

PART 1 – ANNEXES TO THE CONDITIONS OF TENDER

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ANNEX 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.R.B.N. and A.B.N. AS APPLICABLE...), submits its tender to provide the Supplies solicited by this RFT [...INSERT RFT NUMBER...] at the prices tendered and, subject to the statement of non-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;
- h. that the tenderer has no judicial decisions against it (excluding decisions under appeal) relating to unpaid employee entitlements where the entitlements remain unpaid;
- i. that the tenderer has fully complied with any 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;

ANNEX A

Note to drafters: A procurement is a covered procurement if the estimated value of the property or services being procured is above \$80,000 and it is not exempt in accordance with Annex A to the CPGs. If the procurement is specifically exempt from complying with the Mandatory Procurement Procedures as a result of a Defence or DMO specific exemption (a list of Defence and DMO specific exemptions is found at chapter 1.2 of the DPPM) the procurement will still be classed as a covered procurement (albeit exempt from the MPPs) and the following clauses must be used if the procurement involves:

- a. clothing and footwear; or**
- b. cleaning services or building management services.**

The Procurement Method Approver is responsible for determining whether a Defence or DMO specific exemption applies to the procurement.

Option: For when the procurement is a covered procurement involving clothing and footwear.

Note for tenderers: Delete this paragraph (j) if the tenderer does not have a commercial presence in Australia.

- j. that the tenderer is accredited or is seeking accreditation with the [Homeworkers' Code of Practice](#); and

Option: For when the procurement is a covered procurement involving cleaning services or building management services.

- k. for its cleaning services within Australia, that the tenderer:
 - (i) provides its cleaning employees with the appropriate training, supervision, equipment and materials to enable them to perform their job safely and efficiently;
 - (ii) provides its cleaning employees with a written duty schedule at each site listing specific tasks to be completed; and
 - (iii) sets fair and reasonable workloads for all cleaning employees and provides adequate staff to achieve the required performance levels.

2. ACCEPTANCE (CORE)

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

3. IMPROPER ASSISTANCE (CORE)

3.1 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 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 B

STATEMENT OF NON-COMPLIANCE (CORE)

1. STATEMENT OF NON-COMPLIANCE (CORE)

- 1.1 If tenderers are non-compliant with any clause of the RFT they must state their non-compliances in accordance with the Statement of Non-Compliance Format at Table 1. Responses must be in the order in which the clauses appear and refer to the relevant clause number, Annex or Attachment.
- 1.2 Responses to the effect of “partial compliance” will be evaluated by the Commonwealth as non-compliant.

Note to tenderers: Failure to indicate all non-compliances in Table 1 may constitute false, misleading or deceptive conduct for the purposes of Part V of the Trade Practices Act 1974 or Division 137 of the Criminal Code.

Table 1: Statement of Non-Compliance Format

	Clause No.	Comments
Conditions of tender		
Annexes to the conditions of tender		
Draft conditions of contract		
Attachments to the draft conditions of contract		
Draft SOW		
Annexes to draft SOW		

Note to tenderers: If appropriate, non-compliance may be indicated against groups of clauses, e.g. clause 6.1 to 6.3 inclusive. If a tender does not comply with a particular clause, the tenderer is to state:

- a. the extent, justification and impact of non-compliance;**
- b. full details of any alternative proposal, including for the draft conditions of contract an alternative clause; and**
- c. the location in the tender where non-compliance details and / or comments can be found.**

ANNEX C

COMMERCIAL INFORMATION TO BE PROVIDED BY TENDERERS (CORE)

1. PRICE AND DELIVERY SCHEDULE (CORE)

Draft conditions of contract reference: clause 6

- 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 in Table 1 (if any) and indicate the best delivery that can be effected having regard to other commitments.
- 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 any resultant 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.

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 where 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.

If the Commonwealth determines that any resultant Contract is to be payable in Australian dollars only, the Commonwealth is to negotiate provisions with the successful tenderer enabling variation adjustment of the Contract Price for exchange rate adjustments.

- 1.5 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 will not be subject to claims for adjustment for 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 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.

- 1.6 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 C

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 INDUSTRY ACTIVITIES (in \$A for each line item)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)
CONTRACT PRICE (GST Inclusive)									

ANNEX C**Notes to tenderers:**

- Column (a):** *This should be in a simple 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. Where 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 Industry Activities in Australian Dollars (indicate whether it is an actual or nominal figure and outline the method of valuation including the rationale).*

ANNEX C

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 INDUSTRY ACTIVITIES (in \$A for each line item)
			ITEMS SOURCED IN AUSTRALIA	ITEMS SOURCED OVERSEAS						ITEMS SOURCED IN AUSTRALIA	ITEMS SOURCED OVERSEAS				
				(in \$A)	UNIT PRICE DUTY FREE (in foreign currency)	UNIT PRICE DUTY FREE (in \$A)	CUSTOMS DUTY (in \$A)				UNIT PRICE DUTY PAID (in \$A)	(in \$A)			
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)
										CONTRACT PRICE (GST Inclusive)					

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Notes to tenderers:

- Column (a):** *This should be in a simple numerical.*
- 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. Where 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 \$AUD 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 Industry Activities in Australian Dollars (indicate whether it is an actual or nominal figure and outline the method of valuation including the rationale).*

ANNEX C**2. ECONOMIC ORDER QUANTITY (OPTIONAL)**

- 2.1 Tenderers must provide details in the format of the Price and Delivery Schedule Response at Table 1, if an order for a quantity different to that requested by the Commonwealth would enable tenderers to offer better value for money to the Commonwealth for items of the Supplies.

3. FURTHER QUANTITIES AND OPTIONAL EXTRAS (OPTIONAL)

Draft conditions of contract reference: clause 1.7

- 3.1 Tenderers must indicate whether they are prepared to supply further quantities of the Supplies and optional extras, including those detailed in Attachment C 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.

4. ADJUSTMENT FOR EXCHANGE RATE FLUCTUATIONS (CORE)

- 4.1 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.

5. TENDERER'S ABILITY TO SUPPLY (CORE)

- 5.1 Tenderers must provide the following information:
- a. detail of how they would complete the Commonwealth's requirements as outlined in the draft Statement of Work;
 - b. details of the tenderer's background, experience and resources relevant to its ability to meet the requirement;
 - c. details of any other matters relating to the commercial, technical or financial capacity of the tenderer which may materially affect the tenderer's ability to perform the obligations under any resultant Contract;
 - 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) for a foreign firm or company, details of its registration, incorporation and place of business in Australia, the name of any Australian representative A.C.N./A.R.B.N. and it's A.B.N. as applicable;
 - (vi) if an Australian company, it's A.C.N./A.R.B.N. and it's A.B.N. as applicable;
 - (vii) if the company has any third party quality certification (i.e. International Standards Organisation (ISO) compliance), details of that certification; and
 - (viii) if the tenderer is a Small Business;

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- e. details of the personnel the tenderer proposes to use i.e. names of the individuals, intended extent of involvement in the assignment, and the individuals' qualifications and experience; and
- f. information on other assignments or any other matter which the tenderer considers to be relevant to its competence.

6. WARRANTY (CORE)

Draft conditions of contract reference: clause 8.2

Note to tenderers: The Commonwealth may not require warranty coverage, 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.

- 6.1 Tenderers must provide details of the warranty being tendered when they differ from that sought in clause 8.2 of the draft conditions of contract. Tenderers must provide in the Price and Delivery Schedule, the amount tendered to cover the warranty 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.

7. INSURANCE (CORE)

Draft conditions of contract reference: clause 7.4

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 policy 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.

- 7.1 Tenderers must provide details of current or proposed insurance policies that relate to any resultant 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 details of any aggregate limits or relevant sublimits 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 materially affect, the tenderer's ability to meet its obligations under any resultant Contract;
 - f. deductible amounts; and
 - g. period of insurance.

8. SUBCONTRACTORS (CORE)

- 8.1 Tenderers must provide details of any Subcontractors that the tenderer proposes to use under the Contract where the value of the work to be subcontracted exceeds [...DRAFTER TO INSERT PRIOR TO RELEASE OF RFT...]. Such detail must include (for each proposed Subcontractor) the name and A.C.N./A.R.B.N. and A.B.N. as applicable of the company, the elements of work to be subcontracted, the technical significance of the work and the cost of the Subcontract.

9. COMMERCIAL-IN-CONFIDENCE INFORMATION (CORE)

- 9.1 Tenderers must provide a list of all Contract clauses and attachments considered to be Commercial-in-Confidence Information and which are therefore proposed for listing in Attachment G to the draft conditions of contract. For each clause or attachment, tenderers must identify the reason the clause or attachment is considered to be Commercial-in-

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Confidence Information (with reference to the six reasons listed in Attachment G of the draft conditions of contract) and provide additional justification as to why the reason applies.

10. FACILITY AND ICT SYSTEMS SECURITY ACCREDITATION (OPTIONAL)

Draft conditions of contract reference: clause 9.8

Note to tenderers: Tenderers should refer to clause 9.8 of the draft conditions of contract for details regarding the security classification and categorisation of work to be performed under any resultant Contract and the facility accreditations and Information and Communications Technology (ICT) system accreditations (if any) that are required for the performance of any resultant Contract.

When Communications Security (COMSEC) material is necessary only certain companies will be eligible to conduct the COMSEC aspects of any resultant Contract.

For further information on COMSEC, classification, categorisation and accreditations, and for access to the Defence Security Manual (DSM), tenderers should contact the Contact Officer specified in clause 2.5 of the conditions of tender.

- 10.1 Tenderers must provide the following details for all premises proposed in their tender for the storage of classified documents, classified assets or assets categorised as [...INSERT CATEGORISATION LEVEL...] or above, or the housing of information systems for the processing of classified data:
- a. physical address of facility;
 - b. facility accreditation(s) held (type and level), when granted and by whom; and
 - c. ICT system accreditations(s) held (type and level), when granted and by whom.
- 10.2 If appropriate accreditations are not held, then tenderers must indicate their willingness to undergo the procedures for obtaining the requisite accreditations.
- 10.3 Tenderers must provide the above information in relation to all Subcontractors who will require access to security classified information.

11. LIABILITY (CORE)

Draft conditions of contract reference: clause 7.3

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.

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

Note to drafters: Prior to RFT release, drafters must conduct a liability risk assessment in accordance with the standard Defence methodology described in the Liability Risk Management Process (LRMP) guide, which can be accessed at: <http://intranet.defence.gov.au/dmoweb/sites/PP/comweb.asp?page=74269&Title=Liability%20Risk%20Management>. The liability risk assessment provides the basis for determining the limitation of liability amounts in clause 7.3 of the conditions of contract.

Note to tenderers: The Commonwealth's preference is for liability under any resultant Contract to be assessed according to common law principles. If tenderers propose a limitation of liability, they must familiarise themselves with the Defence Liability Risk Management Process (LRMP) (which can be accessed at <http://www.defence.gov.au/dmo/>). The tenderer must provide a liability risk assessment which has been conducted in accordance with the LRMP, clear details of its proposed alternative liability regime and reasons for the approach. The Commonwealth will consider the tenderer's proposed alternative regime on its merits and in the context of value for money considerations, provided the tenderer furnishes the information requested in this clause.

- 11.1 Tenderers must specify the basis for Contractor liability that they propose will apply to the Contract.
- 11.2 If a tenderer proposes to limit its liability, or limit its liability on an alternative basis to that set out in clause 7.3 of the draft conditions of contract (e.g. by proposing a liability limitation or exclusion additional to those set out in clause 7.3), the tenderer must 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 or requires a regime different to that proposed in clause 7.3 of the draft conditions of contract;
 - c. a detailed assessment of the risks associated with the procurement and the likelihood and consequences of each identified risk eventuating;
 - d. a cost/benefit analysis of the proposed limitation of liability; and
 - e. full pricing details for a liability regime based on the liability regime detailed in clause 7.3 of the draft conditions of contract.

ANNEX D

TECHNICAL INFORMATION TO BE PROVIDED BY TENDERERS (CORE)

1. DESCRIPTION OF PROPOSED SOLUTION (CORE)

Draft Statement of Work reference: Annex A

Note to drafters: The following clause should be amended to meet the specific requirements of the procurement.

- 1.1 Tenderers must provide a description of their proposed solution for satisfying the requirements defined in the Specification at Annex A to the draft SOW, including:
- a. the identification of each product and component, including (where applicable) hardware and software down to Configuration Item level;
 - b. a description of the products and components 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 and component;
 - (ii) any interactions or interfaces between the respective products and components; and
 - (iii) any interactions or interfaces between the products/components and the external environment;
 - c. 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;
 - d. if installation is required, a description of the installation requirements;
 - e. the expected remaining life of the products and components before they are classified as obsolete by the tenderer or manufacturer, as applicable;

Note to drafters: The following sub-clauses are linked to the purpose of the template, and any stated preference (if included in the evaluation criteria) for off-the-shelf solutions. The response to the sub-clauses should enable a risk assessment to be conducted by the procurement team of any tendered proposals that involve other than low levels of development (for which the template has not been designed).

Note to tenderers: The following sub-clauses are intended to obtain disclosure of any elements that require development to meet the Contract requirements for the purposes of evaluation. The sub-clauses should not be interpreted as an invitation to tender developmental solutions.

- f. if any development is required, the level of development for each product or component; and
 - g. the identification of the tenderer's perceived technical risk areas and their approach to mitigating risk in each area.
- 1.2 Tenderers may provide product brochures in responding to the requirements of clause 1.1; however, these brochures are to be accompanied by any additional information necessary to ensure that all of the requirements of clause 1.1 are addressed and to assure the Commonwealth that the required functionality will be met.

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Note to drafters: The following clause is intended to obtain information to facilitate the implementation of future support requirements, and should be amended, as required, to meet the specific requirements of the procurement. If not applicable, the clause should be deleted and replaced with 'Not used'.

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

Tenderers' responses to clause 1.3 should be no more than five pages of text (not including printed material e.g. certificates, brochures etc).

- 1.3 Tenderers must provide a description of the support 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 drafters: The following clause will need to be amended to meet the specific requirements of the procurement. If the support concept is simple, then drafters should consider incorporating the support concept directly into the clause (as per the example below). Alternatively, if the support concept is more complex, drafters should include the support concept in a separate document and reference the document from the clause. Drafters should be aware that the approach to ILS in this template is based upon seeking the tenderers' recommendations for the required Support Resources and training, and then incorporating the negotiated outcomes into the Price and Delivery Schedule. As such, the support concept must not be included in the final Contract because it has the potential to conflict with the negotiated outcomes.

(Example Clause) The Commonwealth is seeking the tenderers' recommendations on the Support Resources (i.e. spares, packaging, S&TE, operating and maintenance publications, installation drawings, training equipment and training materials) and training that, in addition to meeting the requirements of the draft Contract, will enable the following support concepts and needs to be satisfied:

- a. **equipment Supplies may be deployed anywhere in Australia for periods up to 30 days without resupply;**
- b. **equipment Supplies may be operated at three different locations simultaneously and sharing of spares between the locations is not feasible;**
- c. **Defence personnel will undertake all Operating Level Maintenance on equipment Supplies; however, it is expected that all Deeper Level Maintenance will be undertaken by a support contractor;**
- d. **all items of equipment that will be owned by the Commonwealth will be codified in accordance with the NATO codification system;**
- e. **Defence personnel operating equipment Supplies will have the following minimum qualifications: [...DRAFTER TO INSERT...];**
- f. **Defence personnel maintaining equipment Supplies will have the following minimum qualifications: [...DRAFTER TO INSERT...];**

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- g. no additional equipment or materials will be available to the Defence maintainers, other than the equipment and materials provided as Supplies; and**
- h. deployable Support Resources may be transported by any means either civilian or military, including road, rail, sea and air, etc.**

1.4 [...INSERT ILS REQUIREMENTS...].

Note to drafters: The following clause should be amended to meet the specific requirements of the procurement.

- 1.5 Tenderers must provide recommendations, in accordance with clause 1.6, on the following Support Resources, which they consider should be acquired by the Commonwealth to satisfy the support concepts and needs defined in clause 1.4:
- a. spares;
 - b. packaging;
 - c. S&TE;
 - d. operating and maintenance publications;
 - e. installation drawings, if installation is required in Commonwealth facilities;
 - f. training equipment; and
 - g. training materials.
- 1.6 Tenderers must provide the following information for each of the Support Resources listed in clause 1.5:
- a. the item name and manufacturer's part number;
 - b. the source of the item, including the name and address of the distributor or manufacturer;
 - c. if codified in the NATO codification system, the NATO Stock Number (NSN);
 - d. if a spare, the nature of the spare (i.e. repairable or non-repairable);
 - e. the recommended quantity of each item;
 - f. unit price, which shall be the tenderer's most favoured customer price; and
 - g. delivery details.
- 1.7 The unit price and delivery details required in clause 1.6, are to be included in the Price and Delivery Schedule at clause 1 of Annex C.
- 1.8 Tenderers must provide a brief justification for the recommended range and quantity of items proposed.

Note to tenderers: Following Contract negotiations, the agreed range and quantities of all Support Resources to be acquired will be incorporated into any resultant Contract Price and Delivery Schedule.

- 1.9 Tenderers must provide a description of their proposed training to meet the requirements of the draft Contract and which accord with the support concepts and needs defined in clause 1.4, including:
- a. course syllabi;
 - b. course descriptions;
 - c. competency prerequisites, if applicable;
 - d. length of each course;
 - e. any constraints on course delivery (e.g. course location, class size and/or delivery dates);

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- f. price for each course, which shall be the tenderer's most favoured customer price; and
 - g. delivery details.
- 1.10 The unit price and delivery details required in clause 1.9, are to be included in the Price and Delivery Schedule at clause 1 of Annex C.

Note to tenderers: Following Contract negotiations, the training to be provided will be incorporated into any resultant Contract Price and Delivery Schedule.

ANNEX D

2. HAZARDOUS SUBSTANCES AND OZONE DEPLETING SUBSTANCES (CORE)

Draft Statement of Work reference: clause 2.4

Note to tenderers: Commonwealth policy on the use of Hazardous Substances and on Ozone Depleting Substances is detailed in the DPPM.

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. Such authorisation will not be granted if the inclusion of the substance infringes any Australian Federal, State or Territory legislation. If the Commonwealth has approved, prior to release of the RFT, the inclusion of any Hazardous Substances or Ozone Depleting Substances in the Supplies, these substances will be listed at Annex C of the draft Statement of Work.

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

3. DISPOSAL REQUIREMENTS (CORE)

Draft Statement of Work reference: clause 4.4

Note to drafters: This requirement will provide information to assist in source selection. Clause 4.4 of the draft SOW will require the Contractor to confirm or amend this information in the context of the Contract as a Contact Data Item deliverable.

- 3.1 Tenderers must provide details of any aspects of the Supplies to be delivered that have special disposal requirements due to legislative, regulatory, security, environmental, or any other restrictions.

4. FINAL INSPECTION AND TEST PLAN (OPTIONAL)

Draft Statement of Work clause 5.1

Notes to drafters: These clauses should be used when clause 5.1 of the draft SOW is selected.

This Annex is required to be included in RFTs where the complexity of the Supplies is such to require Verification or Quality to be assured either fully or partly by FI&T of the Supplies before Acceptance. The draft Plan will be used in evaluation, and, subject to any changes arising from negotiation, will be included in the Contract on the Effective Date as an Annex to the SOW.

FI&TProcs and FI&TR will be required to be developed and delivered to the Commonwealth Representative for Approval in accordance with clause 5 of the SOW.

Notes to tenderers: This Annex is included in the RFT because the complexity of the Supplies is such as to require Verification that the supplies satisfy the requirements of the Contract, and their Quality to be assured either fully or partly by FI&T of the Supplies before Acceptance. The draft FI&TPs will be used in evaluation, and, subject to any changes arising from negotiation, will be included in the Contract on the Effective Date as an Annex to the SOW.

FI&TProcs will be required to be developed and delivered to the Commonwealth Representative for Approval in accordance with clause 5 of the SOW.

Tenderers should note that FI&T should address all items of Supplies.

- 4.1 Tenderers must provide a draft FI&TP for the Supplies to be offered for Acceptance under any resultant Contract.
- 4.2 The draft FI&TP must describe the FI&T activities proposed to be conducted on all Supplies to be offered for Acceptance, to demonstrate the quality of the Supplies, and that all specified System requirements have been met.

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- 4.3 If applicable, the draft FI&TP must describe the procedures for review of the installation of, and connection of services to the Supplies in designated Commonwealth facilities, to confirm that the work has been completed in accordance with the Contract, and that the facilities are ready for hand-over to the Commonwealth.
- 4.4 The draft FI&TP should draw comprehensively on the Specification and outline all inspections and test activities to be included in the FI&T of the Supplies.
- 4.5 The draft FI&TP must detail requirements and procedures for Commonwealth provision of resources for, and Commonwealth involvement in or witnessing of, FI&T activities.
- 4.6 For each item of Supplies, the draft FI&TP must include the:
- a. information to uniquely identify the item to be inspected and tested,
 - b. a description of test procedures to be applied, and the success/failure criteria to be applied,
 - c. a description of inspections to be conducted and the success/failure criteria to be applied,
 - d. rationale as to why the FI&T proposed is adequate for the Commonwealth to determine the quality of the Supplies offered for Acceptance and their satisfaction of the Contract requirements, and
 - e. a description of the format and content of the FI&TR to be provided to the Commonwealth before Supplies are offered for Acceptance.

5. QUALITY STATEMENT (OPTIONAL)

Draft Statement of Work reference: clause 6.1

Note to drafters: These clauses should be used when clause 6.1 of the draft SOW is selected.

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

- 5.1 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.
- 5.2 When the QMS is Certified to AS/NZS ISO 9001:2008, 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 must undergo an assessment by the Commonwealth of their quality system if deemed necessary, as part of the tender evaluation.

- 5.3 Tenderers must provide a statement detailing how the scope of their Certified QMS is to be applied to the overall work of the Contract. The statement should identify how any out-of-scope activities will be managed and verified (e.g. by the development of new capabilities, by subcontracting, etc).
- 5.4 Tenderers must provide the following:
- a. details of processes for the management of Subcontractors that will be involved in significant manufacturing or production activities; and
 - b. for each Subcontractor identified above, a description of the scope of work to be undertaken under any resultant Contract.

ANNEX E

AUSTRALIAN INDUSTRY CAPABILITY (CORE)

Draft conditions of contract reference: clause 10.2

1. AUSTRALIAN INDUSTRY CAPABILITY SCHEDULE

Note to drafters: if Industry Requirements are identified or if the expected value of the Contract exceeds \$50 million, more extensive AIC clauses will be required. In this case drafters should refer to the AIC provisions contained in the ASDEFCON (Support) template or contact the Director AIC Implementation for assistance.

An Industry Requirement exists where a Priority Industry Capability (PIC) applies to the procurement or the project identifies Project Specific Industry Capabilities (PSICs). Drafters can consult the PIC Fact Sheet at <http://www.defence.gov.au/dmo/> to identify if a PIC applies or contact the Director AIC Implementation for assistance.

Note to tenderers: Tenderers must refer to the Australian Industry Capability (AIC) Toolkit at <http://www.defence.gov.au/dmo/> to complete the requirements of this Annex.

Defence requires tenderers to market test local industry. Local industry means the local industries of Australia and New Zealand.

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

- a. **the Defence and Industry Policy Statement;**
- b. **Doing Business with Defence; and**
- c. **the DPPM.**

The Commonwealth prefers that Local Industry Activities including those derived from commercial opportunities do not impose additional costs or time premiums over and above the costs or schedule that would be applicable if the work were to be performed overseas.

1.1 Tenderers must provide a draft AIC Schedule in accordance with Table 1 below.

1.2 Tenderers must provide evidence that they have market tested local industry.

TABLE 1: AIC SCHEDULE

LIA Number	Line Item Description	Line Item Value (AUD)	LIA Line Item Value (AUD)	Company Details	Value of Imported Content in line item (AUD)
	(a)	(b)	(c)	(d)	(e)
LIA-01		\$	\$		\$
LIA-02		\$	\$		\$
LIA-03		\$	\$		\$
TOTAL			\$		\$

When preparing this Schedule, include all items of Supplies. If necessary, break the AIC Schedule Line Item into sub line items to better describe the Local Industry Activities.

- a. **Line item description – from the Price and Delivery Schedule in Attachment B to the draft conditions of contract.**

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- b. *Total value of the Line Item – from the Price and Delivery Schedule in Attachment B to the draft conditions of contract. Use a separate column for each currency, alternatively convert to \$AUD, but indicate exchange rates used.***
- c. *Value of LIA in the line item.***
- d. *Identify the local company performing the LIA. If more than one company, detail the value of the work to each company.***
- e. *Indicate value of Imported Content in the line item.***