

ANNEX A TO ATTACHMENT A**COMMERCIAL (CORE)****1. COMPANY PROFILE/TENDERER'S ABILITY TO SUPPLY (CORE)**

1.1 Tenderers must provide the following information:

- a. the tenderer's background, experience and resources relevant to its ability to meet the requirement (including design and development aspects);
- b. details of any other matters relating to commercial, technical or financial capability of the tenderer which may materially affect the tenderers ability to perform the obligations under any resultant contract. This should include:
 - (i) the proportionate value of any resultant contract, if the tender was accepted, in relation to the tenderer's total income and value of work; and
 - (ii) how the tenderer would mitigate its risks, and how it would redeploy resources and maintain sufficient cash flow in the event of a delay to a Milestone or a delay in a payment to the contractor becoming due under any resultant contract for any reason;
- c. details of any orders, contracts, joint ventures, collaborations with other firms or companies or any other commitments relevant to the tenderer's ability to meet the requirement;
- d. the following details of the tenderer, as applicable:
 - (i) the full name of the tenderer;
 - (ii) any trading or business name;
 - (iii) if a company, the registered office, principal place of business and an outline of the company structure;
 - (iv) the date and place of incorporation;
 - (v) individual shareholders holding 20 percent or more of any issued share capital;
 - (vi) particulars of any foreign national or foreign bodies or organisations in a position to exercise or influence control over the tenderer;
 - (vii) related companies within the meaning of Section 50 of the *Corporations Act 2001*;
 - (viii) for a foreign firm or company, details of its registration, incorporation and place of business in Australia, the name of any Australian representative and its A.B.N. (if any); and
 - (ix) if an Australian company, its A.C.N./A.R.B.N. and A.B.N as applicable.
- e. identification of any trust or fiduciary capacity in which the tenderer proposes to perform any resultant contract;
- f. particulars of any civil or criminal litigation or proceeding, actual or threatened involving either the tenderer or its directors, or the existence of any breach or default of any agreement, order or award binding on the tenderer or any judgement or decision which is likely to adversely affect the tenderer's performance of any resultant contract; and
- g. copies of Annual Statement of Financial Position and Statement of Financial Performance with the appropriate accompanying notes for the three previous financial years. If the tenderer is a part of a group of companies, those documents or the equivalent information relating to the tenderer as a single entity.

ANNEX A TO ATTACHMENT A**2. SCHEDULE OF SUBCONTRACTORS (CORE)***Draft conditions of contract reference: clause 10.9*

- 2.1 Tenderers must provide details in the format at Table 1 of all proposed Subcontractors that trigger any of the criteria listed in clause 10.9.3 of the draft conditions of contract.
- 2.2 In addition, for each of the proposed Subcontractors, that trigger any of the criteria listed in clause 10.9.3 of the draft conditions of contract, tenderers must provide the details set out in clause 1.1c of this Annex.

Table 1: Schedule of Subcontractors Response Format

Proposed Subcontractor	Work To Be Subcontracted Including Technical Significance	Equipment/Supplies	Value (\$A)

3. STATEMENT OF COMPLIANCE (CORE)

- 3.1 Tenderers must state their compliance or otherwise with each clause of the conditions of tender and annexes to the conditions of tender, draft conditions of contract and Attachments, and the draft SOW, including any Annexes/Attachments to the draft SOW in accordance with the following requirements and the Statement of Compliance Format at Table 2. Responses are to be in the order in which the clauses appear and refer to the relevant clause number, Annex or Attachment. Responses are to be limited to the following expressions, which are defined in the Glossary at Attachment M to the draft conditions of contract:
- 'Complies';
 - 'Does Not Comply'; or
 - 'Exceeds Requirement'.
- 3.2 The tenderer must provide separately a summary list of clauses in respect of which there is non-compliance.

Table 2: Statement of Compliance Format

	Clause No. (Note 1)	Compliance	Comments (Note 2)	Location in Tender (Note 3)
Conditions of tender				
Annexes to conditions of tender				
Draft conditions of contract				
Attachments to draft conditions of contract				
Draft SOW				
Annexes to draft SOW				

ANNEX A TO ATTACHMENT A**Notes to tenderers:**

1. *If appropriate, compliance may be indicated against groups of clauses, e.g. clause 6.1 to 6.3. inclusive – ‘Complies’.*
2. *If an offer does not comply with a particular clause, the tenderer must state:*
 - a. *the extent, justification and impact of non-compliance; and*
 - b. *the location of full details of any alternative proposal, including for the draft conditions of contract an alternative clause.*
3. *If applicable, provide the location (by volume number, section, clause or page number, etc.) where supporting compliance details or comments can be found.*

ANNEX B TO ATTACHMENT A

DECLARATION BY TENDERER (CORE)

1. DECLARATION BY TENDERER (CORE)

1.1 Tenderers must provide a declaration in the following format:

(...INSERT NAME OF TENDERER AND A.C.N./A.B.N./A.R.B.N...) submits its tender to provide the Supplies solicited by RFT [...INSERT RFT NUMBER...] at the prices tendered and, subject to the statement of compliance, in accordance with the draft Contract. In preparing this tender, the tenderer acknowledges that it is aware of Part V of the *Trade Practices Act 1974* and Division 137 of the *Criminal Code* and that its tender does not contain any false, misleading or deceptive misrepresentations, claims or statements.

By submitting its tender, the tenderer acknowledges and agrees:

- a. to the Commonwealth's rights in the RFT;
- b. that tenders are prepared in accordance with the RFT and are accurate, complete and not misleading;
- c. that the Commonwealth can utilise all relevant information about the tenderer's performance on Commonwealth procurement activities;
- d. that the tenderer conducted itself in a manner that is at least consistent with the Commonwealth's obligations to act in accordance with the applicable Commonwealth procurement framework, for example to ensure certainty of costs and value for money;
- e. that the Commonwealth can rely on the tender in accurately assessing compliance with the RFT, risks and risk management options and value for money in accordance with the RFT;
- f. that representations made in the tender when incorporated in any resultant contract, will be fully complied with by the tenderer;
- g. that they have informed the Commonwealth about Supplies that contain any form of asbestos; and
- h. that the tenderer has no judicial decisions against it (excluding decisions under appeal) relating to unpaid employee entitlements where the entitlements remain unpaid.

Acceptance

This tender remains open for acceptance until (...INSERT DATE...), being (...INSERT NUMBER...) months from the Tender Closing Time.

Improper Assistance

This tender has been compiled without the improper assistance of employees or former employees of the Commonwealth, and without the use of information obtained unlawfully or in breach of an obligation of confidentiality to the Commonwealth.

REGISTERED OFFICE OR OTHER
ADDRESS OF TENDERER:

POSTAL ADDRESS:

TELEPHONE NUMBER:

FACSIMILE NUMBER:

ANNEX B TO ATTACHMENT A

Signature of tenderer or person authorised to sign the tender on behalf of the tenderer:

SIGNATURE:

DATE OF SIGNATURE:

NAME (Block Letters):

POSITION HELD:

SIGNATURE OF WITNESS:

ADDRESS OF WITNESS:

NAME (Block Letters):

Company executive nominated to receive correspondence/inquiries

NAME (Block Letters):

TELEPHONE NUMBER:

FACSIMILE NUMBER:

ANNEX C TO ATTACHMENT A

COMMERCIAL (CORE)

1. IMPORTATION OF SUPPLIES AND EXPORT APPROVALS (OPTIONAL)

Note to tenderers: Tenderers should note the requirement to identify export licence details for IP in the draft IP Plan in accordance with TDR C-5 and should not duplicate that information here.

- 1.1 Tenderers proposing to import items of Supplies must provide:
- a. an indication of what is being imported;
 - b. evidence from the Government of the country of origin that the tenderer must be granted an export approval for those items if the tenderer is awarded any resultant contract;
 - c. identification of any specific limitations or provisos that the Government of the country of origin could reasonably be expected to place on the export approval with respect to individual items of tendered Supplies;
 - d. other approvals required in addition to, or as part of, the grant of export approvals (e.g. technical assistance agreements) and the impact to schedule of gaining such approvals; and
 - e. details of any rejected application for, or refusal to grant, an export approval for goods similar to the Supplies which might have a bearing on any application to export the Supplies.

2. LIABILITY (CORE)

Draft conditions of contract reference: clause 8.5

Option A: For when no limitation of liability will be accepted under any resultant contract.

Note to tenderers: Tenderers should note that the Contractor's liability under any resultant contract shall be assessed according to common law principles.

Option B: For when limitation of liability may be accepted under any resultant contract.

Note to tenderers: Tenderers should familiarise themselves with the Commonwealth policy on limitation of liability in the latest version of the CPGs. In accordance with the CPGs, liability under any alternative regime should be of a limited scope and with specified maximum liabilities, both in relation to each event that can cause liability to occur and the number of those events.

- 2.1 Tenderers must specify the basis for Contractor liability that they propose will apply to any resultant contract.
- 2.2 If a tenderer proposes to limit its liability, the tenderer, in addition to the risk assessment provided in TDR E-6, is to provide the following details:
- a. the terms of the limitation on the tenderer's liability;
 - b. an explanation as to why the tenderer requires a limitation of its liability including a detailed assessment of the risks associated with the procurement and the likelihood and consequences of each identified risk eventuating;
 - c. a cost/benefit analysis of the proposed limitation of liability; and
 - d. full pricing details for a liability regime based on the liability regime detailed in clause 8.5 of the draft conditions of contract in the same format as the price and delivery schedule set out in TDR D-1.

ANNEX C TO ATTACHMENT A**3. INSURANCE (CORE)**

Draft conditions of contract reference: clause 8.6

Note to tenderers: On the basis of the details and pricing information provided by a tenderer, the Commonwealth may require that the tenderer's current insurance policies be maintained or extended and any proposed insurance policies be obtained. The Commonwealth may also require that additional insurance policies be obtained following negotiation with the preferred tenderer.

- 3.1 Tenderers must provide details of current or proposed insurance policies that relate to the proposed contract, including:
- a. name of the insurance provider;
 - b. type of insurance;
 - c. terms and coverage of the insurance including conditions and exclusions;
 - d. limits of liability per claim or occurrence and detail of any aggregate limits or relevant sub-limits which apply;
 - e. for a current policy, whether or not any past or current claims made under the policy have materially affected, or are likely to affect, the tenderers ability to meet its liability obligations under any resultant contract;
 - f. deductible amounts; and
 - g. period of insurance.
- 3.2 Tenderers must detail how the insurance policies address liability under their proposed liability regime set out in TDR C-2.
- 3.3 Any costs associated with the insurance policies that are included in the tendered prices are to be detailed in TDR D-2.

4. WARRANTY AND LATENT DEFECTS (CORE)

Draft conditions of contract reference: clause 9.2 and 9.4

Note to tenderers: The Commonwealth may not require warranty or Latent Defect coverage (if any), in which case the amount nominated for such coverage will be deducted from the tendered price and will not be included in any resultant contract.

- 4.1 Tenderers must provide details of the warranty and Latent Defects coverage (if any being tendered when they differ from that sought in clause 9 of the draft conditions of contract.
- 4.2 Tenderers must provide in the Price and Delivery Schedule in TDR D-1, the amount tendered to cover the warranty and Latent Defect provisions sought in the draft conditions of contract. If appropriate, and if the premium varies from item to item, the premium must be shown against that specific item.

5. INTELLECTUAL PROPERTY (CORE)

Draft conditions of contract reference: clause 5

Note to drafters: Drafters may include additional provisions below to provide project specific guidance to tenderers identifying limitations to IP licence terms that are considered to be unacceptable to the Commonwealth. Such provisions should also acknowledge that such guidance is not definitive and that tenderers should note their obligations under the IP provisions of the draft conditions of contract.

Note to tenderers: Tenderers should familiarise themselves with the Defence IP policy Developing and Sustaining Defence Capability: Defence Intellectual Property Policy 2008, which can be accessed at <http://www.defence.gov.au/dmo>.

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- 5.1 Tenderers must provide a list of IP that will be brought into or created under any resultant contract in the format provided at Table 1.

Table 1: Intellectual Property Plan

Item No.	Description	Background/ Foreground	IP Source	Form of the IP (Patents, Copyright, Registered Designs, Trade Secrets/ Confidential Information)	Limitations
(a)	(b)	(c)	(d)	(e)	(f)

Notes to tenderers:

Column (a): This should be in a simple numerical sequence or Draft CWBS.

Column (b): Short description of the IP and the items of the Supplies to which it relates.

Column (c): Identify the IP as Background or Foreground.

Column (d): Specify organisation(s) that currently own/license Background IP or will develop/own Foreground IP and include whether Industry (e.g. AU, US, GB, SW) or Government (eg AU, US, GB, SW).

Column (e): Identify the form of the IP (e.g. Patents, Copyright, Registered Designs, Trade Secrets/Confidential Information).

Column (f): Specify any limitations that apply in relation to the rights to modify, develop or manufacture.

6. COMMERCIAL-IN-CONFIDENCE INFORMATION (CORE)

- 6.1 Tenderers must provide a list of all contract provisions considered to be Commercial-in-Confidence Information and which are therefore proposed for listing in Attachment K of the draft conditions of contract. For each clause, tenderers must identify the reason the provision is considered to be Commercial-in-Confidence Information (with reference to the six reasons listed in Attachment K) and provide additional justification as to why the reason applies.

7. BUSINESS RESOURCE PLANNING (CORE)

Note to tenderers: The Commonwealth seeks the following information to demonstrate that the tenderer has a corporate business plan that details appropriate strategies to ensure the company is well positioned to meet all current and potential work. In particular, the Commonwealth needs to be convinced that once a contract is placed with a company, the company is able to commence work in accordance with any resultant contract and that competing priorities will not adversely affect the performance of any resultant contract.

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- 7.1 Tenderers must demonstrate that they are able to meet the obligations of any resultant contract in light of other work commitment or expected work commitments. In particular, addressing:
- a. obligations in regard to current and future projects and other work;
 - b. use of resource such as:
 - (i) human capital in relation to current and envisaged projects;
 - (ii) financial resources;
 - (iii) physical resources;
 - (iv) IP resources;
 - (v) other organisational resources; and
 - (vi) Subcontractor relationships and other supplier arrangements;
 - c. details of the company's capabilities to satisfactorily discharge its responsibilities under any resultant contract in relation to the above; and
 - d. arrangements for reprioritising resources across the company's span of commitment.

8. ETHICS LETTER (CORE)

Note to tenderers: The signed Ethics Letter should not be returned with the tenderer's proposal. The President/Chairman/Managing Director/Chief Executive Officer of the preferred tenderer or of the preferred tenderer's parent company will be expected to sign the Ethics Letter after negotiations but before signature of any resultant contract to allow the signing officer to confirm the proposed contractual obligations and make the undertakings contained in the letter in light of that information.

- 8.1 Tenderers must provide the following details in relation to the draft Ethics Letter found in Schedule 1 of this Annex:
- a. statement confirming the [...TENDERER'S/TENDERER'S PARENT COMPANY'S...] willingness or otherwise to sign the draft Ethics Letter after a contract has been negotiated but before it is signed, should the tenderer become the preferred tenderer;
 - b. if the [...TENDERER/TENDERER'S PARENT COMPANY...] is unwilling to sign the letter, explanation as to why not; and
 - c. if the tenderer proposes to amend the letter, a revised draft of the letter.

ANNEX C TO ATTACHMENT A**SCHEDULE 1****ETHICS LETTER****(...INSERT COMPANY LETTERHEAD ETC...)**

Dear Dr Gumley,

[...INSERT PROJECT AND CONTRACT TITLES AND PROPOSED CONTRACT NUMBER...]

I refer to the proposed Contract [...INSERT CONTRACT TITLE...] between (...INSERT SHORT NAME OF PARTY...) and the Commonwealth of Australia acting by and through the Defence Materiel Organisation for [...INSERT DESCRIPTION OF THE SUBJECT OF THE CONTRACT AND SHIPS/AIRCRAFT/VEHICLES/SYSTEM/ETC TO BE DELIVERED...].

As the Chief Executive Officer of the Defence Materiel Organisation, you are accountable to the Australian Government for delivering capability for the Australian Defence Force and in doing so, you and the Commonwealth are relying on (...INSERT SHORT NAME OF PARTY...), to deliver the [...SHIPS/AIRCRAFT/VEHICLES/SYSTEM ETC...] on time, on budget, to the required capability, quality and safety and to meet all its obligations under the Contract.

The purpose of this letter is to give the Commonwealth assurance that the senior management of (...INSERT SHORT NAME OF PARTY...) have carefully considered the company's obligations under the Contract, have exercised care and diligence in making themselves aware of that company's capacity to comply with those obligations for the duration of the Contract and are therefore able to give the undertakings below.

This letter is not signed in my personal capacity and does not create personal liability to the Commonwealth for me.

Option A: For when an acquisition contract will be valued at more than \$10 million, or for when a support contract will be valued at more than \$2 million per year

I provide this letter to you, and execute it on behalf of the company, in my capacity as the (...PRESIDENT/ CHAIRMAN/ MANAGING DIRECTOR/ CEO...) of (...INSERT NAME OF THE PARTY...) and the leader of that organisation. I warrant that I am authorised to bind the company.

Option B: For when an acquisition contract will be valued at more than \$50 million, or for when a support contract will be valued at more than \$10 million per year, AND the contractor has a parent company

I provide this letter to you, and execute it on behalf of the parent company, in my capacity as the (...PRESIDENT/ CHAIRMAN/ MANAGING DIRECTOR/ CEO...) of the parent company (...INSERT NAME OF THE PARTY...) and the leader of that organisation. I warrant that I am authorised to bind the parent company (referred to in this letter as 'the parent company').

On behalf of the (...INSERT 'COMPANY' OR 'PARENT COMPANY'...), I give you the following undertakings:

- a. I fully understand the nature and scope of (...INSERT SHORT NAME OF PARTY...) obligations under the Contract including:
 - (i) the physical resources;
 - (ii) intellectual property and information requirements;
 - (iii) human resources (including the number of personnel and the requisite levels of skill and training); and
 - (iv) financial and project management resources,
 necessary to provide the [...SHIPS/AIRCRAFT/VEHICLES/SYSTEM ETC...] in accordance with, and for the duration of, the Contract;

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- b. that, based on diligent inquiries, (...INSERT SHORT NAME OF PARTY...) has the necessary physical, intellectual property, information, financial and human resources to provide the [...SHIPS/AIRCRAFT/VEHICLES/SYSTEM ETC...] in accordance with the Contract;
- c. that (...INSERT SHORT NAME OF PARTY...) will ensure that it continues to have the necessary physical, financial, intellectual property, information, and human resources throughout the term of the Contract to provide the [...SHIPS/AIRCRAFT/VEHICLES/SYSTEM ETC...] in accordance with the Contract;
- d. that (...INSERT SHORT NAME OF PARTY...) will ensure that it complies, and continues to comply, with the requirements of the Contract relating to:
 - (i) the design and overall quality integrity of the [...SHIPS/AIRCRAFT/VEHICLES/SYSTEM ETC...];
 - (ii) the maintainability of the [...SHIPS/AIRCRAFT/VEHICLES/SYSTEM ETC...];
 - (iii) the integrity and safety of the [...SHIPS/AIRCRAFT/VEHICLES/SYSTEM ETC...]; and
 - (iv) the fitness for purpose of the [...SHIPS/AIRCRAFT/VEHICLES/SYSTEM ETC...];
- e. that (...INSERT SHORT NAME OF PARTY...) has appropriate arrangements with subcontractors and access to intellectual property and information to provide the [...SHIPS/AIRCRAFT/VEHICLES/SYSTEM ETC...] in accordance with the Contract, and will continue to do so for the duration of the Contract;
- f. that (...INSERT SHORT NAME OF PARTY...) has done a full risk assessment and has made adequate provision for contingency to be able to deliver the [...SHIPS/AIRCRAFT/VEHICLES/SYSTEM ETC...] in accordance with the Contract schedule; and
- g. that (...INSERT SHORT NAME OF PARTY...) is financially sound and is not presently subject to any litigation that may affect its performance in accordance with the Contract.

I fully recognise the importance to the Commonwealth of (...INSERT SHORT NAME OF PARTY...) delivering the [...SHIPS/AIRCRAFT/VEHICLES/SYSTEM ETC...] on time, on budget, to the required capability, quality and safety.

Yours sincerely

(...INSERT RELEVANT SIGNATORY...)

signing on behalf of

(...INSERT NAME OF COMPANY OR PARENT COMPANY...)

ANNEX D TO ATTACHMENT A**FINANCIAL (CORE)****1. PRICE AND DELIVERY SCHEDULE (CORE)***Draft conditions of contract reference: clause 7*

- 1.1 Tenderers must complete the Price and Delivery Schedule in accordance with the Price and Delivery Schedule Response Format at Table 1.
- 1.2 Tenderers must indicate their compliance with the Commonwealth's delivery requirements set out at Table 1 (if any) and indicate the best delivery date that can be effected having regard to other commitments.

Note to tenderers: It is Defence policy that when the proportion of the total price that is payable in source currency is significant, the contract is to be written in source currency. The Commonwealth will only make payments in Australian currency when the foreign currency amounts are insignificant. A determination of whether the amounts are significant will be made by Defence following receipt of tenders. For the purposes of evaluation, any foreign currency element of a tendered price is to be calculated at the spot selling rate of exchange against the Australian dollar, quoted by the Commonwealth Bank of Australia at the Base Date.

- 1.3 Prices for tendered Supplies must be stated in Australian dollars except for any portion of the Supplies to be imported from overseas, which must be stated in foreign currency. All prices tendered must be in Base Date dollars.
- 1.4 Tendered prices must be inclusive of all costs of complying with the conditions of tender and associated with providing the Supplies and carrying out all matters and doing all things necessary for the due and proper performance and completion of the proposed contract. These include licence fees, royalty payments, arranging customs clearance and services of representatives. Tenderers must not include any contingency for Exchange Rate fluctuations in their tendered prices.

Option A: For when any resultant contract will not run over a period greater than 2 years and adjustment reflecting exchange rate fluctuations will be allowed.

- 1.5 Prices for tendered Supplies must be stated on the basis that any resultant contract price will be subject to claims for adjustment for exchange rate fluctuation (if the Contract Price is written in Australian dollars only) but will not be subject to claims for adjustment for fluctuations in the cost of labour and materials.

Option B: For when any resultant contract will run over a period greater than 2 years and adjustment for exchange rate fluctuation will be allowed.

- 1.6 Prices for tendered Supplies must be stated on the basis that any resultant contract price will be subject to adjustment for exchange rate fluctuations (if the Contract Price is written in Australian dollars only) and fluctuations in the cost of labour and materials.

Note to tenderers: The successful tenderer will be responsible for ensuring that it is registered in accordance with the requirements of the GST Act (as amended). Tenderers who are non-residents of Australia and are not currently registered for GST, are advised to obtain independent advice on whether they will be required to be registered for GST purposes in accordance with the GST Act.

If a tenderer intends to exercise the option of appointing a resident agent to act on its behalf for GST purposes in accordance with clause 7.13 of the draft conditions of contract, tenderers are requested to provide the details for their proposed agent at TDR D-6.

If the successful tenderer fails to quote an A.B.N. in its dealings with the Commonwealth, the Commonwealth may be required to withhold a percentage of all payments under any resultant contract in accordance with Australian taxation legislation.

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- 1.7 Tenderers must submit tender prices inclusive of all overseas taxes, duties and charges and all Australian (Federal, State and Local Government) taxes, duties and charges that are applicable at the Base Date, including GST and customs duty.

ANNEX D TO ATTACHMENT A

Option A: For when Supplies will be sourced in Australia.

Table 1: Price and Delivery Schedule Response Format

Note to drafters: Drafters should populate columns (a), (b), (c), (h) and (i) before the release of the RFT if possible

Item	Item Description	Qty	Unit Price (in \$A)	GST Applicable (in \$A)	Unit Price GST Inclusive (in \$A)	Total Price (in \$A)	Delivery Point	Delivery Date	Value Of Local Content <small>(in \$A for each line item)</small> OPTIONAL
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)
Contract Price (GST Inclusive)									

ANNEX D TO ATTACHMENT A**Note to tenderers:**

Column (a): *This should be in a simple numerical sequence or in CWBS sequence.*

Column (b): *A brief description of the item or service sufficient for identification, cross-referenced where practicable to relevant clause numbers in the draft SOW or other parts of the RFT. If the deliverable is a service (e.g. installation or progress reporting), only the relevant columns should be completed and others marked 'not applicable' or 'N/A'.*

Column (c): *The number of items required under any resultant contract.*

Column (d): *GST exclusive Unit Prices are required.*

Column (e): *The GST amount applicable to each line item.*

Column (f): *The GST Inclusive Unit Price shall be calculated by adding the GST Exclusive Unit Price in column (d) and the GST amount in column (e).*

Column (g): *The Total Price in Column (g) shall be calculated by multiplying the Quantity in Column (c) by the GST Inclusive Unit Price in Column (f).*

Columns (h) and (i): *Tenderers should note the Commonwealth's specified delivery requirements (if any) and submit their tendered delivery points and delivery dates.*

Column (j): *List the value of the Local Content included in Australian Dollars (indicate whether it is an actual or nominal figure and outline the method of valuation including the rationale). This column must be deleted for procurements which are covered procurements for the purposes of the CPGs.*

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Option B: For when Supplies will be sourced wholly or partly overseas.

Table 1: Price and Delivery Schedule Response Format

Note to drafters: Drafters should populate columns (a), (b), (c), (n) and (o) before the release of the RFT if possible.

Item	Item Description	Qty	Unit Price					GST Applicable (in \$A)	Unit Price GST Inclusive (in \$A)	Total Price			Delivery Point	Delivery Date	Value Of Local Content (in \$A for each line item) (Optional)
			Items Sourced In Australia (in \$A)	Items Sourced Overseas						Items Sourced In Australia (in \$A)	Items Sourced Overseas				
				Unit Price Duty Free (in foreign currency)	Unit Price Duty Free (in \$A)	Customs Duty (in \$A)	Unit Price Duty Paid (in \$A)				(foreign currency component)	(\$A component)			
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)
										CONTRACT PRICE (GST Inclusive)					

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Note to tenderers:

- Column (a):** This should be in a simple numerical sequence or in CWBS numerical sequence.
- Column (b):** A brief description of the item or service sufficient for identification, cross-referenced where practicable to relevant clause numbers in the draft SOW or other parts of the RFT. If the deliverable is a service e.g. installation or progress reporting, only the relevant columns should be completed and others marked 'not applicable' or 'N/A'.
- Column (c):** The number of items required under any resultant contract.
- Columns (d)-(h):** If line items are sourced in Australia only column (d) needs to be completed. If line items are sourced overseas only columns (e) – (h) need to be completed.
- Column (d):** GST exclusive Unit Prices are required.
- Column (e):** Duty free Unit Prices are required.
- Column (f):** Foreign currency Unit Prices should be converted to \$A using the exchange rates applicable at the Base Date.
- Column (g):** The customs duty applicable to each line item is required.
- Column (h):** The Duty Paid Unit Price shall be calculated by adding the Duty Free Unit Price in column (f) and the Customs Duty in column (g).
- Column (i):** The GST amount applicable to each line item.
- Column (j):** For items sourced in Australia, the GST Inclusive Unit Price shall be calculated by adding the Unit Price in column (d) and the GST amount in column (i). For items sourced overseas, the GST Inclusive Unit Price shall be calculated by adding the Duty Paid Unit Price in column (h) and the GST amount in column (i).
- Columns (k)-(m):** If line items are sourced in Australia, only column (k) needs to be completed. If line items are sourced overseas, only columns (l) and (m) should be completed.
- Column (k):** The Total Price shall be calculated by multiplying the Quantity in column (c) by the GST Inclusive Unit Price in column (j).
- Columns (l) and (m):** For items sourced overseas, the Total Price shall consist of two components. The foreign currency component in column (l) shall be calculated by multiplying the Quantity in column (c) by the Duty Free Unit Price in column (e). The \$A component shall be calculated by adding the Customs Duty in column (g) and the GST amount in column (i) and then multiplying by the Quantity in column (c).
- Columns (n) and (o):** Tenderers should note the Commonwealth's specified delivery requirements (if any) and submit their tendered delivery points and delivery dates.
- Column (p):** List the value of the Local Content in Australian Dollars (indicate whether it is an actual or nominal figure and outline the method of valuation including the rationale). This column must be deleted for procurements which are covered procurements for the purposes of the CPGs.

ANNEX D TO ATTACHMENT A

2. ITEMS FOR WHICH SPECIFIC PRICES ARE REQUIRED (CORE)

2.1 Tenderers must complete the Specific Prices Schedule:

Table 2: Specific Prices Schedule Response Format

Item No.	Item Description	Price (Excluding GST in \$A or Foreign Currency)	GST % (In \$A)	Duty Payable (In \$A or foreign if any)
(a)	(b)	(c)	(d)	(e)
1 (Optional)	Facilities for Commonwealth Personnel			
2 (Optional)	Defence Codification (Cost per line item)			
3 (Core)	Mobilisation Security			
4 (RFT Core)	Performance Security			
5 (Core)	Annual Premium for Insurance			
6 (Optional)	Data in electronically readable digital form (CALs)			
7 (Optional)	GFM (Additional cost if tenderer or Commonwealth proposed GFM is not provided)			
8 (Optional)	GFF (Additional cost if tenderer or Commonwealth proposed GFF is not provided)			
9 (Optional)	NTE price for Spares			
10 (Optional)	NTE price for S&TE			
11 (Optional)	NTE price for Training Equipment			

Note to tenderers: The NTE prices included in the above table are included in the value-for-money assessment of the tenderers' offers and, subject to any changes during negotiations, will be included in the draft Contract. The NTE prices, however, will not be included in the initial Contract price. After the required Spares, S&TE and Training Equipment have been determined and agreed under the Contract, the prices for these Support Resources will be incorporated into the Contract through amendment action. If this occurs, the Contract price will be adjusted accordingly. Tenderers should note that the prices for the individual items of Spares, S&TE and Training Equipment are elicited through TDR F-2 to the conditions of tender.

ANNEX D TO ATTACHMENT A**3. ADJUSTMENT FOR EXCHANGE RATE FLUCTUATIONS (OPTIONAL)**

Note to drafters: These clauses should be used when Option A or B are selected at TDR D-1.

- 3.1 Tenderers must provide the following information which will be necessary in the event that any resultant contract is written in Australian dollars and the Contract Price is subject to adjustment for exchange rate fluctuations:
- a. percentage of duty paid tendered price subject to adjustment for exchange rate fluctuations (as a percentage of the tendered price and per currency if applicable);
 - b. exchange rate upon which the tendered price is based: \$A1.00 = (Foreign currency at Base Date); and
 - c. name and address of bank or financial institution whose rates are applicable.

4. ADJUSTMENT FOR FLUCTUATIONS IN THE COST OF LABOUR AND MATERIALS (OPTIONAL)

Note to tenderers: Tenderers should note that agreements reached as a result of workplace enterprise bargaining are not considered to be awards for the purposes of the formulae set out in Annex C to Attachment B to the draft conditions of contract.

Draft conditions of contract reference: clause 7.3

- 4.1 Tenderers must provide the following details in relation to the proposed formulae contained at Annex C to Attachment B to the draft conditions of contract:
- a. acceptability or otherwise of the formulae;
 - b. if unacceptable, any proposed alteration(s) or alternative(s);
 - c. the tenderer's preferred indices if different from those proposed by the Commonwealth in Annex C to Attachment B to the draft conditions of contract. In proposing preferred indices, tenderers should take into consideration the notes provided following the formulae in Annex C to Attachment B to the draft conditions of contract; and

5. ADJUSTMENT FOR FLUCTUATIONS IN THE COST OF LABOUR AND MATERIALS (OPTIONAL)

Note to tenderers: Tenderers should note that agreements reached as a result of workplace enterprise bargaining are not considered to be awards for the purposes of the formulae set out in Annex C to Attachment B to the draft conditions of contract.

Draft conditions of contract reference: clause 7.3

- 5.1 Tenderers must provide the following details in relation to the proposed formulae contained at Annex C to Attachment B to the draft conditions of contract:
- a. acceptability or otherwise of the formulae;
 - b. if unacceptable, any proposed alteration(s) or alternative(s); and
 - c. the tenderer's preferred indices if different from those proposed by the Commonwealth in Annex C to Attachment B to the draft conditions of contract. In proposing preferred indices, tenderers should take into consideration the notes provided following the formulae in Annex C to Attachment B to the draft conditions of contract.

6. SECURITIES (OPTIONAL)

Draft conditions of contract reference: clause 7.4, 7.5 and 7.6

Option: For when a Mobilisation Payment will be considered.

Note to tenderers: If the tenderer proposes the payment of a Mobilisation Payment in the

ANNEX D TO ATTACHMENT A

Schedule of Payments in this Annex, the Commonwealth requires a Mobilisation Payment security in accordance with clause 7.4 of the draft conditions of contract.

Option: For when a Performance Security or a Deed of Substitution and Indemnity will be required under any resultant contract.

Note to tenderers: The draft conditions of contract include provision for both a Performance Security Deed and a Deed of Substitution and Indemnity. Tenderers should note that the Commonwealth does not require the Contractor to provide both types of security and the final form of security will be determined following negotiations with the preferred tenderer. Tenderers will be considered compliant when they agree to provide either of the securities in accordance with the requirements of this Annex and the draft conditions of contract.

Note to tenderers: The Commonwealth may not require any of the securities requested in the draft conditions of contract, in which case the amount nominated for such securities will be deducted from the tendered price and will not be included in any resultant contract.

6.1 Tenderers must provide the following details in relation to the proposed security Deeds contained in Attachment H to the draft conditions of contract:

Option: For when a Mobilisation Payment will be considered.

- a. acceptability or otherwise of the Mobilisation Payment security deed and any proposed alterations or alternatives;
- b. proposed promisor for the Mobilisation Payment security;

Option: For when a Performance Security or a Deed of Substitution and Indemnity is required.

- c. whether a Performance Security Deed or Deed of Substitution and Indemnity is proposed;
- d. acceptability or otherwise of the security Deeds;
- e. if unacceptable, any proposed alterations or alternatives; and
- f. proposed promisor for the performance security or proposed substituted contractor for the Deed of Substitution and Indemnity, if applicable.

7. AGENCY ARRANGEMENTS (CORE)

Draft conditions of contract reference: 7.12

Note to tenderers: The Commonwealth prefers to deal directly with the tenderer and not to have an agent interposed. This preference is not intended to preclude Australian companies being commissioned by overseas companies to work on their behalf or to collaborate with them in the development of proposals.

7.1 Tenderers must state whether they have entered into or proposed to enter into agency arrangements relevant to any resultant contract, including any agency arrangement for GST purposes in accordance with clause 7.12 of the draft conditions of contract. If so, tenderers must provide the following details:

- a. in the event that the agent is a company, the name, A.C.N./A.R.B.N. and A.B.N. as applicable and registered office of the agent;
- b. in the event the agent is not a company, the name and address of the agent and if the agent is also not a natural person, an explanation of the legal personality of the agent (e.g. partnership etc);
- c. the basis of the arrangement; and
- d. the extent to which the provision has been made for any payments in respect of the arrangements to be included, however indirectly, in the prices tendered.

ANNEX D TO ATTACHMENT A**8. FURTHER QUANTITIES AND OPTIONAL EXTRAS (OPTIONAL)***Draft conditions of contract reference: clause 1.7*

- 8.1 Tenderers must indicate whether they are prepared to supply further quantities of the Supplies and optional extras including those detailed at Annex D to Attachment B of the draft conditions of contract (if any). If so, tenderers must provide full details for the further quantities and optional extras in the same format as the Price and Delivery Schedule, including the time period during which the Commonwealth may exercise the option to acquire additional quantities and optional extras, and any other aspect of the option that differs from the initial tender. This information must not be included in the initial Price and Delivery Schedule.

9. SCHEDULE OF PAYMENTS (OPTIONAL)*Draft conditions of contract reference: clause 7*

Note to tenderers: In accordance with the CPGs, the Commonwealth's preference is that tenders be submitted on the basis of payment on delivery. The Commonwealth may consider tenders that propose an alternative payment regime. Tenderers must note that when an alternative payment regime is proposed, the Commonwealth's preference is for a combination of payment on delivery and Milestone Payments, or payment by Milestone Payments only.

- 9.1 Tenderers must provide a schedule of proposed payments that specifies:

Option: For when a Mobilisation Payment will be considered.

Note to tenderers: A Mobilisation Payment will be considered by the Commonwealth when the tenderer can demonstrate that it is appropriate and represents value for money to the Commonwealth, such as establishing a production line, advances for long lead times, advance payments to Subcontractors etc.

- a. the amount, purposes of and date of the proposed Mobilisation Payment;

Option: For when Milestone Payments are used.

- b. the amount of the proposed Milestone Payments;
 c. the proposed Milestone Dates; and
 d. the proposed Stop Payment Milestones.

- 9.2 Tenderers must detail how the proposed payment regime relates to the tenderer's anticipated work progress and cash flow under any resultant contract.

10. INCENTIVE PAYMENTS (OPTIONAL)*Draft conditions of contract reference: clause 7.10*

Note to tenderers: The amount of Incentive Payments payable under any resultant contract will be [...INSERT AMOUNT AS A PERCENTAGE OF CONTRACT PRICE...].

- 10.1 Tenderers must provide the following details in relation to the Incentive Payment provisions:
- a. acceptability or otherwise of any assessment periods, KPIs and weightings proposed by the Commonwealth at Annex F to Attachment B to the draft conditions of contract (if any); and
 - b. the tenderer's proposed assessment periods, KPIs and weightings, if applicable.

ANNEX E TO ATTACHMENT A

PROJECT MANAGEMENT (CORE)

1. PAST PERFORMANCE (OPTIONAL)

Note to drafters: This clause should be used only when any resultant contract will be valued at more than \$10 million.

Note to tenderers: Tenderers should refer to the Defence Company ScoreCard Policy Statement. The information requested in this clause will be used during the evaluation of tenders to assess each tenderer's ability to perform any resultant contract. Additional supporting information relating to a tenderer's past performance may also be obtained by the Commonwealth from other sources for use during the tender evaluation. If the tenderer proposes in its tender to utilise the skills or resources of a related body corporate within the meaning of Section 9 of the Corporations Act 2001, or where the tenderer proposes to secure its performance through a related body corporate including a parent company, the Commonwealth will consider past performance of contractual obligations as obtained by the Commonwealth in relation to any contracts between the related body corporate and the Commonwealth. Information contained in a Company ScoreCard relating to a tenderer or a proposed Approved Subcontractor will be considered by the Commonwealth during the evaluation of tenders. Information regarding Reference Sites is set out in the Guidance for Reviewing the Performance of Nominated Reference Sites located in the Company ScoreCard Policy Statement.

- 1.1 Tenderers must provide a summary list of up to 10 recent (i.e. completed within the last three years) or current contracts which may be:
- a. Australian Defence contracts (whether as prime contractor or as a subcontractor in relation to a Defence contract);
 - b. contracts from Reference Sites nominated by tenderers; or
 - c. a combination of contracts mentioned in clauses 1.1a and 1.1b.
- 1.2 Tenderers should list their highest value contracts and should include the following details:
- a. contract title and number, including details of the Reference Site (if any) to which the contract relates;
 - b. project name and number or procurement agency (if not Defence);
 - c. responsibility as either prime contractor/subcontractor;
 - d. description of product or service provided;
 - e. contract (or subcontract) date;
 - f. dollar value of contract (initial and latest agreed value); and
 - g. company division, the location and the nature of work.

ANNEX E TO ATTACHMENT A

- 1.3 Tenderers who have Company ScoreCards held by Defence, are to refer to any Marginal or Unsatisfactory ratings in their Company ScoreCard and provide the Commonwealth with strategies through which they will implement performance improvements for any resultant contract and the company's performance overall.
- 1.4 Tenderers are encouraged to also provide details of more highly rated Defence contracts, and of the factors relevant to the superior performance of those contracts, if such information is relevant to this RFT.
- 1.5 Tenderers who have proposed Approved Subcontractors who have Company ScoreCards held by Defence which are relevant to the performance of any resultant contract are to provide the Commonwealth, in relation to any Marginal or Unsatisfactory ratings in the Approved Subcontractor's Company ScoreCard, to the extent known to the tenderer, with strategies through which the tenderer will ensure that the Approved Subcontractor will implement performance improvements for any resultant contract and the company's performance overall.
- 1.6 A tenderer may provide brief additional information on its or a proposed Approved Subcontractor's past performance relevant to the tenderer demonstrating its ability to perform any resultant contract. The Commonwealth may consider this information at its sole discretion.

2. DRAFT CONTRACT WORK BREAKDOWN STRUCTURE AND DICTIONARY (OPTIONAL)

Note to drafters: A draft CWBS should be included as a tender requirement (and in the SOW) for projects that involve other than minimal amounts of either development or ILS activity.

Note to tenderers: The Commonwealth needs to understand how the tenderer plans to undertake the activities defined in the draft SOW and to ensure that:

- a. tenderers have sound technical, cost and schedule control mechanisms in place;**
- b. technical control is integrated with cost and schedule control via the CWBS; and**
- c. Subcontractors' work breakdown structures are consistent and integrated into the CWBS.**

The Glossary at Attachment M to the draft conditions of contract includes a CWBS Dictionary for the summary WBS elements below.

- 2.1 Tenderers must provide a draft indented CWBS and CWBS Dictionary in accordance with DID-PM-DEF-CWBS.
- 2.2 The draft CWBS must contain as much detail as is necessary to demonstrate an understanding of the work effort required to successfully achieve the end objective of any resultant contract and to ensure that technical control is integrated with cost and schedule control.
- 2.3 Tenderers must prepare and deliver the indented CWBS in a tool such that it can be reviewed at any level of expansion (for instance using Outline mode in Microsoft Word).

3. DRAFT CONTRACT MASTER SCHEDULE (CORE)

Draft SOW reference: clause 3.2.2

- 3.1 Tenderers must provide a draft CMS in accordance with DID-PM-DEF-CMS in the form of a Gantt Chart in Microsoft Project, Open Plan Professional or other agreed scheduling software that contains:
- a. all Milestones specified in TDR D-8; and
 - b. other major events that the Contractor may select representing the accomplishment of critical technical and managerial steps towards completion of the Contract deliverable.

Note to drafters: Amend the following clause and the accompanying note to tenderers depending upon whether or not a draft Contract (Support) is included in the RFT.

ANNEX E TO ATTACHMENT A

Note to tenderers: The requirement to include the Contract (Support) in the draft CMS enables the Commonwealth to assess the suitability and risks associated with the tenderer's proposal for Phase-in and ramp up of the Contract (Support), particularly the linkages with the Contract (Acquisition).

3.2 The draft CMS must contain as much detail as necessary to demonstrate an understanding of the work effort required to successfully achieve the end objective of any resultant Contract (Support) [...INSERT DRAFT CONTRACT SUPPORT NUMBER...].

3.3 The draft CMS must include a description of each Milestone, identification of the organisation primarily responsible for its accomplishment (Contractor, Subcontractor or Commonwealth), and a scheduled date for its accomplishment.

4. KEY STAFF POSITIONS (OPTIONAL)

Draft conditions of contract reference: clause 3.8

Note to tenderers: The Commonwealth requires the successful tenderer to provide sufficient staff with the necessary skills and experience to meet the project staff skills profile. The Commonwealth also needs assurance that the successful tenderer can fill the Key Staff Positions with Key Persons in the required timescale.

Key Staff Positions would normally include the Project Manager, the Systems Engineering Manager, the Software Development Manager (for projects containing a significant software component) and any key domain experts such as Radar Design Engineers, IT System Design Engineers, Safety Experts etc. Key Staff Positions would also apply to those capabilities for which there is an industry wide shortage.

4.1 Tenderers must identify Key Staff Positions for any resultant contract based on the contract activities and perceived risks.

4.2 For each Key Staff Position identified in accordance with clause 4.1, tenderers must supply, in the tenderer's own format, a position/person specification. The position components of the position/person specifications are to include: position title, reporting relationships (both programmatic and technical), delegated authority levels, duties and responsibilities. The person components of the position/person specifications are to include: qualifications, training, essential experience, desirable experience, and other attributes required of the person filling the position.

4.3 Tenderers must identify the numbers of staff meeting each of the person specifications associated with each Key Staff Position identified in accordance with clause 4.1 for the organisational entity, including proposed Subcontractors actually executing the task.

4.4 Tenderers must nominate the Key Persons proposed to fill the Key Staff Positions identified in clause 4.1. Tenderers must also provide a brief description of the proposed Key Persons, explaining how their qualifications and experience will meet the requirements of that Key Staff Position.

5. DRAFT PROJECT MANAGEMENT PLAN (CORE)

Note to tenderers: The Commonwealth needs to ensure consistency between the WBS, CMS and skills profile of the tenderer's workforce and to understand:

- a. how the tenderer plans to conduct the program of work defined in the draft SOW;**
- b. the tenderer's relationship with the proposed Subcontractors;**
- c. the tenderer's organisational structure;**
- d. the tenderer's approach to risk management; and**
- e. other topics addressed in the PMP.**

5.1 Tenderers must provide a draft PMP in accordance with DID-PM-MGT-PMP-2.

6. RISK ASSESSMENT AND STRATEGY (CORE)

ANNEX E TO ATTACHMENT A

- 6.1 Tenderers must provide a detailed risk assessment for the performance of any resultant contract which:
- a. identifies the risks associated with the tendered proposal, including technical, commercial, legal, financial, operational aspects and schedule risks;
 - b. categorises those risks according to the likelihood and consequence of their occurrence; and
 - c. in relation to each risk identified indicates whether the tenderer proposes to:
 - (i) reduce that risk, and if so through what mechanism;
 - (ii) accept that risk; or
 - (iii) transfer that risk, and if so to whom.

7. QUALITY STATEMENT (CORE)

Draft SOW reference: clause 8

Note to tenderers: Tenderers' responses should be no more than five pages of text (not including printed material (e.g. certificates, brochures etc)).

Option A: To be included only when Option A is selected at draft SOW clause 8.1

- 7.1 Tenderers must supply information on their QMS, including details of their ISO Certification status, the current Certification level and scope and the Certification Body providing the certification. Tenderers must provide copies of any Certificates issued.
- 7.2 If the QMS is Certified to AS/NZS ISO 9001:2000, tenderers must provide copies of those parts of their quality manual which describe and justify permissible exclusions under section 1.2 of the standard.

Note to tenderers: Tenderers may be required to undergo an assessment by the Commonwealth of their quality system if deemed necessary, as part of the tender evaluation.

- 7.3 Tenderers must provide a statement detailing how the scope of their Certified QMS is to be applied to the overall work of the project. The statement must identify how any out-of-scope activities will be managed and verified (e.g. by the development of new capabilities, by subcontracting etc).
- 7.4 If there will be software and firmware design and development activities under any resultant contract, tenderers must specify the software development guidelines they propose to utilise under any resultant contract.

Note to tenderers: Examples of suitable Australian software development guidelines which may be applied to the appropriate standards include AS 3905.8:1996, 'Quality System Guidelines – Guide to AS/NZS ISO 9001: 1994 for the software industry', its replacement Standards Association of Australia Handbook HB 90.9 Software Development – Guide to ISO 9001:2000, or other guidelines published by appropriate standards bodies as agreed to by the Commonwealth Representative.

- 7.5 Tenderers must provide the following:
- a. details of processes for the management of Subcontractors that will be involved in design, development or integration, or significant manufacturing or production activities; and

Note to tenderers: For each Subcontractor identified above provide a description of the scope of work to be undertaken under any resultant contract.

ANNEX E TO ATTACHMENT A

Option B: To be inserted when Option B is selected at draft SOW clause 8.1.

- 7.6 Tenderers must provide an outline of the processes used to assure the quality of their work, including any design, development, manufacture, integration, testing, packaging and transportation, and to ensure compliance with the requirements of any resultant contract.

Note to tenderers: Tenderers' responses should be no more than five pages of text (not including printed material (e.g. certificates, brochures etc)).

8. HAZARDOUS SUBSTANCES AND OZONE DEPLETING SUBSTANCES (CORE)

Draft SOW clause 2.4.

Note to tenderers: Commonwealth policy on the use of Hazardous Substances is detailed in the DPPM, Section 3, Chapter 3.10 and on Ozone Depleting Substances and Synthetic Green House Gases is detailed in the DPPM, Section 3, Chapter 3.16.

Tenderers should also note that inclusion of any Hazardous Substance or Ozone Depleting Substance in the Supplies will require the authorisation of the Commonwealth Representative.

- 8.1 Tenderers must indicate whether they propose to include any Hazardous Substances or Ozone Depleting Substances in the Supplies. If so, tenderers must indicate what these substances are and how they will be managed in accordance with any resultant contract.

9. FACILITY CLEARANCE REQUIREMENT (OPTIONAL)

Draft conditions of contract reference: clause 10.10

Note to tenderers: Tenderers should refer to clause 10.10 of the draft conditions of contract for details regarding the classification of work to be performed under any resultant contract and the facility clearance classification levels that are required for the performance of any resultant contract. For further information tenderers should contact the Defence Industrial Security Adviser in the appropriate State or Territory Regional Security Office. Details of Defence Industrial Security Advisers are contained in the DPPM.

Option: For when Communications Security (COMSEC) material is necessary.

Note to tenderers: Only certain companies will be eligible to conduct the Communications Security aspects of any resultant contract. For further information tenderers should contact the Contact Officer specified in clause 2.5 of the conditions of tender or Defence Security Authority Central staff specified in the DPPM.

- 9.1 Tenderers must provide the following details for all premises proposed in their tender for the storage of classified documents or classified equipment, or the housing of information systems for the processing of classified data:

- a. physical address of facility; and
- b. facility clearance(s) held (type and level), when granted and by whom.

- 9.2 If appropriate clearances are not held, then tenderers must indicate their willingness to undergo the procedures for obtaining the requisite clearance.

- 9.3 Tenderers must provide the above information in relation to all Subcontractors who will require access to security classified information.

10. GOVERNMENT FURNISHED MATERIAL (OPTIONAL)

Draft conditions of contract reference: clause 3.5

Option: For when the Commonwealth is mandating or proposing GFM.

Note to tenderers: All GFM that has been mandated or proposed by the Commonwealth (if any) is detailed in Annex A to Attachment D to the draft conditions of contract.

ANNEX E TO ATTACHMENT A

Option: For when the Commonwealth will allow tenderers to propose GFM.

Note to tenderers: Additional GFM may be proposed by tenderers for the purposes of any resultant contract.

- 10.1 Tenderers must provide the requested detail, including a statement as to the intended purpose of the GFM (whether the GFM is to be used to assist in the production of the Supplies or is to be included in the Supplies), in accordance with the GFM Tender Response Format at Table 1.
- 10.2 In relation to any Commonwealth or tenderer proposed GFM, tenderers must specify the additional cost elements to be added to the tendered price should any or all of the GFM not be made available.
- 10.3 Tenderers must state their compliance with the dates and time periods proposed by the Commonwealth at Annex A to Attachment D to the draft conditions of contract or provide an alternative proposal.

Table 1: GFM Tender Response Format

Item Description	Quantity	Date Required and Location	Return Date and Location	Time Period for Inspection	Remarks/ Intended purpose
GFD					
GFE					
GFI					

11. GOVERNMENT FURNISHED FACILITIES (OPTIONAL)

Draft conditions of contract reference: clause 3.7

Option: For when the Commonwealth is mandating or proposing GFF.

Note to tenderers: All GFF that has been mandated or proposed by the Commonwealth (if any) is detailed in Annex B to Attachment D to the draft conditions of contract.

Option: For when the Commonwealth will allow tenderers to propose GFF.

Note to tenderers: Additional GFF may be proposed by tenderers for the purposes of any resultant contract.

- 11.1 Tenderers must provide the following details:
- a. details of the proposed use of the GFF;
 - b. any assumptions (e.g. cost, schedule, access, services, attribution of service costs, etc.) that tenderers have made in their tender relevant to use of that GFF; and
 - c. any other requirements or arrangements that tenderers would require relevant to use of that GFF.

ANNEX E TO ATTACHMENT A

- 11.2 In relation to any Commonwealth or tenderer proposed GFF, tenderers must specify the additional cost elements to be added to the tendered price should any or all of the GFF not be made available.
- 11.3 Tenderers must state their compliance with the dates and time periods proposed by the Commonwealth in Annex B to Attachment D to the draft conditions of contract or provide an alternative proposal.

ANNEX F TO ATTACHMENT A**TECHNICAL AND OPERATIONAL DESCRIPTION (CORE)****1. MISSION SYSTEM (CORE)**

Draft SOW Annex A (Description of Requirement)

Note to drafters: The following clause should be amended to meet the specific requirements of the project. For example, specific key areas of the design may require requests for information to assess risk (e.g. proposed security architecture).

- 1.1 Tenderers must provide a description of their proposed Mission System solution for satisfying the operational and support concepts and requirements defined in the Description of Requirements (DOR) at Annex A to the draft SOW, including:
- a. the operation of the proposed Mission System to satisfy the operational need, including operations under peak-load conditions;
 - b. how the key system functionality will be met (including areas such as human factors engineering and human-machine interface);
 - c. any assumptions or constraints underpinning the proposed solution;
 - d. a description of the key design drivers and key design decisions;
 - e. the product breakdown structure and identification of system products, including hardware and software down to CI level;
 - f. the maturity of internal and, if applicable, external interfaces;
 - g. if codified in the NATO codification system, the NATO Stock Number (NSN) for each product;
 - h. a description of the products in sufficient detail so that it is clear to the Commonwealth how the required functionality will be met, including a description of:
 - (i) each product;
 - (ii) any interactions or interfaces between the respective products; and
 - (iii) any interactions or interfaces between the products and the external environment;
 - i. the source of the product, including the name and address of the distributor or manufacturer;
 - j. if any development is required, the level of development for each product;
 - k. if any external elements are required to enable the functionality to be met (e.g. utilities, other facilities elements, consumables), a description of these external elements;
 - l. if installation is required, a description of the installation requirements;
 - m. the identification of the tenderer's perceived technical risk areas and their approach to mitigating risk in each area; and
 - n. the expected remaining life of the products before they are classified as obsolescent by the tenderer or manufacturer, as applicable.

2. SUPPORT SYSTEM (CORE)

Draft SOW Annex A (Description of Requirement), Draft SOW reference: clause 5.2.8

Note to drafters: Clause 2 is intended to obtain information to enable supportability risks to be assessed. Drafters should amend the subordinate clauses to ensure that they address the specific requirements of the project. If the RFT includes an accompanying draft Contract (Support), for example, the subordinate clauses will need to be amended to accommodate the requirements of that contract. If any of the subordinate clauses are not applicable, the particular clause should be deleted and replaced with 'Not Used'.

ANNEX F TO ATTACHMENT A

Note to tenderers: The information requested under this clause 2 is being sought to allow the Commonwealth to assess the suitability and risks associated with each tenderer's support proposal.

- 2.1 Tenderers must provide a description of their support proposal for satisfying the operational and support requirements and concepts defined in the Description of Requirements (DOR) at Annex A to the draft SOW [...and draft Contract (Support)...[...INSERT DRAFT CONTRACT SUPPORT NUMBER...]], including:
- a. the proposed division of support responsibilities between the Commonwealth, Contractor (Support) and Subcontractors (Support) for:
 - (i) the major elements of the Mission System, and
 - (ii) the major Support System Components;

Note to drafters: Amend the following subclause depending upon whether or not 'operating support' is applicable.

- b. the proposed arrangements for [... Operating Support ...], Engineering Support, Maintenance Support, Supply Support and Training Support;
- c. any assumptions underpinning the proposal;
- d. any constraints or limitations with the proposal (e.g. with respect to in-country support); and
- e. the risks associated with the proposal, including any proposed risk-mitigation strategies.

Note to tenderers: The following clause is intended to obtain information relating to the support currently available for the Supplies, mainly in Australia but also from overseas sources if the capability in Australia is restricted and greater capability is available from overseas (e.g. from the Original Equipment Manufacturer (OEM)).

- 2.2 Tenderers must provide a description of the support currently available for the Supplies, under the following categories:
- a. Engineering Support, including local capabilities for developing or modifying the Supplies and limitations on those capabilities as well as any additional capabilities that are available from overseas and how these capabilities are accessed;
 - b. Maintenance Support, including local maintenance venues and capabilities and limitations on those capabilities as well as any additional capabilities that are available from overseas and how these capabilities are accessed;
 - c. Supply Support, including availability of spares and other equipment, local distribution points, lead times, etc; and
 - d. Training Support, including availability of local training, location of training venues, qualifications of instructors, etc.

Note to tenderers: Tenderers' responses to clause 2.2 should be no more than ten pages of text (not including printed material (e.g. certificates, brochures, etc)).

- 2.3 Tenderers must provide an explanation as to how the currently available support will be modified or enhanced, if required, to ensure that its support proposal described under clause 2.1 will be available when required under the Contract (Acquisition) [...and draft Contract (Support)...[...INSERT DRAFT CONTRACT SUPPORT NUMBER...]].

Note to drafters and tenderers: The default situation for ASDEFCON (Complex Materiel) Volume 2 is that Spares, Training Equipment, and S&TE are not included in the initial Contract Price, and each are subject to NTE Price provided by the tenderer. All other Support System Components and Training are included in the initial Contract Price.

ANNEX F TO ATTACHMENT A

- 2.4 Tenderers must provide a proposed Spares list in accordance with at least the sections of DID-ILS-SUP-RPL identified in Table 1.

Table 1: Required Clauses from DID-ILS-SUP-RPL

Section	Name
6.2.3.1b	Item name
6.2.3.1g	Manufacturer's code (i.e., CAGE code)
6.2.3.1h	Manufacturer's part number
6.2.4.1a	The nature of the Spare (i.e., repairable, discardable)
6.2.3.1m	Unit price (which shall be the Contractor's most favoured customer price)
6.2.3.1p	Recommended quantity to be procured

- 2.5 Tenderers must provide justification for the range and quantity of Spares to be procured by the Commonwealth with respect to the operational and support requirements and concepts defined in the Description of Requirements (DOR) at Annex A to the draft SOW [...and draft Contract (Support)...[...INSERT DRAFT CONTRACT SUPPORT NUMBER...].
- 2.6 Tenderers must provide a proposed Support and Test Equipment (S&TE) list in accordance with at least the sections of DID-ILS-SUP-RPL identified in Table 2.

Table 2: Required Clauses from DID-ILS-SUP-RPL

Section	Name
6.2.3.1b	Item name
6.2.3.1d	Provisioning nomenclature, including the model and type
6.2.3.1g	Manufacturer's CAGE code
6.2.3.1h	Manufacturer's part number
6.2.3.1m	Unit price (which shall be the Contractor's most favoured customer price)
6.2.3.1p	Recommended quantity to be procured
6.2.3.1w	Installation requirements, if required to be installed in Commonwealth facilities

- 2.7 Tenderers must provide justification for the range and quantity of S&TE to be procured by the Commonwealth with respect to the operational and support requirements and concepts defined in the Description of Requirements (DOR) at Annex A to the draft SOW [...and draft Contract (Support)...[...INSERT DRAFT CONTRACT SUPPORT NUMBER...].
- 2.8 Tenderers must provide a proposed Training Equipment list in accordance with at least the sections of DID-ILS- SUP-RPL identified in Table 3.

Table 3: Required Clauses from DID-ILS-SUP-RPL

Section	Name
6.2.3.1b	Item name
6.2.3.1g	Manufacturer's part number
6.2.3.1h	Manufacturer's CAGE code
6.2.3.1m	Unit price (which shall be the Contractor's most favoured

ANNEX F TO ATTACHMENT A

	customer price)
6.2.3.1p	Recommended quantity to be procured
6.2.3.1w	Installation requirements, if required to be installed in Commonwealth facilities

- 2.9 Tenderers must provide justification for the range and quantity of Training Equipment to be procured by the Commonwealth with respect to the operational and support requirements and concepts defined in the Description of Requirements (DOR) at Annex A to the draft SOW [...and draft Contract (Support)...[...INSERT DRAFT CONTRACT SUPPORT NUMBER...].
- 2.10 Tenderers must provide a draft TDL in accordance with at least the sections of DID-ILS-TDATA-TDL-2 identified in Table 4.

Table 4: Required Clauses from DID-ILS-TDATA-TDL-2

Section	Name
6.2.2.2c	The end-user of the TD (i.e. the Commonwealth and the applicable support organisations, including, if applicable, the Contractor and Subcontractors)
6.2.2.3a	The name or title of the TD
6.2.2.3b	The item reference number or document number for the TD
6.2.2.3c	A brief description of the TD, including the purpose of the TD
6.2.2.3d	The name of the system/sub-system/CI/end-product to which the TD pertains
6.2.2.3g	The developmental status of the TD (e.g., existing and not to be modified, existing and to be modified, and new)
6.2.2.3i	The source of the TD (e.g., name of Subcontractor)
6.2.2.3j	The IP information required by the IP Plan, if the TDL is used to meet the requirements of this plan
6.2.2.3l	Security classification

- 2.11 Tenderers must provide a description of their training proposal for satisfying the operational and support requirements and concepts defined in the Description of Requirements (DOR) at Annex A to the draft SOW [...and draft Contract (Support)...[...INSERT DRAFT CONTRACT SUPPORT NUMBER...].], including:
- a. course syllabi, if available;
 - b. course descriptions;
 - c. competency prerequisites, if applicable;
 - d. expected length of each course;
 - e. any constraints on course delivery (e.g. course location, class size and/or delivery dates); and
 - f. delivery details.

ANNEX G TO ATTACHMENT A

TECHNICAL/ENGINEERING (CORE)

1. DRAFT SYSTEMS ENGINEERING MANAGEMENT PLAN (OPTIONAL)

Draft SOW reference: clause 4.1.1

Note to drafters: For all but the simplest design programs, a draft SEMP should be obtained. Nevertheless, there may be projects within the scope of this template for which the developmental requirements are minimal and a draft SEMP is not required as part of the tender responses.

Note to tenderers: The Commonwealth intends to assess the tenderer's system engineering development strategy for the project and its associated risks through the approach, plans and procedures documented in the draft SEMP.

If the tenderer plans to subcontract significant development activities, the response should include plans for the technical monitoring of Subcontractors and the integration and control of products received from Subcontractors.

1.1 Tenderers must provide a draft SEMP in accordance with DID-ENG-MGT-SEMP-2.

2. DRAFT TECHNICAL DOCUMENTATION TREE (OPTIONAL)

Draft SOW reference: clause 4.5.1

Note to drafters: This clause should be used only if a higher risk, complex development process is likely.

Note to tenderers: The Commonwealth intends to assess the tenderer's proposed engineering development documentation for the project through the draft Technical Documentation Tree (TDT).

If the tenderer plans to subcontract development activities, the TDT is to include the proposed technical documentation of Subcontractors.

2.1 Tenderers must provide a draft Technical Documentation Tree in accordance with DID-ENG-SOL-DOCTREE.

3. DRAFT VERIFICATION AND VALIDATION PLAN (OPTIONAL)

Draft SOW reference: clause 7.1.2

Note to drafters: This clause should be used only when a complex V&V program is likely.

Note to tenderers: The Commonwealth intends to assess the tenderer's Verification and Validation strategy for the project and its associated risks through the approach, plans and procedures documented in the draft V&VP.

If the tenderer plans to subcontract significant development activities, the response should include plans for the monitoring of Subcontractor V&V activities and the Contractor's acceptance criteria for products received from Subcontractors.

3.1 Tenderers must provide a draft V&V Plan in accordance with DID-V&V-MGT-V&VP.

4. AUTHORISED/ACCREDITED ENGINEERING ORGANISATION APPLICATION (OPTIONAL)

Draft SOW reference: clause 4.1.3

Note to drafters: This clause should be used only if draft SOW clause 4.1.3 is selected.

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- 4.1 Tenderers must provide an Authorised/Accredited Engineering Organisation application in accordance with DID-ENG-MGT-AEO.

5. AUTHORISED/ACCREDITED MAINTENANCE ORGANISATION APPLICATION (OPTIONAL)

Draft SOW reference: clause 4.1.4

Note to drafters: This clause should be used only if draft SOW clause 4.1.4 is selected.

- 5.1 Tenderers must provide an Authorised/Accredited Engineering Organisation application in accordance with DID-ENG-MGT-AMO.

6. DRAFT SOFTWARE MANAGEMENT PLAN (OPTIONAL)

Draft SOW reference: clause 4.4.2

Note to drafters: This clause should be used when a moderate or higher level of software development is likely. Specialist advice from the Director of Software Engineering (DSWE) in Standardisation Branch should be sought when deciding whether to obtain a draft SMP.

Note to tenderers: The Commonwealth intends to assess the tenderer's understanding of the elements of the project and its associated risks through the approach, plans and procedures documented in the draft SMP.

If the tenderer plans to subcontract significant development activities, their response should include plans for the monitoring of Subcontractor software activities and the Contractor's acceptance criteria for products received from Subcontractors.

- 6.1 Tenderers must provide a draft SMP in accordance with DID-ENG-SW-SMP.

7. DRAFT INTEGRATED SUPPORT PLAN (OPTIONAL)

Draft SOW reference: clause 5.1.2.1

Note to drafters: This clause should be used only if a complex integrated logistics support task or environment is likely.

Note to tenderers: The Commonwealth intends to assess the tenderer's integrated logistics support strategy for the project and its associated risks through the approach, plans and procedures documented in the draft Integrated Support Plan (ISP).

If the tenderer plans to subcontract significant support activities, the response should include plans for the monitoring of Subcontractors and the integration and control of products received from Subcontractors.

- 7.1 Tenderers must provide a draft Integrated Support Plan in accordance with DID-ILS-MGT-ISP-2.

8. ACCESS TO THE RADIO FREQUENCY SPECTRUM (OPTIONAL)

Draft SOW reference: clause 4.6.9

Note to drafters: This clause should be used when access to the Radiofrequency Spectrum is likely to be required.

Note to tenderers: The following information is being sought because Australia has specific regulatory requirements associated with access to the Radiofrequency Spectrum. Solutions sourced from outside of Australia have a high risk of not meeting Australian regulatory or specific Defence requirements.

Option: For when access to the Radiofrequency Spectrum is required.

- 8.1 Tenderers must provide a preliminary Equipment Certification to Access Radiofrequency

ANNEX G TO ATTACHMENT A

Spectrum (ECARS) in accordance with DID-ENG-SOL-ECARS, as tailored by the following requirements:

- a. The ECARS (also known as the form AA763) must consist of information entered onto the "System General Information Page" for each system, sub-system, Configuration Item (CI) or end product that requires access to, use of, or relies on the Radiofrequency Spectrum for its operation.
- b. Completion of the 'Transmitter Equipment Characteristics', 'Receiver Equipment Characteristic' and 'Antenna Equipment Characteristics' pages is optional; however, this additional information should be provided if its inclusion would allow the Commonwealth to properly evaluate Radiofrequency Spectrum requirements. Additional information should be attached if appropriate.

Note to drafters: If access to the Radiofrequency Spectrum is likely to be required, drafters should consider including an evaluation criterion in clause 3.3 of the conditions of tender that states that preference may be given to systems that operate wholly within those parts of the RF spectrum designated in the current edition of the 'Australian Radiofrequency Spectrum Plan' as being designated for Defence purposes.

9. DISPOSAL REQUIREMENTS (CORE)

Draft SOW reference 5.2.3.8

Note to drafters: This requirement will provide information to assist in source selection. Clause 5.2.8.10 of the draft SOW will require the Contractor to confirm or amend this information in the context of the Contract as a Contract Data Item deliverable.

- 9.1 Tenderers must provide details of any aspects of the Mission System and Support System Components to be delivered that have special disposal requirements due to legislative, regulatory, security, environmental, or any other restrictions.

ANNEX H TO ATTACHMENT A

AUSTRALIAN INDUSTRY CAPABILITY (RFT CORE)

Draft conditions of contract reference: clause 4

Draft SOW clause 3.12

Note to drafters:

An AIC plan is mandated for all complex procurements when:

- a. **an applicable Industry Requirement has been identified; or**
- b. **the contract price exceeds \$50 million.**

To determine if an applicable Industry Requirement exists, drafters should contact the Director AIC implementation on (02) 6265 2922.

Where an AIC Plan is required draft COC clause 4.1 and draft SOW clause 3.12 should also be selected.

1. AUSTRALIAN INDUSTRY CAPABILITY PLAN (OPTIONAL)

Note to tenderers: Tenderers should refer to the AIC Practitioners Information and Tool Kit 2007, at <http://www.defence.gov.au/dmo>, and the Industry Capability Network (ICN) at <http://www.icn.org.au> to complete the requirements of this Annex.

Defence requires suppliers to consult with the ICN if there is an AIC Plan requirement.

Other references detailing Defence policy for industry are collocated at the internet site and include:

- a. **Defence and Industry Policy Statement 2007;**
- b. **Doing Business with Defence 2007.**

- 1.1 Tenderers must provide a draft AIC Plan addressing at least the sections of DID-PM-AIC-AICP, AIC Plan listed below in Table 1.

Table 1: Minimum Tender Response Requirement for draft AIC Plan

Section	Section Title
6.2.1 A	Overview and Benefits
6.2.1 D	AIC Requirements
6.2.1 E	Australian Industry Capability Schedule

Tenderers must provide evidence that they have consulted with the ICN if there is an AIC Plan requirement.

ATTACHMENT A

TENDER DATA REQUIREMENTS LIST

Note to drafters: The following format is provided for guidance only and may be amended as required.

Tender Data Requirement Number	Tender Response Volume and Section
	Response Volume 1 Overview
A-1	Company Profile/Tenderer's Ability to Supply (Core)
A-2	Schedule of Subcontractors (Core)
A-3	Statement of Compliance (Core)
B-1	Declaration By Tenderer (Core)
	Response Volume 2 Commercial
C-1	Importation of Supplies and Export Approvals (Optional)
C-2	Liability (Core)
C-3	Insurance (Core)
C-4	Warranty and Latent Defects (Core)
C-5	Intellectual Property (Core)
C-6	Commercial-in-Confidence (Core)
C-7	Business Resource Planning (Core)
C-8	Ethics Letter (Core)
	Response Volume 3 Financial <i>Note to tenderers: Tender Price information should be included in this volume only</i>
D-1	Price and Delivery Schedule (Core)
D-2	Items for which Specific Prices are Required (Core)
D-3	Adjustment for Exchange Rate Fluctuations (Optional)
D-4	Adjustment for Fluctuations in the Cost of Labour and Materials (Optional)
D-5	Securities (Optional)
D-6	Agency Arrangements (Core)
D-7	Further Quantities and Optional Extras (Optional)
D-8	Schedule of Payments (Optional)

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Tender Data Requirement Number	Tender Response Volume and Section
D-9	Incentive Payments (Optional)
	Response Volume 4 Project Management
E-1	Past Performance (Optional)
E-2	Draft Contract Work Breakdown Structure and Dictionary (Optional)
E-3	Draft Contract Master Schedule (Core)
E-4	Key Staff Positions (Optional)
E-5	Draft Project Management Plan (Core)
E-6	Risk Assessment and Strategy (Core)
E-7	Quality Statement (Core)
E-8	Hazardous Substances and Ozone Depleting Substances (Core)
E-9	Facility Clearance Requirement (Optional)
E-10	Government Furnished Material (Optional)
E-11	Government Furnished Facilities (Optional)
	Response Volume 5 Technical
F-1	Mission System (Core)
F-2	Support System (Core)
G-1	Draft Systems Engineering Management Plan (Optional)
G-2	Draft Technical Documentation Tree (Optional)
G-3	Draft Verification and Validation Plan (Optional)
G-4	Authorised/Accredited Engineering Organisation Application (Optional)
G-5	Authorised/Accredited Maintenance Organisation Application (Optional)
G-6	Draft Software Management Plan (Optional)
G-7	Access to the Radio Frequency Spectrum (Optional)
G-8	Disposal Requirements (Core)
	Response Volume 6 Australian Industry Capability
H-1	Australian Industry Capability Plan (RFT Core)