FINANCIAL (CORE)

1. PRICE SCHEDULE (CORE)

Draft COC (Acquisition) reference: clause 7

Draft COC (Support) reference: clause 7

* 1. Tenderers are to complete the Price Schedule in accordance with the Format at Tables A-D-1 to A-D-7.
  2. Tenderers are to indicate their compliance with the Commonwealth’s requirements set out at Tables A-D-1 to A-D-7 (if any) and indicate the best delivery date that can be achieved having regard to other commitments.
  3. Tendered prices are to be inclusive of all costs of complying with the Contract (Acqusition) and Contract (Support) and associated with providing the Supplies and Services and carrying out all matters and doing all things necessary for the due and proper performance and completion of the proposed Contracts. These include all licence fees, royalty payments and services representatives. Tenderers are to apply the CASG Cost Principles when preparing tendered prices.
  4. Tenderers are required to submit tender prices inclusive of all overseas taxes and charges and all Australian (Federal, State and Local Government) taxes including GST, customs and other duties and charges and arranging customs clearance and services of representatives that are applicable at the Base Date. Tenderers are not to include any contingency for exchange rate fluctuations in their tendered price.

Note to tenderers: It is Defence policy that when the proportion of the total price that is payable in source currency is significant, the contract is to be written in source currency. The Commonwealth will only make payments in Australian currency when the foreign currency amounts are insignificant. A determination of whether the amounts are significant will be made by Defence following receipt of tenders. For the purposes of evaluation, any foreign currency element of a tendered price will be calculated at the spot selling rate of exchange against the Australian dollar, quoted by the Reserve Bank of Australia at the Base Date.Prices for tendered Supplies and Services are to be stated in Australian dollars except for any significant portion of the Supplies or Services to be imported from overseas, which is to be stated in foreign currency. All prices tendered are to be in Base Date dollars.

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

If a tenderer intends to exercise the option of appointing a resident GST agent to act on its behalf for GST purposes in accordance with clause 7.13 of the draft COC (Acquisition) or 7.13 of the draft COC (Support), tenderers are requested to provide the details of their proposed agent at TDR A-D-9.

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. Tenderers are to state whether GST will be payable for each item of the Supplies in the Price Schedule.

Prices for Milestones

Note to drafters: Drafters should populate the following table with the Milestone Descriptions, Milestone Criteria and Milestone Dates before the release of the RFT if possible.

Table A-D-1: Price Schedule Contract (Acquisition) Response Format

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Item | Item Description | Qty | Unit Price $A or Foreign Currency  Duty Free | Warranty Premium $A or Foreign Currency | Latent Defects Premium $A or Foreign Currency | Customs Duty $A | Total Price $A  (cxd)+e+f+g  or Foreign Currency (cxd)+e+f | Value of Australian Industry Activity  (for each line item) | Price Basis | Applicability of GST |
| (a) | (b) | (c) | (d) | (e) | (f) | (g) | (h) | (i) | (j) | (k) |
|  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |
| CONTRACT PRICE | | | | | | |  |  | | |

Notes to tenderers: Table A-D-1

1. This should be in CWBS numerical sequence.
2. A brief description of the item or service sufficient for identification, cross-referenced where practicable to relevant clause numbers in the draft SOW (Acquisition) or other parts of the RFT. Where the deliverable is a service (e.g. installation or progress reporting), only the relevant columns should be completed and others marked “not applicable” or “N/A”.
3. The number of items required under the proposed contract.
4. Duty free unit prices are required.
5. Tenderers should indicate, where appropriate, the warranty premium against the specific item.
6. Tenderers should indicate, where appropriate, the Latent Defect (if any) premium against the specific item.
7. The itemised customs duty applicable to all imported items is required.
8. If the Unit Price in Column (d) is provided in Australian currency, the Total Price in Column (h) will be calculated by multiplying the Quantity in Column (c) by the Unit Price in Column (d), then adding the Warranty premium in Column (e), the Latent Defect premium in Column (f) and the Customs Duty in Column (g). If the Unit Price in Column (d) is provided in a Foreign Currency, the Total Price in Column (h) will consist of two separate figures, the first being calculated by multiplying the Quantity in Column (c), by the Unit Price in Column (d), then adding the Warranty Premium in Column (e) and the Latent Defect premium in Column (f); and the second being the $AUD Customs Duty in Column (g).
9. List the value of the Australian Industry Activity in Australian Dollars (indicate whether it is an actual or nominal figure and outline the method of valuation including the rationale).
10. Tenderers are to indicate the price basis such as firm, variable (noting that a Base Date are to be cross-referenced) or cost reimbursement.
11. Tenderers are to denote which line items are subject to GST.

Note to drafters: The contents in columns (a), (b) and (c) of the draft table below are included by way of EXAMPLE ONLY. Actual Milestones should reflect the requirements of the draft Contract.

Table A-D-: Prices for Milestones in Contract (Support)

|  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| MILESTONE DESCRIPTION | MILESTONE CRITERIA | MILESTONE DATE(S) | MILESTONE PAYMENTS | | | | | | | | |
| MILESTONE PAYMENTS  (Excluding GST and customs duty) | | CUSTOMS DUTY | GST | MILESTONE PAYMENTS  (Including GST and customs duty)  (d)+(e)+(f) | | ADJUSTMENTS  (if Applicable)  (total = 1.00)  (refer to formulae at clause 6 of this Annex D) | | |
| (a) | (b) | (c) | (d) | | (e) | (f) | (g) | | (h) | | |
| $A | [INSERT FOREIGN CURRENCY] | $A | $A | $A | [INSERT FOREIGN CURRENCY] | Labour component  (Ref = Y) | Australian Materials component  (Ref = ZA) | Imported Materials component  (Ref = ZI) |
| 1. Securities | 1. Provision to the Commonwealth of securities and deeds, in accordance with clause 7.7 and 7.8 of the COC (Support). | 1. [INSERT DATE] |  |  |  |  |  |  |  |  |  |
| 1. Phase In Stage 1 Milestone | 1. As defined in the Approved PHIP | 1. Planned OD - 40 |  |  |  |  |  |  |  |  |  |
| 1. Operative Date (OD) | 1. OD has occurred in accordance with clause 1.5 of the COC of the Contract (Support). | 1. Planned OD |  |  |  |  |  |  |  |  |  |
| 1. Commence Services for **[INSERT DESCRIPTIVE NAME]** | 1. Support Services available to enable [INSERT CAPABILITY-RELATED DESCRIPTION] | 1. OD + [INSERT MONTHS] |  |  |  |  |  |  |  |  |  |
| 1. Commence Services for [INSERT DESCRIPTIVE NAME] | 1. Support Services available to enable [INSERT CAPABILITY-RELATED DESCRIPTION] | 1. [INSERT DATE] |  |  |  |  |  |  |  |  |  |
| 1. Commence Services for [INSERT DESCRIPTIVE NAME] | 1. [INSERT CONCURRENT CONTRACT MILESTONE DESCRIPTION] | 1. [INSERT DATE] |  |  |  |  |  |  |  |  |  |
| 1. [DRAFTER TO INSERT] | 1. [DRAFTER TO INSERT] | 1. [INSERT DATE] |  |  |  |  |  |  |  |  |  |

Notes to tenderers: Table A-D-2

1. Milestone Description: A brief description of the Milestone, cross-referenced (where practicable) to the relevant clause numbers in the SOW of the Contract (Support) (including DSDs).
2. Milestone Criteria: The criteria required to be satisfied before achievement of the Milestone can be claimed and the Milestone Payment can be made.
3. Milestone Date(s): The date by which the Contractor (Support) is to achieve the Milestone.
4. Milestone Payments: The GST and customs duty exclusive price payable in respect of the Milestone.
5. Customs Duty: If applicable, all import and export duties in $A in respect of each Milestone.
6. GST: The GST amount applicable to each Milestone.
7. Milestone Payments: The GST and customs duty inclusive price payable in respect of the Milestone.
8. Adjustments: If applicable, indicate the labour component, Australian materials component and imported materials component (total out of 1.00) for purposes of the adjustment formula at TDR A-D-7.

Core Services Fee

Note to drafters: The following tables should be developed and populated in order to provide a suitable breakdown of the Core Services Fee applicable to each stage of the Term of the Contract (Support). The first example table includes the first two stages of a Ramp Up period following OD. Some lines will not have fee amounts identified in the initial stage(s) (ie, as those Services have not yet commenced). Further tables are to be added for each applicable stage until a mature level of Services has been reached. For convenience, subsequent tables should then be developed for each financial year or other suitable period (eg, to align with Adjustment Dates).

Instead of using the following tables in Microsoft Word, drafters and procurement teams may prefer to develop spreadsheets in a similar format. Appropriate guidance and information should be included to assist tenderers in responding.

Adjustments should only be included where tables for multiple years do not factor in price adjustments for labour and materials.

Table A-D-3A: Core Services Fee for the period from OD to [INSERT EVENT NAME]and subsequent [INSERT EVENT NAME]

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Item No. | Item Description | Stage 0: OD to [INSERT EVENT NAME] (a) | | | | | | Stage [INSERT NUMBER]: [INSERT EVENT NAME] to [INSERT EVENT NAME] (a) | | | | | | ADJUSTMENTS  (if applicable)  (total = 1.00. Refer to formulae at clause 6 of this Annex D) | | |
| Annual price during Stage  (excluding GST & customs duty) | | Customs Duty  (if applicable) | GST  (if applicable) | Annual price during Stage  (including GST & customs duty)(d+e+f) | | Annual price during Stage  (excluding GST & customs duty) | | Customs Duty  (if applicable) | GST  (if applicable) | Annual price during Stage  (including GST & customs duty)  (d+e+f) | | Labour component  (Ref = Y) | Australian Materials component  (Ref = ZA) | Imported Materials component  (Ref = ZI) |
| (b) | (c) | (d) | | (e) | (f) | (g) | | (d) | | (e) | (f) | (g) | | (h) | | |
|  |  | $A | [INSERT FOREIGN CURRENCY] | $A | $A | $A | [INSERT FOREIGN CURRENCY] | $A | [INSERT FOREIGN CURRENCY] | $A | $A | $A | [INSERT FOREIGN CURRENCY] |  | | |
|  | 1. [INSERT LEVEL 1 CWBS REFERENCE] | | | | | | | | | | | | | | | |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | 1. SUBTOTAL: |  |  |  |  |  |  |  |  |  |  |  |  |  | | |
|  | 1. [INSERT LEVEL 1 CWBS REFERENCE] | | | | | | | | | | | | | | | |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | 1. SUBTOTAL: |  |  |  |  |  |  |  |  |  |  |  |  |  | | |
| 1. Core Services Fee (Stage 1) (i) | | | | | |  |  | 1. Core Services Fee (Stage [INSERT NUMBER]) (i) | | | |  |  |  | | |

Table A-D-3B: Core Services Fee for the period from [INSERT EVENT NAME] to [INSERT EVENT NAME] and subsequent [INSERT EVENT NAME]

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Item No. | Item Description | Stage [INSERT NUMBER]: [INSERT EVENT NAME] to [INSERT EVENT NAME] (a) | | | | | | Stage [INSERT NUMBER]: [INSERT EVENT NAME] to end of [INSERT EVENT NAME] (a) | | | | | | ADJUSTMENTS  (total = 1.00. refer to formulae at clause 6 of this Annex D)  (if Applicable) | | | | | |
| Annual price during Stage  (excluding GST & customs duty) | | Customs Duty  (if applicable) | GST  (if applicable) | Annual price during Stage  (including GST & customs duty)  (d+e+f) | | Annual price during Stage  (excluding GST & customs duty) | | Customs Duty  (if applicable) | GST  (if applicable) | Annual price during Stage  (including GST & customs duty)  (d+e+f) | | Labour component  (Ref = Y) | Australian Materials component  (Ref = ZA) | | | | Imported Materials component  (Ref = ZI) |
| (b) | (c) | (d) | | (e) | (f) | (g) | | (d) | | (e) | (f) | (g) | | (h) | | | | | |
|  |  | $A | [INSERT FOREIGN CURRENCY] | $A | $A | $A | [INSERT FOREIGN CURRENCY] | $A | [INSERT FOREIGN CURRENCY] | $A | $A | $A | [INSERT FOREIGN CURRENCY] |  | | | | | |
|  | 1. [INSERT LEVEL 1 CWBS REFERENCE] | | | | | | | | | | | | | | | | | | |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | | |  | |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | | |  | |  |
|  | 1. SUBTOTAL: |  |  |  |  |  |  |  |  |  |  |  |  |  | | | | | |
|  | 1. [INSERT LEVEL 1 CWBS REFERENCE] | | | | | | | | | | | | | | | | | | |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | |  | |  | |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | |  | |  | |
|  | 1. SUBTOTAL: |  |  |  |  |  |  |  |  |  |  |  |  |  | | | | | |
| 1. CORE SERVICES FEE (STAGE[INSERT NUMBER]) (i) | | | | | |  |  | 1. CORE SERVICES FEE (STAGE [INSERT NUMBER]) (i) | | | |  |  |  | | | | | |

Notes to tenderers: Table A-D-3A and Table A-D-3B

1. Stage: The stage is the period of the Term of the Contract (Support) for which the listed prices apply.
2. Item Number: […Cost breakdown structure sequence / numerical sequence…] for items in the table. The highest level items in the structure are the key Services and other top-level cost categories identified in clause 4 of the Glossary.
3. Item Description: A brief description of the item or Service, cross-referenced (where practicable) to the relevant clause numbers in the SOW of the Contract (Support) (including DSDs).
4. Annual price during Stage (Excluding GST and customs duty): The price for each item number excluding GST and customs duty. The price for stage is the price determined by the total number of items occurring per stage and the cost of each item. […Where applicable, the price is broken down to show $A and [INSERT OTHER CURRENCY] amounts…]. If not annual figure, specify period used.
5. Customs Duty: If applicable, all import and export duties in $A.
6. GST: The GST amount applicable per line item.
7. Annual price during Stage (Including GST and customs duty): The price for each item number including GST and customs duty. […Where applicable, the price is broken down to show $A and [INSERT OTHER CURRENCY] amounts…]. If not annual figure, specify period used.
8. Adjustments: If applicable, indicate the labour component, Australia materials component and imported materials component (total = 1.00) for purposes of the adjustment formula at clause 7 of this Annex D.
9. Core Services Fee: The sum of the Core Services Fee for stage or event. If not annual figure, specify period used. If the duration of the stage is less than a year, consider using a monthly fee.

Excluded Services Fee

Note to drafters: Drafters should populate the following table with any Excluded Services Fee (ie, not subject to an At Risk Amount like the Core Service Fees). Examples include "pass-through" costs (eg GFF or GFS) which do not vary according to the nature or scope of the Services performed, or the cost of Services which the Commonwealth agrees not to be "at risk for a specified period start after ED”.

Where it is intended that a resultant Contract (Support) will include Phase In and/or Ramp Up Milestones and/or other events that are prerequisites to increases in the Excluded Services Fee, a set of columns or separate tables may be used to define the Excludes Services Fee for each increment until the full Excluded Services Fee is reached (as for the Core Services Fee tables). For convenience, in particular once a mature level of Services has been reached and the full Excluded Services Fee is payable, subsequent tables may be developed for each financial year or other suitable period (eg, to align with Adjustment Dates).

Instead of using the following tables in Microsoft Word, drafters and procurement teams may prefer to develop spreadsheets in a similar format. Appropriate guidance and information should be included to assist tenderers in responding.

Adjustments should only be included where tables for multiple years do not factor in price adjustments for labour and materials.

Table A-D-A: Excluded Services Fee for the period from [INSERT EVENT NAME] until OD and subsequent [INSERT EVENT NAME]

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Item no. | Item Description | Increment 1: [INSERT EVENT NAME] to OD (a) | | | | | Increment [INSERT NUMBER]: OD to [INSERT EVENT NAME] (a) | | | | | ADJUSTMENTS  (total = 1.00. Refer to formulae at clause 6 of this Annex D)  (if Applicable)  () | | |
| Annual price during Increment  (excluding GST) | | GST  (if applicable) | Annual price during Increment  (including GST & other charges)  (d+e) | | Annual price during Increment  (excluding GST) | | GST  (if applicable) | Annual price during Increment  (including GST & other charges)  (d+e) | | Labour component  (Ref = Y) | Australian Materials component  (Ref = ZA) | Imported Materials component  (Ref = ZI) |
| (b) | (c) | (d) | | (e) | (f) | | (d) | | (e) | (f) | | (g) | | |
|  |  | $A | [INSERT FOREIGN CURRENCY] | $A | $A | [INSERT FOREIGN CURRENCY] | $A | [INSERT FOREIGN CURRENCY] | $A | $A | [INSERT FOREIGN CURRENCY] |  | | |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | 1. EXCLUDED SERVICES FEE (INCREMENT [INSERT NUMBER]) (h) | | | |  |  | 1. EXCLUDED SERVICES FEE (INCREMENT[INSERT NUMBER]) (h) | | |  |  |  | | |

Table A-D-4B: Excluded Services Fee for the period from [INSERT EVENT NAME] to [INSERT EVENT NAME] and subsequent [INSERT EVENT NAME]

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Item no. | Item Description | Increment [INSERT NUMBER]: [INSERT EVENT NAME] to [INSERT EVENT NAME] (a) | | | | | Increment [INSERT NUMBER]: [INSERT EVENT NAME] to [INSERT EVENT NAME] (a) | | | | | ADJUSTMENTS  (total = 1.00. Refer to formulae at clause 6 of this Annex D)  (if applicable) | | |
| Annual price during Increment  (excluding GST) | | GST  (if applicable) | Annual price during Increment  (including GST & other charges)  (d+e) | | Annual price during Increment  (excluding GST) | | GST  (if applicable) | Annual price during Increment  (including GST & other charges)  (d+e) | | Labour component  (Ref = Y) | Australian Materials component  (Ref = ZA) | Imported Materials component  (Ref = ZI) |
| (b) | (c) | (d) | | (e) | (f) | | (d) | | (e) | (f) | | (g) | | |
|  |  | $A | [INSERT FOREIGN CURRENCY] | $A | $A | [INSERT FOREIGN CURRENCY] | $A | [INSERT FOREIGN CURRENCY] | $A | $A | [INSERT FOREIGN CURRENCY] |  | | |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | 1. EXCLUDED SERVICES FEE (INCREMENT [INSERT NUMBER]) (h) | | | |  |  | 1. EXCLUDED SERVICES FEE (INCREMENT[INSERT NUMBER]) (h) | | |  |  |  | | |

Notes to tenderers: Table A-D-4A and Table A-D-4B

1. Increment: The stage is the period of the Term of the Contract (Support) for which the listed prices apply.
2. Item Number: […Cost breakdown structure sequence / numerical sequence…] for items in the table.
3. Item Description: A brief description of the item or Service (eg, reimbursement of GFF costs), cross-referenced (where practicable) to the relevant clause numbers in the Contract.
4. Annual price during Increment (Excluding GST): The price for each item number excluding GST. The price per increment is the price determined by the total number of items (or events) occurring per stage and the cost of each item. […Where applicable, the price is broken down to show $A and [INSERT OTHER CURRENCY] amounts…]. If not annual figure, specify period used.
5. GST: The GST amount applicable per line item.
6. Annual price during Increment (Including GST): The price for each item number including GST. […Where applicable, the price is broken down to show $A and [INSERT OTHER CURRENCY] amounts…]. If not annual figure, specify period used.
7. Adjustments: If applicable, indicate the labour component, Australia materials component and imported materials component (total = 1.00) for purposes of the adjustment formula at clause 7 of this Annex D.
8. Excluded Services Fee: The sum of the Excluded Services Fee for increment or event. If not annual figure, specify period used. If the duration of the increment is less than a year, consider using a monthly fee

**Prices for Task-Priced Services**

Note to drafters: Drafters should populate columns (a) and (b) before the release of the RFT, if possible, for any tasks that have been identified in the SOW of the Contract (Support) or DSDs as Task-Priced Services. Task-Priced Services are stand-alone tasks of known effort, but of unknown quantity (eg. a damage inspection after a lightning strike). Adjustments should only be included where tables for multiple years do not factor in price adjustments for labour and materials.

Table A-D-A: Prices for Task-Priced Services for the period from OD until [INSERT FINANCIAL YEAR / DATE]

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| ITEM NO. | ITEM DESCRIPTION | PRICE  (Excluding GST & customs duty in $A or foreign currency) | | CUSTOMS DUTY  (In $A, if applicable) | GST  (In $A, if applicable) | PRICE  (Including GST & duty paid)  (In $A or foreign currency)  (c+d+e) | | ADJUSTMENTS  (refer to formulae at clause 6 of this Annex D)  (if Applicable)  (total =1.00) | | |
| Labour component  (Ref = Y) | Australian Materials component  (Ref = ZA) | Imported Materials component  (Ref = ZI) |
| (a) | (b) | (c) | | (d) | (e) | (f) | | (g) | | |
|  |  | $A | [INSERT FOREIGN CURRENCY] |  |  | $A | [INSERT FOREIGN CURRENCY] |  | | |
|  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |

Table A-D-5B: Prices for Task-Priced Services from [INSERT FINANCIAL YEAR / DATE] to [INSERT FINANCIAL YEAR / DATE]

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| ITEM NO. | ITEM DESCRIPTION | PRICE  (Excluding GST & customs duty in $A or foreign currency) | | CUSTOMS DUTY  (In $A, if applicable) | GST  (In $A, if applicable) | PRICE  (Including GST & duty paid)  (In $A or foreign currency)  (c+d+e) | | ADJUSTMENTS  (refer to formulae at clause 6 of this Annex D)  (if Applicable)  (total =1.00) | | |
| Labour component  (Ref = Y) | Australian Materials component  (Ref = ZA) | Imported Materials component  (Ref = ZI) |
| (a) | (b) | (c) | | (d) | (e) | (f) | | (g) | | |
|  |  | $A | [INSERT FOREIGN CURRENCY] |  |  | $A | [INSERT FOREIGN CURRENCY] |  | | |
|  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |

Notes to tenderers: Table A-D-5A and Table A-D-5B

Consideration should be given to times when it is appropriate to divide costs for a task between a Task-Priced Service and other methods; for example, the ad hoc delivery of a standard training course may be a Task-Priced Service, but the costs for venues and travel may be on a cost recovery basis (and appropriate cross-references between these separate elements may be required

1. Item Number: This may be in CWBS sequence depending on the Task Priced Service. If the Task Priced Services do not align with the CWBS, use a simple numerical sequence instead.
2. Item Description: A brief description of the Task Priced Service for identification, cross-referenced where practicable to relevant clause numbers in the draft SOW, DSDs, or other parts of the RFT.
3. Price: The unit price for each Task Priced Service (Excluding GST and customs duty). […Where, applicable, the price is broken down to show $A and [INSERT OTHER CURRENCY] amounts…]
4. Customs Duty: If applicable, all import and export duties in $A.
5. GST: The GST amount applicable per Task Priced Service.
6. Price: The price for each Task Priced Service (Including GST and customs duty). […Where, applicable, the price is broken down to show $A and [INSERT OTHER CURRENCY] amounts…].
7. Adjustments: If applicable, indicate the labour component, Australian materials component and imported materials component (total = 1.00) for purposes of the adjustment formula at TDR A-D-7.

Rates for S&Q Services

Note to tenderers: Tenderers are to identify all the labour categories or skill levels required to carry out the S&Q Services described in the draft SOW of the Contract (Support) and provide an hourly rate for both normal time and other time. Tenderers are to define normal time and other time (eg, Normal time 8 hrs/day any Working Day between 07:00 – 19:00).

Rates are to be fully burdened including G&A costs. These tendered rates, subject to negotiation will make up part of Attachment B to the Contract (Support), and will be used to provide quotes under clause 3.14 of the draft COC (Support).

Table A-D-: Rates for S&Q Services

|  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Item No. | Category of Labour or Skill Level | Normal Time  (INSERT APPLICABLE TIME) | | | | | Other Time  (INSERT APPLICABLE TIME) | | | | | ADJUSTMENTS  (refer to formula at clause 6 of this Annex D)  (if Applicable)  (total =1.00) |
| Hourly Rates  excluding G&A  and Profit  (excl GST) | G&A | Profit | Total Hourly Rate  (excl GST) | Total Hourly Rate  (incl GST) | Hourly Rates  excluding G&A  and Profit  (excl GST) | G&A | Profit | Total Hourly Rate  (excl GST) | Total Hourly Rate  (incl GST) | Labour component  (Ref = Y) |
| (a) | (b) | (c) | (d) | (e) | (f) | (g) | (h) | (i) | (j) | (k) | (l) | (m) |
|  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |

Notes to tenderers: Table A-D-6

1. Item Number: This may be a Cost breakdown structure sequence / numerical sequence for items in the table.
2. Category of Labour or Skill Level: A brief description of category of labour or skill level for identification, cross-referenced and where practicable to relevant clause numbers in the draft SOW of the Contract (Support), DSDs.
3. Hourly Rates: During normal time, the hourly rate for each category of labour or skill level excluding GST, G&A and profit.
4. G&A: During normal time, the applicable G&A per category of labour or skill level.
5. Profit: During normal time, the applicable profit per category of labour or skill level.
6. Total Hourly Rate (excluding GST): During normal time, the total hourly rate for each category of labour or skill level excluding GST
7. Total Hourly Rate (including GST): During normal time, the total hourly rate for each category of labour or skill level including GST.
8. Hourly Rates: During other time, the hourly rate for each category of labour or skill level excluding GST, G&A and profit.
9. G&A: During other time, the applicable G&A per category of labour or skill level.
10. Profit: During other time, the applicable profit per category of labour or skill level.
11. Total Hourly Rate (excluding GST): During other time, the total hourly rate for each category of labour or skill level excluding GST.
12. Total Hourly Rate (including GST): During other time, the total hourly rate for each category of labour or skill level including GST.
13. Adjustments: If applicable, indicate the labour component (total = 1.00) for purposes of the adjustment formula at TDR A-D-7.

Note to drafters: If materials are to be supplied by the Contractor (Support), 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 Table A-D-7.

Note to tenderers: The Commonwealth prefers differential markups on Contractor (Support) purchased Materials, Subcontracts and other Allowable Costs so that higher value purchases attract a lower markup. Markup is applied to the value of the purchase. Purchases shall not be split to remain under any thresholds set. Markups on purchases over [INSERT AMOUNT] will be negotiated.

Table A-D-: Rates for Materials, Subcontracts and other Allowable Costs incurred within S&Q Services

|  |  |  |
| --- | --- | --- |
| DESCRIPTION | ORDER VALUES UP TO [INSERT AMOUNT] | OTHER ORDER VALUES UP TO [INSERT AMOUNT] |
| 1. Mark-up on Contractor purchased materials and Subcontracts | 1. …% | 1. …% |
| 1. Mark-up on other Allowable Costs | 1. …% | 1. …% |

1. ITEMS FOR WHICH SPECIFIC PRICES ARE REQUIRED (Core)
   1. Tenderers are to complete Table A-D-8: Specific Prices Schedule Response Format.

Table A-D-8: Specific Prices Schedule Response Format

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| ITEM NO. | ITEM DESCRIPTION | PRICE (EXCLUDING GST IN $A OR FOREIGN CURRENCY) | | GST %  (IN $A) | CUSTOMS DUTY  (In $A, if applicable) |
| $A | [INSERT FOREIGN CURRENCY] |
| (a) | (b) | (c) | | (d) | (e) |
| 1. 1 (Optional) | 1. GFM (Contract (Acquisition)) (Additional cost if tenderer or Commonwealth proposed GFM is not provided) |  |  |  |  |
| 1. 2 (Optional) | 1. GFM (Contract (Support)) (Additional cost if tenderer or Commonwealth proposed GFM is not provided) |  |  |  |  |
| 1. 3 (Optional) | 1. GFS (Additional cost if tenderer or Commonwealth proposed GFS is not provided) |  |  |  |  |
| 1. 4 (Optional) | 1. GFF (Contract (Acquisition)) (Additional cost if tenderer or Commonwealth proposed GFF is not provided) |  |  |  |  |
| 1. 5 (Optional) | 1. GFF (Contract (Support)) (Additional cost if tenderer or Commonwealth proposed GFF is not provided) |  |  |  |  |
| 1. 6 (Optional) | 1. Facilities for Commonwealth Personnel |  |  |  |  |
| 1. 7 (Optional) | 1. Defence Codification 2. (Cost per line item) |  |  |  |  |
| 1. 8 (Core) | 1. Third Party Intellectual Property licences (and Annual Licensing/Royalty Fees not otherwise captured in the Contract Price) |  |  |  |  |
| 1. 9 (Core) | 1. Bank Guarantee for Mobilisation Payment (Contract (Acquisition)) |  |  |  |  |
| 1. 10 (Core) | 1. Bank Guarantee for Mobilisation Payment (Contract (Support)) |  |  |  |  |
| 1. 11 (Core) | 1. Bank Guarantee for Performance (Contract (Acquisition)) |  |  |  |  |
| 1. 12 (Core) | 1. Bank Guarantee for Performance (Contract (Support)) |  |  |  |  |
| 1. 13 (Core) | 1. Annual premium for Insurance (Contract (Acquisition)) |  |  |  |  |
| 1. 14 (Core) | 1. Annual premium for Insurance (Contract (Support)) |  |  |  |  |
| 1. 15 (Core) | 1. Latent Defect warranty premium (Contract (Acquisition)) |  |  |  |  |
| 1. 16 (Core) | 1. Latent Defect warranty premium (Contract (Support)) |  |  |  |  |
| 1. 17 (Core) | 1. Defect warranty premium (Contract (Acquisition)) |  |  |  |  |
| 1. 118 (Core) | 1. Defect warranty premium (Contract (Support)) |  |  |  |  |
| 1. 19 (Optional) | 1. NTE price for Spares |  |  |  |  |
| 1. 20 (Optional) | 1. NTE price for Support & Test Equipment (S&TE) |  |  |  |  |
| 1. 21 (Optional) | 1. NTE price for Training Equipment |  |  |  |  |

Note to tenderers: The Not-To-Exceed (NTE) prices included in the above Table A-D-8 are taken into account in the value-for-money assessment of the tenderers’ offers. Subject to negotiations, the preferred tenderer’s NTE prices and unit prices will be included in Annex G to Attachment B to the draft Contract (Acquisition). When the required range and quantities of Spares, S&TE and Training Equipment have been determined and agreed under the Contract (Acquisition), Approved recommended provisioning lists for these Support Resources will be incorporated into Annex A to Attachment B to the COC and the Contract Price will be adjusted, through a CCP. The price for all Spares, Training Equipment and S&TE purchased by the Commonwealth is not expected to exceed the tendered NTE price for the respective category. Prices for other Support Resources, not subject to NTE prices, are to be included in the Contract Price.

Tenderers should note that the unit prices for the individual items of Spares, S&TE and Training Equipment are elicited through TDR B-B-7.

1. Proposed Payment Schedule (Contract (Acquisition)) (Core)

Note to tenderers: Tenderers are to note that, in accordance with the Commonwealth Procurement Rules, the Commonwealth's preference is that tenders be submitted on the basis of payment on delivery. The Commonwealth may consider tenders that propose an alternative payment regime. Tenderers are to note that when an alternative payment regime is proposed, the Commonwealth's preference is for payment by Milestone Payments only, with a Mobilisation Payment where required. 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 for establishing a production line, advances for long lead items, advance payments to Subcontractors etc.

In providing a schedule of payments under clause 3.1, tenderers should note the Commonwealth’s proposed payment regime at Annex B to Attachment B of the Contract (Acquisition).

* 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 (Acquisition).
  2. In addition to information provided in the Price and Payment Schedule, tenderers are to provide a schedule of proposed payments proposed in respect of the Contract (Acquisition) that specifies:
     1. the amount, purposes of and date of the proposed Mobilisation Payment (if any);
     2. the amount of the proposed Milestone Payments;
     3. the proposed Milestone Dates;
     4. the proposed Stop Payment Milestones; and
     5. any other payments.

1. proposed PAYMENT SCHEDULE (COntract (Support)) (CORE)

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

* 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 (Support).
  2. In addition to information provided in the Price and Payment Schedule, tenderers are to provide a consolidated schedule of all payments proposed in respect of the Contract (Support) that specifies:
     1. the amount, purposes of and date of any proposed Mobilisation Payment (if any);
     2. the amount and date of each proposed Milestone Payment;
     3. for the Contract (Support), the Recurring Services Fee (divided into the Core Services Fee and Excluded Services Fee) showing the proposed percentage increases in the payment of the Recurring Services Fee for achievement of Milestones or the occurrence of other events (eg during any Ramp Up period), including details of those events and anticipated date of increase; and
     4. any other price and payment information relevant to tenderers proposed payment regime.

1. adjustment for exchange rate fluctuations (CORE)

Draft COC (Acquisition) reference: clause 7.3

Draft COC (Support) reference: clause 7.4

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

1. adjustment for FLUCTUATIONS IN THE COST OF LABOUR AND MATERIALS CONTRACT (Acquisition) (Optional)

Draft COC (Acquisition) reference: clause 7.3

Note to tenderers: the Contract Price of any resultant Contract will be subject to adjustment reflecting fluctuations in the cost of labour and materials in accordance with the proposed formulae and indices at Annex D to Attachment B to the COC (Acquisition). Agreements reached as a result of workplace enterprise bargaining are not considered to be awards for the purposes of the formula for fluctuation in the cost of labour.

* 1. Tenderers are to provide the following details in respect of the Contract (Acquisition) in relation to the proposed formulae contained at Annex D to Attachment B of the COC (Acquisition):
     1. acceptability or otherwise of the formulae;
     2. if unacceptable, any proposed alteration(s) or alternative(s); and
     3. the tenderer’s preferred indices where different from those proposed by the Commonwealth in Annex D to Attachment B to the draft COC (Acquisition). In proposing preferred indices, tenderers should take into consideration the notes provided following the formula at Annex D to Attachment B of the COC (Acquisition).

1. adjustmentS FOR FLUCTUATIONS IN THE COST OF LABOUR AND MATERIALS CONTRACT (Support) (CORE)

Draft COC (Support) 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 formulae set out below. Agreements reached as a result of workplace enterprise bargaining are not considered to be awards for the purposes of the formula set out below.

* 1. Tenderers are to provide the following details in respect of the Contract (Support) in relation to the proposed formulae in the tables below:
     1. acceptability or otherwise of the formulae;
     2. if unacceptable, any proposed alteration(s) or alternative(s); and
     3. the tenderer’s preferred indices where different from those proposed by the Commonwealth. In proposing preferred indices, tenderers should take into consideration the notes provided following the formula.

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Option A: For when a single index is chosen for adjustments reflecting fluctuations in the cost of labour and materials.   * 1. If price adjustment will be based on a single index for fluctuations in the cost of labour and materials, payments are to be adjusted with effect on and from each relevant Adjustment Date in accordance with the following formula:     where:   |  |  | | --- | --- | | 1. AP = | 1. updated price to apply on and from the relevant Adjustment Date. | | 1. P = | 1. current price immediately prior to the relevant Adjustment Date | | 1. L1 = | 1. labour index number for the quarter preceding the quarter containing the relevant Adjustment Date | | 1. L0 = | 1. labour index number for the quarter preceding the quarter containing the previous Adjustment Date |  * 1. The index for the labour component and materials applicable to this requirement are:   Table A-D-9: Index for Labour and Materials Price Adjustment - Single   |  |  |  | | --- | --- | --- | | Index | Table/Group (ABS Catalogue) | Series ID | | 1. Index |  |  | |
| Option B: For when separate indices are chosen for adjustments reflecting fluctuations in the cost of labour and materials.   * 1. If price adjustment will be based on separate indices for fluctuations in the cost of labour and materials, payments are to be adjusted with effect on and from each relevant Adjustment Date in accordance with the following formula:     where:   |  |  | | --- | --- | | 1. AP = | 1. updated price to apply on and from the relevant Adjustment Date | | 1. P = | 1. current price immediately prior to the relevant Adjustment Date | | 1. Y = | 1. labour component of the price (expressed as a decimal) as specified in this TDR A-D and any resultant Contract | | 1. L1 = | 1. labour index number for the quarter preceding the quarter containing the relevant Adjustment Date | | 1. L0 = | 1. labour index number for the quarter preceding the quarter containing the previous Adjustment Date | | 1. ZA = | 1. Australian materials component (expressed as a decimal) as specified in this TDR A-D and any resultant Contract | | 1. MA1 = | 1. Australian materials index number for the quarter preceding the quarter containing the relevant Adjustment Date | | 1. MA0 = | 1. Australian materials index number for the quarter preceding the quarter containing the previous Adjustment Date | | 1. ZI = | 1. imported materials component (expressed as a decimal) as specified in this TDR A-D and any resultant Contract | | 1. MI1 = | 1. imported materials index number for the quarter preceding the quarter containing the relevant Adjustment Date | | 1. MI0 = | 1. imported materials index number for the quarter preceding the quarter containing the previous Adjustment Date |  * 1. The indices for the labour component and materials applicable to this requirement are   Table A-D-10: Index for Labour and Materials Price Adjustment - Separate   |  |  |  | | --- | --- | --- | | Index | Table/Group  (ABS Catalogue) | Series ID | | 1. 1. Labour component |  |  | | 1. 2. Australian Materials component |  |  | | 1. 3. Imported Materials component |  |  | |  | |  | |

Notes to tenderers: The only Input based (cost of labour) index acceptable to the Commonwealth is ABS catalogue 6345 ‘Wage Cost Index’.

For the Australian materials component, indices selected are to be appropriate, objective, consistent over time, and published regularly and readily available. Suitable indices are ABS catalogues:

[DRAFTER TO INSERT SUITABLE INDICES]

For the imported materials component, the preferred index is ABS catalogue 6457, ‘International Trade Prices Indexes’. This index includes movements in exchange rates. Use of this index precludes separate provision for price adjustment for fluctuation in exchanges rates, and accordingly use of this index is inappropriate where payment is being made to the Contractor in source currency. If an overseas index is selected for imported materials, the index is to be appropriate and published by an agency of the relevant Government.

1. SECURITIES (core)

Draft COC (Acquisition) reference: clause 7.4, 7.5, 7.6 and 7.7

Draft COC (Support) reference: clauses 7.5, 7.6, 7.7 and 7.8

Note to tenderers: If the tenderer proposes the payment of a Mobilisation Payment in the Schedule of Payments, the Commonwealth will require a non-reducing Mobilisation Security Deed for 50% of the amount of the Mobilisation Payment in accordance with clauses 7.4 of the Contract (Acquisition) and 7.5 of the Contract (Support).

The Contracts require both a Performance Security Deed and a Deed of Substitution 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 performance of the Services. The Commonwealth expects it will only require both a Performance Security and a Deed of Substitution and Indemnity where it is assessed as necessary in the circumstances.

The Commonwealth may not require any of the securities requested in the Contracts, 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.

* 1. Tenderers are to provide the following details in relation to the proposed security deeds contained in Attachment I to the Contract (Acquisition) and Attachment I to the draft Contract (Support):
     1. acceptability or otherwise of the security deeds;
     2. any proposed alterations or alternatives;
     3. proposed promisor for the Bank Guarantee(s), if applicable;
     4. proposed guarantor for the Deed of Guarantee and Indemnity, if applicable; and
     5. 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.

1. AGENCY ARRANGEMENTS (CORE)

Draft COC (Acquisition) reference: clause 7.13

Draft COC (Support) 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.

* 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 clauses 7.13 of the Contract (Acquisition) and 7.13 of the Contract (Support). If so, tenderers are to provide the following details:
     1. in the event that the agent is a company, the name, ACN/ARBN and ABN as applicable and registered office of the agent;
     2. 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);
     3. the basis of the arrangement; and
     4. 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.

1. FURTHER QUANTITIES AND OPTIONAL EXTRAS (Optional)
   1. Tenderers are to indicate whether they are prepared to supply further quantities of the Supplies and optional extras including those detailed in Annex E to Attachment B of the COC (Acquisition) (if any). If so, tenderers are to provide full details for the further quantities and optional extras in the same format as the Price Schedule for the Contract (Acquisition), including the time period during which the Commonwealth may exercise the option to acquire additional quantities and optional extras, and any other aspect of the option that differs from the initial tender. This information is not to be included in the initial Price Schedule for the Contract (Acquisition).
2. LIFE CYCLE COST MODEL (CORE)

Note to drafters: To ensure that effective evaluation and comparisons can be made between tenders, TDID-FIN-LCC-TLCCM needs to be tailored to provide tenderers with specific inputs and assumptions that can be factored into a project-specific LCC model. Requirements for the provision of LCC information by tenderers should also require tenderers to detail any assumptions made during the preparation of the information. In particular, tenderers should be required to detail any alterations made to LCC model cell equations or algorithms during preparation of the information, including the rationale for the alteration.

Note to tenderers: Tenderers should note that the total cost of ownership and the risks and Life Cycle Cost (LCC) drivers associated with tendered solutions will be considered as part of any value for money decision by the Commonwealth.

* 1. Tenderers are to provide a Tender Life Cycle Cost Model (TLCCM) in accordance with TDID-FIN-LCC-TLCCM.

1. COST REIMBURSEMENT (Optional)

Note to drafters: Delete this clause unless cost reimbursement is being offered in accordance with Clause 7.8 of the Contract (Acquisition).

Note to tenderers: The Commonwealth will consider a payment regime that includes Cost Reimbursement Payments for those high risk or developmental aspects of the draft Contract (Acquisition) identified in [...INSERT ANNEX OR ANNEXES...] of the draft SOW of the Contract (Acquisition) and not exceeding 25% of the Contract Price for the Contract (Acquisition). Tenderers may propose alternative or additional high risk or developmental aspects of the contract that will be subject to Cost Reimbursement Payments.

* 1. Tenderers proposing a payment regime for the Contract (Acquisition) that includes Cost Reimbursement Payments are to specify:
     1. the proposed high risk or developmental elements of the contract subject to cost reimbursement when different from the Commonwealth’s proposal; and
     2. the proposed maximum amount payable under any resultant contract as Cost Reimbursement Payments.
  2. Tenderers are to include details of the proposed pricing regime that includes Cost Reimbursement Payments in the Price Schedule for the Contract (Acquisition) provided in response to TDR A-D-1.

1. SCHEDULE OF RATES (CORE)
   1. Tenderers are to propose a schedule of rates for labour costs and margins (including G&A and percentage profit) that will be applied to direct material costs and Subcontract costs for inclusion in Annex F to Attachment B to the COC (Acquisition).
2. INCENTIVE PAYMENTS (Optional)

Note to drafters: Delete this clause unless incentive payments are being offered in accordance with Clause 7.11 of the Contract (Acquisition).

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

* 1. Tenderers are to provide the following details in relation to the Incentive Payment provisions:
     1. acceptability or otherwise of any assessment periods, KPIs and weightings proposed by the Commonwealth at Annex I to Attachment B to the COC (Acquisition) (if any); and
     2. the tenderer’s proposed assessment periods, KPIs and weightings, if applicable.