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ASDEFCON (Services)



Australian Government
Defence

Defence Science and Technology Group
Weapons and Combat Systems Division
West Ave Edinburgh SA 5111

Request for Tender (RFT 24607) – Scientific and Technical Support

You are invited to submit a tender in response to RFT 24607 seeking scientific and technical support to the DSTG team executing the characterisation and performance evaluation of multiple systems and technologies, relevant, sub-systems and components when operating in test, normal operation and contested operating environments.

DSTG supports the Australian Defence Force (ADF) and the Capability Managers by generating leading edge solutions and by providing robust scientific and technical advice, support, and solutions. As part of this wider Defence activity, DSTG performs performance characterisation and evaluation of complete weapon systems, sub-systems and key components to ensure that their operation in training, routine operations and contested environments is understood

This RFT has been prepared utilising the *ASDEFCON (Services)* template, with material amendments to the template identified in the Matrix of Changes at Attachment A to this letter. While all care is taken by the Commonwealth in preparing Attachment A, it is a summation and therefore may not be complete and accurate. You should not exclusively rely on Attachment A to identify template changes in this RFT and should exercise independent skill and judgement in reading and understanding this RFT and in preparing your tender.

Tenders **must** be submitted by the Tender Closing Time specified in the Tender Details Schedule. Any questions in relation to this RFT should be directed to the Contact Officer specified in the Tender Details Schedule.

Subject to the conditions of tender, the proposed schedule as per below:

RFT release to the market	21 June 2022
Closing time	2.00pm local ACT time on 19 July 2022
Evaluation complete	04 August 2022
Contract Signature	26 August 2022
Commencement of delivery of services	05 September 2022

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Tenderers should note that the above schedule is subject to change at any time and is not to be relied on by tenderers as final and definitive.

Yours sincerely

s47E(d)



Attachments:

- A. Matrix of Changes

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**ATTACHMENT A
MATRIX OF CHANGES**

Part and Title	Amended/New Clause No. and change type (Add/Modify/Delete)	Other clauses affected by the amendment	Details of Change
Conditions of Contract	Amended Clause 4 – Intellectual Property		To assign the IP provisions to the Commonwealth

Covering Letter

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BM BM45507290

ATTACHMENT A

STATEMENT OF WORK

Note to tenderers: Attachment A will consist of an amalgamation of this Attachment and the successful tenderer's response.

1. INTRODUCTION

- 1.1 As part of the ongoing performance evaluation of weapon systems, Defence Science and Technology Group (DSTG) is seeking scientific and technical support to the DSTG team executing the characterisation and performance evaluation of multiple systems and technologies, relevant, sub-systems and components when operating in test, normal operation and contested operating environments.
- 1.2 As part of the ongoing performance evaluation of weapon systems, Defence Science and Technology Group (DSTG) is seeking scientific and technical support to the DSTG team executing the characterisation and performance evaluation of multiple systems and technologies, relevant, sub-systems and components when operating in test, normal operation and contested operating environments.
- 1.3 The outcomes from this activity may have direct operational impact on ADF capabilities, and is usually executed at the highest security levels. Within that wider activity, we are seeking to enhance our support in a number of disciplines with industry support.

2. STATEMENT OF WORK

- 2.1 Support is required by Senior and Junior Specialists in the following domains:
 - a. Radio-frequency (RF);
 - b. Electro-optical (EO);
 - c. Digital systems analysis; and
 - d. Mechanical prototyping support.
- 2.2 The following is required from all domains:
 1. Work closely with the DSTG Science Team Leader, the Defence team and other contractors to conduct testing and evaluation of weapon systems, sub-systems and components and associated system documentation within a high security laboratory environment.
 2. Duties will include work that develops, enhances and maintaining capabilities (including associated documentation) and active contribution to maintaining a safe working environment for all personnel is essential.
 3. Flexibility is important and on occasions work may be needed against tight deadlines, which requires working with a team across a number of scientific and technical disciplines to provide the information required in a timely manner.
 4. There will be occasions where presentations of outcomes are required to be given to representatives of Defence, Industry and other agencies.
 5. The high sensitivity of the work program means that work may only commence or continue whilst the program security requirements are met and sustained.

2.3 RF

2.3.1 Senior RF Systems Specialist

The Senior Radio Frequency Systems Specialist (SRFSS) is expected to be able to work with broad direction and will be accountable to plan, lead and manage highly complex RF system design and assessment activities supported by strong knowledge base and typically years of experience of similar RF work.

The following tasks are required:

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1. Work within a framework of legislation, established principles, work practices and procedures in accordance with Defence's mission and business objectives. The SRFSS will be a recognised authority in the application of techniques and will have the ability to develop and apply innovative techniques to enhance Defence's capabilities.
2. Ensure appropriate application of established principles and will maintain professional, science and engineering standards and authenticity. The SRFSS will apply knowledge from a wide range of sources to Defence issues and contribute to the creative application and development of existing knowledge. The SRFSS will be accountable for analysis, diagnosis, design, planning, and execution and evaluation activities and will work independently in determining methods and strategy.
3. Accountable to plan and manage the junior specialist and some physical resources; setting work tasks aligned with the program strategic objectives and communicate expected outcomes. The SRFSS will be accountable for achieving outcomes and progressing work, reviewing performance and focusing on identifying opportunities for continuous improvement.
4. Manage complex workloads within an integrated workforce. The SRFSS will have the ability to recognise shared agendas and work toward mutually beneficial outcomes.
5. Provide leadership and execute those duties necessary to maintain a safe and effective RF systems test and evaluation laboratory, including learning and complying with procedures, legislative, policy and regulatory frameworks.
6. Provide leadership and expertise to the design and evaluation of RF pathways within systems and the associated signal and data processing equipment
7. Provide and contribute expertise to the design and execution of test and evaluation activities for both complete and partial RF systems, including the subsequent analysis and interpretation of results.
8. Draft clearly written reports and presentation on RF systems that present outcomes from activities in a timely manner.
9. Facilitate appropriate direction for the team by clearly communicating goals and objectives, resolving problems using expertise and experience, taking the initiative to identify alternate courses of action.

2.3.2 RF Systems Specialist

The Junior Radio Frequency Systems Specialist (JRFSS) will be accountable under general direction to undertake moderately complex RF systems design and assessment tasks and activities. The JRFSS will work within a framework of legislation, established principles, work practices and procedures in accordance with Defence's mission and business objectives. The JRFSS will have sound knowledge of a range of techniques and applications within the RF systems design discipline, including both radio frequency systems and the associated digital system interfaces and digital signal processing environments encountered with modern systems.

The following tasks are required:

1. Apply standard techniques across a range of fields where the work is moderately complex and will determine RF system design methods and strategy with guidance. The JRFSS will recognise the impact of applications to task outcomes and will investigate and recommend alternative applications.
2. Engage with Stakeholders by identifying the relevant stakeholders' expectations to deliver services and achieve said outcomes.
3. Performing research to assist in the design and evaluation of RF pathways within systems
Perform research to assist in the design and evaluation of RF pathways within systems and the associated signal and data processing equipment.

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4. Contribute to the test and evaluation of both complete and partial RF systems, including the analysis and interpretation of results.
5. Draft clearly written reports and presentation on RF systems that present outcomes from activities in a timely manner.
6. Carryout those duties necessary to maintain a safe and effective RF systems test and evaluation laboratory, including learning and complying with procedures, legislative, policy and regulatory frameworks.
7. Build and sustain positive relationships with team members and actively participate in team work and group activities.

2.4 EO

2.4.1 Senior EO Systems Specialist

The Senior EO systems specialist (SEOSS) is expected to be able to work with broad direction and will be accountable to plan, lead and manage highly complex EO system design and assessment activities supported by strong knowledge base and typically years of experience. This includes knowledge and experience in the EO systems design discipline (including IR detection and tracking systems) and the test and evaluation of these systems using various IR sources, optical assemblies and laboratory measurement equipment. Knowledge and experience in the associated electronic system interfaces and digital signal processing environments is also expected.

The SEOSS will work within a framework of legislation and regulation (including those established by ARPANSA), established principles, work practices and procedures in accordance with Defence's mission and business objectives. The SEOSS will be a recognised authority in the application of techniques and will have the ability to develop and apply innovative techniques to enhance Defence's capabilities.

Provide leadership and expertise to the design and evaluation of EO pathways within prototype EO detection and tracking systems including design simulation and testing of associated electronic signals processing.

The following tasks are required:

1. Ensure appropriate application of established principles and will maintain professional, science and engineering standards and authenticity. The SEOSS will apply knowledge from a wide range of sources to Defence issues and contribute to the creative application and development of existing knowledge. The SEOSS will be accountable for analysis, diagnosis, design, planning, and execution and evaluation activities and will work independently in determining methods and strategy.
2. Be accountable to plan and manage the junior specialist and some physical resources; setting work tasks aligned with the program strategic objectives and communicate expected outcomes. The SEOSS will be accountable for achieving outcomes and progressing work, and reviewing performance.
3. Manage complex workloads within an integrated workforce. The SEOSS will have the ability to recognise shared agendas and work toward mutually beneficial outcomes. Provide and contribute expertise to the design and execution of experimental test and evaluation activities for both complete and partial EO systems, including the subsequent analysis and interpretation of results.
4. Provide and contribute expertise to the design and execution of experimental test and evaluation activities for both complete and partial EO systems, including the subsequent analysis and interpretation of results.
5. Draft clearly written reports and presentation on EO systems that present outcomes from activities in a timely manner.

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6. Provide leadership and execute those duties necessary to maintain a safe and effective EO systems test and evaluation laboratory, including learning and complying with procedures, legislative, policy and regulatory frameworks.
7. Build and sustain positive relationships with team members and actively participate in team work and group activities.
8. Facilitate appropriate direction for the team by clearly communicating goals and objectives, resolving problems using expertise and experience, taking the initiative to identify alternate courses of action.

2.4.2 EO Systems Specialist

The Junior EO systems specialist (JEOSS) will be accountable under general direction to undertake moderately complex EO systems design and assessment tasks and activities. They will work within a framework of legislation and regulation (including those established by ARPANSA), established principles, work practices and procedures in accordance with Defence's mission and business objectives.

The JEOSS will have sound of a range of concepts, techniques and applications within the EO systems design discipline. This includes both IR detection and tracking systems and the associated electronic system interfaces and digital signal processing environments encountered with modern EO systems. Knowledge and experience in the test and evaluation of these systems using various IR sources, optical assemblies and laboratory measurement equipment is also expected.

The following tasks are required:

1. Apply standard techniques across a range of fields where the work is moderately complex and will assist in determining EO system design methods and strategy with guidance. The JEOSS will recognise the impact of applications to task outcomes and will investigate and recommend alternative applications.
2. Engage with stakeholders to identify relevant stakeholders' expectations to deliver services and achieve said outcomes.
3. Assist in the design and evaluation of EO pathways within prototype EO detection and tracking systems including design simulation and testing of associated electronic circuits.
4. Contribute to the setup and testing of both complete and partial EO systems, including the analysis and interpretation of results.
5. Draft clearly written reports and presentation on EO systems that present outcomes from activities in a timely manner.
6. Carryout those duties necessary to maintain a safe and effective EO systems test and evaluation laboratory, including learning and complying with procedures, legislative, policy and regulatory frameworks.

2.5 Digital Systems

2.5.1 Senior Software Systems Analytics Specialist

The Senior Software Systems Analytics Specialist (SSSAS) is expected to be able to work with broad direction and will be accountable to plan, lead and manage highly complex software system design evaluation and assessment activities supported by strong knowledge base and typically years of experience. This includes knowledge and experience in the software systems design discipline, including strong understanding of binary data formats and software reverse engineering.

The following tasks are required:

1. The SSSAS will work within a framework of legislation, established principles, work practices and procedures in accordance with Defence's mission and business objectives. The SSSAS will be a recognised authority in the application of techniques and will have the ability to develop and apply innovative techniques to enhance Defence's capabilities.

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2. Ensure appropriate application of established principles and will maintain professional, science and engineering standards and authenticity. The SSSAS will apply knowledge from a wide range of sources to Defence issues and contribute to the creative application and development of existing knowledge.
3. Deep knowledge and experience in embedded firmware architectures, including strong understanding of binary data formats and associated debugging and evaluation. The SSSAS will be accountable for analysis, diagnosis, design, planning, and execution and evaluation activities and will work independently in determining methods and strategy.
4. Accountable to plan and manage the junior specialist and some physical resources; setting work tasks aligned with the program strategic objectives and communicate expected outcomes. The SSSAS will be accountable for achieving outcomes and progressing work, and reviewing performance.
5. Manage complex workloads within an integrated workforce. The SSSAS will have the ability to recognise shared agendas and work toward mutually beneficial outcomes.
6. Provide leadership and expertise to the assessment and evaluation of software and other binary data within prototype and established systems including static and dynamic analysis.
7. Provide and contribute expertise to the design and execution of experimental test and evaluation activities for both complete and partial software systems, including the subsequent analysis and interpretation of results.
8. Draft clearly written reports and presentation on software systems that present outcomes from activities in a timely manner.
9. Provide leadership and execute those duties necessary to maintain a safe and effective software systems test and evaluation laboratory, including learning and complying with procedures, legislative, policy and regulatory frameworks.
10. Facilitate appropriate direction for the team by clearly communicating goals and objectives, resolving problems using expertise and experience, taking the initiative to identify alternate courses of action.

2.5.2 Software Analytics Specialist

The Junior Software Analytics Specialist (JOAS) will be accountable under general direction to undertake moderately complex software design evaluation and assessment tasks and activities. The JOAS will work within a framework of legislation, established principles, work practices and procedures in accordance with Defence's mission and business objectives.

The JOAS will have sound knowledge of a range of concepts, techniques and applications within the software systems discipline. This includes knowledge and experience in firmware architectures, including binary data formats and associated analysis, and software reverse engineering.

The following tasks are required:

1. Apply standard techniques across a range of fields where the work is moderately complex and will assist in determining firmware system design methods and strategy with guidance. The JOAS will recognise the impact of applications to task outcomes and will investigate and recommend alternative applications.
2. Engage with stakeholders to identify relevant stakeholders' expectations to deliver services and achieve said outcomes.
3. Assist in the assessment and evaluation of software and other binary data within prototype and established systems including static and dynamic analysis.
4. Contribute to the setup and testing of both complete and partial software systems, including the analysis and interpretation of results.

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5. Draft clearly written reports and presentation on software systems that present outcomes from activities in a timely manner.
6. Carry out those duties necessary to maintain a safe and effective software systems test and evaluation laboratory, including learning and complying with procedures, legislative, policy and regulatory frameworks.

2.6 Mechanical prototyping support

2.6.1 Laboratory Technician/Assistants – General/Electronics/Mechanical/Chemical

Laboratory technicians/assistants (LTA) shall assist the wider scientific and engineering team in the maintenance of professional, scientific and engineering standards, have a good understanding of the application of scientific and engineering theory.

Working under routine direction, the LTA will ensure the completion of routine scientific and engineering tasks within the framework of legislation, established principles, work practices and procedures. The LTA will have a good knowledge of technical terms, processes and practices related to Weapons Systems technology.

The following tasks are required:

1. Evaluate and select appropriate routine scientific and engineering techniques and methods to achieve outcomes.

The general laboratory technician/assistant

2. Assist in the operation of test equipment capturing and documenting results. The ability to script compute control of test equipment is highly desirable.

The electronics laboratory technician/assistant

3. Prototype, repair, test and evaluate circuits and to assist in the operation of test equipment capturing and documenting results. The ability to script compute control of test equipment and to work with RF circuit are highly desirable skills.

The electro-mechanical technician

4. Support the implementation of mechanical and mechatronic systems that support the safe evaluation of weapon systems such as dedicated remote posts and equipment mounts. Good experience with a wide range of machinery and the maintenance of workshop areas to facilitate high standard delivery will be critical to supporting the program.

The chemical laboratory technician

5. Provide chemical analytical services in an accurate, timely and cost-effective manner. Knowledge and understanding of the discipline of analytical chemistry as it relates to weapon system components, and hazardous materials identification. This should include maintenance and sustainment of relevant instrumentation, procedure and assurance systems. The ability of the

All staff engaged will be expected to have an understanding of the constraints of working within a high security environment and of working with ICT systems and document and material management systems in such environments.

- 1) Senior RF Specialist – Typically Graduate or Post Graduate tertiary level qualifications in electronic engineering or equivalent. Relevant work experience commensurate to the expected level of knowledge.
- 2) Junior RF Specialist - Typically graduate tertiary level qualifications in electronic engineering or equivalent. Relevant work experience commensurate to the expected level of knowledge.
- 3) Senior Electro-Optic Specialist - Typically Graduate or Post Graduate tertiary level qualifications in physics or equivalent. Relevant work experience commensurate to the expected level of knowledge.

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- 4) Junior Electro-Optic Specialist - Typically graduate tertiary level qualifications in electronic engineering or equivalent. Relevant work experience commensurate to the expected level of knowledge.
- 5) Senior Software Systems Analytics Specialist - Typically Graduate or Post Graduate tertiary level qualifications in computer science or equivalent. Relevant work experience commensurate to the expected level of knowledge.
- 6) Junior Software Systems Analytics Specialist - Typically graduate tertiary level qualifications in computer science or equivalent. Relevant work experience commensurate to the expected level of knowledge.
- 7) Laboratory Technician/Assistant General – Typically minimum Certificate 4 qualifications in laboratory techniques or laboratory sciences. Relevant work experience in a laboratory technician/assistant field.
- 8) Laboratory Technician/Assistant Electronics - Typically minimum Certificate 4 qualifications in an electrical/electronic field or laboratory techniques/sciences. Relevant work experience in an electrical/electronic laboratory working as a technician/assistant.
- 9) Laboratory Technician/Assistant Electro - Mechanical - Typically minimum Certificate 4 qualifications in an electrical or mechatronic field or laboratory techniques/sciences. Relevant work experience in an electrical or mechatronic laboratory working as a technician/assistant. Relevant experience working in a mechanical trade's environment.
- 10) Laboratory Technician/Assistant Chemical - Laboratory Technician/Assistant Electronics - Typically minimum Certificate 4 qualifications in a chemical field or laboratory techniques/sciences. Relevant work experience in a chemical laboratory working as a technician/assistant.

3 DELIVERABLES

3.1.1 RF

- 1 The delivery of high quality reports and technical information against the specified set of requirements for the system under evaluation. Reports are to be to DSTG standards and may require working in a collegiate team environment across a number of scientific and technical disciplines.
- 2 Provide and contribute expertise to the design and execution of test and evaluation activities for both complete and partial RF systems.
- 3 The delivery of high quality scientific and technical presentations to senior Defence, Industry and other Government agency staff.

3.1.2 EO

- 4 The delivery of high quality reports and technical information against the specified set of requirements for the system under evaluation. Reports are to be to DSTG standards and may require working in a collegiate team environment across a number of scientific and technical disciplines.
- 5 Provide and contribute expertise to the design and execution of test and evaluation activities for both complete and partial EO systems.
- 6 The delivery of high quality scientific and technical presentations to senior Defence, Industry and other Government agency staff.

3.1.3 Software Systems Analytics

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- 7 The delivery of high quality reports and technical information against the specified set of requirements for the system under evaluation. Reports are to be to DSTG standards and may require working in a collegiate team environment across a number of scientific and technical disciplines.
- 8 Provide and contribute expertise to the design and execution of test and evaluation activities for a wide array of embedded firmware architectures including a strong understanding of binary data formats and associated debugging.
- 9 The delivery of high quality scientific and technical presentations to senior Defence, Industry and other Government agency staff.

3.1.4 Laboratory Technicians

- 10 Deliver scientific support outcomes through a commitment to the maintenance and sustainment of laboratory equipment used within a RF, EO or chemical laboratory, this could include electro-mechanical equipment.
- 11 The evaluation and calibration of electronic systems, sub-systems and components including the ability to prototype, repair or test that equipment.
- 12 If employed in a chemical laboratory; the ability to provide chemical analytical services in an accurate, timely and safe manner.

3. LOCATION OF SERVICE DELIVERY

- 3.1 All the work will be performed on site at DSTG Edinburgh West Ave.
- 3.2 Occasionally field testing in remote locations is required.

4 KEY PERSONS

4.1 The Key Persons identified for the performance of the Contract are:

Table 1: Personnel Identified for the Performance of the Contract

Name	Task Title / Duties	Labour category (if applicable)

4.2 Key Persons will not be required to work over the Christmas / New Year stand-down period.

5 GOVERNMENT FURNISHED MATERIAL

- 5.1 The Commonwealth shall provide the following Government Furnished Material (GFM) to the Contractor as per clause 5.2.
- 5.2 Work will be conducted in Government laboratories at DSTG Edinburgh using government furnished equipment. Due to the sensitivity of the projects, no private furnished equipment will be used.

6 STOCKTAKING OF CONTRACTOR MANAGED COMMONWEALTH ASSETS

6.1 The Contractor shall:

- 6.1.1 institute, maintain and apply a system for, the accounting for and control, handling, preservation, protection and maintenance of Contractor Management Commonwealth Assets (CMCA);

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- 6.1.2 undertake quarterly stocktakes of CMCA; and
- 6.1.3 develop and deliver quarterly CMCA stocktaking reports that include the following information:
 - 6.1.3.1 the stocktake number;
 - 6.1.3.2 the storage location of all goods included in the stocktake;
 - 6.1.3.3 all stocktake codes;
 - 6.1.3.4 stocktake start and end dates; and
 - 6.1.3.5 statistical data including the quantity and value of all discrepancies, shelf stock held, shelf stock stocktaken, surpluses and deficiencies.
- 6.2 The Contractor shall promptly conduct investigations into every discrepancy arising from stocktakes of CMCA.
- 6.3 The Contractor shall immediately notify the Commonwealth Representative of any deficiencies that are discovered through a stocktake of CMCA.

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ATTACHMENT B

PAYMENT

1. BASIS OF PAYMENT

- 1.1 All positions will be Full Time working an average of 37.5 hours per week as per **Table 2: Basis of Payment**.
- 1.2 The rates will be fixed for the duration of the Contract including Options to Extend.
- 1.3 Subject to clause 5 of the COC, the Contract Price shall be payable progressively, monthly in arrears. The progressive payments shall be calculated as a factor of the labour rates defined in the following table, the allowable hours expended on the task and any reimbursable expenses as defined in clause **Error! Reference source not found.:**

Table 2: Basis of Payment

Number of Personnel	Role	Allowable Hours	Labour Rates (GST Inclusive)
1	Senior RF Specialist	1800	
1	Junior RF Specialist	1800	
1	Senior Electro-Optic Specialist	1800	
1	Junior Electro-Optic Specialist	1800	
1	Senior Software Systems Analytics Specialist	1800	
1	Junior Software Systems Analytics Specialist	1800	
1	Laboratory Technician/Assistant General	1800	
1	Laboratory Technician/Assistant Electronics	1800	
1	Laboratory Technician/Assistant Electro-Mechanical	1800	
1	Laboratory Technician/Assistant Chemical	1800	

ATTACHMENT B

2. REIMBURSABLE EXPENSES

Note to tenderers: If information on Defence Travelling Allowance rates is required prior to submitting your tender, contact the Contact Officer.

6.4 The following expenses shall be reimbursed to the Contractor under the Contract:

6.4.1 Where the Commonwealth has provided its prior consent, the Contractor shall be entitled to reimbursement for travel, accommodation and living expenses up to the Defence travelling allowance rates which have been adjusted to include an element for GST. All claims for such reimbursement shall be submitted on a valid tax invoice showing the GST exclusive price, with GST then being charged on the total amount. The total GST inclusive claim for such reimbursement shall not exceed that of the total allowable Defence travelling allowances. As an alternative to reimbursement of such expenses, and at the discretion of the Commonwealth, the Commonwealth may undertake to arrange travel and accommodation required by the Contractor for the purposes of the Contract. The Contractor shall promptly supply all necessary information required by the Commonwealth to make these arrangements.

6.4.2 [INSERT OTHER REIMBURSABLE EXPENSES PRIOR TO CONTRACT SIGNATURE].

6.5 If the Contractor is required to travel under the Contract, the hours spent travelling are not billable work hours, and the maximum allowable billable hours for each day shall be eight hours (a standard work day). Time spent travelling for work under the Contract does not constitute a reimbursable expense.

6.8 If requested by the Commonwealth Representative, the Contractor shall provide satisfactory evidence to substantiate any specified claim for reimbursement prior to any payment of the related claim.

3. OPTIONS TO EXTEND

3.1 The Commonwealth may, by written notice to the Contractor, extend the term of the Contract for a further period of:

- a. 24 months or parts thereof to 30 June 2025
- b. 24 months or parts thereof to 30 June 2027

3.2 The extension/s will be exercised at the Sole discretion of the Commonwealth.

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ATTACHMENT C

CONTRACT MATERIAL RIGHTS SCHEDULE (CORE)

Note to tenderers: Attachment C defines any restrictions on the rights granted under the Contract to Use or grant sublicences in respect of Contract Material. Attachment C will consist of an amalgamation of information contained in this Attachment C, the successful tenderer's response and any negotiated adjustments.

Unique Line Item Description	Owner or Licensor	Description of Contract Material	Restrictions on Commonwealth's rights to sublicense the Contract Material (COC, clause 4.2.1b.)	Justification for Restriction(s)
(a)	(b)	(d)	(e)	(f)
Example: D-1-1	Contractor			
Example: D-1-2	Contractor			

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ATTACHMENT D

CONFIDENTIAL INFORMATION AND REPORTING

Note to tenderers: This Attachment will consist of the successful tenderer's response to this Attachment and any negotiated adjustments.

Note: The Commonwealth's policy on the identification of Confidential Information, including the 'Confidentiality Test', is contained on the Department of Finance (DoF) website at:

<https://www.finance.gov.au/government/procurement/buying-australian-government/confidentiality-throughout-procurement-cycle>.

The following four criteria comprise the 'Confidentiality Test', and must all be met before commercial information will be considered to be Confidential Information:

- a. **Criterion 1:** The information to be protected must be specifically identified;
- b. **Criterion 2:** The information must be commercially sensitive;
- c. **Criterion 3:** Disclosure would cause unreasonable detriment to the owner of the information or another party; and
- d. **Criterion 4:** The information was provided with an express or implied understanding that it would remain confidential.

The period of confidentiality must be specified for each item (e.g. for the period of the Contract, a period specified in the Contract). It should not be for an unlimited period.

Pricing provisions in Attachment B must only be listed in this Attachment if they meet the Confidentiality Test.

Note to drafters: Drafters must review their draft Contract to determine if it contains commercial information that meets the Confidentiality Test. Drafters should then review the examples provided below, prior to release of the RFT, and complete the tables as appropriate. Commercial information claimed to be confidential must be assessed against the Confidentiality Test and only information that meets this test can be included in this Attachment. Only the information in this Attachment can be considered for reporting confidentiality provisions on AusTender and for Senate Order 192.

Item	Clause Title	Reason for classification	Party for whom the information is Confidential	Period of Confidentiality
Confidentiality (Contract)				
Conditions of Contract, for example				
Clause 6.6 (i.e. if not standard template liability regime)	Limitation of Liability		Commonwealth/ Contractor	
(Any clauses which are not standard template clauses and that meet the DoF Confidentiality Test)			Insert name of party	
Attachments, for example				
Attachment A:	Statement of Work (Identify specific clause/s)		Commonwealth/ Contractor	

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ATTACHMENT D

Attachment B:	Payment (Identify specific clause, table or section)		Contractor	
Attachment C	Contract Material Rights Schedule		Contractor	

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ATTACHMENT E

AUSTRALIAN INDUSTRY CAPABILITY

1 AIC REQUIREMENTS

1.1 AIC Schedule

Note to tenderers: Attachment E will consist of the successful tenderer's response to Annex E to the conditions of tender.

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ATTACHMENT F

SECURITY CLASSIFICATION AND CATEGORISATION GUIDE

NOT USED

ATTACHMENT G

GLOSSARY (CORE)

Definitions, acronyms or abbreviations that are not used in a particular RFT or Contract may be deleted from this list. If drafters consider that an additional definition, acronym or abbreviation should be added, careful consideration needs to be given to the legal effect of the proposed addition in the context of the existing document.

The listing of all acronyms, abbreviations, definitions and referenced documents, and the version numbers of all referenced documents should be reviewed for currency prior to both the RFT release and the Effective Date.

1. ACRONYMS AND ABBREVIATIONS

Abbreviation	Description
ABN	Australian Business Number
ACIP	Approved Contractor Insurance Program
ACM	Asbestos Containing Material
ACN	Australian Company Number
ADF	Australian Defence Force
AIA	Australian Industry Activity
AIC	Australian Industry Capability
ANZ	Australia and New Zealand
ASD	Australian Signals Directorate
ATO	Australian Taxation Office
CASG	Capability Acquisition and Sustainment Group
CCP	Contract Change Proposal
CMCA	Contractor Managed Commonwealth Assets
CMR	Contract Material Rights
COC	Conditions Of Contract
COMSEC	Communications Security
COT	Conditions of Tender
CPRs	Commonwealth Procurement Rules – April 2019
DEFLOGMAN	Defence Logistics Manual
DI(G)	Defence Instruction (General)
DI ADMINPOL	Defence Instruction Administrative Policy
DISP	Defence Industry Security Program
DPI	Departmental Personnel Instruction
DSVS	Defence Security Vetting Service
DSPF	Defence Security Principles Framework
GFD	Government Furnished Data
GFE	Government Furnished Equipment
GFI	Government Furnished Information
GFM	Government Furnished Material

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Abbreviation	Description
GST	Australian Goods and Services Tax
ICT	Information and Communications Technology
ILS	Integrated Logistics Support
IP	Intellectual Property
IPP	Australian Government Indigenous Procurement Policy
MEC	Multiple Entry Consolidated
PEPPOL	Pan-European Public Procurement On-Line
PT PCP	<i>Note to drafters: Include if clauses 9.8.6 to 9.8.10 (regarding PT PCP) are included in the COC.</i> Payment Times Procurement Connected Policy
SCCG	Security Classification and Categorisation Guide
SDS	Safety Data Sheet
SOW	Statement of Work
STR	Statement of Tax Record
TD	Technical Data
WHS	Work Health and Safety

7 DEFINITIONS

Term	Status	Definition
Approval		means the act of the Commonwealth Representative approving, in writing, a CCP, quote, claim, proposal or a particular course of action as a basis for further work under the Contract. Approval in either case does not constitute Acceptance; and 'Approve' and 'Approved' have a corresponding meaning.
Asbestos Containing Material		has the meaning given in subregulation 5(1) of the <i>Work Health and Safety Regulations 2011</i> (Cth).
Australian Industry		means: a. Australian business entities that perform work in Australia with Australian-based employees and have an Australian Business Number (ABN); and b. New Zealand business entities that perform work in New Zealand with New Zealand-based employees (consistent with the Closer Economic Relationship agreement between Australia and New Zealand) and have a New Zealand Business Number (NZBN). Australian Industry includes subsidiaries of overseas companies (eg, equipment manufacturers) based in Australia or New Zealand, that meet the above criteria.
Australian Industry Activity		means an activity required to be undertaken by ANZ industry as set out in Attachment E.

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ATTACHMENT G

Term	Status	Definition
Australian Privacy Principles		has the same meaning as in the <i>Privacy Act 1988</i> (Cth).
Authorisation		means a licence, accreditation, permit, registration, regulatory approval or other documented authority (however described), required by law and necessary for the provision of the Services.
Circuit Layout		means a circuit layout that is protected under the <i>Circuit Layouts Act 1989</i> (Cth) or the corresponding laws of any other jurisdiction.
Claim		means a claim, demand, suit or proceeding of any kind, including by way of court proceedings, proceedings in the nature of arbitration, mediation or other methods of dispute resolution and administrative claims and proceedings (whether or not before a tribunal).
Commercial Item		means any item or service that is: <ul style="list-style-type: none"> a. available to the general public or in the market for defence goods and services for supply on standard commercial terms; and b. able to be used for its intended purpose under the Contract without development or modification (except for any minor modification or reconfiguration that is necessary and commonly required to install the item or use the service), but does not include an item created, manufactured or produced by the Contractor or a Related Body Corporate of the Contractor.
Commercial Material		means any Contract Material that is: <ul style="list-style-type: none"> a. a Commercial Item; b. supplied, without further development or modification, in conjunction with a Commercial Item, under the standard commercial terms applicable to that item; or c. Free and Open Source Software, or any TD supplied in conjunction with Free and Open Source Software.
Commercialise		means, in respect of the Commonwealth or any of its sublicensees, to exploit the IP in Contract Material in return for payment of a royalty or a commercial return to the Commonwealth or the sublicensee.
Commonwealth Contractor		means a person (other than the Contractor or a Subcontractor) engaged by the Commonwealth to provide goods or services to the Commonwealth.
Commonwealth Default		means a Default by the Commonwealth, a Commonwealth Officer or a Commonwealth Contractor.

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Term	Status	Definition
Commonwealth Officer		means any of the following: a. a Minister of State for the Commonwealth; b. a person employed or engaged under the <i>Public Service Act 1999</i> (Cth) or the <i>Members of Parliament (Staff) Act 1984</i> (Cth); c. a person who is included in Defence Personnel; and d. a member of the Australian Federal Police.
Commonwealth Personnel		means any Commonwealth Officers, Defence Personnel and any other agents of the Commonwealth.
Commonwealth Premises		means any of the following that is owned, leased, occupied or operated by the Commonwealth: a. an area of land or any other place (whether or not it is enclosed or built on); b. a building or other structure; and c. a vehicle, a vessel (including a submarine) or an aircraft.
Commonwealth Property		means property of any kind (including GFM) owned or leased by, or in the possession of, the Commonwealth.
Commonwealth Representative		means the person so named on the Details Schedule or any other person appointed as Commonwealth Representative.
Commonwealth Service Provider		means a person (including an officer or employee of the person) engaged to perform a function, or discharge a duty, of the Commonwealth, including a person engaged to provide: a. professional, administrative, contract management or project management services to Defence; or b. technical management or assurance services, including verification and validation, safety, certification, security or capability development.
Confidential Information		means information (whether or not owned by the Commonwealth) that meets all of the following criteria: a. is specifically identified at Attachment D; b. is commercially sensitive (not generally known or ascertainable); c. the disclosure of which would cause unreasonable detriment to the owner of the information or another party; and d. was provided with an express or implied understanding that it would remain confidential; but does not include information which: e. is or becomes public knowledge other than by breach of the Contract; f. is in the possession of a party without restriction in relation to disclosure before the date of receipt; or g. has been independently developed or acquired by the receiving party.

ATTACHMENT G

Term	Status	Definition
Contract		means the COC (including the Details Schedule), the Attachments including the SOW, and any document expressly incorporated as part of the Contract.
Contract Material		means information, including Technical Data or Software, reduced to a material form (whether stored electronically or otherwise) that is delivered or required to be delivered to the Commonwealth under the Contract.
Contract Material Rights Schedule or CMR Schedule		means Attachment C to the Contract.
Contract Price		means the amount set out in Attachment B.
Contractor Default		means a Default in relation to the Contract by the Contractor or Contractor Personnel.
Contractor Managed Commonwealth Assets		means any item of Commonwealth Property subject to inventory and stock control that is in the care, custody or control of the Contractor or Contractor Personnel for the purposes of the Contract.
Contractor Personnel		means each of the following: a. an employee, officers or agent of the Contractor; b. a Subcontractor; and c. an employee, officers or agent of a Subcontractor.
Contractor Premises		means any of the following: a. premises owned by the Contractor or a Subcontractor; and b. premises: (i) that are leased by, or licensed to, the Contractor or a Subcontractor; and (ii) where the Contractor or the Subcontractor is responsible for controlling physical access to the premises.
Controller		has the same meaning as in the <i>Corporations Act 2001</i> (Cth).
Copyright		means any existing or future copyright as defined under the <i>Copyright Act 1968</i> (Cth) or the corresponding laws of any other jurisdiction in any original literary and artistic works, computer programs and Software, sound recordings and any other works or subject matter whether stored electronically or otherwise in which copyright subsists and may subsist in the future.
Correctly Rendered Invoice		for the purposes of clause 9.8.7 of the COC, means an invoice which is: a. rendered in accordance with all of the requirements of the relevant PT PCP Subcontract; and for amounts that are correctly calculated and due for payment and payable under the terms of the relevant PT PCP Subcontract.

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Term	Status	Definition
Default		<p>means any of the following:</p> <ul style="list-style-type: none"> a. a breach of an express or implied provision of the Contract by a party to the Contract; and b. a breach of a general law duty or an applicable law in relation to the Contract by any of the following: <ul style="list-style-type: none"> (i) the Commonwealth or Commonwealth Personnel; (ii) a Commonwealth Contractor or an employee, officer or agent of a Commonwealth Contractor; and (iii) the Contractor or Contractor Personnel. <p>A breach of a general law duty or an applicable law by Commonwealth Personnel, a Commonwealth Contractor or an employee, officer or agent of a Commonwealth Contractor is taken to be a Default by the Commonwealth.</p> <p>A breach of a general law duty or an applicable law by Contractor Personnel is taken to be a Default of the Contractor.</p>
Defence		means the Department of Defence and/or the Australian Defence Force.
Defence Personnel		means an employee of the Department of Defence or a member of the Australian Defence Force (whether of the Permanent Forces or Reserves as defined in the <i>Defence Act 1903</i> (Cth)) and the equivalents from other organisations on exchange to Defence.
Defence Property		means Commonwealth Property administered by Defence.
Defence Purpose		<p>means any purpose related to any of the following:</p> <ul style="list-style-type: none"> a. the defence and defence interests of Australia; b. the national security of Australia; c. the provision of aid or assistance in respect of an emergency or disaster (whether natural or otherwise); and d. peacekeeping or peace enforcement activities.
Defence Service Provider		means a person, other than an Defence Personnel, involved in Defence work or engaged by Defence.
document		<p>includes each of the following:</p> <ul style="list-style-type: none"> a. any paper or other materials on which there are writing, marks, figures, symbols or perforations having meaning for persons qualified to interpret them; and b. any article or material from which sound, images, or writings are capable of being reproduced with or without the aid of any other article or device.

ATTACHMENT G

Term	Status	Definition
Environment		<p>in the context of environmental management, means any of the following:</p> <ul style="list-style-type: none"> a. ecosystems and their constituent parts; b. natural and physical resources; c. the qualities and characteristics of locations, places and areas; d. noise; and e. the social, economic, aesthetic and cultural aspects of a thing mentioned in paragraph a, b or c.
Excepted Risk		<p>means an event or circumstance that is any of the following:</p> <ul style="list-style-type: none"> a. an act of God, including a natural disaster, such as a bushfire, an earthquake, a flood, a landslide or a cyclone; b. war, invasion, acts of foreign enemies, hostilities between nations, a terrorist act as defined in section 100.1 of the Criminal Code, civil insurrection or militarily usurped power; c. confiscation by governments or public authorities; and d. ionising radiation, contamination by radioactivity from nuclear fuel or waste, or combustion of nuclear fuels, <p>except to the extent that the event or circumstance (or any resulting delay, loss or damage):</p> <ul style="list-style-type: none"> e. arose out of or as a consequence of a Contractor Default; or f. could have been prevented or mitigated, by reasonable care on the part of the Contractor or Contractor Personnel.
Free and Open Source Software		<p>means Software that:</p> <ul style="list-style-type: none"> a. is distributed on a free to use basis without a requirement to pay a royalty or other fee; and b. may be used, modified, developed or adapted by any person subject to specified conditions, <p>and includes open source Software, public domain Software, shareware, community source Software and freeware.</p>
General Interest Charge		has the meaning given to it under section 8AAD of the <i>Taxation Administration Act 1953</i> (Cth).
Glossary		means this glossary at Attachment G to the Contract.
Government Furnished Data or GFD		means the data identified as "Government Furnished Data" in Table 3 to the SOW.
Government Furnished Equipment or GFE		means the equipment specifically identified as GFE in Table 3 to Attachment A.
Government Furnished Information or GFI		means the information identified as "Government Furnished Information" in Table 3 to the SOW.
Government Furnished Material or GFM		means the material to be provided to the Contractor under the Contract and which is listed in the SOW.

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Term	Status	Definition
GST Act		means the <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth) and associated taxation legislation.
Insolvency Event		<p>means, in respect of a person, any of the following:</p> <ul style="list-style-type: none"> a. the person: <ul style="list-style-type: none"> (i) becoming insolvent; (ii) ceasing to carry on all or a material part of its business; or (iii) taking any step toward entering into a compromise or arrangement with, or assignment for the benefit of, any of its members or creditors; b. the appointment of a Controller, a liquidator or provisional liquidator, trustee for creditors or in bankruptcy or analogous person to the person or any of the person's property; c. the person becoming subject to external administration provided for in Chapter 5 of the <i>Corporations Act 2001</i> (Cth); d. the person suffering execution against, or the holder of a Security Interest or any agent on its behalf taking possession of, any of person's property (including seizing the person's property within the meaning of section 123 of the <i>Personal Properties Securities Act 2009</i> (Cth)); e. person being taken under section 459F(1) of the <i>Corporations Act 2001</i> (Cth) to have failed to comply with a statutory demand; f. an order or resolution for the winding up or deregistration of the person; g. a court or other authority enforcing any judgment or order against the person for the payment of money or the recovery of any property; and h. any analogous event under the law of any applicable jurisdiction.
Intellectual Property or IP		<p>means all present and future rights conferred by law in or in relation to any of the following:</p> <ul style="list-style-type: none"> a. Copyright; b. rights in relation to a Circuit Layout, Patent Registrable Design or Trade Mark (including service marks); and c. any other rights resulting from intellectual activity in the industrial, scientific, literary and artistic fields recognised in domestic law anywhere in the world, whether registered or unregistered.
Key Persons		means the personnel specified in Attachment A as personnel required to undertake the Services or part of the work constituting the Services.

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Term	Status	Definition
Licence		means a non-exclusive licence of IP in respect of Contract Material, being a licence that: a. is fully paid-up and does not require any additional payment by the licensee, including by way of royalty or any other fee; b. cannot be revoked or terminated by the licensor for any reason except on expiration of a statutory protection term; c. operates in perpetuity without any action required on the part of the licensee to renew or extend the licence; d. operates on a world-wide basis; and e. binds each successor in title to the owner of the IP in respect of the Contract Material.
Local Business		<i>Note to tenderers: The definition of Local Business for any resultant Contract will be based on the successful tenderer's response to Annex E to the Conditions of Tender.</i> means (...INSERT DEFINITION...).
Loss		means any liability, loss (including economic loss), damage, compensation, costs and expenses.
Moral Rights		means any of the following: a. a right of attribution of authorship; b. a right not to have authorship falsely attributed; or c. a right of integrity of authorship.
Notifiable Incident		has the meaning given in sections 35 to 37 of the <i>Work Health and Safety Act 2011</i> (Cth).
Patent		means the rights and interests in any registered, pending or restored standard or innovation patent under the <i>Patents Act 1990</i> (Cth) or the corresponding laws of any other jurisdiction.
Performance Exchange Scorecard		has the meaning given by the Performance Exchange Scorecard policy detailed at: https://www.defence.gov.au/business-industry/industry-programs/performance-exchange-scorecard .
Personal Information		has the same meaning as in the <i>Privacy Act 1988</i> (Cth).
Privacy Commissioner		has the same meaning as in the <i>Australian Information Commissioner Act 2010</i> (Cth).
Problematic Substance		means: a. any substance identified as having ozone depleting potential, or any gas identified as a Synthetic Greenhouse Gas, in the <i>Ozone Protection and Synthetic Greenhouse Gas Management Act 1989</i> (Cth) or any regulations made under that Act; b. any dangerous goods as defined in the <i>Australian Code for the Transport of Dangerous Goods by Road and Rail</i> (extant edition and as amended from time to time); or c. any hazardous chemicals as defined in subregulation 5(1) of the <i>Work Health and Safety Regulations 2011</i> (Cth).

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Term	Status	Definition
Proportionate Liability Law		means any of the following: a. <i>Civil Liability Act 2002</i> (NSW) – Part 4; b. <i>Wrongs Act 1958</i> (Vic) – Part IVAA; c. <i>Civil Liability Act 2002</i> (WA) – Part 1F; d. <i>Civil Liability Act 2003</i> (Qld) – Chapter 2, Part 2; e. <i>Civil Law (Wrongs) Act 2002</i> (ACT) – Chapter 7A; f. <i>Proportionate Liability Act 2005</i> (NT); g. <i>Law Reform (Contributory Negligence and Apportionment of Liability Act) 2001</i> (SA) – Part 3; h. <i>Civil Liability Act 2002</i> (Tas) – Part 9A; i. <i>Competition and Consumer Act 2010</i> (Cth) – Part VIA; j. <i>Corporations Act 2001</i> (Cth) – Part 7.10, Div 2A; and k. <i>Australian Securities & Investments Commission Act 2001</i> (Cth) – Part 2, Division 2, Subdivision GA.
PT PCP		means the Commonwealth's 'Payment Times Procurement Connected Policy'.
PT PCP Policy Team		means the relevant Minister, department or authority that administers or otherwise deals with the PT PCP on the relevant day.
PT PCP Subcontract		means a Subcontract between a Reporting Entity and another party (Other Party) where: a. the Subcontract is (wholly or in part) for the provision of goods or services for the purposes of the Contract; b. both parties are carrying on business in Australia; and c. the component of the Subcontract for the provision of goods or services for the purposes of the Contract has a total value of less than (or is reasonably estimated will not exceed) \$1,000,000 (inc GST) during the period of the Subcontract, not including any options, extensions, renewals or other mechanisms that may be executed over the life of the Subcontract; but does not include the following Subcontracts: d. Subcontracts entered into prior to the Reporting Entities' tender response for the Contract; e. Subcontracts which contain standard terms and conditions put forward by the Other Party and which cannot reasonably be negotiated by the Reporting Entity; or f. Subcontracts for the purposes of: (i) procuring and consuming goods or services overseas; or procuring real property, including leases and licences.
PT PCP Subcontractor		means the party that is entitled to receive payment for the provision of goods or services under a PT PCP Subcontract.
PTR Act		means the <i>Payment Times Reporting Act 2020</i> (Cth), as amended from time to time, and includes a reference to any subordinate legislation made under the Act.

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Term	Status	Definition
Related Body Corporate		has the meaning given by section 9 of the <i>Corporations Act 2001</i> (Cth).
Registrable Design		means a design able to be protected under the <i>Designs Act 2003</i> (Cth) or the corresponding laws of any other jurisdiction.
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 Contractor will continue to be obligated as a Relevant Employer until the number of its employees falls below 80.
Reporting Entity		has the meaning given to this term in the <i>PTR Act</i> .
Reporting Entity Subcontractor		means any person that: <ul style="list-style-type: none"> a. is a Reporting Entity; and b. provides goods or services directly or indirectly to the Contractor for the purposes of the Contract where the value of such goods or services are estimated to exceed \$4,000,000 (inc GST). 'Reporting Entity Subcontract' has a corresponding meaning.
Services		means the services and goods (including Contract Material) required to be provided under the Contract, and includes items acquired in order to be incorporated in the Services.
Software		means a collection of computer code comprising a set of instructions or statements used directly or indirectly by a computer to bring about a certain result, (including using a computer programming language to control a computer or its peripheral devices) and includes computer programs, firmware, applications and updates, but excludes source code.
Statement of Tax Record or STR		has the same meaning as in the <i>Black Economy Procurement Connected Policy – Increasing the integrity of government procurement</i> – March 2019.
Subcontractor		means any person (not the Commonwealth) that, for the purposes of the Contract, provides items or services directly or indirectly to the Contractor; and 'Subcontract' has a corresponding meaning.
Subcontractor Personnel		means any officers, employees or agents of any Subcontractor.
Technical Data or TD		means technical or scientific data, know-how or information, reduced to a material form (whether stored electronically or otherwise) in relation to the Services and includes all calculations, data, databases, designs, design documentation, drawings, guides, handbooks, instructions, manuals, models, notes, plans, reports, simulations, sketches, specifications, standards, training materials, test results and writings, and includes source code.
Trade Mark		means a trade mark protected under the <i>Trade Marks Act 1995</i> (Cth) or corresponding laws of any other jurisdiction.

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Term	Status	Definition
Unrelated Party		means any person other than any of the following: a. the Commonwealth and Commonwealth Personnel; b. the Contractor and Contractor Personnel; c. a Related Body Corporate of the Contractor; and d. an employee, officer or agent of a Related Body Corporate of the Contractor.
Use		means, in relation to a licence of any Contract Material granted to a licensee, to: a. use, reproduce, adapt and modify the Contract Material in accordance with the licence; and b. disclose, transmit and communicate the Contract Material: (i) to the licensee's employees, officers and agents; and (ii) to a sublicensee under a sublicense granted in accordance with the licence.
WHS Legislation		means any of the following: a. the <i>Work Health and Safety Act 2011</i> (Cth) and the <i>Work Health and Safety Regulations 2011</i> (Cth); and b. any corresponding WHS law as defined in section 4 of the <i>Work Health and Safety Act 2011</i> (Cth).
Wilful Default		means a Default where the breach relates to an act or omission that is intended to cause harm, or otherwise involves recklessness in relation to an obligation not to cause harm.
Working Day		in relation to the doing of an action in a place, means any day in that place other than: a. a Saturday, Sunday or public holiday; and b. any day within the two-week period that starts on: (i) the Saturday before Christmas Day; or (ii) if Christmas Day falls on a Saturday, Christmas Day.

8 REFERENCED DOCUMENTS

Reference	Description
	<i>Auditor-General Act 1997</i> (Cth)
	Australian Code for the Transport of Dangerous Goods by Road and Rail, (Extant edition and as amended from time to time)
	Australian Industry Capability Better Practice Guide
Black Economy Procurement Connected Policy	<i>Black Economy Procurement Connected Policy – Increasing the integrity of government procurement – March 2019.</i>
	<i>CASG Cost Principles, as amended from time to time</i>
CPRs	Commonwealth Procurement Rules – April 2019
	<i>Complaints and Alternative Resolutions Manual</i>
	<i>Corporations Act 2001</i> (Cth)

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Reference	Description
	Defence WHS Manual
	Defence and the Private Sector – An Ethical Relationship
DEFLOGMAN Part 2 Volume 5 Section 17	Stocktaking of Defence Assets and Inventory
DI(G) PERS 15-1	Australian Defence Force alcohol policy
DI(G) PERS 25-7	Gifts, Hospitality and Sponsorship
DSPF	Defence Security Principles Framework, as amended from time to time
	<i>Environmental Protection and Biodiversity Conservation Act 1999 (Cth)</i>
GST Act	<i>A New Tax System (Goods and Services Tax) Act 1999 (Cth)</i>
	<i>Incident Reporting and Management Manual</i>
IPP	<i>Commonwealth Indigenous Procurement Policy – July 2015. A copy of the IPP is available from:</i> https://www.niaa.gov.au/indigenous-affairs/economic-development/indigenous-procurement-policy-ipp
	<i>Ozone Protection and Synthetic Greenhouse Gas Management Act 1989 (Cth)</i>
	<i>Privacy Act 1988 (Cth)</i>
WHS Act	<i>Work Health and Safety Act 2011 (Cth)</i>
WHS Regulations	<i>Work Health and Safety Regulations 2011(Cth)</i>
WGE Act	<i>Workplace Gender Equality Act 2012 (Cth)</i>
	<i>Workplace Gender Equality Procurement Principals</i>

PART 1 – CONDITIONS OF TENDER

TENDER DETAILS SCHEDULE

RFT Number:	24607				
RFT Name:	Scientific and Technical Support				
Division 2 of CPRs:	The additional rules detailed in Division 2 of the Commonwealth Procurement Rules (CPRs) DO apply to this procurement.				
Contact Officer: (clause 2.3)	<table> <tr> <td>Name:</td><td>Simon Griffiths</td></tr> <tr> <td>Email:</td><td>complexprocurement.edinburgh@defence.gov.au</td></tr> </table>	Name:	Simon Griffiths	Email:	complexprocurement.edinburgh@defence.gov.au
Name:	Simon Griffiths				
Email:	complexprocurement.edinburgh@defence.gov.au				
Industry briefing: (clause 2.6)	No industry briefing will be conducted.				
Closing Time: (clause 2.7.3)	2.00pm local time in the Australian Capital Territory (ACT) on 19 July 2022.				
Format: (clause 2.7.4)	Word or PDF format or as otherwise instructed by each Annex.				
Tender Validity Period: (clause 2.8)	60 days after the Closing Time (as extended under clause 2.8, if applicable).				
Minimum Content and Format Requirements: (clause 3.2)	<p>Tenders (including all attachments, annexes and supporting documentation), are to be written in English.</p> <p>All measurements in tenders are to be expressed in Australian legal units of measurement unless otherwise specified.</p> <p>Tenders are to include a PDF copy of the Tenderer's Deed of Undertaking in the form of Annex A duly signed by the tenderer.</p> <p>Tenders are to include an Indigenous Participation Plan in accordance with the Indigenous Procurement Policy.</p>				
Conditions for Participation: (clause 3.3)	<p>Clause 1.9 Statement of Tax Record;</p> <p>Clause 2.4 Preparation and Transmission of Classified Tenders; and</p> <p>Clause 2.5 Defence Security Requirements.</p>				

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1 GENERAL CONDITIONS

1.1 Interpretation of Request for Tender

- 1.1.1 The Request for Tender (RFT) comprises:
- Part 1 – Conditions of Tender (COT) (including the Tender Details Schedule) and annexes; and
 - Part 2 - draft Conditions of Contract (COC) and attachments.
- 1.1.2 This RFT is an invitation to treat and, to the extent permitted by law, no binding contract (including a process contract) or other understanding (including any form of contractual, quasi-contractual or restitutionary rights, or rights based upon similar legal or equitable grounds) will exist between the Commonwealth and a tenderer unless and until any resultant Contract is signed by the Commonwealth and a successful tenderer.
- 1.1.3 Clause 1.1.2 does not apply to:
- the Tenderer's Deed of Undertaking executed by a tenderer;
 - a confidentiality deed executed by a tenderer; or
 - any other deed or contractual arrangement entered into by the tenderer, as required by the Commonwealth from time to time.
- 1.1.4 The Commonwealth will not be responsible for any costs or expenses incurred by any tenderer in preparation or lodgement of a tender or taking part in the RFT process.
- 1.1.5 In the RFT, unless the contrary intention appears, words, abbreviations and acronyms have the same meaning given to them in the Tender Details Schedule or the draft Contract.
- 1.1.6 If there is any inconsistency between any part of this RFT, a descending order of precedence is to be accorded to the:
- COT (including the Tender Details Schedule);
 - annexes to the COT; and
 - draft Contract in accordance with clause 1.5 of the draft COC,
- so that the provision in the higher ranked document, to the extent of the inconsistency, prevails.

1.2 Amendment of RFT

Note to tenderers: When an amendment to the RFT is issued by the Commonwealth it will be through AusTender. Refer to clause 2.7 for more information on AusTender.

- 1.2.1 The Commonwealth may amend the RFT by giving tenderers timely written notice of an amendment. If the Commonwealth amends this RFT under this clause 1.2.1 after tenders have been submitted, it may seek amended tenders.
- 1.2.2 Tenderers will have no claim against the Commonwealth or any Commonwealth Personnel for any failure to inform a tenderer of an amendment to the RFT, or any failure to seek amended tenders, or any other matter arising in connection with an amendment to this RFT.

1.3 Termination, Suspension or Deferral of RFT

- 1.3.1 Without limiting its rights under the RFT, at law or otherwise, the Commonwealth may suspend, defer or terminate this RFT process at any time prior to the execution of a formal written contract. The Commonwealth will notify tenderers to this effect.

1.4 Other Commonwealth Rights

- 1.4.1 Without limiting its rights under the RFT, at law or otherwise, the Commonwealth may at any stage of the RFT process, exclude a tenderer from further participation in the RFT process:
- if an Insolvency Event occurs in relation to the tenderer or any of its Related Bodies Corporate;
 - if the tender is incomplete or clearly non-competitive; or
 - a representation or warranty given by tenderer in its tender is false or misleading.

1.5 Australian Government Requirements

Note to tenderers: *Electronic copies of relevant Defence documents are available on the internet at:*

<https://www.defence.gov.au/casg/DoingBusiness/ProcurementDefence/PoliciesGuidelinesTemplates/ASDEFCON%20Suite.asp>

Any other documents required can be provided by the Contact Officer.

- 1.5.1 The Commonwealth will not enter into a Contract with a tenderer which has a judicial decision against it (including overseas jurisdictions but excluding judgments 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.
- 1.5.2 Tenderers should familiarise themselves with the following Commonwealth policies:
- a. DI ADMINPOL and in particular:
 - (i) Annex C, AG4 – Incident reporting and management and the Incident Reporting and Management Manual;
 - (ii) Annex C, AG5 – Conflicts of interest and declarations of interest and the Integrity Policy Manual; and
 - (iii) Annex J, PPL 7 – Required behaviours in Defence and Chapter 3 of the Complaints and Alternative Resolutions Manual;
 - b. Gifts, hospitality and sponsorship as detailed in DI(G) PERS 25-7;
 - c. Ethical relationship policies as detailed in *Defence and the Private Sector – An Ethical Relationship*;
 - d. Australian Defence Force alcohol policy as detailed in DI(G) PERS 15-1;
 - e. Public Interest Disclosure policy detailed at:
<https://www.ombudsman.gov.au/Our-responsibilities/making-a-disclosure>;
 - f. Performance Exchange Program functional policy as detailed at:
<https://www.defence.gov.au/casg/DoingBusiness/Industry/Industryprograms/Performance%20Exchange%20Scorecard.asp>
 - g. Workplace Gender Equality Strategy available from:
<http://www.defence.gov.au/Diversity/gender-equality.asp>
 - h. [the *Modern Slavery Act 2018* (Cth)], and
 - i. the *Government Procurement (Judicial Review) Act 2018* (Cth) which provides a formal complaints mechanism that applies to some procurements.

1.6 Indigenous Procurement Policy

Note to tenderers: The Indigenous Procurement Policy is available at:
<http://drnet/casg/commercial/UndertakingProcurementinDefence/Pages/IPP-Minimum-Requirements.aspx>,

- 1.6.1 It is Commonwealth policy to stimulate Indigenous entrepreneurship and business development, providing Indigenous Australians with more opportunities to participate in the economy (see Indigenous Procurement Policy for further information).
- 1.6.2 If any resultant Contract is a High Value Contract, the mandatory minimum requirements for Indigenous participation will apply.

1.7 Workplace Gender Equality

Note to tenderers: *The Workplace Gender Equality Procurement Principles prevent the Commonwealth from entering into contracts with suppliers who are non-compliant under the Workplace Gender Equality Act 2012 (Cth) (WGE Act). In performing any resultant Contract, the tenderer must comply with its obligations under the WGE Act. Information about the coverage of the Workplace Gender Equality Procurement Principles is available from the Department of Social Services at:* <https://www.dss.gov.au/our-responsibilities/women/programs->

[services/economic-security/workplace-gender-equality-procurement-principles-and-user-guide.](#)

- 1.7.1 In accordance with the Workplace Gender Equality Procurement Principles, the Commonwealth will not enter into any resultant Contract with a tenderer who is non-compliant under the *Workplace Gender Equality Act (Cth)* 2012.

1.8 Procurement Complaints

- 1.8.1 In the event tenderers wish to lodge a formal complaint regarding this procurement, the complaint is to be directed in writing to: procurement.complaints@defence.gov.au. On the request of the Commonwealth, tenderers are to cooperate with the Commonwealth in the resolution of any complaint regarding this procurement.

1.9 Statement of Tax Record

- 1.9.1 In accordance with the Black Economy Procurement Connected Policy, and subject to clause 1.9.2, a tender is to include all of the satisfactory and valid STRs required from a tenderer under Table 1 of Annex C.
- 1.9.2 If the tender includes an STR receipt issued by the Australian Taxation Office confirming that the STRs required under Table 1 of Annex C were requested prior to the Closing Time, then the tenderer may provide all of the required satisfactory and valid STRs to the Contact Officer within 4 Working Days after the Closing Time.
- 1.9.3 Tenderers are to obtain and hold as at the Closing Time all of the satisfactory and valid STRs required under Table 1 of Annex C (or an STR receipt confirming that the STRs required under Table 1 of Annex C were requested prior to the Closing Time) of any entity that the tenderer proposes to engage as a direct Subcontractor, if the total value of all work under the Subcontract is expected to exceed \$4 million (inc GST).
- 1.9.4 For the purposes of the RFT, an STR is taken to be:
- satisfactory** if the STR states that the entity has met the conditions, as set out in the Black Economy Procurement Connected Policy, of having a satisfactory engagement with the Australian tax system; and
 - valid** if the STR has not expired as at the date on which the STR is required to be provided or held.

2 TENDER PREPARATION AND LODGEMENT

2.1 Tenderers to Inform Themselves

- 2.1.1 The Commonwealth makes no representations or warranties that the information in the RFT or any information communicated or provided to tenderers during the RFT process is, or will be, accurate, current or complete.
- 2.1.2 Tenderers are solely responsible for:
- examining the RFT, any documents referenced in or attached to the RFT and any other information made available by the Commonwealth to tenderers in connection with the RFT process;
 - obtaining and examining all further information which is obtainable by the making of reasonable inquiries relevant to the risks, contingencies, and other circumstances having an effect on their tenders; and
 - satisfying themselves that their tender (including tendered prices) is accurate, complete and not misleading.
- 2.1.3 Tenderers are to prepare and lodge their tenders based on the acknowledgements and agreements at the Tenderer's Deed of Undertaking.

Note to tenderers: Requests for advice on the control status of Australian goods and/or services should be forwarded to Defence Export Controls via email at ExportControls@defence.gov.au.

Further information on Australian export controls may be found at <http://www.defence.gov.au/ExportControls/>.

- 2.1.4 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.

2.2 Tender Preparation

- 2.2.1 Tenderers are to complete and provide the information requested in the annexes and are to do so in the manner requested in the annexes.
- 2.2.2 Supporting documentation may be provided to enhance the tender. Supporting documentation relevant to a particular annex is to be indicated in that annex.

2.3 Contact Officer and RFT Inquiries

- 2.3.1 Tenderers are to direct any questions or concerns regarding this RFT in writing to the Contact Officer specified in the Tender Details Schedule.
- 2.3.2 Tenderers may submit questions or concerns to the Contact Officer up until five Working Days prior to the Closing Time specified in the Tender Details Schedule.
- 2.3.3 Any question or concern submitted by tenderers is submitted on the basis that the Commonwealth may circulate it and the Commonwealth's response to all other tenderers without disclosing the source of the question or concern, Confidential Information or revealing the substance of a proposed tender.

2.4 Preparation and Transmission of Classified Tenders

Note to tenderers: For information on preparation and transmission of classified tenders and for access to the DSPF, tenderers should contact the Contact Officer.

- 2.4.1 Classified information in tenders is to be avoided where possible. If this cannot be achieved, tenders containing classified information are to be prepared and transmitted as follows:
- a. for Australian tenders, in accordance with Principle 71 of the DSPF; and
 - b. for overseas tenders, in accordance with the applicable industry security information system regulations issued by the appropriate government security authority in their country. If transmission involves transmission by diplomatic bag, the overseas tenderer is to use the diplomatic bag of its own government.
- 2.4.2 If only part of a tender contains classified information, that part may be segregated from the remainder of the tender for separate transmission. However, both parts of the tender are subject to the Closing Time specified in the Tender Details Schedule. Care should therefore be taken to ensure that sufficient time is allowed for tenders to be received by the Closing Time when secure means of transmission are used.

2.5 Defence Security Requirements

- 2.5.1 On request by the Commonwealth, the tenderer is to comply with the Commonwealth security clearance and accreditations process as detailed in Principles 23, 40, 72 and 73 of the DSPF, including obtaining the level of security clearance and accreditations required by the Commonwealth.

2.6 Industry Briefing (Not used)

2.7 Lodgement of Tenders

Note to tenderers: The Closing Time will be displayed in the relevant AusTender webpage together with a countdown clock that displays in real time the amount of time left until Closing Time (for more information please see AusTender Terms of Use). For the purposes of

determining whether a tender response has been lodged before the Closing Time, the countdown clock will be conclusive.

- 2.7.1 AusTender is the Australian Government's procurement information system. Access to and use of AusTender is subject to terms and conditions. In participating in this RFT tenderers are to comply with those terms and conditions and any applicable instructions, process, procedures and recommendations as advised on AusTender at: <https://www.tenders.gov.au/infolinks/termsfuse>.
- 2.7.2 All queries and requests for AusTender technical or operational support are to be directed to: AusTender Help Desk
Telephone: 1300 651 698
International: +61 2 6215 1558
Email: tenders@finance.gov.au

The AusTender Helpdesk is available between 9am and 5pm Australian Capital Territory (ACT) Local Time, Monday to Friday (excluding ACT and national public holidays).
- 2.7.3 Tenders are to be lodged electronically via AusTender (<https://www.tenders.gov.au>) before the Closing Time specified in the Tender Details Schedule, in accordance with the tender lodgement procedures set out in this RFT and on AusTender.
- 2.7.4 Tenders are to be lodged in the Format specified in the Tender Details Schedule. All file names should:
- sufficiently identify the tenderer by including their name; and
 - reflect the parts of the response they represent, where the response comprises multiple files.
- 2.7.5 Tender files should not exceed a combined file size of 500 megabytes per upload.

2.8 Tender Validity Period

- 2.8.1 The Commonwealth requires that tenders submitted in response to this RFT remain open for acceptance during the Tender Validity Period specified in the Tender Details Schedule.
- 2.8.2 If this procurement is suspended under the *Government Procurement (Judicial Review) Act 2018* (Cth), the Tender Validity Period is extended by the period of suspension, up to twice the period of the Tender Validity Period specified in the Tender Details Schedule.
- 2.8.3 Without limiting clause 2.8.2, the Commonwealth may request an extension of the Tender Validity Period.

2.9 Alterations, Erasures and Illegibility

- 2.9.1 Any alterations or erasures made to a tender by a tenderer are to be initialled by that tenderer. Tenders containing alterations or erasures that are not initialled or pricing or other information that is not stated clearly and legibly may be excluded from consideration.

2.10 Unintentional Errors of Form

- 2.10.1 If the Commonwealth considers that there are unintentional errors of form in a tender, the Commonwealth may request the tenderer to correct or clarify the error but will not permit any material alteration or addition to the tender.

2.11 Confidentiality

- 2.11.1 Tenderers are to treat the RFT and any information provided to tenderers by or on behalf of the Commonwealth in connection with the RFT process as confidential and not disclose or use that information except as strictly required for the purpose of developing a tender in accordance with the RFT.
- 2.11.2 In accordance with paragraph 7.21 of the CPRs, the Commonwealth will treat tenders as confidential before and after the award of any resultant Contract.
- 2.11.3 Despite clause 2.11.2 the Commonwealth may disclose information:
- if required by law or statutory or portfolio duties, or required for public accountability reasons, including following a request by parliament or a parliamentary committee;

- b. for the purpose of defending any claim or proceeding in relation to this RFT process or any resultant Contract;
- c. in the public domain otherwise than due to a breach of confidence; or
- d. as contemplated under clause 2.13.

2.12 Probity Assurance

Note to tenderers: Tenderers should note that the Tenderer's Deed of Undertaking sets out a number of acknowledgements and undertakings to be given by tenderers, including in relation to probity, conflict of interest and bribery.

- 2.12.1 The Commonwealth may exclude a tender from further consideration if in the opinion of the Commonwealth, the tenderer fails to comply with clause 4 of the Tenderer's Deed of Undertaking. The Commonwealth may exclude a 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 at any time during the last seven years.

2.13 Use of Tender Documents

- 2.13.1 All tender documents submitted in response to this RFT become the property of the Commonwealth. Tenderers submit documents in response to this RFT on the basis that the Commonwealth may use, retain and copy the information contained in those documents for the purposes of:
 - a. evaluation and selection of any tender;
 - b. preparation and negotiation of any resultant Contract with respect to the RFT; and
 - c. verifying the currency, consistency and adequacy of information provided under any other RFT process conducted by the Commonwealth.
- 2.13.2 The Commonwealth may disclose all or part of the tender documents to a third party for the purposes of assisting the Commonwealth in the conduct of the RFT process, and for the purposes contained in clause 2.13.1. The Commonwealth may obtain appropriate confidentiality undertakings from the third party prior to disclosure.
- 2.13.3 Nothing in this clause 2.13 changes or affects the ownership of IP in the information contained in the tender documents.

2.14 Part and Joint Tenders

- 2.14.1 The Commonwealth will consider a joint tender for the Services.
- 2.14.2 The Commonwealth will consider a part tender for the Services.

2.15 Alternative Proposals

- 2.15.1 The Commonwealth may consider an alternative proposal submitted by a tenderer that does not comply with the requirements of the RFT. The alternative proposal is to be submitted in accordance with this clause 2.15.
- 2.15.2 The Commonwealth will not consider an alternative proposal unless the alternative proposal:
 - a. is submitted together with a tender that addresses the requirements of the RFT;
 - b. clearly identified as an alternative proposal submitted under this clause 2.15;
 - c. complies with all essential requirements identified in the RFT;
 - d. fully described by the tenderer, including:
 - (i) the advantages, disadvantages, limitations and capability of the alternative proposal; and
 - (ii) the extent to which the adoption of the alternative proposal would impact upon the tender that addresses the requirements of the RFT including any financial impact, impact on the provision of the Services and any other consequences of the alternative proposal; and
 - e. contains sufficient and verifiable supporting information and data to enable a comparison of the alternative proposal against other tenders.

- 2.15.3 For the avoidance of doubt, alternative proposals are not required to constitute a complete tender that addresses all of the requirements of this RFT.

3 EVALUATION OF TENDERS

3.1 Evaluation Criteria and Process

- 3.1.1 Tenders will be evaluated on the basis of best value for money consistent with Commonwealth procurement policies, and the terms of the RFT.
- 3.1.2 The criteria to be applied for the purposes of evaluation are as follows, not in any order of importance:
- a. past performance of contractual obligations of the tenderer;
 - b. the tenderer's degree of overall compliance with the RFT;
 - c. the extent to which the tender meets the requirements stated in the draft SOW, including any specifications;
 - d. the extent to which the tenderer is compliant with the draft conditions of contract and the assessed level of risk relating to the negotiation of any resultant Contract acceptable to the Commonwealth;
 - e. the extent to which the proposed rights to the Contract Material would enable the Commonwealth to obtain the full benefit of the requested Services;
 - f. the proposed corporate structure and the financial and corporate viability and capability of the tenderer and Subcontractors to fulfil Contract obligations;
 - g. the tendered prices and pricing structure, including proposed payment schedule; and
 - h. the extent to which the tender response satisfies the AIC requirements contained within the RFT;
 - i. the extent to which the tenderer's response will achieve economic benefit for the Australian economy; and
 - j. the extent to which the tender response satisfies the Indigenous Participation Plan requirements
- 3.1.3 The Commonwealth may at any time during the RFT process:
- a. obtain additional information (whether that information is obtained through the RFT process or by any other means) relevant to a tenderer's tender;
 - b. use material tendered in response to one evaluation criterion in the evaluation of other criteria; and
 - c. seek clarification or additional information from, and enter into discussions with, any or all of the tenderers in relation to their tender.
- 3.1.4 In assessing tenders, the Commonwealth may take into account any supporting documentation provided under clause 2.2.2.

3.2 Minimum Content and Format Requirements

- 3.2.1 Subject to clause 2.10, the Commonwealth will exclude a tender from further consideration if the Commonwealth considers that the tender is non-compliant with any of the Minimum Content and Format Requirements specified in the Tender Details Schedule.

3.3 Conditions for Participation

- 3.3.1 The Commonwealth will exclude a tender from further consideration if the Commonwealth considers that the tenderer is non-compliant with any of the Conditions for Participation specified in the Tender Details Schedule.

3.4 Essential Requirements (Not used)

3.5 Negotiation

- 3.5.1 The Commonwealth may engage one or more tenderers in negotiations, which may involve tenderers being asked to:
- clarify, improve or consolidate any of the technical, commercial, legal, financial and operational aspects of their tenders; or
 - enter into an agreement with the Commonwealth relating to the terms of the detailed engagement with that tenderer.

3.6 Preferred Tenderer Status

- 3.6.1 The Commonwealth may select a tenderer as preferred tenderer, but such selection:
- does not affect or limit the Commonwealth's rights or the tenderer's obligations under the RFT; and
 - is not a representation that any contract will be entered into between the Commonwealth and that tenderer,
- and the Commonwealth may recommence or commence negotiations under the RFT with any other tenderer whether or not a tenderer has been selected as preferred tenderer.

3.7 Cost Investigation of Tenders

Note to tenderers: The Commonwealth may refer to the CASG Cost Principles in considering whether the costs that the Contractor seeks to recover under the Contract are reasonable. The CASG Cost Principles can be accessed via the 'Contracting in CASG' webpage on the 'Doing Business with Defence' internet site at: <https://www.defence.gov.au/casg/DoingBusiness/ProcurementDefence/PoliciesGuidelinesTemplates/Cost%20Principles.asp>.

- 3.7.1 For the purposes of evaluating a tender, Commonwealth Personnel may conduct a cost investigation of the tendered price. On request by the Commonwealth, the tenderer is to facilitate any such cost investigation.

3.8 Debriefing of Tenderers

- 3.8.1 Tenderers will be notified whether they have been successful or unsuccessful and may request an oral or written tender debriefing. Tenderers requiring a debriefing should contact the Contact Officer specified in the Tender Details Schedule.
- 3.8.2 Tenderers will be debriefed against the evaluation criteria contained in clause 3.1.

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TEP for Scientific and Technical Support
BM45932487 dated 03 June 2022



Australian Government
Defence

Tender Evaluation Plan
FOR
Scientific and Technical Support
RTF 24607

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TEP for Scientific and Technical Support
BM45932487 dated 03 June 2022

Document Location

The master soft copy of this document is held in Objective file: 24638

Preparation

This Tender Evaluation Plan was prepared by the persons whose signatures appear in the table below and is submitted to the Delegate for approval:

NAME	POSITION	SIGNATURE	DATE
s47E(d)			

Approval

As the Delegate, I hereby approve/ not approve this Tender Evaluation Plan:

NAME	POSITION	SIGNATURE	DATE
s47E(d)			
Comments:			

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TEP for Scientific and Technical Support
BM45932487 dated 03 June 2022

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B.	Not Used
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G.	Not Used
H.	SER Template
I.	Deed of Confidentiality Template
J.	Not Used

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TEP for Scientific and Technical Support
BM45932487 dated 03 June 2022

References:

- A. RFT 24607 – Science & Technology Research Staff - Statement of Work
- B. RFT 24607 – Science & Technology Research Staff – Conditions of Tender
- C. RFT 24607 – Science & Technology Research Staff – Annexes to Conditions Of Tender
- D. RFT 24607 – Science & Technology Research Staff – Conditions of Contract

Endorsement to Proceed – signed 13 April 2022

1 OVERVIEW

1.1 Aim

- 1.1.1 In accordance with the requirements of the Commonwealth Procurement Rules (CPRs) and the Defence Procurement Manual (DPM), this Tender Evaluation Plan (TEP) details the arrangements, framework, methodology and activities to evaluate tenders received in response to RFT 24607 – Scientific and Technical Support & Technology Research Staff (which is proposed to be released on 21 June 2022).
- 1.1.2 The aim of this TEP is to assist and guide the Commonwealth to determine the best value for money solution to meet the Commonwealth's requirements in relation to the procurement of industry contracting research support to Defence weapons system test and measurement activities for the next 12 months and 2 X 24 Months extensions.

1.2 Background

- 1.2.1 DSTG supports the Australian Defence Force (ADF) and the Capability Managers by generating leading edge solutions and by providing robust scientific and technical advice, support, and solutions. As part this wider Defence activity, DSTG performs performance characterisation and evaluation of complete weapon systems, sub-systems and key components to ensure that their operation in training, routine operations and contested environments is understood. The outcomes from this activity may have direct operational impact on ADF capabilities, and is usually executed at the highest security levels. Within that wider activity, we are seeking to enhance our support in a number of disciplines with industry support.
- 1.2.2 It is intended to source a total of 10 contracting staff consisting of two Electro-Optic specialists, two Radio Frequency specialists, two Software Analysis Specialists and four Laboratory Technicians.
- 1.2.3 The request documentation will be released as an open tender to industry.

1.3 Key Dates

- 1.3.1 The evaluation will be conducted in accordance with the indicative schedule of key dates outlined in Annex A to this TEP.

2 TENDER EVALUATION CRITERIA

2.1 Tender Evaluation Criteria

- 2.1.1 The tender evaluation criteria will form the basis for the evaluation of tenders and the assessment of value for money. This will culminate in a source selection recommendation within the Source Evaluation Report (SER).

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- 2.1.2 The tender evaluation criteria, which are taken directly from the request documentation, are set out in the table below. These criteria are not weighted and are not listed in any order of priority.

Ref	Evaluation Criteria
a	past performance of contractual obligations of the tenderer
b	the tenderer's degree of overall compliance with the RFT
c	the extent to which the tender meets the requirements stated in the draft SOW, including any essential specifications
d	the extent to which the tenderer is compliant with the draft conditions of contract and the assessed level of risk relating to the negotiation of any resultant Contract acceptable to the Commonwealth
e	the extent to which the proposed rights to the Contract Material would enable the Commonwealth to obtain the full benefit of the requested Services
f	the proposed corporate structure and the financial and corporate viability and capability of the tenderer and Subcontractors to fulfil Contract obligations
g	the tendered prices and pricing structure, including proposed payment schedule
h	the extent to which the tender response satisfies the AIC requirements contained within the RFT;
i	the extent to which the tenderer's response will achieve economic benefit for the Australian economy; and
j	the extent to which the tender response satisfies the Indigenous Participation Plan requirements

3 TENDER EVALUATION ORGANISATION AND THE DELEGATE

3.1 Delegate

- 3.1.1 The Delegate for this procurement is:

Delegate	s47E(d)
----------	---------

3.2 Tender Evaluation Organisation (TEO)

- 3.2.1 Due to the limited complexity of this procurement, the TEO consists of a three member Tender Evaluation Board (TEB) only. The members of the TEB and their responsibilities are specified in Annex C.
- 3.2.2 All members of the TEO must:
- be aware of, understand and comply with this TEP;
 - comply with all relevant Commonwealth procurement policies, directives and guidelines;
 - comply with all relevant legislative, regulatory, confidentiality and privacy requirements;
 - conduct evaluation activities in a manner which is ethical and fair; and
 - seek to minimise the costs of evaluation incurred by the Commonwealth.

3.3 Expert Advisors

- 3.3.1 Not used

4 TENDER EVALUATION PROCESS

4.1 TEO Commencement Briefing

- 4.1.1 Prior to the receipt of tenders, the TEB Chair will brief all TEO members on the content of this TEP, including the requirements pertaining to:
- the tender evaluation process, tools and required outputs;
 - the tender evaluation schedule and administrative arrangements;
 - areas of responsibility for each TEO element (as detailed at Annex C);
 - probity, ethics and fair dealing;
 - conflict of interest; and
 - security, privacy and confidentiality.

4.2 Registration and Storage of Tenders

- 4.2.1 A member of the TEO nominated by the TEB Chair will register the receipt of all tenders in the presence of at least two witnesses in accordance with Defence's policy.
- 4.2.2 The nominated member of the TEO will ensure the secure storage of all tenders throughout the evaluation process. Additionally, he/she will initially store the tenders in a manner that ensures no persons, including other members of the TEO, have access to the tenders until the evaluation commences in accordance with this TEP.

4.3 Late Tenders

- 4.3.1 Tenders lodged after the closing time specified in the request documentation will be treated as late tenders in accordance with the late submission requirements prescribed in the CPRs. Accordingly, any such late tender will not be accepted unless the submission is late as a consequence of mishandling by the Commonwealth (which excludes mishandling by a courier or mail service provider engaged by a potential supplier to deliver a submission). Late tenders that are not accepted will be returned unopened to the potential suppliers that submitted them.

4.4 Initial Distribution

- 4.4.1 Sufficient copies of the relevant volumes of each tender are to be made available to each member of the TEO (preferable electronically). If the members of the TEB are geographically dispersed and hard copies are required, then the distribution of the tenders will be treated as Confidential with appropriate security measures applied.

4.5 Initial Screening and Shortlisting

- 4.5.1 The TEO members listed in the table below have been nominated by the TEB Chair to conduct all initial screening and shortlisting activities in accordance with this TEP. Such initial screening and shortlisting activities will include the identification of alternative proposals and tendered options, if any.

Assessor Name	APS Position
s47E(d)	

- 4.5.2 The initial screening activities will involve the inspection of each tender to:
- determine the extent to which each tender meets the:
 - minimum content and format requirements;
 - conditions for participation; and

- (iii) any 'Essential' requirements,
as detailed in the Request Documentation;
 - b. identify whether any tender has been received from a tenderer associated with a current project of concern.
- 4.5.3 Tenders that do not meet the requirements and conditions in paragraph 4.5.2 will have their shortfalls highlighted and advised to the Delegate and may be recommended for exclusion from further evaluation. Depending on the circumstance(s), the Delegate may decide to either set aside or decline the relevant tenders.
- 4.5.4 The initial shortlisting activities will involve an analysis based on the evaluation criteria to determine if any of the tenders that have satisfied the requirements and conditions in paragraph 4.5.2 should still be recommended for exclusion from the detailed evaluation on the basis that they are not competitive and have no reasonable prospect of exhibiting the best value for money in comparison to the other tenders received. Any such recommendation will normally lead to the tender being declined by the Delegate and must, therefore, be of sufficient rigour to ensure that the relevant tender would stand no reasonable chance of exhibiting the best value for money under more detailed evaluation and scrutiny.
- 4.5.5 The personnel nominated in the table above will additionally identify any alternative proposals and tendered options that have been lodged and they will recommend to the TEB the optimum manner in which to treat such items during the evaluation.
- 4.5.6 The outcome(s) of the initial screening and shortlisting activities will be reported to the Delegate prior to the commencement of the detailed evaluation.
- 4.5.7 Any tender that is declined in accordance with the initial screening and shortlisting report is to be advised of that outcome as soon as possible.
- 4.6 Detailed Evaluation
 - 4.6.1 The TEB will assess each tender against each evaluation criterion during the detailed evaluation phase. This assessment will utilise the rating scale described in Annex E. The results of the assessment will be recorded via the use of the Individual Evaluator Report template also in Annex E. When completed, all Individual Evaluator Reports will be attached as Enclosures to the SER.
 - 4.6.2 In addition to evaluating the relevant Tender Deliverables, the TEB may consider additional information that relates to evaluation criteria provided that the use of such information is in accordance with the Conditions of Tender and approved by the Delegate. Information which may be suitable can include reports from credit rating agencies, company scorecards, and, subject to IP and confidentiality obligations, material received from the tenderers in response other tender processes.
 - 4.6.3 The TEB Chair, with the assistance of the TEB members, will produce a value-for-money assessment. This will involve comparing the outputs of the above assessment (i.e. of each tender against each evaluation criterion) against the tender's whole-of-life cost. This will provide an overall relative positioning of the tenders and identify the best value for money tender (which, for clarity, does not necessarily need to be the lowest priced tender). The results of this assessment will be recorded via the use of the Value for Money Report template in Annex E. When completed, the Value for Money Report will be attached as an Enclosure to the SER.
- 4.7 Discretion to Set Aside a Tender
 - 4.7.1 If it becomes apparent during detailed evaluation that a tender is clearly non-competitive or otherwise has no reasonable prospect of exhibiting the best value for money compared to other tenders, it may be excluded from further detailed evaluation. By considering the extent of the tender's shortfalls, coupled with the best interests of both the Commonwealth and the relevant tenderer, the TEB Chair may recommend that the Delegate either set aside or decline the tender.
 - 4.7.2 The SER will document the justification for the exclusion and, where appropriate, the

declining of any tender that occurs after detailed evaluation has commenced.

4.8 Source Evaluation Report

- 4.8.1 The TEB will produce an SER to conclude and summarise detailed evaluation of the tenders. The SER will be in the form detailed in the template at Annex H to this TEP and include, as a minimum:
- a. a summary assessment of the tenders' compliance and risk against each evaluation criterion;
 - b. a comparative assessment of the tenders against the combined evaluation criteria; and
 - c. a value for money assessment that evaluates each tender in terms of its benefit/risk profile against its cost.
- 4.8.2 The SER will additionally serve to record the detailed evaluation results, provide the source from which issues for contract negotiation can be drawn, and document an auditable trail for the detailed assessments made in arriving at the source selection recommendation.
- 4.8.3 The SER will be submitted to the Delegate for approval.

5 **ETHICS, PROBITY AND FAIR DEALING**

5.1 Probity, Ethics and Fair Dealing

- 5.1.1 Staff involved with the tender evaluation must uphold all APS and Defence Values, and additionally ensure that the principles that underpin ethics and probity in Australian Government procurement are applied. APS staff and ADF members are not required to sign personal non-disclosure agreements as they are held accountable under the Public Service Act 1999 (Cth) or the Defence Force Discipline Act 1982 (Cth), as the case may be.
- 5.1.2 As a minimum, the following principles must be demonstrated and adhered to at all times:
- a. accountability in accordance with the DPM; and
 - b. probity, ethics and fair dealing in accordance with the DPM.

5.2 Conflicts of Interest

- 5.2.1 Prior to commencing the tender evaluation, the TEB Chair and Probity Advisor will brief the TEO on the risks associated with real or perceived conflicts of interest.
- 5.2.2 Participants in the tender evaluation process will be advised that, should a real or perceived conflict of interest situation arise at any time over the course of the evaluation, they will be required to declare this and may be required to exclude themselves from further participation in the process.

5.3 Confidentiality and Security of Documentation

- 5.3.1 Throughout the evaluation process, all tendered material must be handled appropriately. Information provided by tenderers will be treated as Confidential, kept secure and not be used for personal gain or to prejudice fair, open and effective competition.

6 **COMMUNICATIONS**

6.1 Point of Contact

- 6.1.1 The point of contact for all matters relating to the evaluation of tenders is s47E(d) s47E(d)

6.2 Communications with tenders

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- 6.2.1 TEO members are not permitted to contact any tenderer during the evaluation process without prior approval from the TEB Chair. Any contact between a TEO member and a tenderer, including any unsuccessful attempt to contact a tenderer, must be notified to the TEB Chair.
- 6.2.2 All communications relating to tenders will be documented as records of conversation, including the date, time, source and details.
- 6.3 Public Announcements
 - 6.3.1 Unless approved by the Delegate, no public announcement(s) will be made by any Defence official regarding this TEP or the subsequent evaluation of tenders until contract negotiations are complete, all necessary approvals have been obtained, the contract has been signed, and each unsuccessful tenderer has been notified.
- 6.4 Clarification Questions for Tenderers and Unsolicited Information
 - 6.4.1 The TEB may raise clarification questions to be sent, in writing, to tenderers to clarify unintentional errors of form in a tender and/or resolve issues to assist the evaluation process and improve the level of confidence attached to the evaluation outcomes. Such questions, and any other communications between the Commonwealth and tenderers must be approved for release by the TEB Chair and must not be designed to solicit new information from tenderers. Additionally, when a tenderer's response to a clarifying question foreshadows a change in scope, schedule or cost, the TEB Chair will determine whether the information is admissible for evaluation purposes
 - 6.4.2 Any unsolicited information received from tenderers after the tender closing date will be passed to the TEB Chair. The TEB Chair shall determine whether such information should be quarantined or evaluated consistent with the principles for the handling of late tenders outlined in the request documentation.
- 6.5 Notification and Debriefing of Unsuccessful Tenderers
 - 6.5.1 Notification of unsuccessful tenderers must not occur until after the Source Evaluation Report has been approved and signed by the Delegate. As soon as possible after such approval, the TEB is to formally notify tenderers. In notifying tenderers, each will be provided with the opportunity for a debriefing. Each debriefing will be based on the assessment of the relevant tender against the evaluation criteria. Debriefings will not occur before successful negotiations with the preferred tenderer have concluded.
 - 6.5.2 The Contact Officer identified in the Request Documentation (Conditions of Tender) will be the signatory for notifications to tenderers, unless the TEB Chair determines otherwise.

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ANNEX A

KEY DATES

The tender evaluation will be conducted in accordance with the following indicative schedule of key dates:

Key Event	Expected Date
TEP approved by Delegate	15 June 2022
Request documentation released to tenderers	21 June 2022
Closing date for tenders	2.00pm local ACT time on 19 July 2022
Tender evaluation commences	20 July 2022
Tender evaluation concludes	04 August 2022
SER drafting commences	05 August 2022
SER drafting concludes	10 August 2022
SER submitted to Delegate	11 August 2022
SER approved	12 August 2022
Negotiation commences	15 August 2022
Negotiation concludes	17 August 2022
Contract Documentation finalised	18 August 2022
Delegate exercises Approvals	23 August 2022
Execute Contract	26 August 2022

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ANNEX B

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ANNEX C

TEO STRUCTURE, MEMBERS AND RESPONSIBILITIES

TEB	<div data-bbox="375 1243 603 1870" data-label="Text"> <p>s47E(d)</p> </div> <ul style="list-style-type: none"> • Under the stewardship of the TEB Chair, conduct a comprehensive evaluation of each tender in relation to the evaluation criteria. • Ensure continuous compliance with the RFT, TEP and relevant Commonwealth and Departmental policies/procedures. • Conduct initial tender screening and shortlisting activities. • Generate appropriate screening and shortlisting recommendations for endorsement by the Delegate. • Identify any alternative proposals and tendered options and how they are to be treated. • When appropriate, invite attendance by, or consultation with, other authorities on matters relevant to TEB deliberations. Consider input from stakeholders and use such input, as appropriate, to improve the evaluation. • Maintain a register of identified issues and implement actions to resolve such issues in the most appropriate manner. • Identify, draft and dispatch any clarification questions (to be asked of the tenderers) that will improve the quality and/or completeness of the evaluation. • Promptly act on any relevant instruction/direction provided by the Delegate. • Undertake a comparative assessment of the tenders and formulate a defensible value-for-money assessment. • Compile a list of all issues identified during the evaluation that require further discussion in any future negotiations. The list is to be accompanied by a narrative describing each issue in all necessary detail and also the Commonwealth's minimum acceptable position in relation to each issue. • Generate an SER and source selection recommendation(s). Submit the SER to the Delegate for approval. • Control and manage all administrative matters related to the tender evaluation, including the following tasks.
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	<ul style="list-style-type: none">- Receipt and register all tenders and thereafter maintain all tender documentation.- Control all evaluation-related records and correspondence. Arrange for any relevant distribution/circulation of such information.- Ensure correct security, confidentiality, and conflict of interest standards are maintained at all times.
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ANNEX D

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ANNEX E

EVALUATION METHODOLOGY

General

1. An accurate, comprehensive and defensible evaluation of Tenders is of paramount importance for the Commonwealth when attempting to select the optimum value-for-money tender in relation to any procurement. The methodology set out in this Annex has been designed to assist TEOs to achieve that goal for simple procurements.
2. To ensure a defensible and auditable source recommendation from the evaluation, narratives should be produced by TEO members to support each element of their assessment. Narratives should explain and justify the evaluation outcomes and should be written in 'stand-alone' fashion – i.e. one that is clear and understandable without the reader having to access the Tender Deliverables for additional information. Any supporting documentation created during the evaluation process, such as a technical or SME analysis, should also be attached to the narrative.

How to rate tenders against the evaluation criteria

3. There are two elements to be considered when rating the tenders against each of the evaluation criteria in accordance with the nominated rating scale shown below. For each separate evaluation criteria these two elements comprise:
 - (i) an assessment of compliance – which can be thought of as a measure of the level to which the tender meets, or will meet, the requirements of the Commonwealth.
 - (ii) an assessment of risk - which can be thought of as a measure of the negative impact(s) that could be incurred by the Commonwealth due to shortfalls in the tender.

Example:

Say there was an evaluation criterion requiring a tenderer to have control over an established national distribution network to all major ports in Australia. If the Tender Deliverables suggested that the tenderer's distribution network only covered the eastern seaboard and all other ports required the use of a consortium of subcontractors, then compliance might be assessed as medium to low, and risk might be assessed as medium to high (because the tenderer's reliance on subcontractors is risky and could negatively impact on Defence).

RATING	DEFINITION
Very Good	The tender satisfies the evaluation criterion to a very high standard and presents minimal or no risk to the Commonwealth. The tenderer's claims are well supported by the information submitted in the tender.
Good	The tender satisfies the evaluation criterion to a high standard and presents only a very low level of risk to the Commonwealth. The tenderer's claims are adequately supported by the information submitted in the tender.
Satisfactory	The tender satisfies the evaluation criterion to a satisfactory degree and presents an acceptable level of risk to the Commonwealth. There are minor deficiencies in the information submitted in the tender.
Poor	The tender barely satisfies the evaluation criterion and presents a degree of unacceptable risk to the Commonwealth. There are minor and major deficiencies in the information submitted in the tender.

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Unacceptable*	The tender does not satisfy the evaluation criterion and presents an unacceptable level of risk to the Commonwealth. There are many major deficiencies in the information submitted in the tender.
* 'Poor' or 'Unacceptable' rating for any evaluation criteria must be advised to the TEB Chair without delay - as this may preclude further evaluation of the relevant tender.	

How to assess price/cost data

- Price/cost data is the pricing information that relates directly to procuring the goods or services. This includes the pricing section of each tender, the payment structure, exchange rates, cost growth equations, pricing variation mechanisms, and taxation matters.
- The evaluation of price/cost data must assess the extent to which prices/costs should be normalised to ensure that a like-for-like comparison is made in relation to the magnitude of each tender on a whole-of-life basis. In this context, whole-of-life costs to be incurred by the Commonwealth comprise a suite of incremental costs arising from the decision to purchase an item(s) and are incurred in respect of the purchased item(s) over the full life cycle of the item(s) from acquisition, through sustainment, to disposal. Whole-of-life costs can include the initial purchase price, installation costs (including, for example, modification of existing platforms), operating and support costs, cost of spares, licence fees, and disposal costs.
- In evaluating the normalised whole-of-life cost for each tender, the appropriate TEO members might need to make some assumptions and numerical forecasts (for example, where the team is provided only a labour rate card, but it must evaluate total cost. Here the total cost will vary depending on volume of labour used, however that volume is not certain and must be estimated). In such cases, evaluators will need to be logical, consistent and clearly document any assumptions relied upon, so that the resultant outcome is capable of withstanding challenge and scrutiny. The evaluators could also conduct sensitivity and scenario analysis in order to test the robustness of assumptions and the validity of the outcomes.

Individual Evaluator Report Template

- Each member of the TEB (i.e. each separate evaluator) will individually complete the template shown below to record his/her evaluation observations, findings and judgements in relation to each tender against each evaluation criterion. When completed, this template will be attached to the SER.

<u>INDIVIDUAL EVALUATOR REPORT</u>	
(Simple Procurement)	
Procurement Details:	
RFT Number	[...INSERT RFT NUMBER...]
Description	[...INSERT BRIEF DESCRIPTION OF THE GOODS/SERVICES TO BE PROCURED...]
Evaluator Details:	
Name	[...INSERT EVALUATOR NAME...]
APS Position	[...INSERT DETAIL...]
Signature	

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Evaluation Criterion	[...INSERT THE EVALUATION CRITERION WORDING FROM THE REQUEST DOCUMENTATION...]	
TENDER	Rating	Justification for rating
[...INSERT TENDER'S NAME...]	[...INSERT APPROPRIATE RATING FROM TABLE ...]	[...INSERT DETAILS OF THE ANALYSIS OF THE TENDER AGAINST THIS SPECIFIC EVALUATION CRITERION...] <ul style="list-style-type: none"> • INCLUDE THE STRENGTHS AND WEAKNESSES OF THE TENDER; • DESCRIBE ANY KEY DISCRIMINATOR(S) OF THIS TENDER. • LIST ANY NOTABLE RISKS TO WHICH THE COMMONWEALTH WOULD BE EXPOSED. • INSERT A DESCRIPTION OF ANY RELATED ISSUES FOR NEGOTIATION, INCLUDING A SUGGESTED MINIMUM POSITION THAT WOULD BE ACCEPTABLE TO THE COMMONWEALTH IN ANY FUTURE NEGOTIATION.
[...INSERT TENDER'S NAME...]	[...INSERT APPROPRIATE RATING FROM TABLE ...]	[...INSERT DETAILS OF THE ANALYSIS OF THE TENDER AGAINST THIS SPECIFIC EVALUATION CRITERION...] <ul style="list-style-type: none"> • INCLUDE THE STRENGTHS AND WEAKNESSES OF THE TENDER. • DESCRIBE ANY KEY DISCRIMINATOR(S) OF THIS TENDER. • LIST ANY NOTABLE RISKS TO WHICH THE COMMONWEALTH WOULD BE EXPOSED. • INSERT A DESCRIPTION OF ANY RELATED ISSUES FOR NEGOTIATION, INCLUDING A SUGGESTED MINIMUM POSITION THAT WOULD BE ACCEPTABLE TO THE COMMONWEALTH IN ANY FUTURE NEGOTIATION.
...
Summary	[...INSERT A COMPARATIVE SUMMATION OF THE ABOVE FINDINGS IN RELATION TO THIS SPECIFIC EVALUATION CRITERIA...]	
Evaluation Criterion	[...INSERT THE EVALUATION CRITERION WORDING FROM THE REQUEST DOCUMENTATION...]	
TENDER	Rating	Justification for rating
[...INSERT TENDER'S NAME...]	[...INSERT APPROPRIATE RATING FROM TABLE ...]	[...INSERT DETAILS OF THE ANALYSIS OF THE TENDER AGAINST THIS SPECIFIC EVALUATION CRITERION...] <ul style="list-style-type: none"> • INCLUDE THE STRENGTHS AND WEAKNESSES OF THE TENDER; • DESCRIBE ANY KEY DISCRIMINATOR(S) OF THIS TENDER. • LIST ANY NOTABLE RISKS TO WHICH THE COMMONWEALTH WOULD BE EXPOSED. • INSERT A DESCRIPTION OF ANY RELATED ISSUES FOR NEGOTIATION, INCLUDING A SUGGESTED MINIMUM POSITION THAT WOULD BE ACCEPTABLE

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		TO THE COMMONWEALTH IN ANY FUTURE NEGOTIATION.
[...INSERT TENDER'S NAME...]	[...INSERT APPROPRIATE RATING FROM TABLE ...]	<p>[...INSERT DETAILS OF THE ANALYSIS OF THE TENDER AGAINST THIS SPECIFIC EVALUATION CRITERION...]</p> <ul style="list-style-type: none"> • INCLUDE THE STRENGTHS AND WEAKNESSES OF THE TENDER. • DESCRIBE ANY KEY DISCRIMINATOR(S) OF THIS TENDER. • LIST ANY NOTABLE RISKS TO WHICH THE COMMONWEALTH WOULD BE EXPOSED. • INSERT A DESCRIPTION OF ANY RELATED ISSUES FOR NEGOTIATION, INCLUDING A SUGGESTED MINIMUM POSITION THAT WOULD BE ACCEPTABLE TO THE COMMONWEALTH IN ANY FUTURE NEGOTIATION.
...
Summary	[...INSERT A COMPARATIVE SUMMATION OF THE ABOVE FINDINGS IN RELATION TO THIS SPECIFIC EVALUATION CRITERIA...]	

[INSERT AN ADDITIONAL TABLE FOR EACH SEPARATE EVALUATION CRITERION IN THE REQUEST DOCUMENTATION]

Value for Money Report Template

8. The TEB Chair, with the assistance of the TEB members, will produce a value-for-money assessment. This will involve comparing the collective individual assessments of each tender (i.e. a synergy of the outcomes expressed in the Individual Evaluator Reports) against the tender's whole-of-life cost. This value for money assessment will be recorded by completing the Value for Money Report template shown below. When completed, this template will be attached to the SER.

<u>VALUE FOR MONEY REPORT</u>			
(Simple Procurement)			
Procurement Details:			
RFT Number	[...INSERT RFT NUMBER...]		
Description	[...INSERT BRIEF DESCRIPTION OF THE GOODS/SERVICES TO BE PROCURED...]		
TEB Members:			
Name	[...INSERT TEB MEMBER NAME...]	[...INSERT TEB MEMBER NAME...]	etc.
APS Position	[...INSERT DETAIL...]	[...INSERT DETAIL...]	etc.
Signature			

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Value for Money Assessment:

This first table contains the TEB's collective ratings (as such ratings described in the rating table in Annex E of the TEP) for each tender in relation to each separate evaluation criteria. This outcome was derived from synergistically reviewing the ratings suggested by each individual evaluator in their Individual Evaluation Reports.

Tender	[...INSERT TENDER'S NAME...]	[...INSERT TENDER'S NAME...]	etc.
Evaluation Criteria			
[...INSERT THE EVALUATION CRITERION WORDING FROM THE REQUEST DOCUMENTATION...]	[...INSERT AN AGREED COMBINED RATING ...]	[...INSERT AN AGREED COMBINED RATING ...]	etc.
[...INSERT THE EVALUATION CRITERION WORDING FROM THE REQUEST DOCUMENTATION...]	[...INSERT AN AGREED COMBINED RATING ...]	[...INSERT AN AGREED COMBINED RATING ...]	etc.
etc.	etc.	etc.	etc.

This second table provides the TEB's suggested overall rating (as such rating is described in the rating table in Annex E of the TEP) for each tender against all evaluation criteria when combined.

Tender	[...INSERT TENDER'S NAME...]	[...INSERT TENDER'S NAME...]	etc.
Overall rating	[...INSERT AGREED OVERALL RATING ACROSS ALL EVALUATION CRITERIA COMBINED...]	[...INSERT AGREED OVERALL RATING ACROSS ALL EVALUATION CRITERIA COMBINED...]	etc.
Justification	[...INSERT A NARRATIVE JUSTIFYING THE OVERALL RATINGS...]		

This third table reports the expected whole-of-life cost to the Commonwealth from each tender. Where necessary the tendered costs were carefully adjusted and/or normalised to ensure that all potential costs were captured and that a direct like-with-like comparison could be made across the tenders.

Tender	[...INSERT TENDER'S NAME...]	[...INSERT TENDER'S NAME...]	etc.
Expected whole-of-life normalised cost	[...INSERT APPROPRAITE DOLLAR FIGURE...]	[...INSERT APPROPRAITE DOLLAR FIGURE...]	etc.
Justification	[...INSERT AN EXPLANATION OF ANY COST ADJUSTMENTS OR NORMALISATION APPLIED TO THE TENDERED PRICES. WHERE PERTINENT, PROVIDE A NARRATIVE ON THE INFLUENCE OF ANY DESIRED TENDERER PAYMENT STRUCTURES, EXCHANGE RATE INFLUENCES, COST GROWTH AND VARIATION MECHANISMS, TAXATION EFFECTS, ETC...]		

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This fourth table reports the comparative value for money offered by each of the tenders. This ranking compares the benefits and risks of each tender against that tender's whole-of-life cost.

Tender	[...INSERT TENDER'S NAME...]	[...INSERT TENDER'S NAME...]	etc.
Value for Money Ranking	[...INSERT APPROPRAITE RANKING WHERE 1 st IS BEST, THEN 2 nd AND SO ON...]	[...INSERT APPROPRAITE RANKING WHERE 1 st IS BEST, THEN 2 nd AND SO ON...]	etc.
Justification	[...INSERT A NARRATIVE JUSTIFYING THE OVERALL RANKING OF THE TENDERS. ALSO DISCUSS OVERALL RISK OF ENTERING INTO CONTRACT WITH THE PREFERRED TENDERER...]		

The TEB value for money analysis (as summarised in this report) concludes that [...INSERT NAME OF 1st TENDER...] represents the best value for money to the Commonwealth in relation to RFT [...INSERT NUMBER...] for the procurement of [...INSERT DETAIL...].

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ANNEX F

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ANNEX H

SOURCE EVALUATION REPORT (SER) TEMPLATE

[THIS DOCUMENT IS MAINTAINED AS A SEPARATE FILE THAT CAN BE FOUND ON THE DEFENCE INTRANET. INSERT THAT FILE HERE AFTER IT HAS BEEN APPROPRIATELY AMENDED IN LINE WITH THE EVALUATION AT HAND]

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ANNEX I

DEED OF CONFIDENTIALITY (TEMPLATE)

DEED dated the [...INSERT DATE...] day of [...INSERT MONTH AND YEAR...]

made by [...INSERT FULL NAME OF PERSON OR ENTITY...]

of [...INSERT FULL ADDRESS AND ABN IF RELEVANT...]

(the **Confidant**)

in favour of:

Commonwealth of Australia, represented by the Department of Defence

1. Definitions

1.1 In the interpretation of this Deed, unless the contrary intention appears:

Confidential Information means the following Commonwealth information, whether oral or written, or in CD ROM, electronic, magnetic, microfiche or any other form or medium and whether or not stored in an electronic database or as a computer record:

- (a) information that is by its nature confidential;
- (b) information that is designated by the Commonwealth as confidential; or
- (c) information the Confidant knows or ought to know is confidential;

but does not include information which the Confidant can demonstrate:

- (a) was in the public domain prior to its disclosure to the Confidant or which, after such disclosure, enters the public domain through no act or omission of the Confidant;
- (b) was made available to the Confidant on a non-confidential basis by the Commonwealth;
- (c) was made available to the Confidant on a non-confidential basis by a source other than the Commonwealth, but only if the source was not in breach of any obligation of confidentiality owed to the Commonwealth; or
- (d) was or is, at any time, made available to the Confidant by Defence or derived by the Confidant other than for the Purpose of Disclosure.

Purpose of Disclosure means the sole purpose of assisting the Confidant to provide advice to the Commonwealth in the tender evaluation process for [...INSERT BRIEF DESCRIPTION OF THE PROCUREMENT ACTIVITY...].

2. Disclosure of Information

2.1 The Confidant agrees that it will not disclose, use, copy or reproduce the Confidential Information except for the Purpose of Disclosure. The Confidant will promptly notify Defence in the event the Confidant becomes aware of any unauthorised access to, or use or disclosure of, the Confidential Information.

2.2 The Confidant does not breach its obligations under this Deed where the Confidential Information is required to be disclosed in accordance with any law or order of a Court, Tribunal or Royal Commission.

3. No Exclusion of Law or Equity

3.1 This Deed shall not be construed to exclude the operation of any principle of law or equity intended to protect and preserve the confidentiality of the Confidential Information.

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4. Jurisdiction

- 4.1 This Deed is to be read and construed in accordance with the laws in force in the [...INSERT STATE OR TERRITORY...].

SIGNED SEALED AND DELIVERED

for the Confidant by its duly authorised representative,

(Print Name)

in the presence of:

(Signature)

(Print Name of Witness)

(Signature)

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ANNEX J

CONFLICT OF INTEREST DECLARATION

REFER TO WEB FORM AE916

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