

**PART 1 – CONDITIONS OF TENDER****TABLE OF CONTENTS**

	Page
<b>1 GENERAL CONDITIONS .....</b>	<b>1</b>
1.1 General (Core) .....	1
1.2 Interpretation of Request For Tender (Core) .....	1
1.3 Inconsistency (Core) .....	1
1.4 Amendment of Request For Tender (Core) .....	2
1.5 Termination, Suspension or Deferral of Request For Tender Process (Core) .....	2
1.6 Other Commonwealth Rights (Core) .....	2
1.7 Australian Government Requirements (Core) .....	3
1.8 Public Announcements (Core) .....	4
<b>2 TENDER PREPARATION .....</b>	<b>5</b>
2.1 Tenderers to Inform Themselves (Core) .....	5
2.2 Language of Tenders (Core) .....	5
2.3 Tender Preparation (Core) .....	5
2.4 Responsibility for Tendering Costs (Core) .....	5
2.5 Contact Officer for Request For Tender Inquiries (Core) .....	6
2.6 Preparation and Transmission of Classified Tenders (Optional) .....	6
2.7 Defence Security Clearance Requirements (Core) .....	6
2.8 Industry Briefing (Optional) .....	6
<b>3 TENDER LODGEMENT .....</b>	<b>8</b>
3.1 Lodgement of Tenders (Core) .....	8
3.2 Period of Tender (Core) .....	8
3.3 Copies of Tenders (Core) .....	8
3.4 Alterations, Erasures and Illegibility (Core) .....	8
<b>4 MATTERS CONCERNING TENDER RESPONSE .....</b>	<b>9</b>
4.1 Commercial-in-Confidence Information (Core) .....	9
4.2 Collusive Tendering (Core) .....	9
4.3 Unlawful Inducements (Core) .....	9
4.4 Improper Assistance (Core) .....	9
4.5 Use of Former Defence Personnel in Tender Preparation and Process (Core) .....	10
4.6 Conflict of Interest (Core) .....	10
4.7 Unconditional Tenders (Core) .....	10
4.8 Use of Tender Documents (Core) .....	10
4.9 Return of Information to the Commonwealth (Core) .....	10
4.10 Part and Joint Tenders (Core) .....	11
4.11 Alternative Proposals (Core) .....	11

- 4.12 Substitution of Tenderer (Core) .....11
- 5 COMPETITIVE SELECTION PROCESS.....13**
  - 5.1 Overview (Core).....13
  - 5.2 Financial Investigation of Tenders (Core).....13
  - 5.3 Tender Presentations (Optional).....14
  - 5.4 Tender Evaluation (Core).....14
  - 5.5 Clarification (Core) .....14
  - 5.6 Negotiation (Core).....15
  - 5.7 Preferred Tenderer Status (Core) .....15
  - 5.8 Debriefing of Tenderers (Core) .....15
- 6 TENDER EVALUATION CRITERIA .....16**
  - 6.1 Tender Evaluation Criteria (Core) .....16

**ATTACHMENTS**

- A. TENDER DATA REQUIREMENTS LIST ..... A-1

**ANNEXES**

- A. Summary Annex (Core)..... A-A1
- B. Declaration by Tenderer Annex (Core) ..... A-B1
- C. Commercial Annex (Core)..... A-C1
- D. Financial Annex (Core)..... A-D1
- E. General Annex (Core) ..... A-E1
- F. Support System Proposal Annex (Core) .....A-F1
- G. Support Services Management Annex (Core) ..... A-G1
- H. Australian Industry Capability Annex (Core) ..... A-H1

## **1 GENERAL CONDITIONS**

### **1.1 General (Core)**

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- 1.1.1 In conducting this RFT, the Commonwealth is seeking an outcome that will:
- a. provide the Commonwealth with value for money;
  - b. meet the Commonwealth's current and future defence capability requirements;
  - c. provide significant and sustainable benefits to the Commonwealth, the defence industry and the successful tenderer; and
  - d. [...INSERT PROJECT SPECIFIC OBJECTIVES IF ANY...].

### **1.2 Interpretation of Request For Tender (Core)**

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- 1.2.1 This RFT is an invitation to treat and must not be construed, interpreted, or relied upon, whether expressly or by implication, as an offer capable of acceptance by any person, or as creating any form of contractual, quasi-contractual, restitutionary or promissory estoppel rights, or rights based upon similar legal or equitable grounds.
- 1.2.2 No binding contract (including a process contract) or other understanding (including, without limitation, any form of contractual, quasi-contractual, restitutionary or promissory estoppel rights, or rights based upon similar legal or equitable grounds) will exist between the Commonwealth and a tenderer unless and until a contract is signed by the Commonwealth and the successful tenderer.
- 1.2.3 The entry into an agreement between the Commonwealth and a tenderer relating to the terms of any detailed engagement with that tenderer, as contemplated in clause 5.9, does not affect or limit clauses 1.2.1 or 1.2.2 or create legally enforceable rights or obligations except as expressly stated in that agreement.
- 1.2.4 Tenderers acknowledge that the Mandatory Procurement Procedures in the CPGs do not apply to this RFT process.
- 1.2.5 Unless a contrary intention is indicated, this RFT is interpreted in the same manner, and its terms have the same meaning, as in the draft Contract.

### **1.3 Inconsistency (Core)**

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- 1.3.1 If there is any inconsistency between any part of this RFT, a descending order of precedence must be accorded to:
- a. the conditions of tender;
  - b. the TDRL at Attachment A to the conditions of tender and the Annexes to the TDRL;
  - c. the draft Contract in accordance with clause 1.6 of the draft conditions of contract; and
  - d. any other document provided by the Commonwealth to tenderers preceding or following the release of this RFT (other than formal changes made under this RFT),
- so that the provision in the higher ranked document, to the extent of the inconsistency, prevails.
- 1.3.2 If a tenderer finds or reasonably believes it has found any discrepancy, error, ambiguity, inconsistency or omission in the RFT or any other information given or made available by the Commonwealth, the tenderer must notify the Commonwealth in writing setting out in sufficient detail such discrepancy, error, ambiguity, inconsistency, or omission.
- 1.3.3 The notice under clause 1.3.2 must be provided promptly and at least seven days prior to the Tender Closing Time specified in 3.1 (or as soon thereafter as the tenderer becomes aware of such discrepancy, error, ambiguity, inconsistency, or omission) to enable the Commonwealth to take whatever corrective action, if any, it deems appropriate.
- 1.3.4 Any actual discrepancy, error, ambiguity, inconsistency or omission in the RFT or any other information given or made available by the Commonwealth will, if possible, be corrected (or

the proper information made available) by the Commonwealth to all tenderers (without attribution to the tenderer that provided the notice).

#### **1.4 Amendment of Request For Tender (Core)**

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- 1.4.1 The Commonwealth may, at its discretion, add to, vary, modify or amend this RFT upon giving the tenderers timely written notice of such addition, variation, modification or amendment. Tenderers will have no claim against the Commonwealth or its officers, employees or advisers in connection with either the exercise of, or failure to exercise, the rights under this clause 1.4.1.
- 1.4.2 If the Commonwealth adds to, varies, modifies or amends this RFT under clause 1.4.1 after tenders have been submitted, it may seek amended tenders.

#### **1.5 Termination, Suspension or Deferral of Request For Tender Process (Core)**

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- 1.5.1 Without limiting its rights at law or otherwise, the Commonwealth may, at its discretion, suspend, defer or terminate this RFT process at any time prior to the execution of a formal written Contract. The Commonwealth must notify tenderers to this effect.

#### **1.6 Other Commonwealth Rights (Core)**

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- 1.6.1 In addition to and without limiting its other rights at law or otherwise in the RFT, the Commonwealth may, at its discretion and at any stage of the RFT process, do all or any of the following:
- a. consider and accept any tender that is non-conforming;
  - b. consider and accept any tender that includes an alternative proposal;
  - c. consider any late tender;
  - d. terminate further participation in the RFT process by any tenderer for any reason, regardless of whether the tender submitted conforms with the requirements of this RFT;
  - e. permit any person to participate as a tenderer in the RFT process prior to the Tender Closing Time;
  - f. accept a tender without prior notice to any other tenderer;
  - g. require additional information from any tenderer;
  - h. change the structure and timing of the RFT process and notify the tenderers under clause 1.4;
  - i. conduct a subsequent procurement process and, subject to the Commonwealth's IP and non-disclosure obligations, utilise information gained in this RFT process for that purpose;
  - j. alter or defer any activity in the RFT process including clarification discussions, offer definition activities or negotiations being conducted at any time with any tenderer by written notice;
  - k. negotiate with one or more tenderers;
  - l. request, attend or conduct any site inspections; and
  - m. request, attend or observe any product, plant, equipment or other demonstration, trial or test.
- 1.6.2 Any time or date in this RFT is for the convenience of the Commonwealth. The establishment of a time or date in this RFT does not create an obligation on the part of the Commonwealth to take any action or exercise any right established in the RFT or otherwise. The Commonwealth must notify affected tenderers of any changes to the RFT or the RFT process in accordance with clause 1.4, but will not be obliged to provide any reasons for its actions.

## 1.7 Australian Government Requirements (Core)

**Note to drafters: Prior to RFT release and prior to the execution of any resultant Contract, the Glossary should be updated to reflect the version of the following documents and policies current at the time of RFT release. Version numbers should not be included in this clause as they are set out in the Glossary.**

**Note to tenderers: The Glossary at Attachment M to the draft conditions of contract lists the version of the following documents and policies current at the time of RFT release. These documents and policies should be updated to reflect the version current at the time of execution of any resultant Contract.**

- 1.7.1 Tenderers should familiarise themselves with the following Commonwealth policies:
- a. Australian Government policy and guidance on Australian Industry Capability as detailed in the Defence Procurement Policy Manual (DPPM);
  - b. Company ScoreCard policy as detailed in the *DMO Company ScoreCard Policy Statement*;
  - c. Defence and Industry policy as detailed in the *Defence and Industry Policy Statement*;
  - d. Conflict of Interest policy as detailed in the DPPM;
  - e. Reporting Requirements policy as detailed in the DPPM;
  - f. Defence Equity and Diversity policy as detailed in the *Defence Plain English Guide to Managing and Reporting Unacceptable Behaviour*; DPI 1/2001; and DI(G) PERS 35-3;
  - g. Equal Opportunity for Women in the Workplace policy as detailed in the DPPM;
  - h. Fraud Control policy as detailed in DI(G) FIN 12-1;
  - i. Hazardous Substances policy as detailed in the DPPM;
  - j. DEEWR's Indigenous Opportunities Policy as detailed in the DPPM;
  - k. Ozone Depleting Substances policy as detailed in the DPPM; and
  - l. Defence Stocktaking and Assurance Checking policy as detailed in DEFLOGMAN Part 2: Volume 5.

**Note to tenderers: Electronic copies of relevant Defence documents are available on the internet. Any other documents required can be provided by the Contact Officer.**

**An electronic version of the DPPM can be accessed via the 'Contracting' link on the DMO internet site at <http://www.defence.gov.au/dmo/>.**

**An electronic version of the Defence Equity and Diversity policies can be accessed at the Publications section of the Defence People Strategies and Policy Group web site at <http://www.defence.gov.au/fr>.**

**An electronic version of the Company ScoreCard policy can be accessed at the Policy section of the Industry Resources area of the DMO web site at <http://www.defence.gov.au/dmo/>. The AusTender web site may be found at <https://www.tenders.gov.au/>.**

**Note to drafters: The Contact Officer is responsible for ensuring that copies of the relevant documents are either publicly available or available on request.**

- 1.7.2 Tenderers acknowledge that as a Commonwealth agency, the Department of Defence is subject to legislative and administrative accountability and transparency requirements of the Commonwealth, including disclosures to Ministers and other Government representatives, Parliament and its Committees and the publication of information in respect of the RFT process on the successful tenderer and information on the resultant Contract in the AusTender website. Any Contract resulting from this RFT process will also be subject to these requirements, including that contractual provisions (and related matters) may be disclosed to Parliament and its Committees.

- 1.7.3 In addition, tenderers acknowledge that if they are chosen to enter into a Contract, the resulting Contract will oblige the contractor to give the Commonwealth access to the contractor's premises, and access to records and accounts relevant to or impacting upon performance of work under the resulting Contract, and the Commonwealth will be entitled to copy these records and accounts. The purposes for which the Commonwealth will be entitled to obtain access and make copies are set out in clause 10.7 of the draft conditions of contract and include audits under the *Auditor-General Act 1997*. The contractor will also be obliged to ensure that Approved Subcontracts contain equivalent obligations and rights.
- 1.7.4 The tenderer agrees that the Department of Defence may provide any information collected or provided during the course of this process (including regarding breaches of workplace relations law, occupational health and safety law or workers' compensation law) to other Commonwealth agencies or regulatory bodies.
- 1.7.5 The Commonwealth will exclude a tender from further consideration if the Commonwealth considers that the tenderer has not fully complied with a judgment against it from any Court or Tribunal (including overseas jurisdictions but excluding judgments under appeal or instances where the period for appeal or payment/settlement has not expired) relating to a breach of workplace relations law, occupational health and safety law or workers' compensation law.

## **1.8 Public Announcements (Core)**

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- 1.8.1 Tenderers must not make any public announcement or other statement which refers or is connected to the RFT process, including on any matter related to the Commonwealth's evaluation of tenders, the proposed contractual arrangements or the Services, without first consulting the Contact Officer, except as otherwise required by law or the rules of any stock exchange or similar body on which the tenderer is listed. This clause does not apply to routine marketing activities promoting a tenderer's product or to information that is public knowledge other than by breach of this clause.

## **2 TENDER PREPARATION**

### **2.1 Tenderers to Inform Themselves (Core)**

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- 2.1.1 The Commonwealth makes no representations or warranties that the information in this RFT or any information communicated or provided to tenderers during the RFT process is, or will be, accurate, current or complete.
- 2.1.2 Tenderers are solely responsible for:
- a. examining this RFT, any documents referenced in or attached to this RFT and any other information made available by the Commonwealth to tenderers in connection with the RFT process;
  - b. obtaining and examining all further information which is obtainable by the making of reasonable inquiries relevant to the risks, contingencies, and other circumstances having an effect on their tenders; and
  - c. satisfying themselves as to the accuracy and completeness of their tenders including tendered prices.
- 2.1.3 Tenderers prepare and lodge a tender based on the tenderers' acknowledgment and agreement that they:
- a. do not rely on any representation, letter, document or arrangement, whether oral or in writing, or other conduct as adding to or amending these conditions other than as expressly stated by the Commonwealth in writing;
  - b. have relied entirely upon their own inquiries and inspection in respect of the subject of their tender;
  - c. are aware of the provisions of the *Australian Consumer Law* (Schedule 2 to the *Competition and Consumer Act 2010*), and Division 137 of the *Criminal Code Act 1995* under which giving false or misleading information is a serious offence; and
  - d. are aware of the impact of the *Auditor-General Act 1997* on their participation in the RFT and any resultant Contract.

### **2.2 Language of Tenders (Core)**

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- 2.2.1 Any tender, including all attachments and supporting documentation, must be written in English.
- 2.2.2 All measurements must be expressed in Australian legal units of measurement unless otherwise specified by the Commonwealth.

### **2.3 Tender Preparation (Core)**

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- 2.3.1 Tenderers must complete and provide the information requested in the Annexes to the TDRL and must do so in the manner requested in the Annexes to the TDRL.
- 2.3.2 Supporting documentation may be provided to enhance the proposal contained in the tender. Supporting documentation relevant to a particular volume must be indicated in that volume.

### **2.4 Responsibility for Tendering Costs (Core)**

---

- 2.4.1 The tenderer's participation in any stage of the RFT process, or in relation to any matter concerning the RFT, is at the tenderer's sole risk, cost and expense. The Commonwealth will not be responsible for any costs or expenses incurred by any tenderer in preparation or lodgement of a tender or taking part in the RFT process.
- 2.4.2 In addition to clauses 1.2.1 and 1.2.2, the Commonwealth is not liable to the tenderer for any costs on the basis of any promissory estoppel, quantum meruit or any other contractual, quasi contractual or restitutionary grounds whatsoever as a consequence of any matter or thing relating to, or incidental to the tenderer's participation in the RFT process, including without limitation, instances where:
- a. a tenderer is not engaged to undertake the performance of any resultant Contract;

- b. the Commonwealth varies or terminates the evaluation and selection process or any negotiations with a tenderer;
- c. the Commonwealth decides not to proceed with the RFT process in whole or in part;
- d. the Commonwealth's defence capability requirements change; or
- e. the Commonwealth exercises any other right under the RFT or at law.

## **2.5 Contact Officer for Request For Tender Inquiries (Core)**

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- 2.5.1 The Contact Officer for this RFT is:  
[...INSERT CONTACT OFFICER DETAILS...]
- 2.5.2 Tenderers must direct any questions regarding this RFT to the Contact Officer in writing.
- 2.5.3 Tenderers may submit questions to the Contact Officer up until five (5) Working Days prior to the Tender Closing Time.
- 2.5.4 Any question submitted by tenderers is submitted on the basis that the Commonwealth may circulate the tenderer's questions and Commonwealth answers to all other tenderers without disclosing the source of the questions or revealing Commercial-in-Confidence Information or the substance of the proposed tender.

## **2.6 Preparation and Transmission of Classified Tenders (Optional)**

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**Note to tenderers: For information on preparation and transmission of classified tenders and for access to the Defence Security Manual (DSM), tenderers should contact the Contact Officer.**

- 2.6.1 Classified content in tenders must be avoided where possible. If this cannot be achieved, tenders containing classified content must be prepared and transmitted as follows:
- a. for Australian tenders, in accordance with Part 2:33 of the Defence Security Manual (DSM), as amended from time to time; and
  - b. for overseas tenders, in accordance with the applicable industrial security information system regulations issued by the appropriate government security authority in their country. If transmission involves transmission by diplomatic bag, the overseas tenderer must use the diplomatic bag of its own government.

**Option: For when a Security Classification and Categorisation Guide is required.**

- 2.6.2 Tenderers must classify information in their tenders in accordance with the Security Classification and Categorisation Guide at Attachment J to the draft conditions of contract.

- 2.6.3 If only part of a tender contains classified content, that part may be segregated from the remainder of the tender for separate transmission. However, both parts of the tender are subject to the Tender Closing Time specified in clause 3.1. Care should therefore be taken to ensure that sufficient time is allowed for tenders to be received by the Tender Closing Time when secure means of transmission are used.

## **2.7 Defence Security Clearance Requirements (Core)**

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- 2.7.1 On request by the Commonwealth, the tenderer must comply with the Commonwealth personnel security clearance process as detailed in Part 2:20 of the DSM as amended from time to time, including obtaining the level of security clearance required by the Commonwealth.

## **2.8 Industry Briefing (Optional)**

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- 2.8.1 An industry briefing will be conducted at [...INSERT PLACE...] commencing at [...INSERT TIME...] on [...INSERT DATE...]. Representatives of prospective tenderers at the briefing will be limited to [...INSERT NUMBER...] personnel. Nominations to attend the briefing must be forwarded in writing to the Contact Officer specified in clause 2.5 by [...INSERT TIME/DATE...]. The following details are required:
- a. tenderer's name and location; and
  - b. full name of tenderer's representatives.

**Option: For when a classified industry briefing is required.**

2.8.2 Representatives of prospective tenderers must hold a current personnel security clearance at a minimum of [...INSERT CLASSIFICATION LEVEL...] level. Prospective tenderers must provide the following additional details for their representatives:

- a. nationality;
- b. date and place of birth; and
- c. current personnel security clearance and the Department which issued the clearance.

2.8.3 Industry briefings are conducted for the purpose of providing background information only. Tenderers should note the effect of clauses 1.4.1 and 2.1.3. Tenderers should not rely on a statement made at an industry briefing as amending or adding to this RFT unless that amendment or addition is confirmed by the Commonwealth in writing.

### **3 TENDER LODGEMENT**

#### **3.1 Lodgement of Tenders (Core)**

---

- 3.1.1 Tenders must be lodged in accordance with the Tender Lodgement Procedures and Late Tenders policy detailed in the DPPM, on or before 12.00 noon local time of the Tender Box Location on [...INSERT DATE...] (the 'Tender Closing Time') at:  
[...INSERT TENDER BOX ADDRESS...] (the 'Tender Box Location').
- 3.1.2 Tenders lodged after the Tender Closing Time may be excluded from consideration in accordance with the policy set out in the DPPM.
- 3.1.3 The tenderer must include [...INSERT RFT NUMBER...] on the packaging of the tender.

#### **3.2 Period of Tender (Core)**

---

- 3.2.1 The Commonwealth requires that tenders submitted in response to this RFT remain open for acceptance for a period of not less than [...INSERT PERIOD...] after the Tender Closing Time.
- 3.2.2 The Commonwealth may request an extension of the period identified in clause 3.2.1.

#### **3.3 Copies of Tenders (Core)**

---

- 3.3.1 The tenderer must lodge the original and [...INSERT NUMBER OF COPIES...] copies of the tender and any supporting documentation (such as brochures, handbooks and sample drawings). The original must be marked as the original and each copy sequentially marked with a copy number. In the event of any discrepancy between any copy and the original, the original will take precedence.
- 3.3.2 The tenderer must, in addition to lodging the hard copies required by clause 3.3.1, lodge with the original tender one electronically stored copy of the tender and supporting documentation, with read only access, which is machine readable in [...INSERT FORMAT...] format. In the event of any discrepancy between any electronically stored copy and the original, the original will take precedence.

#### **3.4 Alterations, Erasures and Illegibility (Core)**

---

- 3.4.1 Any alterations or erasures made to a tender by a tenderer must be initialled by that tenderer. Tenders containing alterations or erasures that are not initialled, or pricing or other information that is not stated clearly and legibly, may be excluded from consideration.

## **4 MATTERS CONCERNING TENDER RESPONSE**

### **4.1 Commercial-in-Confidence Information (Core)**

---

- 4.1.1 The Commonwealth may require a tenderer to execute a Deed of Confidentiality and Fidelity in the form at Annex J to Attachment I of the draft conditions of contract before being provided with some or all of the information included in the RFT. Whether or not such a Deed is required, and without limiting a tenderer's obligations under the Deed, tenderers must:
- a. treat the RFT and any information provided to tenderers by or on behalf of the Commonwealth in connection with the RFT process as Commercial-in-Confidence Information;
  - b. not disclose or use that information except as strictly required for the purpose of developing a tender in accordance with the RFT; and
  - c. not disclose that information to another tenderer unless that tenderer is a member of a consortium which is preparing a tender in accordance with clause 4.10.

### **4.2 Collusive Tendering (Core)**

---

- 4.2.1 Tenderers and their officers, employees, agents and advisers must not engage in any collusive tendering, anti-competitive conduct, or any other similar conduct in relation to:
- a. the preparation or lodgement of tenders;
  - b. the evaluation and clarification of tenders; and
  - c. the conduct and content of negotiations, including final Contract negotiations,
- in respect of this RFT or RFT process or any other RFT process being conducted by the Commonwealth in respect of its defence capability requirements.
- 4.2.2 For the purposes of clause 4.2.1, collusive tendering, anti-competitive conduct, or any other similar conduct may include the disclosure, exchange and clarification of information (in any form) whether or not such information is Commercial-in-Confidence Information to the Commonwealth or any other tenderer or any other person or entity.
- 4.2.3 In addition to any other remedies available under any law or any contract, the Commonwealth may, at its discretion, immediately reject any tender lodged by a tenderer that, in the Commonwealth's reasonable opinion, has engaged in any collusive tendering, anti-competitive conduct, or any other similar conduct with any other tenderer or any other person in relation to the preparation or lodgement of tenders whether in respect of this RFT or RFT process or any other RFT process being conducted by the Commonwealth in respect of its defence capability requirements.

### **4.3 Unlawful Inducements (Core)**

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- 4.3.1 Tenderers and their officers, employees, agents and advisers must, at all times during the RFT process, comply with any applicable laws or Commonwealth policies regarding the offering of unlawful inducements in connection with the preparation of their tender.

### **4.4 Improper Assistance (Core)**

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- 4.4.1 Tenders that, in the opinion of the Commonwealth, have been compiled:
- a. with the improper assistance of employees of the Commonwealth or former employees of the Commonwealth, including its agency the Department of Defence or contractors or former contractors of the Commonwealth;
  - b. with the utilisation of information unlawfully obtained from the Commonwealth;
  - c. in breach of an obligation of confidentiality to the Commonwealth; or
  - d. contrary to the conditions of tender in this RFT,
- may be excluded from further consideration.

#### **4.5 Use of Former Defence Personnel in Tender Preparation and Process (Core)**

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- 4.5.1 Without limiting the operation of clause 4.4, a tenderer must not, without prior written approval from the Commonwealth, permit a person to contribute to, or participate in, any process relating to the preparation of the tenderer's tender or the RFT process, if:
- a. the person was involved at any time in the planning of the project to which this RFT relates, the preparation of this RFT, or the management of the RFT process; or
  - b. the person was at any time during the six months immediately preceding the date of issue of this RFT:
    - (i) employed by the Department of Defence;
    - (ii) a member of the ADF; or
    - (iii) a consultant or other service provider engaged by the Department of Defence or the ADF to provide services relating to Defence procurement processes.

#### **4.6 Conflict of Interest (Core)**

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- 4.6.1 A tenderer must not, and must ensure that its officers, employees, agents and advisers do not, place themselves in a position that may or does give rise to an actual, potential or perceived conflict of interest between the interests of the Commonwealth and the tenderer's interests during the RFT process.
- 4.6.2 If during the RFT process a conflict of interest arises, or appears likely to arise, the tenderer must notify the Commonwealth immediately in writing and take such steps as the Commonwealth may reasonably require to resolve or otherwise deal with the conflict. If the tenderer fails to notify the Commonwealth or is unable or unwilling to resolve or deal with the conflict as required, the tender may be excluded from further consideration.

#### **4.7 Unconditional Tenders (Core)**

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- 4.7.1 Each tenderer must make an unconditional offer and, to the extent reasonably possible, obtain any necessary government or other approvals, consents or authorisations to enable it to enter into a Contract on an unconditional basis. Before any tender is accepted, and as part of a deed of offer or otherwise, the tenderer may be required to confirm that its tender is unconditional and that it is able to enter into a Contract on an unconditional basis.

#### **4.8 Use of Tender Documents (Core)**

---

- 4.8.1 All tender documents submitted in response to this RFT become the property of the Commonwealth. Tenderers submit documents in response to this RFT on the basis that the Commonwealth may use, retain and copy the information contained in those documents for the purposes of:
- a. evaluation and selection of any tender with respect to this RFT;
  - b. preparation and negotiation of any resultant Contract; and
  - c. verifying the currency, consistency and adequacy of information provided under any other RFT process conducted by the Commonwealth.
- 4.8.2 In addition to clause 4.8.1, the Commonwealth may disclose tender documents or any part of the tender documents to a third party for the purposes of assisting the Commonwealth in the conduct of the RFT process, including evaluation and selection of any tender and preparation and negotiation of any resultant Contract. The Commonwealth may, at its discretion, obtain appropriate confidentiality undertakings from the third party prior to disclosure.
- 4.8.3 Nothing in this clause 4.8 changes or affects the ownership of IP in the information contained in the tender documents.

#### **4.9 Return of Information to the Commonwealth (Core)**

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- 4.9.1 Without limiting the provisions of any Deed of Confidentiality and Fidelity that may be required by the Commonwealth under clause 4.1, the Commonwealth may, at its discretion and at any stage during or after the RFT process, require that all information (whether

Commercial-in-Confidence Information or otherwise) provided to tenderers in any tangible form (including all copies of the information) be:

- a. returned to the Commonwealth, and that tenderers promptly return all such information to the address identified by the Commonwealth; or
- b. destroyed by the tenderer, in which case the tenderer must promptly destroy all such information and provide the Commonwealth with written certification of such destruction.

#### **4.10 Part and Joint Tenders (Core)**

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4.10.1 The Commonwealth will not consider a tender for part of the Services.

4.10.2 Without limiting the Commonwealth's rights, the Commonwealth intends to enter into a Contract with a single legal entity that will be the party responsible for the performance of any resultant Contract. If tenderers submit a consortium tender for the Services, the consortium tender must:

- a. include in the tender the information sought in the RFT for each member of the consortium;
- b. describe in detail in the tender the relationship between each member of the consortium and the structure proposed for management of the consortium;
- c. provide in the tender that each member of the consortium is jointly and severally liable for the performance of all members of the consortium under any resultant Contract or that one member of the consortium is fully liable for the performance of all members of the consortium; and
- d. include such other information that the Commonwealth requires to undertake a risk assessment of the proposed consortium tender.

4.10.3 The Commonwealth will not consider a joint tender other than a tender submitted in accordance with clause 4.10.2.

#### **4.11 Alternative Proposals (Core)**

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4.11.1 Without limiting its rights in relation to a tender, the Commonwealth may, at its discretion, consider an alternative proposal submitted by a tenderer. The Commonwealth will not consider an alternative proposal unless:

- a. the alternative proposal is submitted together with a tender that conforms to the requirements of this RFT;
- b. the tender demonstrates that the alternative proposal represents greater value for money for the Commonwealth than its conforming tender and will deliver the outcomes sought by the Commonwealth in this RFT;
- c. the tender fully describes the alternative proposal, including:
  - (i) the advantages, disadvantages, limitations and capability of the alternative proposal; and
  - (ii) the extent to which the adoption of the alternative proposal would impact upon the tenderer's conforming tender, including any financial impact, impact on the provision of the Services (including the achievement of Outcomes) and any other consequences of the alternative proposal; and
- d. the tender contains sufficient and verifiable supporting information and data to enable a comparison of the alternative proposal against conforming tenders.

4.11.2 The Commonwealth may evaluate any alternative proposal in accordance with the RFT.

#### **4.12 Substitution of Tenderer (Core)**

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4.12.1 If during the period following the submission of the tender and prior to execution of any resultant Contract with the successful tenderer, there occurs:

- a. any of the events described in clauses 12.2.1a to 12.2.1h of the draft conditions of contract in respect of the tenderer; or

- b. any other event that has the effect of substantially altering the composition or control of the tenderer or the business of the tenderer,

the Commonwealth may allow at its discretion, in limited circumstances and on such terms as the Commonwealth considers appropriate, the substitution of that tenderer with another legal entity upon receipt of a joint written request from or on behalf of the tenderer and the other legal entity.

- 4.12.2 If no request for substitution is made, or the Commonwealth chooses not to allow the substitution under clause 4.12.1, the Commonwealth may, at its discretion, decide not to consider the tender any further or, in considering it, may take into account the impact of the event on the information provided in the tender.
- 4.12.3 If the Commonwealth allows the substitution under clause 4.12.1, the Commonwealth will evaluate the tender in its original form prior to the event, except that the impact of the event on the information provided in the tender may be taken into account.

## **5 COMPETITIVE SELECTION PROCESS**

### **5.1 Overview (Core)**

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5.1.1 Subject to the Commonwealth's rights in this RFT, the major phases, processes and activities of this RFT process after issue of this RFT are outlined in this section.

### **5.2 Financial Investigation of Tenders (Core)**

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5.2.1 The Commonwealth may, at its discretion, investigate the financial aspects of a tender, including relevant systems and processes of the tenderer.

5.2.2 An investigation under clause 5.2.1 may be conducted at any time prior to selection of any preferred tenderer(s) or prior to signature of any resultant Contract, as the Commonwealth elects.

5.2.3 On request by the Commonwealth, the tenderer must facilitate any investigation under clause 5.2.1.

5.2.4 Without limiting clause 5.2.1, the Commonwealth may, in any investigation under clause 5.2.1:

- a. investigate the cost components of the tendered pricing to determine whether those components comply with applicable Commonwealth or Defence policies, including in relation to the reasonableness of those costs, their allocation to the proposed Contract and the extent to which those costs include costs that, under those policies, are not allowable;
- b. investigate the extent to which the tendered pricing reflects the actual costs likely to be incurred by the tenderer in carrying out the proposed Contract;
- c. investigate the rate of return that the Contractor is likely to achieve if the tendered pricing is accepted and the extent to which the rate of return will depend on performance against the KPIs;
- d. investigate the extent to which the tendered pricing, including the At Risk Amount and the performance management regime in the draft Contract, affect the tenderer's risk profile in relation to the proposed Contract;
- e. how the tendered pricing relates to the pricing in other contracts between the Commonwealth and the tenderer, or a Related Body Corporate or a special purpose vehicle in which the tenderer is or has been involved;
- f. whether the carrying out of the proposed Contract would involve any cross-subsidisation or transfer-pricing between any of tenderer, a Related Body Corporate and a special purpose vehicle in which the tenderer is or has been involved; and
- g. if this RFT proposes a specified Industry Requirement, whether the tendered pricing properly identifies the additional costs for work involved in addressing the Industry Requirement, and whether such costs are clearly described, justified on a life-cycle value for money basis and individually costed.

5.2.5 The tenderer must, for the purpose of this clause 5.2 and on request by the Commonwealth:

- a. allow and procure access for personnel conducting a financial investigation to tenderer and Related Body Corporate or special purpose vehicle records, officers, employees, agents and advisers relevant to the matters referred to in clause 5.2.4; and
- b. ensure that requests from the personnel conducting a financial investigation for information in connection with the matters referred to in clause 5.2.4 (including information which will allow a breakdown of the tenderer's pricing and costs) are satisfied on a timely basis.

### **5.3 Tender Presentations (Optional)**

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- 5.3.1 The Commonwealth may, after Tender Closing Time and having provided tenderers with reasonable notice, require any or all tenderers to provide a presentation on the tenderer's proposal at [...INSERT LOCATION...].

### **5.4 Tender Evaluation (Core)**

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- 5.4.1 Tenders will be evaluated on the basis of best value for money consistent with Commonwealth procurement policies, utilising the tender evaluation criteria at clause 6. Neither the lowest priced tender nor any tender will necessarily be accepted by the Commonwealth.
- 5.4.2 The Commonwealth may:
- a. consider additional information related to any evaluation criteria;
  - b. use material tendered in response to one evaluation criterion in the evaluation of other criteria; or
  - c. subject to its IP and Commercial-in-Confidence obligations, use material tendered by the tenderer in other RFT processes conducted by the Commonwealth for purposes consistent with the Commonwealth's procurement objectives.
- 5.4.3 If additional criteria are intended to be applied for the purposes of evaluation, the Commonwealth will notify tenderers in accordance with clause 1.4, who will be given an opportunity to respond.
- 5.4.4 Tenders that are incomplete, non-compliant with the conditions of tender or essential requirements, or clearly non-competitive may be either excluded from consideration at any time during the evaluation process at the Commonwealth's discretion, or the Commonwealth may consider such tenders and seek clarification under clause 5.5.

**Note to drafters: Drafters are required to insert the relevant TDRs as required by the following clause.**

- 5.4.5 Without limiting clause 5.4.5, the Commonwealth may exclude a tender from further consideration if the tenderer does not provide information required by any of the following TDRs in the Annexes to Attachment A to this RFT:
- a. [...TDR C-2 Limitation of Liability...];
  - b. [...TDR C-3 Insurance...];
  - c. [...TDR E-1 Past Performance...]; and
  - d. [...INSERT OTHER TDRs AS APPLICABLE...].
- 5.4.6 If a tenderer is found to have made a false, misleading or deceptive claim or statement, the Commonwealth may exclude the tender from further consideration at any time.

### **5.5 Clarification (Core)**

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- 5.5.1 The Commonwealth may, at any time during the RFT process, seek clarification from and enter into discussions with any or all of the tenderers in relation to their tender. The Commonwealth may seek additional information in respect of any aspect of a tender at any time. The Commonwealth may request to visit the facilities of tenderers and their proposed Subcontractors to verify or clarify attributes of the tendered Services. The Commonwealth may use such information in interpreting the tender and in evaluating the cost and risk to the Commonwealth of accepting the tender. The Commonwealth is not under any obligation to take into account additional information provided by a tenderer in response to a request.
- 5.5.2 Without limiting the Commonwealth's rights in the RFT, the Commonwealth may at any time during the RFT process, select one or more tenderers with which to conduct contract negotiations.
- 5.5.3 The Commonwealth intends that it will not select a preferred tenderer until all material technical, commercial, legal, financial and operational aspects of the tender have been agreed and documented.

**5.6 Negotiation (Core)**

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- 5.6.1 The Commonwealth may engage one or more tenderers in detailed discussions and negotiations with the goal of maximising the benefits of the RFT as measured against the evaluation criteria set out in clause 6 and fully understanding a tenderer's offer, including risk allocation. As part of this process, tenderers may be asked to:
- a. clarify, improve or consolidate any of the technical, commercial, legal, financial and operational aspects of their tenders; or
  - b. enter into an agreement with the Commonwealth relating to the terms of the detailed engagement with that tenderer.

**5.7 Preferred Tenderer Status (Core)**

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- 5.7.1 The Commonwealth may select a tenderer as preferred tenderer, but such selection:
- a. does not affect or limit the Commonwealth's rights or the tenderer's obligations under the RFT;
  - b. is not a representation that a Contract will be entered into between the Commonwealth and that tenderer,
- and the Commonwealth may recommence or commence negotiations under the RFT with any other tenderer whether or not a tenderer has been selected as preferred tenderer.

**5.8 Debriefing of Tenderers (Core)**

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- 5.8.1 Following the award of any resultant Contract, unsuccessful tenderers will be notified of the final decision and may request a tender debriefing. Tenderers requiring a debriefing should contact the Contact Officer specified in clause 2.5.
- 5.8.2 Tenderers will be debriefed against the evaluation criteria contained in clause 6. In accordance with Commonwealth policy, a tenderer will not be provided with information concerning other tenders, except for publicly available information such as the name of the successful tenderer and the total price of the winning tender. No comparisons with other tenders will be made.

## 6 TENDER EVALUATION CRITERIA

### 6.1 Tender Evaluation Criteria (Core)

**Note to drafters: Additional or alternative evaluation criteria may be included in the following list where appropriate. Drafters should only include criteria that will be used by the Commonwealth during tender evaluation. In the event of amendment to the list, drafters should also ensure that the evaluation items (eg TDRs) are accurately mapped against the criteria.**

6.1.1 Subject to clause 5.4, the criteria to be applied for the purposes of evaluation (including matters that the Commonwealth may take into account in assessing tenders against an individual criterion) are those set out in column (a) in the following Table. The criteria are not in any order of importance. For each criterion, column (b) in the Table sets out an indicative, non-exhaustive list of the sub-criteria to be applied and the matters that the Commonwealth may take into account in assessing tenders against the criterion.

**Note to drafters: Where the RFT is for both acquisition and support, and both TDRs are included under one COT (acquisition as Attachment A and support as Attachment B), then references to the Annexes below should be amended to identify the Attachment (eg 'Past Performance Annex E to Attachment B').**

**Entries in the table below are sub-clauses to the clause above, to enable cross-referencing if necessary (eg Key Criteria a is sub-clause 6.1.1a). Drafters should continue this numbering structure when adding or deleting criteria.**

Key Criteria	Subordinate Criteria and Evaluation Items
<p>a. past performance of contractual obligations by the tenderer, proposed Subcontractors and, if applicable, Related Bodies Corporate of the tenderer.</p> <p><b>Note to tenderers: If the Commonwealth takes an adverse view of tenderer past performance or proposes to exclude the tenderer from further consideration based on information obtained for sub criterion 3, the Commonwealth may, at its discretion, request further information from the tenderer in accordance with clause 5.8.</b></p>	<p>1. past performance of contractual obligations as recorded on any Company ScoreCard held by Defence in relation to any contracts between the Commonwealth and the tenderer and the Commonwealth and any proposed Subcontractor.</p> <p>Company ScoreCard Past Performance, Annex E</p> <p>2. past performance of contractual obligations of the tenderer or any proposed Subcontractor, as advised by referees.</p> <p>Past Performance, Annex E</p> <p>3. past performance of contractual obligations of the tenderer or any proposed Subcontractor from information otherwise obtained by the Commonwealth.</p> <p>4. if the tenderer proposes to utilise the skills or resources of a Related Body Corporate, or to secure its performance through a Related Body Corporate, information on past performance of contractual obligations as obtained by or available to the Commonwealth in relation to contracts between the Related Body Corporate and the Commonwealth.</p>
<p>b. the extent to which the tendered</p>	<p>1. compliance with the Commonwealth's proposed</p>

Key Criteria	Subordinate Criteria and Evaluation Items
<p>solution is assessed as being capable of achieving performance Outcomes and the assessed level of risk relating to the achievement of the Outcomes.</p>	<p>set of Key Performance Indicators and the assessed level of risk relating to the compliance.</p> <p>Statement of Compliance, Annex A Risk Assessment and Strategy, Annex E Past Performance, Annex E Draft Verification and Validation Plan, Annex G</p> <p>2. compliance with the Commonwealth's proposed set of OPMs that relate to Contractor performance, and the assessed level of risk relating to the compliance.</p> <p>Statement of Compliance, Annex A Risk Assessment and Strategy, Annex E Past Performance, Annex E Draft Verification and Validation Plan, Annex G</p> <p>3. the soundness of the intended approach to satisfying the performance-assessment processes defined in the draft Contract.</p> <p>Statement of Compliance, Annex A Draft Verification and Validation Plan, Annex G</p>
<p>c. the extent to which the tendered solution is assessed as being capable of achieving productivity improvements for the Commonwealth, and the assessed level of risk relating to those improvements.</p>	<p>1. the soundness of the intended approach to the Efficiencies program (and, if applicable, the Commonwealth's perceived value) of the proposed Efficiencies referred to in the draft Efficiencies Implementation Plan.</p> <p>Statement of Compliance, Annex A Risk Assessment and Strategy, Annex E Draft Efficiencies Implementation Plan, Annex E</p> <p>2. the degree of innovation in the intended approach that promotes the achievement of the Commonwealth's objectives for productivity improvement and a reduction in the Total Cost of Ownership;</p> <p>Description of Proposed Support System, Annex F Draft Efficiencies Implementation Plan, Annex E Risk Assessment and Strategy, Annex E Draft Support Services Management Plan, Annex G</p> <p>3. the impact of the proposed Efficiencies on the ability of the tender to achieve performance Outcomes and provide the Services in accordance with the draft Contract, including the draft SOW</p>

Key Criteria	Subordinate Criteria and Evaluation Items
	<p>Description of Proposed Support System, Annex F</p> <p>Draft Efficiencies Implementation Plan, Annex E</p> <p>Risk Assessment and Strategy, Annex E</p> <p>Draft Support Services Management Plan, Annex G</p>
<p>d. the extent to which the tendered solution is capable of providing the Services in accordance with the requirements of the draft Contract, including the draft Statement of Work (SOW), and the assessed level of risk relating to performance of these Services in accordance with those requirements.</p>	<p>1. the compliance of the tenderer's proposed solution with the Operating Support, Engineering, Maintenance, Supply and Training Services requirements of the draft SOW, including Detailed Services Descriptions (DSDs), and Annexes, and the assessed level of risk relating to the compliance.</p> <p>Statement of Compliance, Annex A (<i>Operating Support, Engineering Support, Maintenance Support, Supply Support, Training Support and Support Resource requirements of the draft SOW, including DSDs</i>)</p> <p>Risk Assessment and Strategy, Annex E</p> <p>2. the integrity and maturity of the tenderer's, and proposed Subcontractors', proposed processes and infrastructure for providing the Operating Support, Engineering, Maintenance, Supply and Training Services, as required by the draft Contract.</p> <p>Company Profile / Tenderer's Ability to Supply, Annex A</p> <p>Risk Assessment and Strategy, Annex E</p> <p>Description of Proposed Support System, Annex F</p> <p>Draft Support Services Management Plan, Annex G</p> <p>Statement of Relevant Experience, Annex G</p> <p>3. the adequacy of the tenderer's intended approach for the management of Operating Support, Engineering, Maintenance, Supply and Training Services, as required by the draft Contract.</p> <p>Description of Proposed Support System, Annex F</p> <p>Draft Support Services Management Plan, Annex G</p> <p>Draft Operating Support Plan, Annex G (<i>if required</i>)</p> <p>Draft Contractor Engineering Management Plan, Annex G (<i>if required</i>)</p> <p>Other draft Engineering plans, Annex G (<i>if required</i>)</p> <p>Draft Maintenance Management Plan, Annex G (<i>if required</i>)</p> <p>Draft Supply Support Plan, Annex G (<i>if required</i>)</p> <p>Draft Training Support Plan, Annex G (<i>if required</i>)</p>

Key Criteria	Subordinate Criteria and Evaluation Items
	<p>4. the extent and relevance of the tenderer's experience, and the experience of proposed Subcontractors, in the provision of Operating Support, Engineering, Maintenance, Supply and Training Services required by the draft SOW.</p> <p>Statement of Relevant Experience, Annex G Draft Support Services Management, Plan Annex G</p> <p>5. the extent to which the tenderer's proposed solution for managing and providing Services will enable the technical regulation of Engineering and Maintenance processes to be satisfied, as required by the draft SOW.</p> <p>Authorised Engineering Organisation / Accredited Engineering Organisation Application, Annex G <i>(if required)</i></p> <p>Authorised Maintenance Organisation / Accredited Maintenance Organisation Applications, Annex G <i>(if required)</i></p> <p>6. the compliance of the tenderer's proposed solutions with the Support Resource requirements of the draft SOW, and the assessed level of risk relating to the compliance.</p> <p>Statement of Compliance, Annex A <i>(Support Resource section of the draft SOW)</i></p> <p>Risk Assessment and Strategy, Annex E Description of Proposed Support System, Annex F Draft Support Services Management Plan, Annex G</p> <p>7. the demonstrable capability of the tenderer to undertake the work detailed in the SOW in accordance with the draft Contract.</p> <p>The Company Profile/Tenderer's Ability to Supply, Annex A Business Resource Planning <i>(in draft SSMP)</i>, Annex G</p>
<p>e. the extent to which the tenderer's overall management proposal for the provision of Services meets the requirements of the draft Contract, including the draft SOW, and the assessed level of risk relating to management of the Services.</p>	<p>1. the compliance of the tenderer's proposed solution with the management requirements of the draft SOW for the provision of Services and the assessed level of risk relating to the compliance.</p> <p>Statement of Compliance, Annex A <i>(General, SSM and QM sections of the draft SOW)</i></p> <p>Description of Proposed Support System, Annex F Draft Support Services Management Plan, Annex G Risk Assessment and Strategy, Annex E Quality Statement, Annex E</p>

Key Criteria	Subordinate Criteria and Evaluation Items
	<p>Facility Clearance Requirement, Annex E</p> <p>Government Furnished Material, Annex E <i>(if required)</i></p> <p>Government Furnished Facilities, Annex E <i>(if required)</i></p> <p>Government Furnished Services, Annex E <i>(if required)</i></p> <p>2. the adequacy of the tendered management plans and strategies including in relation to the management of proposed Subcontractors.</p> <p>Draft Support Services Management Plan, Annex G</p> <p>Draft Surge Management Plan, Annex G <i>(if required)</i></p> <p>Description of Proposed Support System, Annex F</p> <p>3. the adequacy of the tendered Environmental management statement and health and safety management statement and the demonstrable capability of the tenderer to satisfy the requirements of the draft Contract in relation to the Environment and health and safety, including in relation to proposed Subcontractors.</p> <p>Environmental Management Statement, Annex G <i>(if required)</i></p> <p>Health and Safety Management Statement, Annex G <i>(if required)</i></p> <p>Ozone Depleting Substances, Synthetic Greenhouse Gases, Dangerous Goods and Hazardous Substances, Annex E</p> <p>4. the adequacy and credibility of the tenderer's Phase In proposal. (Optional)</p> <p>Draft Phase In Plan, Annex G <i>(if required)</i></p> <p>5. the credibility of the tendered Contract Work Breakdown Structure and Support Services Master Schedule. (Optional)</p> <p>Draft Contract Work Breakdown Structure, Annex E <i>(if required)</i></p> <p>Draft Support Services Master Schedule, Annex E <i>(if required)</i></p> <p>6. the extent to which the tenderer's proposed Key Staff Positions address the risk profile of the draft Contract and are able to be matched with skills available within the proposed support-services team (including Subcontractors) that will perform the work required under the draft Contract.</p> <p>Key Staff Positions, Annex E</p>

Key Criteria	Subordinate Criteria and Evaluation Items
	<p>Key Persons Management (<i>in draft SSMP</i>), Annex G</p> <p>7. the quality and credibility of the tenderer's risk assessment and the adequacy of the tenderer's strategy for management of the risks to both the tenderer and the Commonwealth.</p> <p>Risk Assessment and Strategy, Annex E</p> <p>8. the adequacy of the tendered quality statement and the suitability of the Quality accreditation of the tenderer and proposed Subcontractors.</p> <p>Quality Statement, Annex E</p>
<p>f. the extent to which the tenderer is compliant with the draft Ethics Letter and the assessed level of risk relating to any amendments proposed by the tenderer.</p>	<p>1. the tenderer's willingness to provide an Ethics Letter in the form proposed by the Commonwealth and the assessed level of risk relating to any proposed amendments.</p> <p>Ethics Letter, Annex C.9</p>
<p>g. the extent to which the tenderer's proposed solution is compliant with the draft Contract, and the assessed level of risk relating to the negotiation of a contract acceptable to the Commonwealth.</p>	<p>1. the compliance of the tenderer's proposed solution with the requirements for the Services, and performance, acceptance and ownership provisions of the draft conditions of contract, and the assessed level of risk relating to the compliance.</p> <p>Statement of Compliance, Annex A</p> <p>Importation of Services and Export Approvals, Annex C</p> <p>Government Furnished Material, Annex E (<i>if required</i>)</p> <p>Government Furnished Facilities, Annex E (<i>if required</i>)</p> <p>Government Furnished Services, Annex E (<i>if required</i>)</p> <p>Securities, Annex D</p> <p>Risk Assessment and Strategy, Annex E</p> <p>2. the compliance of the tenderer's proposed solution with warranty and indemnity provisions, insurance and other risk management provisions of the draft conditions of contract, including any proposed capping of liability, and the assessed level of risk relating to the compliance.</p> <p>Statement of Compliance, Annex A</p> <p>Warranty and Latent Defects, Annex C</p> <p>Liability, Annex C</p> <p>Insurance, Annex C</p> <p>Risk Assessment and Strategy, Annex E</p> <p>3. the compliance of the tenderer's proposed</p>

Key Criteria	Subordinate Criteria and Evaluation Items
	<p>solution with contract interpretation, Defence Security, dispute and termination, the rights and remedies of the Commonwealth in respect of breach of contract, and other contract provisions, and the assessed level of risk relating to the compliance.</p> <p>Statement of Compliance, Annex A Risk Assessment and Strategy, Annex E</p>
<p>h. the extent to which the tender proposes IP rights to the Commonwealth, and the assessed level of risk relating to the negotiation of IP provisions acceptable to the Commonwealth.</p>	<p>1. the compliance of the tenderer's proposed solution with the IP provisions of the draft conditions of contract and the assessed level of risk relating to the compliance.</p> <p>Statement of Compliance, Annex A Intellectual Property, Annex C Schedule of Subcontractors, Annex A Draft Support Services Management Plan, Annex G</p>
<p>i. the financial and corporate viability of the tenderer and proposed Subcontractors to fulfil Contract obligations.</p>	<p>1. the proposed corporate structure of the tenderer, relevant to the provisions and Services of the draft Contract, and any corporate group of which the tenderer is a part.</p> <p>Company Profile, Annex A Organisational structure and relation with Subcontractors (<i>in draft SSMP</i>), Annex G</p> <p>2. the assessed level of risk associated with the proposed corporate relationship between the tenderer and its Subcontractors (including whether Subcontractors are part of the same corporate structure).</p> <p>Statement of Compliance, Annex A Company Profile, Annex A Agency Arrangements, Annex D Schedule of Subcontractors, Annex A</p> <p>3. the extent to which proposed securities are acceptable.</p> <p>Securities, Annex D</p> <p>4. the financial and corporate viability of the tenderer and proposed Subcontractors.</p> <p>Company Profile/Tenderer's Ability to Supply, Annex A Business Resource Planning, Annex C Financial Reports (<i>from credit agencies</i>)</p>

Key Criteria	Subordinate Criteria and Evaluation Items
	<p>5. the extent to which the tenderer has binding arrangements for financial, technical, management or resourcing support from Related Bodies Corporate and other parties relevant to the provision of the Services, and the terms on which that support will be provided, and the risks associated with those arrangements.</p> <p>Company Profile/Tenderer's Ability to Supply, Annex A  Schedule of Subcontractors, Annex A  Agency Agreements, Annex D</p>
<p>j. the tendered prices and pricing structure.</p>	<p>1. the compliance of the tenderer's proposed solution with the price and payment provisions, including the degree of exposure to adjustments for fluctuation in exchange rates and in the cost of labour and materials, and the assessed level of risk relating to the compliance.</p> <p>Statement of Compliance, Annex A  Price and Delivery Schedule, Annex D  Items for which Specific Prices are Required, Annex D  Adjustments for Exchange Rate Fluctuations, Annex D  Adjustment for Fluctuations in the Cost of Labour and Materials, Annex D</p> <p>2. the assessed value to Defence of the proposed Milestones, where applicable, and whether payments are assessed as reflecting the risk profile of the Milestones.</p> <p>Schedule of Payments, Annex D  Securities, Annex D</p> <p>3. the compliance of the tenderer's response with the Commonwealth's proposed financial arrangements relating to Key Performance Indicators and the assessed level of risk relating to the compliance.</p> <p>Statement of Compliance, Annex A  Items relevant to Performance Management, Annex D  Draft Verification and Validation Plan, Annex E</p>
<p>k. the extent to which the tenderer's proposal in relation to AIC will achieve the AIC requirements of the draft Contract.</p>	<p>1. the compliance of the tenderer's response with the AIC requirements of the draft contract and the assessed level of risk relating to the compliance.</p> <p>Statement of Compliance, Annex A</p> <p>2. the extent to which the tendered draft AIC Plan will achieve the Industry Requirements.</p>

Key Criteria	Subordinate Criteria and Evaluation Items
	<p data-bbox="715 255 1007 286">Draft AIC Plan, Annex H</p> <p data-bbox="715 344 1409 495">3. the nature and extent of ANZ and SME involvement and future commercial opportunities domestically and internationally, including any involvement in global supply chains flowing from the tenderer's proposed AIC arrangements.</p> <p data-bbox="715 521 943 553">AIC Plan, Annex H</p> <p data-bbox="715 560 1366 591">Company Profile/Tenderer's Ability to Supply, Annex A</p> <p data-bbox="715 602 1161 633">Schedule of Subcontractors, Annex A</p> <p data-bbox="715 660 1171 692">Price and Delivery Schedule, Annex D</p> <p data-bbox="715 745 1361 837">4. the quality of the tendered AIC management proposal for validating and reporting AIC achievement.</p> <p data-bbox="715 860 943 891">AIC Plan, Annex H</p>