



**Request for Tenders For Harbour Master  
Triabunna Marina Contract Services**

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Provision of services for day-to-day operations of Marina.



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## Structure of this Request for Tenders

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This Request for Tenders is comprised of three sections:

- Section A - Tender Conditions
- Section B – Specifications
- Section C – Form of Tender and Schedules

## Section A – Tender Conditions

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### 1. Definitions

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In this RFT:

- 1.1 **Closing Date** means the time and date specified in clause 0, or such later time and date as may be notified in writing to Respondents by the Council.
- 1.2 **Form of Tender** means the form contained in Section C of this RFT.
- 1.3 **Respondent** refers to any party who responds to this RFT.
- 1.4 **RFT** means this Request for Tenders.
- 1.5 **Tender** means a Tender submitted by a Respondent pursuant to this RFT.
- 1.6 **Schedules** means the schedules contained in Section C of this RFT.
- 1.7 **Services** means the services sought to be purchased by the Council pursuant to this RFT.
- 1.8 **Specifications** means the specifications specified in Section B of this RFT.

### 2. Request for Tenders

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- 2.1 The Council seeks Tenders from Respondents for the provision of the Services.
- 2.2 Prices Tendered are to be in a lump sum.
- 2.3 All prices for the Services are to be fixed. Tendered prices must **include** GST and all applicable levies, duties, taxes, benefits e.g. superannuation allowances, and charges.
- 2.4 Any charge not stated in the Tender will not be payable by the Council.
- 2.5 The Respondent must submit:
  - 2.5.1 the original Form of Tender; and
  - 2.5.2 the completed Schedules.
- 2.6 Any Tender may be rejected if it does not conform with the requirements of the Specifications or this RFT.

Tenders must be submitted duly signed and in a sealed package clearly endorsed with the Tender title and must be addressed to:

Tender Box GSBC  
PO Box 6  
Triabunna 7190  
Tas  
Application for Tender for Harbour Master Services  
Closing Date: **4.00pm on Friday 25<sup>th</sup> August 2023**

- 2.7 This RFT closes on the Closing Date.
- 2.8 Tenders received after the Closing Date will **NOT** be considered.
- 2.9 The Council will not accept any responsibility in the event that a Tender is not received by the Closing Date.
- 2.10 Respondents must not use this RFT (including any attached technical and other written information supplied by the Council) for any purpose other than to prepare a Tender. This includes not copying this RFT (including any attached technical and other written information supplied by the Council) and providing a copy to any third party not involved in the preparation of a Tender.

### 3. **Acceptance of Tender**

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- 3.1 The Respondent agrees that the Tender remains open for a minimum period of 60 days after the Closing Date.
- 3.2 This RFT, together with the Council's written acceptance of the Tender and the issue of an official Council purchase order, constitute the contract between the Council and the successful Respondent.

### 4. **No Legal Requirement**

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The issue of this RFT or any response to it does not commit, obligate or otherwise create a legal requirement on the Council to acquire the Services from a Respondent.

### 5. **Council's Rights**

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The Council reserves the right to:

- 5.1 amend, vary, supplement or terminate this RFT at any time;
- 5.2 accept or reject any Tender, including the lowest price Tender;

- 5.3 negotiate with any service provider on all or any part of the Services to be supplied pursuant to this RFT;
- 5.4 postpone or abandon this RFT;
- 5.5 add or remove any Respondent;
- 5.6 accept or reject any Tenders;
- 5.7 accept all or part of any Tender;
- 5.8 negotiate or not negotiate with one or more Respondents;
- 5.9 discontinue negotiations with any Respondent; and
- 5.10 include the Respondents' names in Council reports and make them public. This may include the order of Respondents on the basis of Tendered price but without the specific amount Tendered.

## 6. **Tender Evaluation**

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In assessing Tenders, the Council will have regard to, but not necessarily be limited to, the following criteria (not listed in any order of priority):

- 6.1 completion of the Form of Tender;
- 6.2 compliance with the Specifications;
- 6.3 warranties and guarantees on the Services;
- 6.4 timeframe for the completion of the Services;
- 6.5 demonstrated experience in completing similar projects;
- 6.6 referees; and
- 6.7 insurance.

## 7. **Respondent's Confidential Information**

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- 7.1 Subject to clauses 7.2 and 8.1 (Governing Law), the Council will treat as confidential all Tenders submitted by Respondents in connection with this RFT.
- 7.2 The Council will not be taken to have breached any obligation to keep information provided by Respondents confidential to the extent that the information:

- 7.2.1 is disclosed by the Council to its advisers, officers, employees or subcontractors solely in order to conduct the RFT process or to prepare and manage any resultant agreement;
- 7.2.2 is disclosed to the Council's internal management personnel, solely to enable effective management or auditing of the RFT process;
- 7.2.3 is disclosed by the Council to the responsible Minister;
- 7.2.4 is authorised or required by law to be disclosed; or
- 7.2.5 is in the public domain otherwise than due to a breach of the relevant obligations of confidentiality.

## 8. **Governing Law**

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- 8.1 This RFT is governed by the law in Tasmania.
- 8.2 The parties irrevocably submit to the exclusive jurisdiction of the courts in Tasmania.



## **Section B – Specifications**

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The Triabunna Marina has 110 berths presently with possible future expansion. Berth lessees range from people living on their boats to berths frequently empty for the lessees own reasons. There are a small number of commercial berths for fishing boats and the Maria Island Ferry.

There is likely to be liaison with Biosecurity, Immigration, Department of health, Federal Police or other government agencies at some point in time depending on overseas vessels requesting to dock.

Some berth lease holders sub-lease their berths to short term visitors. All records for these activities must be recorded in an approved manner and provided to council in a regular and timely way to enable council staff to charge fees appropriately.

All charges for marina use are made through council's accounts department. Regular liaison with accounts staff is a requirement of the role.

Leases for berths are issued by council staff.

There are a set of cameras for CCTV footage which require some periodic monitoring in response to situations that arise from time to time. Access to the footage will be arranged by council. Distribution of footage must only be provided by council staff.

### **Qualifications**

Qualifications related to maritime activity and or marine experience is considered valuable to effectively carry out the role.

### **Key accountabilities**

- Liaison with vessel owners coming into port; boat operators with short and long-term leases and collection of money for casual berths if required.
- Liaise with short-term visitors to the Marina and generate and provide complete records for billing, including for power usage.
- Marina general maintenance, carry out minor works or arrange subcontractors as necessary.
- Review CCTV camera footage as necessary to resolve security or other issues with Police.
- Take phone calls and enquiries for berths, provide direction to berth holders and visitors for Marina functionality and amenities, waste disposal and boat maintenance.

- Provide 30 minute response to emergencies at the Marina
- Provide initial response to oil spills within the Marina and emergency preparedness.
- Government Agency liaison
- Monitoring fuel fill station on the dock.
- Ensuring Marina rules of use are maintained by marina users.
- Liaison with council contract administration for maintenance and capital works renewal of existing structures and general contract accountabilities.

## **Contract Payments**

The contract payment terms will be based on a monthly invoice for a twelfth portion of the contract value, payable in arrears. Payment will be two weeks from the end of the month where contract services have been carried out.

## **General Duties**

- Customer focussed orientation in dealing with the public and Marina users.
- Random monitoring of CCTV to identify nuisance behaviour.
- Liaison with Police if deemed appropriate for activity at the Port or Marina i.e. provision of statements, additional monitoring, review of recorded CCTV.
- Physical presence to monitor and inspect the Port and Marina on a regular basis (daily during off season (Autumn and Winter) twice daily during peak season (Summer, Spring).
- Capacity to respond onsite within 30 minutes of being called to attend to Port or Marina issues, berthing enquiries, or general enquiries.
- Weekly basic cleaning of Port and Marina – pick up and bin rubbish, hose down pontoons, gangways and wharf area when required.
- Collection of details from people you identify in the port for council billing and revenue collection.
- Regular reporting to council staff for casual billing generation.
- Respond to all phone and email enquiries and complaints with respect to Port and Marina use.
- Daily inspection and report of any damage to the Port or Marina to council for their review and action if determined necessary.
- Quarterly meetings with a council representative to ensure performance of contract deliverables.
- Attend Council Marine Infrastructure Committee meetings (nominally quarterly).
- Provision of own vehicle, phone, laptop or similar is required.
- Capacity to carry out contract with safety and environmental compliance requirements, as a minimum in accordance with council policy and procedures.

## Section C – Form of Tender & Schedules

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### Schedule 1 Form of Tender

I/We \_\_\_\_\_ (Respondent) on

having read, understood and fully informed myself/ourselves/itself of the contents, requirements and obligations of this RFT, hereby provide a Tender for the Services.

1. <b>Name of Respondent</b>  State in full the name(s) of the Respondent(s) and trading names  ABN	
2. <b>Contact Person</b>	
3. <b>Registered Address</b>	
4. <b>Postal Address</b>	
5. <b>Telephone</b>	
6. <b>Fax</b>	
7. <b>Email</b>	

8. Price Schedule

Description	Unit (if applicable)	Price (ex GST)	GST Component	Price (inc GST)
Annual Charge for all service components	Per Annum			
Other charges Please specify	Hourly rate			

## **Schedule 2      Compliance with the Specifications and Key Accountabilities**

Please indicate below if you intend to comply with the Specifications or if any of the key accountabilities are not able to be met.

**Schedule 3 Responses to key accountabilities**

Please provide responses to the key accountabilities which demonstrate your experience or qualifications to perform the contract deliverables.

Key accountability	Tenderers response
<p>Liaison: with vessel owners coming into port; boat operators with short and long-term leases and collection of money for casual berths if required.</p>	
<p>Record Keeping: generate and provide complete records for billing.</p>	
<p>Public engagement: Take phone calls and enquiries for berths, provide direction to berth holders and visitors for Marina functionality and amenities, waste disposal and boat maintenance.</p>	
<p>Response capability: Capacity to provide 30 minute attendance to emergencies at the Marina</p>	

<p>Response to oil spills within the Marina and other emergency preparedness</p>	
<p>Interaction: Government Agency liaison</p>	
<p>Maintenance: capital works renewal of existing structures and day to day maintenance.</p>	
<p>Marine qualifications</p>	

**Schedule 4 Insurance**

Provide details of insurance currently held by you that would be extended to provide cover for the Services.

Insurance type	Policy no	Extent of cover		Expiry date	Name of insurer
		Per incident \$A	In aggregate \$A		
Public and products liability					
Vehicles plant & equipment					
Workers compensation					
Directors and officers (if applicable)					
Other					



The undersigned undertakes that if selected as the successful Respondent, I/we/it will be bound by the conditions provided.

If the Respondent is a company, the Tender must be executed as follows:

<b>Executed by [Insert Company name]</b> pursuant to section 127 of the <i>Corporations Act 2001</i>	
..... Signature of Director	..... Signature of Director/Company Secretary <i>(Please delete as applicable)</i>
..... Name of Director (print)	..... Name of Director/Company Secretary (print)
<b>OR</b>	
..... Signature of Sole Director and Sole Company Secretary	
..... Name of Sole Director and Sole Company Secretary (print)	
<b>OR</b>	
<b>Signed for [Insert Representative's name]</b> by an authorised representative in the presence of:	
..... Signature of witness	..... Signature of authorised representative

.....  
Name of witness (print)

.....  
Name of authorised representative (print)

.....  
Position of authorised representative (print)

If the Respondent is an individual, the Tender must be executed as follows:

<b>Signed by [insert name] in the presence of:</b>	
..... Signature of witness	..... Respondent
..... Name of witness (print)	

If the Respondent is a partnership, the Tender must be executed as follows:

*[Drafting Note – add extra execution clauses for additional partners as necessary] [Delete RED text once read]*

**Partner 1:**

<b>Signed sealed and delivered by [insert name] in the presence of:</b>	
..... Signature of witness	..... Signature of partner
..... Name of witness (print)	
..... Address of witness (print)	

**Partner 2:**

<b>Signed sealed and delivered by [insert name] in the presence of:</b>
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.....  
Signature of witness

.....  
Name of witness (print)

.....  
Address of witness (print)

.....  
Signature of partner