

## ATTACHMENT A

## TENDER DATA REQUIREMENTS LIST

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

Tender Data Requirement Number	Tender Response Volume
	<b>Volume 1: Overview / Tenderer's Deed of Undertaking</b>
<b>A-1</b>	Executive Summary (Core)
<b>A-2</b>	Tenderer's Profile and Past Performance (Core)
<b>A-3</b>	Schedule of Proposed Subcontractors (Core)
<b>A-4</b>	Statement of Non-Compliance (Core)
<b>B-1</b>	Tenderer's Deed of Undertaking (Core)
	<b>Volume 2: Commercial</b>
<b>C-1</b>	Importation of Supplies and Export Approvals (Core)
<b>C-2</b>	Liability (Core)
<b>C-3</b>	Insurance (Core)
<b>C-4</b>	Defect Rectification (Core)
<b>C-5</b>	Technical Data and Software Rights (Core)
<b>C-6</b>	Economic Benefits to the Australian Economy (Core)
	<b>Volume 3: Financial</b>
	<b>Note to tenderers: Tender price information should be included in this volume only</b>
<b>D-1</b>	Tendered Pricing Information - General Requirements (Core)
<b>D-2</b>	Tendered Pricing Information – Specific Requirements (Core)
<b>D-3</b>	Adjustments (Core)
<b>D-4</b>	Australian Contract Expenditure (Core)
<b>D-5</b>	Further Quantities and Optional Extras (Optional)
<b>D-6</b>	Cost Reimbursement (Optional)
<b>D-7</b>	Incentive Payments (Optional)
	<b>Volume 4: Project Strategies and Experience</b>
<b>E-1</b>	Project Strategy (Core)
<b>E-2</b>	Relevant Experience (Core)
<b>E-3</b>	Contract Work Breakdown Structure and Dictionary (Optional)
<b>E-4</b>	Contract Master Schedule (Core)
<b>E-5</b>	Staff / Skills Profile (Optional)
<b>E-6</b>	Risk Assessment and Risk Register (Core)
<b>E-7</b>	Defence Industry Security Program Physical and Information / Cyber Security Requirements (Optional)

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<b>E-8</b>	Government Furnished Material (Core)
<b>E-9</b>	Government Furnished Facilities (Optional)
<b>E-10</b>	Government Furnished Services (Optional)
	<b>Volume 5: Materiel System Solution</b>
<b>F-1</b>	Mission System (Core)
<b>F-2</b>	Mission System Technical Documentation Tree (Optional)
<b>F-3</b>	Software List (Optional)
<b>F-4</b>	Equipment Certification to Access the Radiofrequency Spectrum (Optional)
<b>F-5</b>	Cyber Security (Optional)
<b>F-6</b>	Support System (Core)
<b>F-7</b>	Support Resources (Core)
<b>F-8</b>	Problematic Substances in Supplies (Core)
<b>F-9</b>	Environmental Considerations (Optional)
	<b>Volume 6: Australian Industry Capability</b>
<b>G-1</b>	Australian Industry Capability Planning and Business Case (Core)
<b>G-2</b>	Defence-Required Australian Industrial Capabilities (Optional)
<b>G-3</b>	Australian Contract Expenditure Measurement (Core)
<b>G-4</b>	Opportunities to Enhance AIC (Optional)

## ANNEX A TO ATTACHMENT A

## OVERVIEW (CORE)

## 1. EXECUTIVE SUMMARY (CORE)

***Note to tenderers: The recommended number of pages for the Executive Summary is eight pages of text and a one-page graphic. This recommendation should not be construed as an absolute limit but as guidance to assist the tenderer to ascertain the level of detail required.***

- 1.1 Tenderers are to provide an Executive Summary of their tender.
- 1.2 The Executive Summary is not to contain pricing information.
- 1.3 Tenderers are to include, as part of the Executive Summary, an overview of their proposed Materiel System solution. This summary is to identify the major components (or segments / subsystems) of the proposed solution, including the Mission System and the Support System and should be suitable for both non-technical and technical persons.

## 2. TENDERER'S PROFILE AND PAST PERFORMANCE (CORE)

- 2.1 Tenderers are to provide the following information:
  - a. the tenderer's background 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 capacity that may materially affect the tenderers ability to perform any resultant Contract, including:
    - (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 risks, including those arising from Subcontracted work, and how it would maintain sufficient cash flow in the event of a delay to a Milestone Payment or other payment under any resultant Contract for any reason;
  - c. identification of any trust or fiduciary capacity in which the tenderer proposes to perform any resultant Contract; and
  - d. particulars of any of the following if they are likely to adversely affect the tenderer's performance of any resultant Contract: civil or criminal litigation or proceeding, actual or threatened, involving the tenderer or its directors, or any Related Bodies Corporate, or the existence of any breach or default of any agreement, order or award binding on the tenderer, or any Related Bodies Corporate, or any judgement or decision.

***Note to drafters: Insert the number of contracts below, considering the applicable market size.***

- 2.2 Tenderers are to list up to [...INSERT NUMBER EG, three...] relevant contracts, either current or completed in the last five years, that are:
  - a. Australian Defence contracts; or
  - b. other contracts (including contracts under the Global Supply Chain (GSC) program) with comparable scope and complexity,in which the tenderer was the prime contractor or a subcontractor ('**referenced projects**').

***Note to tenderers: As guidance, the summary of each referenced project in response to clauses 2.3 and 2.4, should not exceed three pages per contract.***

- 2.3 Tenderers are to provide the following details for each referenced project:
  - a. contract title / project name and number, the end customer / user organisation to which the contract relates, and details of the procurement entity (if not Defence);
  - b. for any contracts that are not Australian Defence contracts, the contact details for a manager within the contract management / customer organisation;
  - c. the company division and their responsibility as prime contractor or as a subcontractor;
  - d. a description of products and services provided, and the location and nature of work;
  - e. the contract (or subcontract) commencement and completion dates; and

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- f. the approximate Australian dollar value of the contract or subcontract.
- 2.4 Tenderers are to provide a summary, for each referenced project, describing how the referenced project demonstrates that the tenderer has:
- the commercial and program management capabilities necessary to address the complexities of the draft Contract;
  - the technical capabilities (including engineering, Integrated Logistic Support (ILS), Verification and Validation (V&V), and so on) sufficient to address the complexities of design, development, integration and implementation requirements for the proposed solution (described in response to TDR [F](#)) and the draft SOW; and
  - implemented an Australian Industry Capability (AIC) program (or similar obligations in a different country), describing any Industry Capabilities that were created or enhanced, and the role in establishing in-country support for a new system.
- 2.5 Tenderers are to indicate if they, any of their Related Bodies Corporate, or proposed Approved Subcontractors, were a contractor or subcontractor to a project / sustainment activity that has been listed as a Project / Product of Concern in the last three years and, if so, the strategies by which performance improvements would be implemented for any resultant Contract.
- 2.6 Tenderers are to provide a statement as to whether or not they, or any proposed Approved Subcontractors, have had contracts with the Commonwealth terminated early, for any reason, in the last five years. The statement is to describe the circumstances of any such terminations.
- 2.7 Tenderers are to provide a written statement as to whether or not they, and their officers, employees, agents or any proposed subcontractors, have had any non-compliances with the Commonwealth Supplier Code of Conduct. The statement is to include a description of the circumstances of any such non-compliance.

**Financial Statements Presubmittal Program or Approved Contractor Viability Program**

**Note to drafters:** *If a tenderer states in its tender that it is participating in the Financial Statements Presubmittal Program (FSPP) or Approved Contractor Viability Program (ACVP), the Defence tender evaluation team should refer to the FSPP or ACVP registers for confirmation.*

**Further information on the FSPP and ACVP is available at:**

- <http://ibss/PublishedWebsite/LatestFinal/%7B836F0CF2-84F0-43C2-8A34-6D34BD246B0D%7D/Item/683f4f8b-b6af-4a7d-8388-ca7b493a114c>.

**Note to tenderers:** *The Financial Statements Presubmittal Program (FSPP) permits CASG suppliers to submit tender-related financial information once per year to CASG, rather than as part of each tender.*

**Further information on the FSPP and ACVP, including eligibility criteria and the registers of participating suppliers is available at:**

- <https://www.defence.gov.au/business-industry/procurement/policies-guidelines-templates/procurement-guidance/program-guidelines>.

**Tenderers not participating in the FSPP or ACVP:**

- 2.8 Tenderers that are not currently participating in the FSPP (ie, those that are not listed in the FSPP or ACVP registers as at the time of tender lodgement) are to provide the following information:
- the following details of the tenderer, as applicable:
    - the full name of the tenderer;
    - any trading or business name;
    - if a company, the registered office, principal place of business and an outline of the company structure;
    - the date and place of incorporation;
    - individual shareholders holding 20 percent or more of any issued share capital;
    - particulars of any foreign national or foreign bodies or organisations in a position to exercise or influence control over the tenderer;

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- (vii) Related Bodies Corporate;
  - (viii) for a foreign entity, details of its registration, incorporation and place of business in Australia, the name of any Australian representative and its ABN (if any); and
  - (ix) if an Australian company, its ACN/ARBN and ABN as applicable.
- b. copies of Annual Statement of Financial Position, Income Statement and Statement of Cash Flows with the appropriate accompanying notes for the three previous financial years. If the tenderer is part of a group of companies, those documents or the equivalent information is to relate to the tenderer as a single entity, unless granted relief under the relevant Australian Securities and Investments Commission class order.

***Tenderers participating in the FSPP or ACVP:***

- 2.9 Tenderers that are participating in the FSPP (ie, those that are listed in the FSPP or ACVP registers as at the time of tender lodgement) are to:
- a. state that they are participating in the FSPP and whether they have ACVP status; and
  - b. provide the following details of the tenderer:
    - (i) the full name of the tenderer;
    - (ii) if an Australian company, its ACN/ARBN and ABN as applicable; and
    - (iii) if a foreign entity, details of its registration, incorporation and place of business in Australia, the name of any Australian representative and its ABN (if any).

***Option: Include this clause if the procurement is at or above the relevant procurement threshold, and does not meet the exemptions set out at Appendix A to the CPRs.***

***Note that if a Defence specific exemption from Division 2 of the CPRs applies, this option is still to be used.***

***Note to tenderers: In performing any resultant Contract, the tenderer is to comply with its obligations under the Workplace Gender Equality Act 2012 (Cth). Information about the coverage of the Workplace Gender Equality Procurement Principles is available from the Workplace Gender Equality Agency at:***

- <https://www.wgea.gov.au/what-we-do/compliance-reporting/wgea-procurement-principles>

- 2.10 If the tenderer is a Relevant Employer, the tenderer is to:
- a. provide a current letter of compliance issued by the Workplace Gender Equality Agency (WGEA) as part of its tender; or
  - b. advise that it is a Relevant Employer as part of its tender and provide a current letter of compliance issued by WGEA prior to executing any resultant Contract with the Commonwealth.
- 2.11 For the purposes of clause 2.10, Relevant Employer means an employer who has been a Relevant Employer under the Workplace Gender Equality Procurement Principles for a period of not less than 6 months. The Supplier will continue to be obligated as a Relevant Employer until the number of its employees falls below 80.

***Option: This clause must be used when a procurement is conducted by open tender, is subject to the CPRs and has an estimated value over \$4 million (inc GST).***

***Note to tenderers: The Shadow Economy Procurement Connected Policy obligates the Commonwealth to obtain STRs from tenderers. For information about this policy refer to:***

- <https://treasury.gov.au/policy-topics/economy/shadow-economy/procurement-connected-policy>.

- 2.12 Tenderers are to:
- a. provide as part of their tender any of the following STRs that are applicable to the tenderer; and

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- b. in accordance with clause 1.8.3 of the Conditions of Tender, obtain and hold any of the following STRs that are applicable to a relevant Subcontractor:

**Table A-1: Tenderer / Subcontractor STR requirements**

If the tenderer / subcontractor (as the case may be) is:	STRs required:
(a)	(b)
a. a body corporate or natural person;	a satisfactory and valid STR in respect of that body corporate or person;
a. a partner acting for and on behalf of a partnership;	a satisfactory and valid STR: (i) on behalf of the partnership; and (ii) in respect of each partner in the partnership that will be directly involved in the delivery of any resultant Contract or Subcontract (as applicable);
b. a trustee acting in its capacity as trustee of a trust;	a satisfactory and valid STR in respect of the: (i) trustee; and (ii) the trust;
b. a joint venture participant;	a satisfactory and valid STR in respect of: (i) each participant in the joint venture; and (ii) if the operator of the joint venture is not a participant in the joint venture, the joint venture operator;
b. a member of a Consolidated Group;	a satisfactory and valid STR in respect of: (i) the relevant member of the Consolidated Group; and (ii) the head company in the Consolidated Group;
b. a member of a GST Group;	a satisfactory and valid STR in respect of the: (i) the GST Group member; and (ii) the GST Group representative.

- 2.13 If a tenderer has requested any of the STRs required under clause 2.12 but the STR has not been issued by the Australian Taxation Office prior to the Closing Time, the tenderer is to provide as part of their tender the STR receipt issued by the Australian Taxation Office confirming that the STR was requested prior to the Closing Time.

**Option: Include these if the procurement is valued at over \$200,000 (GST inclusive).**

**Note to tenderers: In accordance with the Buy Australian Plan and to support transparency in Australian Government procurements, tenderers for contracts worth over \$200,000 (GST Inclusive) are required to disclose their country of tax residency. For further information, see the Department of the Treasury, Department of Finance and the Australian Tax Office:**

- <https://treasury.gov.au/policy-topics/taxation/country-tax-residency-disclosures>;
- <https://www.finance.gov.au/business/buyaustralianplan>; and
- <https://www.ato.gov.au/businesses-and-organisations/international-tax-for-business/working-out-your-residency>.

**This information will not be used to exclude a tenderer from participating in the RFT process. Queries relating to the collection and use of data identifying an entity's country of tax residency can be directed to the Department of the Treasury at: [MNETaxTransparency@treasury.gov.au](mailto:MNETaxTransparency@treasury.gov.au).**

- 2.14 Tenderers are to provide:

- a. the tenderer's country of tax residency; and

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- b. the tenderer's ultimate parent entity's country of tax residency.
- 2.15 In responding to clause 2.14, if the tenderer or the tenderer's ultimate parent entity has multiple tax residencies, each of the countries of which they are a tax resident shall be disclosed.
- 2.16 Tie-breaker rules (where an entity is considered a resident of one treaty country only for the purposes of that treaty) are not relevant in determining how to respond to clauses 2.14 and 2.15.

**Option: This clause must be used when a procurement has an estimated value above \$4 million (inc GST) and is not subject to a Defence exemption under paragraph 2.6 of the CPRs.**

**Note to tenderers: The Payment Times Procurement Connected Policy imposes obligations on Commonwealth Contractors with an annual income of over \$100 million to pay invoices under their subcontracts (up to \$1 million (inc GST)) within 20 days. Further information about the Payment Times Procurement Connected Policy is available from the Department of Treasury at:**

- <https://treasury.gov.au/small-business/payment-times-procurement-connected-policy>.

- 2.17 Tenderers are to identify whether or not they are a 'Reporting Entity' for the purposes of the Payment Times Procurement Connected Policy (PT PCP) by ticking the appropriate box.

☐ The tenderer **is** a Reporting Entity.

☐ The tenderer **is not** a Reporting Entity.

**Note: A Reporting Entity means a 'Reporting Entity' within the meaning of the Payment Times Reporting Act 2020 (Cth) (PTR Act).**

**Note to drafters: This clause 2.18 must only be used if the Commonwealth intends to use the PEPPOL framework for any resultant Contract, and the parties agree to use that framework. However, if the Commonwealth Pay On-Time Policy does not apply (refer to the link in the note to tenderers), the PEPPOL framework and this clause should be removed prior to RFT release.**

**Note to tenderers: The Commonwealth Pay On-Time Policy requires the Commonwealth to make payments within maximum payment terms, depending on the applicability of the Pan-European Public Procurement On-Line (PEPPOL) framework. Maximum payment terms will be:**

- 5 days, where the Commonwealth and the Contractor both have the capability to deliver and receive electronic invoices (e-invoices) through the PEPPOL framework and have agreed to use e-invoicing; or
- 20 days where the PEPPOL framework does not apply.

**Further information on the Pay On-Time Policy is available at:**

- <https://www.finance.gov.au/publications/resource-management-guides/supplier-pay-time-or-pay-interest-policy-rmq-417>

- 2.18 Tenderers are to include the boxes below in their tender, and identify whether or not the Tenderer has the capability to use electronic invoicing through the Pan-European Public Procurement On-Line (PEPPOL) framework.

☐ The tenderer **does** have the capability for the PEPPOL framework to apply.

☐ The tenderer **does not** have the capability for the PEPPOL framework to apply.

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## 3. SCHEDULE OF PROPOSED SUBCONTRACTORS (CORE)

*Draft COC reference: clause 11.9*

- 3.1 Tenderers are to provide details in the format of Table A-2 of all proposed Subcontractors that trigger any of the criteria listed in clause 11.9.3 of the draft COC, including details of any exception sought in accordance with clause 11.9.5 of the draft COC for a proposed Subcontractor.

**Note to drafters: Insert a number in the clause below that represents a reasonable portion of overall draft Contract scope and risk.**

- 3.2 Of the proposed Subcontractors identified in response to clause 11.9.3 of the draft COC, tenderers are to provide the details set out in clause 2.1a, 2.1b and 2.8 or 2.9 of this annex, for the [...INSERT EG, "three" to "ten"...] proposed Subcontracts with the highest work value (ie, excluding any off-the-shelf Supplies). If the proposed Subcontractor has not been identified at the time of tender closing, tenderers are complete the Schedule of Proposed Subcontractors with the extent of information known for the work to be Subcontracted.

- 3.3 If a proposed Subcontractor, under the Subcontract, meets the criteria listed at clause 11.9.3c or 11.9.4 of the draft COC, tenderers are to indicate in Table A-2 that an Approved Subcontractor Deed will be required from the Subcontractor in accordance with clause 11.9.13 of the draft COC.

**Note to drafters: This clause 3.4 must be used when a procurement is subject to the Shadow Economy Procurement Connected Policy.**

- 3.4 If a proposed direct Subcontractor will provide goods or services with an estimated value of over \$4 million (inc GST) under the Subcontract, the tenderer is to obtain and hold a satisfactory and valid STR from that direct Subcontractor. Tenderers are to identify any such proposed direct Subcontractors in column (i) of Table A-2.

Table A-2: Schedule of Proposed Subcontractors

Proposed Subcontractor and ABN / ACN (if applicable)	Work to be Subcontracted (including technical significance)	CWBS reference	Australian Industry Activities references (if applicable)	Equipment / Supplies	Location of work to be performed (incl. postcode)	Approved Subcontractor Deed required (Yes/No) (see clause 11.9 of draft COC)	Subcontract Value (\$A)	STR required (Yes/No)	Reporting Entity Subcontract or PT PCP Subcontract? (identify which)	Comments
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)
[ANZ Subcontractors]										
[Overseas Subcontractors]										



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**4. STATEMENT OF NON-COMPLIANCE (CORE)**

- 4.1 Subject to clause 4.3, if a tenderer does not fully comply with any clause of the annexes to the COT (excluding Annex B), the draft COC and attachments, the draft SOW and annexes, and the draft Data Item Descriptions, it is to state its non-compliances in a Statement of Non-Compliance in the format at Table A-3. Tenderers are to include details of:
- the extent, justification and impact of non-compliance;
  - details of any proposed drafting amendments; and
  - the location in the tender where further non-compliance details and comments (if any) can be found.
- 4.2 Tenderers are to address the ability of the proposed Materiel System solution to comply with and/or otherwise achieve the specified requirements in Annex B to the draft SOW in accordance with TDR F-1.1.
- 4.3 Responses within the format at Table A-3 are to be in the order in which the clauses appear and refer to the relevant clause number, annex, attachment, or DID.
- 4.4 A tenderer will be deemed to be fully compliant with any clause not listed in the Statement of Non-Compliance.

**Note to tenderers: Failure to indicate all non-compliances in Table A-3 may constitute false, misleading or deceptive conduct for the purposes of the Australian Consumer Law (Schedule 2 of the Competition and Consumer Act 2010 (Cth)) or Division 137 of the Criminal Code Act 1995 (Cth).**

**Table A-3: Statement of Non-Compliance Format**

	Clause No.	Non-Compliance	Comments	Location in Tender
	(a)	(b)	(c)	(d)
Annexes (excluding Annex B) to the COT				
Draft COC				
Attachments to draft COC				
Draft SOW				
Annexes to the draft SOW (excluding Annexes A and B)				
Draft Data Item Descriptions				

## ANNEX B TO ATTACHMENT A

## TENDERER'S DEED OF UNDERTAKING (CORE)

**Note to tenderers: Tenderers must provide a deed in the following format.**

This deed poll is made on the (INSERT DATE)

BY:

(INSERT NAME, ACN/ABN and ARBN if APPLICABLE) ('Tenderer')

**1. DECLARATIONS (CORE)**

- 1.1 This deed poll is for the benefit of the Commonwealth of Australia as represented by the Department of Defence ABN 68 706 814 312 ('Commonwealth').
- 1.2 This deed poll is provided in connection with the Request for Tender [INSERT RFT NUMBER] (RFT) issued by the Commonwealth and the tender ('Tender') submitted by the Tenderer in response to the RFT. Terms defined in the RFT have the same meaning when used in this deed poll.
- 1.3 For the avoidance of doubt, the RFT process includes any ODIA process conducted by the Commonwealth and a reference to a Tender in this deed poll includes a reference to a Tender, or part of a Tender, submitted to the Commonwealth pursuant to any ODIA process.
- 1.4 Each representation and warranty in this deed poll is given:
  - a. as at the date of this deed poll; and
  - b. on each date that the Tenderer resubmits any part of its tender under the RFT.
- 1.5 The Tenderer submits its Tender to provide the Supplies solicited by the RFT at the prices tendered and, subject to the Statement of Non-Compliance included as part of its Tender, in accordance with the draft Contract.

**2. ACKNOWLEDGEMENTS (CORE)**

- 2.1 The Tenderer acknowledges and agrees:
  - a. to the Commonwealth's rights as set out in the RFT and this deed poll, including the Commonwealth's rights to exclude the Tender;
  - b. that the Tender has been prepared in accordance with the RFT and is 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 has conducted and will conduct itself during the RFT process in a manner that is at least consistent with the requirements set out in the 'Promoting Confidence in Defence Procurement Processes' section of the Defence publication *Defence and the Private Sector – Working With Integrity* which is available at <https://www.defence.gov.au/business-industry/industry-governance/industry-regulations/defence-and-private-sector-working-integrity>;
  - e. that the Tenderer has relied entirely upon its own inquiries and inspection in preparing its Tender;
  - f. that the Tenderer has not relied on any representation, letter, document or arrangement, whether oral or in writing, or other conduct of the Commonwealth, as adding to or amending the RFT, except for any addendum issued by the Commonwealth that expressly add to or amend the RFT;
  - g. that the Tenderer does not have any judicial decisions against it (including overseas jurisdictions but excluding decisions under appeal or instances where the period for appeal or payment/settlement has not expired) relating to unpaid employee entitlements where the entitlements remain unpaid;
  - h. that Defence may provide any information collected or provided during the course of the RFT process (including regarding breaches of workplace relations law, work health and

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safety law or worker's compensation law) to other Commonwealth entities or regulatory bodies; and

- i. that Defence, as a Commonwealth entity, is subject to legislative and administrative accountability and transparency requirements of the Commonwealth, including disclosures to Ministers and other Government representatives, Parliament and its Committees and the publication of information in respect of the RFT process on the successful Tenderer and information on any resultant Contract in the AusTender website.

2.2 The Tenderer acknowledges and agrees that:

- a. the RFT and any communication or dealings of any kind in relation to the RFT (other than this deed poll) between the Commonwealth and the Tenderer, or between the Commonwealth and any other person with an interest in the RFT, do not constitute a contract between the Commonwealth and the Tenderer;
- b. to the extent permitted by law, no binding contract (including a process contract) or other understanding on any basis whatsoever will exist between the Commonwealth and the Tenderer unless and until a Contract is signed by the Commonwealth and the Tenderer; and
- c. to the extent permitted by law the Commonwealth has no liability to the Tenderer, or any other person, for any compensation on any basis whatsoever in connection with the Tenderer's participation in the RFT.

**3. ACCEPTANCE (CORE)**

3.1 The Tender submitted by the Tenderer in response to the RFT shall remain open for the Tender Validity Period specified in the Tender Details Schedule (as extended under clause 2.8 of the Conditions of Tender, if applicable).

3.2 The Tenderer acknowledges and agrees that the Tender is an unconditional offer and, to the extent reasonably possible, the Tenderer will obtain any necessary Authorisations to enable it to enter into any resultant Contract on an unconditional basis.

**4. UNDERTAKINGS, REPRESENTATIONS AND WARRANTIES (CORE)**

4.1 The Tenderer represents and warrants that there has not been and will not be any collusive tendering, anti-competitive conduct, or any other similar conduct (including the exchange of information with other tenderers) by it or its Related Bodies Corporate, or any officer, employee, agent or advisor of any of them, in relation to:

- a. the preparation or lodgement of tenders;
- b. the evaluation and clarification of tenders; and
- c. the conduct and content of negotiations, including final Contract negotiations, in respect of the RFT process.

4.2 The Tenderer represents and warrants:

- a. that the Tender has not been compiled:
  - (i) with the improper assistance of current or former Commonwealth Personnel or Defence Service Providers;
  - (ii) with the utilisation of information improperly obtained from the Commonwealth; or
  - (iii) in breach of an obligation of confidentiality to the Commonwealth;
- b. that it and any Related Bodies Corporate, and their officers, employees, agents and advisers have and will, during the RFT process, comply with any applicable laws or Commonwealth policies regarding the offering of unlawful inducements in connection with their Tender; and
- c. without limiting clause 4.2a that it and any Related Bodies Corporate have not and will not, without prior written approval from the Commonwealth, permit any current or former Commonwealth Personnel, or Defence Service Provider to contribute to, or participate

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in, any process or activity relating to the preparation of the Tender or the RFT process, if:

- (i) the person was involved at any time in the planning of the procurement to which this RFT relates, the preparation of this RFT, or the management of the RFT process; or
  - (ii) the person was at any time during the 12 months immediately preceding the date of issue of the RFT involved in a Defence procurement process or activity relevant or related to the RFT; and
- d. it is aware of the provisions of Schedule 2 to the *Competition and Consumer Act 2010* (Cth) and Division 137 of the *Criminal Code Act 1995* (Cth) and its tender does not contain any false, misleading or deceptive, claims or representations.

- 4.3 The Tenderer represents and warrants that the following is a complete list of any offences relating to bribery, misuse of public information, false accounting or corruption or attempted corruption of a public official or similar offences that would tend to undermine public trust of which the Tenderer or its Related Bodies Corporate have been convicted during the last 7 years, or of which the Tenderer or its Related Bodies Corporate are currently charged:

**[INSERT DETAILS OF ALL SUCH OFFENCES OR IF NONE EXIST INSERT THE WORDS 'NOT APPLICABLE']**

- 4.4 The Tenderer represents and warrants that if in relation to the RFT a conflict of interest exists, arises, or appears likely to arise, that the Tenderer has not previously disclosed, the Tenderer must notify the Commonwealth promptly in writing. The Tenderer agrees to take such steps as the Commonwealth may require to resolve or otherwise deal with a conflict notified under this clause or which otherwise comes to the attention of the Commonwealth during the RFT process. The following is a complete list of all current actual, potential or perceived conflicts of interest:

**[INSERT DETAILS OR IF NONE EXIST INSERT THE WORDS 'NOT APPLICABLE']**

- 4.5 The Tenderer acknowledges and agrees that the Commonwealth may exclude the Tender from further consideration if in the opinion of the Commonwealth:

- a. the Tenderer fails to take any steps required by the Commonwealth to resolve or deal with a conflict of interest;
- b. the Tenderer fails to comply in any other respect with this clause 4; or
- c. any representation or warranty of the Tenderer under this clause 4 is incorrect or misleading in any material respect.

- 4.6 The Tenderer represents and warrants that none of the Tenderer, its Related Bodies Corporate, or officers of either:

- a. have been found in the past three years to have committed a material breach; or
- b. are currently in material breach,

of any law, regulation or code that would be relevant to any resultant Contract, including those in relation to employment or workplace relations (including regulations relating to ethical employment practices), WHS or the environment, other than the following:

**[INSERT DETAILS OF PREVIOUS OR CURRENT BREACHES, OR IF NONE EXIST INSERT THE WORDS 'NOT APPLICABLE']**

and the following actions have been taken to remedy any such material breach:

**[INSERT DETAILS OF ACTIONS TAKEN (INCLUDING POLICIES IN PLACE) TO RESPOND TO EACH SUCH BREACH, OR IF NO BREACHES ARE LISTED ABOVE INSERT 'NOT APPLICABLE']**.

- 4.7 The Tenderer represents and warrants that, in accordance with clause 1.8.3 of the Conditions of Tender, it has obtained and holds as at the Closing Time all of the satisfactory and valid STRs required under Table A-1 (or an STR receipt confirming that the STRs required under Table A-1 were requested prior to the Closing Time) of any entity that the Tenderer proposes to engage as a direct Subcontractor, where the total value of the work under the Subcontract is expected to exceed \$4 million (inc GST).

## ANNEX B TO ATTACHMENT A

**Note to drafters: Include clause 4.8 if the PT PCP clauses are included in clause 11.9 of the COC.**

**Note to tenderers: Tenderers are to include the following clause if the tenderer is a Reporting Entity and clauses 11.9.15 – 11.9.19 have been included in the COC.**

- 4.8 The Tenderer undertakes that if, in anticipation of entering into a resultant Contract with the Commonwealth, it enters into a Reporting Entity Subcontract, the tenderer shall include in that subcontract:
- a. an obligation to comply with the Payment Times Procurement Connected Policy (PT PCP); and
  - b. using its reasonable endeavours, a requirement that if the Reporting Entity Subcontractor in turn enters into a Reporting Entity Subcontract, then that subcontract shall include:
    - (i) obligations equivalent to those in clause 4.8a; and
    - (ii) obligations equivalent to this clause 4.8b (such that the obligations in this clause 4.8b are to continue to be flowed down the supply chain to all Reporting Entity Subcontractors).

## 5. SURVIVAL (CORE)

- 5.1 This deed poll survives the termination or expiry of the RFT.

## 6. APPLICABLE LAW (CORE)

**Note to drafters: Prior to release of the RFT drafters are to insert the same jurisdiction as selected under clause 12.1 of the draft COC and the Details Schedule.**

- 6.1 The Tenderer agrees that the laws of [INSERT JURISDICTION] apply to this deed and the Tenderer submits to the non-exclusive jurisdiction of the courts of that State or Territory and of any court that may hear appeals from any of those courts, for any proceedings in connection with the RFT.

## 7. TERMINATION AND AMENDMENT (CORE)

- 7.1 This deed poll shall not be unilaterally terminated or amended unless such termination or amendment is reduced to writing and agreed in writing by the Commonwealth.

## 8. CONTACT DETAILS (CORE)

- 8.1 The Tenderer's contact details for the purpose of the RFT and this deed poll are set out below.

NAME (Block Letters):

TELEPHONE NUMBER:

EMAIL ADDRESS:

**Note for Deed Signature: Guidance on executing agreements, including some statutory requirements to ensure the execution is effective, are detailed in the 'Executing Agreements Fact Sheet', found on the Commercial Division intranet page at:**

- <http://ibss/PublishedWebsite/LatestFinal/%7B836F0CF2-84F0-43C2-8A34-6D34BD246B0D%7D/Item/EBDAF9B0-2B07-45D4-BC51-67963BAA2394>

**This guidance is developed for Commonwealth Personnel and should be used to assess the Tenderer's execution of the Deed. The Tenderer should seek its own independent legal advice on its execution of the Deed.**

### Executed as a Deed Poll

(INSERT APPROPRIATE TENDERER'S EXECUTION CLAUSE)

## ANNEX C TO ATTACHMENT A

## COMMERCIAL (CORE)

## 1. IMPORTATION OF SUPPLIES AND EXPORT APPROVALS (CORE)

*Draft COC reference: clauses 3.4 and 3.5*

**Note to tenderers:** Tenderers are solely responsible for informing themselves of the export control status of the tendered Supplies and for ensuring their compliance with Australian and Foreign Government controls related to the export of defence and dual-use goods, including if the export is from an Australian contractor to an overseas Subcontractor or Related Body Corporate for the purposes of providing the Supplies to the Commonwealth.

Advice on the control status of goods and services can be requested by emailing Defence Export Controls email at [ExportControls@defence.gov.au](mailto:ExportControls@defence.gov.au). Further information may be found at:

- <https://www.defence.gov.au/business-industry/export/controls>.

## 1.1 Tenderers proposing to import items of Supplies are to provide:

- an indication of what is being imported;
- evidence from the Government of the country of origin that the tenderer is to be granted an Export Approval for those items if the tenderer is awarded any resultant Contract;
- 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, including TD and Software;
- details of other approvals required in addition to, or as part of, the grant of Export Approvals (eg, technical assistance agreements) and the impact to schedule of gaining such approvals; and
- details of any rejected application for, or refusal to grant, an Export Approval for goods similar to the Supplies, which may have a bearing on an application to export Supplies.

## 2. LIABILITY (CORE)

*Draft COC reference: clauses 9 and 10.10*

**Note to drafters:** Refer to clause 10.10.1 of the draft COC for notes on liability risk assessments.

**Note to tenderers:** Liability caps and insurance requirements in clauses 10.10 and 9 of the draft COC are based on a Commonwealth liability risk assessment conducted in accordance with the Defence Liability Principles and Liability Risk Assessment template, which can be accessed at:

- <https://www.defence.gov.au/business-industry/procurement/policies-guidelines-templates/procurement-guidance/liability-risk-management>.

## 2.1 If a tenderer proposes to limit its liability on an alternative basis to that set out in clause 10.10 of the draft COC (eg, by proposing a limitation or exclusion additional to those set out in clauses 10.10.1, 10.10.3 (if applicable) and 10.10.4), the tenderer is to provide the following details:

- the terms of the tenderer's proposed limitation of liability (if different to those set out in clause 10.10 of the draft COC), including their proposed monetary caps for each category of loss/liability set out in clause 10.10.1 and 10.10.3 (if applicable) of the draft COC;
- an explanation of why the tenderer requires a limitation of its liability regime different to that proposed in clause 10.10 of the draft COC; and
- the impact (if any) of these changes on the insurance requirements of the draft COC.

## 3. INSURANCE (CORE)

*Draft COC reference: clause 9*

**Note to tenderers:** Refer to clause 9.1 of the draft Contract for information on the Approved Contractor Insurance Program (ACIP) and the current ACIP status of participating companies.

## ANNEX C TO ATTACHMENT A

***For insurance policies other than ACIP approved insurance policies, the Commonwealth will seek comprehensive details from the preferred tenderer(s) during negotiations for any resultant Contract.. The Commonwealth reserves the right to request additional insurance policies based on any circumstances assessed as being relevant to the Commonwealth's risk assessments.***

All tenderers are to indicate in their Statement of Non-Compliance the extent to which they do not comply with the insurances required by the draft COC (provided that tenderers with ACIP status are deemed compliant in relation to the insurances that are within their ACIP approval).

- 3.1 All tenderers are to identify in their tendered prices detailed in the 'Specific Prices' worksheet of the Acquisition Pricing Workbook (ACQPW), submitted under TDR D, details of all costs associated with the insurance policies covered in the tenderer's insurance response.

#### 4. DEFECT RECTIFICATION (CORE)

*Draft COC reference: clause 8.3*

- 4.1 Tenderers are to provide details of any warranties, for significant items of Supplies, available from relevant manufacturers or suppliers that will extend beyond the relevant Defect Rectification Period.

#### 5. TECHNICAL DATA AND SOFTWARE RIGHTS (CORE)

*Draft COC: clause 5*

***Note to drafters: Refer to clause 5 of the draft COC regarding analysis and tailoring requirements.***

***Note to tenderers: Tenderers are to submit a draft TDSR Schedule, and ensure that any restrictions set out in their draft TDSR Schedule do not materially limit the achievement of the Commonwealth's Life-of-Type objectives for the Mission System, affect the Commonwealth's rights at clause 5.2 of the draft COC (otherwise than as provided for below), or the tenderer's compliance with the warranties contained in clause 5 of the draft COC.***

***Tenderers should familiarise themselves with the ASDEFCON Technical Data and Intellectual Property Commercial Handbook, which can be accessed at:***

- <https://www.defence.gov.au/business-industry/procurement/policies-guidelines-templates/procurement-guidance/intellectual-property-framework>.

- 5.1 Tenderers are to provide a draft TDSR Schedule in the form of Attachment G to the draft COC including by specifying the following:

***Note to tenderers: Highly Sensitive TD and Highly Sensitive Software listed in Annex A should only include TD or Software the disclosure of which would have a major adverse effect on the commercial interests of the Contractor or Approved Subcontractor. This TD or Software must be clearly identified at its lowest constituent / configuration item and linked to the SSTDL or Software List, as appropriate. Highly Sensitive TD and Highly Sensitive Software would generally already exist at the Effective Date and not include TD or Software specifically created under the Contract for the Commonwealth.***

- a. Annex A - all restrictions proposed that would limit the:
- (i) TD and Software rights to be granted under clause 5.2.3b(ix) of the draft COC; and
  - (ii) delivery of TD and Software to the Commonwealth or other persons under clause 5.12 of the draft COC;

***Note to tenderers: The Commonwealth may require that a Commercial Item be listed as a Key Commercial Item in Annex B to the TDSR Schedule, notwithstanding that it is not owned by the Contractor, Approved Subcontractor or a Related Body Corporate of the Contractor. This may be required if the Commonwealth considers that the relevant Commercial Item is of high value or particular significance to the Capability System's Life-of-Type requirements.***

- b. Annex B - any Key Commercial Items proposed to be provided as part of the Supplies and the proposed licence terms in respect of the related Commercial TD and Commercial Software in accordance with clause 5.3.3 of the draft COC;

## ANNEX C TO ATTACHMENT A

**Note to tenderers: The Commonwealth may require ownership of certain TD and Software for reasons relating to national security and/or strategic interests associated with the program or Capability System's whole of life requirements (Commonwealth TD or Commonwealth Software).**

**If any Commonwealth TD or Commonwealth Software contains IP created outside the Contract and Subcontracts (eg, in existence prior to Effective Date), the Contractor is to grant a licence to the Commonwealth under clause 5.2 of the draft COC (subject to any proposed restrictions listed in Annex A to Attachment G). Tenderers should not propose restrictions that prevent the use of Commonwealth TD or Commonwealth Software as provided by clause 5.15.1b of the draft COC.**

- c. Annex C - in relation to any items or equipment specified in Annex C for which the Commonwealth has identified that it is to own the IP created under the Contract or a Subcontract (Commonwealth TD or Commonwealth Software), the tenderer is to include, to the extent known, details of the TD or Software of those items or equipment at the system, subsystem or component level;

**Note to tenderers: The Commonwealth will only agree to entities being Excluded Parties in exceptional circumstances, to prevent certain competitors from being Commonwealth Service Providers for the sole purpose of the licences granted under clauses 5.2.3a and 5.6.1b(i) of the draft COC. However, the Commonwealth will be permitted to grant Sublicences to Excluded Parties in other circumstances permitted under clause 5 of the draft COC.**

- d. Annex D - those parties who are proposed by the tenderer to be excluded from being a Commonwealth Service Provider for the sole purpose of the licences granted under clauses 5.2.3a and 5.6.1b(i) of the COC. The tenderer is to include the period of the restriction, which cannot be perpetual; and
  - e. Annex E - details of any restrictions that limit the licences granted to the Commonwealth under the Contract in relation to Patents, Registrable Designs or Circuit Layouts, in accordance with clause 5.17 of the draft COC.
- 5.2 Tenderers are to provide detailed justification for all proposed restrictions or other terms included in the draft TDSR Schedule (to the extent it knows what the restrictions are or are likely to be), including a detailed explanation of how any such restrictions will not detrimentally impact the Capability System's Life-of-Type requirements.
- 5.3 Tenderers are to identify in their tender any Commercial TD and Commercial Software of which the licence to be granted to the Commonwealth for the purposes of clause 5.3.4 of the draft COC, will or is likely to require the Commonwealth to pay a Royalty or other fee (not otherwise included in the Contract Price).

## 6. ECONOMIC BENEFITS TO THE AUSTRALIAN ECONOMY (CORE)

**Note to tenderers: For an explanation of economic benefits, refer to the Department of Finance:**

- [https://www.finance.gov.au/sites/default/files/2024-07/consideration-of-broader-economic-benefits-in-procurement\\_july-2024.pdf](https://www.finance.gov.au/sites/default/files/2024-07/consideration-of-broader-economic-benefits-in-procurement_july-2024.pdf).

- 6.1 Tenderers are to provide details of the direct economic benefits that any resultant Contract would achieve for the Australian economy.



## ANNEX D TO ATTACHMENT A

## FINANCIAL (CORE)

## 1. TENDERED PRICING INFORMATION - GENERAL REQUIREMENTS (CORE)

*Draft COC reference: clause 7 and Attachment B*

**Note to tenderers:** The 'Acquisition Pricing Workbook' (ACQPW), as part of this TDR D, collects financial information for tenders, calculates Australian Contract Expenditure (ACE), and is in a format suitable for Annexes to Attachment B to of any resultant Contract. For guidance, refer to the [Acquisition Pricing Workbook Guide](#) and the [ACE Guide for ASDEFCON](#).

**Note to drafters:**

**Update the ACQPW to support this annex. Amend the list of worksheets below for the draft Contract; for example, if Cost Reimbursement Supplies will be included or not. Update the Specific Price descriptions in the 'Specific Prices' worksheet as required.**

1.1 Tenderers are to complete and submit tender pricing information within the Microsoft Excel® Workbook titled 'Acquisition Pricing Workbook' (ACQPW), including the following worksheets:

- a. Price Schedule;
- b. Milestone Payment Schedule (for identified Milestones and any proposed Milestones);
- c. Adjustments (including the preferred index series in each applicable currency, and component values (weightings) for each index in each applicable period);

**Note to tenderers:** NTE Prices and Specific Prices that are not included in the initial Contract Price are considered during tender evaluations and, subject to negotiations, will be included in Annex D to Attachment B to the draft COC. Note that per-unit prices for major items of Spares, S&TE, Training Equipment and Packaging are requested under TDR F-7.

- d. Specific Prices (including Not-To-Exceed Prices);
- e. Further Quantities (including prices for any optional extras);
- f. Schedules of Rates (including the Schedule of Margins, Labour Rates, Material, and Other Direct Cost worksheets);
- g. Cost Reimbursement;
- h. ACE Summary; and
- i. if additional currencies are required, the Constants worksheet.

1.2 Prices for tendered Supplies are to be stated in Australian dollars except for any portion of the Supplies to be imported from overseas, which is to be stated in foreign currency. All prices tendered will be in Base Date dollars (noting that payments under any resultant Contract will be subject to adjustment in accordance with clause 7.3 of the COC).

1.3 Tendered prices are to be inclusive of all costs (and fees, including profit) of complying with the draft Contract 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. Tenderers are not to include contingency for exchange rate fluctuations in their tendered price.

1.4 Tenderers are required to submit tender prices inclusive of all overseas taxes and charges and all Australian (Federal, State and Local Government) taxes, including GST, duties and charges that are applicable at the Base Date. For each item of the Supplies on which GST will be payable, the tenderer is to indicate the amount of GST to be applied.

## ANNEX D TO ATTACHMENT A

**Note to tenderers:** The Defence Cost Principles can be found here:

- <https://www.defence.gov.au/business-industry/procurement/policies-guidelines-templates/procurement-guidance/cost-principles>

The Australian Contract Expenditure (ACE) Measurement Rules can be found here:

- <https://www.defence.gov.au/business-industry/procurement/policies-guidelines-templates/procurement-guidance>

**Note to Drafters:** In accordance with Chapter 2 of the Defence Cost Principles V3.0, there are some cases where exceptions to the Defence Cost Principles may apply.

For guidance in relation to application of the Defence Cost Principles, refer to Commercial and Financial Analysis Directorate at:

- <http://ibss/PublishedWebsite/LatestFinal/836F0CF2-84F0-43C2-8A34-6D34BD246B0D/Item/4DF33272-EE23-45FF-B074-FBD845E9FDC7>

or by email at:

- [casq.cfa@dpe.protected.mil.au](mailto:casq.cfa@dpe.protected.mil.au)

Where the Defence Cost Principles are not applicable, drafters should ensure that the pricing response requirements of the RFT ensure sufficient transparency of pricing in order to evaluate and establish value for money.

1.5 Tenderers are to apply:

**Option: Include this clause if the Defence Cost Principals are being used to develop the tendered pricing for this procurement and any exception under Chapter 2 of the Defence Cost Principles does not apply.**

- the Defence Cost Principles when preparing tendered prices; and
- the Australian Contract Expenditure (ACE) Measurement Rules when defining the ACE and Imported Contract Expenditure (ICE) within tendered prices.

## 2. TENDERED PRICING INFORMATION - SPECIFIC REQUIREMENTS (CORE)

*Draft COC reference: clause 7, and Attachments B and C*

2.1 Tenderers are to provide a justification for the tendered management reserve (MR) figures used in the ACQPW, explaining how these figures have been derived from the tendered Risk Assessment (from TDR E-6) and allocated to the tendered prices.

**Note to drafters:** Insert in clause 2.2 the number of high-value proposed Approved Subcontracts for which detailed pricing is required, in order to obtain visibility of ACE. Only a small number of high-value Subcontracts are needed to capture a meaningful portion of the Contract value.

**Note to tenderers:** Limiting the detailed pricing to a number of proposed Approved Subcontracts does not limit any other tender data requirement; however, it assists the Commonwealth to assess ACE and work-related risks. Additional detail, including for other proposed Approved Subcontracts, may be sought during contract negotiations for any resultant Contract.

2.2 When identifying 'Approved Subcontractor prices' within the pricing structure of the ACQPW 'Price Schedule' worksheet, as required by clause 2.1, tenderers are to:

- identify the [...INSERT NUMBER EG. 'three' or 'five'...] proposed Approved Subcontracts with the highest expected Subcontract values, or all proposed Approved Subcontracts if there are less than [...INSERT NUMBER...];
- for the proposed Approved Subcontracts identified in accordance with clause 2.9a., include a breakdown of Subcontract prices (ie, direct costs to the Contractor under any resultant Contract) into labour, materials, other direct costs, and non-Approved Subcontract prices, as applicable; and

**ANNEX D TO ATTACHMENT A**

- c. for any other proposed Approved Subcontracts (ie, not identified under clause 2.9a.), include pricing within the non-Approved Subcontract Price column.

**Note to tenderers: A Mobilisation Payment may be considered if the tenderer demonstrates that it represents value for money to the Commonwealth (eg, to establish an in-country capability). The Commonwealth will only consider a Mobilisation Payment amount that is not greater than [...INSERT PERCENTAGE...] of the Contract Price. If a Mobilisation Payment is considered appropriate, a Bank Guarantee in accordance with clause 7.4 of the draft COC will be required.**

- 2.3 If a tenderer seeks a Mobilisation Payment for any resultant Contract, they are to state the amount, purpose(s), and date of any proposed Mobilisation Payment.

**Note to tenderers: Subject to negotiations, the successful tenderer's response to clause 2.4 will be incorporated into Attachment C (Delivery Schedule) to the draft COC.**

- 2.4 Tenderers are to provide a proposed update to Attachment C to the draft COC (Delivery Schedule), which:
- is consistent with the Statement of Non-Compliance at TDR A-4;
  - identifies any additional Milestones proposed by the tenderer;
  - provides the information for each Milestone required by Attachment C, including the proposed entry and exit criteria; and
  - is consistent with the Milestones listed in the 'Milestone Pricing Schedule' worksheet of the ACQPW, and any Milestones set out in Attachment D to the draft COC.

**3. ADJUSTMENTS (CORE)**

*Draft COC reference: clause 7.3, Attachment B clause 4*

**Note to drafters: Confirm with Commercial and Financial Analysis (CFA) that suitable and current foreign exchange rates are included in the ACQPW 'Constants' worksheet.**

**Note to tenderers: If payment for any resultant Contract includes significant amounts in foreign currencies, Defence policy is to pay those amounts in the source currency (to avoid contingency and currency hedging – see the 'Australian Government foreign exchange risk management – guidelines for entities – Resource Management Guide (RMG) 120'):**

- <https://www.finance.gov.au/government/managing-commonwealth-resources/managing-risk-internal-accountability/foreign-exchange-risk-management>

**If foreign currency amounts are not significant (generally less than \$A1 million), any resultant Contract may be paid in Australian dollars with adjustments allowed for exchange rates.**

**Foreign exchange rates not listed in the ACQPW may be added to the 'Constants' worksheet.**

- 3.1 Tenderers are to provide the following information, which will be necessary in the event that any resultant Contract is written in Australian dollars and a portion of the Contract Price is subject to adjustment for exchange rate fluctuations:
- percentage of the tendered price (inclusive of all duties and charges) that is proposed to be subject to adjustment for exchange rate fluctuations (per currency, if applicable);
  - exchange rate for which the tendered price is based: \$AUD 1 = (foreign currency); and
  - name and address of the bank or financial institution whose rates were used in tender preparation or are proposed to apply to any resultant Contract, including reasoning, if different or additional to those included in the 'Constants' worksheet of the ACQPW.

## ANNEX D TO ATTACHMENT A

## 4. AUSTRALIAN CONTRACT EXPENDITURE (CORE)

*Draft COC reference: Attachment B, Attachment F clause 4*

**Note to drafters:** For high-value contracts expected to be longer than 10 years, or if the tender process will not include an ODIA, drafters may request Prescribed ACE Percentages for some ACE Measurement Points. Refer to the AIC Guide for ASDEFCON for additional clauses.

**Note to tenderers:** Attachment B for any resultant Contract will record the planned ACE and ICE, and calculated ACE percentage, for each ACE Measurement Point. Prescribed ACE Percentages in Attachment F will be derived from but may be different to ACE percentages in Attachment B.

**For the purposes of clause 4.1, only the Contract Price at ED is to be considered (which does not include Not-To-Exceed prices still to be added during any resultant Contract).**

- 4.1 Tenderers are to determine the planned ACE and planned ICE and calculated ACE percentage for any resultant Contract, in accordance with clause 7.14 of the COC, and provide justification for any difference between the calculated ACE percentage and the proposed Prescribed ACE Percentage(s) provided in response to TDR G-3.

**Note to tenderers:** Table B-2 of Attachment B may contain Subcontract categories, thresholds and deemed ACE and ICE percentages that are alternate or additional to those in the ACE Measurement Rules. Tenderers may propose new deeming rates in the form of Table D-1, but these will be subject to confirmation by Defence's Commercial and Financial Analysis (CFA) Directorate before use in any resultant Contract. If CFA has previously agreed to alternate / additional Subcontract deeming rates, and the same Subcontractor(s) are to be used for a like purpose, these confirmed rates may be used in the tendered pricing and the tenderer is to provide evidence that these have already been confirmed by CFA.

- 4.2 Tenderers may propose alternate and/or additional Subcontract categories, thresholds, and deemed ACE and ICE percentages to those listed in paragraph 3 of the ACE Measurement Rules and, if applicable, clause 7.2.1 of draft Attachment B, by providing a response in the format of Table D-1. Subject to confirmation by Commercial and Financial Analysis (CFA), alternate and/or additional Subcontract categories, thresholds, and deemed ACE and ICE percentages will be considered by the Commonwealth for inclusion in any resultant Contract.

**Table D-1: Approved Alternate and Additional Deeming Rates**

Nature of cost category / Subcontractor work	Applicable Threshold (GST exclusive)	Deemed ACE and ICE	
		ACE	ICE
(...INSERT description...)	(...INSERT threshold value...)	(...INSERT %...)	(...INSERT %...)
(...INSERT description...)	(...INSERT threshold value...)	(...INSERT %...)	(...INSERT %...)

**Note to tenderers:** Paragraph 4 of the ACE Measurement Rules allows for different percentages for deeming indirect costs. Any alternate deeming rates for indirect costs within tendered prices need to have been previously confirmed by CFA and included below. Proposals for new deeming rates will only be considered during contract negotiations with the preferred tenderer(s).

- 4.3 If alternate deeming rates for indirect costs (including overhead and general and administrative costs) have been confirmed by CFA, and the tenderer has used these in calculating ACE and ICE for the tenderer and/or proposed Approved Subcontractors within the tendered prices, the rates and date of confirmation are to be identified in accordance with the format in Table D-2.

**Table D-2: Deeming Rates for Indirect Costs**

Entity Name	Deemed ACE percentage	Deemed ICE percentage	Date confirmed by CFA
(... INSERT CONTRACTOR NAME ...)	(...INSERT %...)	(...INSERT %...)	(...DATE...)
(... INSERT SUBCONTRACTOR NAME ...)	(...INSERT %...)	(...INSERT %...)	(...DATE...)

## ANNEX D TO ATTACHMENT A

## 5. FURTHER QUANTITIES AND OPTIONAL EXTRAS (OPTIONAL)

*Draft COC reference: clause 1.8 and Attachment B clause 8*

**Note to drafters: The Commonwealth may request prices for further quantities of specific items (eg, Mission Systems) using the 'Further Quantities' worksheet of the ACQPW.**

**Note to tenderers: Subject to negotiations, offers of further quantities and optional extras will be included in Annex F to Attachment B to the draft Contract.**

- 5.1 Tenderers are to indicate if they are prepared to supply further quantities of the Supplies and optional extras, including those detailed in the 'Further Quantities' worksheet of the ACQPW (if any). If so, tenderers are to provide details for the further quantities and optional extras in the 'Further Quantities' worksheet of the ACQPW, including the time period for the Commonwealth to exercise the option, and any other aspect of the option that differs from the initial tender. This information is not to be included in the Price Schedule of the ACQPW.

## 6. COST REIMBURSEMENT (OPTIONAL)

**Note to Drafters: Cost Reimbursement Payments allow for some payments to be made on a reimbursement basis (potentially with Incentive Payments) and may be considered for activities that are difficult to scope (eg, incremental design and development). If this payment method is to be considered, refer to the ASDEFCON (Strategic Materiel) template (Attachment B, Annex D to Attachment A to the COT, and related clauses of the draft COC) for applicable clauses.**

## 7. INCENTIVE PAYMENTS (OPTIONAL)

*Draft COC reference: clause 7.10, Attachment B clause 10*

**Note to drafters: If the Commonwealth will offer incentives payments, a maximum percentage of the Contract Price should be included below. If related to 'Cost Reimbursement Payments', refer to ASDEFCON (Strategic Materiel) and amend the following note to tenderers accordingly.**

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

- 7.1 Tenderers are to provide the following details in relation to the Incentive Payment provisions:
- acceptability or otherwise of any assessment periods, KPIs and weightings proposed by the Commonwealth in clause 10 of Attachment B to the draft COC (if any); and
  - the tenderer's proposed assessment periods, KPIs and weightings, if applicable.

## ANNEX E TO ATTACHMENT A

## PROJECT STRATEGIES AND EXPERIENCE (CORE)

## 1. PROJECT STRATEGY (CORE)

**Note to drafters: Strategies describe the tenderer's approach to delivering the draft Contract. Strategies are requested instead of draft plans. Plans can require certain content and a level of detail not necessary for evaluation purposes.**

**Note to tenderers: Tenderers are to include a concise description of how the tenderer proposes to undertake the scope of work under any resultant Contract. Strategies should be specific to the draft Contract and not contain generic background or marketing material.**

**Strategies will inform plans and other data items to be drafted pre-contract or under any resultant Contract. Tenderers are not required to submit draft management plans.**

**Strategies should reflect the application of a tenderer's standard procedures. If those procedures are essential to understanding a strategy, they should be referenced in the strategy and provided with the tender, in a data pack. Note that the Commonwealth will only evaluate the strategies, not any additional content that may be included in standard procedures.**

**Note to drafters: The sum of the recommended pages for all strategies is to be calculated once notes to tenderers for individual strategies have been tailored. A higher maximum (eg, add another 10 pages) allows for some flexibility. If changing a strategy (or if a strategy is removed), update the total number of pages in the following note to tenderers.**

**The total number of pages for all of the tendered Strategies should not exceed [... DRAFTER TO INSERT, EG, 70 - 110 ...] pages (A4 size or equivalent). The recommended number of pages per strategy excludes 'summary graphics', organisational and relationship diagrams, and any information that is explicitly excluded. When requested, 'summary graphics' may be presented on a single A3 or A2 sized page prepared in the tenderer's format, but should be printable by the Commonwealth without specialised software (eg, a searchable and printable PDF is suitable).**

## Overall Project Strategy

**Note to drafters: The Overall Project Strategy will inform the Project Management Plan and related plans of any resultant Contract. DO NOT request draft plans related to this requirement.**

**Note to tenderers: The 'overall project strategy' should provide context for all members of the Commonwealth evaluation team, without the need for deep specialist knowledge of particular disciplines. The recommended number of pages for this strategy is [... DRAFTER TO INSERT, EG, 20 - 30 ...] pages (not including any copies of certificates and accreditations supporting clause 1.1k).**

- 1.1 Tenderers are to describe the overall project strategy to deliver the Supplies and to meet the other requirements of any resultant Contract. The overall project strategy shall:
  - a. Contain a summary graphic, showing how the tenderer plans to conduct the program of work defined in the draft SOW, including:
    - (i) major work streams (eg, closely coupled sets of activities to produce the required solution(s)) and draft Contract phases; and
    - (ii) key activities and Milestones, including Mandated System Reviews (MSRs);
  - b. include a summary of each key activity and Milestone in the summary graphic, including:
    - (i) a brief description of the scope of work;
    - (ii) entry and exit criteria and dependencies on the Commonwealth and Associated Parties, where these add to or vary from Attachment C of the draft Contract; and
    - (iii) any significant assumptions, limitations and constraints;

## ANNEX E TO ATTACHMENT A

**Option: If complex design and development is expected, include the following clause for cross-discipline co-ordination.**

- c. describe the strategy for integrating the effort and outputs of the various functional disciplines, such as engineering, Integrated Logistic Support (ILS), Configuration Management (CM), Verification and Validation (V&V), and Australian Industry Capability (AIC);
- d. contain a rationale, describing how the overall project strategy addresses key areas of risk identified in response to TDR E-6 (Risk Assessment and Risk Register (Core) and Risk Register);
- e. describe the tenderer's proposed organisational structure for any resultant Contract;
- f. identify work locations and the strategy for integrating work outcomes from the different locations, including from proposed Subcontractors;
- g. describe the proposed Subcontracting strategy, appropriately cross-referencing and limited to the Subcontractors listed in response to TDR A-3 (Schedule of Proposed Subcontractors), including:
  - (i) identifying all relevant proposed Subcontracts, the purpose of each, and the proposed Subcontractor (if known/selected);
  - (ii) identifying which Subcontractors would be classified as Approved Subcontractors on the basis of scope of work, including the rationale;
  - (iii) describing how the work and outcomes for each proposed Approved Subcontract will be integrated into the tenderer's proposed program of work (including in relation to information sharing and processes) – provide information specific to the draft Contract, rather than generic processes for managing Subcontracts; and
  - (iv) describing how Cyber Supply Chain security has been addressed through the proposed Subcontracting strategy;
- h. describe how Transition activities would be coordinated with, as applicable:
  - (i) site-installation activities on Commonwealth Premises;
  - (ii) the Acceptance V&V program;
  - (iii) contracts for in-service support; and
  - (iv) the phasing out systems that are superseded by the new Materiel System;
- i. describe the strategy for acquiring and maintaining the key resources (other than Key Persons) needed to perform any resultant Contract, including:
  - (i) assumptions and constraints due to other programmed work and future projects;
  - (ii) the availability of skilled and qualified personnel, cross-referencing the response to TDR E-5 (Key Staff Positions) as applicable;
  - (iii) for significant physical resources, including any additional Technical Data, Facilities and ICT infrastructure that have not been included in the list of GFM or GFF offered by the Commonwealth as part of this request for tenders; and
  - (iv) any other significant resource requirements (eg, Technical Data rights, Software development environment);

**Note to drafters: If Earned Value Management (EVM) is applicable, and the approach to EVM will influence tender selection, refer to the ASDEFCON (Strategic Materiel) for a tender requirement.**

- j. describe the overall strategy for cost and schedule control, and reporting (cross-referencing as required to the tenderer's responses to TDRs E-3 and E-4);
- k. include brief statements to the suitability of the tenderer's Quality Management System, Work Health and Safety Management System, and Environmental Management System, as applicable to the requirements of the draft Contract, which may be supported by certifications and accreditations (copies of which may be provided with the tender); and

**ANNEX E TO ATTACHMENT A**

- I. identify the tenderer's expectations of the Commonwealth Representative / project office in order to implement the overall project strategy, including to co-ordinate the inputs of Commonwealth stakeholders.

**Note to tenderers: The Key Staff Positions response for clause 1.2 is not included in the recommended number of pages for the overall project strategy above.**

- 1.2 Tenderers are to identify Key Staff Positions for any resultant Contract, consistent with the strategies tendered in response to this Annex (eg, Project, Systems Engineering and ILS Managers, Software Manager, safety and security experts, or skills for which there is a critical shortage). For each Key Staff Position:
  - a. identify a position title and the related duties, responsibilities and delegated authorities;
  - b. propose a Key Staff Position specification, defining the qualifications, training, essential and desirable experience, and any other personal attributes required to fill the position;
  - c. identify the number of staff in the tenderer's organisation, including proposed Approved Subcontractors, with the qualifications, skills and experience described in response to clause 1.2b, currently undertaking equivalent roles to the Key Staff Position; and
  - d. describe the tenderer's strategy to fill the Key Staff Position.

**Systems Engineering Strategy**

**Note to drafters: This Strategy will inform the Systems Engineering Management Plan and related plans of any resultant Contract. DO NOT request draft plans related to this requirement.**

**Note to tenderers: The recommended number of pages for this Strategy is [... DRAFTER TO INSERT, EG, 15 - 25 ...] pages.**

- 1.3 Tenderers are to describe the strategy for conducting the engineering activities for any resultant Contract, including:
  - a. in context with the proposed Materiel System Solution and maturity of the Mission System (described in response to TDR F-1) and an analysis of the configuration, role and environment (described in the [...INSERT 'DOR Part B' OR 'OCD'...]), a description of the engineering program including the extent of design and development required and the implications that has for the engineering program, such as the development cycle(s) to be adopted;
  - b. a summary graphic, showing how the tenderer plans to conduct the systems engineering and specialty engineering programs defined in the draft SOW, including:
    - (i) key events and activities related to the major work streams and draft Contract phases identified in the overall project strategy (see TDR E-1.1);
    - (ii) the integration of the specialty engineering strategies (see TDR E-1.4); and
    - (iii) engineering-related Mandated System Reviews and Internal System Reviews;
  - c. a summary of each key activity and Milestone in the summary graphic, including:
    - (i) a brief description of the scope of work;
    - (ii) entry and exit criteria and dependencies on the Commonwealth and Associated Parties where these add to or vary from Attachment C of the draft Contract; and
    - (iii) any significant assumptions, limitations and constraints;
  - d. the identification of the standards (eg, ANSI/EIA-632, ISO/IEC 15288, ISO/IEC 12207) to be used to undertake and structure the engineering program, and the factors to be addressed when tailoring these standards;



## ANNEX E TO ATTACHMENT A

**Option: Include this option if details of requirements analysis is needed to evaluate tenders.**

- e. a description of how requirements analysis for the Mission System will be performed, identifying an approximate order for activities (including rationale) and requirements for which modelling would be appropriate (including rationale);
- f. the strategy to address key areas of risk identified in response to TDR E-6 (Risk Assessment and Risk Register (Core));
- g. the strategy for engineering governance and technical control, referring to the Work Breakdown Structure (WBS), product breakdown structure, Subcontract boundaries, and technical specifications; and
- h. the integration of Subcontractor engineering activities.

**Note to drafters: Include this option (amend if necessary) for Software development and management capabilities. If included, TDR F-3, Software List (Optional), should also be included.**

**Option: Include this option for evaluating Software engineering, development and integration.**

- i. the strategy for conducting Software engineering activities, particularly in relation to:
  - (i) Software selection, including selection criteria, use of Commercial-Off-The-Shelf (COTS) / Military-Off-The-Shelf (MOTS) Software or open-source Software, and Software supply chain considerations;
  - (ii) Software assurance and Software Certification activities, including (as applicable) Software-related Security Authorisations;
  - (iii) developing Software assessed as safety critical and/or mission critical;
  - (iv) a measurement program to assess the progress of Software development; and
  - (v) assumptions in relation to Software Defects within new and modified code at the time of delivery, at the Software criticality levels as defined in DID-ENG-SW-SWLIST (eg, criticality 0, 1 & 2: zero defects, criticality 3: < 10 defects / million lines of code), referring to the TDR F-3 response as required, and comparing these assumptions to industry norms / standards for the type of Software.

## Specialty Engineering Strategy

**Note to drafters: This Strategy will inform a number of Specialty Engineering plans for any resultant Contract. DO NOT request draft plans related to this requirement.**

**Amend the following clause to only include specialty engineering activities significant enough to influence the tender outcome. If amended, update the recommended number of pages.**

**Note to tenderers: The recommended number of pages for this strategy is 15 pages of text (with the majority for the system security and system safety programs). A separate summary graphic is not required as this should be part of the systems engineering strategy.**

- 1.4 Tenderers are to describe their strategies for conducting, and achieving the objectives of, the specialty engineering programs under any resultant Contract, including in relation to:

**Option: Include when Obsolescence will be an important factor in tender evaluation.**

- a. the growth, evolution and Obsolescence program;

**Option: Include only if the 'System Security Program' has been included in the draft SOW and the strategy to obtain Security Authorisation will be an important factor in tenderer evaluation.**

- b. the system security program (including ICT security and cyber-security), how it will address security requirements for the Materiel System and [ ... achieve / support the Commonwealth's achievement of ...] applicable Security Authorisations; and
- c. the system safety program, the standards and approach to be used, including for:
  - (i) hazard analyses and the application of safe design principles to eliminate hazards and minimise risks;

**ANNEX E TO ATTACHMENT A**

- (ii) the validation and integration of any extant safety-related data;

**Note to drafters: Select the appropriate data item to match the SOW clause for System Safety.**

- (iii) preparation of the [...INSERT 'Safety Case Report' OR 'Materiel Safety Assessment'...] and supporting evidence; and

**Option: Include when design registration is, or may be, required.**

- (iv) the approach to attaining any applicable design registrations and certifications.

**Verification and Validation Strategy**

**Note to drafters: This Strategy will inform the V&V Plan and related plans, to be developed for any resultant Contract. DO NOT request draft plans related to this requirement.**

**Insert an appropriate number of pages into the note to tenderers. In smaller contracts, a summary graphic may not be required, and clauses 1.5a and 1.5b may be deleted.**

**Note to tenderers: The recommended number of pages for this strategy is [... DRAFTER TO INSERT NUMBER, EG, 5 - 15 ...] pages.**

- 1.5 Tenderers are to describe the strategy for conducting the Verification and Validation (V&V) activities for any resultant Contract, including:
- a. a summary graphic, showing how the tenderer plans to conduct the V&V program defined in the draft SOW, including significant V&V phases, activities, and Milestones;
  - b. a summary of each key activity and Milestone in the summary graphic, including:
    - (i) a brief description of the scope of work the expectations for each major V&V activity;
    - (ii) entry and exit criteria and dependencies on the Commonwealth and Associated Parties, where these add to or vary from Attachment C of the draft Contract; and
    - (iii) any significant assumptions, limitations and constraints;
  - c. the rationale for the proposed V&V strategy (eg, to prioritise the early integration of high complexity elements);
  - d. how the strategy addresses the key areas of risk for the Materiel System, as identified in response to TDR E-6 (Risk Assessment and Risk Register (Core));
  - e. the extent to which the tenderer intends to use suppliers' Certificates of Conformity and previous V&V results as evidence to satisfy requirements; and

**Option: Include the following note and clause if applicable, and insert details as required.**

**Note to tenderers: The following subclause relate to product certification and providing visibility of how requirements for certification will be integrated with V&V program activities.**

- f. in relation to product certification, the strategy to achieve [...INSERT system certification / type certification...] for the Mission System and for any relevant Support System Components, from the applicable regulatory / assurance authorities, including in relation to the applicable Security Authorisations.

**Integrated Logistic Support Strategy**

**Note to drafters: This Strategy will inform the Integrated Support Plan and related plans for any resultant Contract. DO NOT request draft plans related to this requirement.**

**Insert the appropriate number of pages into the note to tenderers below.**

**Note to tenderers: The recommended number of pages for this strategy is [... DRAFTER TO INSERT NUMBER, EG, 10 - 20 ...] pages of text.**

- 1.6 Tenderers are to describe the strategy for conducting, and achieving the objectives of, the ILS program (including Logistic Support Analysis (LSA)) for any resultant Contract, including:
- a. the factors that influence the scope and context of the ILS/LSA program, including:

**ANNEX E TO ATTACHMENT A**

- (i) the design maturity of the proposed Mission System (described in response to TDR F-1) and the extent that design and development activities influence scope;
- (ii) any design and development activities applicable to major Support System Components (eg, systems integration laboratory or full motion training simulator);
- (iii) any relevant Australian Industry Activity(ies) (AIAs) identified in Attachment F of the draft Contract; and
- (iv) the proposed Support System solution (as described in response to TDR F-5);
- b. a summary graphic, showing how the tenderer plans to conduct the ILS/LSA program defined in the draft SOW, including:
  - (i) key ILS/LSA events and activities related to the major work streams and draft Contract phases identified in the overall project strategy (see TDR E-1.1); and
  - (ii) ILS-related Mandated System Reviews and Internal System Reviews;
- c. a summary of each key activity and Milestone in the summary graphic, including:
  - (i) a brief description of the scope of work;
  - (ii) entry and exit criteria and dependencies on the Commonwealth and Associated Parties, where these add to or vary from Attachment C of the draft Contract; and
  - (iii) any significant assumptions, limitations and constraints;
- d. the identification of standards (eg, DEF(AUST)5691, S3000L™) to be used (including for activities such as Level Of Repair Analysis (LORA)) and a summary of how these will be applied to an analysis of the Support System and the definition of the required Support Resources;
- e. how the tenderer proposes to validate the Support System requirements in the [... **INSERT 'DOR Part B' OR 'OCD' AS APPLICABLE ...**];

**Option: Include if resource optimisation tools and an LSA Record is required.**

- f. the identification of, and rationale for, tools for analysis (eg, optimisation models) and to capture analysis results and to collate extant data (eg, an LSA Record), and to prepare ILS data items (eg, such as recommended resource lists);
- g. the strategy addresses the key areas of risk for the ILS/LSA program, as identified in response to TDR E-6 (Risk Assessment and Risk Register (Core)); and
- h. how Technical Data requirements for the provision of in-service support by Defence, contractors and Associated Parties will be determined, including summaries of the proposed approaches:
  - (i) to identify all of the Technical Data required to satisfy operational and support-related requirements and the operational and support concepts defined in the [... **INSERT 'DOR Part B' OR 'OCD' AS APPLICABLE ...**] and any AIAs identified in Attachment F to the draft Contract;
  - (ii) for obtaining and assimilating new and existing sources of Technical Data into a complete and coherent Technical Data solution;

**Option: Include when electronic technical publications are required under the draft Contract.**

- (iii) for the development and management of electronic technical publications, when applicable; and
- (iv) for ensuring access to all Technical Data required by Defence and Associated Parties for the operation and support of the Materiel System, in the context of Intellectual Property (cross-referencing the response to TDR C-5 as appropriate), International Traffic in Arms Regulations, and any other restrictions.

## ANNEX E TO ATTACHMENT A

## 2. RELEVANT EXPERIENCE (OPTIONAL)

**Note to drafters: If work under the Contract is likely to be complex in terms of design and development, integration, system safety, system security, or defining the Support System, and relevant experience is considered as a tender discriminator, refer to TDR E in the ASDEFCON (Strategic Materiel) template for 'relevant experience' requirements.**

2.1 Not used.

## 3. CONTRACT WORK BREAKDOWN STRUCTURE AND DICTIONARY (OPTIONAL)

*Draft SOW reference: clause 3.2.3*

**Note to drafters: A draft CWBS should be tendered for all projects other than low complexity contracts with minimal development or ILS activity.**

3.1 Tenderers are to provide a draft Contract Work Breakdown Structure (CWBS) and CWBS Dictionary, in accordance with DID-PM-DEF-CWBS and based on the Contract Summary Work Breakdown Structure elements in Attachment M to the draft COC.

3.2 The draft CWBS is to demonstrate that the work effort required to successfully achieve the end objective of any resultant Contract is understood, and to ensure that technical control is integrated with cost and schedule control.

3.3 The draft CWBS is to be provided in a tool such that it can be reviewed at any level of expansion (for instance using 'outline mode' in Microsoft Word or Excel).

3.4 The CWBS Dictionary is to define the scope of each CWBS element in the CWBS.

## 4. CONTRACT MASTER SCHEDULE (CORE)

*Draft SOW reference: clause 3.2.2*

**Note to tenderers: The CMS should present a realistic time-based sequence of the activities defined in the CWBS, integrating the work of proposed Subcontractors, demonstrating that time estimates and dependencies are realistic and consistent with the CWBS Dictionary, and providing the Commonwealth with a basis for evaluating the assessment of schedule risk.**

4.1 Tenderers are to provide a draft Contract Master Schedule (CMS) (in PDF and as a data file for the applicable software package) 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.

4.2 The draft CMS is to contain sufficient detail to demonstrate an understanding of the work effort and schedule control required to fulfil any resultant Contract, including:

- a. all Milestones included in the tenderer's response to TDR D-2.4 (ie, the proposed Delivery Schedule); and
- b. any other major events, proposed by the tenderer, that represent the accomplishment of critical technical and managerial steps towards delivery and Acceptance of the Mission System(s) and Support System Components.

4.3 The draft CMS is to describe each Milestone, identify the party primarily responsible for its achievement (eg, Contractor or Commonwealth), and a scheduled date for accomplishment.

## 5. STAFF / SKILLS PROFILE (OPTIONAL)

**Note to tenderers: A staff/skills profile provides an understanding of personnel-related risk.**

5.1 Tenderers are to provide (in Microsoft Excel or the scheduling software used in response to TDR E-4) aggregate, labour-category-based, time-phased plans for the use of human resources in the performance of any resultant Contract, which:

- a. identifies the staffing requirements on a month-by-month basis, consistent with the draft CMS provided in response to TDR E-4;
- b. breaks down the staff requirements into labour categories; and
- c. identifies the Australian and New Zealand workforce.

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- 5.2 Tenderers are to separately provide the information required by clause 5.1 for any proposed Approved Subcontractors that would undertake significant development and production work.

**6. RISK ASSESSMENT AND RISK REGISTER (CORE)**

*Draft SOW reference: clause 3.6*

**Note to tenderers: Assessed risks and the budget to treat risks and the residual risk exposure, should correlate to the pricing of risk (ie, Management Reserve) in response to TDR D-2.**

- 6.1 Tenderers are to provide a risk register prepared in accordance with DID-PM-MGT-PMP-2, which demonstrates the tenderer's assessment of the risks associated with the performance of any resultant Contract.

**7. DEFENCE INDUSTRY SECURITY PROGRAM PHYSICAL AND INFORMATION / CYBER SECURITY REQUIREMENTS (OPTIONAL)**

*Draft COC reference: clause 11.10*

**Note to drafters: Include this clause if DISP membership at Level 1 or above applies. If the RFT is to include classified information, drafters should consult their Project Security Officer.**

**Note to tenderers: Refer to the Details Schedule in the draft COC regarding the DISP membership level for Physical Security and Information / Cyber Security elements, and Communications Security (COMSEC) material transmission requirements, as required, for any resultant Contract.**

**For further information and access to the Defence Security Principles Framework (DSPF), refer to the Security Classification and Categorisation Guide attached to the draft Contract, or contact the Contact Officer specified in the Details Schedule.**

- 7.1 Tenderers are to provide the following details for all premises proposed to be used for the storage of classified documents, classified assets, or the housing of ICT systems for the processing of data, up to and including the Physical Security and Information / Cyber Security Defence Industry Security Program (DISP) membership levels identified in the Details Schedule of the draft COC:
- a. physical address of facility;
  - b. facility accreditation(s) held (type and level), when granted and by whom; and
  - c. ICT system accreditation(s) held (type and level), when granted and by whom.
- 7.2 If appropriate DISP membership levels are not held, tenderers are to indicate their willingness to undergo the process to obtain the requisite DISP membership, or if unable to obtain DISP membership because it is not an Australian company, then the tenderer is to advise:
- a. of the applicable Security of Information Agreement or Arrangement (SIA); and
  - b. how they would meet the requirements equivalent to DISP membership requirements of the draft Contract and any risks associated with contract execution or management.
- 7.3 Tenderers are to provide the above information in relation to all Subcontractors who will require access to security classified information.

## ANNEX E TO ATTACHMENT A

## 8. GOVERNMENT FURNISHED MATERIAL (CORE)

*Draft COC references: clauses 3.7, 5.1 and 5.5, and Attachment E*

*Draft SOW reference: clause 3.12*

**Note to drafters: Develop Attachment E to the draft COC to list GFM and enable tenderers to transfer GFM into the tender response format (shown below).**

**Note to tenderers: Government Furnished Material (GFM), mandated or proposed by the Commonwealth (if any) is detailed in Attachment E to the draft COC. Additional GFM may be proposed by tenderers for any resultant Contract. Refer to TDR D-1.1 for any additional costs (specific prices) to be added to the tendered price, if optional GFM is not made available.**

- 8.1 Tenderers are to provide the requested detail in accordance with the GFM Tender Response Format at Table E-1 below. Details for the required GFM may be transferred from Attachment E to the draft Contract into the tenderer's response.
- 8.2 If tenderers propose changes to the quantities, dates, locations or time periods proposed in Attachment E to the draft COC, these changes should be clearly identified in the tender response (ie, columns c to f of Table E-1, GFM Tender Response Format).
- 8.3 Tenderers are to specify in column h of Table E-1, GFM Tender Response Format, whether, in accordance with clause 5.1.4 of the draft COC:
- the tenderer or a proposed Subcontractor owns all of the IP in the proposed GFM (eg, if a proposed Subcontractor is an OEM: 'Y – IP owned by [name of Subcontractor]'); or
  - the tenderer (or a nominee) proposes to own the IP created in respect of the GFM under any resultant Contract, and the reason for ownership (eg, 'Y – [reason for ownership]').

**Table E-1: GFM Tender Response Format**

Item Description	Reference / Part Number	Quantity	Delivery Date and Location	Return Date and Location	Time Period for Inspection	Technical Data and Software Restrictions (if applicable)	Tenderer owns or is to own new IP in GFM (Y/N) and reason if 'Y'	Export Restrictions (if applicable)	Comments / Intended purpose
a	b	c	d	e	f	g	h	i	j
Commonwealth Mandated GFM - GFE									
Commonwealth Mandated GFM - GFD									

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Non-mandated GFM - GFI									
All other non-mandated GFM									

**Notes for Table E-1:**

- a. **Item Description:** A description of the item of GFM.
- b. **Reference / Part Number:** A reference, part number, document number, or other identifier that clearly identifies the item of GFM.
- c. **Quantity:** The quantity of the item of GFM to be delivered (or made available) by the Commonwealth.
- d. **Delivery Date and Location:** The date on and location at which the item of GFM is to be delivered by the Commonwealth.
- e. **Return Date and Location:** The date on and location at which the item of GFM is to be returned to the Commonwealth.
- f. **Time Period for Inspection:** The period within which the Contractor, under any resultant Contract, is required to inspect the item of GFM and notify the Commonwealth in accordance with clause 3.12.1 of the SOW.
- g. **Technical Data and Software Restrictions:** Any restrictions on the Technical Data or Software within an item of GFM that is in addition to the licence terms granted by the Commonwealth under clause 5.6 of the COC (if applicable).
- h. **Tenderer owns or is to own new IP in GFM:** A declaration of whether or not the IP created under any resultant Contract (or Subcontract) with respect to the item of GFM is to be owned by the Contractor pursuant to clause 5.1.4 of the COC. For evaluation purposes tenderers are to provide justification for any proposed ownership in new IP in GFM.
- i. **Export Restrictions:** Any restrictions derived from Export Approvals to which an item of GFM is subject to (if applicable).
- j. **Comments / Intended Purpose:** The purpose for which the item of GFM is provided to the Contractor, under any resultant Contract, and any comments that are supplementary to the information provided in columns (a) to (i).

## ANNEX E TO ATTACHMENT A

## 9. GOVERNMENT FURNISHED FACILITIES (OPTIONAL)

*Draft COC references: clause 3.8 and Attachment O**Draft SOW reference: clause 3.19*

**Note to drafters: Include this clause if clause 3.8 is included in the draft COC. If GFF will not be offered, the following clauses can be deleted and the heading annotated with 'Not used'.**

**Note to tenderers: All Government Furnished Facilities (GFF), mandated or proposed by the Commonwealth (if any) is detailed in Attachment O to the draft COC. Refer to TDR D for any additional costs, to be added to the tendered price, should GFF not be made available.**

**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.**

9.1 Tenderers are to summarise the proposed use of the GFF and any specific GFF Licensed Areas, describe any assumptions made in their tender relevant to use of that GFF.

9.2 Tenderers are to state their compliance with the dates and time periods proposed by the Commonwealth in Attachment O to the draft Contract or provide an alternative proposal.

## 10. GOVERNMENT FURNISHED SERVICES (OPTIONAL)

*Draft COC reference: clause 3.10 and Attachment E*

**Note to drafters: Include this clause if clause 3.10 has been included in the draft COC.**

**Note to tenderers: All Government Furnished Services (GFS), mandated or proposed by the Commonwealth (if any), are detailed in Attachment E to the draft COC. Refer to the 'Specific Prices' worksheet of the ACQPW for Specific Prices to be tendered if GFS is not made available.**

**Option: For when the Commonwealth will allow tenderers to propose additional GFS.**

**Additional GFS may be proposed by tenderers for the purposes of any resultant Contract.**

10.1 Tenderers are to summarise the proposed use of Government Furnished Services (GFS), any relevant assumptions (eg, cost, schedule), and any other arrangements relevant to the tender.

10.2 Tenderers are to state their compliance with the dates and time periods proposed by the Commonwealth in Attachment E to the draft Contract, or provide an alternative proposal.



## ANNEX F TO ATTACHMENT A

## MATERIEL SYSTEM SOLUTION (CORE)

**Note to tenderers:** If the [...Description of Requirement or FPS...] at Annex A to the draft SOW, specifies a standard (approved by a recognised body), tenderers are to show, in their tender responses, their ability to meet that standard.

## 1. MISSION SYSTEM (CORE)

*Draft SOW Annex A (Description of Requirement)*

1.1 Tenderers are to provide a compliance matrix that:

- a. lists each of the requirements specified in Annex A to the draft SOW;
- b. identifies the extent to which the proposed technical solution (comprising the Mission System and the Support System) complies with each requirement, considering the assigned criticality ratings (eg, 'Essential' and 'Highly Desirable' ratings, etc); and
- c. cross-refers to the tenderer's responses to this annex, in order to identify the systems, components and functions that illustrate how the requirement would be achieved.

**Note to drafters:** This section may be tailored to suit the required Materiel System and to request additional information necessary for tender evaluation purposes, such as:

- a. a description of how key system functionality will be met (including areas such as human factors engineering and human-system interface); and
- b. areas of risk that require specific information (eg, for a particular external interface).

**Update references to the DOR Part B or OCD, as applicable.**

1.2 Tenderers are to describe their proposed Mission System solution, including:

- a. the key features that enable the Mission System solution to satisfy the operational and support-related requirements and the operational and support concepts defined in the [...'Description of Requirements (DOR)' OR 'FPS' ...] at Annex A to the draft SOW, including operations under peak-load conditions;
- b. a description of the key design drivers and key design decisions;
- c. the product breakdown structure (PBS) identifying system products, including hardware and Software down to Configuration Item (CI) level (ie, each '**system component**'); and
- d. the maturity of the design for each **system component** (including hardware, Software, internal and external interfaces), in accordance with the following table:

Maturity Classification	Index
<b>Innovative Development.</b> The system component is indicative of the configuration required for the Supplies, is in the early / conceptual stage of development, and features new technologies or processes, or a significant technological advancement.	1
<b>New Development.</b> The system component is indicative of the configuration required for the Supplies, is in the early stages of development, and requires no new technologies or processes.	2a
<b>Significant Development.</b> The system component is indicative of the configuration required for the Supplies, is in an advanced stage of development, and requires no new technologies or processes.	2b
<b>Minor Development.</b> The system component is indicative of the configuration required for the Supplies, requires a minor change of a type normally required for this item but which does not affect the interfaces of other components or external systems. A similar item (eg, prototype or prior variant) has been successfully fielded.	3
<b>Developed – Functional.</b> The system component has the specific configuration required for the Supplies (without any development required), and has been successfully tested in a controlled environment that is indicative of that required for the system component, including the interfaces with external systems.	4a

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Maturity Classification	Index
<b>Production Ready.</b> The system component has the specific configuration required for the Supplies (without any development required), and has been fielded (eg, in user trials) and is verified in the operational role and environment described in the [... <b>INSERT 'DOR Part B' or 'OCD' ...</b> ], including the interfaces with external systems.	4b
<b>In use.</b> The system component has the specific configuration required for the Supplies (without any development required), is in production, and is in current use with end users operating the system component in the operational role and environment described in the [... <b>INSERT 'DOR Part B' OR 'OCD' ...</b> ] intended for the Supplies.	5

- e. any assumptions or constraints underpinning the proposed solution, including in relation to Defence systems and infrastructure;
- f. the identification of:
  - (i) those external interfaces that will be connected to, or that enable interoperability with, other Defence systems, including the maturity of those interfaces; and
  - (ii) the significant internal interfaces, and the maturity of those interfaces;
- g. if installation into a Defence facility or host platform is required, a description of any significant installation requirements (other than those identified for external interfaces) such as the expected duration of installation activities or the space needed within a host platform that is not a Supply; and
- h. significant risks, with cross-references to the tendered risk register for further detail.

## 2. MISSION SYSTEM TECHNICAL DOCUMENTATION TREE (OPTIONAL)

*Draft SOW reference: clause 4.5.1*

**Note to tenderers: A draft Mission System Technical Documentation Tree (MSTDT) assists the Commonwealth to understand the scope of the development program. If development is to be subcontracted, the MSTDT is to include the technical documentation of proposed Subcontracts.**

**The MSTDT is one list that can be produced by a Master Technical Data Index (MTDI); the Support System Technical Data List (SSTD) is another. Tenderers may submit a draft MSTDT and draft SSTD (for TDR F-7.6) as one data file, provided that individual lists can be filtered from the file.**

- 2.1 Tenderers are to provide a draft Mission System Technical Documentation Tree in accordance with DID-ILS-TDATA-MTDI-2, which includes the specifications and design documentation for the **system components** identified in response to TDR F-1.2.

## 3. SOFTWARE LIST (OPTIONAL)

*Draft SOW reference: clause 4.4.2*

**Note to tenderers: In Table F-1, the 'highest level Software product' where the criticality and category are the same means, for example, if all Software products subordinate to 'Product X' have the same or a lesser criticality and category, only 'Product X' is to be listed.**

- 3.1 Tenderers are to provide a draft Software List (SWLIST) in accordance with at least the sections of DID-ENG-SW-SWLIST, and the 'modifications to scope', identified in Table F-1.

**Table F-1: Minimum requirements for the draft Software List**

Section	Name	Modifications to scope
6.2.1	Identity	Identified to the highest level Software product where the criticality and category of all subordinate Software products are the same as the Software product listed.
6.2.2	Location in the System Hierarchy	As per DID, to the level required for clause 6.2.1, Identity (above).
6.2.3	Description	As per DID.

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Section	Name	Modifications to scope
6.2.4	Software Criticality	As per DID.
6.2.9.2	Estimated Total Size	For Application Software to be developed, reused or modified.
6.2.9.3	Reused Unmodified Code Required	For Application Software to be developed, reused or modified.
6.2.9.4	Estimated Modified Code Required	For Application Software to be developed, reused or modified.
6.2.9.5	Estimated New Code Required	For Application Software to be developed, reused or modified.
6.2.11	Assurance Standard	For Software with a criticality of 0, 1 or 2.
6.2.12	Software Assurance Level	For Software with a criticality of 0, 1 or 2.

#### 4. EQUIPMENT CERTIFICATION TO ACCESS THE RADIOFREQUENCY SPECTRUM (OPTIONAL)

**Note to drafters:** *If access to the Radiofrequency Spectrum could influence tender evaluations, then include this requirement. Defence Spectrum Office (DSO) should be consulted for viable spectrum options for operation in the domestic environment, and interpretation of the ARSP.*

**Note to tenderers:** *Systems offering manoeuvrability in the electromagnetic spectrum (EMS) represent a lower risk for Defence. EMS manoeuvrability that incorporates, but is not limited to, parts of the radiofrequency spectrum designated for Defence purposes in the Australian Radiofrequency Spectrum Plan reduces risk for system operation in the domestic environment.*

- 4.1 Tenderers are to provide a preliminary Equipment Certification to Access Radiofrequency Spectrum (ECARS, also known as form AA763) in accordance with DID-ENG-SOL-ECARS, as tailored by the following requirements:
- the information required for the 'System General Information Page' and field 5 (Tuning Range(s)) on the 'Transmitter' pages, for each system / sub-system that requires access to the Radiofrequency Spectrum for its operation; and
  - completion of the 'Transmitter' fields, and 'Receiver' and 'Antenna' pages, are optional; however, these details should be provided if this will allow the Commonwealth to properly evaluate Radiofrequency Spectrum requirements. Attach additional information as appropriate.

#### 5. CYBER SECURITY (OPTIONAL)

**Note to drafters:** *CSAI may be tendered if the Contractor will be actively involved in, or support, Security Authorisation(s). Otherwise, CSAI may be requested under any resultant Contract.*

**Note to tenderers:** *The Commonwealth intends to assess the cyber security aspects of the tenderer's proposed solution in order to gauge the potential existing compliance and identify any possible security risks that may need to be addressed under any resultant Contract.*

- 5.1 Tenderers are to provide Cyber Security Assessment Information in accordance with TDID-ENG-SOL-CSAI.

#### 6. SUPPORT SYSTEM (CORE)

*Draft SOW references: clause 5.3 and Annex A (Description of Requirement)*

**Note to drafters:** *Amend the following requirement to suit the needs of the required system(s) and support concept. If the RFT includes a draft Contract (Support), changes may be needed to*

## ANNEX F TO ATTACHMENT A

**address specific requirements of that contract. Insert a number of pages in the note below, considering the risk and complexity of defining and establishing the Support System.**

**Note to tenderers: The Commonwealth wants to assess the suitability and risks of the proposed Support System. The recommended number of pages for the response to this clause 5 is [... DRAFTER TO INSERT NUMBER, EG, 15 - 25 ...] pages.**

- 6.1 Tenderers are to provide a summary of their proposal for achieving the support requirements and the operational and support concepts defined in the specifications at Annex A to the draft SOW [...INSERT 'and the draft Contract (Support)' IF APPLICABLE...], including:
- a summary of the proposed support organisations, identifying their primary roles, locations, and the division of responsibilities between the Commonwealth, Contractor (Support), Subcontractors (Support), and other Associated Parties;
  - the proposed arrangements, involving the organisations described in response to 6.1a, for [...INSERT 'Operating Support' IF APPLICABLE...], Engineering Support, Maintenance Support, Supply Support and Training Support for the major elements of the Mission System, and any major Support System Components;
  - in respect to Training Support, the expected operator and support personnel skill groups (eg, trades) and the proposed Training programs for the skill levels within each group;
  - an explanation of how the Support System would enable Mission System operational outcomes to be met, including by the achievement of any performance measures specified by the Commonwealth and any other measures identified by the tenderer;
  - the significant drivers, assumptions, and constraints associated with the proposal (eg, with respect to the availability of key resources and in-country support); and
  - the significant risks, with cross-references to the tendered risk register for further detail.
- 6.2 Tenderers are to summarise the support currently available for the Supplies, identifying local support capabilities and the need to access additional capabilities from overseas, addressing:
- Engineering Support, including the ability to further develop the Supplies through life;
  - Maintenance Support, including system-level maintenance capabilities and support for major system components (as identified in response to TDR F-1.2);
  - Supply Support, including availability of Spares through local distribution points; and
  - Training Support, including availability of local training providers.

## 7. SUPPORT RESOURCES (CORE)

*Draft SOW reference: clause 5.3*

**Note to tenderers: A full Resource Provisioning List can only be finalised under any resultant Contract. The tendered list should add to Commonwealth understanding of the proposed Support System and Not-To-Exceed (NTE) prices for Support Resources (refer TDR D-1). Responses should focus on the items that 'influence Support System design' (such as the allocation of maintenance tasks) and those that represent a significant portion of the NTE prices.**

- 7.1 Tenderers are to provide a draft provisioning list (or lists) for Spares (for Mission Systems and other Support Resources), Support and Test Equipment (S&TE), Training Equipment, and high-value (typically special-to-type) Packaging, as applicable.
- 7.2 The draft provisioning list(s), required by clause 7.1, is to list high-value items and groups of other items (eg, spare 'engine' and lower value 'engine spares') and include:
- the item name for high-value items, or a name for each group of other items;
  - for existing high-value items, the reference number / part number, and NSN if available;
  - for high-value items, the estimated / recommended quantity required; and
  - the unit price and a price for the recommended quantity for each of the high-value items, and the estimated price for each group of other items, in source currencies.

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- 7.3 Tenderers are to outline the methods and rationale used to determine the draft provisioning list(s) required by clause 7.1, demonstrating consistency with the response to TDR F-5.

**Note to drafters: The following may be amended for specific equipment / facilities, or deleted if it is known that there will be no major / high-risk development required.**

- 7.4 For each major item of S&TE and Training Equipment or facility (eg, a Software support facility or Training facility) that requires design and development, tenderers are to describe the:
- functions to be performed including, if applicable, for different states or modes;
  - major design drivers, assumptions, constraints and key dependencies, including any interfaces to Defence systems and infrastructure; and
  - current design maturity of the item / facility and the strategy for development, referring to the engineering and ILS strategies provided in response to TDR-E as applicable.

**Note to drafters: If new / modified Commonwealth Facilities are likely, liaise with SEG for any further requirements. Refer to DID-ILS-FAC-FRAR and amend the following clause if required.**

**Note to tenderers: The Commonwealth wants to understand the scope of new Commonwealth Facilities and/or any changes that may be required, in co-ordination with the proposed Contract.**

- 7.5 **Facilities.** Tenderers are to provide a summary of any new and/or modified Commonwealth Facilities required to enable the Commonwealth, and other parties (including contractors), to undertake the operation, sustainment and disposal of components of the Materiel System.
- 7.6 **Technical Data.** Tenderers are to provide a draft Support System Technical Data List (SSTDL), for Technical Data that would be required for the purposes of in-service operations and support, identifying for each item of Technical Data:
- the item reference number, document number or drawing number, as applicable;
  - the name or title of the item of Technical Data;
  - its purpose or use (if not self-evident from the name or title);
  - the product identifier and the name for the system / sub-system / Configuration Item (CI) / end-product (including hardware and Software) to which the Technical Data relates;
  - the source (eg, internal, or the name of Subcontractor / supplier that would provide it);
  - if applicable, cross-reference to the 'Unique Line Item Description' entry in the tendered Technical Data and Software Rights (TDSR) Schedule (refer TDR C-5);
  - any other restrictions (eg, Export Approval), identifying the related licence or agreement;
  - if applicable, the Australian or foreign security classification;
  - the end-user (eg, ADF system operator, maintenance unit, or Contractor (Support)); and
  - its developmental status (eg, existing, to be modified, or to be developed).

## 8. PROBLEMATIC SUBSTANCES IN SUPPLIES (CORE)

**Note to drafters: Copies of relevant Defence policies may need to be provided with the RFT.**

**Note to tenderers: Refer to the Defence Safety Manual for Hazardous Chemicals, and the Product Support Manual for Ozone Depleting Substances and Synthetic Greenhouse Gases. Problematic Substances in Supplies require Approval under any resultant Contract, which will not be given if it infringes any Commonwealth, State or Territory legislation. The tender response is to identify the following hazards in known system components and, to the extent practicable, the components yet to be selected or developed.**

- 8.1 Tenderers are to summarise the following hazards if they are to be contained in the Supplies:
- Hazardous Chemicals comprising:
    - prohibited carcinogens and restricted carcinogens, each as defined in subregulation 5(1) of the *Work Health and Safety Regulations 2011* (Cth); and
    - those for which use is restricted under regulation 382 of the *Work Health and Safety Regulations 2011* (Cth), including polychlorinated biphenyls; and

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- (iii) lead that, for in-service support, requires a lead process as described by regulation 392 of the *Work Health and Safety Regulations 2011* (Cth);
- b. Dangerous Goods;
- c. Ozone Depleting Substances; and
- d. Synthetic Greenhouse Gases.

**9. ENVIRONMENTAL CONSIDERATIONS (OPTIONAL)**

***Note to drafters: If there are likely to be significant environmental issues relating to the Supplies, develop clauses to obtain relevant information. Otherwise, replace this clause with 'Not used'.***

9.1 [...DRAFTER TO INSERT...]

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## AUSTRALIAN INDUSTRY CAPABILITY (CORE)

*Draft COC references: clause 4 and Attachment F*

*Draft SOW reference clause 10*

**Note to drafters:** For guidance (including if the expected Contract value is less than \$20 million), refer to the web links below and the AIC Guide for ASDEFCON). For advice, particularly for direct source / limited tenders, consult the AIC Directorate: [aic.info@defence.gov.au](mailto:aic.info@defence.gov.au).

**Note to tenderers:** Tenderers should familiarise themselves with the 2019 Defence Policy for Industry Participation, the 2024 Defence Industry Development Strategy, and the Australian Industry Capability (AIC) Program and guidance available at:

- <https://www.defence.gov.au/business-industry>;
- <https://www.defence.gov.au/business-industry/industry-programs/defence-policy-industry-participation>;
- <https://www.defence.gov.au/about/strategic-planning/defence-industry-development-strategy>; and
- <https://www.defence.gov.au/business-industry/export/strategy>.

**Tenderer responses are to describe the proposed AIC commitments for any resultant Contract and, subject to negotiations, elements of the successful tenderer's proposal will be incorporated into:**

- **Attachment B – Price and Payments; and**
- **Attachment F – Australian Industry Capability (as AIC Obligations).**

**An AIC Plan is NOT required to be tendered. The AIC Plan for any resultant Contract, (including a Public AIC Plan) is to be derived from the successful tenderer's proposal and any negotiated changes.**

## 1. AUSTRALIAN INDUSTRY CAPABILITY PLANNING AND BUSINESS CASE (CORE)

**Note to tenderers:** If the tenderer / proposed Approved Subcontractors are overseas entities, the response to this requirement should describe how the tenderer / proposed Approved Subcontractors intend to work with Australian Industry to satisfy AIC Obligations in Attachment F and achieve the AIC Objectives in the draft Conditions of Contract. If the tenderer / proposed Approved Subcontractors are Australian Entities, the response should describe how they will satisfy the AIC Obligations and achieve the AIC Objectives within their organisations and more broadly with Australian Industry.

**When past performance is relevant, tenderers should cross-refer to their response to TDR A-2.**

- 1.1 For the tenderer and separately for each proposed Approved Subcontractor that was identified in response to TDR A-3 (Schedule of Proposed Subcontractors) in relation to the Australian Industry Capability (AIC) program, tenderers are to provide, for any resultant Contract:
- a. a brief description of the work to be undertaken in Australia or New Zealand, including:
    - (i) the products to be delivered, services to be provided and/or the other outcomes to be achieved;
    - (ii) the interrelationships with any work being performed or products being delivered from overseas sources; and
    - (iii) when applicable, a description of how the work contributes to sovereignty;
  - b. the identification of each proposed Approved Subcontractor that will be considered as an AIC Subcontractor in accordance with clause 11.9 of the draft COC, and the reason for this identification;
  - c. a description of how the work contributes to the creation, enhancement or maintenance of Industrial Capabilities in Australia or New Zealand, including in relation to Australian Industry Activities (AIAs) specified in Attachment F (cross-referencing, if applicable, to the tenderer's response to TDR G-2);

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- d. identification of any other proposed work or outcomes that the tenderer proposes should be treated as an AIA (and included in Attachment F of any resultant Contract);
- e. a statement referring to how AIAs identified as 'other requirements' in draft Attachment F, will be achieved; and

**Note to drafters: Delete the following requirement if not applicable. Refer SOW clause 10.6.**

- f. for any R&D activities requested by the Commonwealth within the draft Contract, a description of how that R&D program would be integrated into the AIC proposal.
- 1.2 Tenderers are to provide a table, in the format of Table G-1 below, which identifies those elements of the draft Contract scope for which the exact source of goods and services has not yet been finalised, and which may represent opportunities for Australian Industry.
- 1.3 Tenderers are to complete an Australian Industry Capability Schedule in accordance with the Australian Industry Capability Schedule Response Format at Table G-2 below.

**Note to tenderers: The response to paragraph 1.4 should be specific and targeted, not marketing material. As a guide, the response should be approximately 10 pages (excluding any graphics), unless there is a large number of SMEs identified.**

- 1.4 In the context of the response to paragraphs 1.1 – 1.3, tenderers are to provide a business case to explain how their offer achieves AIC Objectives while satisfying the other requirements of the draft Contract, including by:
- a. describing how the tenderer has scanned and engaged with Australian Industry to select Australian Entities to contribute to the draft SOW requirements, and identify which Australian Entities in the AIC Schedule would be new members of their supply chain;
  - b. identifying any specific commitments (and any limitations on those commitments) that the tenderer and/or proposed Approved Subcontractors have made, or will make if the tender is successful, that will enhance (eg, by technology transfer or training) the Industrial Capabilities of individual Australian Entities in relation to the draft SOW's requirements;
  - c. identifying, for each Small to Medium Enterprise (SME) that the tenderer and/or a proposed Approved Subcontractor has committed to engage for any resultant Contract:
    - (i) the name and ACN/ABN (or NZCN/NZBN) of the SME;
    - (ii) the nature and scope of the work to be undertaken by the SME, and the benefits that this offers to the AIC program; and
    - (iii) if the tenderer and/or a proposed Approved Subcontractor will provide specific assistance to the SME, a brief description of the proposed assistance;
  - d. describing any commitments, that have been or will be implemented for any resultant Contract. To engage and employ veterans (previous members of the Australian Defence Force), including through proposed Subcontractors that employ veterans.

**2. DEFENCE-REQUIRED AUSTRALIAN INDUSTRIAL CAPABILITIES (OPTIONAL)**

**Note to drafters: If DRAICs have been included in Attachment F, refer to the AIC Guide for ASDEFCON for tender requirements. Otherwise, annotate the heading above with 'Not used'.**

**3. AUSTRALIAN CONTRACT EXPENDITURE MEASUREMENT (CORE)**

**Note to tenderers: Prescribed ACE Percentages for each ACE Measurement Point will be recorded in Attachment F of any resultant Contract. These are to be developed by the preferred tenderer(s) during ODIA or contract negotiations.**

**For the purposes of the tender, only a Prescribed ACE Percentage applicable to the tendered Contract Price is required, noting that this does not include those Not-To-Exceed prices expected to be added through later changes to any resultant Contract. Although the proposed Prescribed ACE Percentage is expected to be based on the values for ACE and ICE in the 'Price Schedule' worksheet of the ACQPW, the proposed Prescribed ACE Percentage is not expected to be the same as the calculated ACE percentage. The Prescribed ACE Percentage should be stated as an integral number (no decimals). Tenderers are not to include any financial**



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**information in their response to this TDR G-3 as this information will be provided in response to TDR D.**

- 3.1 Tenderers are to propose an overall Prescribed Australian Contract Expenditure (ACE) Percentage applicable to the tendered Contract Price, based on the calculated ACE percentage derived from the 'Price Schedule' worksheet of the ACQPW.

**4. OPPORTUNITIES TO ENHANCE AIC (OPTIONAL)**

**Note to drafters: For smaller contracts (eg, less than \$50m) with limited or no opportunities to enhance AIC, drafters should consider deleting this requirement.**

**Note to tenderers: The Commonwealth seeks realistic opportunities to enhance the AIC program and achieve AIC Objectives. The response to this requirement should not include the opportunities from Table G-1 (being part of the baseline offer) or repeat, in detail, any new R&D opportunities in response to TDR G-5. Responses do not need to be submitted as alternative proposals under clause 2.15 of the COT, but will be considered as part of the tender evaluation process.**

**The Commonwealth reserves the right to use opportunities proposed by the tenderer for any resultant Contract and, more generally, for the purposes of the Commonwealth.**

- 4.1 Tenderers may propose opportunities that would improve their offer from an AIC perspective, but were not included in the baseline proposal due to the implications for other aspects of their offer (eg, cost, schedule, or Capability), by including for each proposed opportunity:
- a. a description of the nature and scope of the opportunity, including:
    - (i) the envisaged outcomes, including opportunities for Australian Industry under any resultant Contract, new or enhanced Industrial Capabilities, or other benefits relating to Sovereignty or Defence capabilities, and/or other AIC Objectives;
    - (ii) the rationale for not including the opportunity in the tenderer's baseline proposal;
  - b. identification of the beneficiaries, which may be the tenderer, a proposed Subcontractor (eg, a local SME working to an overseas OEM), the Commonwealth, or a third party;
  - c. a brief description of the scope of work to implement the opportunity, including:
    - (i) identifying the parties that would be involved, any significant new resources required, and the potential locations(s) where the opportunity could be implemented; and
    - (ii) outlining an implementation schedule, including any linkages to Milestones; and
  - d. identification of significant risks related to implementation and longer-term sustainability (with sufficient insights into the likely costs to be able to make decisions as to whether to progress the opportunity).

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Table G-1: Opportunities for Australian Industry

CWBS Level 3 Element a.	Description of the goods / services for which the source of supply is still to be determined / finalised b.	Opportunities for the participation of Australian Industry c.

**Notes for Table G-1:**

- a. **CWBS Level:** Each CWBS Level 3 Element from the CWBS provided in response to TDR E-3 (Contract Work Breakdown Structure and Dictionary).
- b. **Description of Goods/Services:** Whether there are any goods or services under the CWBS Element for which the source of supply is still to be determined. If this is not the case (eg, because all of the work is planned to be conducted by the tenderer), tenderers are to insert the words, “No sources of supply still to be determined” (and insert the words “Not Applicable” in column c). If there are open opportunities, tenderers are to provide a description of the specific goods and services for which the source is still to be determined / finalised. This description is to include any goods and/or services that the Contractor will be acquiring through a proposed Approved Subcontractor, where the Approved Subcontractor has not yet determined or finalised the source of supply for any elements (or parts thereof) that it will be providing to the Contractor.
- c. **Opportunities for participation:** In relation to those CWBS elements that the tenderer has identified that the source of supply is still to be determined / finalised, whether or not the tenderer considers that one or more opportunities exist for Australian Industry in relation to those goods and/or services. If this is not the case, tenderers are to insert the words, “No opportunities for Australian Industry” and include a brief justification for this assessment. If this is the case, tenderers are to identify the Australian Entities (by name and ABN/NZBN) that have been identified by the Contractor as potentially suitable, including a brief description of the goods and/or services that those entities offer.

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**Note to tenderers: The preferred tenderer's response, any negotiated adjustments, and updates from pre-contract activities to engage proposed Approved Subcontractors and other Subcontractors, is to be transferred to the AIC Schedule within the AIC Plan for any resultant Contract.**

Table G-2: Australian Industry Capability Schedule

Entity Name	ACN/NZCN (if applicable)	Scope of Work to be conducted in Australia or New Zealand and/or by each Australian Entity	Location	SME (yes/no)	Indigenous Enterprise	Veterans (yes/no)
a.	b.	c.	d.	e.	f.	g.
[...Contractor...]		[... Cross-refer to the response to TDR G-1.1 ...]				
[...Approved Subcontractor A...]		[... Cross-refer to the response to TDR G-1.1 ...]				
[... Entity C (Subcontractor to Approved Subcontractor A)...]						

**Notes for Table G-2:**

- a. Entity Name:** The name of the company or other entity if known. If not, insert 'To be determined' where the tenderer expects to subcontract that element of the work, but no subcontractor has yet been identified.
- b. ACN/NZCN:** If applicable, the Australian Company Number or New Zealand Company Number.
- c. Scope of Work:** A brief description (eg, 2-3 bullet points) of the scope of work to be performed in Australia or New Zealand and/or by each Australian Entity including the approximate timing(s) /timeframes when the work will be undertaken and, if applicable, cross-references to the applicable AIAs. For the tenderer and each proposed Approved Subcontractor, cross-refer to the brief description of the work scope provided in response to TDR G-1.1a. If a particular Subcontractor, which is not an Australian Entity, is not performing any work in Australia or New Zealand, enter 'Nil' in this cell.
- d. Location:** The location(s) where the majority of work is to be performed. For the tenderer and each proposed Approved Subcontractor, leave this column blank (this information is to be provided in response to TDR E-1.1 for the tenderer, and TDR A-3 for each proposed Approved Subcontractor).
- e. SME:** Is the organisation a Small-to-Medium Enterprise (yes/no)?
- f. Indigenous Enterprise:** Is the organisation an Indigenous Enterprise (yes/no)?
- g. Veterans:** Has the organisation signed the Veteran's Employment Commitment (yes/no)? (refer: [www.veteransemployment.gov.au](http://www.veteransemployment.gov.au))