

## ATTACHMENT A

## TENDER DATA REQUIREMENTS LIST

**Note to drafters: The following format is provided for guidance only and may be amended as required, including to delete optional tender data requirements that have not been included.**

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 (Core)
<b>A-3</b>	Schedule of Proposed Subcontractors (Core)
<b>A-4</b>	Statement of Non-Compliance (Core)
<b>B</b>	Tenderer's Deed of Undertaking (Core)
<b>Volume 2: Commercial</b>	
<b>C-1</b>	Importation of Services and Export Approvals (Core)
<b>C-2</b>	Liability (Core)
<b>C-3</b>	Insurance (Core)
<b>C-4</b>	Defect Rectification (Optional)
<b>C-5</b>	Technical Data and Software Rights (Core)
<b>C-6</b>	Confidential Information (Core)
<b>C-7</b>	Commitment Letter (Core)
<b>Volume 3: Financial</b>	
<b>D-1</b>	Tendering Pricing Information – General Requirements (Core)
<b>D-2</b>	Proposed Mobilisation Payments and Milestone Payment Schedule (Core)
<b>D-3</b>	Proposed Recurring Services Fees (Core)
<b>D-4</b>	Proposed Task-Priced Services (Optional)
<b>D-5</b>	Survey and Quote Services (Core)
<b>D-6</b>	Items for which Specific Prices are Required (Core)
<b>D-7</b>	Proposed Payment Schedule (Core)
<b>D-8</b>	Adjustments (Core)
<b>D-9</b>	Securities (Core)
<b>D-10</b>	Agency Arrangements (Core)
<b>D-11</b>	Australian Contract Expenditure (Core)
<b>D-12</b>	Alternate and Additional Deeming Rates (Core)
<b>Volume 4: General</b>	
<b>E-1</b>	Past Performance (Core)
<b>E-2</b>	Draft Contract Work Breakdown Structure (CWBS) and CWBS Dictionary (Optional)
<b>E-3</b>	Draft Support Services Master Schedule (Optional)
<b>E-4</b>	Key Staff Positions (Core)
<b>E-5</b>	Staff/Skills Profile (Optional)

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Tender Data Requirement Number	Tender Response Volume
E-6	Risk Assessment and Risk Register (Core)
E-7	Quality Statement (Core)
E-8	Problematic Substances and Problematic Sources (Core)
E-9	Defence Industry Security Program Physical and Information / Cyber Security Requirement (Optional)
E-10	Government Furnished Material (Optional)
E-11	Government Furnished Facilities (Optional)
E-12	Government Furnished Services (Optional)
E-13	Alternative Performance Management Proposal (Core)
E-14	Capability Innovations and Efficiencies (Core)
F-1	Support System Proposal (Core)
<b>Volume 5: Support Services Management</b>	
G-1	Support Services Management (Core)
G-2	Performance Measurement (Optional)
G-3	Phase In and Ramp Up (Optional)
G-4	Surge (Optional)
G-5	Environmental Management Statement (Optional)
G-6	Work Health and Safety Management Statement (Core)
G-7	Operating Support (Optional)
G-8	Contractor Engineering Management (Optional)
G-9	Engineering Organisation and System Compliance (Optional)
G-10	Maintenance Organisation and System Compliance (Optional)
G-11	Software Support (Optional)
G-12	Systems Safety Program (Optional)
G-13	Maintenance Management (Optional)
G-14	Supply Support (Optional)
G-15	Training Support (Optional)
G-16	Statement of Relevant Experience (Core)
<b>Volume 6: Australian Industry Capability</b>	
H-1	Australian Industry Capability Planning and Business Case (Core)
H-2	Defence-Required Australian Industry Capabilities (Optional)
H-3	Australian Contract Expenditure Measurement (Core)
H-4	Opportunities to Enhance AIC (Optional)
H-5	AIC Past Performance (Core)
<b>Volume 7: Building Code</b>	
I-1	Building Code (Optional)

**ANNEX A TO ATTACHMENT A****OVERVIEW (CORE)****1. EXECUTIVE SUMMARY (CORE)**

- 1.1 Tenderers are to provide an executive summary of their tender.
- 1.2 The executive summary is not to contain pricing information.

**2. TENDERER'S PROFILE (CORE)**

- 2.1 Tenderers are to provide the following information:
  - a. the tenderer's background, experience and resources relevant to its ability to meet the requirement (including design and development aspects, if applicable);
  - b. details of any other matters relating to the commercial, technical or financial capacity of the tenderer which may materially affect the tenderer's ability to perform the obligations under any resultant Contract. This should include:
    - (i) the proportionate value of any resultant Contract, if the tender was accepted, in relation to the tenderer's total income and value of work; and
    - (ii) how the tenderer would mitigate its risks, including risks arising from the management of and payment for Subcontracted work, and how it would redeploy resources and maintain sufficient cash flow in the event of a delay to a Milestone or a delay in a payment to the Contractor becoming due under any resultant Contract for any reason;
  - c. details of any orders, contracts, joint ventures, collaborations with other firms or companies or any other commitments relevant to the tenderer's ability to meet the requirement;
  - d. identification of any trust or fiduciary capacity in which the tenderer proposes to perform any resultant Contract; and
  - e. particulars of any civil or criminal litigation or proceeding, actual or threatened, involving either 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 judgment or decision which is likely to adversely affect the tenderer's performance of any resultant Contract.

**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 to confirm the statement.***

***If the tenderer is participating in FSPP but not ACVP, the tender evaluation team must request a financial viability assessment (FVA) for the tenderer from Financial Investigation Service (FIS).***

***A tenderer which has ACVP status is prequalified as being financially viable for the purposes of tender evaluation. If a tender submitted by a tenderer with ACVP status has a tendered price below the threshold of \$50 million (ex GST) for acquisition contracts and \$10 million (ex GST) per annum for support or services contracts, the tender evaluation team will not need to request an enhanced FVA from FIS or consider financial viability any further. If a tender submitted by a tenderer with ACVP status has a tendered price at or above the threshold, the tender evaluation team should evaluate the tenderer as financially viable and will also need to request an enhanced***

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**FVA so that FIS can fully advise the project of any financial viability risks for higher value contracts.**

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

**<http://drnet.defence.gov.au/casg/commercial/SpecialistCommercialServices/Pages/FIS-Viability-Assessments.aspx>.**

**Note to tenderers:** In order to reduce the cost of tendering, the Financial Statements Presubmittal Program (FSPP) permits CASG suppliers which regularly submit tenders to Defence to submit certain tenderer information and financial statements with appropriate accompanying notes once per year directly to Defence rather than as part of each tender. Key suppliers participating in the FSPP that meet the Approved Contractor Viability Program (ACVP) requirements may also be invited to participate in ACVP and may be granted ACVP status. ACVP status means that Defence will evaluate these suppliers as being financially viable for the purposes of tender evaluations.

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

**<https://www1.defence.gov.au/business-industry/procurement/policies-guidelines-templates/program-guidelines>.**

**Tenderers NOT participating in the Financial Statements Presubmittal Program or Approved Contractor Viability Program:**

2.2 Tenderers that are not currently participating in the Financial Statements Presubmittal Program (i.e. those that are not listed in the FSPP or ACVP registers as at the time of tender lodgement) are to provide the following information:

- a. the following details of the tenderer, as applicable:
  - (i) the full name of the tenderer;
  - (ii) any trading or business name;
  - (iii) if a company, the registered office, principal place of business and an outline of the company structure;
  - (iv) the date and place of incorporation;
  - (v) individual shareholders holding 20 percent or more of any issued share capital;
  - (vi) particulars of any foreign national or foreign bodies or organisations in a position to exercise or influence control over the tenderer;
  - (vii) Related Bodies Corporate;
  - (viii) for a foreign firm or company, details of its registration, incorporation and place of business in Australia, the name of any Australian representative and its 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 Financial Statements Presubmittal Program or Approved Contractor Viability Program:**

2.3 Tenderers that are participating in the Financial Statements Presubmittal Program (i.e. 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 Financial Statements Presubmittal Program and state whether they have Approved Contractor Viability Program (ACVP) status; and
- b. provide the following details of the tenderer:

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- (i) the full name of the tenderer;
- (ii) if an Australian company, its ACN/ARBN and ABN as applicable; and
- (iii) if a foreign firm or company, details of its registration, incorporation and place of business in Australia, the name of any Australian representative and its ABN (if any).

**Option: For when a procurement is at or above the relevant procurement threshold, and does not meet the exemptions set out at Appendix A to the CPRs. If the procurement is specifically exempt from the additional rules detailed in Division 2 of the CPRs as a result of a Defence specific exemption, the procurement will still be subject to the Workplace Gender Equality Procurement Principles and this clause is 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>.

- 2.4 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.
- 2.5 For the purposes of clause 2.4, 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 Black Economy Procurement Connected Policy imposes obligations on the Commonwealth to obtain satisfactory and valid STRs from tenderers. Further information about the requirements arising under the Black Economy Procurement Connected Policy is available from the Department of Treasury at:**

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

- 2.6 Tenderers are to:
- a. provide as part of their tender any of the following STRs that are applicable to the tenderer; and
  - b. in accordance with clause 1.9.3 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;
b. a partner acting for and on behalf of a partnership;	a satisfactory and valid STR: (i) on behalf of the partnership; and

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		(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);
	c. 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;
	d. 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;
	e. 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;
	f. 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.
2.7	If a tenderer has requested any of the STRs required under clause 2.6 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: 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 large businesses with an annual income of over \$100 million who enter into a contract with the Commonwealth 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>.

2.8 Tenderers are to include the boxes below in their tender, and identify whether or not the Tenderer is 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).

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**Note to drafters: This clause 2.9 must only be used where the Commonwealth intends to use the Pan-European Public Procurement On-Line (PEPPOL) framework under any resultant Contract. If the Commonwealth and Contractor agree to use the PEPPOL framework, the maximum payment term will be 5 days. However, the Commonwealth Pay On-Time Policy does not apply if the nature of the goods or services being procured, or the structure of the procurement, would make it impractical for the policy to be applied. If this is the case, and the Commonwealth does not intend to use the PEPPOL framework, this clause should be removed prior to RFT release.**

**Note to tenderers: The Commonwealth Pay On-Time Policy imposes obligations on the Commonwealth to make payments within maximum payment terms, which will depend on the applicability of the Pan-European Public Procurement On-Line (PEPPOL) framework. The maximum payment term will be either:**

- **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>**

2.9 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 the details in the format at 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 for a proposed Subcontractor.
- 3.2 In addition, for each of the proposed Subcontractors that trigger any of the criteria listed in clause 11.9.3 of the draft COC, tenderers are to provide the details set out in clauses 2.1 and 2.2 or 2.3 of this annex.
- 3.3 If a proposed Subcontractor, under the Subcontract, creates or brings IP in significant TD or Software, for example, TD or Software necessary to the ongoing operation, maintenance or disposal of the Product Being Supported (including after the expiry or termination of any resultant Contract), tenderers are to indicate in Table A-2 that an IP Deed will be required from the Subcontractor in accordance with clause 11.9 of the draft COC.

**Note to drafters: This clause 3.4 must be used when a procurement is subject to the Black 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 (if applicable)	AIA references (if applicable)	Equipment / Services	Location of work to be performed (incl. postcode)	Approved Subcontractor Deed required (Yes/No) (see clause 11.9 of draft COC)	Subcontract Value (\$A) (per annum)	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 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, the draft Data Item Descriptions and the draft Detailed Service 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 Responses are to be in the order in which the clauses appear and refer to the relevant clause number, annex, attachment, DID or DSD.
- 4.3 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) or Division 137 of the Criminal Code Act 1995.**

Table A-3: Statement of Non-Compliance Format

	Clause No.	Non-Compliance	Comments	Location in Tender
Annexes (excluding Annex B) to the COT				
Draft COC				
Attachments to the draft COC				
Draft SOW				
Annexes to the Draft SOW				
Draft Data Item Descriptions				
Draft Detailed Service Descriptions				

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## 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 The Tenderer declares that 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 will 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 To the extent applicable, each declaration, undertaking, acknowledgement and agreement of the Tenderer described in this deed poll is restated by the Tenderer at the time of any further submission to the Commonwealth by the Tenderer of the Tender, or part of the Tender, pursuant to any ODIA process.
- 1.5 The Tenderer submits its Tender to provide the Services 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:
    - (i) the Commonwealth's obligations to act in accordance with the applicable Commonwealth procurement framework, for example to ensure certainty of costs and value for money; and
    - (ii) the requirements set out in the 'Promoting Confidence in Defence Procurement Processes' section of the Defence publication Defence and the Private Sector - An Ethical Relationship;
  - e. that the Commonwealth can rely on the Tender in accurately assessing compliance with the RFT, risks and risk management options, and value for money in accordance with the RFT;
  - f. that representations made in the Tender, when incorporated in any resultant Contract, will be fully complied with by the Tenderer;

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- g. that the Tenderer has relied entirely upon its own inquiries and inspection in preparing its Tender;
- h. 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;
- i. that in any resultant Contract the Tenderer will not use ACM in providing the Services and no ACM will be taken onto Commonwealth Premises in connection with providing the Services;
- j. 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;
- k. 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 safety law or worker's compensation law) to other Commonwealth agencies or regulatory bodies;
- l. that Defence, as a Commonwealth agency, 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 on the AusTender website; and
- m. that the Tenderer is aware of the impact of the *Auditor-General Act 1997* (Cth) on its participation in the RFT and on any resultant Contract and any Subcontract under a resultant Contract.

## 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 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 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;

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- 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 For the purposes of clause 4.1, collusive tendering, anti-competitive conduct, or any other similar conduct may include the disclosure, exchange and clarification of information (in any form) whether or not such information is confidential to the Commonwealth or any other tenderer or any other person or entity.
- 4.3 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 (including foreign anti-corruption legislation) or Commonwealth policies regarding the offering of unlawful inducements in connection with their Tender;
  - c. without limiting clause 4.3a 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 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. that the Tenderer is aware of the provisions of the *Australian Consumer Law* (Schedule 2 to the *Competition and Consumer Act 2010* (Cth)), and Division 137 of the *Criminal Code Act 1995* (Cth) and that its Tender does not contain any false, misleading or deceptive misrepresentations, claims or statements.
- 4.4 Except to the extent identified in clause 4.6, the Tenderer represents and warrants that it and any Related Bodies Corporate, and their officers have not been convicted of bribery of Commonwealth, state, territory or foreign government officials during the last seven years.
- 4.5 Except to the extent identified in clause 4.6, the Tenderer represents and warrants that it and its Related Bodies Corporate officers, employees, agents and advisers have no actual, potential or perceived conflict of interest between the interests of the Commonwealth and the Tenderer's interests in relation to the RFT process. The Tenderer agrees to take such steps as the Commonwealth may require to resolve or otherwise deal with a conflict notified under clause 4.6.
- 4.6 The following conviction for bribery, or actual, potential or perceived conflict of interest currently exist:
- [INSERT ANY CONVICTION FOR BRIBERY OF COMMONWEALTH, STATE, TERRITORY OR FOREIGN GOVERNMENT OFFICIALS DURING THE LAST 7 YEARS; INSERT ANY ACTUAL, POTENTIAL OR PERCEIVED CONFLICT OF INTEREST; OR IF NONE EXIST INSERT THE WORDS 'NOT APPLICABLE']**
- 4.7 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

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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.

- 4.8 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.
- 4.9 In addition to clause 4.8, the Tenderer acknowledges and agrees that the Commonwealth may exclude the Tender from further consideration if the Tenderer, any of its Related Bodies Corporate, or any officer of any of them has been convicted of bribery of Commonwealth, State, Territory or foreign government officials during the last seven years.
- 4.10 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 ACTION TAKEN (INCLUDING POLICIES IN PLACE) TO RESPOND TO EACH SUCH BREACH, OR IF NO BREACHES ARE LISTED ABOVE INSERT 'NOT APPLICABLE']**.

- 4.11 The Tenderer represents and warrants that, in accordance with clause 1.9.3 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).

**Note to drafters: Include clause 4.12 if the PT PCP clauses are included in clauses 11.9.11-11.9.15 of the COC.**

**Note to tenderers: Tenderers are to include the following clause if the tenderer is a Reporting Entity and clauses 11.9.11 – 11.9.15 have been included in the COC.**

- 4.12 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 4.12a; and
    - (ii) obligations equivalent to this clause 4.12b (such that the obligations in this clause 4.12b are to continue to be flowed down the supply chain to all Reporting Entity Subcontractors).

ANNEX B TO ATTACHMENT A

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 poll 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:

-----

-----  
FACSIMILE 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 Procurement and Contracting intranet page at:**

**<http://drnet.defence.gov.au/casg/commercial/CommercialPolicyFramework/Pages/Factsheets-and-Guidance.aspx>**

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 SERVICES 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 Services 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 Services to the Commonwealth.**

**Requests for advice on the control status of goods and/or services should be forwarded to Defence Export Controls via email at [ExportControls@defence.gov.au](mailto:ExportControls@defence.gov.au). Further information on Australian export controls may be found at:**

**<https://www1.defence.gov.au/business-industry/export/controls>.**

- 1.1 Tenderers proposing to import parts of the Services are to provide:
- a. an indication of what is being imported;
  - b. evidence from the Government of the country of origin that the tenderer will be granted an Export Approval for those items if the tenderer is awarded any resultant Contract;
  - c. identification of any specific limitations or provisos that the Government of the country of origin could reasonably be expected to place on the Export Approval with respect to individual items of tendered Services including, as applicable, TD and Software;
  - d. 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
  - e. details of any rejected application for, or refusal to grant, an Export Approval for goods, similar to those within the Services, which might have a bearing on any application to export the Services.

## 2. LIABILITY (CORE)

*Draft COC reference: clause 10.10*

**Note to drafters: A liability risk assessment is to be undertaken by the Commonwealth in accordance with the Defence Liability Principles and the standard Defence methodology described in the Liability Risk Assessment template, both of which can be accessed at:**

**<http://drnet.defence.gov.au/casq/commercial/UndertakingProcurementinDefence/Pages/Liability-Risk-Management.aspx>.**

**The liability risk assessment provides the basis for determining the liability caps and insurance requirements in clauses 10.10 and 9 respectively of the draft COC.**

**Note to tenderers: Tenderers should familiarise themselves with the liability caps and insurance requirements in clauses 10.10 and 9 respectively of the draft COC. The liability caps and insurance requirements were determined by the Commonwealth based on a liability risk assessment conducted in accordance with the Defence Liability Principles and the standard Defence methodology described in the Liability Risk Assessment template, both of which can be accessed at:**

**<https://www1.defence.gov.au/business-industry/procurement/policies-guidelines-templates/liability-risk-management>.**

- 2.1 Tenderers are to specify the basis for Contractor liability that they propose will apply to any resultant Contract.
- 2.2 If a tenderer proposes to limit its liability on an alternative basis to that set out in clause 10.10 of the draft COC (eg, by proposing a liability limitation additional to those set out in clause 10.10), the tenderer is to conduct its own liability risk assessment applying the Defence Liability Principles and the standard Defence methodology described in the Liability Risk Assessment template, and provide the following details:

**ANNEX C TO ATTACHMENT A**

- a. 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 its proposed monetary cap for each category of loss/liability set out in clause 10.10.1 and 10.10.3 (if applicable) of the draft COC;
- b. 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
- c. 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: The ACIP Initiative permits tenderers with ACIP status to rely on the ACIP pre-qualification process as evidence of the tender's compliance with the draft COC insurance requirements that will be covered by a tenderer's ACIP. Information on the ACIP Initiative and the list of companies with current ACIP status is at:**

<https://www1.defence.gov.au/business-industry/procurement/policies-guidelines-templates/acip-initiative>.

**For tenderers without ACIP status, evidence of the tender's compliance with the draft COC insurance requirements should not be returned with the tender. This evidence will be sought only from the preferred tenderer(s) prior to negotiations.**

**Tenderers should note that on the basis of the details and pricing information provided by a tenderer, the Commonwealth may require that the tenderer's current insurance policies (or for tenderer's with ACIP status, those policies falling outside the tenderer's ACIP) be maintained or extended and any proposed insurance policies be obtained. The Commonwealth may also require that additional insurance policies be obtained following negotiations with a preferred tenderer.**

**Tenderers without ACIP Status:**

- 3.1 Tenderers without ACIP status that are selected as a preferred tenderer are to provide prior to negotiations all relevant details of current or proposed insurance policies required by the draft COC, including:
  - a. name of the insurer;
  - b. type of insurance;
  - c. terms and coverage of the insurance including person(s) insured, conditions and exclusions;
  - d. limits of indemnity per claim or occurrence and details of any aggregate limits or relevant sublimits which apply;
  - e. for a current policy, whether or not any past or current claims made under the policy have materially affected, or are likely to materially affect, the tenderer's ability to meet its obligations under any resultant Contract;
  - f. coinsurance, self-insured retention or deductible amounts; and
  - g. period of insurance.

**Tenderers with ACIP Status:**

- 3.2 Tenderers with ACIP status are to indicate in their Statement of Non-Compliance against TDR C-3 the extent to which their ACIP covers the types of insurances required by the draft COC
- 3.3 Tenderers with ACIP status that are selected as a preferred tenderer are not required to provide any details of those insurances required by the draft COC which a tenderer identifies as within the scope of its ACIP. However, the details set out in clause 3.1 of this annex are to be provided prior to negotiations for any insurance policy required by the draft COC that is outside the scope of its ACIP.

**All tenderers:**

- 3.4 All tenderers are to identify in their tendered prices detailed in TDR D2-1 details of all costs associated with the insurance policies covered in the tenderer's insurance response.



## ANNEX C TO ATTACHMENT A

## 4. DEFECT RECTIFICATION (OPTIONAL)

*Draft COC reference: clause 8.2 and 8.3*

**Note to tenderers: The Commonwealth may not require Defect coverage, in which case the amount nominated for such coverage will be deducted from the tendered price and will not be included in any resultant Contract.**

- 4.1 Tenderers are to provide details of the Defect rectification coverage being tendered where it differs from that sought in clause 8.2 of the draft COC.
- 4.2 Tenderers are to provide at Table D-2, the amount tendered to cover the Defect rectification provisions proposed by the tenderer, and if the premium varies from item to item, the premium is to be shown against that specific item.
- 4.3 Tenderers are to provide details of any warranties that are available from relevant manufacturers or suppliers that will extend beyond the end of the relevant Defect Rectification Period. Tenderers should identify any warranties of this nature in their tenders, including the additional cost (if any) associated with such warranties at Table D-2.

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

*Draft COC reference: clause 5*

**Note to drafters: As part of the evaluation process and before agreeing to include restrictions in the TDSR Schedule, drafters are to ensure the impact of those restrictions on the Commonwealth's ability to use the TD, Software and Contract Material do not adversely affect the sustainment requirements for the Products Being Supported. Further information on clause 5 of the draft COC can be found in the ASDEFCON Technical Data and Intellectual Property Commercial Handbook at:**

<http://drnet.defence.gov.au/casg/commercial/CommercialPolicyFramework/Pages/Handbooks.aspx>.

**The Commonwealth's default position is to not own IP created under any resultant Contract or Subcontract. However, in limited cases for national security and/or strategic interest reasons, the Commonwealth can require ownership of IP in specific items of TD or Software (eg, items or equipment must be identified at the system, subsystem or component level). Any such items of TD or Software must be specified in Annex D to the draft TDSR Schedule prior to RFT release.**

**The Commonwealth will also generally own any new IP created under any resultant Contract in relation to GFM or the Products Being Supported (see clause 5.1.3 of the draft COC). However, the Contractor (or its nominee) will own this IP if it already owns all of the existing IP in the GFM or the Products Being Supported or if Contractor ownership is specified in Attachment E (for GFM) or Attachment S (for Products Being Supported).**

**Note to tenderers: Tenderers are required to include a draft TDSR Schedule with their tender. Tenderers are to ensure that any restrictions set out in the draft TDSR Schedule do not materially limit achievement of the Commonwealth's sustainment objectives with respect to the Products Being Supported, affect the Commonwealth's rights contained at clause 5.3 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://www1.defence.gov.au/business-industry/procurement/policies-guidelines-templates/intellectual-property-framework>.

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

**Note to tenderers: Highly Sensitive TD and Highly Sensitive Software listed in Table 1 Annex A should only include that TD or Software, the disclosure of which would have a major adverse effect on the business of the Contractor or Approved Subcontractor and its commercial advantage. This TD or Software must be clearly identified at its lowest constituent / configuration item and linked to the TDL. Highly Sensitive TD and Highly Sensitive Software would generally**

## ANNEX C TO ATTACHMENT A

**already exist as at the Effective Date and not include TD or Software specifically created under the Contract for the Commonwealth.**

- a. Annex A - all items of TD and Software to be identified as Highly Sensitive TD and Highly Sensitive Software and all proposed restrictions that will apply to the Commonwealth's rights to Use and Sublicense the specified TD or Software;
- b. Annex B - all restrictions proposed limiting the:
  - (i) TD and Software rights to be granted under clause 5.3.3b(ix) of the draft COC; and
  - (ii) delivery of TD and Software to the Commonwealth or other persons under clause 5.13 of the draft COC;

**Note to tenderers: Tenderers should note that the Commonwealth may require that a Commercial Item be listed as a Key Commercial Item in Annex C, 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 sustainment of the Products Being Supported.**

- c. Annex C - any Key Commercial Items proposed to be provided as, or as part of, the Deliverables and the proposed licence terms in respect of the related Commercial TD and Commercial Software in accordance with clause 5.4.3 of the draft COC;

**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 sustainment of the Products Being Supported (Commonwealth TD or Commonwealth Software). If TD and Software is specified as Commonwealth TD / Commonwealth Software, then ownership of IP created under the Contract in respect of those items will vest in the Commonwealth.**

**If any Commonwealth TD or Commonwealth Software contains IP created outside the Contract and Subcontracts (which may include IP in existence prior to Effective Date), the Contractor is to grant a licence to the Commonwealth of that IP under clause 5.3 of the draft COC (subject to any proposed restrictions listed in Annex B). Tenderers should note that such restrictions should not prevent the use of the Commonwealth TD or Commonwealth Software as provided for in the Contract (see clause 5.16.1b of the draft COC).**

- d. Annex D - in relation to any items or equipment specified in Annex D 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 listing of Excluded Parties will only be agreed to by the Commonwealth in exceptional circumstances to prohibit certain competitors from being Commonwealth Service Providers for the sole purpose of the licences granted under clauses 5.3.3a and 5.7.1b(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.**

- e. Annex E - 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 5.3.3a and 5.7.1b(i) of the COC. The tenderer is to include the period of the restriction, which cannot be perpetual; and
  - f. Annex F - 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 5.18 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 known or anticipated by the tenderer at the time any resultant Contract would be executed, including a detailed explanation of how any such restrictions will not detrimentally impact the sustainment of the Products Being Supported.
- 5.3 Tenderers are to identify in their tender any Commercial TD and Commercial Software for which the licence to be granted to the Commonwealth for the purposes of clause 5.4.4 of the

**ANNEX C TO ATTACHMENT A**

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. CONFIDENTIAL INFORMATION (CORE)**

*Draft COC reference: clause 11.4*

- 6.1 Tenderers are to provide at Attachment N of the draft COC, a list of all Contract clauses and Contract outputs that they consider to be Confidential Information. For each clause or output to be included in Attachment N, tenderers are to justify their identification of the information as Confidential Information, explaining how it meets all four criteria listed in Attachment N to the draft COC.

**7. COMMITMENT LETTER (CORE)**

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

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

## ANNEX C TO ATTACHMENT A

## SCHEDULE 1

## COMMITMENT LETTER

(INSERT COMPANY LETTERHEAD ETC)

**Note to tenderers: The appropriate name and position title of the addressee will be advised at the time the letter is required to be provided to the Commonwealth.**

Dear (INSERT NAME),

(INSERT CONTRACT TITLE AND PROPOSED CONTRACT NUMBER)

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

As the (INSERT POSITION TITLE OF ADDRESSEE), you are accountable to the Australian Government for delivering capability for the Australian Defence Force and in doing so, you and the Commonwealth are relying on (INSERT SHORT NAME OF PARTY) to provide Services that will enable the (SHIP/AIRCRAFT/VEHICLE/SYSTEMS ETC) to achieve the required capability, maintain quality and safety, and to meet all of its obligations under the Contract.

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

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

**Option A: For when the Contract will be valued at more than \$10 million per year.**

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

**Option B: For when the Contract will be valued at more than \$50 million per year AND the contractor has a parent company.**

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

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

- I fully understand the nature and scope of (INSERT SHORT NAME OF PARTY) obligations under the Contract including:
  - the physical resources;
  - intellectual property and information requirements;
  - human resources (including the number of personnel and the requisite levels of skill and training); and
  - financial and program management resources;

**ANNEX C TO ATTACHMENT A**

necessary to provide the Services to support the **(SHIPS/AIRCRAFT/VEHICLES/SYSTEMS ETC)** in accordance with, and for the duration of, the Contract;

- that, based on diligent inquiries, **(INSERT SHORT NAME OF PARTY)** has the necessary physical, intellectual property, information, financial and human resources to provide Services to support the **(SHIPS/AIRCRAFT/VEHICLES/SYSTEMS ETC)** in accordance with the Contract;
- that **(INSERT SHORT NAME OF PARTY)** will ensure that it continues to have the necessary physical, financial, intellectual property, information, and human resources throughout the term of the Contract to provide Services to support the **(SHIPS/AIRCRAFT/VEHICLES/SYSTEMS ETC)** in accordance with the Contract;
- that **(INSERT SHORT NAME OF PARTY)** will ensure that it complies, and continues to comply, with the requirements of the Contract relating to:

**Note to drafters: the following list may need to be amended to suit the scope of Services required. For example, the second dot point applies when Engineering Services are included.**

- the full scope of Services to enable the operation and support of the **(SHIPS/AIRCRAFT/VEHICLES/SYSTEMS ETC)**;
- maintenance of and, if applicable, enhancements to the design function and integrity of the **(SHIPS/AIRCRAFT/VEHICLES/SYSTEMS ETC)** and its associated support resources;
- required performance levels needed to enable Defence to achieve the required rates of effort and level of Capability for the **(SHIPS/AIRCRAFT/VEHICLES/SYSTEMS ETC)**;
- the integrity and safety of the **(SHIPS/AIRCRAFT/VEHICLES/SYSTEMS ETC)**; and
- support for the Commonwealth Personnel operating and supporting the **(SHIPS/AIRCRAFT/VEHICLES/SYSTEMS ETC)**;
- that **(INSERT SHORT NAME OF PARTY)** has appropriate arrangements with subcontractors and access to intellectual property and information to provide the **(SHIPS/AIRCRAFT/VEHICLES/SYSTEMS ETC)** in accordance with the Contract, and will continue to do so for the duration of the Contract;
- that **(INSERT SHORT NAME OF PARTY)** has done a full risk assessment and has made adequate provisions to ensure that it has the people, processes and systems to provide the Services to support the **(SHIPS/AIRCRAFT/VEHICLES/SYSTEMS ETC)** in accordance with the Contract; and
- that **(INSERT SHORT NAME OF PARTY)** is financially sound and is not presently subject to any litigation that may affect its performance of the Contract.

I fully recognise the importance to the Commonwealth of **(INSERT SHORT NAME OF PARTY)** providing Services that will support and enable the **(SHIPS/AIRCRAFT/VEHICLES/SYSTEMS ETC)** to sustain the required levels of capability, within budget, while ensuring both quality and safety.

Yours sincerely

**(INSERT RELEVANT SIGNATORY)**

SIGNING ON BEHALF OF

**(INSERT COMPANY/PARENT COMPANY)**

## ANNEX D TO ATTACHMENT A

## FINANCIAL (CORE)

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

*Draft COC reference: clause 7 and Attachment B*

**Note to drafters: The Microsoft Excel® workbook 'Support Pricing Workbook' (SPTPW) supporting this TDR D requires some pre-population by the contract drafting team before release of the RFT. Further, if the drafting team has changed the name of the Workbook, drafters will need to update the references to it in the clauses and notes to tenderers within this annex.**

**Note to tenderers: The Microsoft Excel® workbook 'Support Pricing Workbook' (SPTPW) supporting this TDR D is designed to collect information suitable for use as the Annexes to Attachment B under any resultant Contract, inform the calculation of Australian Contract Expenditure (ACE) percentages, and enable the Commonwealth to complete its financial evaluation of the tendered response.**

- 1.1 Tenderers are to complete and submit tender pricing information within the Microsoft Excel® Workbook titled 'Support Pricing Workbook' (SPTPW) included as an appendix to this Annex D.

**Note to tenderers: It is Defence policy that when any proportion of the total price that is payable in source currency is significant, the applicable portions of the Contract are to be priced in their respective source currencies (see TDR D-8, 'Adjustments' for further information).**

- 1.2 Prices for tendered Services are to be stated in Australian dollars except for any portion of the Services to be imported from overseas, which is to be stated in foreign currency. Prices for tendered Services are to be stated on the basis that payments provided for under any resultant Contract will be subject to adjustments as described at TDR-8 and in accordance with clause 7.4 of the COC.

- 1.3 Tendered prices (including rates for ad hoc Services) are to be inclusive of all costs associated with providing the Services and carrying out all matters and doing all things necessary for the due and proper performance and completion of the proposed Contract. These include (except where expressly stated otherwise) all licence fees, royalty payments, overseas taxes, duties and charges, Australian (Federal, State and Local Government) taxes including GST, customs and other duties and charges and arranging customs clearance and services of representatives. Tenderers are not to include any contingency for exchange rate fluctuations in their tendered price.

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

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

- 1.4 Tenderers are to apply:
- the CASG 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 (noting the use of alternate deeming rates as per TDR-12).

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

## ANNEX D TO ATTACHMENT A

**advice on whether they will be required to be registered for GST purposes in accordance with the GST Act.**

**If a tenderer intends to exercise the option of appointing a resident agent to act on its behalf for GST purposes in accordance with clause 7.13 of the draft COC, tenderers are requested to provide the details of their proposed agent at TDR D-10.**

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

- 1.5 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 Services on which GST will be payable, the tenderer is to indicate the amount of GST to be applied.

## 2. PROPOSED MOBILISATION PAYMENTS AND MILESTONE PAYMENT SCHEDULE (CORE)

*Draft COC reference: clause 7 and Attachment B*

**Note to tenderers: A Mobilisation Payment will be considered by the Commonwealth when the tenderer can demonstrate that it is appropriate and represents value for money to the Commonwealth, such as when required for the building of new support infrastructure.**

- 2.1 If Mobilisation Payments will be sought for any resultant Contract, tenderers are to state the amount, purpose(s) of and date of the proposed Mobilisation Payments.

**Note to drafters: Drafters should populate the 'Milestone Schedule' worksheet of the SPTPW with known Milestones, such as Operative Date. Drafters should ensure consistency between the SPTPW and the Milestones described in Attachment C. Attachment C is to list the Milestone date, entry and exit criteria, and whether or not a Milestone will be a Stop Payment Milestone.**

**Note to tenderers: Subject to negotiations, the preferred tenderer's Milestone Schedule details will be included at Annex A to Attachment B to the COC. When a Milestone is used to identify the start of a pricing period (including Ramp Up stages) for Recurring Services, tenderers should ensure consistency between the Milestone criteria (draft Attachment C) and the requirements for commencing and providing those Recurring Services (as priced in response to TDR D-3).**

- 2.2 Tenderers are to provide a Milestone schedule in the form of the 'Milestone Schedule' worksheet of the SPTPW that includes:
- for the identified Milestones, the amount of each proposed Milestone Payment in applicable source currencies, or a zero amount if there is no Milestone Payment (ie, the Milestone only identifies the start of a payment period for Recurring Services Fees); and
  - any additional proposed Milestones, with corresponding details.

**Note to tenderers: Subject to negotiations, the successful tenderer's response to clause 2.3 will be incorporated into Attachment C (Delivery Schedule) to the draft COC.**

- 2.3 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 list of Milestones included in the 'Milestone Schedule' worksheet of the SPTPW and any Milestones as set out in Attachment D to the draft COC.
- 2.4 When completing the 'Milestone Schedule' worksheet and Attachment C, as required by clauses 2.2 and 2.3 respectively, tenderers are to:
- if a proposed Milestone date is considered unsuitable or if no date is proposed, identify a preferred or best date for achieving the Milestone, having regard to other commitments;

## ANNEX D TO ATTACHMENT A

- b. propose additional Milestones as may be required, and further describe these within the RFT response (including within draft plans and/or schedules, as applicable); and
- c. if a Milestone is used to designate the start of a payment period in Recurring Services (eg, a stage in Ramp Up for Core Services or Excluded Services), detail the Milestone entry – exit criteria that will enable progression to that payment period.

## 3. PROPOSED RECURRING SERVICES FEES (CORE)

**Note to drafters: Drafters should develop the 'Core Services' worksheets of the SPTPW to provide a suitable high-level breakdown of the Core Services Fee for each expected pricing period (including any expected Ramp Up stages) during the Initial Term.**

- 3.1 **Core Services Fee.** Tenderers are to complete the 'Core Services' worksheets of the SPTPW, from commencement of these fees until the completion of the Initial Term of the draft Contract.

**Note to tenderers: A separate worksheet is required for Core Services for each payment period, including the stage during the Ramp Up period (if applicable) and subsequent periods during the Initial Term (often aligned to annual Adjustment Dates). The start of each Ramp Up stage, when applicable, should correspond to a Milestone (including entry – exit criteria) included in the tenderer's response to TDR D-2 and draft Attachment C. Subject to negotiations, the preferred tenderer's Core Services Fee details will be included in Annex B to Attachment B to the draft COC. Refer to the SPTPW for instructions.**

- 3.2 When defining the Core Services Fees within the SPTPW 'Core Services' worksheets, as required by clause 3.1, tenderers are to:
- a. apply a pricing breakdown structure that is consistent with the Contract Summary Work Breakdown Structure defined in the draft Glossary, and the guidance included in Annex A to DID-SSM-CWBS;
  - b. provide sufficient detail to demonstrate to the Commonwealth that the tenderer has captured the full scope of the Core Services; and
  - c. amend and insert additional worksheets, as required, to define the payment periods for Core Services Fees (including for stages within any proposed Ramp Up that increase the range and/or scale of the Core Services provided).

**Note to drafters: Refer to the note to tenderers. Drafters should populate the 'Excluded Services' worksheet of the SPTPW to identify any expected Excluded Services Fees. In relation to GFF the Commonwealth should, if possible, identify the related fees that will be applicable as the basis for an Excluded Services Fee. Drafters should also identify related events (eg, handover of GFF to a contractor) as a Milestone in draft Attachment C.**

**Note to tenderers: Excluded Services Fees apply to costs that are 'passed through' to the Commonwealth without profit but which may incur general and administrative charges. These may include lease fees or fixed utilities contributions for Government Furnished Facilities (GFF) or any other 'pass through' costs. Excluded Services Fees are not included in the At-Risk Amount that is used for the calculation of Performance Payments.**

**When any resultant Contract would include Milestones that start or change the scope of the Excluded Services Fee (eg, occupation of GFF, which may commence before the Operative Date) and these are not included in the SPTPW, additional details should be added to the worksheet to define the Excludes Services Fees. Once the full amount of the Excluded Services Fee is payable, details should be prepared for each subsequent year, aligned to the Adjustment Dates.**

- 3.3 **Excluded Services Fee.** If Excluded Services Fees will apply to any resultant Contract, tenderers are to complete the 'Excluded Services' worksheet of the SPTPW, from the commencement of these fees until the completion of the Initial Term of the draft Contract.
- 3.4 When defining the Excluded Services Fees within the SPTPW 'Excluded Services' worksheet, as required by clause 3.3, tenderers are to:
- a. amend the worksheet to define the payment periods for Excluded Services Fees (including stages within Phase In and/or any proposed Ramp Up used to identify changes in Excluded Services Fees);



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- b. define the events that designate the start of each payment period for Excluded Services Fees as Milestones in draft Attachment C (including Milestone entry and exit criteria).

## 4. PROPOSED TASK-PRICED SERVICES (OPTIONAL)

**Note to drafters: Drafters should populate the item descriptions in the 'Task Priced Services' worksheet of the SPTPW, where known, including for any tasks identified in the SOW or DSDs as Task-Priced Services. Task-Priced Services are stand-alone tasks of known effort (and cost), but unknown and/or irregular occurrence (eg. for the purchase of particular repairable items or the delivery additional Training courses).**

**Note to tenderers: Subject to negotiations, the preferred tenderer's Task-Priced Services Fees will be included in Annex D to Attachment B to the draft COC. The list should include all known Task-Priced Services, not only those likely to occur in the first year of any resultant Contract.**

- 4.1 Tenderers are to complete the 'Task Priced Services' worksheet of the SPTPW.

## 5. SURVEY AND QUOTE SERVICES (CORE)

**Note to tenderers: Subject to negotiations, the preferred tenderer's rates for S&Q Services will be included in Annex E to Attachment B to the draft COC, to be used as the basis for providing quotes under clause 3.14 of the draft COC.**

- 5.1 Tenderers are to complete the 'S&Q Services' worksheet of the SPTPW, including the:
  - a. Schedule of Labour Rates for Survey and Quote Services; and
  - b. Margins for S&Q Services (defining mark-up rates for materials, Subcontracts and other Allowable Costs).
- 5.2 When defining the S&Q labour rates within the SPTPW, as required by clause 5.1, tenderers are to identify all of the labour categories and skill levels expected to carry out the S&Q Services described in the draft SOW (including DSDs) and provide an hourly rate for both normal time and other time.
- 5.3 Tenderers are to define 'normal time' and 'other time' to be used for the purposes of calculating the price of S&Q Services (eg, normal time is 8 hrs/day any Working Day between 07:00 – 19:00).

**Note to drafters: If materials are to be supplied by the Contractor, drafters should request a price list to be included under this section to cover those materials that are known. Insert the threshold amount for mark-ups into the following note to tenderers and in the 'Margins for Survey and Quote amounts' table on the 'S&Q Services worksheet of the SPTPW.**

**Note to tenderers: The Commonwealth prefers differential mark-ups on Contractor purchased Materials, Subcontracts and other Allowable Costs so that higher value purchases attract a lower percentage mark-up. Purchases shall not be split to remain under any thresholds set. Mark-ups on purchases over [INSERT AMOUNT] will be negotiated.**

- 5.4 In regards to the mark-ups for materials, Subcontracts and other Allowable Costs within the 'Margins for S&Q Services' table, tenderers are to explain the basis for the mark-ups, including in comparison to the margins for Recurring Services in the 'Schedule of Margins' worksheet.

## 6. ITEMS FOR WHICH SPECIFIC PRICES ARE REQUIRED (CORE)

**Note to drafters: Drafters should consider items that require specific prices to be tendered and update the Specific Price Descriptions in the 'Specific Prices' worksheet as required. Labels 'Optional', 'Core' and 'RFT Core' assist in tailoring (delete these before RFT release).**

- 6.1 Tenderers are to complete the 'Specific Prices' worksheet of the SPTPW.

## 7. PROPOSED PAYMENT SCHEDULE (CORE)

**Note to tenderers: The Commonwealth uses the Proposed Payment Schedule to gain a better understanding of the cash flow requirements of any resulting Contract.**

- 7.1 Tenderers are to detail how the proposed payment regime relates to the tenderer's anticipated work progress and cash flow under any resultant Contract.

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- 7.2 Tenderers are to complete the 'Proposed Payment Schedule' worksheet of the SPTPW to provide a consolidated schedule of payments.

## 8. ADJUSTMENTS (CORE)

*Draft COC reference: clauses 7.3 and 7.4*

**Note to drafters: Prior to RFT release, confirm with Financial Investigation Services (FIS) that the foreign exchange rates included in the SPTPW 'Constants' worksheet are current and suitable for the purposes of the tender.**

**Note to tenderers: Subject to negotiations, the preferred tenderer's indices and component weightings for adjustment calculations will be included in Annex F to Attachment B to the draft COC.**

**When payments under any resultant Contract will include significant component costs in foreign currencies, it is Defence policy to pay those amounts in the source currency rather than Australian dollars (including to avoid contingency funding or currency hedging under any resultant Contract – see 'Australian Government foreign exchange risk management – guidelines for entities – Resource Management Guide (RMG) 120' and the CASG Cost Principles):**

- <https://www.finance.gov.au/government/managing-commonwealth-resources/managing-risk-internal-accountability/foreign-exchange-risk-management>;
- <https://www.defence.gov.au/business-industry/procurement/policies-guidelines-templates/cost-principles>.

**The Commonwealth will only make payments in Australian currency when the foreign currency amounts are insignificant, in which case the Contract may be written in Australian dollars with adjustments allowed for exchange rate fluctuations. What is 'significant' will be determined by Defence following receipt of tenders; however, costs of AUD\$1 million or more per annum may be considered significant.**

**For the purposes of evaluation, any foreign currency element of a tendered price for which an exchange rate is not included in the 'constants' worksheet of the SPTPW, may be added to the 'constants' worksheet by replacing one of the foreign currencies that will not be used (this preserves the functionality of the workbook). Exchange rates will be updated with the spot rate of exchange against the Australian dollar, as quoted by the Reserve Bank of Australia, at the Base Date.**

- 8.1 Tenderers are to populate the SPTPW using, as applicable:
- a. Australian dollars; and
  - b. foreign currencies, for all significant cost components where the applicable goods and services will be sourced in foreign currency.

**Note to tenderers: If the Commonwealth determines that portions of the pricing for any resultant Contract will require adjustment for exchange rate fluctuation (ie, the cost is based in foreign currency but will be paid in \$AUD), the Commonwealth will negotiate appropriate provisions with the successful tenderer.**

- 8.2 Tenderers are to provide the following information which will be necessary in the event that any resultant Contract is written in Australian dollars and the payments provided for under any resultant Contract are subject to adjustment for exchange rate fluctuations:
- a. percentage of the tendered price (inclusive of all duties and charges) that is proposed to be subject to adjustment for exchange rate fluctuations (as a percentage of the tendered price and per currency if applicable);
  - b. exchange rate upon which the tendered price is based: \$A1 = (foreign currency); and
  - c. name and address of the bank or financial institution whose rates have been used in tender preparation or are proposed to be applicable to any resultant Contract, including reasoning, if different from or additional to those included in the 'constants' worksheet of the SPTPW.

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*Draft COC reference: clause 7.4*

**Note to tenderers: The prices of any resultant Contract will be subject to the proposed adjustment reflecting fluctuations in the cost of labour and materials in accordance with the proposed formulae at clause 7 of Attachment B to the draft COC. Workplace enterprise bargaining agreements are not considered to be awards for the purposes of the formula for fluctuations in the cost of labour.**

- 8.3 Tenderers are to provide the following details in relation to the proposed formulae contained at clause 7 of Attachment B to the draft COC:
- a. acceptability or otherwise of the formulae; and
  - b. if unacceptable, any proposed alteration(s) or alternative(s).
- 8.4 Tenderers are to review the indices proposed by the Commonwealth in the 'Adjustments' worksheet of the SPTPW and, if applicable, propose any preferred alternative or additional indices. In proposing preferred indices, tenderers should take into consideration the notes provided following the formula at clause 7 of Attachment B to the draft COC.

**Note to drafters: The SPTPW includes two options for specifying indices for Adjustments; a simple method and a more complex method. Refer to Attachment B and the SPTPW for further details. If the more complex method is required (eg, to provide greater accuracy for Prescribed ACE Percentages), drafters should include the following optional clause. If a Contractor Standing Capability (CSC) module is included in the draft Contract, amend the following clause to include indices for the CSC worksheet.**

**Option: Include this option when using the more complex Adjustments worksheet.**

- 8.5 Tenderers are to identify, in the Adjustments worksheet of the SPTPW, which indices would be applied to different prices within the Core Services, Excluded Services, Task-Priced Services, S&Q Services and Milestone Schedule worksheets.

**Note to tenderers: The Commonwealth wants to understand the component values or 'weightings' applicable to the indices used for Adjustments to assist in forecasting the out-turned price of any resultant Contract.**

- 8.6 Tenderers are to identify the component values (weightings) that would be applied to each labour and materials index included in the Adjustments worksheet.

## 9. SECURITIES (CORE)

*Draft COC reference: clauses 7.5, 7.6, and 7.7*

**Note to tenderers: The draft conditions of contract requires both a Bank Guarantee in respect of the Contractor's performance and a Deed of Guarantee and Indemnity. Tenderers should note that whether the Commonwealth requires the Contractor to provide both types of security will be determined during negotiations with the preferred tenderer and based on the risk profile associated with the preferred tenderer's provision of the Services. The Commonwealth expects it will only require both a Bank Guarantee in respect of the Contractor's performance and a Deed of Guarantee and Indemnity where it is assessed as necessary in the circumstances.**

**If the tenderer proposes the payment of a Mobilisation Payment in the Schedule of Payments in this Annex, the Commonwealth will require a non-reducing Bank Guarantee for 50% of the amount of the Mobilisation Payment in accordance with clause 7.4 of the draft COC.**

**The Commonwealth may not require any of the securities requested in the draft COC in which case the amount nominated for such securities will be deducted from the tendered price and will not be included in any resultant Contract.**

**If the tenderer has a Master Guarantee and Indemnity Deed with Defence, the tenderer can elect to have the Master Guarantee and Indemnity apply to any resultant Contract. If the tenderer has pre-agreed with Defence amendments to the template Bank Guarantee Deed, the tenderer should**

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**indicate which alterations it is seeking are pre-agreed. Information on the Master Guarantee Program is available at:**

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

- 9.1 Tenderers are to provide the following details in relation to the proposed Bank Guarantee and Deed of Guarantee and Indemnity contained in Annexes D and E to Attachment I to the draft COC:
- a. acceptability or otherwise of the security deeds;
  - b. any proposed alterations or alternatives;
  - c. proposed promisor for the Bank Guarantee, if applicable;
  - d. proposed Guarantor for the Deed of Guarantee and Indemnity, if applicable; and
  - e. where the tenderer is an approved participant in the Master Guarantee and Indemnity Program, whether the tenderer proposes that the tenderer's Master Guarantee and Indemnity be used for the draft Contract.

## 10. AGENCY ARRANGEMENTS (CORE)

*Draft COC reference: 7.13*

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

- 10.1 Tenderers are to state whether they have entered into or propose to enter into agency arrangements relevant to any resultant Contract, including any agency arrangement for GST purposes in accordance with clause 7.13 of the draft COC. If so, tenderers are to provide the following details:
- a. in the event that the agent is a company, the name, ACN/ARBN and ABN as applicable, and registered office of the agent;
  - b. in the event the agent is not a company, the name and address of the agent and if the agent is also not a natural person, an explanation of the legal personality of the agent (eg, partnership, etc);
  - c. the basis of the arrangement; and
  - d. the extent to which provision has been made for any payments in respect of the arrangements to be included, however indirectly, in the prices tendered.

## 11. AUSTRALIAN CONTRACT EXPENDITURE (CORE)

*Draft COC reference: Attachment B clause 8, Attachment F clause 4*

**Note to drafters: If Recurring Services are expected to be AUD \$20m or more per annum, then tenderers may need to submit Prescribed ACE Percentages; refer to TDR H for details. If not applicable, remove reference to Prescribed ACE Percentages in the following note to tenderers.**

**Note to tenderers: The draft Contract requires measurement of Australian Contract Expenditure (ACE) for a number of payment types. If the value of the Recurring Services is expected to be AUD \$20m or more per annum, any resultant Contract will also be required to include Prescribed ACE Percentages that are derived from, but which may be different to, the calculated ACE percentage for Recurring Services. If Prescribed ACE Percentages are applicable, refer to Annex H to Attachment A to the COT.**

- 11.1 When preparing the SPTPW, tenderers are to determine the planned Australian Contract Expenditure (ACE) and the planned Imported Contract Expenditure (ICE) for the applicable payment types for any resultant Contract, in accordance with clause 7.15 of the draft COC.

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**Note to drafters: In clause 11.2, reference to the Contractor Standing Capability at clause 11.2d should be deleted if not applicable to the draft Contract.**

**Note to tenderers: In relation to Australian Industry Capability (AIC), the Commonwealth wishes to assess the overall ACE of the tendered proposal. Note that ACE, as a financial measure, is only one aspect of the AIC program. Completing the ACE Summary worksheet in the SPTPW requires monthly payment amounts to be copied from related worksheets to produce a month-by-month payment and ACE profile. Note that the sum of the Recurring Services Fees (for Core Services and any Excluded Services) and Milestone Payments equate to the Defined Contract Value.**

- 11.2 Tenderers are to complete the ACE Summary worksheet of the SPTPW for the Initial Term of any resultant Contract (using monthly payment and ACE values from related worksheets), and provide the resulting payment and ACE total values for each of the following payment types (as applicable):
- a. Core Services Fees;
  - b. Excluded Services Fees;
  - c. Milestone Payments (including for Phase-In Services); and
  - d. Contractor Standing Capability Fees (for the initial CSC Term).

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**Note to drafters: If the Recurring Services Fee for the Contract is expected to exceed A\$20 million per annum, then Prescribed ACE Percentages will be included at Attachment F and the following option is to be included to collect related pricing data.**

**Option: Include this option if the Contract WILL include Prescribed ACE Percentages.**

**Note to tenderers: The ACE measurement periods to be included in the format of Table D-1 (below) should be the same as the periods for the Core Services worksheets in the SPTPW, and match those tendered in response to TDR H-3 (refer to Table H-1). The Prescribed ACE Percentages, to be tendered in response to TDR H-3, may be different to but should be consistent with the calculated ACE percentages to be provided in the format of Table D-1. Values for planned ACE in each period will be available from the Pricing Schedule worksheet of the SPTPW. The values for planned ICE can be determined as the total contract expenditure calculated (for a given point in time), less the planned ACE, equals the planned ICE.**

- 11.3 Tenderers are provide, in relation to Recurring Services Fees (including Core Services Fees and, if applicable, Excluded Services Fees) for the Initial Term of any resultant Contract, calculated ACE Percentages that would be applicable to each ACE Measurement Point, in the format of Table D-1, where:
- a. ACE measurement periods (column a), including each ACE Measurement Point, correspond to the pricing periods applicable to each schedule for Core Services Fees as tendered in response to TDR D-3 (above);
  - b. the planned ACE amount (column b) and the planned ICE amount (column c) for the applicable ACE measurement period, have been determined in accordance with clause 11.1 and the values have been determined from the Proposed Payment Schedule required by TDR D-7 (and corresponding Core Services and Excluded Services worksheets in the SPTPW); and
  - c. a calculated ACE percentage (column d), calculated in accordance with clause 8.1.1 of Attachment B to the draft COC.

**Table D-1: ACE Measurement Points and calculated ACE percentages**

ACE measurement period (a)		Planned ACE (\$) (b)	Planned ICE (\$) (c)	Calculated ACE% (d)
Start	ACE Measurement Point			
				( )%
				( )%
				( )%
				( )%

- 11.4 Tenderers are to provide justification for any difference between the calculated ACE percentages provided in response to clause 11.3, and the Prescribed ACE Percentages tendered in response to clause 3 of Annex H to Attachment A to the COT.

**12. ALTERNATE AND ADDITIONAL DEEMING RATES (CORE)**

*Draft COC reference: Attachment B clause 8.2*

**Note to tenderers: Table B-2 under clause 8.2 of Attachment B may be pre-populated with some alternate and/or additional Subcontract categories, thresholds and deemed ACE and ICE percentages to those listed in the ACE Measurement Rules. Tenderers may also propose alternate and/or additional Subcontract categories, thresholds and deemed ACE and ICE percentages that, subject to confirmation by Defence’s Financial Investigation Services (FIS), will be considered for use under any resultant Contract. If FIS has previously confirmed proposed alternate and/or additional Subcontract categories, thresholds and deemed ACE and ICE percentages for a tenderer, and the same Subcontractor(s) will be used for the proposed Contract, for a like purpose, then these confirmed rates may be used in the tendered pricing information and the tenderer should note that these have already been confirmed. Any new**

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**proposed deeming rates must be confirmed by FIS prior to inclusion in any tendered pricing and/or any resultant Contract.**

- 12.1 Tenderers may propose alternate and/or additional Subcontract categories, thresholds and deemed ACE and ICE percentages to those listed in section 3 of the ACE Measurement Rules and, if applicable, clause 8.2.1 of draft Attachment B, by providing a response in the format of Table D-2. Subject to confirmation, these alternate and/or additional Subcontract categories, thresholds and deemed ACE and ICE percentages will be considered by the Commonwealth for inclusion in clause 8.2 of Attachment B of any resultant Contract.

**Table D-2: Approved Alternate and Additional Deeming Rates**

Nature of cost category / Subcontractor work	Applicable Threshold (GST exclusive)	Deemed Australian Contract Expenditure and Imported Contract Expenditure	
		Australian Contract Expenditure	Imported Contract Expenditure
(...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 indirect costs to be deemed for Contractors and specific Subcontractors at different ACE and ICE percentages to those listed in the ACE Measurement Rules. If the tenderer proposes to use any such alternate deeming rates for indirect costs within the tendered pricing information, these need to have been confirmed by FIS and included below. Any proposals for new deeming rates will only be considered during contract negotiations with the preferred tenderer(s) and may be included in any resultant Contract at clause 8.2 of Attachment B.**

- 12.2 Where alternate deeming rates for indirect costs (including overhead and general and administrative costs) have been confirmed by Defence's Financial Investigation Services (FIS) team, and the tenderer has used these in calculating ACE and ICE for the tenderer and/or proposed Approved Subcontractors within the proposed pricing, the rates and date of confirmation are to be identified in accordance with the format in Table D-3.

**Table D-3: Deeming Rates for Indirect Costs**

Entity Name	Deemed ACE percentage	Deemed ICE% percentage	Date of confirmation by FIS
(... INSERT CONTRACTOR NAME ...)	(...INSERT %...)	(...INSERT %...)	(...DATE...)
(... INSERT SUBCONTRACTOR NAME ...)	(...INSERT %...)	(...INSERT %...)	(...DATE...)

## ANNEX E TO ATTACHMENT A

## RESPONSE VOLUME: GENERAL (CORE)

## 1. PAST PERFORMANCE (CORE)

**Note to drafters: The Performance Exchange Scorecard Program is currently undergoing redevelopment. Drafters should seek advice via [supplier.rating.system@defence.gov.au](mailto:supplier.rating.system@defence.gov.au) and update the below clauses for any replacement program details as necessary.**

**Drafters may choose to insert the text below as a Note to tenderers for any approach to market that needs to be progressed in advance of the replacement program being available:**

**“Note to Tenderers: The Performance Exchange Scorecard Program is currently undergoing redevelopment. Please note the Commonwealth may require the replacement program for the Performance Exchange Scorecard to be incorporated into the draft Contract prior to signature. This may be done via amendment to this RFT or as part of contract negotiations.”**

**Note to tenderers: The information requested in TDR E-1 will be used to assess each tenderer’s ability to perform any resultant Contract. The Commonwealth may also refer to additional information relating to a tenderer’s or proposed Approved Subcontractor’s past performance of contractual obligations obtained from other sources. Tenderers should refer to the Performance Exchange Scorecard policy at:**

**<https://www1.defence.gov.au/business-industry/industry-programs/performance-exchange-scorecard>.**

**Note to drafters: Insert the number of contracts below. In a limited market with few users (eg, only for Defence), the number of contracts will be small.**

- 1.1 Tenderers are to provide a summary list of up to [...**INSERT NUMBER, EG, three...**] relevant and recent (ie, completed within the last five years) or current contracts which may be:
  - a. Australian Defence contracts (whether as prime contractor or as a subcontractor in relation to a Defence contract);
  - b. contracts from reference sites nominated by tenderers; or
  - c. a combination of the contracts mentioned in clauses 1.1a and 1.1b.
- 1.2 Tenderers should list their highest value contracts and should include the following details:
  - a. contract title and number, including details of the reference site (if any) to which the contract relates;
  - b. contract (or project) name and number or procurement entity (if not Defence);
  - c. responsibility as either prime contractor/subcontractor;
  - d. description of product or service provided;
  - e. contract (or subcontract) commencement and completion dates;
  - f. dollar value of contract (initial and latest agreed value); and
  - g. company division, the location and the nature of work.
- 1.3 Tenderers who have Performance Exchange Scorecards held by Defence, are to refer to any ‘marginal’ or ‘unsatisfactory’ ratings in their Performance Exchange Scorecard and provide the Commonwealth with strategies through which they have or will implement performance improvements for any resultant Contract and the company’s performance overall. In addition, tenderers are to indicate if they have been a contractor or subcontractor to a project that has been listed as a Project of Concern within the last three years.
- 1.4 Tenderers are encouraged to also provide details of more highly rated Defence contracts, and of the factors relevant to the superior performance of those contracts, if such information is relevant to the RFT.
- 1.5 Tenderers who have proposed Approved Subcontractors who have Performance Exchange Scorecards held by Defence, which are relevant to the performance of the draft Contract, are to provide the Commonwealth, in relation to any ‘marginal’ or ‘unsatisfactory’ ratings in the Approved Subcontractor’s Performance Exchange Scorecard, to the extent known to the



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tenderer, with strategies through which the tenderer will ensure that the Approved Subcontractor will implement performance improvements for any resultant Contract and the company's performance overall. In addition, tenderers are to indicate if the proposed Related Bodies Corporate or Approved Subcontractors have been a contractor or subcontractor to a project that has been listed as a Project of Concern within the last three years.

- 1.6 A tenderer may provide brief additional information on its or a proposed Approved Subcontractor's, past performance relevant to the tenderer demonstrating its ability to perform any resultant Contract. The Commonwealth may consider this information at its sole discretion.
- 1.7 A tenderer is to provide a statement as to whether or not it, or any proposed Approved Subcontractors, have had any contracts with the Commonwealth terminated early for any reason in the last five years. The statement is to include a description of the circumstances of any terminations.

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

*Draft SOW reference: clause 3.2.3*

**Note to drafters: Include this requirement if a CWBS has been included in the draft SOW. The draft CWBS can be an important tender deliverable for confirming that the tenderer has fully understood the scope of work and for understanding the tendered price.**

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

- a. tenderers would have sound programmatic, cost and schedule control mechanisms in place under any resultant Contract; and
- b. Subcontractors' work activities would be consistent with and integrated into the CWBS.

**Tenderers should note that DID-SSM-CWBS requires the CWBS to be derived from the Contract Summary WBS (CSWBS) breakdown at Attachment M to the Contract. The CWBS then forms the basis of the Prices for Recurring Services in Annex D to Attachment A of the COT.**

- 2.1 Tenderers are to provide a draft Contract Work Breakdown Structure (CWBS) and CWBS Dictionary, in accordance with DID-SSM-CWBS and based on the Contract Summary WBS (CSWBS) elements in Attachment M to the draft Contract, including those below:

**Note to drafters: Drafters should amend this CSWBS (and the WBS Dictionary at Attachment M to the draft COC) to reflect the high-level breakdown (ie, level 2) of the required work. CSWBS definition below level 2 should be avoided to allow tenderers the latitude to express how they wish to structure work. Drafters should ensure that the CSWBS structure below is consistent with the price breakdown for Recurring Services in Annex D to Attachment A of the COT.**

- a. Operating Support;
  - b. Engineering Support;
  - c. Maintenance Support;
  - d. Supply Support;
  - e. Training Support;
  - f. Support Resources; and
  - g. Support Services Management.
- 2.2 The draft CWBS is to contain as much detail as is necessary to demonstrate an understanding of the work effort required to successfully achieve the end objective of any resultant Contract and to ensure that program controls are integrated with cost and schedule controls.
- 2.3 The draft CWBS is to be prepared and 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).
- 2.4 The CWBS Dictionary is to be keyed to the CWBS index and is to define the scope of each CWBS element in the CWBS.

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## 3. SUPPORT SERVICES MASTER SCHEDULE (OPTIONAL)

*Draft SOW reference: clause 3.2.2*

**Note to drafters: The Support Services Master Schedule (SSMS) is optional. If the draft Contract has no significant milestones, then an SSMS and this TDR may not be required and this requirement can be replaced with 'Not used'. Note also that a draft Phase In Plan and draft Ramp Up Management Plan (from TDR G-3) should address the activities and events required to establish Services, including the Operative Date.**

**Where the Services will support an annual work plan, fleet availability or deployment plan (or similar) details should be provided with the RFT to enable the draft SSMS to be developed.**

**Note to tenderers: The Commonwealth needs to:**

- a. **understand the tenderer's time-based sequence of activities;**
- b. **assess the level of schedule risk associated with the tenderer's proposal (including proposed Subcontractors);**
- c. **ensure that time estimates and dependencies are realistic and consistent with the tenderers proposed staff/skills profile; and**
- d. **ensure that the proposed Subcontractors' time-based sequence of activities are realistic and consistent with the Support Services Master Schedule (SSMS).**

3.1 Tenderers are to provide a draft Support Services Master Schedule (SSMS) (in both hard copy and soft copy) in accordance with DID-SSM-SSMS (with sufficient detail to meet the requirements described in clauses 3.2 to 3.3) in the form of a Gantt Chart in Microsoft Project, Open Plan Professional or other agreed scheduling software.

3.2 The draft SSMS is to include a description of each Milestone (where applicable), identification of the organisation primarily responsible for its accomplishment (Contractor, Subcontractor or Commonwealth), and a scheduled date/period for its accomplishment.

3.3 The draft SSMS is to contain as much detail as necessary to demonstrate an understanding of the work effort and schedule control required to successfully complete any resultant Contract.

## 4. KEY STAFF POSITIONS (CORE)

*Draft COC reference: clause 3.12*

*Draft SOW reference: clause 9.1*

**Note to tenderers: The Commonwealth needs assurance that the tenderer understands the staff-related risks and risk drivers in the draft Contract and that the successful tenderer can fill the Key Staff Positions with Key Persons in the required timescale.**

**Key Staff Positions would normally include the Engineering Manager, Maintenance Manager, the Software Development Manager (for contracts containing a significant software component), and any key domain experts such as Safety experts, etc. Key Staff Positions would also apply to those skills for which there is an industry shortage.**

4.1 Tenderers are to identify Key Staff Positions for any resultant Contract based on the activities in the draft Contract and the perceived risks.

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

4.3 Tenderers are to identify the numbers of staff meeting the person components of the position/person specifications for each Key Staff Position identified in response to clause 4.1, for the organisational entity (including proposed Subcontractors), and the numbers of staff actually executing the relevant tasks of the Key Staff Positions their current roles.

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**Note to drafters: Choose an option based on the need to identify Key Persons, by name, in the tender response. Having named individuals can improve confidence in tender responses, but may have less relevance if Operative Date will not occur in the short term; for example, if the Contract (Support) commences several years after a Contract (Acquisition).**

**Option A: Include when potential Key Persons do not need to be identified by name.**

- 4.4 Tenderers are to describe their strategy to fill the Key Staff Positions identified in response to clause 4.1.

**Option B: Include when potential Key Persons are to be identified by name.**

- 4.5 Tenderers are to nominate the Key Persons proposed to fill the Key Staff Positions identified in response to clause 4.1. Tenderers are to also provide a brief description of the proposed Key Persons, explaining how their qualifications and experience will meet the requirements of that Key Staff Position.
- 4.6 Where the tenderers do not nominate personnel to fill the Key Staff Positions in response to clause 4.5, tenderers are to describe their strategy to fill the Key Staff Positions.

## 5. STAFF/SKILLS PROFILE (OPTIONAL)

*Draft SOW reference: DID-SSM-SSMP clause 6.2.4*

**Note to drafters: A staff/skills profile should be requested in medium-to-large support contracts (eg, more than \$10m per year for Recurring Services).**

**Note to tenderers: The Commonwealth needs to understand the tenderer's proposed staff/skills profile to assess the staffing-related risks associated with the tenderer's offer, including in relation to implementation and achieving the required Outcomes.**

- 5.1 Tenderers are to provide aggregate, labour-category-based, time-phased plans for the use of human resources in the performance of any resultant Contract, which:
- identifies the staffing requirements on a month-by-month basis;
  - is consistent with the work identified in the SSMS provided in response to TDR E-3; and
  - breaks down the staff requirements into the labour categories identified by the tenderer, including those labour categories identified in response to TDR D-5 (eg, support services management, commercial, and the various trades associated with each of the Support System Constituent Capabilities).
- 5.2 Tenderers are to separately provide the information required by clause 5.1 for any proposed Approved Subcontractors that would undertake significant elements of the required Services under any resultant Contract.
- 5.3 Tenderers are to provide each of the staff/skills profiles in Microsoft Excel or the scheduling software used in response to TDR E-3.

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

*Draft SOW reference: clause 3.7*

**Note to tenderers: The Commonwealth needs to understand the tenderer's assessment of the risks associated with the implementation of any resultant Contract, particularly the budget and schedule allocated to treat risks and the residual risk exposure.**

- 6.1 Tenderers are to provide a risk register prepared in accordance with DID-SSM-SSMP, which summarises the tenderer's assessment of the risks associated with the performance of any resultant Contract, including in relation to technical, commercial, legal, financial, operational and schedule aspects, and risks relating to health, safety and the Environment.

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## 7. QUALITY STATEMENT (CORE)

*Draft SOW reference: clause 11*

**Note to tenderers:** *The successful tenderer will be required to have, at the Operative Date, a Quality Management System (QMS) Certified to AS/NZS ISO 9001:2016 'Quality Management Systems – Requirements', appropriate for the scope of work under any resultant Contract.*

*If Software and firmware design changes are included in the draft Contract scope, the QMS will need to be structured to control software development by the application of suitable guidelines or development standards agreed by the Commonwealth. Examples of suitable software development guidelines include the 'Standards Association of Australia (SAA) Handbook HB 90.9 Software Development - Guide to ISO 9001:2000' or similar guidelines published by appropriate standards bodies and as agreed to by the Commonwealth Representative.*

*The tenderers QMS may be required to undergo an assessment by the Commonwealth as part of the tender evaluation.*

*Where a standard (approved by a recognised body) in relation to a Service is specified in the draft Contract, tenderers are to show in their response their capability to meet that standard.*

*The response to this Quality Statement should be no more than five pages of text (not including printed material such as certificates, other relevant approvals and exclusions details). Tenderers should not provide a Quality plan or manual in their response, as these will not be considered in the tender evaluation.*

- 7.1 Tenderers are to provide information on their QMS, including details of their Certification status, the current Certification level and scope, and the Certification body. Tenderers are to include copies of any certificates issued, and recognition by other organisations (ie, an ADF regulatory / assurance authority) relevant to the draft Contract.
- 7.2 If the tenderer's QMS is Certified to AS/NZS ISO 9001:2016, tenderers are to provide copies of those parts of their quality manual which describe and justify permissible exclusions under section 1.2 of the standard.
- 7.3 If the tenderer's QMS has not yet achieved Certification, tenderers are to describe arrangements to obtain Certification, including timescale, the proposed Certification body and the standard to be attained.
- 7.4 Tenderers are to provide a statement detailing how the scope of their Certified QMS would be applied to the overall work of any resultant Contract. The statement should identify how any out-of-scope activities will be managed and verified (eg, by the development of new capabilities, by subcontracting, etc).
- 7.5 If applicable, tenderers are to describe how the QMS is structured to control the design and development (ie, modification) of hardware and Software by the application of a suitable development or guidance standard to any resultant Contract.
- 7.6 Tenderers are to identify each proposed Subcontractor (if any) expected to perform hardware or Software design, development, production or installation activities, or safety-critical Maintenance activities, and describe how the Quality of their work would be assured (eg, Subcontractor QMS, independent Quality assurance agents, or by other means).

## 8. PROBLEMATIC SUBSTANCES AND PROBLEMATIC SOURCES (CORE)

*Draft SOW reference: clause 12.1*

**Note to tenderers:** *Commonwealth policy on Problematic Substances is detailed in the Defence Safety Manual. Commonwealth policy on Problematic Sources is detailed in the Defence Radiation Safety Manual. Problematic Substances (that are to be Approved Substances) and Problematic Sources to be used in providing Services will require the Approval of the Commonwealth Representative. Such Approval will not be granted if the use of the substance or source infringes any legislation of the Commonwealth, State or Territory of Australia.*

**Note to drafters:** *Identify significant example Problematic Substances that a contractor may be required to use in accordance with Product information (eg, Maintenance manuals) that will be supplied (ie, as GFI/GFD) or specified by the Commonwealth (eg, OEM manuals). Where the list is extensive, include a sample list spanning the different classes, or a listing of the applicable*

## ANNEX E TO ATTACHMENT A

**classes, for those Problematic Substances with higher risk categories (eg, 'flammable liquid 3, oxidising agent 5.1').**

- 8.1 Tenderers are to describe the system(s) and processes that would be applied under any resultant Contract to manage the safe use, handling, storage and disposal of Problematic Substances, such as:
- a. **[DRAFTER TO INSERT SUBSTANCE OR CLASS AND CATEGORY];** and
  - b. **[DRAFTER TO INSERT SUBSTANCE OR CLASS AND CATEGORY].**

**Note to drafters: Identify the Problematic Sources (eg, 'laser class 3R') that a contractor may be required to use and/or that are included in CMCA (eg, operative checks for repaired Products performed in accordance with specified Maintenance manuals) or that a contractor may be required to store (eg, radioactive material). If no Problematic Sources are applicable to the Services, replace the following clause with 'Not used'.**

- 8.2 Tenderers are to describe the system(s) and processes that would be applied under any resultant Contract to manage the safe use, handling and/or storage of Problematic Sources, such as:
- a. **[DRAFTER TO INSERT SOURCE OR CLASS];** and
  - b. **[DRAFTER TO INSERT SOURCE OR CLASS].**
- 8.3 Tenderers are to identify any known Problematic Substances that would require Approval under clause 12.1.1.1 of the draft SOW, or any known Problematic Sources that would require Approval under clause 12.1.4 of the draft SOW, but which are not addressed by clauses 8.1 or 8.2. If so, tenderers are to identify the Problematic Substances and Problematic Sources, identify the purposes for which they will be used and describe the system(s) and processes that would be applied under any resultant Contract to manage the safe use, handling, storage and disposal of those Problematic Substances or Problematic Sources (as applicable) if not already addressed in the response to clauses 8.1 or 8.2.

## 9. DEFENCE INDUSTRY SECURITY PROGRAM PHYSICAL AND INFORMATION / CYBER SECURITY REQUIREMENT (OPTIONAL)

*Draft COC reference: clause 11.10*

**Note to drafters: Include this clause if DISP membership at Level 1 or above has been specified in the Details Schedule in the draft COC, for the Physical Security and/or Information / Cyber Security elements. Classified information should not be included in an RFT, except in exceptional circumstances. If the RFT is to include classified information, drafters should consult their Security Officer.**

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

**For information on COMSEC, classification, categorisation, DISP membership, and access to the DSPF, tenderers should refer to the Security Classification and Categorisation Guide attached to the draft Contract or contact the Contact Officer specified in the Tender Details Schedule.**

- 9.1 Tenderers are to provide the following details for all premises proposed in their tender that will 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 DISP membership levels identified in the Details Schedule in 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.
- 9.2 If appropriate DISP membership levels are not held, then tenderers are to indicate their willingness to undergo the procedures for obtaining the requisite DISP membership.
- 9.3 Tenderers are to provide the above information in relation to all Subcontractors who will require access to security classified information.

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## 10. GOVERNMENT FURNISHED MATERIAL (OPTIONAL)

*Draft COC reference: clause 3.6*

*Attachment E to the draft Contract*

*Draft SOW reference: clause 3.11*

**Note to drafters: GFE provided to the Contractor is to be accompanied by related information sufficient to enable safety risk assessments to be performed. For further information refer to the CASG Safety Management System (CASSafe) Requirement 10.2 – ‘Supply safe plant, substances, structures and radiation sources’. To the extent that safety related information is not contained in Technical Data, that information will need to be provided to the Contractor as GFI or GFD (as applicable).**

**Note to tenderers: All Government Furnished Material (GFM) that has been 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 the purposes of any resultant Contract. Clause 5.1.4 of the draft COC provides that the tenderer will own newly created IP in GFM, if it already owns all the IP in that GFM. The tenderer may also propose that it own newly created IP in GFM, in accordance with clause 5.1.4 of the draft COC.**

- 10.1 Tenderers are to provide the requested detail, including the intended purpose of the GFM (whether the GFM is to be used to assist in the provision of the Services or is to be included in the Services), in accordance with the GFM Tender Response Format at Table E-1 below.

**Note to tenderers: In relation to any Commonwealth or tenderer proposed GFM, tenderers are to identify in TDR D-2 the additional cost elements to be added to the tendered price should any or all of the GFM not be made available.**

- 10.2 If tenderers propose changes to the quantities, dates, locations or time periods proposed by the Commonwealth at Attachment E to the draft Contract, these differences should be clearly identified in the tender response (ie, columns c to f of the Table E-1, GFM Tender Response Format).
- 10.3 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:
- a. 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
  - b. the tenderer (or its 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]’).

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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 proposed to own new IP in GFM (Y/N) and reason if 'Y'	Export restrictions (if applicable)	Remarks/ Intended Purpose
a	b	c	d	e	f	g	h	i	j
<b>Commonwealth Mandated GFM: GFE</b>									
<b>Commonwealth Mandated GFM: GFD</b>									
<b>Non-mandated GFM: GFI</b>									
<b>All other non-mandated GFM</b>									

Notes: Table E-1: GFM Tender Response Format

- 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 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.

## ANNEX E TO ATTACHMENT A

- f. *Time Period for Inspection: The period within which a successful tenderer will be required to inspect the item of GFM and notify the Commonwealth in accordance with clause 3.12.1 of the SOW.***
- g. *TD and Software Restrictions: Indicates if there are restrictions on the Technical Data or Software within an item of GFM that are in addition to the licence terms granted by the Commonwealth under clause 5.5 of the COC (if applicable).***
- h. *Tenderer to Own New IP in GFM: A declaration of whether or not the IP created under the Contract or a Subcontract with respect to the item of GFM is to be owned by the Tenderer 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 Approvals 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 tenderer and any comments that are supplementary to the information provided in columns (a) to (i).***



## ANNEX E TO ATTACHMENT A

## 11. GOVERNMENT FURNISHED FACILITIES (OPTIONAL)

*Draft COC reference: clause 3.7*

*Attachment O to the draft Contract*

*Draft SOW reference: clauses 3.19 and 9.6*

**Note to drafters: Include this clause if clause 3.7 has been included in the draft COC. If GFF will not be offered for any resultant Contract, the following requirement is to be replaced with 'Not used'.**

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

**Note to tenderers: All Government Furnished Facilities (GFF) that has been mandated or proposed by the Commonwealth (if any) is detailed in Attachment O to the draft Contract.**

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

**Note to tenderers: Additional Government Furnished Facilities (GFF) may be proposed by tenderers for the purposes of any resultant Contract.**

11.1 Tenderers are to provide the following details:

- a. details of the proposed use of the GFF and any specific GFF Licensed Areas;
- b. any assumptions (eg, cost, schedule, maintenance obligations, access, services, attribution of Operating Expenses, etc.) that tenderers have made in their tender relevant to use of that GFF; and
- c. any other requirements or arrangements that tenderers would require relevant to use of that GFF.

**Note to Tenderers: In relation to any Commonwealth or tenderer proposed GFF, tenderers should include in the response to TDR D-2, the additional cost elements to be added to the tendered price, should any or all of the GFF not be made available.**

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

## 12. GOVERNMENT FURNISHED SERVICES (OPTIONAL)

*Draft COC reference: clause 3.9*

*Attachment E to the draft Contract*

**Note to drafters: Include this clause if clause 3.9 has been included in the draft COC.**

**Option: For when the Commonwealth is mandating or proposing GFS.**

**Note to tenderers: All GFS that has been mandated or proposed by the Commonwealth (if any) is detailed in Attachment E to the draft COC.**

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

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

12.1 Tenderers are to provide the following details:

- a. details of the proposed use of the GFS;
- b. any assumptions (eg, cost, schedule etc) that tenderers have made in their tender relevant to use of that GFS; and
- c. any other requirements or arrangements that tenderers would require relevant to use of that GFS.

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***In relation to any Commonwealth or tenderer proposed GFS, tenderers should include in the response to TDR D-2, the additional cost elements to be added to the tendered price should any or all of the GFS not be made available.***

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

### 13. ALTERNATIVE PERFORMANCE MANAGEMENT PROPOSAL (CORE)

*Draft COC reference: clauses 6.1, 6.3 & 7.16*

*Attachments B, P & Q to the draft Contract*

*Draft SOW reference: clause 3.2.5*

13.1 If a tenderer wishes to submit an alternative proposal in relation to any aspect of the performance management framework in the draft Contract, the tenderer is to comply with clause 2.15 of the COT.

13.2 The aspects of the performance management framework that may be the subject of an alternative proposal may include:

- a. the Review Periods;
- b. the KPIs;
- c. the weightings for the KPIs;
- d. the Performance Implementation Period;
- e. Performance Incentives; and
- f. the OPMs.

### 14. CAPABILITY INNOVATIONS AND EFFICIENCIES (CORE)

*Draft COC reference: clause 3.19*

*Draft SOW reference: clause 13*

***Note to drafters: Amend the following Note to tenderers to align with other TDRs (eg, if TDR G-4 has not been included or add reference to the applicable TDR if the Commonwealth is seeking opportunities to enhance Capability through technology evolution).***

***Note to tenderers: The Commonwealth is keen to investigate opportunities that have the potential to reduce the Total Cost of Ownership (TCO) to the Commonwealth in maintaining and, where required, enhancing the Capability over the life of the Capability. To this end, the Commonwealth is keen to seek tenderers' proposals for Innovations / Efficiencies (IEs) that could realise reductions in TCO. Tenderers are advised that, while IEs address three different outcomes (ie, achieving reductions in TCO, enhancing Australian Industry Capability (AIC), and enabling Capability innovations in relation to technology evolution and technology insertion), this TDR E-14 is only addressing opportunities to reduce TCO. TDR G-4 addresses opportunities to enhance AIC, while the Commonwealth is not currently seeking opportunities to enhance Capability through this tender.***

***The Commonwealth reserves the right to use ideas put forward by any tenderer in relation to proposed IEs for the purposes of any resultant Contract and, more generally, for the purposes of the Commonwealth.***

***The responses to this requirement are not assessed as alternative proposals in accordance with clause 2.15 of the COT, but the Commonwealth will include any identified opportunities in its assessment of the tenderer's offer.***

14.1 Tenderers are to provide a draft Innovation / Efficiency (IE) Implementation Plan (IEIP) in accordance with the clauses of DID-SSM-IEIP shown in Table E-2.

**Table E-2: Required Clauses from DID-SSM-IEIP**

Section	Name
6.2.1	IE Program Management

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<b>Section</b>	<b>Name</b>
6.2.4	Overview of Approved IEs
6.2.5	IE Implementation Planning (6.2.5.2 only)

- 14.2 For clause 14.1, references in the DID to 'Approved IE' and 'Contract' are to be read as references to 'proposed IE' and the 'draft Contract'.
- 14.3 Tenderers are to ensure that the draft IEIP identifies any provisions of the draft Contract (including the draft SOW) that tenderers consider will unnecessarily impede the achievement of the outcomes being sought through the CIE Program.

## ANNEX F TO ATTACHMENT A

## SUPPORT SYSTEM PROPOSAL (CORE)

**Note to tenderers: The information requested in this Annex F is being sought to allow the Commonwealth to assess the suitability and risks associated with each tenderer's support proposal. Tenderers should provide sufficient detail, and in plain English, to enable the Commonwealth to have a clear understanding of each tenderer's proposal. If any of the requested information is documented in the tenderer's draft plans, the tenderer should provide a summary here and cross-refer to the location in the draft plan for the detail.**

## 1. DESCRIPTION OF PROPOSED SUPPORT SYSTEM (CORE)

**Note to drafters: Drafters should amend the subordinate clauses to ensure that they address the specific requirements of the draft Contract.**

- 1.1 Tenderers are to provide a description of their support proposal for providing the Services defined in the draft SOW, including:
- a. the proposed division of support responsibilities between the Contractor and Subcontractors for the Products Being Supported, including, where applicable, the proposed arrangements with the respective OEMs for these Products;
  - b. the proposed management arrangements for the provision of Services to the different Products under the draft Contract;

**Note to drafters: Amend the following subclause depending upon which of the Support System Constituent Capabilities (ie, Operating Support, Engineering Support, Maintenance Support, Supply Support and Training Support) are applicable.**

- c. the proposed arrangements for [...INSERT: 'Operating Support, Engineering Support, Maintenance Support, Supply Support and Training Support' AS APPLICABLE...];
  - d. any assumptions underpinning the proposal;
  - e. any constraints or limitations with the proposal (eg, with respect to in-country support); and
  - f. the risks associated with the proposal, including any proposed risk-mitigation strategies.
- 1.2 For each of the Support System Constituent Capabilities, tenderers are to:
- a. describe the proposed sites for the provision of support, including a brief description as to whether or not the proposed support capability at those respective sites currently exists or requires development, modification and/or expansion;
  - b. where support capabilities are available from overseas, explain how those capabilities will be accessed; and
  - c. identify any applicable Industry Capabilities set out in Attachment F (eg, Defence-Required Australian Industry Capabilities (DRAICs)), and describe how these integrate into the design of the SSCC.
- 1.3 Tenderers are to describe the concept of execution for the proposed Support System, demonstrating how the tenderer's proposed solution will meet the level of performance required by KPIs, and Other Performance Measures applicable to the Services, as defined in the draft Contract.
- 1.4 Tenderers are to describe the Support System interfaces associated with the tenderer's proposed solution, including, as applicable:
- a. command, control, and communications interfaces, including those interfaces both within and between the Commonwealth, the Contractor and proposed Subcontractors;
  - b. maintenance pipeline and supply chain interfaces, including those interfaces between the Commonwealth, the Contractor and proposed Subcontractors;
  - c. organisational, process and information-system interfaces between the Support System Constituent Capabilities; and

**ANNEX F TO ATTACHMENT A**

- d. data and information flows between the Commonwealth, the Contractor and proposed Subcontractors.
- 1.5 Tenderers are to identify any significant Support Resources, including GFF and major items of GFE (as applicable), that will be needed for the provision of the required Services, and describe how the significant Support Resources will be obtained and the proposed support arrangements for them.
- 1.6 Tenderers are to provide a draft Technical Data List (TDL) for Technical Data that the tenderer would bring to any resultant Contract, prepared in accordance with at least the sections of DID-TDATA-TDL identified in Table F-1.

**Table F-1: Tender response requirements for the draft TDL**

<b>Section</b>	<b>Name / subject and modifications to scope</b>
6.2.2.1a	the item reference number, document number or drawing number
6.2.2.1b	the name or title of the item of Technical Data
6.2.2.1e	a brief description of the item of Technical Data, including its purpose or use
6.2.2.1f	the unique product identifier for the system / sub-system / Configuration Item (CI) / end-product (including hardware and Software) to which the Technical Data relates
6.2.2.1g	the name of the system / sub-system / CI / end-product (including hardware and Software) to which the Technical Data relates
6.2.2.1h	the source (eg, internal, or the name of Subcontractor / supplier that would provide it)
6.2.2.1i	cross-reference to the 'Unique Line Item Description' of any line item in the Technical Data and Software Rights (TDSR) Schedule <b>Note to tenderers: 'line item in the TDSR Schedule' refers to existing restrictions included in the draft Attachment G and any restrictions proposed by the Tenderer in response to TDR C-5.</b>
6.2.2.1j	for other restrictions (eg, Export Approvals), a cross-reference to the applicable licence or agreement
6.2.2.1l	any applicable Australian or foreign security classification
6.2.2.1r	the current or intended end-user of the Technical Data (eg, Commonwealth system operator, Contractor, applicable Subcontractor or Associated Party)

## ANNEX G TO ATTACHMENT A

## SUPPORT SERVICES MANAGEMENT (CORE)

**Note to drafters:** Where a tender data requirement is not applicable to the draft Contract or is unlikely to discriminate between tenders, the heading should be retained and the details below the heading replaced with 'Not used' (to maintain cross-references and the TRDL structure).

**Note to tenderers:** Within this Annex G (TDR G), reference in a DID to the Contractor, another entity or a particular document is to be read as a reference to the tenderer, the proposed entity or the proposed document.

## 1. SUPPORT SERVICES MANAGEMENT (CORE)

*Draft SOW reference: clause 3.2,1*

**Note to tenderers:** The Commonwealth needs to understand:

- a. how the tenderer plans to manage and conduct the work defined in the draft SOW;
- b. the tenderer's proposed organisational structure, including proposed Subcontractors;
- c. the tenderer's approach to risk management; and
- d. other topics to be addressed in the draft SSMP, as listed in Table G-1 below.

The draft SSMP may include aspects of other plans that are identified as stand-alone plans in the draft Contract; however, for tender purposes, the related planning is addressed through the draft SSMP. For the successful tenderer, responses to some other TDRs (eg, TDR E-4, Key Staff Positions) will be relevant to the finalisation of the SSMP for any resultant Contract.

**Note to drafters:** Table G-1 should be reviewed and tailored as required. Drafters should avoid overlap with other TDRs.

- 1.1 Tenderers are to provide a draft SSMP in accordance with at least the sections of DID-SSM-SSMP listed in Table G-1.

**Table G-1: Tender Response Requirements for the draft SSMP**

Section	Name / subject and modifications to scope
6.2.3	Organisation (6.2.3.1 and 6.2.3.2 only)
6.2.5	Structure of Contractor Plans
6.2.8	Planning and Control
6.2.9	Recurring and Ad Hoc Services – Specific Management Mechanisms (6.2.9.1 and 6.2.9.3, and 6.2.9.2 if applicable to the draft Contract)
6.2.10	<b>Note to drafters: Delete this row if a draft SPMP is required by TDR G-2.</b> Performance Measurement (6.2.10.1a and b only)
6.2.11	Risk Management (6.2.11.1 and 6.2.11.2a to 6.2.11.2d only) <b>Note: An initial risk assessment and Risk Register is required by TDR E-6.</b>
6.2.15	Customer Interface
6.2.19	<b>Note to drafters: Delete this row if Surge Management is not a tender discriminator or if a draft SMP is required by TDR G-4.</b> Surge Management
6.2.20	Communications Management (6.2.20.1 and 6.2.20.3 only)
6.2.26	Technical Data Management (6.2.26.1a and 6.2.26.2 only)
6.2.27	Commonwealth Assets Stocktaking Plan (6.2.27.1a, 6.2.27.1b and 6.2.27.2 only)

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Section	Name / subject and modifications to scope
6.3.1	<b>Note to drafters: Delete this row if Operating Support management is not a tender discriminator, or if a draft OSP is required by TDR G-7.</b> Operating Support Management (6.3.1.1b and c only)
6.3.2	<b>Note to drafters: Delete this row if Engineering management is not a tender discriminator, or if a draft CEMP is required by TDR G-8.</b> Engineering Management (6.3.2.1c, d, e, h and j only)
6.3.3	<b>Note to drafters: Delete this row if Maintenance management is not a tender discriminator, or if a draft MMP is required by TDR G-13.</b> Maintenance Management (6.3.3.1c, d and f only)
6.3.4	<b>Note to drafters: Delete this row if Supply management is not a tender discriminator, or if a draft SSP is required by TDR G-14.</b> Supply Management (6.3.4.1c and d only)
6.3.5	<b>Note to drafters: Delete this row if Training management is not a tender discriminator, or if a draft TSP is required by TDR G-15.</b> Training Management (6.3.5.1b and c only)
	[...INSERT ANY ADDITIONAL REQUIREMENTS FOR TENDER...]

## 2. PERFORMANCE MEASUREMENT (OPTIONAL)

Draft SOW reference: clause 3.2.5

**Note to drafters: For tender purposes the requirement for V&V planning is 'CORE' but it may be sought in one of two ways. Drafters can:**

- a. request a draft V&VP by tailoring Table G-2 as required, and by deleting 'Performance Measurement' from Table G-1; or
- b. request that 'Performance Measurement' be addressed in the draft SSMP (TDR G-1), even if the draft Contract requires a stand-alone V&VP, and replace this TDR G-2 with 'Not used'.

**The approach taken should be based on the detail required and avoid overlap between TDRs.**

**Amend the note to tenderers as appropriate.**

**Note to tenderers: The objectives of seeking a draft Support Performance Measurement Plan (SPMP) are:**

- a. to understand the tenderer's approach to measuring and reporting against the Performance Measures;
- b. to ensure that the performance assessment process is clearly understood; and
- c. to ensure that both parties have a common understanding of the issues and risks with the performance measurement and assessment processes.

**Refer to TDR E-13 in regards to any Alternative Performance Management Proposal.**

- 2.1 Tenderers are to provide a draft SPMP in accordance with at least the sections of DID-SSM-SSMP listed in Table G-2.

Table G-2: Tender Response Requirements for the draft SPMP

Section	Name / subject and modifications to scope
6.2.2	Performance Measurement Organisation
6.2.3	Performance Measurement Management (6.2.3.1 to 6.2.3.4, and 6.2.3.9 if applicable to the draft Contract)

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Section	Name / subject and modifications to scope
6.2.4	Performance Measurement (6.2.4.1 to 6.2.4.5 only)
6.2.5	Time-Variant or Phase-Variant Performance Measures (if applicable to the draft Contract, 6.2.5.1a only)
	[...INSERT ANY ADDITIONAL REQUIREMENTS FOR TENDER...]

## 3. PHASE IN AND RAMP UP (OPTIONAL)

*Draft COC reference: clauses 1.12 & 1.13*

*Draft SOW reference: clauses 2.6 & 2.7*

**Note to tenderers: The objectives of seeking a draft Phase In Plan (PHIP) are:**

- a. to understand the plans, methodologies, processes and activities proposed by the tenderer to ensure a coordinated phase-in, leading up to the commencement of Services, and a smooth transition from the outgoing service provider or acquisition contractor (as applicable); and
- b. to help to establish the ground rules for the Phase In of management responsibilities to the successful tenderer (including, for example from the outgoing contractor and subcontractors).

**For the successful tenderer, the draft Phase In Plan will be required to be updated with sufficient detail to enable it, subject to pre-contract work and Approval, to form part of the Contract at the Effective Date.**

**Note to drafters: Table G-3 and Table G-4 should be reviewed and tailored as required. Drafters should avoid overlap with other TDRs.**

- 3.1 Tenderers are to provide a draft PHIP in accordance with at least the sections of DID-SSM-PHIP listed in Table G-3.

**Table G-3: Tender Response Requirements for the draft PHIP**

Section	Name / subject and modifications to scope
6.2.1	General
6.2.2	Phase In Organisation
6.2.3	Phase In Overview
6.2.4	Detailed Phase In Activities (6.2.4.1, 6.2.4.2, 6.2.4.3a to e, 6.2.4.3g and 6.2.4.3l only)
	[...INSERT ANY ADDITIONAL REQUIREMENTS FOR TENDER...]

**Note to drafters: If the draft Contract does not include Ramp Up (refer SOW clause 2.7) then the following note, clause and Table G-4 should be deleted. If Ramp Up is required but no Ramp Up events are included in Annex B to Attachment B to the draft COC, then paragraph b in the following note to tenderers should be deleted.**

**Note to tenderers: The objectives of seeking a draft Ramp Up Management Plan (RUMP) are:**

- a. to understand the plans, methodologies, processes and activities proposed by the tenderer to ensure a coordinated ramp up of Services and a smooth transition from the outgoing service provider or acquisition contractor (as applicable); and
- b. to ensure that both parties have a common understanding of Ramp Up requirements, including requirements for specific Ramp Up events (eg, Milestones), if applicable.

**Refer to Annex B to Attachment B to the draft COC regarding potential Ramp Up events.**

- 3.2 Tenderers are to provide a draft RUMP in accordance with at least the sections of DID-SSM-RUMP listed in Table G-4.

**Table G-4: Tender Response Requirements for the draft RUMP**



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Section	Name / subject and modifications to scope
6.2.1	General
6.2.2	Ramp Up Overview
6.2.3	Ramp Up Management and Organisational Change
6.2.4	Detailed Ramp Up Activities (6.2.4.1, 6.2.4.2, 6.2.4.3a to f, 6.2.4.3h and 6.2.4.3l only)
6.2.8	Ramp Up Milestone Checklists (6.2.8.1a and b only, except that, for the tender version of the plan, separate annexes are not required)
	[...INSERT ANY ADDITIONAL REQUIREMENTS FOR TENDER...]

## 4. SURGE (OPTIONAL)

*Draft SOW reference: clause 3.2.4*

**Note to drafters:** *If Surge management is not required under the draft Contract, or is unlikely to discriminate between tenders, the following note, clause and Table G-5 should be replaced with 'Not used'. If Surge management information is required in tenders, drafters can:*

- a. *request a draft Surge Management Plan (SMP) by tailoring Table G-5 as required, and by deleting 'Surge Management' from Table G-1; or*
- b. *request that Surge management be addressed in the draft SSMP (TDR G-1), even if the draft Contract requires a stand-alone SMP, and replace this TDR G-4 with 'Not used'.*

*The approach taken should be based on the detail required and avoid overlap with other TDRs.*

*Drafters are to ensure that Glossary definitions for Exigency and Contingency are updated and that any necessary supplementary information is provided.*

**Note to tenderers:** *The objective of seeking a draft Surge Management Plan (SMP) is to understand how the tenderer would meet Surge requirements under any resultant Contract.*

- 4.1 Tenderers are to provide a draft SMP in accordance with at least the sections of DID-SSM-SMP listed in Table G-5.

**Table G-5: Tender Response Requirements for the draft SMP**

Section	Name / subject and modifications to scope
6.2.2	Surge Management Organisation (except that, for the tender version, individuals are to be identified by position only)
6.2.3	Surge Management Systems and Processes (6.2.3.1 to 6.2.3.2 only)
6.2.6	Surge Limitations
	[...INSERT ANY ADDITIONAL DATA REQUIRED FOR TENDER...]

## 5. ENVIRONMENTAL MANAGEMENT STATEMENT (OPTIONAL)

*Draft COC reference: clause 12.5*

*Draft SOW reference: clause 12.2*

**Note to drafters:** *If the draft Contract does not include environmental management requirements then the following clauses should be deleted and replaced with 'Not used'.*

- 5.1 Tenderers are to briefly describe their environmental management policies and processes that would be applied to the scope of work defined in the draft Contract.
- 5.2 Tenderers are to briefly describe their Environmental Management System (ENVMS), including details of its scope, with respect to the draft Contract, and audit regime.
- 5.3 Tenderers are to identify any Authorisations relating to the Environment that will be required for the work proposed under the draft Contract, if applicable, and describe how the tenderer proposes to obtain all Authorisations not currently held.

**ANNEX G TO ATTACHMENT A****6. WORK HEALTH AND SAFETY MANAGEMENT STATEMENT (CORE)***Draft COC reference: clause 12.4**Draft SOW reference: clause 12.3*

- 6.1 Tenderers are to briefly describe how their WHS policies and processes, including safety risk assessment procedures, would be applied to the scope of work defined in the draft Contract.
- 6.2 For work proposed under the draft Contract that will be performed in accordance with WHS Legislation, tenderers are to briefly describe their WHS Management System (WHSMS), including details of its scope, with respect to the draft Contract, and audit regime. If the WHSMS is certified, tenderers are to provide copies of the applicable certificate(s).
- 6.3 For work proposed under the draft Contract that will be performed in accordance with WHS Legislation, tenderers are to identify any Authorisations relating to WHS that it will require for the work proposed under the draft Contract, and describe how the tenderer proposes to obtain all applicable Authorisations not currently held.

**7. OPERATING SUPPORT (OPTIONAL)***Draft SOW reference: clause 4.1*

**Note to drafters: If Operating Support is not required under the draft Contract, or is unlikely to discriminate between tenders, the following note, clause and Table G-6 should be replaced with 'Not used'. If Operating Support information is required in tenders, drafters can:**

- a. **request a draft OSP by tailoring Table G-6 as required, and by deleting 'Operating Support Management' from Table G-1; or**
- b. **request that 'Operating Support' be addressed in the draft SSMP (TDR G-1), even if the draft Contract requires a stand-alone OSP, and replace TDR G-7 with 'Not used'.**

**The approach taken should be based on the detail required and avoid overlap between TDRs.**

**Note to tenderers: The Commonwealth intends to assess the tenderer's strategy for the management of Operating Support, and any associated risks, using the draft plan specified.**

- 7.1 Tenderers are to provide a draft Operating Support Plan (OSP) in accordance with at least the sections of DID-OPS-OSP listed in Table G-6.

**Table G-6: Tender Response Requirements for the draft OSP**

<b>Section</b>	<b>Name / subject and modifications to scope</b>
6.2.1	OSP Outline
6.2.4	Operating Support Management System (6.2.4.1 only)
6.2.5	Operating Support Activities
6.2.7	Skills Acquisition and Retention
	[...INSERT ANY ADDITIONAL DATA REQUIRED FOR TENDER...]

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**8. CONTRACTOR ENGINEERING MANAGEMENT (OPTIONAL)**

*Draft SOW reference: clause 5.1*

**Note to drafters: If Engineering Support is not required under the draft Contract, or is unlikely to discriminate between tenders, the following note, clauses and Table G-7 should be replaced with 'Not used'. If Engineering Support information is required in tenders, drafters can:**

- a. request a draft CEMP by selecting Option A below, tailoring Table G-7 as required, and by deleting Option B and deleting 'Engineering Management' from Table G-1;
- b. request a sample CEMP by selecting Option B below, and by deleting Option A and deleting 'Engineering Management' from Table G-1; or
- c. request that 'Engineering Management' be addressed in the draft SSMP (TDR G-1), even if the draft Contract requires a stand-alone CEMP, and replace TDR G-8 with 'Not used'.

**The approach taken should be based on the detail required and avoid overlap between TDRs.**

**Amend the note to tenderers as appropriate.**

**Note to tenderers: The Commonwealth intends to assess the tenderer's engineering strategy, management and approach, along with any associated risks, through the plans, procedures, methods and processes documented in the [... INSERT 'draft Contractor Engineering Management Plan' OR 'sample Contractor Engineering Management Plan'...] (CEMP).**

**If the tenderer plans to Subcontract significant Engineering Support activities, the response should include plans for monitoring Subcontractors, and the integration and control of the Engineering Support Services provided by Subcontractors.**

**Option A: For when the tenderer is to provide a draft CEMP for tender purposes.**

8.1 Tenderers are to provide a draft CEMP in accordance with at least the sections of DID-ENG-CEMP listed in Table G-7.

**Note to drafters: Table G-7 forms part of Option A.**

**Table G-7: Tender Response Requirements for the draft CEMP**

Section	Name / subject and modifications to scope
6.2.2	Introduction
6.2.3	Engineering Organisation Structure
6.2.4	Engineering Support Management (6.2.4.1, 6.2.4.2 and 6.2.4.7 only)
6.2.5	Engineering Information System
6.2.8	Personnel (6.2.8.1, 6.2.8.2 and 6.2.8.4 (if applicable))
6.2.9	Subcontractor and Support Network Management
6.2.10	Data and Records Management (6.2.11.2 only)
6.3.2	Software Support (6.3.2.1a.(ii), b and c only)
6.3.3	In-Service Materiel Safety (System Safety) Program
	[...INSERT ANY ADDITIONAL DATA REQUIRED FOR TENDER...]

**Option B: For when the tenderer is to provide a sample engineering management plan.**

8.2 Tenderers are to provide a sample CEMP (or equivalent) developed and used by the tenderer for another support contract of similar type, scope and complexity.

**9. ENGINEERING ORGANISATION AND SYSTEM COMPLIANCE (OPTIONAL)**

*Draft SOW reference: clause 5.4*

**Note to drafters: This clause should be included when, under any resultant Contract, the Contractor will need to demonstrate that their engineering organisation and systems comply**

## ANNEX G TO ATTACHMENT A

**with an ADF regulatory / assurance framework. Refer to clause 5.4 of the draft SOW when considering this requirement. If not required, the clause should be replaced with 'Not used'.**

**Note to tenderers: The Commonwealth intends to assess the tenderer's ability to comply with the ADF regulatory / assurance framework, applicable to the required Engineering Services, based on current and previous compliance with ADF and/or similar regulatory / assurance regimes.**

- 9.1 Tenderers are to provide details of any formal recognitions, by a Defence authority (eg, DASA, DTR-A or NMSwAA) or applicable industry regulatory body or accreditation agency, of the organisation's capability to provide Engineering Services including:
- a. recognitions of compliance with regulatory, assurance or other industry standards frameworks applicable to the required Engineering Services and relevant to the ADF regulatory / assurance framework identified at clause 5.4 of the draft SOW;
  - b. the regulatory / standards organisation from which a statement of formal recognition (eg, authorisation, certification or licence) was issued; and
  - c. the applicability of the tenderer's formally recognised capabilities to the ADF regulatory / assurance framework requirements identified at clause 5.4 of the draft SOW.

#### 10. MAINTENANCE ORGANISATION AND SYSTEM COMPLIANCE (OPTIONAL)

*Draft SOW reference: clause 6.4*

**Note to drafters: This clause should be included when, under any resultant Contract, the Contractor will need to demonstrate that their Maintenance organisations and systems comply with an ADF regulatory / assurance framework. Refer to clause 6.4 of the draft SOW when considering this requirement. If not required, the clause should be replaced with 'Not used'.**

**Note to tenderers: The Commonwealth intends to assess the tenderer's ability to comply with the ADF regulatory / assurance framework, applicable to the required Maintenance Services, based on current and previous compliance with ADF and/or similar regulatory / assurance regimes.**

- 10.1 Tenderers are to provide details of any formal recognitions, by a Defence authority (eg, DASA, DTR-A or NMSwAA) or applicable industry regulatory body or accreditation agency, of the organisation's capability to provide Maintenance Services including:
- a. recognitions of compliance with a regulatory, assurance or other industry standards frameworks applicable to the required Maintenance Services and relevant to the ADF regulatory / assurance framework identified at clause 6.4 of the draft SOW;
  - b. the regulatory / standards organisation from which a statement of formal recognition (eg, authorisation, certification or licence) was issued; and
  - c. the application of the tenderer's formally recognised capabilities to the ADF regulatory / assurance framework requirements identified at clause 6.4 of the draft SOW.

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## 11. SOFTWARE SUPPORT (OPTIONAL)

Draft SOW reference: clause 7.1

**Note to drafters: If Software support is not required under the draft Contract, or is unlikely to discriminate between tenders, the following note and clauses should be replaced with 'Not used'. If Software support information is required in tenders, drafters can:**

- a. request a draft SWSP by selecting Option A below, tailoring as required, and by deleting Option B and deleting 'Software Support' from Table G-7 (the draft CEMP);
- b. request a sample SWSP by selecting Option B below, and by deleting Option A and deleting 'Software Support' from Table G-7; or
- c. request that 'Software Support' be addressed in the draft CEMP (TDR G-8), even if the draft Contract requires a stand-alone SWSP, and replace TDR G-11 with 'Not used'.

**The approach taken should be based on the detail required and avoid overlap between TDRs.**

**Amend the note to tenderers as appropriate.**

**Note to tenderers: The Commonwealth intends to assess the tenderer's Software support strategy, management and approach, along with any associated risks, through the procedures, methods and processes documented in the [... INSERT 'draft Software Support Plan' OR 'sample Software Support Plan' ...] (SWSP).**

**Option A: For when the tenderer is to provide a draft SWSP for tender purposes.**

- 11.1 The tenderer is to provide a draft SWSP that addresses the following sections of Appendix B to MIL-HDBK-1467 (where the 'Life Cycle Software Engineering Environment User's Guide' is to be read as the 'Software Support Plan'):
  - a. introduction;
  - b. applicable documents (including government and non-government documents);
  - c. general description (of the Life Cycle Software Engineering Environment);
  - d. Software structure;
  - e. a summary of the following sections (from the functional operating instructions):
    - (i) Software performance evaluation;
    - (ii) system and Software generation;
    - (iii) change development and testing; and
    - (iv) Software integration; and
  - f. [...INSERT ANY ADDITIONAL REQUIREMENTS FOR TENDER...].
- 11.2 If a tenderer plans to Subcontract significant Software support activities, the draft SWSP is to include plans for monitoring Subcontractors and the integration and control of the Software support services provided by those Subcontractors.

**Option B: For when the tenderer is to provide a sample SWSP (or equivalent).**

- 11.3 The tenderer is to provide a sample SWSP (or equivalent) developed and used by the tenderer for another support contract of similar type, scope and complexity.

## 12. SYSTEMS SAFETY PROGRAM (OPTIONAL)

Draft SOW reference: DSD-ENG-SERV clause 6.2.7

**Note to drafters: If an in-service Materiel Safety / systems safety program is not required under the draft Contract (refer DSD-ENG-SERV), or is unlikely to discriminate between tenders, the**

## ANNEX G TO ATTACHMENT A

**following note, clauses and Table G-8 should be replaced with 'Not used'. If Materiel Safety program information is required in tenders, drafters can:**

- a. request a draft IMSP by selecting Option A below, tailoring Table G-8 as required, and by deleting Option B and deleting 'In-Service Materiel Safety (System Safety) Program' from Table G-7;**
- b. request a sample IMSP by selecting Option B below, and by deleting Option A and deleting 'In-Service Materiel Safety (System Safety) Program' from Table G-7; or**
- c. request that 'In-Service Materiel Safety' be addressed in the draft CEMP (TDR G-8), even if the draft Contract requires a stand-alone IMSP, and replace TDR G-12 with 'Not used'.**

**The approach taken should be based on the detail required and avoid overlap between TDRs.**

**Amend the note to tenderers as appropriate.**

**Note to tenderers: The Commonwealth intends to assess the tenderer's system safety program management and approach, along with any associated risks, through the procedures, methods and processes documented in the [...INSERT 'draft In-service Materiel Safety Plan' or 'sample In-service Materiel Safety Plan'...] (IMSP).**

**If the tenderer plans to Subcontract significant Materiel Safety-related activities, the response should include plans for monitoring Subcontractors, and the integration and control of Materiel Safety Services provided by Subcontractors.**

**Option A: For when the tenderer is to provide a draft IMSP for tender purposes.**

- 12.1 The tenderer is to provide a draft IMSP in accordance with at least the sections of DID-ENG-IMSP listed in Table G-8.

**Note to drafters: Table G-8 forms part of Option A.**

**Table G-8: Tender Response Requirements for the draft IMSP**

<b>Section</b>	<b>Name / subject and modifications to scope</b>
6.2.2	Applicable Documents (only documents not listed in the draft Contract)
6.2.4	System Safety Organisation and Roles
6.2.5	System Safety Program Integration
6.2.6	System Safety Program Activities (6.2.6.1, 6.2.6.3 and 6.2.6.4 only)
	[...INSERT ANY ADDITIONAL DATA REQUIRED FOR TENDER...]

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**Option B: For when the tenderer is to provide a sample IMSP (or equivalent).**

- 12.2 The tenderer is to provide a sample IMSP (or equivalent) developed and used by the tenderer for another support contract of similar type, scope and complexity.

### 13. MAINTENANCE MANAGEMENT (OPTIONAL)

*Draft SOW reference: clause 6.1*

**Note to drafters: If Maintenance Support is not required under the draft Contract, or is unlikely to discriminate between tenders, the following note, clauses and Table G-9 should be replaced with 'Not used'. If Maintenance Support information is required in tenders, drafters can:**

- a. request a draft MMP by selecting Option A below, tailoring Table G-9 as required, and by deleting Option B and deleting 'Maintenance Management' from Table G-1;
- b. request a sample MMP by selecting Option B below, and by deleting Option A and deleting 'Maintenance Management' from Table G-1; or
- c. request that 'Maintenance Management' be addressed in the draft SSMP (TDR G-1), even if the draft Contract requires a stand-alone MMP, and replace TDR G-13 with 'Not used'.

**The approach taken should be based on the detail required and avoid overlap between TDRs.**

**Amend the note to tenderers as appropriate.**

**Note to tenderers: The Commonwealth intends to assess the tenderer's Maintenance management strategy and approach, along with any associated risks, through the procedures, methods and processes documented in the [...INSERT 'draft Maintenance Management Plan' or 'sample Maintenance Management Plan'...] (MMP).**

**If the tenderer plans to subcontract significant maintenance activities, the response should include plans for the monitoring of Subcontractors and the integration and control of Maintenance Services provided by Subcontractors.**

**Option A: For when the tenderer is to provide a draft MMP for tender purposes.**

- 13.1 The tenderer is to provide a draft MMP in accordance with at least the sections of DID-MNT-MMP listed in Table G-9.

**Note to drafters: Table G-9 forms part of Option A.**

**Table G-9: Tender Response Requirements for the draft MMP**

Section	Name / subject and modifications to scope
6.2.2	Introduction
6.2.3	Maintenance Organisation Structure
6.2.4	Maintenance Support Management (6.2.4.1 and 6.2.4.2 only)
6.2.5	Maintenance Management System (6.2.5.1 and 6.2.5.4 only)
6.2.6	Maintenance Activities
6.2.7	Personnel (6.2.7.1 to 6.2.7.3 and 6.2.5.7 only)
6.2.9	Subcontractor and Support Network Management
6.2.10	Maintenance Technical Data and Documentation (6.2.10.1 only, except prepared as a summary when referring to Technical Data in draft SOW Annex D)
	[...INSERT ANY ADDITIONAL DATA REQUIRED FOR TENDER...]

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**Option B: For when the tenderer is to provide a sample MMP (or equivalent).**

- 13.2 The tenderer is to provide a sample MMP (or equivalent) developed and used by the tenderer for another support contract of similar type, scope and complexity.

#### 14. SUPPLY SUPPORT (OPTIONAL)

*Draft SOW reference: clause 7.1*

**Note to drafters: If Supply Support is not required under the draft Contract, or is unlikely to discriminate between tenders, the following note, clauses and Table G-10 should be replaced with 'Not used'. If Supply Support information is required in tenders, drafters can:**

- a. request a draft SSP by selecting Option A below, tailoring Table G-10 as required, and by deleting Option B and deleting 'Supply Management' from Table G-1;
- b. request a sample SSP by selecting Option B below, and by deleting Option A and deleting 'Supply Management' from Table G-1; or
- c. request that 'Supply Management' be addressed in the draft SSMP (TDR G-1), even if the draft Contract requires a stand-alone SSP, and replace TDR G-14 with 'Not used'.

**The approach taken should be based on the detail required and avoid overlap between TDRs.**

**Amend the note to tenderers as appropriate.**

**Note to tenderers: The Commonwealth intends to assess the tenderer's Supply Support management strategy and approach, along with any associated risks, through the procedures, methods and processes documented in the [...INSERT 'draft Supply Support Plan' OR 'sample Supply Support Plan'...] (SSP).**

**If the tenderer plans to subcontract significant Supply Support activities, the response should include plans for the monitoring of subcontractors and the integration and control of Supply Support Services provided by subcontractors.**

**Option A: For when the tenderer is to provide a draft SSP for tender purposes.**

- 14.1 The tenderer is to provide a draft SSP in accordance with at least the sections DID-SUP-SSP listed in Table G-10.

**Note to drafters: Table G-10 forms part of Option A.**

**Table G-10: Tender Response Requirements for the draft SSP**

Section	Name / subject and modifications to scope
6.2.1	SSP Outline
6.2.2	Supply Support Organisation
6.2.3	Supply Support Management (6.2.3.1 and 6.2.3.2 only)
6.2.4	Supply Management System (6.2.4.1 and 6.2.4.2 only)
6.2.6	Subcontractor Management
	[...INSERT ANY ADDITIONAL DATA REQUIRED FOR TENDER...]



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**Option B: For when the tenderer is to provide a sample SSP (or equivalent).**

- 14.2 The tenderer is to provide a sample SSP (or equivalent) developed and used by the tenderer for another support contract of similar type, scope and complexity.

## 15. TRAINING SUPPORT (OPTIONAL)

*Draft SOW reference: clause 8.1*

**Note to drafters: If Training Support is not required under the draft Contract, or is unlikely to discriminate between tenders, the following note, clauses and Table G-11 should be replaced with 'Not used'. If Training Support information is required in tenders, drafters can:**

- a. request a draft TSP by selecting Option A below, tailoring Table G-11 as required, and by deleting Option B and deleting 'Training Management' from Table G-1;
- b. request a sample TSP by selecting Option B below, and by deleting Option A and deleting 'Training Management' from Table G-1; or
- c. request that 'Training Management' be addressed in the draft SSMP (TDR G-1), even if the draft Contract requires a stand-alone TSP, and replace TDR G-15 with 'Not used'.

**The approach taken should be based on the detail required and avoid overlap between TDRs.**

**Amend the note to tenderers as appropriate.**

**Note to tenderers: The Commonwealth intends to assess the tenderer's Training Support management strategy and approach, along with any associated risks, through the procedures, methods and processes documented in the [...INSERT 'draft Training Support Plan' OR 'sample Training Support Plan'...] (TSP).**

**Option A: For when the tenderer is to provide a draft TSP for tender purposes.**

- 15.1 The tenderer is to provide a draft TSP in accordance with at least the sections of DID-TNG-TSP listed in Table G-11.

**Note to drafters: Table G-11 forms part of Option A.**

**Table G-11: Tender Response Requirements for the draft TSP**

Section	Name / subject and modifications to scope
6.2.1	TSP Outline
6.2.2	Training Support Organisation
6.2.3	Training Support Management (6.2.3.1, 6.2.3.2, and 6.2.3.4 (if applicable))
6.2.4	Training Management System (6.2.4.1 and 6.2.4.2 only)
6.2.6	Subcontractor Management
6.2.7	Training Staff Qualifications and Experience (6.2.7.1 only)
	[...INSERT ANY ADDITIONAL DATA REQUIRED FOR TENDER...]

**Option B: For when the tenderer is to provide a sample TSP (or equivalent).**

- 15.2 The tenderer is to provide a sample TSP (or equivalent) developed and used by the tenderer for another contract of similar type, scope and complexity.

## 16. STATEMENT OF RELEVANT EXPERIENCE (CORE)

**Note to tenderers: The Commonwealth intends to assess the tenderer's recent experience in conducting similar support programs of equivalent type, scope and technical complexity in order to assist with the assessment of risk associated with the tenderer's proposal.**

- 16.1 Tenderers are to outline recent relevant experience in conducting similar support programs of equivalent type, scope and technical complexity.

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- 16.2 Tenderers are to describe for at least one, but preferably three, reference contracts and the type, scope and technical complexity of the support programs undertaken. The details should describe the reference contracts in terms of the services being provided and the mission, functionality, safety criticality, technology and other characteristics of the products being supported. Where relevant, comparisons between reference contracts and the draft Contract should be drawn.
- 16.3 Tenderers are to identify a point of contact in the customer organisation for each reference contract to enable the Commonwealth to verify claims of experience in conducting support programs of equivalent type, scope and technical complexity to the draft Contract.

## ANNEX H TO ATTACHMENT A

## AUSTRALIAN INDUSTRY CAPABILITY (CORE)

*Draft COC reference: clause 4*

*Attachment F to the draft Contract*

*Draft SOW reference: clause 10*

**Note to drafters: If the expected value of any resultant Contract is less than \$20 million, drafters should refer to the Australian Industry Capability (AIC) Guide for ASDEFCON.**

**Drafters should consult with the AIC Directorate at [aic.info@defence.gov.au](mailto:aic.info@defence.gov.au) or visit <http://drnet/strategy/DIPD/Pages/Defence-Industry-Branch.aspx> for AIC guidance and support, including to determine whether Sovereign Industrial Capability Priorities (SICPs) will apply.**

**For further information when tailoring AIC program requirements, refer to the 'AIC Guide for ASDEFCON'.**

**For drafting guidance and support drafters should consult with CASG Commercial Division at [defence.procurement@defence.gov.au](mailto:defence.procurement@defence.gov.au).**

**Note to tenderers: Tenderers should familiarise themselves with the 2016 Defence Industry Policy Statement, 2018 Defence Industrial Capability Plan, Sovereign Industrial Capability Priority (SICP) plans, 2018 Defence Export Strategy, 2019 Defence Policy for Industry Participation, and Australian Industry Capability (AIC) guidance available at:**

- <https://www1.defence.gov.au/business-industry>;
- <https://www1.defence.gov.au/business-industry/capability-plans>;
- <https://www1.defence.gov.au/business-industry/capability-plans/implementation-industry-plans>; and
- <https://www1.defence.gov.au/business-industry/export/strategy>.

**Note to tenderers: Tenderers are required to provide the Commonwealth with a clear and concise understanding of the work that the tenderer proposes will be undertaken by Australian Industry to provide the Services required under any resultant Contract. This will necessarily include identifying the aspects of the work for which the sources of supply have already been determined through the development of the tender as well as the further opportunities for Australian Industry that are likely to exist under any resultant Contract.**

**Note to tenderers: Subject to negotiations, key elements of the successful tenderer's AIC proposal will be incorporated into (as applicable):**

- **Attachment B – Price and Payments;**
- **Attachment F – Australian Industry Capability (as AIC Obligations); and**
- **Attachment K – Draft Data Items (as the basis of the AIC Plan to be delivered under the Contract).**

**Note to tenderers: If a tenderer is selected to participate in Offer Definition and Improvement Activities (ODIA) under clause 3.6 of the COT, the tenderer will be required to address any Commonwealth feedback on its AIC proposal, including addressing any further opportunities for promoting the AIC Objectives that have been identified, either by the tenderer in response to TDR G-4 or in consultation with the Commonwealth.**

**Note to tenderers: A stand-alone AIC Plan, which complies with DID-SSM-AICP, is not required as part of the tender response. However, the AIC Plan for any resultant Contract is to be derived from the successful tenderer's AIC planning proposal submitted in response to this Annex G, and any negotiated changes. A Public AIC Plan (an annex to the AIC Plan) will be completed by the successful tenderer / Contractor under any resultant Contract, published on a Commonwealth internet website, and will be maintained in accordance with the Contract.**

## ANNEX H TO ATTACHMENT A

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

**Note to tenderers: If the tenderer and/or any proposed Approved Subcontractors are overseas companies, the following requirement should describe how the tenderer and the proposed Approved Subcontractors are working with Australian Industry to achieve the AIC Objectives and satisfy the AIC Obligations in Attachment F. If the tenderer and/or any of the proposed Approved Subcontractors are Australian Entities, the following requirement should describe how the tenderer and the proposed Approved Subcontractors are working to achieve the AIC Objectives and satisfy the AIC Obligations in Attachment F, both within their own organisations and more broadly with Australian Industry.**

**Note to drafters: If the optional supply chain implementation and development clauses are included in the draft SOW, drafters should consider adding additional requirements into either the following clause or clause 1.5 to ensure that the tender response addresses the SOW provisions.**

1.1 For the tenderer and separately for each proposed Approved Subcontractor (as identified in response to TDR A-3 (Schedule of Proposed Subcontractors)), tenderers are to provide the following information for any resultant Contract:

- a. a brief description of the work to be undertaken in Australia or New Zealand and/or by each Australian Entity, including:
  - (i) the Services to be provided and the outcomes to be achieved; and
  - (ii) any interrelationship with any work being performed overseas as part of the Services;

**Note to tenderers: Under any resulting Contract, an Approved Subcontractor may be classified as an AIC Subcontractor if they meet the applicable criteria in clause 11.9 of the draft COC.**

- b. for each proposed Approved Subcontractor, identification as to whether or not they should also be classified as an AIC Subcontractor and, if not, the rationale for excluding it;

**Note to drafters: Refer to Attachment F to define AIAs and their applicability to SICPs or otherwise as an input to Defence capability.**

- c. a description of how the work will contribute to the creation, enhancement or maintenance of one or more Industry Capabilities in Australia or New Zealand, including in relation to:
  - (i) those Industry Capabilities identified as Australian Industry Activities (AIAs) in Attachment F, cross-referring, as applicable, to the tenderer's response to TDR G-2;
  - (ii) Industry Capabilities, not identified in Attachment F, but which the tenderer considers:
    - 1) they are, or could enable, a Critical Industrial Capability under the Sovereign Industrial Capability Priorities (SICPs) (eg, the work would make use of an existing Critical Industrial Capability under a SICP, and the work helps to maintain the viability of that Critical Industrial Capability); or
    - 2) while not related to SICPs, they are applicable to the Capability or Capabilities to which the Products Being Supported relate and should be resident in Australian Industry for reasons of Sovereignty, security, sensitivity of technology, Intellectual Property and/or the implications for other Defence capabilities; and
  - (iii) for each of the Industry Capabilities identified in response to paragraphs (i) and (ii), describing the specific commitments being made by the tenderer (including proposed Approved Subcontractors) as part of the tendered offer to facilitate these outcomes;
- d. a description of how the work addresses any 'other requirements' identified as AIAs in draft Attachment F, that are not related to Industry Capabilities;
- e. where the work is not addressed in response to paragraph 1.1c above, a description of how the work performed by Australian Industry will contribute to Sovereignty; and

**Note to drafters: For medium to-large support contracts (eg, over \$10m per year for Recurring Services), the following clause should be included to obtain the implications for the workforces of the tenderer and the proposed Approved Subcontractors. The Contractor will be required to report on**

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**these aspects under the resultant Contract, while government also seeks this type of information to better understand the implications of Defence contracts on jobs.**

**Option: Include this clause when required.**

**Note to tenderers: The following requirement is different from, but should be consistent with, TDR E-6 (Staff/Skills Profile). The following requirement is looking at the total Australian workforces to be employed by the tenderer and the proposed Approved Subcontractors that are Australian Entities to ascertain the impact of any resultant Contract on the respective workforces. TDR E-6, on the other hand, is looking at the staff/skills requirements for the work required under any resultant Contract without necessarily considering the implications on the overall workforces.**

- f. a brief summary of the Australian and/or New Zealand workforce profile for the tenderer and for any proposed Approved Subcontractors that are Australian Entities, which identifies:
- (i) the forecast total workforce numbers during the Initial Term (but after the Operative Date); and
  - (ii) any workforce groups that may be adversely affected or have a limiting effect on the achievement of the AIC program (eg, potential skills shortages in a particular region).

**Note to drafters: For medium-to-large contracts with scope for a reasonable amount of subcontracting, include the following optional clause and Table H-2. If the Contractor under any resultant Contract will perform all or almost all of the work, using established supply chains, then replace the clause and Table H-2 with 'Not used'.**

**Option: Include this clause and Table H-2 as required.**

1.2 Tenderers are to provide a table, in accordance with the format of Table H-2 below, which identifies those elements of the Contract scope for which the exact provider for particular Services has not been finalised (noting that Services includes goods, this scope includes all Subcontractors providing goods and services under any resultant Contract).

1.3 Tenderers are to complete an Australian Industry Capability Schedule in accordance with the Australian Industry Capability Schedule Response Format at Table H-3 below.

**Note to tenderers: Defence encourages contractors to maximise the use of 'local' businesses in their supply chains, particularly when contracts require work to be performed in Australia. For example, if work is to be performed at or near a Defence base (particularly in regional or remote Australia), Defence expects that, for any resultant Contract, processes for selecting companies to participate in the supply chain will include mechanisms to engage competitive local businesses that are based or primarily operate in the area where the Defence base is located.**

**In responding to clause 1.4, the tenderer is to set out 'local business' criteria against which local Australian Industry will be assessed. These criteria might include a distance or range from the Defence base or work location, or an identifiable area or region within which a company must have its principal place of business, or at least a major presence, to qualify as a 'local business'. These distances, ranges, areas or regions could differ depending on the location or nature of the work, but the proposed definition will be assessed by the Commonwealth in accordance with the Defence Policy for Industry Participation. A definition of 'local business' that is agreed with the Commonwealth will be included in the Glossary of the resultant Contract.**

1.4 Tenderers are to identify how they propose to define a 'local business', including the rationale for the proposed definition in the context of the outcomes being sought under the Defence Policy for Industry Participation.

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**Note to tenderers: The response to paragraph 1.5 below should contain targeted and definitive information and should not include marketing information. The recommended number of pages for this element of the tender response is 10 pages (A4 size or equivalent, excluding any graphics).**

- 1.5 In the context of the information provided in response to paragraphs 1.1 – 1.4, tenderers are to provide a business case that argues how the tenderer's offer achieves each of the AIC Objectives while also satisfying the other requirements of the draft Contract, including by:
- a. describing how the tenderer has:
    - (i) scanned and engaged with Australian Industry and industry representative organisations / advocates (eg, the Centre for Defence Industry Capability (CDIC)) to identify, to the extent practicable, the maximum number of potential Australian Entities that could contribute to the delivery of the SOW requirements; and
    - (ii) down-selected and optimised, in the context of the AIC Objectives, the set of Australian Entities that have been included in the tenderer's offer, particularly in relation to Small to Medium Enterprises (SMEs) and local businesses;
  - b. describing the tenderer's specific commitments (including the associated timeframes) to continue to promote the AIC Objectives under any resultant Contract and to identify and pursue opportunities for Australian Industry to participate in the delivery of the Contract requirements, including in relation to Industry Capabilities;
  - c. identifying the specific commitments that the tenderer either has made, or will make if the tenderer's bid is successful, to individual Australian Entities (other than the tenderer) associated with the delivery of the draft SOW's requirements, including identifying any qualifications on those commitments (ie, limitations or conditions on those commitments);
  - d. identifying the specific commitments obtained from each of the proposed Approved Subcontractors in relation to individual Australian Entities (other than the tenderer or the proposed Approved Subcontractors) associated with the work required under the proposed Approved Subcontract, including identifying any qualifications on those commitments;
  - e. where the work to be undertaken by Australian Industry is facilitated or made possible due to technology transfer (or similar assistance) from the tenderer or another company (eg, from a parent company or from an Original Equipment Manufacturer (OEM) under a proposed Subcontract), describing the tenderer's commitments and the commitments of the other company(ies) to enable this work to be undertaken in Australia, including specific details in relation to:
    - (i) transfer of technology, TD/IP, knowhow and know-why, including training;
    - (ii) any materiel limitations or conditions on the proposed technology transfer program and the implications for Sovereignty; and
    - (iii) the mechanisms and timeframes associated with this assistance;

**Note to drafters: Include the following clause, irrespective of whether the R&D clause is included in the draft SOW in DSD-ENG-SERV. The intent here is to seek the tenderer's commitments in relation to innovation and R&D, irrespective of whether the Commonwealth is separately seeking R&D opportunities through the draft SOW. These commitments would be incorporated into the Contract through Attachment F, the SOW, and/or the AIC Plan.**

- f. identifying the tenderer's commitments and the commitments of proposed Approved Subcontractors under any resultant Contract to promote innovation and research and development (R&D) relating to the Contract and/or the Supplies, including:
  - (i) identifying any collaborative arrangements associated with the innovation and R&D activities, such as with Defence (including Defence Science and Technology Group (DSTG)), Commonwealth Scientific and Industrial Research Organisation (CSIRO), other government organisations, academia and/or Australian Industry; and
  - (ii) describing the proposed outcomes and associated benefits to be realised, such as to develop ADF capabilities or Industry Capabilities (including the implications for Sovereignty), and/or to enhance and expand the products available from the Australian

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industrial base (eg, to support other Defence programs or to enhance the export offerings available from Australia);

- g. identifying the SMEs and local businesses that the tenderer and/or a proposed Approved Subcontractor commits to incorporate into its supply chain for the purposes of any resultant Contract, including identifying:
- (i) the name and ACN/ABN (or NZCN/NZBN) for each SME and local business;
  - (ii) the nature and scope of the work to be undertaken by each SME and local business, including the approximate timeframes for conducting this work;
  - (iii) whether or not the SME or local business is an existing member of the tenderer's and/or a proposed Approved Subcontractor's supply chains and, if a new member, the rationale for selecting this SME or local business and whether there are any opportunities for the SME or local business to become a supplier within the tenderer's and/or a proposed Approved Subcontractor's global supply chains for future work; and
  - (iv) whether or not the tenderer and/or the proposed Approved Subcontractor will be providing assistance to these SMEs or local businesses to enhance their Industry Capabilities and, if so, a brief description of the nature and scope of the assistance being offered;

**Note to tenderers: In addressing the following requirement, tenderers should familiarise themselves with the document 'Consideration of broader domestic economic benefits in procurement', which can be found at: <http://www.finance.gov.au/government/procurement/commonwealth-procurement-rules>.**

- h. briefly describing the tenderer's assessment of the direct economic benefit to the Australian economy (eg, in terms of developing and maintaining Industry Capabilities, making better use of Australian resources than would otherwise occur, and increasing productivity);
- i. describing the specific initiatives that have been employed, and the tenderer's commitments under any resultant Contract, to address the Indigenous Procurement Policy, including:
- (i) where work under any resultant Contract will be performed by one or more Indigenous Enterprises, the name and ABN for each Indigenous Enterprise, including a brief description of the work to be undertaken, the outcomes to be achieved, and/or services to be provided;
  - (ii) future commitments to consider and involve recognised Indigenous enterprises within the Contractor's supply chain over the period of any resultant Contract; and
  - (iii) future commitments to the employment of Indigenous Australians in delivering the SOW requirements; and
- j. describing any commitments made by the tenderer, and future commitments for any resultant Contract, to engage and employ veterans (previous members of the Australian Defence Force), including by Subcontractors that will employ veterans for the provision of the Services.

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

**Note to drafters: Include this requirement if DRAICs have been included in Attachment F. If not, delete all of the provisions and annotate the heading with 'Not used'.**

**Note to tenderers: The relationships between DRAICs, SICPs and Critical Industry Capabilities, or Industry as an input to Defence Capability, are set out in Attachment F. As guidance, the tenderer's response to this section 2 should not exceed three pages for each DRAIC.**

- 2.1 For each Defence-Required Australian Industry Capability (DRAIC) identified in Attachment F, tenderers are to describe how they would satisfy the DRAIC requirements, including:
- a. an assessment of the viability of implementing the full scope of the DRAIC, and if the tenderer assesses that it is not viable (in full or in part), the rationale for this assessment in relation to the delivery and sustainment of the Industry Capability and the associated costs and schedule under any resultant Contract;

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- b. if the DRAIC implements an element of a SICP, including one or more Critical Industry Capabilities, a summary of the contribution to be made to that SICP;

**Note to tenderers: The following sub-paragraphs only need to be addressed for each DRAIC that the tenderer assesses is feasible to implement in Australia (in full or in part).**

- c. whether or not the Industry Capability already exists in Australian Industry and, if so, whether it needs enhancing to satisfy the DRAIC requirements;
- d. the proposed location(s) for the DRAIC, including the proposed Australian Entities (by name and ABN / NZBN) to be involved in implementing the DRAIC and/or operating and supporting the DRAIC once it is operational;
- e. any significant assumptions, constraints and/or risks associated with implementing, operating and/or supporting the DRAIC, including the proposed approach to address or mitigate the identified assumptions, constraints and risks; and
- f. for any new or enhanced Industry Capabilities to be implemented in Australian Industry to satisfy the DRAIC requirements, an overview of the tenderer's plan for implementing the DRAIC, including to identify:
- (i) the specific commitments required for successful implementation, including in relation to transfer of technology, knowhow, know-why, and TD/IP (cross-referring, as applicable, to the commitments identified in response to paragraph 1.5e of TDR H-1), and identifying any required commitments that are still to be obtained and the risks and proposed risk treatments associated with obtaining these commitments;
  - (ii) any specific Authorisations (eg, Export Approvals) associated with the DRAIC and, if so, the specific details and timings associated with each different type of applicable Authorisation;

**Note to drafters: Delete reference to the PHIP and/or the RUMP in the following clause if draft versions of these plans are not being sought as part of the tender response.**

- (iii) the different DRAIC Elements required for the DRAIC, showing how these will be brought together to produce an operational and supported DRAIC (cross-referring to the draft Phase In Plan (PHIP) and/or draft Ramp Up Management Plan (RUMP), as applicable); and
- (iv) timings (eg, for stages of implementation, including in relation to Operative Date, Ramp Up and/or other Milestones).

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

**Note to tenderers: The formula for calculating an estimated ACE percentage is included at clause 8 of Attachment B to the draft Contract. An ACE amount, in dollars, is to be provided in response to TDR D-11. The ACE percentage for the Defined Contract Value (Recurring Services + Milestone Payments + Mobilisation Payment (if applicable)) will be included in the AIC Plan, including the Public AIC Plan, of any resulting Contract.**

- 3.1 Tenderers are to provide estimated Australian Contract Expenditure (ACE) percentages for the Defined Contract Value and, separately, for each of its component elements for the Initial Term of any resultant Contract.



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**Note to drafters: If the Recurring Services Fee for the Contract is expected to exceed A\$20 million per annum, then Prescribed ACE Percentages will be included at Attachment F and the following option is to be included. Refer to Attachment F for further information.**

**Option: Include this option if the Contract WILL include Prescribed ACE Percentages.**

**Note to tenderers: The ACE measurement periods for Table H-1 should correspond to the 'pricing periods' for each Core Services Fee schedule, where a pricing period is the applicable duration of a Core Services Fee worksheet in the ASDEFCON Support Pricing Workbook (SPTPW) to be tendered in response to TDR D-3. These pricing periods correspond to stages in Ramp Up and the years between Adjustment Dates for Core Services Fees. If a pricing period during Ramp Up is relatively short (eg, six months or less) the Commonwealth and preferred tenderer, during negotiations, may consider merging more than one pricing period into a single ACE Measurement Period.**

**The Prescribed ACE Percentages to be included in the response for Table H-1 are to be determined for all Recurring Services Fees in each ACE Measurement Period (ie, for Core Services and, if applicable, Excluded Services). Prescribed ACE Percentages may be different to but should be consistent with the calculated ACE percentages provided in response to TDR D-11.**

- 3.2 Tenderers are to provide, in relation to Recurring Services Fees for the Initial Term of any resultant Contract, the Prescribed ACE Percentages that would be achieved for each ACE Measurement Point, in the format of Table H-1.
- 3.3 When preparing the response to clause 3.2, tenderers are to identify ACE measurement periods using the pricing periods applicable to each schedule for Core Services Fees, as tendered in response to Annex D to Attachment A to the COT.

**Table H-1: ACE Measurement Points and Prescribed ACE Percentages**

ACE measurement period (in accordance with Attachment F)		Prescribed ACE Percentage (c)
Start (a)	ACE Measurement Point (b)	
[...INSERT EG, "Operative Date"...]	[...INSERT EG, "Ramp Up Milestone 1"...]	( )%
[...INSERT EG, "Ramp Up Milestone 1"...]	[...INSERT EG, "Ramp Up Milestone 2"...]	( )%
[...INSERT EG, "Ramp Up Milestone 2"...]	[...INSERT EG, "October 2024"...]	( )%
[...INSERT EG, "September 2025"...]		( )%
	end of the Initial Term	( )%

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

**Note to drafters: This requirement is applicable to medium-to-larger contracts with sufficient scope of work such that it may be possible to identify opportunities to enhance AIC. If not required as part of the tender, delete the clauses below and annotate the heading as 'Not used'.**

**Note to tenderers: The Commonwealth is keen to investigate opportunities with the potential to further promote AIC Objectives and enhance AIC under the Contract, particularly in relation to furthering opportunities for Australian Industry, building Industry Capabilities, and promoting export opportunities. For clarity, this should not include any elements identified in Table H-2, as any elements in this table are considered as part of the tenderer's baseline AIC offer. To this end, the Commonwealth is seeking the tenderer's proposals for those areas where these types of opportunities**

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***might be able to be realised without unduly affecting cost (including Total Cost of Ownership (TCO)), schedule or the Capability.***

***The Commonwealth reserves the right to use ideas put forward by any tenderer in relation to proposed opportunities to enhance AIC for the purposes of any resultant Contract and, more generally, for the purposes of the Commonwealth.***

***The responses to this requirement are not assessed as alternative proposals in accordance with clause 2.15 of the COT, but the Commonwealth will include any identified opportunities in its assessment of the tenderer's offer.***

- 4.1 Tenderers are to identify any opportunities that would improve their offer from an AIC perspective, but were not included in their baseline proposal because of the implications for other aspects of their offer (eg, in relation to cost, schedule and/or Capability), including for each proposed opportunity:
- a. describing the nature and scope of the potential opportunity, including:
    - (i) the envisaged outcomes, such as enhancing opportunities for Australian Industry under any resultant Contract; implementing or enhancing one or more Industry Capabilities (including in relation to a SICP); enhancing Sovereignty; undertaking R&D to enhance the Capability; achieving benefits that span various Defence capabilities; promoting export opportunities; and/or incorporating a supplier into the tenderer's supply chain;
    - (ii) the specific benefits to Australian Industry and Defence, as applicable, that would be likely to occur if the opportunity were to be pursued under any resultant Contract; and
    - (iii) the rationale for including it as an opportunity, rather than including it in the tenderer's baseline proposal;
  - b. identifying the recipient(s) of the opportunity under any resultant Contract, which could be:
    - (i) the tenderer itself;
    - (ii) a proposed Subcontractor, which may include a lower-tier proposed Subcontractor (eg, an SME working to an overseas proposed Subcontractor);
    - (iii) the Commonwealth (eg, in relation to any studies or R&D); or
    - (iv) a third party (eg, academia);
  - c. identifying the parties that would be involved in implementing the opportunity (eg, the Contractor under any resultant Contract, one or more proposed Subcontractors, the Commonwealth, other Commonwealth contractors, DSTG and/or academia);
  - d. providing a brief description of the scope of work and an outline of the proposed plan to implement the opportunity under any resultant Contract, including:
    - (i) identifying the potential location(s) where the opportunity could be implemented;
    - (ii) identifying the proposed timings for implementation, including any linkages to Milestones;

***Note to tenderers: The Commonwealth is not seeking definitive costs in the following requirement, but sufficient insight into the likely costs to be able to make decisions as to whether to progress the opportunity. The Commonwealth may elect to pursue one or more of these opportunities with a tenderer during ODIA (if held) or during contract negotiations.***

- (iii) outlining any investments (eg, setup, equipment and/or infrastructure) and associated costs required to implement the opportunity, including whether these costs will be met by the implementing party, the recipient, or some combination of the two; and
  - (iv) providing an indication of the resources required by the implementing party or parties and the recipient(s) to achieve successful implementation of the opportunity;
- e. identifying any risks associated with implementing the proposed opportunity and, where applicable, its longer-term sustainability;
  - f. identifying any provisions of the draft Contract (including the draft SOW) that the tenderer considers will unnecessarily impede the achievement of the envisaged outcomes and/or benefits; and

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- g. describing any longer-term benefits for the Capability and any other direct benefits for the Australian economy (eg, on-going employment) associated with the opportunity.

**5. AIC PAST PERFORMANCE (CORE)**

***Note to tenderers: Tenderers without a significant presence in Australia may refer to example contracts where they assisted a customer country to develop local industry capabilities, which enabled that country's industry to participate in the provision of significant sustainment-related services, and to establish and maintain a capable in-country industry support base.***

5.1 For the purpose of demonstrating past performance in relation to AIC, tenderers are to identify up to [...INSERT NUMBER EG, three...] relevant and recent (ie, completed within the last five years) or current contracts (herein '**referenced contracts**'), which may be:

- a. Australian Defence contracts (either as the prime contractor or as a subcontractor), including contracts under the Global Supply Chain (GSC) program; and/or
- b. contracts from other reference sites nominated by tenderers,

in which the tenderer had significant AIC obligations (or similar obligations in a different country), including in relation to establishing or enhancing, or assisting with establishing or enhancing, and maintaining, local Industry Capabilities.

***Note to tenderers: As guidance, the summary of each referenced contract in response to paragraph 5.2 should not exceed three pages.***

5.2 For each referenced contract, tenderers are to summarise their role (eg, prime or subcontractor), the overall scope of work, the AIC requirements (or similar obligations in a different country), and the significant achievements with respect to AIC (or similar), including providing an overview of:

- a. any Industry Capabilities, for the sustainment or ongoing enhancement of products, which were established or enhanced as part of the referenced contract, identifying the type of products supported and scope of the sustainment or enhancement activities; and/or
- b. the tenderer's role in the long-term maintenance of in-country sustainment capabilities, including details of the scope of Industry Capabilities maintained and their relevance to Sovereignty and economic benefit, as applicable.

5.3 For any referenced contracts that are not Australian Defence contracts, tenderers are to provide contact details for a manager within the customer organisation.

5.4 Tenderers who have Performance Exchange Scorecards held by Defence in the last five years are to refer to any 'marginal' or 'unsatisfactory' ratings received in relation to AIC in the last five years and, in relation to any such ratings, include in their tender the strategies through which they have or will implement performance improvements for the AIC program under any resultant Contract.

5.5 For the purposes of this clause 5, 'tenderer' also encompasses any Related Body Corporate, any proposed Approved Subcontractor and their Related Body Corporate, and any special purpose vehicle (in which any of these entities have been involved).

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**Note to drafters: This table is optional and should be deleted (replaced with "Not used") if TDR H-1.2 is not used.**

Table H-2: Opportunities for Australian Industry

CWBS Level 3 Element (or equivalent)  (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 H-2:**

**Column (a):** Where TDR E-2 (Contract Work Breakdown Structure and Dictionary) is included in the tender, each Contract Work Breakdown Structure (CWBS) level 3 element number from the CWBS in the tendered response; otherwise, each applicable item number (to an equivalent level) from the Recurring Service Fee tables prepared in response to TDR D.

**Column (b):** Whether there are any goods or services under the CWBS (or equivalent) element for which a provider 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 or under an existing subcontracting arrangement), tenderers are to insert the words "No providers of Services 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 provider 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 proposed 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.

**Column (c):** In relation to those CWBS (or equivalent) 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 (if any), including a brief description of the goods and/or services that those entities offer.

## ANNEX H TO ATTACHMENT A

**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 H-3: 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	Local Business	Indigenous Enterprise	Veterans
a.	b.	c.	d.	e.	f.	g.	h.
[...Contractor name...]		[... cross-refer to response to TDR H-1.1 ...]					
[...Approved Subcontractor A...]		[... cross-refer to response to TDR H.1-1 ...]					
[... Entity C (Subcontractor to Approved Subcontractor A)...]							

**Notes for Table H-3:**

- 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 by each Australian Entity, including the approximate timing(s) / timeframes when the work will be undertaken and, if applicable, cross-references to DRAICs and other AIAs. For the tenderer and each proposed Approved Subcontractor, cross-refer to the descriptions of work scope provided in response to TDR H-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 Contractor and each proposed Approved Subcontractor, the information provided here should be consistent with the location information provided in response to TDR F-1 and TDR A-3, respectively.
- e. SME:** Is the organisation a Small-to-Medium Enterprise (yes/no)?
- f. Local Business:** Is the organisation a Local Business (yes/no)?
- g. Indigenous Enterprise:** Is the organisation an Indigenous Enterprise (yes/no)?
- h. Veterans:** Has the organisation signed the Veterans Employment Commitment (yes/no)? (refer: [veteranemployment.gov.au](http://veteranemployment.gov.au))

## ANNEX I TO ATTACHMENT A

## BUILDING CODE (OPTIONAL)

**Note to drafters: This Annex I should be included when clause 1.10 of the Conditions of Tender is used.**

*Note to tenderers: Tenderers should refer to clauses 1.10, 3.4 and 3.11 of the Conditions of Tender.*

*Tenderers must complete and provide the information required in this Annex I to Attachment A. If the tenderer wishes to submit a consortium tender for the Services, the tenderer is to complete and lodge the information requested in this Annex I, for each consortium tender (as applicable).*

*Refer to Section 2 - Declaration of Compliance below regarding instructions for provision of a Workplace Relations Management Plan, when a consortium tender is submitted.*

## Section 1 - DECLARATION OF COMPLIANCE

## Declaration of Compliance with the Building Code

[INSERT RFT NUMBER, RFT NAME AND DESCRIPTION OF WORKS, AS APPLICABLE]

[INSERT NAME OF TENDERER, ABN AND ACN, AS APPLICABLE] ('tenderer')

*Note to tenderers: This clause applies to the tenderer and its Related Entities only in respect of Commonwealth Funded Building Work delivered in Australia.*

*Applicable Enterprise Agreements are only those that relate to Building Work delivered in Australia.*

*Further information on the Building Code can be found on the [Australian Building and Construction Commission](#) website, including [the model declaration of compliance and model contract clauses applicable to contractors and subcontractors in relation to the Building Code](#).*

## 1 DECLARATIONS

## 1.1 The tenderer:

- a. confirms that it and its Related Entities are eligible to perform Commonwealth Funded Building Work at the time of lodging its tender;
- b. confirms that it has complied with the Building Code in preparing its tender;
- c. acknowledges that it and its Related Entities must comply with the Building Code in relation to all Building Work described in Schedule 1 of the Building Code for which an expression of interest or request for tender (however described) is called on or after the date that the Building Code commenced, being 2 December 2016, and, should it be the successful tenderer, in relation to the Commonwealth Funded Building Work;
- d. undertakes to ensure that it will, and that its Subcontractors that it subcontracts to perform any Commonwealth Funded Building Work will, comply with the Building Code (should it be the successful tenderer);
- e. acknowledges the powers and functions of the ABC Commissioner and the ABCC under the *Building and Construction Industry (Improving Productivity) Act 2016* (Cth) and the Building Code and undertakes to ensure that it and its Subcontractors will comply with any requests made by the ABCC and the ABC Commissioner within those powers and functions, including requests:
  - (i) for entry under section 72 of the *Building and Construction Industry (Improving Productivity) Act 2016* (Cth);
  - (ii) to interview any person under section 74 of the *Building and Construction Industry (Improving Productivity) Act 2016* (Cth);
  - (iii) to produce records or documents under sections 74 and 77 of the *Building and Construction Industry (Improving Productivity) Act 2016* (Cth); and
  - (iv) for information concerning matters relating to the Building Code under subsection 7(c) of the Building Code;

**ANNEX I TO ATTACHMENT A**

- f. declares that where it proposes to subcontract any of the Commonwealth Funded Building Work, should it be the successful tenderer, it will:
- (i) not enter into a subcontract with a Subcontractor who:
    - 1) is covered by, or has Related Entities covered by, an Enterprise Agreement that does not meet the requirements of section 11 of the Building Code;
    - 2) is subject to an Exclusion Sanction; or
    - 3) unless approved otherwise by the ABC Commissioner, is excluded from performing Building Work funded by a State or Territory government; and
  - (ii) only enter into a subcontract where:
    - 1) the Subcontractor undertakes to only use products in relation to the Commonwealth Funded Building Work that comply with the relevant Australian standards published by, or on behalf of, Standards Australia;
    - 2) the Subcontractor undertakes to comply with the Workplace Relations Management Plan (if required) approved by the ABCC in accordance with part 6 of the Building Code that applies to the Commonwealth Funded Building Work;
    - 3) the Subcontractor has submitted a declaration of compliance, including the further information outlined in Schedule 1 of this Declaration of Compliance, in substantively the same form as the model declaration of compliance applicable to contractors and Subcontractors in relation to the Building Code (or in such other form as notified by the Commonwealth);
    - 4) the subcontract with the Subcontractor contains clauses in substantively the same form as the model contract clauses applicable to contractors and subcontractors in relation to the Building Code (or in such other form as notified in writing by the Commonwealth);
    - 5) the Subcontractor has advised, prior to entering into a subcontract with the tenderer, whether the Subcontractor has within the preceding three year period:
      - 1. had an adverse decision, direction or order made by a court or tribunal for a breach of a designated building law, work health and safety law or the *Migration Act 1958* (Cth); or
      - 2. been required to pay any amounts under an adjudication certificate (provided in accordance with a law relating to the security of payments that are due to persons in respect of Building Work) or owed any unsatisfied judgement debts (including by any Related Entity) to a Building Contractor or Building Industry Participant; and
    - 6) the Subcontractor has agreed to update the advice referred to in clause 1.1f.(ii)5) every six months for the duration of the subcontract between the tenderer and the Subcontractor;
- g. declares that it has provided all of the further information required by Schedule 1 to this Declaration of Compliance;
- h. declares that:
- (i) it and its Related Entities are not covered by an Enterprise Agreement that does not meet the requirements of section 11 of the Building Code (and it must complete question 1 of Schedule 1 to this Declaration of Compliance);
  - (ii) it is not subject to an Exclusion Sanction;
  - (iii) it has not had an adverse decision, direction or order made by a court or tribunal for a breach of the *Building and Construction Industry (Improving Productivity) Act 2016* (Cth), a designated building law, work health and safety law or competition and

**ANNEX I TO ATTACHMENT A**

consumer law which has not been stayed or revoked and for which the period for compliance has expired without it having complied with the decision, direction or order;

***Option: For use if a Workplace Relations Management Plan is required.***

- (iv) it has provided as part of its tender a Workplace Relations Management Plan for approval by the ABCC in accordance with Part 6 of the Building Code;
- (v) it will only use products in relation to the Commonwealth Funded Building Work that comply with the relevant Australian standards published by, or on behalf of, Standards Australia, should it be the successful tenderer; and
  - i. confirms that all information provided in this Annex I to Attachment A is true and correct at the time of lodging its tender.

In the interpretation of this declaration, unless the contrary intention appears, terms defined in the RFT have the same meaning when used in this declaration.

***Note for 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 Procurement and Contracting intranet page at:***

***<http://drnet/casg/commercial/CommercialPolicyFramework/Pages/Factsheets-and-Guidance.aspx>***

***This guidance should be used to assess the Tenderers execution of the Declaration.***

**(INSERT APPROPRIATE TENDERER'S EXECUTION CLAUSE)**



**ANNEX I TO ATTACHMENT A**

**Schedule 1 - Information regarding compliance with the Building Code**

The tenderer must provide the following information as part of its Declaration of Compliance:

**Note to tenderers: Compliance with section 11 of the Building Code can be demonstrated by the provision of either an ABCC issued Letter of Compliance or completed Self-Declaration of Eligibility. More information and relevant templates in respect of this can be found at: <https://www.abcc.gov.au/building-code/contractors/eligibility-tender>**

1. Does the tenderer or its Related Entities have an Enterprise Agreement that does not meet the requirements of section 11 of the Building Code?

YES  NO

Please provide details:

**[INSERT]**

**Note to tenderers: Complete the following question and attach the required evidence according to the tenderer's circumstances. See clause 1.10 of the conditions of tender regarding providing evidence of eligibility to lodge a tender for Building Work and the consequences of a failure to provide this evidence. The onus is on the tenderer to establish to the Commonwealth's satisfaction its eligibility to submit a tender.**

Does the tenderer or its Related Entities have an Enterprise Agreement made or varied (in accordance with section 207 of the *Fair Work Act 2009* (Cth)) on or after 25 April 2014 that covers the tenderer or its Related Entities in respect of Building Work?

YES  NO

If Yes, the tenderer must:

- a. attach a:
  - i. copy of the letter of compliance issued by the ABCC; or
  - ii. completed Self-Declaration of Eligibility A (a template of which is available from the ABCC),

**only related to the entity that will carry out the Building Work** in relation to the project; and

NAME OF ENTITY COVERED BY THE ENTERPRISE AGREEMENT	TITLE OF ENTERPRISE AGREEMENT THAT COVERS THE TENDERER OR ITS RELATED ENTITIES IN RESPECT OF BUILDING WORK	DATE MADE OR VARIED (IN ACCORDANCE WITH SECTION 207 OF THE FAIR WORK ACT 2009 (CTH))	FAIR WORK COMMISSION REFERENCE	DOES THE ENTITY HAVE AN ABCC LETTER OF COMPLIANCE (DETERMINATION) IN RELATION TO THE AGREEMENT ?	IF NO, IS THE ENTITY ENTITLED TO AN EXEMPTION OUTLINED IN SCHEDULE 5 OF THE BUILDING CODE IN RELATION TO THE ENTERPRISE AGREEMENT ?
[INSERT]	[INSERT]	[INSERT]	[INSERT]	[YES/NO]	[INSERT]

**ANNEX I TO ATTACHMENT A**

- b. list all Enterprise Agreements made or varied (in accordance with section 207 of the *Fair Work Act 2009* (Cth)) on or after 25 April 2014 that cover the tenderer or its Related Entities in respect of Building Work:

If No, the tenderer must complete and attach Self-Declaration of Eligibility A (a template of which is available from the ABCC).

2. Is the tenderer excluded from performing Building Work funded by a State or Territory government? If so, the Commonwealth reserves the right to exclude the tenderer from further consideration in accordance with clause 1.10.5 of the Conditions of Tender.

**YES**                       **NO**

Please provide details:

**[INSERT]**

3. Does the tenderer confirm that it and its Related Entities are eligible to perform Commonwealth Funded Building Work at the time of lodging its tender?

**YES**                       **NO**

Please provide details:

**[INSERT]**

4. Does the tenderer positively commit to the provision of appropriate training and skills development for its workforce, and, if so, what evidence can the tenderer supply in relation to this (for example, evidence of its compliance with any State or Territory government building training policies and evidence of its support in the delivery of nationally endorsed building and construction competencies)?

**YES**                       **NO**

Please provide details:

**[INSERT]**

5. How many current apprentice and trainee employees are engaged or intended to be engaged by the tenderer to undertake the Commonwealth Funded Building Work?

Please provide details:

**[INSERT]**

6. How many and what classes of persons that hold visas under the *Migration Act 1958* (Cth) are engaged or intended to be engaged by the tenderer to undertake the Commonwealth Funded Building Work?

Please provide details:

**[INSERT]**

7. Has the tenderer within the preceding three years had an adverse decision, direction or order of a court or tribunal made against it for a breach of a designated building law, work health and safety law or the *Migration Act 1958* (Cth)?

**YES**                       **NO**

Please provide details:

## ANNEX I TO ATTACHMENT A

**[INSERT]**

8. Has the tenderer or its Related Entities within the preceding three years been required to pay any amount under an adjudication certificate (provided in accordance with a law relating to the security of payments that are due to persons in respect of Building Work) to a Building Contractor or Building Industry Participant?

YES  NO

Please provide details:

**[INSERT]**

9. Has the tenderer or its Related Entities within the preceding three years owed any unsatisfied judgement debts to a Building Contractor or Building Industry Participant?

YES  NO

Please provide details:

**[INSERT]**

10. To what extent does the tenderer intend to use domestically sourced and manufactured building materials to undertake the Commonwealth Funded Building Work?

Please provide details:

**[INSERT]**

**Note to tenderers: For questions 11-13, the 'project' referred to is the project to which the Commonwealth Funded Building Work relates.**

11. What is the tenderer's assessment of the whole-of-life costs of the project?

Please provide details:

**[INSERT]**

12. What does the tenderer consider the impact on jobs will be of the project?

Please provide details:

**[INSERT]**

13. Does the tenderer consider that the project will contribute to skills growth?

YES  NO

Please provide details:

**[INSERT]**

## ANNEX I TO ATTACHMENT A

***Option: For use if a Workplace Relations Management Plan is required.***

***Note to tenderers: If Workplace Relations Management Plan (WRMP) is required it must be provided with the tender response.***

***Tenderers can find further information regarding WRMPs, including a model WRMP, at the following ABCC website:***

***<https://www.abcc.gov.au/building-code/workplace-relations-management-plans>***

**Section 2 - WORKPLACE RELATIONS MANAGEMENT PLAN**

Tenderers are to provide a Workplace Relations Management Plan that meets the requirements described in section 32 of the Building Code (including any matters in Schedule 3 of the Building Code that the ABCC considers necessary) for the approval of the ABCC.

Where a consortium tender is submitted, a single Workplace Relations Management Plan must be provided with the tenderer's response to Annex I to Attachment A, which relates to all members of the consortium (as applicable).