing of any additional actual or potential conflicts of interest immediately after becoming aware of it.

## **8. Confirmation**

### **8.1 The tenderer:**

- (a) offers to supply the services described in the RFT at the prices specified in the tender;
- (b) confirms that the tender remains valid and open for acceptance by the ATSB for a period of ninety (90) days from the Closing Time;
- (c) confirms that it and any proposed subcontractors are not insolvent, bankrupt, in liquidation, under administration or in receivership;
- (d) confirms its capacity to tender and enter into a contract in the Draft Contract and that there is no restriction under any relevant law to prevent it from tendering;
- (e) agrees to comply with its obligations under the RFT and acknowledges the ATSB's rights under the RFT; and
- (f) consents to the ATSB undertaking investigations in accordance with this RFT.

### **8.2 The tenderer warrants that neither the tenderer nor any of its officers, employees, agents, advisers or subcontractors has, in relation to the preparation, lodgement or assessment of the tender:**

- (a) improperly obtained confidential information;
- (b) received improper assistance from any existing or former officers or employees of the ATSB;
- (c) engaged in collusive tendering, anti-competitive, unlawful or unethical conduct or other similar conduct with any other tenderer or other person; or
- (d) attempted to improperly influence an officer or employee of the ATSB, violate any applicable laws regarding the offering of inducements or approached any officer or employee of the ATSB (other than as permitted by the RFT).

### **8.7 The tenderer confirms that it:**

- (a) has sufficient financial resources to deliver the services described in the RFT (including fulfilling any guarantees or warranty claims);
- (b) is not subject to any current or impending legal action (either formal proceedings or notification of legal action) which could affect its financial viability or the delivery of the services; and
- (c) has (or will have in place) insurance cover for the purposes of, and at the levels required for, the procurement.

### **8.8 The tenderer notes that giving false or misleading information is a serious offence and confirms that all information in its tender is true and correct in every material respect.**

9. **Signature on behalf of tenderer**

***[Note to tenderers: To be signed by the tenderer personally or, if the tenderer is not an individual, by someone authorised to sign on behalf of the tenderer, eg managing director]***

Signature	_____
Name	_____
Position	_____
Signature of witness	_____
Name of witness	_____
Address of witness	_____
Date	_____

# Attachment 3 - KPIs

[Note to tenderers: Further KPIs may be considered during the negotiation process. Dependant on the quality assurances provided, this includes consideration of KPIs relating to Search Data quality.]

## 1. KPI #1 – Wide Area Search

- 1.1 The Contractor must complete a Wide Area Search (see Definition in Attachment 4 – Pricing Response Template) of no less than 5,000km<sup>2</sup> every 25 days to ensure they achieve the Contract requirement of up to 60,000km<sup>2</sup> within the prescribed 300 days (see SOR 3.1).
- 1.2 A percentage from relevant invoices will be withheld if the 5,000km<sup>2</sup> is not achieved within the 25 day period. Table 1 sets out how the amounts will be withheld if Pricing Model A is used. Table 2 sets out how the amounts will be withheld if Pricing Model B is used.

*Note: Refer to Attachment 4 - Pricing Response Template*

TABLE 1: SEARCH AREA KPI FOR PRICING MODEL A	
KPI	Implication of KPI
>5,000km <sup>2</sup>	Full Payment on completion of each 5 000km <sup>2</sup> before Positively Identifying MH370 (subject to other KPIs being achieved)
5,500 – 5,999km <sup>2</sup>	4% to be withheld from the invoice for the 5,000km <sup>2</sup>
5,000 – 5,499km <sup>2</sup>	7% to be withheld from the invoice for the 5,000km <sup>2</sup>
4500 – 4999km <sup>2</sup>	10% to be withheld from the invoice for the 5,000km <sup>2</sup>
<4499km <sup>2</sup>	15% to be withheld from the invoice for the 5,000km <sup>2</sup>

TABLE 2: SEARCH AREA KPI FOR PRICING MODEL B	
KPI	Implication of KPI
>5,000km <sup>2</sup>	Full Payment on completion of each 5 000km <sup>2</sup> for the Wide Area Search (subject to other KPIs being achieved)
5,500 – 5,999km <sup>2</sup>	4% to be withheld from the invoice for all fees for the 5,000km <sup>2</sup>
5,000 – 5,499km <sup>2</sup>	7% to be withheld from the invoice for all fees for the 5,000km <sup>2</sup>
4500 – 4999km <sup>2</sup>	10% to be withheld from the invoice for all fees for the 5,000km <sup>2</sup>
<4499km <sup>2</sup>	15% to be withheld from the invoice for all fees for the 5,000km <sup>2</sup>

- 1.3 Any and all amounts withheld by the Commonwealth under this item 1 during the Term of the Contract will be payable to the Contractor upon either of the following two occurrences being achieved to the satisfaction of the Commonwealth:
- (a) MH370 is located and positively identified; or

(b) the complete 60,000km<sup>2</sup> is completed within the nominated 300 days.

1.4 If neither 1.3(a) or (b) is achieved to the satisfaction of the Commonwealth, then any and all amounts withheld in accordance with this Item 1 will not be payable by the Commonwealth.

**2. KPI #2 – Reporting and Invoicing**

2.1 Critical to the successful contract management of this engagement is the timely and accurate provision of Reporting, Data Transfer and Invoicing as required in the SOW.

2.2 Therefore each payable invoice, 2% of the invoice total will be tied to the Contractor meeting the specified Reporting, Data Transfer and Invoicing Deliverables in the SOW.

2.3 Failure to meet all the Reporting, Data Transfer and Invoicing requirements in a calendar month will result in 2% of the Fees otherwise payable in respect to that calendar month not being payable by the Commonwealth.

# Attachment 4 - Pricing Response Template

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## **1. Instructions for Completing this Attachment**

- 1.1 Tenderers should complete this Pricing Response Template.
- 1.2 Pricing Response Templates in tender responses should be provided as a separate document (or documents) to the remainder of the tender response.
- 1.3 Prices should be in Australian dollars, unless otherwise stated.
- 1.4 Prices stated to be in a foreign currency may be converted to Australian dollars as at the Closing Time for the purposes of evaluation only.
- 1.5 Tendered prices should be inclusive of:
  - (a) GST (as defined in clause 195-1 of the A New Tax System (Goods and Services Tax) Act 1999 (Cth));
  - (b) all costs of complying with this RFT; and
  - (c) all costs associated with doing all things necessary for the due and proper completion of the Draft Contract.
- 1.6 If any part of the Pricing Response Template is not applicable, Tenderers should write 'n/a' or 'not applicable' (so as to differentiate between 'n/a' returns and cells that have been merely overlooked).
- 1.7 If a response is zero, Tenderers should write 'nil' or '0'.



## **2. Total Fees**

- 2.1 Subject to paragraph 2.2, the ATSB intends that the total Fees will be derived from the following Fees:

### **PRICING MODEL A:**

- 1 Mobilisation Fee**
- 2 Minimum Fee**
- 3 Per 5 000km<sup>2</sup> Fee for Positively Identifying MH370 – Wide Area Search**
- 4 Mapping and Optical Imaging Fee**
- 5 Demobilisation Fee**
- 6 Maximum Fee**

- 2.2 As a part of its evaluation the Tenderer's response, the ATSB will consider an alternative pricing model for the total Fees:

### **PRICING MODEL B:**

- 1 Mobilisation Fee**
- 2 Minimum Fee**
- 3 Daily Capability Rate – Wide Area Search**
- 4 Daily Capability Rate – Mapping, Investigation and Imaging**
- 5 Transit Fees**
- 6 Refuelling Rate**
- 7 Standby Fees**
- 8 Off Hire Fees**
- 9 Demobilisation Fee**
- 10 Maximum Fee**

- 2.3 Tenderers should provide information against Pricing Model A in Attachment A to this Schedule. Tenderers should provide information against Pricing Model B in Attachment B to this Schedule. Tenderers should explain any differences in quotes for fees that are common between the two Pricing Models in the table in Attachment C to this Schedule.
- 2.4 Tenderers should ensure they provide information about their administration and contract management costs in each of the tables in Pricing Model A and Pricing Model B where cost information is requested.

## **3. Payments Subject to Contract**

- 3.1 Tenderers are to note that the clauses concerning payment in the Contract are subject to Pricing structure and KPIs agreed with the successful Tenderer.

#### 4. DEFINITIONS

- 4.1 In this Attachment, unless the contrary intention appears, terms have the meaning given to them in the Draft Contract and, in addition:

**‘Daily Capability Rate’ (DCR)** means the rate payable to the Contractor for each calendar day of the Contract during which the Services are being performed. The amount payable for any periods of less than one twenty-four (24) hour calendar day period be a pro rata portion of the applicable Daily Capability Rate, rounded to the nearest hour. Where the rate applies, it will be deemed to include ALL pricing for the provision of the vessels, consumables, fuel, Contractor Personnel costs, Equipment, training costs, administrative costs, contract management costs, insurances, data analysis costs, communication costs and all other expenses for providing the contracted Services and otherwise performing all its obligations under the Contract, except to the extent Mobilisation and Demobilisation Fees.

**‘Location of Interest’** means an area on the seafloor identified as containing an object or objects, which give the area of the seafloor the characteristics of an aircraft debris field.

**‘Wide Area Search’ (WAS)** means the search over large sections of the Search Area, with Acquisition Parameters set in a range specified in the SOW for acquiring Search Data to identify a Location of Interest.

# PRICING MODEL A

- 1 Mobilisation Fee
- 2 Minimum Fee
- 3 Per 5 000km<sup>2</sup> Fee for Positively Identifying MH370 – Wide Area Search
- 4 Mapping and Optical Imaging Fee
- 5 Demobilisation Fee
- 6 Maximum Fee

## 1. Mobilisation Fee

- 1.1 The Tenderer may propose a Mobilisation Fee.
- 1.2 The Tenderer should state the proposed Mobilisation Fee and the basis for calculation of the Mobilisation Fee in Table 1 below. Details are to be provided of the various significant items which make up the Mobilisation Fee. The Tenderer is free to add as many rows as required to complete the table.

TABLE 1: MOBILISATION COST			
Description of Cost Item	Cost (Ex GST) (AUD\$)	GST (AUD\$)	Cost (Inc GST) (AUD\$)
<i>Insert Description</i>	\$	\$	\$
<i>Insert Description</i>	\$	\$	\$
<i>Insert Description</i>	\$	\$	\$
Total Mobilisation Cost:	\$	\$	\$

- 1.3 The Tenderer should ensure that the proposed Mobilisation Fee is consistent and linked with the implementation of its draft Mobilisation Plan. ATSB will only accept up to a maximum of 25% of the Mobilisation Fee to be payable upon Contract execution. Payment milestones of the Mobilisation Fee (to be determined during negotiation) are to be aligned with tangible outcomes.

**2. Minimum Fee**

2.1 The Minimum Fee will be applied if the Services for under the Contract are completed early in the search for MH370. For example, MH370 is found, identified, mapped and imaging is obtained within a relatively short period of time after commencing the search.

2.2 Under Pricing Model A, the Minimum Fee will be:

(a) 2 x the fee per 5 000 km<sup>2</sup> Search Area for Positively Identifying MH370 (i.e. doing a 10 000 km<sup>2</sup> Search); and

(b) 1 x the fee for Mapping and Optical Imaging.

2.3 The Minimum Fee will be paid in addition Mobilisation and Demobilisation Fees.

Note: 'Minimum Fee' is a defined term in the Draft Contract.

## ATTACHMENT 4: PRICING MODEL A

### 3. Per 5 000 km<sup>2</sup> Fee for Positively Identifying MH370 – Wide Area Search

- 3.1 The search for MH370 under the Contract will be over an area up to 60 000 km<sup>2</sup>. The Australian Transport Safety Bureau will pay a fee for every 5000 km<sup>2</sup> covered of the Search Area up until MH370 is positively identified in accordance methodology in the SOW.
- 3.2 If MH370 is positively identified before the completion of 5 000km<sup>2</sup> area, a pro rata amount will be paid.
- 3.3 The fee is inclusive of all costs, for the provision of the vessels, consumables, fuel, Contractor Personnel costs, Equipment, training costs, administrative costs, contract management costs, insurances, data analysis costs, communication costs, Standby Events, Off Hire Events, Transit, port calls and all other expenses for providing the Contracted Services.
- 3.4 The fee does not include Mapping, Optical Imaging, Mobilisation, and Demobilisation fees. These fees should be accounted for separately under the relevant fees.
- 3.5 Tenderers should propose a fee in Table 2 to be paid for each 5 000km<sup>2</sup> of the Search Area covered:

TABLE 2: Per 5 000 km <sup>2</sup> Fee – Wide Area Search			
Description of Cost Item	Cost (Ex GST) (AUD\$)	GST (AUD\$)	Cost (Inc GST) (AUD\$)
<i>Insert Description</i>	\$	\$	\$
<i>Insert Description</i>	\$	\$	\$
<i>Insert Description</i>	\$	\$	\$
Total 5 000 km <sup>2</sup> Cost:	\$	\$	\$

- 3.6 Tenderers should indicate the number of days, on average, the Tenderer considers it will take to cover a 5 000 km<sup>2</sup> Zone in the Search Area:

Average Number of Days Per 5 000km<sup>2</sup>:

## 4. Mapping and Optical Imaging Fee

- 4.1 The Tenderer may propose a flat fee in Table 3 for services once MH370 is located and positively identified to:
- (a) Map the identified wreckage field in whole or in part;
  - (b) Obtain optical imaging which will allow assessments to be made about any future recovery of:
    - (i) Human remains;
    - (ii) Cockpit Voice and Flight Data Recorders; and
    - (iii) Significant components of the aircraft or cargo identified in consultation with Australian and Malaysian authorities which may be relevant to an investigation.
- 4.2 The fee is inclusive of all costs, for the provision of the vessels, consumables, fuel, Contractor Personnel costs, Equipment, training costs, administrative costs, contract management costs, insurances, data analysis costs, communication costs, Standby Events, Off Hire Events, Transit, port calls and all other expenses for providing the Contracted Services.
- 4.3 The fee does not include the Per 5 000 km<sup>2</sup> for positively identifying MH370 or the Mobilisation, and Demobilisation fees. These fees should be accounted for separately under the relevant fees.

TABLE 3: MAPPING AND OPTICAL IMAGING FEE			
Description of Cost Item	Cost (Ex GST) (AUD\$)	GST (AUD\$)	Cost (Inc GST) (AUD\$)
<i>Insert Description</i>	\$	\$	\$
<i>Insert Description</i>	\$	\$	\$
<i>Insert Description</i>	\$	\$	\$
Total Mapping and Optical Imaging Cost:	\$	\$	\$

- 4.4 Tenderers may indicate their preference for the flat fee above to apply to the mapping and optical imaging services as part of this Pricing Model A, or a daily rate to be derived from Fees 4 – 6 in Pricing Model B for the same services.

## ATTACHMENT 4: PRICING MODEL A

### 5. Demobilisation Fee

- 5.1 The Tenderer may provide their Demobilisation Fee in Table 4.
- 5.2 The Demobilisation Fees do not include Mobilisation, per 5 000km<sup>2</sup> fees for Positively Identifying MH370, Mapping and Optical Imaging fees. These costs should be accounted for in the relevant fee.
- 5.3 Tenderers are to ensure that they provide an accurate breakdown of the costs.

TABLE 4: DEMOBILISATION COST			
Description of Cost Item	Cost (Ex GST) (AUD\$)	GST (AUD\$)	Cost (Inc GST) (AUD\$)
<i>Insert Description</i>	\$	\$	\$
<i>Insert Description</i>	\$	\$	\$
<i>Insert Description</i>	\$	\$	\$
Total Demobilisation Cost:	\$	\$	\$

Note: Demobilisation Fee is a defined term in the Draft Contract.

## 6. Maximum Estimated Cost

- 6.1 Tenderers are to provide a Maximum Fee which will be used to cap the total expenditure of the Contract. In order to provide transparency to ATSB, Tenderers are required to complete the tables below in order to demonstrate how they have arrived at the Maximum Fee figure.

MAXIMUM TOTAL COST ESTIMATE	
Fee / Cost Description	Cost (Inc GST)
Mobilisation Fee	\$
Total Cost Estimate for Per 5 000 km <sup>2</sup> Fee	\$
Total Cost Estimate for Mapping and Optical Imaging Fee	\$
Demobilisation Fee	\$
<b>Maximum Total Cost</b>	\$

Note: 'Maximum Fee' is a defined term of the Draft Contract.



## PRICING MODEL B

- 1 Mobilisation Fee
- 2 Minimum Fee
- 3 Daily Capability Rate – Wide Area Search
- 4 Daily Capability Rate – Mapping, Investigation and Imaging
- 5 Transit Fees
- 6 Refuelling Rate
- 7 Standby Fees
- 8 Off Hire Fees
- 9 Demobilisation Fee
- 10 Maximum Fee

### 1. Mobilisation Fee

- 1.1 The Tenderer may propose a Mobilisation Fee.
- 1.2 The Tenderer should state the proposed Mobilisation Fee and the basis for calculation of the Mobilisation Fee in Table 1 below. Details are to be provided of the various significant items which make up the Mobilisation Fee. The Tenderer is free to add as many rows as required to complete the table.

TABLE 1: MOBILISATION COST			
Description of Cost Item	Cost (Ex GST) (AUD\$)	GST (AUD\$)	Cost (Inc GST) (AUD\$)
<i>Insert Description</i>	\$	\$	\$
<i>Insert Description</i>	\$	\$	\$
<i>Insert Description</i>	\$	\$	\$
Total Mobilisation Cost:	\$	\$	\$

Note: 'Mobilisation Fee' is a defined term in the Draft Contract.

- 1.3 The Tenderer should ensure that the proposed Mobilisation Fee is consistent and linked with the implementation of its draft Mobilisation Plan. ATSB will only accept up to a maximum of 25% of the Mobilisation Fee to be payable upon Contract execution. Payment milestones of the Mobilisation Fee (to be determined during negotiation) are to be aligned with tangible outcomes.

**2. Minimum Fee**

- 2.1 The Minimum Fee will be applied if the Services for under the Contract are completed early in the search for MH370. For example, MH370 is found, identified, mapped and imaging is obtained within a relatively short period of time after commencing the search.
- 2.2 The Minimum Fee under Pricing Model B should equate to a similar amount for the calculation of the Minimum Fee under Pricing Model A. If Tenderers consider that a different Minimum Fee should apply to take into account calculation under Pricing Model B, they must propose the amount and provide the basis of the their calculations.
- 2.3 The Minimum Fee will be paid in addition to Mobilisation and Demobilisation Fees.

Note: 'Minimum Fee' is a defined term in the Draft Contract.

## ATTACHMENT 4: PRICING MODEL B

### 3. Daily Capability Rate – Wide Area Search (DCR-WAS)

- 3.1 The Tenderer may provide their DCR-WAS pricing in Table 2 for Services under the Contract to perform a Wide Area Search. Tenderers are to ensure that they provide an accurate breakdown of the costs associated with each vessel proposed.
- 3.2 The DCR-WAS rate does not include Mobilisation, Demobilisation, Refuelling Rate, Transit, Standby Events, Off Hire Events, or providing Services to which the DCR-IMI Rate is applicable. These costs should be accounted for in the relevant fee.
- 3.3 Tenderers are to generate a new table with specific pricing for each proposed vessel to be utilised in the performance of this Contract.
- 3.4 If the SOW provided by the Tenderer advises that there may be a change of Equipment on board the Vessel during the course of providing the Services, the Tenderer should provide details of any change in the DCR – WAS for the Vessel.

TABLE 2: DAILY CAPABILITY RATE – WIDE AREA SEARCH (DCR-WAS)			
Vessel: <i>Insert Vessel Name Here</i>			
Description of Cost Item	Cost Per Day (Ex GST) (AUD\$)	GST (AUD\$)	Total Cost per Day (Incl GST) (AUD\$)
Vessel Services	\$	\$	\$
Crewing	\$	\$	\$
Fuel	\$	\$	\$
Subsurface Equipment & ancillary Equipment	\$	\$	\$
Specialist Search Personnel	\$	\$	\$
Vessel Operations (including Accommodation Services, Communications)	\$	\$	\$
Management and Administrative Costs	\$	\$	\$
<i>Insert other items as required</i>	\$	\$	\$
Total DCR – WAS:	\$	\$	\$

**4. Daily Capability Rate – Identifying, Mapping and Imaging (DCR-IMI)**

- 4.1 The Tenderer may provide their DCR-IMI pricing in Table 3 for Services under the Contract to:
- (a) Exploration of a Location of Interest (other than as part of a Wide Area Search), to identify or eliminate an object or objects as MH370 in whole or in part;
  - (b) Map an identified wreckage field in whole or in part;
  - (c) Obtain optical imaging which will allow assessments to be made about any future recovery of:
    - (i) Human remains;
    - (ii) Cockpit Voice and Flight Data Recorders; and
    - (iii) Significant components of the aircraft or cargo identified in consultation with Australian and Malaysian authorities which may be relevant to an investigation.
- 4.2 The DCR-IMI rate applies to these search Services when it is necessary to change, from what is identified in the SOW for the Wide Area Search, the Acquisition Parameters or Subsurface Equipment (or both) in order to be able to perform the Services.
- 4.3 The DCR-IMI rate does not include Mobilisation, Demobilisation, Refuelling Rate, Transit, Standby Events, Off Hire Events, or providing Services to which the DCR-WAS rate is applicable. These costs should be accounted for in the relevant fee.
- 4.4 Tenderers are to ensure that they provide an accurate breakdown of the costs associated with each vessel proposed. Tenderers are to generate a new table with specific pricing for each proposed vessel to be utilised in the performance of this Contract.
- 4.5 If the SOW provided by the Tenderer advises that there may be a change of Equipment on board the Vessel during the course of providing the Services, the Tenderer should provide details of any change in the DCR – IMI for the Vessel.

## ATTACHMENT 4: PRICING MODEL B

TABLE 3: DAILY CAPABILITY RATE – Identifying, Mapping and Imaging (DCR-IMI)			
Vessel: <i>Insert Vessel Name Here</i>			
Description of Cost Item	Cost Per Day (Ex GST) (AUD\$)	GST (AUD\$)	Total Cost per Day
Vessel Services			\$
Crewing			\$
Fuel			\$
Subsurface Equipment & ancillary Equipment			\$
Specialist Search Personnel			\$
Vessel Operations (including Hotel Services, Communications)			\$
Management and Administrative Costs			\$
<i>Insert other items as required</i>			\$
Total Daily Capability Rate – DCR-IMI			\$

**5. Daily Capability Rate – Transit (DCR-Transit)**

- 5.1 The Tenderer may provide their Transit Fees in Table 4
- 5.2 The DCR-Transit Fee does not include Mobilisation, Demobilisation, Refuelling Rate, Standby Events, Off Hire Events, or providing Services to which the DCR-WAS or DCR-IMI rates are applicable. These costs should be accounted for in the relevant fee.
- 5.3 Tenderers are to ensure that they provide an accurate breakdown of the costs associated with each vessel proposed. Tenderers are to generate a new table with specific pricing for each proposed vessel to be utilised in the performance of this Contract.

TABLE 4: DAILY CAPABILITY RATE – TRANSIT (DCR-TRANSIT)			
Vessel: <i>Insert Vessel Name Here</i>			
Description of Cost Item	Cost Per Day (Ex GST) (AUD\$)	GST (AUD\$)	Total Cost per Day (Incl GST) (AUD\$)
Vessel Services	\$	\$	\$
Crewing	\$	\$	\$
Fuel	\$	\$	\$
Subsurface Equipment & ancillary Equipment	\$	\$	\$
Specialist Search Personnel	\$	\$	\$
Vessel Operations (including Hotel Services, Communications)	\$	\$	\$
Management and Administrative Costs	\$	\$	\$
<i>Insert other items as required</i>	\$	\$	\$
Total DCR-Transit:	\$	\$	\$

Note: ‘Transit Fee’ is a defined term of the Draft Contract. Tenderers should have regard to the definition for what this Rate covers.

**6. Daily Capability Rate – Refuelling Rate (DCR-RR)**

- 6.1 The Tenderer may provide their DCR-RR Fees in Table 5.
- 6.2 The Refuelling Rate does not include Mobilisation, Demobilisation, Transit, Standby Events, Off Hire Events, or providing Services to which the DCR-WAS or DCR-IMI rates are applicable. These costs should be accounted for in the relevant fee.
- 6.3 Tenderers are to ensure that they provide an accurate breakdown of the costs associated with each vessel proposed. Tenderers are to generate a new table with specific pricing for each proposed vessel to be utilised in the performance of this Contract.

TABLE 5: DAILY CAPABILITY RATE – Refuelling (DCR-RR)			
Vessel: <i>Insert Vessel Name Here</i>			
Description of Cost Item	Cost Per Day (Ex GST) (AUD\$)	GST (AUD\$)	Total Cost per Day (Incl GST) (AUD\$)
Vessel Services	\$	\$	\$
Crewing	\$	\$	\$
Fuel	\$	\$	\$
Subsurface Equipment & ancillary Equipment	\$	\$	\$
Specialist Search Personnel	\$	\$	\$
Vessel Operations (including Hotel Services, Communications)	\$	\$	\$
Management and Administrative Costs	\$	\$	\$
<i>Insert other items as required</i>	\$	\$	\$
Total DCR-RR	\$	\$	\$

Note 1 Tenderers should note that ‘Refuelling Rate’ is a defined term in the Draft Contract. It means the rate payable by the Commonwealth to the Contractor for the Vessels while the Vessels are being refuelled to be calculated and payable in accordance with the Payment Schedule. It is expected that the Contractor would carry out any other necessary activities at this time such as re-crewing or re-supplying the ship.

Note 2: Tenderers should have regard to clause 44 (Refuelling re-crewing & resupply of Vessels) of the Draft Contract.

Note 3: If the Vessel is in Port for maintenance or for some other reason, the relevant Standby or Off Hire Fee will apply.

## ATTACHMENT 4: PRICING MODEL B

### 7. Daily Capability Rate - Standby (DCR-Standby)

- 7.1 The Tenderer may provide their Standby Fees in Table 6.
- 7.2 The Standby Fees do not include Mobilisation, Demobilisation, Refuelling Rate, Transit, Off Hire Events, or providing Services to which the DCR-WAS or DCR-IMI rates are applicable. These costs should be accounted for in the relevant fee.
- 7.3 Tenderers are to ensure that they provide an accurate breakdown of the costs associated with each vessel proposed. Tenderers are to generate a new table with specific pricing for each proposed vessel to be utilised in the performance of this Contract.

TABLE 6: DAILY CAPABILITY RATE – Standby (DCR-Standby)			
Vessel: <i>Insert Vessel Name Here</i>			
Description of Cost Item	Cost Per Day (Ex GST) (AUD\$)	GST (AUD\$)	Total Cost per Day (Incl GST) (AUD\$)
Vessel Services	\$	\$	\$
Crewing	\$	\$	\$
Fuel	\$	\$	\$
Subsurface Equipment & ancillary Equipment	\$	\$	\$
Specialist Search Personnel	\$	\$	\$
Vessel Operations (including Hotel Services, Communications)	\$	\$	\$
Management and Administrative Costs	\$	\$	\$
<i>Insert other items as required</i>	\$	\$	\$
Total DCR-Standby	\$	\$	\$

Note: ‘Standby Fee’ is a defined term in the Draft Contract.



## ATTACHMENT 4: PRICING MODEL B

### 8. Daily Capability Rate – Off Hire (DCR-Off Hire)

- 8.1 The Tenderer may provide their Off Hire Fees in Table 7.
- 8.2 The Off Hire Fees do not include Mobilisation, Demobilisation, Refuelling Rate, Transit, Standby Events, or providing Services to which the DCR-WAS or DCR-IMI rates are applicable. These costs should be accounted for in the relevant fee.
- 8.3 Tenderers are to ensure that they provide an accurate breakdown of the costs associated with each vessel proposed. Tenderers are to generate a new table with specific pricing for each proposed vessel to be utilised in the performance of this Contract.

TABLE 7: DAILY CAPABILITY RATE – Off Hire (DCR-Off Hire)			
Vessel: <i>Insert Vessel Name Here</i>			
Description of Cost Item	Cost Per Day (Ex GST) (AUD\$)	GST (AUD\$)	Total Cost per Day (Incl GST) (AUD\$)
Vessel Services			\$
Crewing			\$
Fuel			\$
Subsurface Equipment & ancillary Equipment			\$
Specialist Search Personnel			\$
Vessel Operations (including Hotel Services, Communications)			\$
Management and Administrative Costs			\$
<i>Insert other items as required</i>			\$
Total DCR-Off Hire			\$

Note: ‘Off Hire Fee’ is a defined term in the Draft Contract.

## ATTACHMENT 4: PRICING MODEL B

### 9. Demobilisation Fee

- 9.1 The Tenderer may provide their Demobilisation Fee in Table 8.
- 9.2 The Demobilisation Fees do not include Mobilisation, Refuelling Rate, Transit, Standby Events, Off Hire Events, or providing Services to which the DCR-WAS or DCR-IMI rates are applicable. These costs should be accounted for in the relevant fee.
- 9.3 Tenderers are to ensure that they provide an accurate breakdown of the costs associated with each vessel proposed. Tenderers are to generate a new table with specific pricing for each proposed vessel to be utilised in the performance of this Contract.

TABLE 8: DEMOBILISATION COST			
Description of Cost Item	Cost (Ex GST) (AUD\$)	GST (AUD\$)	Cost (Inc GST) (AUD\$)
<i>Insert Description</i>	\$	\$	\$
<i>Insert Description</i>	\$	\$	\$
<i>Insert Description</i>	\$	\$	\$
Total Demobilisation Cost:	\$	\$	\$

Note: 'Demobilisation Fee' is a defined term in the Draft Contract.

## ATTACHMENT 4: PRICING MODEL B

### 10. Maximum Estimated Cost

- 10.1 Tenderers are to provide a Maximum Fee which will be used to cap the total expenditure of the Contract. In order to provide transparency to ATSB, Tenderers are required to complete the tables below in order to demonstrate how they have arrived at the Maximum Fee figure.

	DAILY CAPABILITY RATE – WIDE AREA SEARCH		
	Estimated Days	DCR - WAS Rate	Estimated Total
<i>Insert Vessel Name</i>		\$	\$
<i>Insert Vessel Name</i>		\$	\$
<i>Insert Vessel Name</i>		\$	\$
<i>Insert Vessel Name</i>		\$	\$
Total Cost Estimate for DCR - WAS:			\$

	DAILY CAPABILITY RATE – IDENTIFYING, MAPPING & IMAGING		
	Estimated Days	DCR - IMI Rate	Estimated Total
<i>Insert Vessel Name</i>		\$	\$
<i>Insert Vessel Name</i>		\$	\$
<i>Insert Vessel Name</i>		\$	\$
<i>Insert Vessel Name</i>		\$	\$
Total Cost Estimate for DCR – IMI:			\$

	DAILY CAPABILITY RATE - TRANSIT		
	Estimated Days	DCR - TRANSIT	Estimated Total
<i>Insert Vessel Name</i>		\$	\$
<i>Insert Vessel Name</i>		\$	\$
<i>Insert Vessel Name</i>		\$	\$
<i>Insert Vessel Name</i>		\$	\$
Total Cost Estimate for DCR - TRANSIT:			\$

	DAILY CAPABILITY RATE – REFUELLING RATE		
	Estimated Days	DCR – Refuelling Rate	Estimated Total
<i>Insert Vessel Name</i>		\$	\$
<i>Insert Vessel Name</i>		\$	\$
<i>Insert Vessel Name</i>		\$	\$
<i>Insert Vessel Name</i>		\$	\$

## ATTACHMENT 4: PRICING MODEL B

<b>Total Cost Estimate for DCR - RR:</b>	<b>\$</b>
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DAILY CAPABILITY RATE – STANDBY			
	Estimated Days	DCR - STANDBY	Estimated Total
<i>Insert Vessel Name</i>		\$	\$
<i>Insert Vessel Name</i>		\$	\$
<i>Insert Vessel Name</i>		\$	\$
<i>Insert Vessel Name</i>		\$	\$
		<b>Total Cost Estimate for DCR - STANDBY:</b>	<b>\$</b>

DAILY CAPABILITY RATE – OFF HIRE			
	Estimated Days	DCR – OFF HIRE	Estimated Total
<i>Insert Vessel Name</i>		\$	\$
<i>Insert Vessel Name</i>		\$	\$
<i>Insert Vessel Name</i>		\$	\$
<i>Insert Vessel Name</i>		\$	\$
		<b>Total Cost Estimate for DCR – OFF HIRE:</b>	<b>\$</b>

MAXIMUM TOTAL COST ESTIMATE	
Fee / Cost Description	Cost (Inc GST)
Mobilisation Fee	\$
Total Cost Estimate for DCR - WAS	\$
Total Cost Estimate for DCR - IMI	\$
Total Cost Estimate for DCR - TRANSIT	\$
Total Cost Estimate for DCR - SSP	\$
Total Cost Estimate for DCR-STANDBY	\$
Total Cost Estimate for DCR-OFF HIRE	\$
Demobilisation Fee	\$
<b>Maximum Total Cost</b>	<b>\$</b>

Note: ‘Maximum Fee’ is a defined term in the Draft Contract.

## ATTACHMENT C

### PRICING MODEL COMPARISON TABLE

Tenderers should explain any differences in quotes for fees that are common between the two Pricing Models in the table:

Fee	Pricing Model A	Pricing Model B	Reason for any Difference
Mobilisation Fee			
Minimum Fee			
Demobilisation Fee			
Maximum Fee			

# Attachment 5 - Licensing and Insurance

Tenderers should complete this Attachment.

## 1. Maritime and Vessel certificates, status and licences

<b>Maritime Certificates and Vessel Survey:</b>	<b>Details:</b>
List all relevant statutory marine certificates:	<i>[to be proposed by Tenderer]</i>
Current marine survey status:	<i>[to be proposed by Tenderer]</i>
Details of operating licence:	<i>[to be proposed by Tenderer]</i>
<b>Insurance:</b>	

## 2. Insurance

<b>Insurance Type</b>	<b>Details</b>	<b>Amount</b>
Property loss or damage	For property used to perform the Contract and which, if lost or damaged, could affect the performance of the Contract.  .	<i>[to be proposed by Tenderer]</i>
General liability	Public and products liability to cover liability for loss or injury arising from the Contractor's activities, access to its (or Subcontractors') premises or use of products.  No watercraft exclusion.	<i>[to be proposed by Tenderer]</i>
Professional indemnity	No watercraft exclusion.	<i>[to be proposed by Tenderer]</i>
Workers' compensation	As required by law.	As required by law

Insurance Type	Details	Amount
Marine liability insurance (P&I) and hull insurance to cover general liability, pollution liability and replacement value for hulls.	These may be specialist policies or extensions to existing policies.	<p><b>[to be proposed by Tenderer]</b> for general liability</p> <p>Pollution liability as required by applicable conventions</p> <p>Replacement value for hulls</p>
Other insurance (i.e. ISR etc) held by Tenderer <b>[to be inserted by Tenderer]</b>	<b>[to be inserted by Tenderer]</b>	<b>[to be inserted by Tenderer]</b>

# Attachment 6 - Compliance statement

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1. Using the table in this Attachment 6, the tenderer should state any provisions of the Draft Contract with which the tenderer partially complies or does not comply or considers are not applicable (ie the table is to be completed on an exceptions basis).
2. If the tenderer partially complies or does not comply with a provision, it should provide the reason why, the relevant qualification, any proposed change to the Draft Contract and any differences in costs or pricing associated with those changes.
3. If the tenderer states that a particular provision is not applicable, it should also state the reason why.
4. In this Attachment 6:
  - (a) **"complies"** means that the contractual condition, obligation, characteristic or performance requirement imposed by the provision in the Draft Contract *can be met by the tenderer with no qualifications*;
  - (b) **"partially complies"** means that the contractual condition, obligation, characteristic or performance requirement imposed by the provision in the Draft Contract *can be substantially met by the tenderer, subject to certain qualifications*;
  - (c) **"does not comply"** means that the complete contractual condition, obligation, characteristic or performance requirement imposed by the provision in the Draft Contract *could not be met by the tenderer or the tenderer does not agree to meet it*; and
  - (d) **"not applicable"** means that, due to the nature of the offer, or of the tenderer, the question of adherence to the provision in the Draft Contract does not arise.



**Compliance table:**

The tenderer complies with all provisions of the Draft Contract other than as follows:

Provision (eg clause, paragraph...)	Partially complies/does not comply/not applicable	Reasons/qualification	Proposed alternative wording	Differences in costs or pricing

# Attachment 7 - Confidential information

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**[Note to Tenderers:**

- 1. Using the table in this Attachment 7, the tenderer should:**
  - (a) specify any information contained in the tender that it considers should be protected as confidential information;**
  - (b) provide reasons why this information should be protected as confidential information; and**
  - (c) specify the period for which the tenderer proposes it be protected.**
- 2. Note that the ATSB will consider each request to keep information confidential on its merits. Whether or not the ATSB will agree to a request to keep information confidential will depend on the circumstances and negotiations with the successful tenderer.**
- 3. The ATSB reserves the right, in its discretion, to accept or refuse a request to treat information as confidential. See clause 6.3 for further information.]**

Item	Reason	Period