



Australian Government

Department of Defence
Defence Aviation Safety Program

Minute

U6849322

DGTA (for Section 23 Commitment Approval)

SECTION 23 COMMITMENT APPROVAL FOR THE PROCUREMENT OF AIRCRAFT STRUCTURAL INTEGRITY (ASI) SERVICES

References:

- A. DGTA-ADF U6374851 – *Brief for DGTA: ASI Services Contract Procurement Strategy* of 8 Apr 15

s47E(d)



- E. DGTA-ADF U6625337 – *Endorsement to Proceed (ETP) for ASI Services Contract* of 11 Aug 15

s47E(d)



Recommendation

That you:


s47C



Background

1. Defence requires a program to efficiently manage aircraft and engine structural integrity for each ADF aircraft platform, supported by competent organisations with appropriate levels of knowledge and expertise.
2. Failure of aircraft or engine structure can cause loss of life and aircraft. Structural integrity inspections or refurbishment activities not properly forecast and efficiently implemented can markedly reduce operational availability and increase costs. Ageing structure can have direct implications on Planned Withdrawal Dates (PWD). Proper management of the structural integrity of aircraft and engines contributes greatly to achieving the conduct of successful operations with risk of structural failure through to PWD so far as is reasonably practical, with the least possible economic burden.

s47E(d)



s47G



Considerations Including Value for Money

Considerations

s47G



Value for Money

s47G



Funds Availability

12. The cost is based on the Contract price as obtained through negotiation with the proposed Contractor.
13. The potential total value of this procurement based on the pricing post Contract Negotiation activities is:

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4

s47G



14. The funding identified in the DAVENG DMFP is adequate for the proposed commitment and expenditure and is consistent with the purpose for which it was allocated.

s47G



17. The planned spread of commitment and expenditure for the initial five year period is contained in Table 1.

s47G



Specialist Advisors

18. Specialist advice has been obtained from the following personnel within the respective topic elements:

a. Statement of Work:

- (i) s47E(d)  Deputy Director/Senior Design Engineer Aircraft
Structural Integrity, DGTA-ADF, RAAF Williams, Laverton

b. Intellectual Property:

- (i) s47E(d)  Graduate Counsel Assisting, CASG Legal, Brindabella
Business Park, Canberra

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c. Probity:

- (i) s47E(d) [REDACTED] Senior Contracting Officer, Procurement & Contracting Branch – Aerospace, CASG, RAAF Williams, Laverton

d. Performance Management Framework:

- (i) s47E(d) [REDACTED] Director – Performance Based Contracting Support, Contracting & Legal Division, CASG, Brindabella Business Park, Canberra

Financial Advice

19. Specialist Financial Advice has been obtained on the financial aspects of the proposed commitment of relevant money. The following authorities have been consulted in the preparation of this submission:

- a. s47E(d) [REDACTED] A/Principal Price and Cost Analysis, Financial Investigation Services, CASG, Victoria Barracks, Melbourne.

Contracting, Legal and Other Relevant Advice

20. Specialist contracting, legal and other relevant advice has been obtained. The following authorities have been consulted in the preparation of this submission:

- a. s47E(d) [REDACTED] Chief Contracting Officer, CASG Williamtown, Williamtown
- b. s47E(d) [REDACTED] Executive Director Contracting, Aerospace Division, CASG, Williamtown
- c. s47E(d) [REDACTED] Chief Contracting Officer, CASG, RAAF Williams, Laverton
- d. s47E(d) [REDACTED] Senior Contracting Officer, Contracting and Legal Division, CASG, RAAF Williams, Laverton
- e. s47E(d) [REDACTED] Contracting Services – Aerospace Systems, Contracting and Legal Division, CASG, RAAF Williams, Laverton.

General Advice

s47E(d) [REDACTED]

s22 [REDACTED]

Digitally signed by

s47E(d) [REDACTED]

Date: 2015.12.04

15:27:05 +11'00'

s47E(d) [REDACTED]

DAVENG DGTA-ADF

Annex:

- A. Commonwealth Liability Risk Assessment

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SECTION 23 – COMMITMENT APPROVAL

As Section 23 - Commitment Approver I confirm that:

- ☒ I have an appropriate delegation and I currently hold the required procurement competency to exercise this delegation;
- ☒ the arrangement will be a proper use of relevant money;
- ☒ I have taken care and diligence and have made reasonable inquiries to ensure this arrangement meets all required procurement obligations, notably the Commonwealth Procurement Rules, the Accountable Authority Instructions, the Defence Procurement Policy Manual, applicable Departmental Procurement Policy Instructions and is not inconsistent with the policies of the Australian government;
- ☒ the benefits of entering into the arrangement outweigh the risk of locking away future budget flexibility;
- ☒ the costing assumptions are sound and costing calculations are accurate;
- ☒ I am acting in good faith and for proper purpose;
- ☒ I do not stand to gain advantage for myself or other persons or cause detriment to Defence, the Commonwealth or any other person;
- ☒ any real or perceived conflict of interest has been disclosed,

s22

AIRC DRE J Hood
(Printed Name)

s22
(PMKeys No)


DGTA-ADF/s47E(d)
(Appt/Position No)

/ Jan 16
(Date)

ANNEX A

TO DATA-ADF 116849322

s47E(d)



s47E(d)



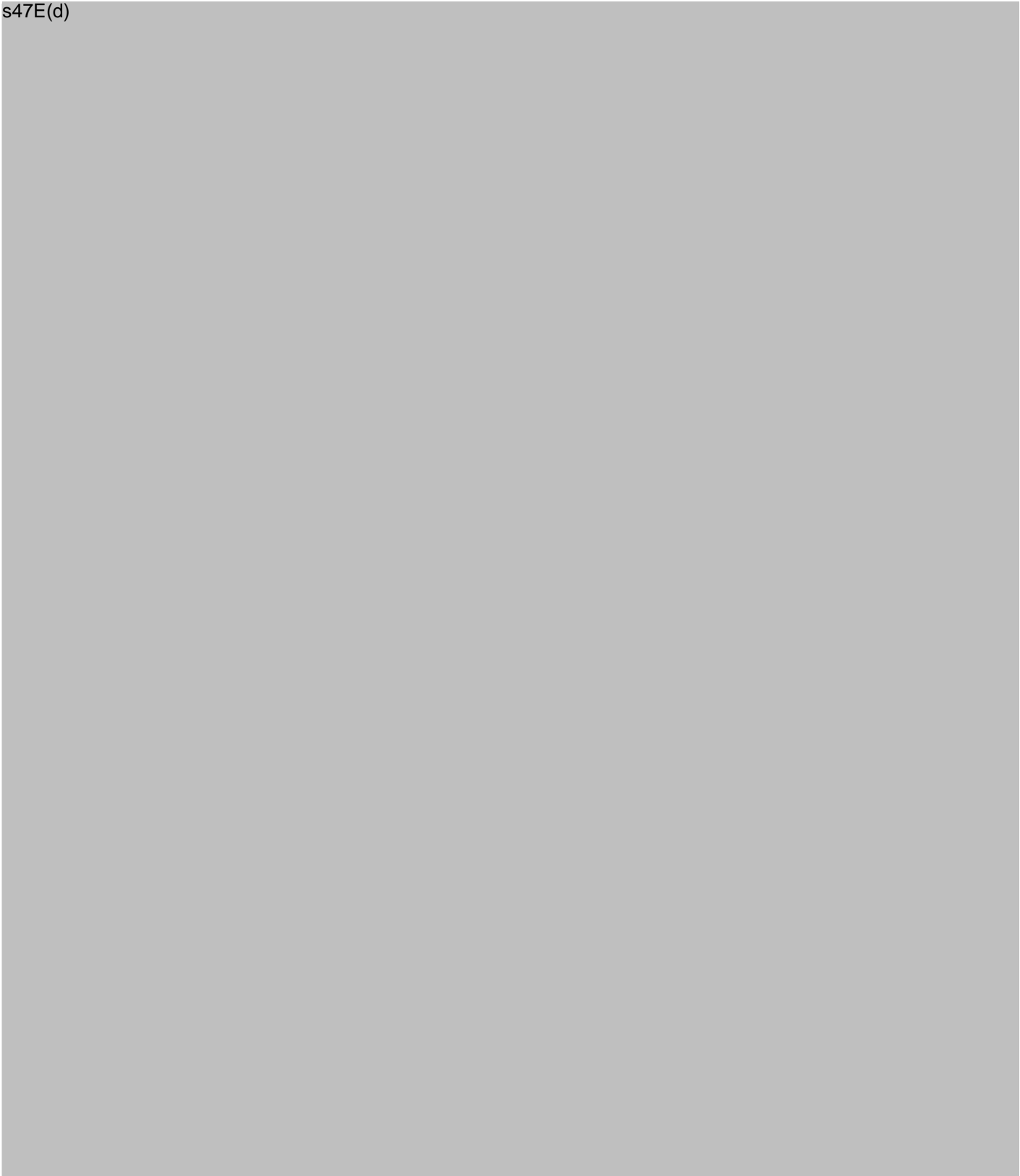
s47E(d)



s47E(d)



s47E(d)



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BRIEF FOR DGTA: ASI SERVICES CONTRACT PROCUREMENT STRATEGY	
Priority: HIGH POCs: s47E(d)	Objective Reference: U6374851

References:

A. s47E(d)

B. Contract No C388652, *Supply of Aircraft Structural Integrity Services* of 10 Nov 06.

C. s47E(d)

Recommendation:

s47C

Background

1. ASI/ESI Services are integral to the Value for Money (VFM) sustainment of a number of Defence Aviation capabilities. An inability to deliver these services in a timely fashion poses an unacceptable risk to Defence Aviation Safety. The skills and platform experience demanded by the role are highly specialised and take many years to develop. s47E(d)

s47E(d)

s47G

Current Services and Value For Money (VFM)

s47G

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Methods of Procurement

15. There are a range of options available to procure the ASI/ESI support services including leveraging off panel arrangements, testing the market, or negotiating an agreement directly with the incumbent through a Single Supplier Limited Tender process. The key driver for selecting the method of procurement is to elicit the best VFM outcome for the Commonwealth with quality of service being a defining element. This requires an appreciation of the risks and benefits of each option.

Constraints

16. The following constraints on supplier participation apply to whichever procurement model is selected:

- a. ASI/ESI expertise on Defence Aviation capabilities;
- b. AEO requirement;
- c. Australian Security Clearances;

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- d. Ability to be achieve Technical Assistance Agreements (TAAs) by Weapons System/OEM;
- e. Melbourne based (to facilitate strong ties between ASI-DGTA, DSTO and the Contractor); and
- f. Independent to Original Equipment Manufacturers (OEMs).

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COMMERCIAL IN CONFIDENCE

7

Recommendation

s47C

Endorsed	Endorsed	(a) Approved / Not Approved
s47E(d)	s47E(d)	s22
s47E(d) MR Chief Contracting Officer DMO Williamtown	s47E(d) A/DAVENG	JD Hood AIRCDRE DGTA
Directorate Head	s47E(d)	s22
Action Officer		

Consultation:

s47E(d) Executive Director Contracting, Aerospace Systems Division, DMO
s47E(d) Chief Contracting Officer, DMO, RAAF Laverton
s47E(d) Director Aviation Engineering, DGTA-ADF
s47E(d) Chief of Staff, DGTA-ADF
s47E(d) Project Director FARE, DGTA-ADF
s47E(d) Deputy Director Engines/Helicopter Structural Integrity, DGTA-ADF

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U6625337

DEPARTMENT OF DEFENCE

Endorsement to Proceed (ETP) for ASI Services Contract

s47G

2. PROCUREMENT METHOD – The Procurement Method is consistent with the CPRs and mandatory Defence or Whole of Government procurement policy.

a) Exemption to Commonwealth Procurement Rules (CPRs)

Is the procurement subject to an exemption from Division 2 of the CPRs?

☒ Yes – specify the exemption being used below.

☐ No

☒ Defence Exemption granted as a measure under 2.6 of the CPRs

OR

☐ Exempt accordance with Appendix A of the CPRs – Provide detail below.

s47G

b) Procurement Method Selected

What is the proposed Procurement Method?

☐ Open Tender

☐ Prequalified
Tender via
Please select

☒ Limited Tender

OR

☐ An order under a Panel
established from an Open
Tender Please select and
identify specific panel

If the procurement is subject to Division 2 of the
CPRs any Limited Tender must identify the specific
condition for Limited Tender accordance with 10.3
of the CPRs.

If a Limited Tender Single Supplier is selected, has
the Commitment Approver been informed?

☒ Yes ☐ No

If NO selected, please provide reason why not.

c) Value for Money and Considerations

s47G

3. REQUEST DOCUMENTATION - The draft request documentation is consistent with the approved acquisition or procurement strategy (if any).

Is the draft request documentation consistent with the approved ASIS, Procurement Strategy, Business Case or consistent with the Scope and Procurement Method outlined above?

☒ Yes ☐ No

If No, document why it is not consistent and justify the basis on which the procurement should proceed.

4. SPECIALIST ADVICE – CONTRACTING AND/OR LEGAL

Has specialist advice from a Contracting Officer been sought?

☒ Yes - Attach advice.

If No, document why specialist advice from a Contracting Officer was not sought.

s47G

U6625337

DEPARTMENT OF DEFENCE

s47G
Has a legal advisor (external Legal Service Provider or DMO Legal) been engaged in the development of the request documentation? <input type="checkbox"/> Yes - Attach letter of clearance. <input checked="" type="checkbox"/> N/A
s47E(d)

5. SPECIALIST ADVICE - FINANCE

The proposed funding source for the procurement.

Is there a currently available funding source for the total amount estimated to become payable under this arrangement, consistent with the purpose for which it was allocated?

☒ Yes ☐ No

s47G

Have the funds been reserved in a DMO Corporate Financial System (ROMAN/TMS) or quarantined within a Business Unit Allocation?

☒ Yes ☐ No

If Yes, provide detail below.

s47G

If the answer to the above question was No, document why.

Signature s47E(d)	Printed name s47E(d)	Position DD ASI	Date 3 Aug 15
----------------------	-------------------------	--------------------	------------------

LINE MANAGEMENT ENDORSEMENT

I endorse that:

- ☐ the scope of the requirement is appropriate and supports the approved business requirement;
- ☐ the Procurement Method is consistent with the CPRs and mandatory Defence or Whole of Government procurement policy;
- ☐ the draft request documentation is consistent with the approved acquisition or procurement strategy (if any);
- ☐ there is an adequate funding source for the procurement and that the proposed commitment of relevant money is consistent with the purpose for which they were allocated; and
- ☐ specialist finance and contracting/legal advice was obtained and any identified risks were assessed.

By signing below I confirm that:

☒ I currently hold the required procurement competency to exercise this endorsement.

OR

☐ I have consulted with a person who currently holds the required procurement competency and who has been involved in a material way during the development of the request documentation or has provided advice during the procurement planning.

Signature - Line Manager s22	Printed name AIRCDRE J. Hood	Position DGTA	Date // Aug 15
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AE 643
Revised 17 Aug 20

Defence Purchasing

Information in this form is interactive, it is important to answer all questions in the sequence they appear as data requirements change based on selections.

The form is divided into a number of basic segments being [Logic Decisions](#), [About the Process](#), [About the Contract](#), [Approvals](#) and [Financial information](#), further guidance to support completion of the form is available.

Blue text on the form represents hyperlinks to further guidance.
Red (*) denotes mandatory fields

[Transaction type](#) *

☐ New contract ☐ New contract under a Standing Offer (SON) ☒ Edit, amend or change an existing contract or purchase order

[Total contract value in AUD including GST](#) (Threshold bracket) *

☐ Under \$10K ☐ \$10K - \$80K ☐ \$80K - \$200K ☐ \$200K - \$1m ☐ \$1m - \$7.5m ☒ Over \$7.5m

Type of change required? *

Amend ROMAN Contract

Contract or Purchase Order number *

Contract DASA 01/2015; Outline Agreement 4600001714

Is this an administrative change to ROMAN or MILIS? *

☐ Yes☒ No

Does the amendment represent a change to the physical contract? *

☐ Yes☒ No

[1. About the Process](#)

[2. About the Contract](#)

Existing current Contract/PO value Inc GST AUD *

\$56,903,165.67

New Total Contract/Purchase Order Value Inc GST AUD *

\$60,699,265.67

Funds variation now sought *

\$3,796,100.00

[Planned Contract end date](#) *

30 Jun 26

10 Jun 21, 13:07:29

Defending Australia and its National Interests
www.defence.gov.au

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3. Approvals

Is this contract for procurement of ICT hardware, Software and Software as a service ? *

☐ Yes ☒ No

Is the resultant contract for a [contractor, consultant or outsourced service provider](#)? *

☒ Yes ☐ No

Is the daily rate for the Contractor, Consultant or Outsourced Service Provider at or above \$4,500 (including GST, DPPM Directive D10) ? *

☐ Yes ☒ No

SES/Star who approved undertaking the procurement process to engage a contractor, consultant or outsourced service provider (DPPM Directive 10).

Approver name *

AIRCDRE Hood

Position number *

s47E(d)

Attach approval documentation

Add attachment

Show / hide attachments

[Was the General Commitment Approval \(PGPA Act S23\(3\)\) exercised elsewhere \(for Example Section 23 Template\)?](#) *

☒ Yes ☐ No

Add attachment

Show / hide attachments

Description of and reason for change *

s47G

Value of funds reserved/available in AUD including GST

Reference number

4. Delivery

Enter Australian delivery location postcode for the majority of the Contract

3000

Delivery type

☐ ROMAN code ☐ New delivery address ☒ Pick up location

Pick up location

DPM-6, 661 Bourke St, MELBOURNE VIC 3000

☐ I have special delivery instructions



5. Mandatory Additional Information When Using Financial Shared Services**Requesting Officer ***

Employee ID	Name	Phone number
s22	s47E(d)	s47E(d)
Email address	Branch	Group
s47E(d) @defence.gov.au	DASA	Air Force
Office location		
DPM-6-Nth, 661 Bourke St, MELBOURNE VIC 3000		

Purchase Order contact *[Copy details from above](#)

Employee ID	Name	Phone number
s22	s47E(d)	s47E(d)
Email address	Branch	Group
s47E(d) @defence.gov.au	DASA	Air Force

Purchase Order to be sent to: *

☒ Requestor ☐ Supplier ☐ Both ☐ None

Contact Officer for Invoice Approvals *[Copy details from above](#)

Employee ID	Name	Phone number
s22	s47E(d)	s47E(d)
Email address	Location	
s47E(d) @defence.gov.au	DPM-6-Nth, 661 Bourke St, MELBOURNE VIC 3000	

☐ I have instructions to Shared Services



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ROMAN Contract

All pricing at line level is GST exclusive in the identified source currency.

Agreement type	Purchasing organisation	Purchasing group	Contract validity start date	Contract validity end date	Value (GST Inc)	Cumulative total (GST Ex)
WK	1000 - Defence	105	01 Jul 21	30 Jun 26	\$3,796,100.00	\$3,451,000.00

Supplier *	Objective URL Link
s47G	

Comments to be included in the Header of the ROMAN contract (Note: This will be included on future ROMAN Contracts)

Updates to Outline Agreement 4600001714 Target Values to support anticipated FY21/22 Activities:																			
Line 7 - Increase of \$2,291,000 GST Exclusive (or \$2,520,100 GST Inclusive) to a revised Target Value of \$9,333,094.32 GST Exclusive (or \$10,266,403.75 GST Inclusive)																			
Line 8 - Increase of \$215,000 GST Exclusive (or \$236,500 GST Inclusive) to a revised Target Value of \$1,929,587.34 GST Exclusive (or \$2,122,546.07 Inclusive)																			
Line 10 - Increase of \$150,000 GST Exclusive (or \$165,000 GST Inclusive) to a revised Target Value of \$2,264,658.68 GST Exclusive (or \$2,491,124.55 GST Inclusive)																			
Line 11 - Increase of \$205,000 GST Exclusive (or \$225,500 GST Inclusive) to a revised Target Value of \$362,595.88 GST Exclusive (or \$398,855.47 GST Inclusive)																			
Line 12 - Increase of \$590,000 GST Exclusive (or \$649,000 GST Inclusive) to a revised Target Value of \$834,733.60 GST Exclusive (or \$914,894.86 GST Inclusive)																			
Line number *	Account assignment type *	Short text / Line description *	Target qty *	Order unit - OUN *	Net price ex GST *	Order price - OUM	Material Group *	Plant / Coy Code *	GL Code	Cost Centre Code	Fund Leave blank unless Military Operation	Internal Order	WBS	Asset	Contract for Labour or Services *	Currency	Budget exchange rate (if not AUD) *	Tax code *	Permitted Payee Number
7	U	s47E(d)	2,291,000	VAL	\$1.00	\$2,291,000.00	Other Item	s47G					Various		Outsourced services	AUD		P1	
8	U		215,000	VAL	\$1.00	\$215,000.00	Other Item							Outsourced services	AUD	P1			
10	T		150,000	VAL	\$1.00	\$150,000.00	Other Item					DS500LF01RA		Outsourced services	AUD	P1			
11	T		205,000	VAL	\$1.00	\$205,000.00	Other Item					DS584PL01PA		Outsourced services	AUD	P1			
12	T		590,000	VAL	\$1.00	\$590,000.00	Other Item					DSSTC3		Outsourced services	AUD	P1			

X
X
X
X
X
X



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Line number *	Account assignment type *	Short text / Line description *	Target qty *	Order unit - OUN *	Net price ex GST *	Order price - OUM	Materiel Group *	Plant / Coy Code *	GL Code	Cost Centre Code	Fund Leave blank unless Military Operation	Internal Order	WBS	Asset	Contract for Labour or Services *	Currency	Budget exchange rate (if not AUD) *	Tax code *	Permitted Payee Number
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Copy row

Add ROMAN Purchase Order



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ROMAN Purchase Order

Delete this Purchase Order

All pricing at line level is GST exclusive in the identified source currency.

Contract validity start date	Contract validity end date	Value (GST Inc)	Cumulative total (GST Ex)	Currency	Payment terms	Purchasing group
08 Jul 21	30 Jun 22	\$5,390,000.00	\$4,900,000.00	AUD	0030	

Supplier *	Permitted Payee Number (for foreign currency Purchase Orders created under an Outline Agreement)
s47G	

Comments to be included in the header of the ROMAN Purchase Order (Note: This will be included on the printed ROMAN PO)

Initial FY21/22 PO in support of ASI Services Contract Activities for DAVENG-DASA:

Annual Support Services Fee

Line number *	Account assignment type *	Short line description *	Quantity - line *	Order unit - OUN *	Delivery date *	Net price ex GST *	Order price - OUM	Materiel Group *	Plant / Coy code *	Outline agreement number	Contract line	GL Code	Cost Centre Code	Fund Leave blank unless Military Operation	Internal Order	WBS	Contract for Labour or Services *	Tax code *	Asset	GR *
1	K	Provide ASI Services - 21/22	4,600,000	VAL	30 Jun 22	\$1.00	\$4,600,000.00	Other Item	s47G								Outsource d services	P1		On
2	K	Provide ASI Services - 21/22	300,000	VAL	31 Jul 22	\$1.00	\$300,000.00	Other Item									Outsource d services	P1		On

Copy row Enter Phasings

Add another Purchase Order

X

X



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Data Authorising Officer

A Data Authorising Officer is to be signed where the delegations HAVE been exercised elsewhere, and, by signing the officer:

- I acknowledge that they are not exercising a delegation;
- I confirm that the official record of delegations have been sighted and that the content of this form is in accordance with the Section 23(3) Commitment Approval; and
- I confirm that the information provided is an accurate reflection of the arrangement and is authorised for release to the general public and that they are familiar with internal guidance as available at the AusTender Publishing website.

I confirm that the information provided is an accurate reflection of the contract/amendment and is authorised for release. Where necessary I have consulted with internal guidance as available at the AusTender Publishing website.

Employee ID *	Rank or level *	Position number *	Position title *	Printed name *	Date form signed *
s22	s47E(d)	s47E(d)	ASI3A	s47E(d)	10 Jun 21
Signature *		Clear signature			
s47E(d)					
			Submit to ROMAN		



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Defence Aviation Safety Authority

Minute

DGTA-ADF U1208571

DG-DASA (for Section 23 Commitment Approval)

SECTION 23 COMMITMENT APPROVAL FOR THE 1 YEAR EXTENSION TO CONTRACT DGTA 01/2015, AIRCRAFT STRUCTURAL INTEGRITY (ASI) SERVICES

References:

s47E(d)

- C. DGTA-ADF U6849322 – Section 23 Commitment Approval for the Procurement of ASI Services (Contract DGTA 01/2015 for an initial term of five years (FY15/16 to FY 20/21 Inclusive), dated 4 Dec 15.

s47E(d)

Recommendation

That you:

s47C

Background


1. Defence requires a program to efficiently manage aircraft and engine structural integrity for each ADF aircraft platform, supported by competent organisations with appropriate levels of knowledge and expertise.
2. Failure of aircraft or engine structure can cause loss of life and aircraft. Structural integrity inspections or refurbishment activities not properly forecast and efficiently implemented can markedly reduce operational availability and increase costs. Ageing structure can have direct implications on Planned Withdrawal Dates (PWD). Proper management of the structural integrity of aircraft and engines contributes greatly to achieving

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the conduct of successful operations with risk of structural failure through to PWD reduced so far as is reasonably practical, with the least possible economic burden.

s47E(d)



s47G



Considerations Including Value for Money

Considerations

s47G



Value for Money

s47G



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Funds Availability

s47G



11. The funding identified in the DAVENG DMFP is adequate for the proposed commitment and expenditure and is consistent with the purpose for which it was allocated.

12. The following financial codes will be used for this procurement:

s47G



13. Contingency is not being used to fund the proposal. This activity has been forecast and budgeted for within our provisions contained within the 10 year forecast (within TMS) to support this requirement into the future (details at enclosure 1 – note enclosure 1 figures are GST Exclusive).

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Specialist Advisors

Contracting, Legal and Other Relevant Advice

14. Specialist contracting has been obtained. The following authority has been consulted in preparation of this submission:

- a. s47E(d) [REDACTED], Contracting Officer, Contracting Services AERO, Material Procurement Branch, Commercial Division, CASG, RAAF Williams, Laverton

s47E(d) [REDACTED]

s47E(d) [REDACTED]

DAVENG
Defence Aviation Safety Authority

DPM-2, 661 Bourke St, Melbourne 3000, Australia
T: s47E(d) [REDACTED]; M: s22 [REDACTED]

Enclosure:

1. DGTA-ADF DAVENG-ASI Repair & Overhaul (tech Services) Bid 17 TMS Snapshot – FY 2021/2022 as at 24 Feb 17

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SECTION 23 – COMMITMENT APPROVAL

EITHER

As Section 23 - Commitment Approver I confirm that:

- ☒ I have an appropriate delegation and I currently hold the required procurement competency to exercise this delegation;
- ☒ the arrangement will be a proper use of relevant money;
- ☒ I have taken care and diligence and have made reasonable inquiries to ensure this arrangement meets all required procurement obligations, notably the Commonwealth Procurement Rules, the appropriate Accountable Authority's Instructions, the Defence Procurement Policy Manual, applicable Departmental Procurement Policy Instructions (and in DMO, other relevant instructions such as DMI(FIN)s and DMI(PROC)s) and is not inconsistent with the policies of the Australian government;
- ☒ the benefits of entering into the arrangement outweigh the risk of locking away future budget flexibility;
- ☒ the costing assumptions are sound and costing calculations are accurate;
- ☒ I am acting in good faith and for proper purpose;
- ☒ I do not stand to gain advantage for myself or other persons or cause detriment to Defence, the Commonwealth or any other person;
- ☐ any real or perceived conflict of interest has been disclosed,

s22

(Signature)

AIRCDRE J. Hood
(Printed Name)

s22

(PMKeys No)

DG DASA/s47E(d)
(Appt/Position No)

Mar 17
(Date)

DGTA-ADF DAVENG-ASI REPAIR & OVERHAUL (TECH SERVICES) BID 17
TMS SNAPSHOT – FY 2021/2022 AS AT 24 FEB 17

Note: GST Exclusive figure.
(Equivalent to \$7,480,000.00 GST inclusive)

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Revised 28 Apr 22

Defence Purchasing

Information in this form is interactive, it is important to answer all questions in the sequence they appear as data requirements change based on selections.

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Blue text on the form represents hyperlinks to further guidance.
Red (*) denotes mandatory fields

Transaction type *

☐ New contract ☐ New contract under a Standing Offer (SON) ☒ Edit, amend or change an existing contract or purchase order

Total contract value in AUD including GST (Threshold bracket) *

☐ Under \$10K ☐ \$10K - \$80K ☐ \$80K - \$200K ☐ \$200K - \$1m ☐ \$1m - \$7.5m ☒ Over \$7.5m

Type of change required? *

Amend ROMAN Contract

Contract or Purchase Order number *

Contract DASA 01/2015; Outline Agreement 4600001714

Is this an administrative change to ROMAN or MILIS? *

☐ Yes ☒ No

Does the amendment represent a change to the physical contract? *

☐ Yes ☒ No

Is the ROMAN Outline Agreement/Purchase Order incompatible with MyFi (eg FMS, CONDMAT, or is the delegate a protected identity)? *

☒ Yes ☐ No

2. About the Contract

Existing current Contract/PO value Inc GST AUD *

\$60,699,320.67

New Total Contract/Purchase Order Value Inc GST AUD *

\$66,237,820.67



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Funds variation now sought *

\$5,538,500.00

Planned Contract end date *

30 Jun 31

3. Approvals

Is this contract for procurement of ICT hardware, Software and Software as a service ? *

☐ Yes ☒ No

Is the resultant contract for a [contractor, consultant or outsourced service provider](#)? *

☒ Yes ☐ No

Is the daily rate for the Contractor, Consultant or Outsourced Service Provider at or above \$4,500 (including GST, DPPM Directive D10) ? *

☐ Yes ☒ No

SES/Star who approved undertaking the procurement process to engage a contractor, consultant or outsourced service provider (DPPM Directive 10).

Approver name *

AIRCDRE Hood

Position number *

s47E(

Attach approval documentation

Add attachment

Show / hide attachments

[Was the General Commitment Approval \(PGPA Act S23\(3\)\) exercised elsewhere \(for Example Section 23 Template\)?](#) *

☒ Yes ☐ No

Add attachment

Show / hide attachments

Description of and reason for change *

s47G

Value of funds reserved/available in AUD including GST

Reference number

Section 23(3) Delegate details *

Employee ID

s22

Rank or level

AIRCDRE

Position number

s47E(

Position title

DG DASA

Printed name

James Hood

4. Delivery

Enter Australian delivery location postcode for the majority of the Contract

3000



OFFICIAL

OFFICIAL

Delivery type

☐ ROMAN code ☐ New delivery address ☒ Pick up location

Pick up location

DPM-5, 661 Bourke St, MELBOURNE VIC 3000

☐ I have special delivery instructions

5. Mandatory Additional Information When Using Financial Shared Services



Requesting Officer *

Employee ID

Name

Phone number

s22

s47E(d)

s47E(d)

Email address

Branch

Group

s47E(d) @defence.gov.au

DASA

Air Force

Office location

DPM-6-Nth, 661 Bourke St, MELBOURNE VIC 3000

Purchase Order contact *

Copy details from above

Employee ID

Name

Phone number

s22

s47E(d)

s47E(d)

Email address

Branch

Group

s47E(d) @defence.gov.au

DASA

Air Force

Purchase Order to be sent to: *

☒ Requestor ☐ Supplier ☐ Both ☐ None

Contact Officer for Invoice Approvals *

Copy details from above

Employee ID

Name

Phone number

s22

s47E(d)

s47E(d)

Email address

Location

s47E(d) @defence.gov.au

DPM-6-Nth, 661 Bourke St, MELBOURNE VIC 3000

☐ I have instructions to Shared Services



OFFICIAL

OFFICIAL**ROMAN Contract**

All pricing at line level is GST exclusive in the identified source currency.

Agreement type	Purchasing organisation	Purchasing group	Contract validity start date	Contract validity end date	Value (GST Inc)	Cumulative total (GST Ex)
WK	1000 - Defence	105	01 Jul 21	30 Jun 27	\$5,538,500.00	\$5,035,000.00

Supplier *	Objective URL Link
s47G	

Comments to be included in the Header of the ROMAN contract (Note: This will be included on future ROMAN Contracts)

Updates to Outline Agreement 4600001714 Target Values to support anticipated FY22/23 Activities:
Line 7 - Increase of \$4,000,000 GST Exclusive (or \$4,400,000 GST Inclusive) to a revised Target Value of \$13,333,094.32 GST Exclusive (or \$14,666,403.75 GST Inclusive)
Line 8 - Increase of \$770,000 GST Exclusive (or \$847,000 GST Inclusive) to a revised Target Value of \$2,699,587.34 GST Exclusive (or \$2,969,546.07 Inclusive)
Line 10 - Increase of \$265,000 GST Exclusive (or \$291,500 GST Inclusive) to a revised Target Value of \$2,529,658.68 GST Exclusive (or \$2,782,624.55 GST Inclusive)

Line number *	Account assignment type *	Short text / Line description *	Target qty *	Order unit - OUN *	Net price ex GST *	Order price - OUM	Materiel Group *	Plant / Coy Code *	GL Code	Cost Centre Code	Fund Leave blank unless Military Operation	Internal Order	WBS	Asset	Contract for Labour or Services *	Currency	Budget exchange rate (if not AUD) *	Tax code *	Permitted Payee Number
7	U	s47E(d)	4,000,000	VAL	\$1.00	\$4,000,000.00	Other Item	s47G							Outsourced services	AUD		P1	
8	U		770,000	VAL	\$1.00	\$770,000.00	Other Item								Outsourced services	AUD		P1	
10	T		265,000	VAL	\$1.00	\$265,000.00	Other Item						DS500LF01RA		Outsourced services	AUD		P1	

Copy row

Add ROMAN Purchase Order

**OFFICIAL**

OFFICIAL
ROMAN Purchase Order

Delete this Purchase Order

All pricing at line level is GST exclusive in the identified source currency.

Contract validity start date	Contract validity end date	Value (GST Inc)	Cumulative total (GST Ex)	Currency	Payment terms	Purchasing group
08 Jul 22	31 Aug 23	\$5,390,000.00	\$4,900,000.00	AUD	0030	
Supplier *		Permitted Payee Number (for foreign currency Purchase Orders created under an Outline Agreement)				
s47G						

Comments to be included in the header of the ROMAN Purchase Order (Note: This will be included on the printed ROMAN PO)

Initial FY22/23 PO in support of ASI Services Contract Activities for DAVENG-DASA:
Annual Support Services Fee

Line number *	Account assignment type *	Short line description *	Quantity - line *	Order unit - OUN *	Delivery date *	Net price ex GST *	Order price - OUM	Material Group *	Plant / Coy code *	Outline agreement number	Contract line	GL Code	Cost Centre Code	Fund Leave blank unless Military Operation	Internal Order	WBS	Contract for Labour or Services *	Tax code *	Asset	GR *
1	K	Provide ASI Services - 22/23	3,500,000	VAL	30 Jun 23	\$1.00	\$3,500,000.00	Other Item	s47G								Outsource d services	P1		On
2	K	Provide ASI Services - 22/23	1,400,000	VAL	29 Sep 23	\$1.00	\$1,400,000.00	Other Item									Outsource d services	P1		On

Copy row

Enter Phasings

Add another Purchase Order

X

X



Requesting Officer

Employee ID s22	Signature * s47E(d)	Clear signature	Forward to next
Name s47E(d)			

Confirmation Official

A Confirmation Official is to be signed where the delegations have been exercised elsewhere, and, by signing the officer:

- I acknowledge that they are not exercising a delegation;
- I confirm that the official record of delegations have been sighted and that the content of this form is in accordance with the Section 23(3) Commitment Approval;
- I confirm that a copy of the s23(3) delegation approval is attached, and
- I confirm that the information provided is an accurate reflection of the arrangement and is authorised for release to the general public and that they are familiar with internal guidance as available at the AusTender Publishing website.

I confirm that the information provided is an accurate reflection of the contract/amendment and is authorised for release. Where necessary I have consulted with internal guidance as available at the AusTender Publishing website.

Employee ID *	Rank or level *	Position number *	Position title *	Printed name *	Date form signed *
s22	s47E(d)	s47E(d)	DD ASI	s47E(d)	29 Jun 22
s47E(d)			Clear signature		
			Submit to ROMAN		



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Australian Government
Department of Defence
Defence Aviation Safety Authority

Minute

DASA U9410718

DG-DASA (for Section 23 Commitment Approval)

SECTION 23 COMMITMENT APPROVAL FOR THE 1 YEAR EXTENSION TO CONTRACT DGTA 01/2015, AIRCRAFT STRUCTURAL INTEGRITY (ASI) SERVICES

References:

s47E(d)

- C. DASA U6849322 – Section 23 Commitment Approval for the Procurement of ASI Services (Contract DGTA 01/2015 for an initial term of five years (FY15/16 to FY 20/21 Inclusive), dated 4 Dec 15.
- D. DASA AH6479259 – Section 23 Commitment Approval for the 1 Year Extension to Contract DGTA 01/2015, Aircraft Structural Integrity (ASI) Services dated 21 Mar 17

s47E(d)

Recommendation

That you:

s47C

Background

1. Defence requires a program to efficiently manage aircraft and engine structural integrity for each ADF aircraft platform, supported by competent organisations with appropriate levels of knowledge and expertise.
2. Failure of aircraft or engine structure can cause loss of life and aircraft. Structural integrity inspections or refurbishment activities not properly forecast and efficiently implemented can markedly reduce operational availability and increase costs. Ageing structure can have direct implications on Planned Withdrawal Dates (PWD). Proper

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management of the structural integrity of aircraft and engines contributes greatly to achieving the conduct of successful operations with risk of structural failure through to PWD reduced so far as is reasonably practical, with the least possible economic burden.

s47E(d)



s47G



Considerations Including Value for Money Assessment

Considerations

s47G



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Value for Money

s47G



Funds Availability

s47G



11. The funding identified in the DAVENG DMFP is adequate for the proposed commitment and expenditure and is consistent with the purpose for which it was allocated.

12. The following financial codes will be used for this procurement:

s47G



13. Contingency is not being used to fund the proposal. This activity has been forecast and budgeted for within our provisions contained within the 10 year forecast (within TMS) to support this requirement into the future (details at enclosure 1 – note enclosure 1 figures are GST Exclusive).

Specialist Advisors

Contracting, Legal and Other Relevant Advice

14. The following specialist authority has been consulted in preparation of the submission for CCP 1:

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4

- a. s47E(d) Contracting Officer, Contracting Services AERO, Material Procurement Branch, Commercial Division, CASG, RAAF Williams, Laverton

15. The specialist contracting advice was obtained in 2017 in support CCP 1 at reference C, and this advice is applicable for CCP 2. This is because the underlying framework and requirements of the contract and the method by which the commitment of CCPs are approved remain unchanged since CCP 1 was committed.

s47E(d)

s47E(d)

DAVENG
Defence Aviation Safety Authority

DPM-2, 661 Bourke St, Melbourne 3000, Australia
T: s47E(d); M: s22

Enclosure:

1. DASA DAVENG-ASI Repair & Overhaul (Tech Services) – Bid 17, TMS Snapshot – FY 2022/2023 as at 07 Feb 18

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SECTION 23 – COMMITMENT APPROVAL

AS SECTION 23 - COMMITMENT APPROVER I CONFIRM THAT:

- ☒ I have an appropriate delegation;
- ☒ the arrangement will be a proper use of relevant money;
- ☒ I have taken care and diligence and have made reasonable inquiries to ensure this arrangement meets all required procurement obligations, notably the Commonwealth Procurement Rules, the Accountable Authority Instructions, the Defence Procurement Policy Manual, applicable Departmental Procurement Policy Instructions, and is not inconsistent with the policies of the Australian government;
- ☒ the benefits of entering into the arrangement outweigh the risk of locking away future budget flexibility;
- ☒ the costing assumptions are sound and costing calculations are accurate;
- ☒ I am acting in good faith and for proper purpose;
- ☒ I do not stand to gain advantage for myself or other persons or cause detriment to Defence, the Commonwealth or any other person;
- ☒ any real or perceived conflict of interest has been disclosed,

s22

AIRCDRE J. Hood

(Printed Name)

s22

(PMKeys No)

DG DASA s47E(d)

(Appt/Position No)

20 Feb 18

(Date)

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ENCLOSURE 1 TO
DASA U9410718
DATED FEB 18

**DASA DAVENG-ASI REPAIR & OVERHAUL (TECH SERVICES) – BID 17
TMS SNAPSHOT – FY 2022/2023 AS AT 07 FEB 18**

Funds Availability - BIM Lotus Notes

File Edit View Create Actions Tools Help

Workspace Task Management System X Task Financial Status NetWBS... X Funds Availability X

Funds Availability

Budget Year: 2022/2023
Budget Name: s47G

Funds Available

Mission	Outstanding Commitment	Accrued Expenditure	Commitment
Pending C/Ps (Direct)	Pending Procurement	Expenditure	Funds Available

Commitments/Expenditures (AUD)

Item Row	Doc No	Create Date	Debit/Trans Date	Description	FY Accrued Expenditure (AUD)	FY Pending Procurement (AUD)	FY Expenditure (AUD)	Pending C/Ps (Direct) (AUD)	FY Total Commitment (AUD)	FY Outstanding Commitment (AUD)	FY Expenditure (Native)	FY Outstanding Commitment (Native)	FY Total Commitment (Native)
----------	--------	-------------	------------------	-------------	------------------------------	------------------------------	----------------------	-----------------------------	---------------------------	---------------------------------	-------------------------	------------------------------------	------------------------------

**Note: GST Exclusive figure.
(Equivalent to \$8,140,000.00 GST Inclusive)**

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Australian Government
Department of Defence

Save

Print

AE 643
Revised 14 Oct 22

Defence Purchasing

Information in this form is interactive, it is important to answer all questions in the sequence they appear as data requirements change based on selections.

The form is divided into a number of basic segments being [Logic Decisions](#), [About the Process](#), [About the Contract](#), [Approvals](#) and [Financial information](#), further guidance to support completion of the form is available.

Blue text on the form represents hyperlinks to further guidance.
Red (*) denotes mandatory fields

[Transaction type](#) *

☐ New contract ☐ New contract under a Standing Offer (SON) ☒ Edit, amend or change an existing contract or purchase order

[Total contract value in AUD including GST](#) (Threshold bracket) *

☐ Under \$10K ☐ \$10K - \$80K ☐ \$80K - \$200K ☐ \$200K - \$1m ☐ \$1m - \$7.5m ☒ Over \$7.5m

Type of change required? *

Contract or Purchase Order number *

Is this an administrative change to ROMAN or MILIS? *

☐ Yes ☒ No

Does the amendment represent a change to the physical contract? *

☐ Yes ☒ No

Is the ROMAN Outline Agreement/Purchase Order incompatible with MyFi (eg FMS, CONDMAT, or is the delegate a protected identity)? *

☒ Yes ☐ No

2. [About the Contract](#)

Existing current Contract/PO value Inc GST AUD *

New Total Contract/Purchase Order Value Inc GST AUD *



OFFICIAL

OFFICIAL

Funds variation now sought *

Planned Contract end date *

\$7,290,808.56

30 Jun 31

3. Approvals

Is this contract for procurement of ICT hardware, Software and Software as a service ? *

☐ Yes ☒ No

Is the resultant contract for a [contractor, consultant or outsourced service provider](#)? *

☒ Yes ☐ No

Is the daily rate for the Contractor, Consultant or Outsourced Service Provider at or above \$4,500 (including GST, DPPM Directive D10) ? *

☐ Yes ☒ No

SES/Star who approved undertaking the procurement process to engage a contractor, consultant or outsourced service provider (DPPM Directive 10).

Approver name *

Position number *

Attach approval documentation

AIRCDRE J Hood

s47E(d)

Add attachment

Show / hide attachments

[Was the General Commitment Approval \(PGPA Act S23\(3\)\) exercised elsewhere \(for Example Section 23 Template\)?](#) *

☒ Yes ☐ No

Add attachment

Show / hide attachments

Description of and reason for change *

s47G

Value of funds reserved/available in AUD including GST

Reference number

\$7,291,875.04

DASA BO1554037

Section 23(3) Delegate details *

Employee ID

Rank or level

Position number

Position title

Printed name

s22

AIRCDRE

s47E(d)

DG DASA

AIRCDRE JW Agius

4. Delivery

Enter Australian delivery location postcode for the majority of the Contract

3000



OFFICIAL

Delivery type

☐ ROMAN code ☐ New delivery address ☒ Pick up location

Pick up location

DPM-5, 661 Bourke St, MELBOURNE VIC 3000

☐ I have special delivery instructions

5. Mandatory Additional Information When Using Financial Shared Services**Requesting Officer ***

Employee ID

s22

Name

s47E(d)

Phone number

s47E(d)

Email address

s47E(d) @defence.gov.au

Branch

DASA

Group

Air Force

Office location

DPM-5-Ctr, 661 Bourke St, MELBOURNE VIC 3000

Purchase Order contact *[Copy details from above](#)

Employee ID

s22

Name

s47E(d)

Phone number

s47E(d)

Email address

s47E(d) @defence.gov.au

Branch

DASA

Group

Air Force

Purchase Order to be sent to: *

☒ Requestor ☐ Supplier ☐ Both ☐ None

Contact Officer for Invoice Approvals *[Copy details from above](#)

Employee ID

s22

Name

s47E(d)

Phone number

s47E(d)

Email address

s47E(d) @defence.gov.au

Location

DPM-5-Ctr, 661 Bourke St, MELBOURNE VIC 3000

☐ I have instructions to Shared Services



OFFICIAL

ROMAN Contract*All pricing at line level is GST exclusive in the identified source currency.*

Agreement type	Purchasing organisation	Purchasing group	Contract validity start date	Contract validity end date	Value (GST Inc)	Cumulative total (GST Ex)
WK	1000 - Defence	105	01 Jul 23	30 Jun 27	\$7,290,808.55	\$6,628,007.77

Supplier *

s47G

Objective URL Link

Comments to be included in the Header of the ROMAN contract (Note: This will be included on future ROMAN Contracts)

Update to 'Short Text' description:

Line 6 - From '22/23' to s47E(d)

Updates to Outline Agreement 4600001714 Target Values to support anticipated FY23/24 Activities:

- Line 2 - Decrease of \$9,871.89 GST Exclusive (or \$10,859.08 GST Inclusive) to a revised Target Value of \$5,239,107.32 GST Exclusive (or \$5,763,018.05 GST Inclusive)
Line 3 - Decrease of \$201,064.07 GST Exclusive (or \$221,170.48 GST Inclusive) to a revised Target Value of \$4,875,864.10 GST Exclusive (or \$5,363,450.51 GST Inclusive)
Line 4 - Decrease of \$13,927.90 GST Exclusive (or \$15,320.69 GST Inclusive) to a revised Target Value of \$5,304,346.68 GST Exclusive (or \$5,834,781.35 GST Inclusive)
Line 5 - Decrease of \$1,160,000.00 GST Exclusive (or \$1,276,000.00 GST Inclusive) to a revised Target Value of \$4,890,688.61 GST Exclusive (or \$5,379,757.47 GST Inclusive)
Line 6 - Increase of \$4,500,000.00 GST Exclusive (or \$4,950,000.00 GST Inclusive) to a revised Target Value of \$11,013,872.73 GST Exclusive (or \$12,115,260.00 GST Inclusive)
Line 7 - Increase of \$3,000,000 GST Exclusive (or \$3,300,000 GST Inclusive) to a revised Target Value of \$16,333,094.32 GST Exclusive (or \$17,966,403.75 GST Inclusive)
Line 8 - Increase of \$800,000 GST Exclusive (or \$880,000 GST Inclusive) to a revised Target Value of \$3,499,587.34 GST Exclusive (or \$3,849,546.07 Inclusive)
Line 10 - Decrease of \$287,128.36 GST Exclusive (or \$315,841.20 GST Inclusive) to a revised Target Value of \$2,242,530.32 GST Exclusive (or \$2,466,783.35 GST Inclusive)

Once the above actions are complete, please 'Close' the following lines:

- Line 2 - Close
Line 3 - Close
Line 4 - Close
Line 10 - Close

Note - Line numbers below represent the value of the variation (increase or decrease) to each of the respective lines:

Line number *	Account assignment type *	Short text / Line description *	Target qty *	Order unit - OUN *	Net price ex GST *	Order price - OUM	Materiel Group *	Plant / Coy Code *	GL Code	Cost Centre Code	Fund Leave blank unless Military Operation	Internal Order	WBS	Asset	Contract for Labour or Services *	Currency	Budget exchange rate (if not AUD) *	Tax code *	Permitted Payee Number
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OFFICIAL

OFFICIAL

Line number *	Account assignment type *	Short text / Line description *	Target qty *	Order unit - OUN *	Net price ex GST *	Order price - OUM	Material Group *	Plant / Coy Code *	GL Code	Cost Centre Code	Fund Leave blank unless Military Operation	Internal Order	WBS	Asset	Contract for Labour or Services *	Currency	Budget exchange rate (if not AUD) *	Tax code *	Permitted Payee Number
2	K	18/19	-9,872	VAL	\$1.00	\$-9,871.89	Other Item	s47G							Outsourced services	AUD		P1	
3	K	19/20	-201,064	VAL	\$1.00	\$-201,064.07	Other Item								Outsourced services	AUD		P1	
4	K	20/21	-13,928	VAL	\$1.00	\$-13,927.90	Other Item								Outsourced services	AUD		P1	
5	K	21/22	-1,160,000	VAL	\$1.00	\$-1,160,000.00	Other Item								Outsourced services	AUD		P1	
6	K	s47E(d)	4,500,000	VAL	\$1.00	\$4,500,000.00	Other Item								Outsourced services	AUD		P1	
7	U		3,000,000	VAL	\$1.00	\$3,000,000.00	Other Item								Outsourced services	AUD		P1	
8	U		800,000	VAL	\$1.00	\$800,000.00	Other Item								Outsourced services	AUD		P1	
10	T		-287,128	VAL	\$1.00	\$-287,128.36	Other Item						DS500LF01RA		Outsourced services	AUD		P1	

Copy row

Add ROMAN Purchase Order



OFFICIAL

OFFICIAL
ROMAN Purchase Order

Delete this Purchase Order

All pricing at line level is GST exclusive in the identified source currency.

Contract validity start date	Contract validity end date	Value (GST Inc)	Cumulative total (GST Ex)	Currency	Payment terms	Purchasing group
03 Jul 23	30 Aug 24	\$4,950,000.00	\$4,500,000.00	AUD	0030	
Supplier *		Permitted Payee Number (for foreign currency Purchase Orders created under an Outline Agreement)				
s47G						

Comments to be included in the header of the ROMAN Purchase Order (Note: This will be included on the printed ROMAN PO)

Initial FY23/24 PO in support of ASI Services Contract Activities for DAVENG-DASA:

Annual Support Services Fee

Line number *	Account assignment type *	Short line description *	Quantity - line *	Order unit - OUN *	Delivery date *	Net price ex GST *	Order price - OUM	Material Group *	Plant / Coy code *	Outline agreement number	Contract line	GL Code	Cost Centre Code	Fund Leave blank unless Military Operation	Internal Order	WBS	Contract for Labour or Services *	Tax code *	Asset	GR *
1	K	Provide ASI Services - 23/24	4,400,000	VAL	30 Jun 24	\$1.00	\$4,400,000.00	Other Item	s47G								Outsource d services	P1		On
2	K	Provide ASI Services - 23/24	100,000	VAL	30 Aug 24	\$1.00	\$100,000.00	Other Item									Outsource d services	P1		On

Copy row

Enter Phasings

Add another Purchase Order

X

X



Requesting Officer

Employee ID s22	Signature * s47E(d)	Clear signature	Forward to next
Name s47E(d)			

Confirmation Official

A Confirmation Official is to be signed where the delegations have been exercised elsewhere, and, by signing the officer:

- I acknowledge that they are not exercising a delegation;
- I confirm that the official record of delegations have been sighted and that the content of this form is in accordance with the Section 23(3) Commitment Approval;
- I confirm that a copy of the s23(3) delegation approval is attached, and
- I confirm that the information provided is an accurate reflection of the arrangement and is authorised for release to the general public and that they are familiar with internal guidance as available at the AusTender Publishing website.

I confirm that the information provided is an accurate reflection of the contract/amendment and is authorised for release. Where necessary I have consulted with internal guidance as available at the AusTender Publishing website.

Employee ID *	Rank or level *	Position number *	Position title *	Printed name *	Date form signed *
s22	s47E(d)	s47E(d)	DD FWASI	s47E(d)	20 Jun 23
Signature * s47E(d)		d) Clear signature	Submit to ROMAN		



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Australian Government
Department of Defence
Defence Aviation Safety Authority

Minute

DASA BO1554037

DG-DASA (for Section 23 Commitment Approval)

SECTION 23 COMMITMENT APPROVAL FOR THE 1 YEAR EXTENSION TO CONTRACT DGTA 01/2015 (TO FY23/24), AIRCRAFT STRUCTURAL INTEGRITY (ASI) SERVICES

References:

s47E(d)

- C. DASA [U6849322](#) – Section 23 Commitment Approval for the Procurement of ASI Services (Contract DGTA 01/2015 for an initial term of five years (FY15/16 to FY 20/21 Inclusive), dated 4 Dec 15.
- D. DASA [AH6479259](#) – Section 23 Commitment Approval for the 1 Year Extension to Contract DGTA 01/2015 (to FY21/22), Aircraft Structural Integrity (ASI) Services dated 21 Mar 17
- E. DASA [U9410718](#) – Section 23 Commitment Approval for the 1 Year Extension to Contract DGTA 01/2015 (to FY22/23), Aircraft Structural Integrity (ASI) Services dated 20 Feb 18

s47E(d)

s47E(d)

Recommendation

That you:

s47C

Background

1. Defence requires a program to efficiently manage aircraft and engine structural integrity for each ADF aircraft platform, supported by competent organisations with appropriate levels of knowledge and expertise.

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2. Failure of aircraft or engine structure can cause loss of life and aircraft. Structural integrity inspections or refurbishment activities not properly forecast and efficiently implemented can markedly reduce operational availability and increase costs. Ageing structure can have direct implications on Planned Withdrawal Dates (PWD). Proper management of the structural integrity of aircraft and engines contributes greatly to achieving the conduct of successful operations with risk of structural failure through to PWD reduced so far as is reasonably practical, with the least possible economic burden.

s47E(d)



s47G



Considerations Including Value for Money Assessment

Considerations

s47G



s47G



Value for Money

s47G



Funds Availability

s47G



15. The funding identified in the DAVENG Management and Financial Plan is adequate for the proposed commitment and expenditure and is consistent with the purpose for which it was allocated.

16. The following financial codes will be used for this procurement:

s47G



s47G



17. Contingency is not being used to fund the proposal. This activity has been forecast and budgeted for within our provisions contained within the 10 year forecast (within TMS) to support this requirement into the future (details at enclosure 1 – **note** enclosure 1 figures are GST Exclusive).

Specialist Advisors

Financial Advice

18. Separate Specialist Financial Advice has not been sought in support of this submission. That said, the guidance on the key financial considerations to be addressed by the specialist are:

- a. The sufficiency of the budget,
- b. The soundness of the costing assumptions, and
- c. The accuracy of the costing calculations.

19. The budget is addressed by the TMS printout at enclosure 1, whilst the costing assumptions and price escalation formula are detailed at Attachment B to the contract (reference A). Further specialist advice is not required.

Contracting, Legal and Other Relevant Advice

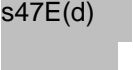
20. Specialist contracting advice has been obtain (reference H) in preparation of this submission from:

- a. s47E(d), Contracting Officer, Contracting Services AERO, Material Procurement Branch, Commercial Division, CASG

s47E(d)



s47E(d)



DAVENG

Defence Aviation Safety Authority

DPM-2, 661 Bourke St, Melbourne 3000, Australia

T: s47E(d); M: s22



Enclosure:

1. DASA DAVENG-ASI Repair & Overhaul (Tech Services) – Bid 17, TMS Snapshot – FY 2023/2024 as at 15 Feb 19

SECTION 23 – COMMITMENT APPROVAL

As FINMAN 2, Schedule 1 delegate, I confirm that:

- ☒ I have an appropriate delegation;
- ☒ the arrangement will be a proper use of relevant money;
- ☒ I have taken care and diligence and have made reasonable inquiries to ensure this arrangement meets all required procurement obligations, notably the Commonwealth Procurement Rules, the Accountable Authority Instructions, the Defence Procurement Policy Manual, applicable Departmental Procurement Policy Instructions, and is not inconsistent with the policies of the Australian government;
- ☒ the benefits of entering into the arrangement outweigh the risk of locking away future budget flexibility;
- ☒ the costing assumptions are sound and costing calculations are accurate;
- ☒ I am acting in good faith and for proper purpose;
- ☒ I do not stand to gain advantage for myself or other persons or cause detriment to Defence, the Commonwealth or any other person;
- ☒ any real or perceived conflict of interest has been disclosed,

s47E(d)

(Signature)

AIRCDRE JW Agius
(Printed Name)

s22
(PMKeys No)

DG DASA s47E(d)
(Appt/Position No)

Mar 19
(Date)

ENCLOSURE 1 TO
DASA Error! Unknown document property name.
DATED MAR 19

DASA DAVENG-ASI REPAIR & OVERHAUL (TECH SERVICES) – BID 17
TMS SNAPSHOT – FY 2023/2024 AS AT 15 FEB 19

Funds Availability - IBM Notes

File Edit View Create Actions Tools Window Help

Open [icon] [icon] [icon] Search All Mail [icon]

Discover [icon] Home [icon] Task Management System [icon] Funds Availability [icon]

Close [icon] Print [icon] Export View [icon] Form Help [icon]

Funds Availability (AF ESG)

Budget Year: 2023/24 Task Budget Name: DAVENG - ASI - Repair & Overhaul (Tech Services) - Bid 17 s47G

Funds Available

Allocation	\$7,500,000	Outstanding Commitment	\$0	Accrued Expenditure	\$0	Commitment	\$0
Pending CFPs (Direct)	\$0	Pending Procurements	\$0	Expenditure	\$0	Funds Available	\$7,500,000

Commitments/Expenditures (AUD)

Item/ Row	Doc. No	Create Date	Debit/Trans /Dept Date	Description	FY Accrued Expenditure (AUD)	FY Pending Procurement (AUD)	FY Expenditure (AUD)	Pending CFP (Direct) (AUD)	FY Total Commitment (AUD)	FY Outstand Commitment (AUD)	FY Expenditure (Native)	FY Outstand Commitment (Native)	FY Total Commitment (Native)
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Note: \$7,500,000.00 GST Exclusive (equivalent to \$8,250,000.00 GST Inclusive)

Office (Network)

AF043
Revised 13 Sep 21

SES or Star Approval to Engage a Contractor, Consultant or Outsourced Service Provider (CCOSP)

Instructions

Sections marked with * are mandatory, and must be completed before signing or submission.

For further guidance refer to the [Engaging Contractors, Consultants and Outsourced Service Providers - Decision Making Governance Fact Sheet](#)

Purpose *

The purpose of this submission is to seek your approval to commence a procurement to engage a:

☒ Contractor ☐ Consultant ☐ Outsourced Service Provider

Background *

Defence official to provide a brief background
s47E(d)

Justification *

Justification for engaging a CCOSP
s47E(d)

Defence Officials' Checklist *

I confirm that (tick):

Step 1 - Planning

- ☒ It is necessary for Defence to undertake the task as described above.
- ☒ The task described above cannot be delayed; and
- ☒ Specialist skills, or skills not maintained within Defence, are required to undertake the task described above.
- ☒ I acknowledge that if the daily rate of a contractor or consultant is at or above \$4,500 (GST Inclusive) the Secretary must be advised.

Step 2 - Current APS and ADF workforce considerations

- ☒ The APS and ADF workforce does not have the capacity and capability (skills and knowledge) to achieve the outcome;
- ☒ Other work cannot be reprioritised to temporarily release the necessary APS or ADF personnel; and
- ☒ There is a requirement for additional resources, or specialised knowledge and/or skills that are not required within the ongoing APS or ADF.

Step 3 - Cost Considerations



☒ I have the estimated cost of this option and it is affordable within the current budget of:

s47G

☒ I have determined that this is the effective and efficient means of delivering the required outcomes and have considered the relative priority of other cost pressures within:

Aerospace Surveillance Response - Project AIR7000 PH1B

☒ and I have considered the ongoing costs associated with engaging external workforce support including, but not limited to, government furnished equipment, office equipment, ICT support, security vetting, official travel and training (in-house or external).

Step 4 - Industry Considerations

☒ I have considered the engagement of a Contractor is the most efficient and effective option to deliver the outcome.

☒ The proposed term of the engagement is appropriate to fulfil the requirement.

Step 5 - Engagement Number

Number of Contractors Being Engaged *

1

☒ I have used the definitions in Attachment B to the Fact Sheet to confirm that 1 Contractor is required.

Recommendation *

☒ That you approve the requirement to commence a procurement process to engage 1 Contractor.

Family Name *

s47G

Given Name *

s47G

Home / work / business address *

City or town *

s47G

Street address *

s47G

State or territory *

s47G

Postcode *

s47G

SES / Star Approval *

Approval is given to commence a procurement process to engage 1 Contractor

☒ Approved ☐ Not Approved

I am satisfied that:

☒ The current APS and/or ADF workforce does not have the capability or capacity to meet this requirement; and

☒ The reasons listed above justify commencing a procurement process to engage 1 Contractor.

Approver Notes

Nil

Signature *

Printed name *

AIRCDRE Jason Agius

Employee ID *

s22

Date *

26 Nov 21



Signature *
s47E(d)





Australian Government
Department of Defence

Capability Acquisition and Sustainment Group

FISRSP0

SECTION 23 COMMITMENT APPROVAL

FOR

QinetiQ MQ-4C Structural and Propulsion Systems Qualification and ASIP/PSIP Development Support – Issue 1

~~OFFICIAL: Sensitive~~

Objective Document ID	BM41144709
Version	3.0
Status	Approved
Date	12 Jan -2021
Produced By	s47E(d)
Produced For	

~~OFFICIAL - Sensitive~~

s47E(d) Assistant Director Finance – ISRPO)
s47E(d) (AIR 7000 PH 1B Project Manager)
s47E(d) (Acting Project Engineering Manager)

(Brindabella Park) (for Funds Availability)
(Brindabella Park) (for Approval)
(Brindabella Park) (Requesting Officer)

SECTION 23 COMMITMENT APPROVAL FOR THE PROCUREMENT OF TRITON ASI/PSI SUPPORT SERVICES – STRUCTURAL AND PROPULSION QUALIFICATION

1. RECOMMENDATIONS

That as the Defence Financial Delegation Schedule Division 1 Schedule 1 Delegate, you:

s47C

2. SCOPE

s47E(d)

3. PROCUREMENT METHOD AND PROCESS

Approval to Engage CCOSP has been sought from Head of ASD, approval was given on the 26th of Nov 2021 and a signed AF 043 was provided to AIR7000PH1B.

s47G

4. VALUE FOR MONEY ASSESSMENT

s47G

~~OFFICIAL - Sensitive~~

s47G

5. FUNDS AVAILABILITY

The funding identified is adequate for the proposed commitment and expenditure and is consistent with the purpose for which it was allocated.

s47G

The planned spread of commitment and expenditure for this procurement is contained in Table 1 below.

s47G

6. SPECIALIST ADVISORS

6.1 FINANCIAL ADVICE

Specialist Financial Advice has been obtained on the financial aspects of the proposed commitment of relevant money. The following authorities have been consulted in the preparation of this submission:

- a. s47E(d) Finance Manager (DFG)

6.2 CONTRACTING ADVICE

This is a low risk procurement being sought under an existing contract using pre-agreed rates. Due to the normalcy of the task, this has been assessed as not being required. The risk assessment is available at Reference C.

s47E(d)

s47E(d)

Acting Project
Engineering
Manager

s47E(d)

24/01/2022

Signature- Defence official
preparing submission

Printed name

Position
Number

Date

Position Title

Location: Brindabella Business Park 1, s47E(d) Canberra Airport, 2609, ACT

~~OFFICIAL - Sensitive~~

Phone: s47E(d) [REDACTED]
Email: s47E(d) [REDACTED]@defence.gov.au

Attachments:


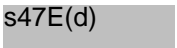

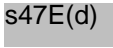
- A. AF 043 – SES or Star Approval to Engage a Contractor, Consultant or Outsourced Service
Provider – [BM34966033](#)
- B. SOR MQ-4C ASIP/PSIP V3.0 s47G [REDACTED] – [BM35266691](#)
- C. OC097 - Risk Assessment 04012022 Risk Manager – Signed – [BM40609366](#)

SPECIALIST ADVICE - FINANCE

As Specialist Finance Advisor I confirm:

- ☐ the sufficiency of the budget;
- ☐ the soundness of the costing calculations; and
- ☐ the accuracy of the costing calculations.

s47E(d)


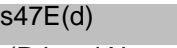

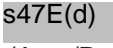
			
(Signature)	(Printed Name)	(PMKeys No)	(Appt/Position No) (Date)

SECTION 23 – COMMITMENT APPROVAL

As Defence Financial Delegation Schedule Division 1 Schedule 1, I confirm that:

- ☐ I have an appropriate delegation,
- ☐ the arrangement will be a proper use of relevant money;
- ☐ I have taken care and diligence and have made reasonable inquiries to ensure this arrangement meets all required procurement obligations, notably the Commonwealth Procurement Rules, the Accountable Authority Instructions, the Defence Procurement Policy Manual, applicable Departmental Procurement Policy Instructions, and is not inconsistent with the policies of the Australian government;
- ☐ the benefits of entering into the arrangement outweigh the risk of locking away future budget flexibility;
- ☐ the costing assumptions are sound and costing calculations are accurate;
- ☐ I am acting in good faith and for proper purpose;
- ☐ I do not stand to gain advantage for myself or other persons or cause detriment to Defence, the Commonwealth or any other person;
- ☐ any real or perceived conflict of interest has been disclosed,

s47E(d)

			
..... (Signature)	(Printed Name)	(PMKeys No)	(Appt/Position No) (Date)

AE 588 v 25
Revised 19 Feb 21

Endorsement to Proceed (ETP) for Procurements

For NMPB Use Only

Header/Footer

Objective/File Reference *

OFFICIAL

BM34793445

Instructions

Fields marked with * are mandatory, and must be completed before signing or submission.

Note to drafters: An 'Endorsement to Proceed' must be obtained prior to approaching the market for any procurement above \$200,000 (GST inclusive). Please refer to [ETP Factsheets and Guidance](#) for further guidance.

In accordance with Accountable Authority Instruction (AAI) 2 and DPPM Defence Procurement Policy Directive 9, obtaining an ETP is a mandatory governance requirement for establishing a standing offer arrangement and all other procurements that are valued at or above \$200,000 (GST inclusive).

Although not required for procurements valued below \$200,000 (GST inclusive) Defence Officials may nonetheless choose to discuss key aspects of the procurement and request documentation with the Section 23(3) Commitment Approval Delegate, thereby obtaining informal endorsement to carry on with the procurement process.

The text boxes within this web form have set word limits. Therefore, drafters should consider the use of attachments where appropriate if there is a risk of exceeding word limits. In addition, where supporting documentation has been referenced in the ETP, drafters should provide objective links to the relevant documents using the attachment button located at the end of the web form.

Obtaining Commercial Advice is not mandatory, however is considered best practice, particularly where exemptions from the Commonwealth Procurement Rules, or conditions for limited tender are being proposed or the procurement is considered 'high risk'.

If assistance to complete this form is required, drafters can contact defence.procurement@defence.gov.au

Procurement title

MPR ID

Triton ASI - PSI Support

Details of Requesting (Contact) Officer

Printed name *

s47E(d)

Phone number

s47E(d)

Group *

Capability Acquisition and Sustainment Group

Division

ASD

Branch/Section

FISRPO

Email address *

s47E(d) @defence.gov.au

Employee ID/ODS Number *

s22

Are you a Commonwealth employee? *

☒ Yes ☐ No

Scope/Background * (What is the requirement that the business area is seeking? How does this contribute to Defence's strategic outcomes? And if not endorsed, what are the implications?)

Note to drafters: Please attach any approved procurement planning, strategy or business case documentation. If you do not have any approved documentation, please insert a brief description of the requirement and an outline of the scope of the procurement and confirm that the scope is appropriate and supports the approved business requirement.

Scope
s47E(d)

Expected Contract Start date

01 Dec 21

Expected Contract End date

30 Nov 22

Estimated value (AUD Equivalent)

Note to drafters: The expected value of a procurement must be estimated before a decision on the procurement method is made.

The expected value is the maximum value (including GST) of the proposed contract, including options, extensions, renewals or other mechanisms that may be executed over the life of the contract.

If foreign currency is applicable, please also outline the relevant details in the basis of cost estimation.

Estimated value (Inc. GST) *

\$641,879.69

Estimated extension(s) value (Inc. GST, if any)

Total estimated value (Inc. GST)

\$641,879.69

Basis of cost estimation

s47G

Specialist advice - Finance

Note to drafters: Specialist advice from a finance officer is required to ensure that the required funds are correctly reserved.

The proposed funding source for the procurement.

Is the proposed arrangement consistent with the purpose for which the funding was allocated? *

☒ Yes ☐ No

Provide details of source of funding *

AIR7000 PH1B budget file BM7750887.

Has the Group/Finance Officer been consulted in relation to the funding allocated for this procurement activity? *

☒ Yes ☐ No

Is there a currently available funding source for the total amount estimated to become payable under this proposed arrangement and have the funds been reserved in a Corporate Financial System or committed within a business unit allocation? *

☒ Yes ☐ No

Provide details

Reserved under pre-commitment.

Financial Advisor comment

Funds available



Account code s47G	Cost centre code	Fund s47G	WBS s47G	Total estimated funds (AUD) * s47G
Estimated funds (AUD) GST component * s47G		Estimated funds (AUD) GST exclusive * s47G		Foreign source currency
Has Funds Availability been obtained to cover the expenditure under the proposed arrangement? *				
<input checked="" type="radio"/> Yes <input type="radio"/> No				
Printed name * s47E(d)		Position * Finance Manager DFG		Date * 23 Dec 21

Application of Commonwealth Indigenous Procurement Policy (IPP)

Note to drafters: The Commonwealth Indigenous Procurement Policy (IPP) details Defence's obligations for applying IPP - specifically in relation to (i) the mandatory set-aside of certain Commonwealth contracts, or (ii) minimum requirements for certain Commonwealth contracts.

Appendix A of the CPRs (item 16) permits Defence to procure goods or services directly from a small to medium enterprise with at least 50 per cent indigenous ownership ('indigenous enterprise'), without running an open tender process, if the proposed procurement represents value for money.

For further details, please refer to: [Indigenous-Procurement](#)

Does the IPP apply to your procurement?

☐ Yes ☒ No

Contractors, Consultants, or Outsourced Service Providers (CCOSP) *

Is the procurement to engage Contractors, Consultants or Outsourced Service Providers in line with [Engaging Contractors, Consultants and Outsourced Service Providers - Decision Making Governance Fact Sheet](#).

☒ Yes ☐ No

Please provide the name and position of the person who provided SES/Star Rank approval to approach the market.

Printed name *	Position *	Date *
AIRCDRE Jason Agius	DG ASR	26 Nov 21

Procurement method *

(The procurement method is consistent with the CPRs and mandatory Defence and Whole of Government procurement policies)

Procurement method selected

What is the proposed procurement method?

- ☐ Open tender
- ☒ Limited tender
- ☐ Order under an existing standing offer (enter detail below)

Note to drafters: If a limited tender procurement method is selected, specialist contracting advice should be sought as early as possible in the planning stages and well prior to signing the endorsement to proceed.

If the procurement is subject to Division 2 of the CPRs, any limited tender must identify the specific condition for limited tender in accordance with 10.3 of the CPRs.

If a Limited Tender Single Supplier is selected, has the commitment approver been informed?

☒ Yes ☐ No

Is the procurement subject to an exemption or condition for limited tender?

Describe your procurement

SOR through a extantcontract with DASA - DGTA-ASI Services Contract, Contract DGTA 01/2015 V6.0, dated 29 May 20

☐ Exemption ☒ Condition for limited tender



Note to drafters: A limited tender must meet either a Condition for Limited Tender under 10.3 of the CPRs, be subject to an exemption under Appendix A of the CPRs, or the exemption is granted under 2.6 of the CPRs. Officials providing endorsement to proceed should consult with and seek advice from Commercial Division CASG by clicking on the 'Request Commercial Advice' button below.

A relevant entity must only conduct a procurement at or above the relevant procurement threshold through limited tender in the following circumstances:

When, in response to an approach to market

- ☐ i. No submissions, or no submissions that represented value for money, were received, and the relevant entity does not substantially modify the essential requirements of the procurement
- ☐ ii. No submissions that met the minimum content and format requirements for submission as stated in the request documentation were received, and the relevant entity does not substantially modify the essential requirements of the procurement
- ☐ iii. No tenderers satisfied the conditions for participation, and the relevant entity does not substantially modify the essential requirements of the procurement

- ☐ When, for reasons of extreme urgency brought about by events unforeseen by the relevant entity, the goods and services could not be obtained in time under open tender or prequalified tender

For procurements made under exceptionally advantageous conditions that arise only in the very short term, such as from

- ☐ unusual disposals, unsolicited innovative proposals, liquidation, bankruptcy, or receivership, and which are not routine procurement from regular suppliers

When the goods and services can be supplied only by a particular business and there is no reasonable alternative or substitute for one of the following reasons:

- ☒ i. The requirement is for works of art, or
- ☐ ii. To protect patents, copyrights, or other exclusive rights, or proprietary information, or
- ☐ iii. Due to an absence of competition for technical reasons

For additional deliveries of goods and services by the original supplier or authorised representative that are intended either as replacement parts, extensions, or continuing services for existing equipment, software, services, or installations, when a change of supplier would compel the relevant entity to procure goods and services that do not meet requirements for compatibility with existing equipment or services

- ☐ For procurements in a commodity market

When a relevant entity procures a prototype or a first good or service that is intended for limited trial or that is developed at

- ☐ the relevant entity's request in the course of, and for, a particular contract for research, experiment, study, or original development

In the case of a contract awarded to the winner of a design contest, provided that

- ☐ i. The contest has been organised in a manner that is consistent with these CPRs, and
- ☐ ii. The contest is judged by an independent jury with a view to a design contract being awarded to the winner; or
- ☐ Estimated value was under the procurement threshold
- ☐ N/A Valued below the construction threshold (\$7.5m)

Please provide rationale for selection

s47E(d)

Request documentation *

Is the draft request documentation consistent with the approved procurement strategy, business case or consistent with the scope and procurement method outlined above?

- ☒ Yes ☐ No



Value for money and consideration *

Defence officials responsible for a procurement need to be satisfied, after reasonable inquiries, that the procurement achieves value for money. Officials are requested to insert a brief description of how the procurement is consistent with the CPRs, mandatory Defence policy requirements and is considered appropriate to achieve value for money.

If an approved procurement strategy or business case is already in place, officials may attach and provide reference to the value for money considerations included in these documents.

For procurements valued above \$4 million, officials are required to consider the economic benefit of the procurement to the Australian economy.

How will this method of procurement deliver value for money?

s47E(d)

Specialist advice - Contracting/Legal

Note to drafters: Officials providing endorsement to proceed should consult with and seek advice from Commercial Division, CASG by clicking on the 'Request Commercial Advice' button below.

Has specialist advice from a contracting officer been sought?

☐ Yes ☒ No

Provide detail as to why specialist advice from a Contracting Officer was not sought.

This is a low risk procurement being sought under an existing contract using pre-agreed rates. Due to the normalcy of the task, this has been assessed as not being required.

Has a legal advisor (External Legal Service Provider or Defence Legal) been engaged in the development of the request documentation?

☐ Yes ☒ No

If NO selected, document why specialist advice was not sought.

This is a low risk procurement being sought under an existing contract using pre-agreed rates. Due to the normalcy of the task, this has been assessed as not being required.

Assessment of risk associated with the procurement

Has a risk assessment been conducted?

☒ Yes ☐ No

The relevant risk assessment report should be attached, or details of significant risks and risk mitigation strategies should be documented, and the assessed overall risk rating for the procurement provided.

Overall risk rating

Low



Government Procurement (Judicial Review) Act

A 'covered procurement' under the Judicial Review Act is a procurement to which the rules in Divisions 1 and 2 of the Commonwealth Procurement Rules (CPRs) apply, to which no exemption has been applied and which is not included in a class of procurements specified by the Minister for Finance in a determination under section 5(2) of the JR Act.

A Public Interest Certificate (PIC) may be issued for a covered procurement where it would not be in the public interest for the procurement to be suspended while a complaint is investigated.

If a PIC has been issued, a copy must be provided to the suppliers with the request documentation. The PIC and the supporting submission must also be registered on the PIC Register accessed from the [Defence Procurement Complaints scheme](#) website.

Further information regarding the issue of PICs can be found in the [Defence Procurement Complaints Scheme - Complaints Management Guide](#).

Is this procurement a 'covered procurement'?

☐ Yes

☒ No

Commercial Advice

Considerations/Conditions

Attach documentation

Line management endorsement *

I endorse that

- ☒ the scope of the requirement is appropriate and supports the approved business requirement;
- ☒ the procurement method is consistent with the CPRs and mandatory Defence and Whole of Government procurement policies;
- ☒ the draft request documentation is consistent with the approved acquisition or procurement strategy (*if any*);
- ☒ there is an adequate funding source for the procurement and that the proposed commitment of relevant money is consistent with the purpose for which they were allocated;
- ☒ where specialist advice has been sought, identified risks have been considered;
- ☒ a risk assessment has been undertaken (where appropriate); and
- ☒ I have consulted with the intended Section 23(3) Commitment Approval Delegate for this procurement (if this Delegate is somebody other than myself).

Line Manager's Comments

Note that endorsement to proceed was provided on the 26 Nov 2021 in line DGASR approval to engage contractor.

By signing this form I confirm that I have noted the considerations/conditions raised.



Line manager

Where the Approach to Market will be conducted through AusTender the [AE109-1 - Approach to Market Data Entry](#) must be completed.

Printed name *

s47E(d)

Position *

IPM AIR7000PH1B

Date *

01 Feb 22

Signature *

s47E(d)





Australian Government

Department of Defence

Purchase Order

ABN: 68 706 814 312

Defence FOI 843/22/23
Item 2, Document 4

Date : 04 Feb 2022
Order No: 4501149299

Vendor: s47G 1192320

Your Reference:

Quotation No:

Contact: s47E(d)

Area: Defence Default

Email: s47E(d) @DEFENCE.GOV.AU

Tel: s47E(d) Fax:

Payment Terms:

Net 20 Days

FOB Point:

Note: The order total is inclusive of GST where applicable.

TOTAL PRICE(AUD): 677,246.67

SOR through a extant contract with DASA - DGTA-ASI Services Contract, Contract DGTA 01/2015 V6.0, dated 29 May 20. Extended end date to 30 Apr 23.

This order is subject to the attached terms and conditions.

Item	Description	Quantity	Unit	Unit Price	Total AUD
00001	s47G Delivery date: 28 Feb 2023 *** Item partially delivered ***				
00002	s47G Delivery date: 28 Feb 2023				
	TOTAL LINE ITEM PRICE(AUD):			s47G	

Please Deliver to:

s47E(d)

1 Molonglo Drive, Brindabella Business P
CANBERRA AIRPORT ACT 2609

Direct Invoices to:

Defence Accounts Payable

EMAIL: invoices@defence.gov.au

Form SP020: General Conditions of Contract for the Supply of Goods and Repair Services

1. Supplies: The Supplier agrees to provide the Supplies to the Commonwealth and the Commonwealth agrees to purchase the Supplies in accordance with the terms of the Contract.

2. Contract Documents: Subject to clause 3, the Contract between the Commonwealth and the Supplier comprises the:

- a. Special Conditions;
- b. Purchase Order (other than the Special Conditions); and
- c. General Conditions of Contract.

If there is any ambiguity or inconsistency between the documents comprising the Contract, the document appearing higher in the list will have precedence to the extent of the ambiguity or inconsistency.

3. Existing Contracts and Standing Offers: Subject to the terms of the Purchase Order and any Special Conditions, if the Purchase Order is issued under the terms of an existing contract or a standing offer, the terms of that existing contract or standing offer will apply and these General Conditions of Contract (other than this clause 3) will have no effect.

4. Provision of Supplies: The Supplier must provide the Supplies and, if applicable, return the Repairable Item, to the Commonwealth at the Delivery Location on or before the relevant Delivery Date and in accordance with any special instructions for the delivery of the Supplies specified in the Purchase Order. The Supplier must promptly notify the Commonwealth if the Supplier becomes aware that it will be unable to provide all or part of the Supplies or return the Repairable Item, by the relevant Delivery Date and advise the Commonwealth as to when it will be able to do so.

5. Repair Services: The Supplier must provide the Repair Services to the satisfaction of the Contract Officer and in accordance with any requirements specified in the Purchase Order.

6. Repairable Item: The Supplier acknowledges that the Repairable Item at all times remains the property of the Commonwealth. The Supplier must keep the Repairable Item safe and secure and not use the Repairable Item for any purpose other than for the purpose of providing the Repair Services. The Supplier must not part with possession or control of the Repairable Item except where specified in the Purchase Order or otherwise agreed by the Commonwealth. The Supplier must not create or allow to be created any lien, charge, mortgage or encumbrance over the Repairable Item.

7. Acceptance: The Commonwealth may accept or reject the relevant Supplies within 14 days after delivery of the Supplies to the Delivery Location. If the Commonwealth does not notify the Supplier of acceptance or rejection within the 14 day period, the Commonwealth will be taken to have accepted the Supplies on the expiry of the 14 day period.

The Commonwealth may reject the Supplies where the Supplies do not comply with the requirements of the Contract including any acceptance tests specified in the Special Conditions. If the Commonwealth rejects the Supplies the Commonwealth may:

- a. require the Supplier to provide, at the Supplier's cost, replacement Supplies which comply with the requirements of the Contract within a period determined by the Commonwealth; or
- b. terminate the Contract in accordance with clause 15.

In either case and at the Commonwealth's request, the Supplier must promptly remove any relevant Goods and, if clause 7a applies, the Repairable Item (if any), from the Commonwealth's premises at its cost.

8. Title and Risk: Title to the Goods transfers to the Commonwealth upon their acceptance by the Commonwealth in accordance with clause 7. The risk of any loss or damage to the Goods remains with the Supplier until their delivery to the Commonwealth at the Delivery Location. The Supplier bears the risk of any loss or damage to a Repairable Item from the date upon which the Repairable Item is delivered to the Supplier until delivery of the Repairable Item to the Commonwealth at the Delivery Location.

9. Payment: The Commonwealth must pay the Contract Price to the Supplier within the following period (as applicable) after receiving a correctly rendered invoice in accordance with clause 10:

- a. 20 days, if the Contract Price is less than or equal to A\$1 million; or
- b. 30 days, if the Contract Price is greater than A\$1 million.

Subject to compliance with clause 10, the Commonwealth is deemed to have received a correctly rendered invoice at the following times:

- c. at the time of delivery of the Supplies where the invoice is supplied:
 - (i) prior to delivery of the Supplies; or
 - (ii) at the time of delivery of the Supplies; or

- d. at the time of actual receipt of the invoice, where the invoice is provided by the Supplier after delivery of the Supplies.

If the Commonwealth fails to pay a correctly rendered invoice within 20 days after the date of receipt and the Contract Price is less than or equal to A\$1 million, the Commonwealth must pay interest on the unpaid amount at the General Interest Charge Rate calculated in respect of each day that the payment was late.

The Commonwealth must pay interest whether or not the Supplier has submitted a separate invoice for the interest amount. Interest will only be payable in accordance with this clause 9 if the interest amount exceeds A\$100.

10. Invoice: The Supplier must submit a correctly rendered invoice to the Commonwealth. An invoice is correctly rendered if:

- a. it is correctly addressed and calculated in accordance with the Contract;
- b. the Commonwealth has not rejected the Supplies under clause 7;
- c. it is for an amount which does not exceed the Contract Price;
- d. it includes the Purchase Order number, and the name and phone number of the Contract Officer; and
- e. it is a valid tax invoice in accordance with the GST Act.

The Supplier must promptly provide to the Commonwealth such supporting documentation and other evidence reasonably required by the Commonwealth to substantiate performance of the Contract by the Supplier or payment of the Contract Price by the Commonwealth.

11. Price Basis: The Contract Price is firm and is inclusive of GST and all taxes, duties (including any customs duty) and government charges imposed or levied in Australia or overseas. The Contract Price includes the cost of any packaging, marking, handling, freight and delivery, insurance and any other applicable costs and charges.

12. Warranty: The Supplier warrants that:

- a. the Goods are new, free from deficiencies in design, manufacture and workmanship and are fit for the purposes for which goods of a similar nature to the Goods are commonly supplied and for any other purposes notified by the Commonwealth to the Supplier; and
- b. in providing the Repair Services, it will use workmanship of a standard consistent with best industry standards for work of a similar nature to the provision of the Repair Services and which is fit for its intended purpose.

13. Intellectual Property: The Supplier warrants that it has all Intellectual Property (IP) rights and moral rights necessary to provide the Supplies to the Commonwealth and licences those rights to the Commonwealth to allow the Commonwealth to have the full benefit of the Supplies. The Supplier also warrants that the provision of the Supplies in accordance with the Contract will not infringe any third party's IP or moral rights.

14. Defects: Notwithstanding acceptance of the Supplies by the Commonwealth in accordance with clause 7, the Supplier must remedy at its cost any defects in the Supplies notified by the Commonwealth to the Supplier at any time within the period of 90 days or the Supplier's or manufacturer's standard warranty period (whichever is the longer) following acceptance of the Supplies by the Commonwealth. The Supplier will be responsible for any costs of removing the Goods and, if applicable, the Repairable Item and delivering repaired or replacement Supplies or the Repairable Item to the Commonwealth together with any associated or incidental costs. If the Supplier does not remedy the defect, the Commonwealth may remedy the defect and the costs incurred by the Commonwealth in remedying the defect will be a debt due from the Supplier to the Commonwealth.

15. Termination: The Commonwealth may terminate the Contract if:

- a. the Supplier:
 - (i) does not deliver all of the Supplies and, if applicable, the Repairable Item to the Delivery Location by the relevant Delivery Date; or
 - (ii) notifies the Commonwealth that it will be unable to deliver the Supplies and, if applicable, the Repairable Item to the Delivery Location by the Delivery Date in accordance with clause 4;
- b. the Commonwealth rejects any of the Supplies in accordance with clause 7;
- c. the Supplier breaches the Contract and the breach is

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not capable of remedy;

- d. the Supplier does not remedy a breach of the Contract which is capable of remedy within the period specified by the Commonwealth in a notice of default issued by the Commonwealth to the Supplier requiring the Supplier to remedy the breach;
- e. the Supplier becomes bankrupt or insolvent, except to the extent that the exercise of a right under this clause 15.e is prevented by law; or
- f. the Supplier breaches any of its obligations under clauses 18 or 26.

If the Commonwealth has provided a Repairable Item to the Supplier in relation to the Contract which has been terminated, the Supplier must immediately return that Repairable Item to the Commonwealth at the Supplier's cost.

16. Termination for Convenience: In addition to any other rights it has under the Contract, the Commonwealth may at any time terminate the Contract by notifying the Supplier in writing. If the Commonwealth issues such a notice, the Supplier must stop work in accordance with the notice, comply with any directions given by the Commonwealth and mitigate all loss, costs (including the costs of its compliance with any directions) and expenses in connection with the termination, including those arising from affected subcontracts.

The Commonwealth will only be liable for payments to the Supplier for Supplies accepted in accordance with clause 7 before the effective date of termination and any reasonable costs incurred by the Supplier that are directly attributable to the termination, if the Supplier substantiates these amounts to the satisfaction of the Commonwealth.

The Supplier will not be entitled to profit anticipated on any part of the Contract terminated.

17. Commonwealth Access: At the Commonwealth's request (acting reasonably), the Supplier must permit the Commonwealth and its nominees timely and sufficient access to the Supplier's premises, records or accounts relevant to the Contract to:

- a. undertake quality audits and quality surveillance (as defined in AS/NZ ISO 9000 current at the date the Purchase Order is issued) of the Supplier's quality system and/or the production processes related to the Supplies; and
- b. monitor the Supplier's work health and safety and environmental compliance in connection with the provision of the Supplies.

In addition, if the value of the Contract (by itself or cumulatively with previous changes to the Contract) is equal to or greater than A\$100,000, the Supplier must permit the Commonwealth and its nominees timely and sufficient access to the Supplier's premises, records or accounts relevant to the Contract to conduct audits under the *Auditor-General Act 1997*. The Commonwealth and its nominees may copy any records or accounts relevant to the Contract and retain or use these records and accounts for the purpose of this clause.

18. Security and Safety: If the Commonwealth provides the Supplier with access to any Commonwealth place, area or facility, the Supplier must comply with any security and safety requirements notified to the Supplier by the Commonwealth or of which the Supplier is aware and ensure that its officers, employees, agents and subcontractors are aware of and comply with such security and safety requirements.

Where the Supplies are designed, manufactured, supplied, installed, commissioned or constructed by the Supplier within Australia or the Supplier imports the Supplies into Australia (and is an importer for the purposes of the WHS Legislation), the Supplier must:

- a. comply with, and must ensure that all subcontractors comply with, the applicable WHS Legislation when performing work under the Contract in Australia; and
- b. where applicable, comply with, and must ensure that all subcontractors comply with, the obligation under the WHS Legislation to, so far as is reasonably practicable, consult, co-operate and co-ordinate activities with the Commonwealth, the Supplier or the subcontractors (as the case may be) and any other person who, concurrently with the Commonwealth, the Supplier or the subcontractor (as the case may be), has a work health and safety duty under the WHS Legislation in relation to the same matter.

Subject to any relevant foreign government restrictions, the Supplier must provide to the Commonwealth Representative at the time the Supplier provides the Supplies to the Commonwealth adequate information concerning:

- c. each purpose for which the Supplies are designed or manufactured;
- d. the results of any calculations, analysis, testing or examination carried out concerning the safety of the Supplies (and the risks to the health and safety of persons), including any hazardous properties identified by the testing; and

- e. any conditions necessary to ensure the Supplies are without risks to health and safety when used for a purpose for which it was designed or manufactured.

Subject to any relevant foreign government restrictions, the Supplier must, so far as is reasonably practicable, provide to the Commonwealth Representative within 14 days (or such other period as agreed by the Commonwealth in writing) of a request by the Commonwealth any current relevant information concerning the matters referred to in clauses 18c to 18e above.

The Supplier must ensure, so far as is reasonably practicable, that the Supplies are without risk to the health and safety of persons who use the Supplies for a purpose for which they were designed or manufactured.

Without limiting the Supplier's obligations under the Contract or at law or in equity (and subject to any relevant foreign government restrictions), the Supplier must in connection with or related to the Supplies or the work performed under the Contract, provide, and must use its reasonable endeavours to ensure that a subcontractor provides, to the Commonwealth within 14 days (or such other period as agreed by the Commonwealth in writing) of a request by the Commonwealth any information or copies of documentation requested by the Commonwealth and held by the Supplier or a subcontractor (as the case may be) to enable the Commonwealth to comply with its obligations under the WHS Legislation.

The Supplier must not provide Supplies containing Asbestos Containing Material and must not take Asbestos Containing Material onto Commonwealth premises in connection with providing the Supplies.

If a Notifiable Incident occurs in connection with work carried out under the Contract:

- f. on Commonwealth premises;
 - g. which involves Commonwealth personnel; or
 - h. which involves a Commonwealth specified system of work,
- the Supplier must:
- i. immediately report the incident to the Commonwealth;
 - j. promptly provide the Commonwealth with copies of any notices or other documentation provided to, or issued by, the relevant Commonwealth, State or Territory regulator in relation to the Notifiable Incident;
 - k. provide the Commonwealth with such other information as may be required by the Commonwealth to facilitate the notification to or investigation by the Commonwealth regulator of the Notifiable Incident in accordance with the WHS Legislation (including the completion of the Department of Defence Form AE527(as amended or replaced from time to time)); and
 - l. provide other reasonable assistance required by the Commonwealth to undertake mandatory incident reporting.

19. Insurance: The Supplier must procure and maintain such insurances and on such terms and conditions as a prudent supplier, providing supplies similar to the Supplies, would procure and maintain.

20. Set Off: If the Supplier owes any debt to the Commonwealth in connection with the Contract, the Commonwealth may deduct the amount of the debt from payment of the Contract Price.

21. Indemnity: The Supplier indemnifies the Commonwealth, its officers, employees and agents against any liability, loss, damage, cost (including the cost of any settlement and legal costs and expenses on a solicitor and own client basis), compensation or expense arising out of or in any way in connection with:

- a. a default or any unlawful, wilful or negligent act or omission on the part of the Supplier, its officers, employees, agents or subcontractors; or
- b. any action, claim, dispute, suit or proceeding brought by any third party in respect of any infringement or alleged infringement of that third party's IP rights or moral rights in connection with the Supplies.

The Supplier's liability to indemnify the Commonwealth under clause 21a is reduced to the extent that any wilful, unlawful, or negligent act or omission of the Commonwealth, its officers, employees or agents contributed to the liability, loss, damage, cost, compensation or expense.

22. Notices: Any notice or communication under the Contract will be effective if it is in writing, signed and delivered to the Contract Officer or the Supplier as the case may be, at the address, facsimile number or email set out in the Purchase Order.

23. Assignment: The Supplier must not assign any of its rights under the Contract without the prior written consent of the Commonwealth.

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24. Subcontracting: Subcontracting the whole or part of the Supplier's obligations under the Contract will not relieve the Supplier from any of its obligations under the Contract. Upon request the Supplier must make available to the Commonwealth the details of all subcontractors engaged to provide the Supplies under the Contract. The Supplier acknowledges that the Commonwealth may be required to disclose such information.

25. Approvals and Compliance: The Supplier must obtain and maintain in force any necessary export licences, licences, accreditations, permits, registrations, regulatory approvals or other documented authority (however described) required by law and necessary for the delivery of the Supplies or the work performed under the Contract and arrange any necessary customs entry for the Supplies. The Supplier must comply with and ensure its officers, employees, agents and subcontractors comply with the laws from time to time in force in the State, Territory or other jurisdictions in which any part of the Contract is to be carried out and all Commonwealth policies relevant or applicable to the Contract.

Subject to any relevant foreign government restrictions, where the Supplier provides the Supplies to the Commonwealth in Australia and the Supplies include plant which requires registration of design under the WHS Legislation (See Part 1 of Schedule 5 of the *Work Health and Safety Regulations 2011* (Cth)) or an OHS Law (in the case of an OHS Law, as a result of a licence being granted to the Australian Defence Organisation - see Regulation 743 of the *Work Health and Safety Regulations 2011* (Cth)), the Supplier must:

- a. obtain the registration of design from a relevant regulator (or where this is not possible, from the Australian Defence Organisation pursuant to a licence granted under the OHS Law) and provide this to the Commonwealth at the time the Supplier provides the Supplies to the Commonwealth;
- b. attach a data plate to the relevant item (or items) of plant with the design registration details (or in a circumstance where it is not practicable to attach the data plate to the relevant item of plant, the data plate is to be affixed in a prominent place in the vicinity of the plant), which includes:
 - (i) the Design Registration Number (DRN);
 - (ii) the date of issue of the DRN; and
 - (iii) the name of the Commonwealth, State or Territory regulator that issued the DRN; and
- c. provide maintenance documentation that details all mandatory maintenance activities and inspections required to ensure the plant is without risks to health and safety, including those required by an OHS Law or the WHS Legislation at the time the Supplier provides the Supplies to the Commonwealth.

Subject to any relevant foreign government restrictions, where the Supplier provides the Supplies to the Commonwealth outside Australia and the Supplies include plant which requires registration of design under the WHS Legislation (See Part 1 of Schedule 5 of the *Work Health and Safety Regulations 2011* (Cth)) or an OHS Law (in the case of an OHS Law, as a result of a licence being granted to the Australian Defence Organisation - see Regulation 743 of the *Work Health and Safety Regulations 2011* (Cth)), the Supplier must, at the time the Supplier provides the Supplies to the Commonwealth, provide to the Commonwealth all information sufficient for the Commonwealth to register the design of the plant in Australia. Such information may include:

- d. a statement signed by the designer of the plant specifying the published technical standards and engineering principles used in the design;
- e. design verification statement in a format supplied by the Commonwealth;
- f. representational drawings of the design; and
- g. a statement in a format supplied by the Commonwealth concerning compliance with the designer obligations of the WHS Legislation.

26. Problematic Substances: Unless the Commonwealth otherwise agrees in writing, the Supplier must:

- a. not deliver Supplies that contain or emit a Problematic Substance where:
 - (i) the Problematic Substance may affect the health or safety of persons who may be exposed to the Problematic Substance; or
 - (ii) a persons health or safety may be affected by the Problematic Substance when (A) using the Supplies for a purpose for which they were designed or manufactured; (B) handling or storing the Supplies; or (C) carrying out any

reasonably foreseeable activity in relation to the assembly or use of the Supplies for a purpose for which it was designed or manufactured, or the proper storage, decommissioning, dismantling, demolition or disposal of the Supplies; and

- b. not use, handle or store a Problematic Substance on Commonwealth premises in connection with work carried out under the Contract.

Where the Commonwealth agrees that the Supplies may contain a Problematic Substance or that the Supplier may use, handle or store a Problematic Substance on Commonwealth premises, the Supplier must, subject to any foreign government restrictions, ensure that:

- c. full details of the approved Problematic Substance are provided to the Commonwealth in the format of a Safety Data Sheet (SDS), except where the applicable SDS exists within the Australian ChemAlert database and the Supplier identifies that SDS to the Commonwealth by reference to its unique record within that database; or
- d. if the Supplier provides the Supplies to the Commonwealth outside Australia and the Supplier demonstrates to the satisfaction of the Commonwealth it is unable to comply with the requirements of clause 26c, the Supplier must provide all information necessary to facilitate the Commonwealth complying with the requirements of clause 26c prior to or at the time the Supplies are provided to the Commonwealth.

In addition, the Supplier must, subject to any foreign government restrictions, ensure that:

- e. at the time of provision to the Commonwealth the approved Problematic Substance is correctly labelled and packaged (including to clearly identify the nature of the substance and its associated hazards) in accordance with Australian legislative and regulatory requirements, and that all documentation supporting the Supplies clearly identifies the nature of the substance and its associated hazards; or
- f. if the Supplier provides the Supplies to the Commonwealth outside Australia and the Supplier demonstrates to the satisfaction of the Commonwealth it is unable to comply with the requirements of clause 26e, the Supplier must provide all information necessary to facilitate the Commonwealth complying with the requirements of clause 26e prior to or at the time the Supplies are provided to the Commonwealth.

27. Workplace Gender Equality: The Supplier must comply with its obligations under the *Workplace Gender Equality Act 2012* (Cth) (WGE Act), if any. If the Supplies constitute a procurement that is at or above the relevant procurement threshold in the Commonwealth Procurement Rules, the Supplier must notify the Contract Officer if it becomes non-compliant with the WGE Act.

28. Indigenous Procurement Policy: The Supplier must use its reasonable endeavours to increase its:

- a. purchasing from Indigenous enterprises; and
- b. employment of Indigenous Australians,

in the performance of the Contract. For the purposes of this clause "Indigenous enterprise" means an organisation that is 50 per cent or more Indigenous owned that is operating a business. Supply Nation maintains a list of enterprises that meet the definition of "Indigenous enterprises" (www.supplynation.org.au).

29. Governing Law: The laws of the Australian Capital Territory apply to the Contract.

30. Entire Agreement: The Contract represents the parties' entire agreement in relation to the subject matter and supersedes all tendered offers and prior representations, communications, agreements, statements and understandings, whether oral or in writing.

31. Definitions: In the Contract:

'Asbestos Containing Material' has the meaning given in subregulation 5(1) of the *Work Health and Safety Regulations 2011* (Cth).

'Commonwealth' means the Commonwealth of Australia as represented by the Department of Defence ABN 68 706 814 312.

'Contract Officer' means the contract officer specified in the Purchase Order.

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'Contract' has the meaning given in clause 2.

'Contract Price' means the contract price specified in the Purchase Order, including any GST component payable.

'Delivery Date' means the date or dates for provision of the Supplies specified in the Purchase Order.

'Delivery Location' means the location or locations for the provision of the Supplies specified in the Purchase Order.

'General Interest Charge Rate' means the general interest charge rate determined under section 8AAD of the *Taxation Administration Act 1953* on the day payment is due, expressed as a decimal rate per day.

'Goods' means the goods specified in the Purchase Order (if any) to be provided by the Supplier and any goods or component parts supplied by the Supplier as part of providing the Repair Services.

'GST' means a Commonwealth goods and services tax imposed by the GST Act.

'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

'Notifiable Incident' has the meaning given in sections 35 to 37 of the *Work Health and Safety Act 2011* (Cth).

'OHS Law' means the *Occupational Health and Safety Act 1991* (Cth) and the *Occupational Health and Safety (Safety Standards) Regulations 1994* (Cth).

'Problematic Substance' means:

- a. any substance identified as having ozone depleting potential, or any gas identified as a *Synthetic Greenhouse Gas*, in the *Ozone Protection and Synthetic Greenhouse Gas Management Act 1989* (Cth) or any regulations made under that Act;
- b. any dangerous goods as defined in the *Australian Code for the Transport of Dangerous Goods by Road and Rail* (extant edition and as amended); or
- c. any hazardous chemicals as defined in subregulation 5(1) of the *Work Health and Safety Regulations 2011* (Cth).

'Purchase Order' means the purchase order attached to these General Conditions of Contract.

'Relevant Employer' means an employer who has been a Relevant Employer under the Workplace Gender Equality Procurement Principles for a period of not less than 6 months. The Supplier will continue to be obligated as a Relevant Employer for the period of the Contract until the number of its employees falls below 80.

'Repair Services' means the repair services in respect of the Repairable Item specified in the Purchase Order (if any).

'Repairable Item' means any item or items provided by the Commonwealth to the Supplier for the purpose of the Repair Services.

'Safety Data Sheet' or 'SDS' means a safety data sheet prepared in accordance with the Code of Practice, *Preparation of Safety Data Sheets for Hazardous Chemicals*, approved under section 274 of the *Work Health and Safety Act 2011* (Cth).

'Supplier' means the supplier specified in the Purchase Order.

'Supplies' comprise the Goods and the Repair Services and, for the avoidance of doubt, do not include the Repairable Item.

'WHS Legislation' means:

- a. the *Work Health and Safety Act 2011* (Cth) and the *Work Health and Safety Regulations 2011* (Cth); and
- b. any corresponding WHS law as defined in section 4 of the *Work Health and Safety Act 2011* (Cth).

AE 588 v 9
Revised 12 Dec 18

Endorsement to Proceed (ETP) for Procurements

For NMPB Use Only

Header/Footer

UNCLASSIFIED

Instructions

Fields marked with * are mandatory, and must be completed before signing or submission.

Note to drafters: Prior to releasing the request documentation, an 'Endorsement to Proceed' must be obtained for all procurements valued at or above \$200,000 (GST inclusive). Please refer to [ETP Factsheets and Guidance](#) for further guidance. In accordance with Accountable Authority Instruction (AAI) 3 and DPPM Defence Procurement Policy Directive 9, obtaining an ETP is a mandatory governance requirement for establishing a standing offer arrangement and all other procurements that are valued at or above \$200,000 (GST inclusive).

Although not required for procurements valued below \$200,000 (GST inclusive) Defence Officials may nonetheless choose to discuss key aspects of the procurement and request documentation with the FINMAN 2 Schedule 1 (Section 23(3)) Commitment Approval delegate, thereby obtaining informal endorsement to carry on with the procurement process.

Where supporting documentation has been referenced in the ETP, drafters should link such documentation using the attachment button located at the end of the web form.

Procurement title

Engineering Services Contract DST

Type of procurement

☒ New procurement ☐ Extension to a current arrangement

(Please refer to [ETP Factsheets and Guidance](#) for further guidance)

Details of Requesting (Contact) Officer

Printed name *

s47E(d)

Phone number

s47E(d)

Group *

Defence Science and Technology Group

Division

RSD

Branch/Section

SES

Email address *

s47E(d)

defence.gov.au

Are you a Commonwealth employee? *

☒ Yes ☐ No

Scope/Background * (What is the requirement that the business area is seeking? How does this contribute to Defence's strategic outcomes? And if not endorsed, what are the implications?)

Scope

Refer to attached Procurement Plan and DST Future funding approval

Expected Contract Start date

01 Jul 20

Expected Contract End date

30 Jun 30



Estimated value (AUD Equivalent)

Estimated value (Inc. GST) *	Estimated extension(s) value (Inc. GST, if any)	Total estimated value (Inc. GST)
\$41,571,581.27	\$44,524,518.24	\$86,096,099.51

Basis of cost estimation

Cost estimate is based on the current contract labour rates and estimated 2% annual increase to supply 46,000hrs of effort. Total price includes estimated Materials/Consumable and ad-hoc work. Labour and Material cost will be funded by DST/RSD funds and ad-hoc orders will be funded by project funds. Initial contract is for 5 years with potential to extend for another 5 years. (2+2+1 year options)

Specialist advice - Finance

The proposed funding source for the procurement.

Is there a currently available funding source for the total amount estimated to become payable under this arrangement, consistent with the purpose for which it was allocated? *

☒ Yes ☐ No

Provide details of source of funding *

Labour and Material cost will be funded by DST/RSD Discretionary funds. Ad-hoc orders will be funded by project funds as required.

Has the Group/Finance Officer been consulted in relation to the funding allocated for this procurement activity? *

☒ Yes ☐ No

Has Funds Availability been sourced? *

☒ Yes ☐ No

Printed name *

s47E(d)

Position *

A/Assistant Director Finance

Date *

25 Feb 19

Application of Commonwealth Indigenous Procurement Policy (IPP)

Note to drafters: The Commonwealth Indigenous Procurement Policy (Issued 1 July 2015) provides guidance on the application of the policy and the specific IPP requirements that require compliance by Defence. The IPP details the Defence obligations for applying IPP - specifically in relation to (i) the mandatory set-aside of certain Commonwealth contracts, or (ii) minimum requirements for certain Commonwealth contracts.

Where these obligations for applying IPP are applicable, a procurement is exempt from Division 2 of the CPRs.

Current Defence Procurement Policy advice in relation to IPP is available through the CASG Procurement and Contracting Policy and Practice intranet web-page. [Indigenous-Procurement](#)

Does the IPP apply to your procurement?

☐ Yes ☒ No ☐ Don't Know

External Service Providers *

Is the procurement to engage Contractors, Consultants of External Service Providers in line with [Engaging Contractors, Consultants and Outsourced Service Providers - Decision Making Governance Fact Sheet](#).

☒ Yes ☐ No

Please provide the name and position of the person who provided SES/Star Rank approval to approach to market.

Printed name *

s47E(d)

Position *

A/CRSD

Date *

01 Mar 19

Procurement method *

(The procurement method is consistent with the CPRs and mandatory Defence and Whole of Government procurement policies)

Procurement method selected

What is the proposed procurement method?

☒ Open tender

☐ Limited tender

☐ Order under an existing standing offer (enter detail below)



Request documentation *

Is the draft request documentation consistent with the approved procurement strategy, business case or consistent with the scope and procurement method outlined above?

☒ Yes ☐ No

Value for money and consideration *

How will this method of procurement deliver value for money?

The open tender approach with full public exposure to the current market will potentially provide more value for money through competition.

Although there is potential for unnecessary effort by clearly unsuitable companies, this can be partly addressed by highlighting DST's needs in respect of corporate capability, capacity, expertise and financial standing in advertising and tender documentation.

Specialist advice -

Note to drafters: For procurements undertaken by CASG, officials providing the endorsement should consult with and seek advice from Materiel Procurement Branch in CASG. For all other Non Materiel Procurements, the official providing the endorsement should consult with and seek endorsement from the AS Non Materiel Procurement.

Has specialist legal advice (Defence Legal or External Legal Service Provider) been sought in relation to the procurement or the proposed request documentation?

☐ Yes ☒ No ☐ N/A

If NO selected, document why specialist advice was not sought.

NMPB is assisting DST in establishment of this contract. NMPB will assist DST if legal advice is required.

Assessment of risk associated with the procurement

Has a risk assessment been conducted?

☒ Yes ☐ No

The relevant risk assessment report should be attached, or details of significant risks and risk mitigation strategies should be documented, and the assessed overall risk rating for the procurement provided.

Overall risk rating

Medium

Attach documentation

ASNMP endorsement

Endorsement number

ETP_4593_DSTG_RS

Activity Number

4593

Tracking Date

3

15 Mar 19

Considerations/Conditions

Requirement

DST Group has a requirement for the provision of an on-site engineering support services provider to augment the current APS workforce across five technology areas - Mechanical Design, Mechanical Manufacturing, Electronics Design, Electronics Manufacturing and Applied Imaging.

s47E(d)

The scope of the services will remain fundamentally the same, with the contractor providing core hours of engineering services to support a number of DST research activities, and various DST Divisions able to request any additional support via survey and quote. DST is considering the inclusion into the SOW of the additional support services project



management, trial management, laboratory/workshop/facility operation and management, and metrology support.

Estimate

The estimated whole of life value of the procurement, including all extension options, is \$86.1m (inc GST) for the entire potential term of 10 years (initial 5 year term with up to 5 additional years). The estimated procurement value has been calculated using the current contract rates plus a CPI margin.

Noting the estimated value of the procurement, the Delegate should be aware of the requirement, should the value of the contract increase to require the commitment of relevant money of \$100m or more, for the proposal to be either considered by the CFO and authorised by the Finance Minister, or considered by the National Security Committee of Cabinet or Cabinet itself.

NMPB Support

A procurement project team has been established by DST, with NMPB support integral to the team from initial planning, which will continue through the finalisation of an RFT, approach to market, evaluation, negotiation and contract execution. The procurement support includes a procurement lead responsible for the primary engagement and documentation preparation, as well as a commercial analyst overseeing the pricing and other commercial elements, with Director oversight. NMPB will be represented on a project Steering Committee (when established).

Request Documentation

NMPB is working closely with the business area to develop the RFT, inclusive of an updated draft SOW. The draft RFT documentation is being developed using the ASDEFCON Support template, with current contract material (including the SOW) updated and transferred into the Support form.

In accordance with Defence Procurement Policy Directive 41, a Tender Evaluation Plan (TEP) is required for all competitive procurement processes to ensure the evaluation of a procurement activity is conducted according to the Commonwealth Procurement Rules (CPRs). It is considered good procurement practice to approve the TEP prior to approaching the market and aligning the TEP with the request documentation, particularly for procurements at or above the relevant procurement threshold however the TEP must be approved prior to the opening of submissions. An Evaluation Team, consisting of DST and NMPB representatives, will be established and will be responsible for the management of all evaluation documentation, detailed and comparative evaluation of tenders and presentation of a final Tender Evaluation Report for consideration and approval by the relevant Section 23 delegate.

The delegate should note that it is a mandatory reporting requirement that AusTender be updated within 42 days of entering into or amending a contract valued at or above the reporting threshold (\$10,000). Additionally, noting the intended structure and operation of the contract, DST will need to set up an Outline Agreement to link the contract price (for core hours) and the multiple purchase orders (for non-core) to meet reporting requirements.

Procurement Method

NMPB considers that the open tender procurement approach selected is suitable for the attraction of responses from suitable industry parties, is in accordance with the CPRs and DPPM, and appropriate consideration has been given to ensure the likelihood of a VFM outcome with this procurement method.

Indigenous Procurement Policy

While the IPP does not apply to this procurement, the project team has agreed to incorporate the Minimum Mandatory Requirements into the RFT documentation in the interests of attracting and building indigenous capability into the contracted solution.

Risk

The business area has prepared a Risk Management Plan and maintains an overall Project Risk Register. The overall level of risk has been assessed as Medium. It is recommended that the risk assessment be provided to the Line Manager assessing this ETP to ensure that any risks associated with the procurement have been identified and mitigation strategies applied. Further risks were identified at a Smart Buyer workshop.

Smart Buyer

While not subject to the Smart Buyer process due to the procurement value estimate being below \$100m, a Smart Buyer workshop was requested to further inform the procurement process. Conducted on 15 Apr 19, risks and opportunities were assessed across the categories (acquisition only, not sustainment) of Industry Capability, Commercial, Financial, Schedule, Workforce, and Management and Governance.



The highest risk categories identified were Commercial (High) and Schedule (Med-High).

The project is continuing to review the Smart Buyer recommendations and making changes to documentation and procurement approach as necessary. The primary commercial issues identified included the application of performance indicators to a service with unique dynamics, the application of incentives for greater value and gain share of benefits achieved, and managing the (complexity of) evaluation of responses to these initiatives. These have been further assessed and some matters settled through commercial discussions. It is considered that the RFT will include questions tailored to identify industry thinking in responses which may be considered for incorporation, rather than for the RFT to reflect a final position. The evaluation will need to be suitably designed to facilitate this approach. The schedule risks identified related to settling these issues and reflecting the outcomes in the RFT.

Specialist Advice

Additional Legal and Probity specialist support has been sought for the project. A Defence Legal internal resource has been allocated to conduct an overview of the request documentation and to provide specific advice in relation to any liability and insurance issues. Noting the strong relationship that has developed between the incumbent and DST, external probity adviser services is being engaged to assist to separate the procurement process from business as usual and to provide specific advice on the management of any actual or perceived conflicts.

NMP endorses this procurement and considers it complies with the Defence Procurement Policy Manual (DPPM), the Commonwealth Procurement Rules (CPRs) and other relevant procurement policy.

Procurement endorsed by ASNMP?

☒ Endorsed (subject to the considerations / conditions (if any) above) ☐ Not Endorsed

Noting final endorsement is the responsibility of line management (below)

Printed name *	Position *	Date *
s47E(d)	AS NMP	05 Jul 19
Signature *		
s47E(d)		

Line management endorsement *

I endorse that

- ☒ the scope of the requirement is appropriate and supports the approved business requirement;
- ☒ the procurement method is consistent with the CPRs and mandatory Defence and Whole of Government procurement policies;
- ☒ the draft request documentation is consistent with the approved acquisition or procurement strategy (if any);
- ☒ there is an adequate funding source for the procurement and that the proposed commitment of relevant money is consistent with the purpose for which they were allocated;
- ☒ where specialist advice has been sought, identified risks have been considered;
- ☒ a risk assessment has been undertaken (where appropriate); and
- ☒ I have consulted with the intended FINMAN2 Schedule 1 Commitment Approval Delegate for this procurement (if this Delegate is somebody other than myself).

Line Manager's Comments

Consulted CRSD, s47E(d) and A/CRSD, s47E(d) I also consulted s47E(d) from NMPB, CASG

By signing this form I confirm that I have noted the considerations/conditions raised by ASNMP.



Line manager

Where the Approach to Market will be conducted through AusTender the [AE109-1 - Approach to Market Data Entry](#) must be completed.

Printed name *

s47E(d)

Position *

PLSES

Date *

24 Jul 19

Signature *

s47E(d)



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ASDEFCON (Support)

PART 1

PART 1 – CONDITIONS OF TENDER

TENDER DETAILS SCHEDULE

RFT Number:	4593						
RFT Name:	PROVISION OF ENGINEERING SUPPORT SERVICES						
Division 2 of CPRs:	The additional rules detailed in Division 2 of the CPRs do apply to this procurement.						
Contact Officer: (clause 2.3)	<table> <tr> <td>Name:</td><td>s47E(d)</td></tr> <tr> <td>Address:</td><td>Edinburgh Parks Building 2 EP2-1-EW PO Box 1500 Edinburgh SA 5111</td></tr> <tr> <td>Email:</td><td>s47E(d) @defence.gov.au</td></tr> </table>	Name:	s47E(d)	Address:	Edinburgh Parks Building 2 EP2-1-EW PO Box 1500 Edinburgh SA 5111	Email:	s47E(d) @defence.gov.au
Name:	s47E(d)						
Address:	Edinburgh Parks Building 2 EP2-1-EW PO Box 1500 Edinburgh SA 5111						
Email:	s47E(d) @defence.gov.au						
Industry briefing: (clause 2.6)	<p>The Commonwealth will hold an industry briefing at 10:00am AEST on 22 August 2019 in Melbourne at the following location:</p> <p>Defence Science and Technology Group 506 Lorimer Street Port Melbourne VIC 3207</p> <p>You are requested to register your interest to attend this briefing by 5 pm AEST on 19 August 2019 by emailing the contact officer nominated with the following details for each person attending:</p> <ul style="list-style-type: none"> • full name; • date of birth; • nationality; • place of birth; • company/organisation name and address; • position title; • mobile telephone number; and • email address. <p>Each organisation will be limited to 3 participants. The Commonwealth may exclude a person from attending the industry briefing if the person has not registered by this date.</p> <p>Photo ID will be required on the day to obtain a visitors pass, and to gain admission.</p> <p>The decision to register is a matter for your organisation. Not attending this industry briefing will not exclude your organisation from participating in the RFT. You are under no obligation to register and any registration is done on a voluntary basis.</p>						
Closing Time: (clause 2.7.3)	2:00pm local time in the Australian Capital Territory (ACT) on 23 October 2019.						

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PART 1

Format: (clause 2.7.4)	For TDR B (Tenderer's Deed of Undertaking): searchable PDF For TDR D (Price and Payment): Microsoft Excel as well as a searchable PDF: For all other TDRs: Microsoft Word
Tender Validity Period: (clause 2.8)	150 days after the Closing Time (as extended under clause 2.8, if applicable).
Tender Presentation Location (clause 3.1)	DST Group 506 Lorimer Street Port Melbourne, VIC 3207
Minimum Content and Format Requirements: (clause 3.3)	Tenders (including all attachments, annexes and supporting documentation) are to be written in English. All measurements in tenders are to be expressed in Australian legal units of measurement unless otherwise specified. Tenders are to include a PDF copy of the Tenderer's Deed of Undertaking in the form of Annex B to the TDRL duly signed by the tenderer. Tenders are to include an Indigenous Participation Plan in accordance with the Indigenous Procurement Policy.
Conditions for Participation: (clause 3.4)	Clause 1.9 Statement of Tax Record; Clause 2.5 Defence Security Requirements.

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ASDEFCON (Support)

RFT 4593 – Provision of Engineering Support Services

1 GENERAL CONDITIONS

1.1 Interpretation of Request For Tender

1.1.1 The Request for Tender (RFT) comprises:

- a. Part 1 - Conditions of Tender (COT) (including the Tender Details Schedule), the TDRL at Attachment A to the COT and the annexes to the TDRL;
- b. Part 2 - draft COC and attachments; and
- c. Part 3 - draft SOW and annexes.

1.1.2 This RFT is an invitation to treat and, to the extent permitted by law, no binding contract (including process contract) or other understanding on any basis whatsoever will exist between the Commonwealth and a tenderer unless and until a contract is signed by the Commonwealth and the successful tenderer. To the extent permitted by law, the Commonwealth has no liability to the tenderer for any compensation on any basis whatsoever in connection with the tenderer's participation in this RFT.

1.1.3 Clause 1.1.2 does not apply to:

- a. the Tenderer's Deed of Undertaking executed by a tenderer;
- b. a confidentiality deed executed by a tenderer; or
- c. 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 this RFT, unless the contrary intention appears, words, abbreviations and acronyms have the 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:

- a. COT (including the Tender Details Schedule);
- b. TDRL and the annexes to the TDRL; and
- c. draft Contract in accordance with clause 1.6 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 further information on AusTender.

1.2.1 The Commonwealth may amend this 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 the RFT.

1.3 Termination, Suspension or Deferral of RFT

1.3.1 Without limiting its other rights under this RFT, at law or otherwise, the Commonwealth may suspend, defer or terminate the RFT process where the Commonwealth determines that:

- a. it is in the public interest to do so;
- b. no tender represents value for money;
- c. no tenderer satisfies the Conditions for Participation specified in the Tender Details Schedule, if any;

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- d. no tenderer meets the essential requirements, if any, at clause 3.5; or
 - e. no tenderer is fully capable of undertaking the Contract,
- and the Commonwealth will notify tenderers to this effect.

1.4 Other Commonwealth Rights

1.4.1 Without limiting its other rights under this 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:

- a. if the tenderer is, or was, the contractor or an approved subcontractor under a contract that is, or becomes at any stage during the RFT process, a Project of Concern. For the purposes of this clause 1.4.1, 'tenderer' also encompasses any Related Body Corporate, proposed Subcontractor or Related Body Corporate, or special purpose vehicle (in which any of these entities have been involved), and for the purposes of the COT, 'Project of Concern' means any project or sustainment activity identified by the Minister for Defence as a Project of Concern;
- b. if an Insolvency Event occurs in relation to the tenderer or any of its Related Bodies Corporate;
- c. if the tender is incomplete or clearly non-competitive; or
- d. a representation or warranty given by the tenderer in its tender is false or misleading.

1.4.2 Any time or date in this RFT is for the convenience of the Commonwealth. The establishment of a time or date in this RFT does not create an obligation on the part of the Commonwealth to take any action or exercise any right established in the RFT or otherwise.

1.5 Australian Government Requirements

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

<http://www.defence.gov.au/casg/DoingBusiness/ProcurementDefence/ContractingWithDefence/PoliciesGuidelinesTemplates/ContractingTemplates/asdefcon.aspx>.

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 decisions under appeal or instances where the period for appeal or payment/settlement has not expired) relating to unpaid employee entitlements where the entitlements remain unpaid.

1.5.2 Tenderers should familiarise themselves with the following Commonwealth policies:

- a. Conflicts of Interest; Gifts, hospitality and sponsorship; Notification of Post Separation Employment; Required behaviours in Defence; Incident reporting and management; and ethical relationship policies as detailed in DI(G) PERS 25-6, DI(G) PERS 25-7, DI(G) PERS 25-4, Interim Defence Instruction PERS 35-3, Interim Defence Instruction ADMIN 45-2 and *Defence and the Private Sector – An Ethical Relationship*;
- b. ADF alcohol policy detailed in DI(G) PERS 15-1;
- c. Public Interest Disclosure policy detailed at:
<http://www.ombudsman.gov.au/Our-responsibilities/making-a-disclosure>
- d. Performance Exchange Program functional policy as detailed at:
<http://www.defence.gov.au/casg/DoingBusiness/Industry/Industryprograms/PerformanceExchangeScorecard/default.aspx>.

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1.6 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 is to 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>

- 1.6.1 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 2012 (Cth).

1.7 Indigenous Procurement Policy

Note to tenderers: The Indigenous Procurement Policy is available from the Department of the Prime Minister and Cabinet at https://www.pmc.gov.au/sites/default/files/publications/factsheet_ipp_overview_1.pdf

- 1.7.1 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).

- 1.7.2 If any resultant Contract is a High Value Contract, the mandatory minimum requirements for Indigenous participation will apply.

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.

- 1.8.2 Not used.

1.9 Statement of Tax Record

Note to tenderers: The Black Economy Procurement Connected Policy imposes obligations on the Commonwealth to obtain from tenderers satisfactory and valid STRs. Further information about the requirements arising under the Black Economy Procurement Connected Policy is available from the Department of Treasury at <https://treasury.gov.au/review/black-economy-procurement-connected-policy>.

- 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 A-1.
- 1.9.2 If the tender includes an STR receipt issued by the Australian Taxation Office confirming that the STRs required under Table A-1 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 A-1 (or an STR receipt confirming that the STRs required under Table A-1 were requested prior to the Closing Time) of any entity that the tenderer proposes to engage as a direct Subcontractor, 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.

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2 TENDER PREPARATION AND LODGEMENT

2.1 Tenderers to Inform Themselves

- 2.1.1 The tenderer may rely on information in this RFT, or any information communicated or provided to tenderers during this RFT process, for the purposes of preparing its response to this RFT.
- 2.1.2 Subject to clause 2.1.1, the Commonwealth makes no representations or warranties that the information is, or will be, accurate, current or complete.
- 2.1.3 Tenderers are solely responsible for:
- a. examining this RFT, any documents referenced in or attached to this RFT and any other information made available by the Commonwealth to tenderers in connection with the RFT process;
 - b. obtaining and examining all further information which is obtainable by the making of reasonable inquiries and inspections relevant to the risks, contingencies, and other circumstances having an effect on their tenders;
 - c. seeking clarification where further information has been communicated or provided to tenderers, or otherwise communicated by the Commonwealth, which is or appears to be inconsistent with the information in this RFT; and
 - d. satisfying themselves that their tender (including tendered prices) is accurate, complete and not misleading.
- 2.1.4 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 the Defence Export Control Office (DECO) via email at deco@defence.gov.au. Further information on Australian export controls may be found at <http://www.defence.gov.au/deco>.

- 2.1.5 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 to the TDRL and 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 volume is to be indicated in that volume.

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 the substance of the proposed tender.

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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 industrial 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 Not used.
- 2.4.3 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 the tender 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

- 2.6.1 An industry briefing will be conducted in accordance with the details specified in the Tender Details Schedule.
- 2.6.2 Industry briefings are conducted for the purpose of providing background information only. Tenderers should note the effect of clause 1.2.1 and 2.1.4. Tenderers should not rely on a statement made at an industry briefing as amending or adding to this RFT unless that amendment or addition is confirmed by the Commonwealth in writing.

2.7 Lodgement of Tenders

Note to tenderers: The Closing Time will also 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, processes, procedures and recommendations as advised on AusTender at <https://www.tenders.gov.au/?event=public.termsOfUse>.
- 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).

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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:

- a. sufficiently identify the tenderer by including their name; and
- b. 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 The Commonwealth may require a tenderer to execute a Deed of Confidentiality in the form at Annex B to Attachment I of the draft COC (or such other form required by the Commonwealth) before being provided with some or all of the information included in relation to the RFT. Whether or not such a deed is required, and without limiting a tenderer's obligations under the deed, 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:

- a. 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 the 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.

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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 and 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 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 not consider a tender for part of the Services.
- 2.14.2 Without limiting the Commonwealth's rights, the Commonwealth intends to enter into a contract with a single legal entity that will be the party responsible for the performance of any resultant Contract. If tenderers submit a consortium tender for the Services, the consortium tender is to:
- a. include in the tender the information sought in the RFT for each member of the consortium;
 - b. describe in detail in the tender the relationship between each member of the consortium and the structure proposed for management of the consortium, including nominating a single point of contact for all communications in relation to this RFT;
 - c. provide in the tender that each member of the consortium will be jointly and severally liable for the performance of all members of the consortium under any resultant Contract or that one member of the consortium will be fully liable for the performance of all members of the consortium; and
 - d. include such other information that the Commonwealth requires to undertake a risk assessment of the proposed consortium tender.
- 2.14.3 The Commonwealth will not consider a joint tender other than a tender submitted in accordance with clause 2.14.2. A reference to tenderer in this RFT is a reference to each member of the consortium.

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. Any alternative proposal is to be submitted in accordance with this clause 2.15.

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- 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. is clearly identified as an alternative proposal submitted under this clause 2.15;
 - c. complies with all essential requirements identified in the RFT;
 - d. is 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 (including the achievement of Key Requirements) 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 the RFT.

2.16 Substitution of Tenderer

- 2.16.1 If during the period following the submission of the tender and prior to execution of any resultant Contract with the successful tenderer, there occurs:
- a. an Insolvency Event in respect of the tenderer; or
 - b. any other event that has the effect of substantially altering the composition or control of the tenderer or the business of the tenderer,
- the Commonwealth may allow, on such terms as the Commonwealth considers appropriate, the substitution of that tenderer with another legal entity upon receipt of a joint written request from or on behalf of the tenderer and the other legal entity.
- 2.16.2 If no request for substitution is made, or the Commonwealth chooses not to allow the substitution under clause 2.16.1, the Commonwealth may decide not to consider the tender any further or, in considering it, may take into account the impact of the event on the information provided in the tender.
- 2.16.3 If the Commonwealth allows the substitution under clause 2.16.1, the Commonwealth will evaluate the tender in its original form prior to the event, except that the impact of the event on the information provided in the tender may be taken into account.

3 EVALUATION OF TENDERS

3.1 Tender Presentations

- 3.1.1 The Commonwealth may, after the Closing Time specified in the Tender Details Schedule and having provided tenderers with reasonable notice, require any or all tenderers to provide a presentation on their respective tenders at the Tender Presentation Location specified in the Tender Details Schedule.

3.2 Evaluation and Process

- 3.2.1 Tenders will be evaluated on the basis of best value for money consistent with Commonwealth procurement policies, utilising the tender evaluation criteria at clause 3.11.1.
- 3.2.2 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;

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- c. seek clarification or additional information from, and enter into discussions with, any or all of the tenderers in relation to their tender;
 - d. shortlist one or more tenderers;
 - e. conduct Offer Definition and Improvement Activities (ODIA); or
 - f. visit the tenderers' or proposed Subcontractors' facilities.
- 3.2.3 In assessing tenders, the Commonwealth may take into account any supporting documentation provided under clause 2.2.2 and 3.2.2a.
- 3.3 Minimum Content and Format Requirements**
- 3.3.1 Subject to clause 2.10, the Commonwealth will exclude a tender from further consideration if the Commonwealth considers that the tender does not comply with any of the Minimum Content and Format Requirements specified in the Tender Details Schedule.
- 3.4 Conditions for Participation**
- 3.4.1 The Commonwealth will exclude a tender from further consideration if the Commonwealth considers that the tenderer does not comply with any of the Conditions for Participation specified in the Tender Details Schedule.
- 3.5 Essential Requirements**
- 3.5.1 The Commonwealth will exclude a tender from further consideration if the Commonwealth considers that the tender does not comply with a requirement identified as essential in the draft SOW.
- 3.6 Offer Definition and Improvement Activities**
- 3.6.1 The Commonwealth may, as part of the RFT process, conduct ODIA with one or more tenderers in order to clarify, improve and maximise value for money of tenders for the Commonwealth.
- 3.6.2 Where the Commonwealth elects to conduct ODIA, the Commonwealth may issue an ODIA process document to tenderers shortlisted to participate in the ODIA process that provides further details of the ODIA process and specific terms and conditions governing the ODIA process.
- 3.6.3 The Commonwealth may refuse to conduct, or to further conduct, ODIA with a tenderer if the tenderer fails to comply with the requirements of a process document issued to the tenderer under clause 3.6.2.
- 3.6.4 ODIA may include the following:
 - a. clarification;
 - b. submission of additional information;
 - c. discussions with tenderers;
 - d. provision of feedback to tenderers;
 - e. workshops;
 - f. site visits;
 - g. improved definition and refinement of draft plans and programs;
 - h. assessment of capabilities; and
 - i. submission of final tenders upon completion of ODIA.
- 3.6.5 As part of the ODIA process, the Commonwealth may make changes to the draft Contract and require tenderers to amend their tenders to reflect the changes.
- 3.6.6 Without limiting clause 1.1.4, the Commonwealth will not be responsible for any costs or expenses incurred by any tenderer in participating in the ODIA process.

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3.7 Negotiation

- 3.7.1 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.

3.8 Preferred Tenderer Status

- 3.8.1 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.

3.9 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:

<http://www.defence.gov.au/casg/DoingBusiness/ProcurementDefence/ContractingWithDefence/PoliciesGuidelinesTemplates/ProcurementGuidance/costprinciples.aspx>.

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

3.10 Debriefing of Tenderers

- 3.10.1 Tenderers will be notified whether they have been successful or unsuccessful and may request an oral tender debriefing. Tenderers requiring a debriefing should contact the Contact Officer specified in the Tender Details Schedule.
- 3.10.2 Tenderers will be debriefed against the evaluation criteria contained in clause 3.11.1.

3.11 Tender Evaluation Criteria

- 3.11.1 Subject to clause 3.2 the criteria to be applied for the purposes of evaluation are those set out in column (a) in the following table. The criteria are not in any order of importance. For each of these criteria, column (b) in the table sets out an indicative, non-exhaustive list of the subordinate criteria to be applied in the evaluation of that criterion. The evaluation items that the Commonwealth may take into account when assessing tenders against key criteria and subordinate criteria are listed in column (c).

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Key Criteria Column (a)	Subordinate Criteria Column (b)	Evaluation Items Column (c)
<p>1. the suitability of the tenderer to perform the obligations in the draft Contract.</p> <p>Note to tenderers: If the Commonwealth takes an adverse view of tenderer past performance or proposes to exclude the tenderer from further consideration based on information collected under this criterion, the Commonwealth may request further information from the tenderer in accordance with clause 3.2.2c.</p>	<p>a. past performance of contractual obligations by the tenderer, including involvement in any contract that is or has been listed as a Project of Concern. For the purposes of this subordinate criterion, tenderer also encompasses any Related Body Corporate, proposed Subcontractor or their Related Body Corporate, or special purpose vehicle (in which any of these entities have been involved).</p> <p>b. past performance and/or demonstrated commitment in relation to increasing Indigenous participation, including, where relevant, by having regard to the Tenderer's past compliance with any mandatory minimum requirements.</p> <p>c. the nature and health of the tenderer's or proposed Subcontractors' previous contractual relationships and behaviour.</p> <p>d. the proposed corporate structure of the tenderer and proposed Approved Subcontractors, including for any Related Bodies Corporate, and the financial viability of the tenderer and proposed Approved Subcontractors to fulfil Contract obligations.</p>	<ul style="list-style-type: none"> • Tenderer's Profile, Annex A • Schedule of Proposed Subcontractors, Annex A • Statement of Non-Compliance, Annex A • Commitment Letter, Annex C • Business Resource Planning, Annex C • Agency Arrangements, Annex D • Past Performance, Annex E • Organisational structure and relation with Subcontractors (in draft SSMP), Annex G • Performance Exchange Scorecard • Financial Reports (from credit agencies) • Information otherwise obtained by the Commonwealth
<p>2. the extent to which the tenderer is assessed as being able to provide the Services necessary to meet the requirements of the draft SOW and the assessed technical risks relating to entering a Contract with the</p>	<p>a. the extent to which the tenderer's overall management proposal for provision of Services meets the requirements of the draft SOW.</p> <p>b. the extent to which the tendered solution is capable of providing the Services in accordance with the requirements of the draft Contract, including the SOW.</p>	<ul style="list-style-type: none"> • Tenderer's Profile, Annex A – Clause 2.1 a to c • Statement of Non-Compliance, Annex A • Schedule of Proposed Subcontractors, Annex A • Business Resource Planning, Annex C • Key Staff Positions, Annex E

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Key Criteria Column (a)	Subordinate Criteria Column (b)	Evaluation Items Column (c)
tenderer that are acceptable to the Commonwealth.	c. the extent to which the tendered solution is capable of achieving the rate(s) of effort and levels of performance (including those measured using Performance Measures) required by the Contract.	<ul style="list-style-type: none"> • Risk Management, Annex E • Past Performance, Annex E • Quality Statement, Annex E • Problematic Substances and Problematic Sources, Annex E • Government Furnished Material, Annex E • Government Furnished Facilities, Annex E • Government Furnished Services, Annex E • Performance Management, Annex E • Draft Support Services Management Plan, Annex G • Draft Phase In Plan, Annex G • Environmental Management Statement, Annex G • Work Health and Safety Management Statement, Annex G • Statement of Relevant Experience, Annex G • Statement of Technical Experience, Annex G
3. the tendered prices and pricing structure for the draft Contract, and the tendered response to reducing the total cost of ownership to Defence.	a. the compliance with the Commonwealth proposed payment schedules. b. the compliance with the price and payment provisions, including the degree of exposure to adjustments for fluctuation in exchange rates and inflation.	<ul style="list-style-type: none"> • Statement of Non-Compliance, Annex A • Price and Payment Schedule, Annex D • Adjustments for Exchange Rate Fluctuations, Annex D • Adjustment for Fluctuations in the Cost of Labour and Materials, Annex D

Conditions of Tender

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Key Criteria Column (a)	Subordinate Criteria Column (b)	Evaluation Items Column (c)
	<p>c. the assessed value to Defence of the proposed pricing structure, the allocation of work to payment methods, and whether the pricing structure is assessed as reflecting the risk profile for the Services.</p> <p>d. the compliance of the tenderer's response with the Commonwealth's proposed financial arrangements relating to Performance Measures and the assessed level of risk relating to compliance.</p> <p>e. the credibility of the tenderer's proposed Continuous Improvement and Efficiency Program for reducing the Total Cost of Ownership.</p>	<ul style="list-style-type: none"> Performance Management, Annex E Draft DIP Plan, Annex H Continuous Improvement and Efficiency, Annex E
4. the extent to which the tender satisfies the commercial requirements of the draft Contract and the assessed commercial risks relating to entering into a Contract with the tenderer that is acceptable to the Commonwealth.	<p>a. the extent to which the proposed Technical Data and Software rights would enable the Commonwealth to achieve the sustainment objectives for the Products Being Supported.</p> <p>b. the extent to which the tenderer's proposal in relation to DIP will achieve the DIP requirements of the draft Contract and the long-term objectives of DIP.</p> <p>c. the extent to which the tenderer's proposal will achieve economic benefit for the Australian economy.</p> <p>d. the extent to which the Tenderer's proposed Indigenous Participation Plan will meet the mandatory minimum requirements.</p> <p>e. the compliance with the draft Contract.</p>	<ul style="list-style-type: none"> Tenderer's Profile, Annex A Schedule of Subcontractors, Annex A Statement of Non-Compliance, Annex A Liability, Annex C Insurance, Annex C Defect Rectification, Annex C Confidential Information, Annex C Commitment Letter, Annex C Draft Support Services Management Plan, Annex G Indigenous Participation Plan, Annex I Draft DIP Plan, Annex H

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Key Criteria Column (a)	Subordinate Criteria Column (b)	Evaluation Items Column (c)
	f. the extent to which the tendered proposal promotes sound, healthy relationships between the Commonwealth, the tenderer, proposed Subcontractors, and Associated Parties.	<ul style="list-style-type: none"> • Price and Payment Schedule, Annex D • Draft Technical Data List • Draft Technical Data and Software Rights Schedule

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TENDER DATA REQUIREMENTS LIST

Tender Data Requirement Number	Tender Response Volume
	Overview
A-1	Executive Summary
A-2	Tenderer's Profile
A-3	Schedule of Proposed Subcontractors
A-4	Statement of Non-Compliance
B	Tenderer's Deed of Undertaking
	Commercial
C-1	Importation of Services and Export Approvals
C-2	Liability
C-3	Insurance
C-4	Defect Warranty and Latent Defects
C-5	Intellectual Property
C-6	Confidential Information
C-7	Business Resource Planning
C-8	Commitment Letter
	Financial
D-1	Price and Payment Schedule
D-2	Adjustments for Fluctuations in the Cost of Labour and Materials
D-3	Agency Arrangements
	General
E-1	Past Performance
E-2	Key Staff Positions
E-3	Risk Management
E-4	Quality Statement
E-5	Problematic Substances and Problematic Sources
E-6	Government Furnished Material
E-7	Government Furnished Facilities
E-8	Government Furnished Services
E-9	Performance Management
E-10	Continuous Improvement and Efficiency
	Support Services Management
G-1	Support Services Management
G-2	Phase In

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Tender Data Requirement Number	Tender Response Volume
G-3	Environmental Management Statement
G-4	Work Health and Safety Management Statement
G-5	Statement of Relevant Experience
G-6	Statement of Technical Experience
H-1	Defence Industry Participation Plan
I-1	Indigenous Participation Plan

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ANNEX A TO ATTACHMENT A

OVERVIEW

1. EXECUTIVE SUMMARY

1.1 Tenderers are to provide an executive summary of their tender.

1.2 The executive summary is not to contain pricing information.

Note: Information in this Executive Summary will not be used for evaluation purposes.

2. TENDERER'S PROFILE

2.1 Tenderers are to provide the following information:

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

Financial Statements Presubmittal Program or Approved Contractor Viability Program

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

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

<http://www.defence.gov.au/casg/DoingBusiness/ProcurementDefence/ContractingWithDefence/PolicyGuidelinesTemplates/ProcurementGuidance/FSPPACVP.aspx>

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

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

- a. the following details of the tenderer, as applicable:
 - (i) the full name of the tenderer;

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- (ii) any trading or business name;
 - (iii) if a company, the registered office, principal place of business and an outline of the company structure;
 - (iv) the date and place of incorporation;
 - (v) individual shareholders holding 20 percent or more of any issued share capital;
 - (vi) particulars of any foreign national or foreign bodies or organisations in a position to exercise or influence control over the tenderer;
 - (vii) Related Bodies Corporate;
 - (viii) for a foreign firm or company, details of its registration, incorporation and place of business in Australia, the name of any Australian representative and its ABN (if any); and
 - (ix) if an Australian company, its ACN/ARBN and ABN as applicable.
- b. copies of Annual Statement of Financial Position, Income Statement and Statement of Cash Flows, with the appropriate accompanying notes for the three previous financial years. If the tenderer is part of a group of companies, those documents or the equivalent information is to relate to the tenderer as a single entity, unless granted relief under the relevant Australian Securities and Investments Commission class order.

Tenderers participating in the Financial Statements Presubmittal Program or Approved Contractor Viability Program:

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

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

- 2.4 If the tenderer is a Relevant Employer, the tenderer is to:
- a. provide a current letter of compliance issued by the Workplace Gender Equality Agency (WGEA) as part of its tender; or
 - b. advise that it is a Relevant Employer as part of its tender and provide a current letter of compliance issued by WGEA prior to executing any resultant Contract with the Commonwealth.
- 2.5 For the purposes of clause 2.4, Relevant Employer means an employer who has been a Relevant Employer under the Workplace Gender Equality Procurement Principles for a period of not less than 6 months. The Supplier will continue to be obligated as a Relevant Employer until the number of its employees falls below 80.

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Note to tenderers: The Black Economy Procurement Connected Policy imposes obligations on the Commonwealth to obtain satisfactory and valid STRs from tenderers. Further information about the requirements arising under the Black Economy Procurement Connected Policy is available from the Department of Treasury at <https://treasury.gov.au/review/black-economy-procurement-connected-policy>.

2.6 Tenderers are to:

- a. provide as part of their tender any of the following STRs that are applicable to the tenderer; and
- b. in accordance with clause 1.9.3 of the Conditions of Tender, obtain and hold any of the following STRs that are applicable to a relevant Subcontractor:

Table A-1: Tenderer / Subcontractor STR requirements

If the tenderer / subcontractor (as the case may be) is:	STRs required:
(a)	(b)
a. a body corporate or natural person;	a satisfactory and valid STR in respect of that body corporate or person;
b. a partner acting for and on behalf of a partnership;	a satisfactory and valid STR: <ol style="list-style-type: none"> (i) on behalf of the partnership; and (ii) in respect of each partner in the partnership that will be directly involved in the delivery of any resultant Contract or Subcontract (as applicable);
c. a trustee acting in its capacity as trustee of a trust;	a satisfactory and valid STR in respect of the: <ol style="list-style-type: none"> (i) trustee; and (ii) the trust;
d. a joint venture participant;	a satisfactory and valid STR in respect of: <ol style="list-style-type: none"> (i) each participant in the joint venture; and (ii) if the operator of the joint venture is not a participant in the joint venture, the joint venture operator;
e. a member of a Consolidated Group;	a satisfactory and valid STR in respect of: <ol style="list-style-type: none"> (i) the relevant member of the Consolidated Group; and (ii) the head company in the Consolidated Group;
f. a member of a GST Group;	a satisfactory and valid STR in respect of the: <ol style="list-style-type: none"> (i) the GST Group member; and (ii) the GST Group representative.

2.7 If a tenderer has requested any of the STRs required under clause 2.6 but the STR has not been issued by the Australian Taxation Office prior to the Closing Time, the tenderer is to provide as part of their tender the STR receipt issued by the Australian Taxation Office confirming that the STR was requested prior to the Closing Time.

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3. SCHEDULE OF PROPOSED SUBCONTRACTORS

Draft COC reference: clause 11.9

- 3.1 Tenderers are to provide the details in the format at Table A-2 of all proposed Subcontractors that trigger any of the criteria listed in clause 11.9.3 of the draft COC, including details of any exception for a proposed Subcontractor.
- 3.2 In addition, for each of the proposed Subcontractors that trigger any of the criteria listed in clause 11.9.3 of the draft COC, tenderers are to provide the details set out in clauses 2.1 and 2.2 or 2.3 of this annex.
- 3.3 If a proposed Subcontractor, under the Subcontract, creates or brings IP in significant TD or Software, for example, TD or Software necessary to the ongoing operation, maintenance or disposal of the Product Being Supported (including after the expiry or termination of any resultant Contract), tenderers are to indicate in Table A-2 that an IP Deed will be required from the Subcontractor in accordance with clause 5.10 of the draft COC.
- 3.4 If a proposed direct Subcontractor will provide goods or services with an estimated value of over \$4 million (inc GST) under the Subcontract, the tenderer is to obtain and hold a satisfactory and valid STR from that direct Subcontractor. Tenderers are to identify any such proposed direct Subcontractors in column (i) of Table A-2.

Table A-2: Schedule of Proposed Subcontractors

Proposed Subcontractor and ABN/ACN (if applicable)	Work to be Subcontracted (including technical significance)	CWBS reference (if applicable)	LIA reference (if applicable)	Equipment / Services	Location of work to be performed (incl. postcode)	IP Deed required (Yes/No) (see clause 5.10 of draft COC)	Subcontract Value (\$A) (per annum)	STR required (Yes/No)	Comments
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)
[ANZ Subcontractors]									
[Overseas Subcontractors]									

4. STATEMENT OF NON-COMPLIANCE

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

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

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ANNEX A TO ATTACHMENT A

Table A-3: Statement of Non-Compliance Format

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

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ANNEX B TO ATTACHMENT A

TENDERER'S DEED OF UNDERTAKING

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

This deed poll is made on the **(INSERT DATE)**

BY:

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

1. DECLARATIONS

- 1.1 The Tenderer declares that this deed poll is for the benefit of the Commonwealth of Australia as represented by the Department of Defence ABN 68 706 814 312 ('Commonwealth').
- 1.2 This deed poll is provided in connection with the Request for Tender 4593_DSTG_RS (**RFT**) issued by the Commonwealth and the tender (**Tender**) submitted by the Tenderer in response to the RFT. Terms defined in the RFT will have the same meaning when used in this deed poll.
- 1.3 For the avoidance of doubt, the RFT process includes any ODIA process conducted by the Commonwealth and a reference to a Tender in this deed poll includes a reference to a Tender, or part of a Tender, submitted to the Commonwealth pursuant to any ODIA process.
- 1.4 To the extent applicable, each declaration, undertaking, acknowledgement and agreement of the Tenderer described in this deed poll is restated by the Tenderer at the time of any further submission to the Commonwealth by the Tenderer of the Tender, or part of the Tender, pursuant to any ODIA process.
- 1.5 The Tenderer submits its Tender to provide the Services solicited by the RFT at the prices tendered and, subject to the statement of non-compliance included as part of its Tender, in accordance with the draft Contract.

2. ACKNOWLEDGEMENTS

- 2.1 The Tenderer acknowledges and agrees:
 - a. to the Commonwealth's rights as set out in the RFT and this deed poll, including the Commonwealth's rights to exclude the Tender;
 - b. that the Tender has been prepared in accordance with the RFT and is accurate, complete and not misleading;
 - c. that the Commonwealth can utilise all relevant information about the Tenderer's performance on Commonwealth procurement activities;
 - d. that the Tenderer has conducted and will conduct itself during the RFT process in a manner that is at least consistent with:
 - (i) the Commonwealth's obligations to act in accordance with the applicable Commonwealth procurement framework, for example to ensure certainty of costs and value for money; and
 - (ii) the requirements set out in the 'Promoting Confidence in Defence Procurement Processes' section of the Defence publication Defence and the Private Sector - An Ethical Relationship;
 - e. that the Commonwealth can rely on the Tender in accurately assessing compliance with the RFT, risks and risk management options, and value for money in accordance with the RFT;

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- f. that representations made in the Tender, when incorporated in any resultant Contract, will be fully complied with by the Tenderer;
- g. that the Tenderer has relied entirely upon its own inquiries and inspection in preparing its Tender;
- h. that the Tenderer has not relied on any representation, letter, document or arrangement, whether oral or in writing, or other conduct of the Commonwealth, as adding to or amending the RFT, except for any addendum issued by the Commonwealth that expressly add to or amend the RFT;
- i. that in any resultant Contract the Tenderer will not use ACM in providing the Services and no ACM will be taken onto Commonwealth Premises in connection with providing the Services;
- j. that the Tenderer does not have any judicial decisions against it (including overseas jurisdictions but excluding decisions under appeal or instances where the period for appeal or payment/settlement has not expired) relating to unpaid employee entitlements where the entitlements remain unpaid;
- k. that Defence may provide any information collected or provided during the course of the RFT process (including regarding breaches of workplace relations law, work health and safety law or worker's compensation law) to other Commonwealth agencies or regulatory bodies;
- l. that Defence, as a Commonwealth agency, is subject to legislative and administrative accountability and transparency requirements of the Commonwealth, including disclosures to Ministers and other Government representatives, Parliament and its Committees and the publication of information in respect of the RFT process on the successful Tenderer and information on any resultant Contract on the AusTender website; and
- m. that the Tenderer is aware of the impact of the *Auditor-General Act 1997* (Cth) on its participation in the RFT and on any resultant Contract and any Subcontract under a resultant Contract.

2.2 The Tenderer acknowledges and agrees that:

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

3. ACCEPTANCE

- 3.1 The Tender submitted by the Tenderer in response to the RFT shall remain open for the Tender Validity Period specified in the Tender Details Schedule (as extended under clause 2.8 of the Conditions of Tender, if applicable).
- 3.2 The Tenderer acknowledges and agrees that the Tender is an unconditional offer and, to the extent reasonably possible, the Tenderer will obtain any necessary Authorisations to enable it to enter into any resultant Contract on an unconditional basis.

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ANNEX B TO ATTACHMENT A

4. UNDERTAKINGS AND WARRANTIES

- 4.1 The Tenderer represents and warrants that there has not been and will not be any collusive tendering, anti-competitive conduct, or any other similar conduct by it or its Related Bodies Corporate, or any officer, employee, agent or advisor of any of them, in relation to:
- the preparation or lodgement of tenders;
 - the evaluation and clarification of tenders; and
 - the conduct and content of negotiations, including final Contract negotiations, in respect of the RFT process.
- 4.2 For the purposes of clause 4.1, collusive tendering, anti-competitive conduct, or any other similar conduct may include the disclosure, exchange and clarification of information (in any form) whether or not such information is confidential to the Commonwealth or any other tenderer or any other person or entity.
- 4.3 The Tenderer represents and warrants:
- that the Tender has not been compiled:
 - with the improper assistance of current or former Commonwealth Personnel or Defence Service Providers;
 - with the utilisation of information improperly obtained from the Commonwealth; or
 - in breach of an obligation of confidentiality to the Commonwealth;
 - that it and any Related Bodies Corporate, and their officers, employees, agents and advisers have and will, during the RFT process, comply with any applicable laws (including foreign anti-corruption legislation) or Commonwealth policies regarding the offering of unlawful inducements in connection with their Tender;
 - without limiting clause 4.3a that it and any Related Bodies Corporate have not and will not, without prior written approval from the Commonwealth, permit any current or former Commonwealth Personnel, or Defence Service Provider to contribute to, or participate in, any process or activity relating to the preparation of the Tender or the RFT process, if:
 - the person was involved at any time in the planning of the procurement to which this RFT relates, the preparation of this RFT, or the management of the RFT process; or
 - the person was at any time during the 12 months immediately preceding the date of issue of the RFT involved in a Defence procurement process or activity relevant or related to the RFT; and
 - that the Tenderer is aware of the provisions of the *Australian Consumer Law* (Schedule 2 to the *Competition and Consumer Act 2010* (Cth)), and Division 137 of the *Criminal Code Act 1995* (Cth) and that its Tender does not contain any false, misleading or deceptive misrepresentations, claims or statements.
- 4.4 Except to the extent identified in clause 4.6, the Tenderer represents and warrants that it and any Related Bodies Corporate, and their officers have not been convicted of bribery of Commonwealth, state, territory or foreign government officials during the last seven years.
- 4.5 Except to the extent identified in clause 4.6, the Tenderer represents and warrants that it and its Related Bodies Corporate officers, employees, agents and advisers have no actual, potential or perceived conflict of interest between the interests of the Commonwealth and the Tenderer's interests in relation to the RFT process. The Tenderer agrees to take such steps as the Commonwealth may require to resolve or otherwise deal with a conflict notified under clause 4.6.

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- 4.6 The following conviction for bribery, or actual, potential or perceived conflict of interest currently exist:

[INSERT ANY CONVICTION FOR BRIBERY OF COMMONWEALTH, STATE, TERRITORY OR FOREIGN GOVERNMENT OFFICIALS DURING THE LAST 7 YEARS; INSERT ANY ACTUAL, POTENTIAL OR PERCEIVED CONFLICT OF INTEREST; OR IF NONE EXIST INSERT THE WORDS 'NOT APPLICABLE']

- 4.7 If in relation to the RFT a conflict of interest exists, arises, or appears likely to arise, that the Tenderer has not previously disclosed, the Tenderer must notify the Commonwealth promptly in writing. The Tenderer agrees to take such steps as the Commonwealth may require to resolve or otherwise deal with a conflict notified under this clause or which otherwise comes to the attention of the Commonwealth during the RFT process.

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

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

- 4.9 In addition to clause 4.8, the Tenderer acknowledges and agrees that the Commonwealth may exclude the Tender from further consideration if the Tenderer, any of its Related Bodies Corporate, or any officer of any of them has been convicted of bribery of Commonwealth, State, Territory or foreign government officials during the last seven years.

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

- a. have been found in the past 3 years to have committed a material breach; or
- b. are currently in material breach,

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

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

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

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

- 4.11 The Tenderer represents and warrants that, in accordance with clause 1.9.3 of the Conditions of Tender, it has obtained and holds as at the Closing Time all of the satisfactory and valid STRs required under Table A-1 (or an STR receipt confirming that the STRs required under Table A-1 were requested prior to the Closing Time) of any entity that the Tenderer proposes to engage as a direct Subcontractor, where the total value of the work under the Subcontract is expected to exceed \$4 million (inc GST).

5. SURVIVAL

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

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6. APPLICABLE LAW

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

7. TERMINATION AND AMENDMENT

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

8. CONTACT DETAILS

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

NAME (Block Letters):

TELEPHONE NUMBER:

EMAIL ADDRESS:

Executed as a Deed Poll

(INSERT APPROPRIATE TENDERER'S EXECUTION CLAUSE)

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ANNEX C TO ATTACHMENT A

COMMERCIAL

1. IMPORTATION OF SERVICES AND EXPORT APPROVALS

Draft COC reference: clauses 3.2 and 3.3

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

Requests for advice on the control status of goods and/or services should be forwarded to the Defence Export Control Office (DECO) via email at deco@defence.gov.au. Further information on Australian export controls may be found at <http://www.defence.gov.au/ExportControls/>.

- 1.1 Tenderers proposing to import parts of the Services are to provide:
- an indication of what is being imported;
 - evidence from the Government of the country of origin that the tenderer will be granted an Export Approval for those items if the tenderer is awarded any resultant Contract;
 - identification of any specific limitations or provisos that the Government of the country of origin could reasonably be expected to place on the Export Approval with respect to individual items of tendered Services;
 - details of other approvals required in addition to, or as part of, the grant of Export Approvals (e.g. technical assistance agreements) and the impact to schedule of gaining such approvals; and
 - details of any rejected application for, or refusal to grant, an Export Approval for merchandise similar to the Services which might have a bearing on any application to export the Services.

2. LIABILITY

Draft COC reference: clause 10.10

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

<http://www.defence.gov.au/casg/DoingBusiness/ProcurementDefence/ContractingWithDefence/PoliciesGuidelinesTemplates/ProcurementGuidance/lrmp.aspx>.

- 2.1 Tenderers are to specify the basis for Contractor liability that they propose will apply to any resultant Contract.
- 2.2 If a tenderer proposes to limit its liability on an alternative basis to that set out in clause 10.10 of the draft COC (eg, by proposing a liability limitation additional to those set out in clause 10.10), the tenderer is to conduct its own liability risk assessment applying the Defence Liability Principles and the standard Defence methodology described in the Liability Risk Assessment template, and provide the following details:
- the terms of the tenderer's proposed limitation of liability (if different to those set out in clause 10.10 of the draft COC), including its proposed monetary cap for each category of loss/liability set out in clause 10.10.1 and 10.10.3 (if applicable) of the draft COC;
 - an explanation of why the tenderer requires a limitation of its liability regime different to that proposed in clause 10.10 of the draft COC; and

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ANNEX C TO ATTACHMENT A

- c. the impact (if any) of these changes on the insurance requirements of the draft COC.

3. INSURANCE

Draft COC reference: clause 9

Note to tenderers: The ACIP Initiative permits tenderers with ACIP status to rely on the ACIP pre-qualification process as evidence of the tender's compliance with the draft COC insurance requirements that will be covered by a tenderer's ACIP. Information on the ACIP Initiative and the list of companies with current ACIP status is at: <http://www.defence.gov.au/casg/DoingBusiness/ProcurementDefence/ContractingWithDefence/PoliciesGuidelinesTemplates/ProcurementGuidance/ACIP.aspx>

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

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

Tenderers without ACIP Status:

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

Tenderers with ACIP Status:

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

All tenderers:

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

4. DEFECT RECTIFICATION

Draft COC reference: clause 8.2 and 8.3

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

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

5. INTELLECTUAL PROPERTY

Note to tenderers: Tenderers are required to include a draft TDSR Schedule with their tender. Tenderers are to ensure that any restrictions set out in the draft TDSR Schedule do not materially limit achievement of the Commonwealth's sustainment objectives with respect to the Products Being Supported, affect the Commonwealth's rights contained at clause 5.3 of the draft COC (otherwise than as provided for below) or the tenderer's compliance with the warranties contained in clause 5 of the draft COC.

Tenderers should familiarise themselves with the ASDEFCON TD/IP Handbook and the Defence Intellectual Property Policy 2014, which can be accessed at: <http://www.defence.gov.au/casg/DoingBusiness/ProcurementDefence/ContractingWithDefence/PoliciesGuidelinesTemplates/ProcurementPolicy/ip.aspx>.

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

Note to tenderers: Highly Sensitive TD and Highly Sensitive Software listed in Table 1 Annex A should only include that TD or Software, the disclosure of which would have a major adverse effect on the business of the Contractor or Approved Subcontractor and its commercial advantage. This TD or Software must be clearly identified at its lowest constituent / configuration item and linked to the TDL. Highly Sensitive TD and Highly Sensitive Software would generally already exist as at the Effective Date and not include TD or Software specifically created under the Contract for the Commonwealth.

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

Note to tenderers: Tenderers should note that the Commonwealth may require that a Commercial Item be listed as a Key Commercial Item in Annex C, notwithstanding that it is not owned by the Contractor, Approved Subcontractor or a Related Body Corporate of the Contractor. This may be required if the Commonwealth considers that the relevant Commercial Item is of high value or particular significance to the sustainment of the Products Being Supported.

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

Note to tenderers: The Commonwealth may require ownership of certain TD and Software for reasons relating to national security and / or strategic interests associated with the sustainment

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

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

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

Note to tenderers: The listing of Excluded Parties will only be agreed to by the Commonwealth in exceptional circumstances to prohibit certain competitors from being Commonwealth Service Providers for the sole purpose of the licences granted under clauses 5.3.3a and 5.7.1b(i) of the draft COC. However, the Commonwealth will be permitted to grant Sublicences to Excluded Parties in other circumstances permitted under clause 5 of the draft COC.

- e. Annex E - those parties who are proposed by the tenderer to be excluded from being a Commonwealth Service Provider for the sole purpose of the licences granted under clauses 5.3.3a and 5.7.1b(i) of the COC. The tenderer is to include the period of the restriction, which cannot be perpetual; and
 - f. Annex F - details of any restrictions that limit the licences granted to the Commonwealth under the Contract in relation to Patents, Registrable Designs or Circuit Layouts, in accordance with clause 5.18 of the draft COC.
- 5.2 Tenderers are to provide detailed justification for all proposed restrictions or other terms included in the draft TDSR Schedule to the extent known or anticipated by the tenderer at the time any resultant Contract would be executed, including a detailed explanation of how any such restrictions will not detrimentally impact the sustainment of the Products Being Supported.
- 5.3 Tenderers are to identify in their tender any Commercial TD and Commercial Software for which the licence to be granted to the Commonwealth for the purposes of clause 5.4.4 of the draft COC, will or is likely to require the Commonwealth to pay a Royalty or other fee (not otherwise included in the Contract Price).

6. **CONFIDENTIAL INFORMATION**

Draft COC reference: clause 11.4

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

7. **BUSINESS RESOURCE PLANNING**

Note to tenderers: The Commonwealth seeks the following information to demonstrate that the tenderer has a corporate business plan that details appropriate strategies to ensure the tenderer is well positioned to meet all current and potential work. In particular, the Commonwealth needs to be convinced that if a Contract is placed with a tenderer, the tenderer is able to commence

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work in accordance with any resultant Contract and that competing work priorities will not adversely affect the performance of any resultant Contract.

- 7.1 Tenderers are to demonstrate that they are able to meet the obligations of any resultant Contract in light of other current work commitments or expected work commitments. In particular, addressing:
- a. obligations in regard to current and future projects and other work;
 - b. use of resources such as:
 - (i) human capital in relation to current and envisaged projects;
 - (ii) financial resources;
 - (iii) physical resources;
 - (iv) IP resources;
 - (v) other organisational resources; and
 - (vi) Subcontractor relationships and other supplier arrangements;
 - c. details of the tenderer's capabilities to satisfactorily discharge its responsibilities under any resultant Contract in relation to each of the above; and
 - d. arrangements for reprioritising resources across the tenderer's span of commitment.

8. COMMITMENT LETTER

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

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

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SCHEDULE 1

COMMITMENT LETTER

(INSERT COMPANY LETTERHEAD ETC)

Note to tenderers: The appropriate name will be advised at the time the letter is required to be provided to the Commonwealth.

Dear (INSERT NAME),

Provision of Engineering Support Services 4593

I refer to the proposed Contract **Provision of Engineering Support Services** between **(INSERT SHORT NAME OF PARTY)** and the Commonwealth of Australia acting by and through the Department of Defence for the provision of engineering support services.

As the **(INSERT POSITION TITLE OF ADDRESSEE)**, you are accountable to the Australian Government for delivering capability for the Australian Defence Force and in doing so, you and the Commonwealth are relying on **(INSERT SHORT NAME OF PARTY)**, to deliver the **(SHIP/AIRCRAFT/VEHICLE/SYSTEMS ETC)** on time, on budget, to the required capability, quality and safety and to meet all its obligations under the Contract.

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

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

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

- I fully understand the nature and scope of **(INSERT SHORT NAME OF PARTY)** obligations under the Contract including:
 - the physical resources;
 - intellectual property and information requirements;
 - human resources (including the number of personnel and the requisite levels of skill and training); and
 - financial and project management resources;necessary to provide the engineering support services in accordance with, and for the duration of, the Contract;
- that, based on diligent inquiries, **(INSERT SHORT NAME OF PARTY)** has the necessary physical, intellectual property, information, financial and human resources to provide engineering support services in accordance with the Contract;
- that **(INSERT SHORT NAME OF PARTY)** will ensure that it continues to have the necessary physical, financial, intellectual property, information, and human resources throughout the term of the Contract to provide engineering support services in accordance with the Contract;
- that **(INSERT SHORT NAME OF PARTY)** will ensure that it complies, and continues to comply, with the requirements of the Contract relating to:

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- the design and overall quality integrity of the engineering support services;
 - the maintainability of the engineering support services;
 - the integrity and safety of engineering support services; and
 - the fitness for purpose of the engineering support services;
- that **(INSERT SHORT NAME OF PARTY)** has appropriate arrangements with subcontractors and access to intellectual property and information to provide the engineering support services in accordance with the Contract, and will continue to do so for the duration of the Contract;
 - that **(INSERT SHORT NAME OF PARTY)** has done a full risk assessment and has made adequate provision for contingency to be able to deliver the engineering support services in accordance with the Contract schedule; and
 - that **(INSERT SHORT NAME OF PARTY)** is financially sound and is not presently subject to any litigation that may affect its performance in accordance with the Contract.

I fully recognise the importance to the Commonwealth of **(INSERT SHORT NAME OF PARTY)** delivering the engineering support services on time, on budget, to the required capability, quality and safety.

Yours sincerely

(INSERT RELEVANT SIGNATORY)

SIGNING ON BEHALF OF

(INSERT COMPANY/PARENT COMPANY)

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ANNEX D TO ATTACHMENT A

FINANCIAL

1. PRICE AND PAYMENT SCHEDULE

Draft COC reference: clause 7

- 1.1 Tenderers are to complete the Price and Payment Schedule provided in Appendix 1 of Annex D to Attachment A (MS Excel spreadsheet).
- 1.2 Tenderers are asked to provide pricing against two separate pricing models. Model 1 requires tenderers to provide separate pricing against three skill levels for each technology area. Model 2 requires tenderers to provide one blended rate (including skill level composition assumptions as per "Table 4.2: Pricing Assumptions - Blended rate" located in the "Pricing Assumptions" tab) for the provision of all skill levels against each technology area. Tenderers must provide pricing against both Model 1 and Model 2 for their bid to be compliant with the conditions of tender.
- 1.3 Tenderers are asked to provide an Overtime Hourly rate in both Model 1 and Model 2. The hourly rate is to be utilised for payment of any overtime hours irrespective of the day any authorised overtime is performed.
- 1.4 Tenderers are asked to nominate a percentage mark-up to be applied to the costs incurred by the Contractor in purchasing materials, equipment and sub-contracted services as required to deliver the services under this contract.
- 1.5 Tendered prices are to be inclusive of all costs associated with providing the Services and carrying out all matters and doing all things necessary for the due and proper performance and completion of the proposed Contract. These include (except where expressly stated otherwise) all corporate overheads, non-GFE costs, licence fees (software, other), royalty payments, overseas taxes, duties and charges, Australian (Federal, State and Local Government) taxes including GST, customs and other duties and charges and arranging customs clearance and services of representatives. Tenderers are not to include any contingency for exchange rate fluctuations in their tendered price. Tenderers are to apply the CASG Cost Principles when preparing tendered prices.
- 1.6 Prices for tendered Services are to be stated on the basis that payments provided for under any resultant Contract will be subject to adjustment for fluctuations in the cost of labour and materials in accordance with Annex C to Attachment B to the draft COC.

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

If a tenderer intends to exercise the option of appointing a resident agent to act on its behalf for GST purposes in accordance with clause 7.13 of the draft COC, tenderers are requested to provide the details of their proposed agent at TDR D-7.

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

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ANNEX D TO ATTACHMENT A

2. ADJUSTMENTS FOR FLUCTUATIONS IN THE COST OF LABOUR AND MATERIALS

Draft COC reference: clause 7.4

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

- 2.1 Tenderers are to provide the following details in relation to the proposed formulae contained at Annex C to Attachment B to the draft COC:
- acceptability or otherwise of the formulae;
 - if unacceptable, any proposed alteration(s) or alternative(s); and
 - the tenderer's preferred indices if different from those proposed by the Commonwealth in Annex C to Attachment B to the draft COC. In proposing preferred indices, tenderers should take into consideration the notes provided following the formula at Annex C to Attachment B to the draft COC.

3. AGENCY ARRANGEMENTS

Draft COC reference: 7.13

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

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

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Appendix 1, Annex D to Attachment
REQUEST FOR WORK

1. PRICING SCHEDULE REQUIREMENTS - ENGINEERING SERVICES ORDINARY HOURS OF DUTY AND OVERTIME HOURS

- 1.1 Table 1.1 and Table 1.2 describe the rates to be utilised in responding to Requests for Work within Ordinary Hours of Duty.
- 1.2 Table 1.3 describes the percentage mark-up to be applied to the cost of materials and subcontracted services.
- 1.3 The Skills Definition worksheet provides a description of the minimum skill level expected for each of the Engineering Services.
- 1.4 Ordinary Hours of Duty are to be priced as Hourly Rates and are to include all overheads incurred in manufacturing.
- 1.5 Overtime Hours are to be priced as Hourly Rates for payment of overtime hours irrespective of the day or time of day.
- 1.6 Tenderers are to provide any relevant pricing assumptions, including pricing methodologies utilised to calculate the rates.
- 1.7 Tenderers must provide a compliant bid in the format requested in Table 1.1, Table 1.2 and Table 1.3. Work to be priced is to be labelled Alternate Pricing Proposal.

Notes to Table 1.1

Column (a): Simple numerical sequence

Column (b): Type of Engineering service required.

Column (c): Practitioner classification.

Column (d): The GST exclusive Ordinary Hourly Rate at Base Date.

Column (e): The GST amount applicable to the Ordinary Hourly Rate at Base Date.

Column (f): The GST inclusive Ordinary Hourly Rate at Base Date.

Column (g): The GST exclusive Overtime Hourly Rate at Base Date.

Column (h): The GST amount applicable to the Overtime Hourly Rate at Base Date.

Column (i): The GST inclusive Overtime Hourly Rate at Base Date.

Table 1.1: Engineering Services Ordinary Hours and Overtime Hours

Item No.	Technology Area	Skill Level
(a)	(b)	(c)
1	Electronic Design	Practitioner
2	Electronic Design	Senior Practitioner
3	Electronic Design	Principal Practitioner
4	Electronic Fabrication	Practitioner
5	Electronic Fabrication	Senior Practitioner
6	Electronic Fabrication	Principal Practitioner
7	Mechanical Design	Practitioner
8	Mechanical Design	Senior Practitioner
9	Mechanical Design	Principal Practitioner
10	Mechanical Fabrication	Practitioner
11	Mechanical Fabrication	Senior Practitioner
12	Mechanical Fabrication	Principal Practitioner
13	Scientific Applied Imaging	Practitioner
14	Scientific Applied Imaging	Senior Practitioner
15	Scientific Applied Imaging	Principal Practitioner

Notes to Table 1.2

Column (a): Simple numerical sequence

Column (b): Type of Additional Engineering service required.

Column (c): The GST exclusive Ordinary Hourly Rate at Base Date.

Column (d): The GST amount applicable to the Ordinary Hourly Rate at Base Date.

Column (e): The GST inclusive Ordinary Hourly Rate at Base Date.

Column (f): The GST exclusive Overtime Hourly Rate at Base Date.

Column (g): The GST amount applicable to the Overtime Hourly Rate at Base Date.

Column (h): The GST inclusive Overtime Hourly Rate at Base Date.

Table 1.2: Additional Engineering Services Ordinary Hours and Overtime Hours

Item No.	Additional Engineering Service
(a)	(b)
1	Trials Management and Support
2	Workshop/Laboratory/Facility Management/Compliance
3	Project Management/Systems Integration
4	Microengineering
5	Equipment/Plant Management and Operation
6	General Support to Engineering

Notes to Table 1.3

Column (a): Simple numerical sequence

Column (b): Description of item to which mark-up is to apply.

Column (c): Mark-up percentage to be applied to the cost of the material or services purchased.

Table 1.3: Mark-up on the purchase of for Materials, Equipment and Sub-Contracted Services included

Item No.	Description
(a)	(b)
1	Mark-up on Contractor purchased materials and equipment
2	Mark-up on Contractor purchased for subcontracted services

[illegible]

Ordinary Hours of Duty			
Price per Hour \$ (GST Excl)	GST per Hour \$	Price per Hour \$ (GST Incl)	Price per Hour \$ (GST Excl)
(c)	(d)	(e)	(f)
\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00

d within Engineering Services

	Percentage Mark-up
	(c)
	0%
	0%

e submitted and clearly

[illegible]

[illegible]

Appendix 1, Annex D to Attachment
REQUEST FOR WORK

2. PRICING SCHEDULE REQUIREMENTS - ENGINEERING SERVICES ORDINARY HOURS OF DUTY AND

- 2.1** Table 2.1 and Table 2.2 describe the rates to be utilised in responding to Requests for Work within Ordinary Hours of Duty.
- 2.2** Table 2.3 describes the percentage mark-up to be applied to the cost of materials and subcontracted services.
- 2.3** The Skills Definition worksheet provides a description of the minimum skill level expected for each of the five skill levels.
- 2.4** The Blended Rate - Ordinary Hours of Duty are to be priced as Hourly Rates and are to include all overheads and profit.
- 2.5** The Blended Rate - Overtime Hours are to be priced as Hourly Rates for payment of overtime hours irrespective of the number of hours worked.
- 2.6** Tenderers are to provide any relevant pricing assumptions, including pricing methodologies utilised to calculate the rates.
- 2.7** Tenderers must provide a compliant bid in the format requested in Table 2.1, Table 2.2 and Table 2.3. Work to be priced is to be labelled Alternate Pricing Proposal.

Notes to Table 2.1

Column (a): Simple numerical sequence

Column (b): Type of Engineering service required.

Column (c): Type of Service.

Column (d): The GST exclusive Blended Ordinary Hourly Rate at Base Date.

Column (e): The GST amount applicable to the Blended Ordinary Hourly Rate at Base Date.

Column (f): The GST inclusive Blended Ordinary Hourly Rate at Base Date.

Column (g): The GST exclusive Blended Overtime Hourly Rate at Base Date.

Column (h): The GST amount applicable to the Blended Overtime Hourly Rate at Base Date.

Column (i): The GST inclusive Blended Overtime Hourly Rate at Base Date.

Table 2.1: Request for Work Blended Hourly Rate

Item No.	Technology Area	Service Type
(a)	(b)	(c)
1	Electronic Design	Engineering Services
2	Electronic Fabrication	Technical Services
3	Mechanical Design	Engineering Services
4	Mechanical Fabrication	Technical Services
5	Scientific Applied Imaging	Technical Services

Notes to Table 2.2

Column (a): Simple numerical sequence

Column (b): Type of Additional Engineering service required.

Column (c): The GST exclusive Ordinary Hourly Rate at Base Date.

Column (d): The GST amount applicable to the Ordinary Hourly Rate at Base Date.

Column (e): The GST inclusive Ordinary Hourly Rate at Base Date.

Column (f): The GST exclusive Overtime Hourly Rate at Base Date.

Column (g): The GST amount applicable to the Overtime Hourly Rate at Base Date.

Column (h): The GST inclusive Overtime Hourly Rate at Base Date.

Table 2.2: Additional Engineering Services Ordinary Hours and Overtime Hours

Item No.	Additional Engineering Service
(a)	(b)
1	Trials Management and Support
2	Workshop/Laboratory/Facility Management/Compliance
3	Project Management/Systems Integration
4	Microengineering
5	Equipment/Plant Management and Operation
6	General Support to Engineering

Notes to Table 2.3

Column (a): Simple numerical sequence

Column (b): Description of item to which mark-up is to apply.

Column (c): Mark-up percentage to be applied to the cost of the material or services purchased.

Table 2.3: Mark-up on the purchase of for Materials, Equipment and Sub-Contracted Services included

Item No.	Description
(a)	(b)
1	Mark-up on Contractor purchased materials and equipment
2	Mark-up on Contractor purchased for subcontracted services

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PRICING

D OVERTIME HOURS OF DUTY - BLENDED RATE

ry Hours and Overtime Hours in accordance with clause 3.3 of the Statement of Work.
ices purchased by the Contractor on behalf of the Commonwealth.
Practitioner, Senior Practitioner and Principal Practitioner.
ads incurred in managing the services delivered under this contract.
ective of the day overtime is performed.
ulate the price, in the Pricing Assumptions worksheet.
here tenderers wish to propose an alternate pricing model, a separate MS Excel file should be

Blended Rate - Ordinary Hours of Duty			Blenc
Price per Hour \$ (GST Excl)	GST per Hour \$	Price per Hour \$ (GST Incl)	Price per Hour \$ (GST Excl)
(d)	(e)	(f)	(d)
\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00

Ordinary Hours of Duty	
------------------------	--

Price per Hour \$ (GST Excl)	GST per Hour \$	Price per Hour \$ (GST Incl)	Price per Hour \$ (GST Excl)
(c)	(d)	(e)	(f)
\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00

d within Engineering Services

	Percentage Mark-up
	(c)
	0%
	0%

submitted and clearly

ded Rate - Overtime Hours	
GST per Hour \$	Price per Hour \$ (GST Incl)
(e)	(f)
\$0.00	\$0.00
\$0.00	\$0.00
\$0.00	\$0.00
\$0.00	\$0.00
\$0.00	\$0.00

Overtime Hours

[illegible]

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3. SKILLS DEFINITION - Provides a description of the minimum skill level expected for each
This table is provided for the Tenderers information only.

Table 3.1: Engineering Services Skill Levels

	(1) Practitioner
Qualifications	<ul style="list-style-type: none"> - Tertiary Qualification OR - Vocational education and training sector accreditation (TAFE and registered providers) OR - Demonstrated relevant work experience and/or training
Professional Body Recognition or Certificate	
Experience	<ul style="list-style-type: none"> - Experience relevant to the task
Responsibility	<ul style="list-style-type: none"> - Conducts work as directed

Table 3.2: Additional Engineering Services Skill Levels

AES Requirement Summary	Tertiary

Trials Management	X
Trials Support	
Workshop Management	
Laboratory Management	
Facility Management	
Facility Compliance	
Project Management and Systems Integration	X
Microengineering	X
Equipment/Plant Management and Operation	
General Support to Engineering	

**Attachment A of the COT
WORK PRICING**

of, Practitioner, Senior Practitioner and Principal Practitioner.

SKILL LEVELS	
(2) Senior Practitioner	(3) Principal Practitioner
<ul style="list-style-type: none"> - Tertiary Qualification OR - Vocational education and training sector accreditation (TAFE and registered providers) OR - Demonstrated relevant work experience and/or training 	<ul style="list-style-type: none"> - Postgraduate qualification OR - Tertiary Qualification OR - Vocational education and training sector accreditation (TAFE and registered providers) OR - Relevant continual training to maintain professional competencies or knowledge
<ul style="list-style-type: none"> - Eligible for industry professional body membership 	<ul style="list-style-type: none"> - Eligible for Chartered Engineer status or equivalent in the relevant field
<ul style="list-style-type: none"> - Minimum Five years relevant work experience - Experience in a specialist fields relevant to the SOW and associated DSDs requirements 	<ul style="list-style-type: none"> - Minimum ten years relevant work experience - Minimum five years in a specialist field relevant to the SOW and associated DSDs requirements - Management experience relevant to the position - Supervisory experience relevant to the position
<ul style="list-style-type: none"> - Plans and conducts work - Able to manage complex assignments - Able to manage and provide leadership to a small team 	<ul style="list-style-type: none"> - Can plan and perform duties requiring the application of mature qualified knowledge and makes responsible decisions on matters assigned - Consults, recommends and advises in specialty areas - Able to manage highly complex assignments independently - Proficient in providing supervision to staff - Proficient in managing large teams of highly diverse and experienced personnel

Estimated Qualification	
Trade	Nil

X	
X	
X	
X	
X	
X	
	X

Appendix 1, Annex D to Attachment A
REQUEST FOR WORK PRICING

4. TABLE 4 REQUIREMENTS - PRICING ASSUMPTIONS

- 4.1** Please include any relevant pricing assumptions including pricing methodologies utilised in the d
4.2 Please include assumptions used in determining costs associated with Items 1 - 4 in Table 4.1.
4.3 Please add additional lines to the bottom of Table 4.1 as required.
4.4 Please include assumed skill level composition to deliver 46,000hrs in the Five technology areas should sum to 100%.
4.5 Please include information on the software that will be used to support engineering services in T

Table 4.1: Pricing Assumptions

Item No.	Headline	
(a)	(b)	
1	GFE maintenance cost including material and labour	
2	Supply of non GFE plants and tools cost	
3	Supply of ICT and Admin assests cost	
4	GFF Cleaning/maintenance cost as per COT Annex E to Attachment A Clause 7.1.c	
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

Table 4.2: Pricing Assumptions - Blended rate

Item No.	Indicative Core Hours	Technology area
(a)	(b)	(c)
1	8,280	Electronic Design
2	6,900	Electronic Fabrication
3	9,200	Mechanical Design
4	18,400	Mechanical Fabrication
5	3,220	Scientific Applied Imaging
6	46,000	

Table 4.3: Pricing Assumptions - Software

Item No.	Technology area	Proposed software
(a)	(b)	(c)
1	Electronic Design	
2	Electronic Fabrication	
3	Mechanical Design	
4	Mechanical Fabrication	
5	Scientific Applied Imaging	
6	Other areas	

[illegible]

Initial cost if not already owned (GST Excl)	Estimated annual maintenance cost (GST Excl)
(d)	(e)

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PART 1

ANNEX E TO ATTACHMENT A

GENERAL

1. PAST PERFORMANCE

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

<http://www.defence.gov.au/casg/DoingBusiness/Industry/Industryprograms/PerformanceExchangeScorecard/default.aspx>

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

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- 1.7 A tenderer is to provide a statement as to whether or not it, or any proposed Approved Subcontractors, have had any contracts with the Commonwealth terminated early for any reason in the last five years. The statement is to include a description of the circumstances of any terminations.

2. KEY STAFF POSITIONS

Draft COC reference: clause 3.12

Draft SOW reference: clause 9.1

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

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

- 2.1 Tenderers are to identify Key Staff Positions for any resultant Contract based on the activities in the draft Contract and the perceived risks.
- 2.2 For each Key Staff Position identified in response to clause 4.1, tenderers are to provide, in the tenderer's own format, a position/person specification. The position components of the position/person specifications are to include: position title, reporting relationships (both programmatic and technical), delegated authority levels, duties and responsibilities. The person components of the position/person specifications are to include: qualifications, training and other attributes required of the person filling the position.
- 2.3 Tenderers are to identify the numbers of staff meeting the person components of the position/person specifications for each Key Staff Position identified in response to clause 4.1, for the organisational entity (including proposed Subcontractors), and the numbers of staff actually executing the relevant tasks of the Key Staff Positions their current roles.
- 2.4 Tenderers are to nominate the Key Persons proposed to fill the Key Staff Positions identified in response to clause 4.1. Tenderers are to also provide a brief description of the proposed Key Persons, explaining how their qualifications and experience will meet the requirements of that Key Staff Position.
- 2.5 Where the tenderers do not nominate personnel to fill the Key Staff Positions in response to clause 4.5, tenderers are to describe their strategy to fill the Key Staff Positions.

3. RISK MANAGEMENT

- 3.1 Tenderers are to provide a detailed risk assessment for the performance of any resultant Contract which:
- a. identifies the risks associated with the tendered proposal, including technical, commercial, legal, financial, operational and schedule risks, and risks relating to health, safety, security and the Environment;
 - b. categorises those risks according to the likelihood and consequence of their occurrence; and
 - c. in relation to each risk identified (in response to clause 5.1a), indicates how the tenderer proposes to reduce, accept or otherwise manage that risk.

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4. QUALITY STATEMENT

Draft SOW reference: clause 11

Note to tenderers: The successful tenderer will be required to have, at the Operative Date, a Quality Management System (QMS) Certified to AS/NZS ISO 9001:2015 'Quality Management Systems – Requirements'. The QMS for any resultant Contract will require a Certification scope that is appropriate for the work to be undertaken.

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

Tenderers may be required to undergo an assessment by the Commonwealth of their QMS if deemed necessary, as part of the tender evaluation.

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

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

- 4.1 Tenderers are to provide information on their QMS, including details of their Certification status, the current Certification level and scope, and the Certification body. Tenderers are to include copies of any certificates issued, and recognition by other organisations relevant to the draft Contract.
- 4.2 If the QMS is Certified to AS/NZS ISO 9001:2015, tenderers are to provide copies of those parts of their quality manual which describe and justify permissible exclusions under section 1.2 of the standard.
- 4.3 If the tenderer's QMS has not yet achieved Certification, tenderers are to describe arrangements to obtain Certification, including timescale, the proposed Certification body and the standard to be attained.
- 4.4 Tenderers are to provide a statement detailing how the scope of their Certified QMS would be applied to the overall work of any resultant Contract. The statement should identify how any out-of-scope activities will be managed and verified (eg, by the development of new capabilities, by subcontracting, etc).
- 4.5 If applicable, tenderers are to describe how the QMS is structured to control the design and development (ie, modification) of hardware and Software by the application of a suitable development or guidance standard to any resultant Contract. Tenderers are to identify each proposed Subcontractor (if any) expected to perform hardware or Software design, development, production or installation activities, or safety-critical Maintenance activities, and describe how the Quality of their work would be assured (e.g. Subcontractor QMS, independent Quality assurance agents, or by other means).

5. PROBLEMATIC SUBSTANCES AND PROBLEMATIC SOURCES

Draft SOW reference: clause 12.1

Note to tenderers: Commonwealth policy on Problematic Substances is detailed in the Defence Safety Manual. Commonwealth policy on Problematic Sources is detailed in the Defence Radiation Safety Manual. Problematic Substances (that are to be Approved Substances) and Problematic Sources to be used in providing Services will require the Approval of the

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Commonwealth Representative. Such Approval will not be granted if the use of the substance or source infringes any legislation of the Commonwealth, State or Territory of Australia.

- 5.1 Tenderers are to describe the system(s) and processes that would be applied under any resultant Contract to manage the safe use, handling, storage and disposal of Problematic Substances, such as:
- prohibited from use;
 - regulated as Hazardous chemicals;
 - regulated as Dangerous goods;
 - substances that could cause Contamination; and
 - the subject of specific standards, working practices and procedures; or
 - subject to special handling instructions.
- 5.2 Tenderers are to describe the system(s) and processes that would be applied under any resultant Contract to manage the safe use, handling and/or storage of Problematic Sources, such as:
- any radioactive substance defined by the ARPANS Act to be a Controlled Material, although small quantities may be subject to exemption; and
 - any item of equipment that produces ionising radiation or harmful levels of non-ionising radiation as defined by ARPANSA Regulation 4 that is considered a Controlled Apparatus.
- 5.3 Tenderers are to identify any known Problematic Substances that would require Approval under clause 12.1.1.1 of the SOW, or any known Problematic Sources that would require Approval under clause 12.1.4 of the SOW, but which are not addressed by clauses 7.1 or 7.2. If so, tenderers are to identify the Problematic Substances and Problematic Sources, identify the purposes for which they will be used and describe the system(s) and processes that would be applied under any resultant Contract to manage the safe use, handling, storage and disposal of those Problematic Substances or Problematic Sources (as applicable) if not already addressed in the response to clauses 7.1 or 7.2.

6. GOVERNMENT FURNISHED MATERIAL

Draft COC reference: clause 3.6

Note to tenderers: All Government Furnished Material (GFM) that has been mandated or proposed by the Commonwealth (if any) is detailed in Attachment E to the draft COC. Additional GFM may be proposed by tenderers for the purposes of any resultant Contract. Clause 5.1.4 of the draft COC provides that the tenderer will own newly created IP in GFM, if it already owns all the IP in that GFM. The tenderer may also propose that it own newly created IP in GFM, in accordance with clause 5.1.4. of the draft COC.

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

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

- 6.2 Tenderers are to state their compliance with the dates and time periods proposed by the Commonwealth in Attachment E to the draft COC or provide an alternative proposal.
- 6.3 Tenderers are to specify in column h of Table E-1, GFM Tender Response Format, whether, in accordance with clause 5.1.4 of the draft COC:

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- a. the tenderer or a proposed Subcontractor owns all of the IP in the proposed GFM (eg, if a proposed Subcontractor is an OEM: 'Y – IP owned by [name of Subcontractor]'); or
- b. the tenderer (or its nominee) proposes to own the IP created in respect of the GFM under any resultant Contract, and the reason for ownership (eg, 'Y – [reason for ownership]')

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Table E-1: GFM Tender Response Format

Item description	Reference / part number	Quantity	Delivery date and location	Return date and location	Time Period for Inspection	Technical Data and Software Restrictions (if applicable)	Tenderer owns or is proposed to own new IP in GFM (Y/N) and reason if 'Y'	Export restrictions (if applicable)	Remarks/ Intended Purpose
a	b	c	d	e	f	g	h	i	j
Commonwealth Mandated GFM: GFE									
Commonwealth Mandated GFM: GFD									
Non-mandated GFM: GFI									
All other non-mandated GFM									

Notes: Table E-1: GFM Tender Response Format

- a. **Item Description:** A description of the item of GFM.
- b. **Reference/Part Number:** A reference, part number, document number, or other identifier that clearly identifies the item of GFM.
- c. **Quantity:** The quantity of the item of GFM to be delivered by the Commonwealth.
- d. **Delivery Date and Location:** The date on and location at which the item of GFM is to be delivered by the Commonwealth.

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- e. **Return Date and Location:** *The date on and location at which the item of GFM is to be returned to the Commonwealth.*
- f. **Time Period for Inspection:** *The period within which a successful tenderer will be required to inspect the item of GFM and notify the Commonwealth in accordance with clause 3.12.1 of the SOW.*
- g. **TD and Software Restrictions:** *Indicates if there are restrictions on the Technical Data or Software within an item of GFM that are in addition to the licence terms granted by the Commonwealth under clause 5.5 of the COC (if applicable).*
- h. **Tenderer to Own New IP in GFM:** *A declaration of whether or not the IP created under the Contract or a Subcontract with respect to the item of GFM is to be owned by the Tenderer pursuant to clause 5.1.4 of the COC. For evaluation purposes tenderers are to provide justification for any proposed ownership in new IP in GFM.*
- i. **Export Approvals Restrictions:** *Any restrictions derived from Export Approvals to which an item of GFM is subject to (if applicable).*
- j. **Comments/Intended Purpose:** *The purpose for which the item of GFM is provided to the tenderer and any comments that are supplementary to the information provided in columns (a) to (i).*

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7. GOVERNMENT FURNISHED FACILITIES

Draft COC reference: clause 3.7

Attachment O to the draft Contract

Draft SOW reference: clauses 3.19 and 9.6

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

7.1 Tenderers are to provide the following details:

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

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

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

8. GOVERNMENT FURNISHED SERVICES

Draft COC reference: clause 3.9

Attachment E to the draft Contract

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

8.1 Tenderers are to provide the following details:

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

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

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

9. PERFORMANCE MANAGEMENT

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

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ANNEX E TO ATTACHMENT A

- 9.2 The aspects of the performance management framework that may be the subject of an alternative proposal may include:
- a. the Review Periods;
 - b. the SPMs and SHIs;
 - c. the weightings for the SPMs and SHIs;
 - d. the Performance Implementation Period;
 - e. Performance Incentives; and
 - f. the OPMs.
- 10. CONTINUOUS IMPROVEMENT AND EFFICIENCY**
- 10.1 Tenderers are to provide an overview of how the Continuous Improvement and Efficiencies (CIE) Program will be managed, including:
- a. the program requirements for the analysis of potential Efficiencies and the preparation and processing of Efficiencies Analysis Implementation Reports (EAIRs);
 - b. the methodology, systems, processes, and tools to be used for undertaking the CIE Program, including for managing the implementation of Approved Efficiencies;
 - c. the mechanisms to be used to enable the Contractor to monitor the plan for implementing each Approved Efficiency and how deviations from the plan will be recognised and acted upon; and
 - d. the mechanisms to be used to report implementation progress for an Approved Efficiency to all stakeholders, including the Commonwealth.
- 10.2 Tenderers are to provide a statement regarding the proposed CIE program for any resultant Contract, including details of a proposed regime that would promote the ongoing identification and implementation of Efficiencies over the life of the Contract, while achieving the Commonwealth's goals of reduced Total Cost of Ownership and, where necessary, enhancement of the Capability.

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ASDEFCON (Support)

PART 1

ANNEX F TO ATTACHMENT A

GENERAL

SUPPORT SYSTEM PROPOSAL

NOT USED

UNCLASSIFIED

UNCLASSIFIED

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RFT 4593 – Provision of Engineering Support Services

ANNEX G TO ATTACHMENT A

SUPPORT SERVICES MANAGEMENT

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

1. SUPPORT SERVICES MANAGEMENT

Note to tenderers: The Commonwealth needs to understand:

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

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

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

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

Section	Name / subject and modifications to scope
6.2.3	Organisation (6.2.3.1 and 6.2.3.2 only)
6.2.4	Personnel Management (6.2.4.1, 6.2.4.2 and 6.2.4.5 only)
6.2.5	Structure of Contractor Plans
6.2.8	Planning and Control
6.2.9	Core Hours and Non-Core Hours – Specific Management Mechanisms
6.2.10	Performance Measurement (6.2.10.1a and b only)
6.2.11	Risk Management (6.2.11.1 and 6.2.11.2a to 6.2.11.2d only) Note: An initial risk assessment is required by TDR E-5.
6.2.12	Risk Register (6.2.12.1 only)
6.2.20	Communications Management (6.2.20.1 and 6.2.20.3 only)
6.2.26	Technical Data Management (6.2.26.1a and 6.2.26.2 only)

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ANNEX G TO ATTACHMENT A

2. PHASE IN

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

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

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

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

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

Section	Name / subject and modifications to scope
6.2.1	General
6.2.2	Phase In Organisation
6.2.3	Phase In Overview
6.2.4	Detailed Phase In Activities (6.2.4.1, 6.2.4.2, 6.2.4.3a to d and 6.2.4.3j only)

3. ENVIRONMENTAL MANAGEMENT STATEMENT

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

4. WORK HEALTH AND SAFETY MANAGEMENT STATEMENT

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

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RFT 4593 – Provision of Engineering Support Services

ANNEX G TO ATTACHMENT A

5. STATEMENT OF RELEVANT EXPERIENCE

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

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

6. STATEMENT OF TECHNICAL EXPERIENCE

Note to tenderers: The Commonwealth intends to assess the tenderer's technical experience and capability to deliver the services outlined in the Data Item Descriptions (DSDs).

- 6.1 Tenderers are to provide a summary of past experience relevant to each of the technology areas listed in Table G-4.

Table G-4: Tender Response Requirements against DSDs

DSD Number	Title
DSD-ENG-SERV-AIP	Scientific Applied Imaging and Photography
DSD-ENG-SERV-ELD	Electronic and Software Design Engineering
DSD-ENG-SERV-ELF	Electronic Fabrication
DSD-ENG-SERV-MED	Mechanical Design and Engineering
DSD-ENG-SERV-MEF	Mechanical Fabrication
DSD-ENG-SERV-AES	Additional Engineering Services
DSD-ENG-SERV-MGT	Engineering Management

- 6.2 Where the tenderer is unable to detail past experience regarding the technology areas listed in Table G-4, the tenderer is to provide information regarding how the engineering service(s) is to be delivered.

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ASDEFCON (Support)

RFT 4593 – Provision of Engineering Support Services

ANNEX H TO ATTACHMENT A

DEFENCE INDUSTRY PARTICIPATION

Draft COC reference: clause 4

Draft SOW reference: clause 3.12

1. DEFENCE INDUSTRY PARTICIPATION PLAN

Note to tenderers: The Defence Industry Participation Plan (the DIP Plan) describes the Contractor's commitments in relation to the participation of Australian industry for the period of the Contract, including local companies based or operating in the areas where work is undertaken and other small and medium enterprises (SMEs).

Australian Industry is defined as Australian entities that are registered for an Australian Business Number (ABN) or an Australia Company Number (ACN) and includes New Zealand businesses consistent with our obligations under the Closer Economic Relationship agreement. For the avoidance of doubt, this includes Australian based subsidiaries of overseas companies/primes/original equipment manufacturers who are registered in Australia with an ABN/ACN and where the work is performed in Australia with Australian based employees of the subsidiary.

The Commonwealth will use the DIP Plan to assess the extent to which the Tenderer's tender maximises Australian industry participation and demonstrates economic benefit to the Australian economy (criteria 4b and c).

Contactors should refer to [<http://defence.gov.au/SPI/Industry/Industry-Participation.asp>] for the following references detailing DIP Plan:

a. Defence Policy for Industry Participation.

In accordance with CDRL Line Number MGT-700, the DIP Plan is to be developed by the tenderer, reviewed by the Commonwealth, agreed to by the parties, and attached to any resultant Contract by Effective date.

1.1 Tenderers are to provide a draft DIP Plan in accordance with DID-SSM-DIPP.

If a tenderer is selected to participate in Offer Definition and Improvement Activities (ODIA) under clause 3.2.2e of the COT, it will be required to finalise the draft DIP Plan in consultation with the Commonwealth during ODIA or subsequent pre-Contract work, to enable the DIP Plan to be included as an Attachment to any resultant Contract.

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RFT 4593 – Provision of Engineering Support Services

ANNEX I TO ATTACHMENT A

INDIGENOUS PARTICIPATION PLAN

COT reference: clause 1.7

Draft COC reference: 12.8

1. INDIGENOUS PARTICIPATION PLAN

Note to Tenderers:

a. Each Tenderer must submit an Indigenous Participation Plan with its Tender. The Indigenous Participation Plan should address:

- *how the Tenderer intends on meeting the mandatory minimum requirements for the Indigenous Procurement Policy;*
- *the Tenderer's current rate of Indigenous employment and supplier use;*
- *the Tenderer's commitment to Indigenous participation. Some examples of the activities an organisation can take to demonstrate its commitment to Indigenous participation are set out in paragraph 4.7.1 of the Indigenous Procurement Policy; and*
- *if any part of the Contract will be delivered in a Remote Area, how the Tenderer will ensure that its provision of Goods and/or Services will deliver significant Indigenous employment or supplier use outcomes in that Remote Area.*

b. The mandatory minimum requirements can be met at:

- *the contract-based level (see clause (c) below); or*
- *the organisation-based level (see clause (d) below).*

c. To meet the mandatory minimum requirements at the contract-based level, by the end of the Initial Term of the Contract:

- *at least 4 per cent of the full time equivalent Australian-based workforce deployed on the contracted project must be Indigenous Australians, on average over the Initial Term of the Contract; or*
- *at least 4 per cent of the value of the work performed under the Contract must be subcontracted to Indigenous enterprises, on average over the Initial Term of the Contract; or*
- *a minimum percentage of the full time equivalent Australian-based workforce deployed on the contracted project must be Indigenous Australians, and a minimum percentage of the value of the work performed under the Contract must be subcontracted to Indigenous enterprises, so that both minimum percentages add up to 4 per cent, on average over the Initial Term of the Contract.*

d. To meet the mandatory minimum requirements at the organisation-based level, by the end of the Initial Term of the Contract:

- *at least 3 per cent of the full time equivalent Australian-based workforce of the contractor must be Indigenous Australians, on average over the Initial Term of the Contract; or*
- *at least 3 per cent of the value of the contractor's Australian supply chain must be subcontracted to Indigenous enterprises, on average over the Initial Term of the Contract; or*
- *a minimum percentage of the full time equivalent Australian-based workforce must be Indigenous Australians, and a minimum percentage of the value of the Contractor's supply chain must be subcontracted to Indigenous*

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RFT 4593 – Provision of Engineering Support Services

ANNEX I TO ATTACHMENT A

enterprises, such that both minimum percentages add up to 3 per cent on average over the Initial Term of the Contract.

- e. The mandatory minimum requirements can be met directly or through subcontracts.***
- f. The successful Tenderer's Indigenous Participation Plan will be attached to the resultant Contract, and the successful Tenderer will be required to comply with and report against the Indigenous Participation Plan during the Term.***

- 1.1 Tenderers are to provide an Indigenous Procurement Plan in accordance with DID-SSM-IPP.

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RFT 4593 – Provision of Engineering Support Services

ANNEX I TO ATTACHMENT A

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Australian Government

Department of Defence

Department of Defence
Commonwealth of Australia

Section 23 Commitment Approval Submission V1.6

Released September 2018



SECTION 23 COMMITMENT APPROVAL SUBMISSION

Objective ID: BW2021914

s47E(d)	Chief Research Services	(Fairbairn ACT)	(for Commitment Approval)
s47E(d)	Finance Manager RSD	(Edinburgh SA)	(for Finance advice)
s47E(d)	Contracting Manager CASG	(Edinburgh SA)	(for Specialist advice)

SECTION 23 COMMITMENT APPROVAL FOR THE PROCUREMENT OF ENGINEERING SUPPORT SERVICES – RFT 4593

References:

- A. Procurement Plan, signed 18th March 2019 (Obj id: AV16394930);
- B. Agreement for a Future Year Spending. Signed 29th March 2019 (Obj id: AV162057489);
- C. Source Evaluation Report, signed 11th March 2020 (Obj id: BW1955077);
- D. Endorsement to Proceed dated 24th July 2019 (Obj id: AV19954452);
- E. Contract Negotiation Report, signed 30th April 2020 (Obj id: AV16721933).

RECOMMENDATIONS (CORE)

That you:

s47C

BACKGROUND

1. DST Group has a requirement for the provision of an on-site engineering support services provider to augment the current APS workforce across five technology areas - Mechanical Design, Mechanical Manufacturing, Electronics Design, Electronics Manufacturing and Applied Imaging.

s47E(d)

3. The scope of the services will remain fundamentally the same, with the contractor providing core hours of engineering services to support a number of DST research activities, and various DST Divisions able to request any additional support via survey and quote. The SOW includes the additional support services project management, trial management, laboratory/workshop/facility operation and management, and metrology support.

PROCUREMENT PROCESS

4. Approval to undertake a procurement process was obtained on 18th March 2019 by A/CRSD s47E(d) [Ref A – Procurement Plan].

5. Endorsement to Proceed was obtained on 24th July 2019 in accordance with Reference D.

6. The solicitation documentation was based on the ASDEFCON Support template.

7. A single stage tender process was conducted; an Invitation to a Request for Tender issued to the open market via Austender. Two bids were received at the close of the tender period. Evaluation was conducted in accordance with the approved Tender Evaluation Plan and the evaluation criteria listed in the tender documentation. The evaluation period commenced on 21 October 2019 and was completed on 10 February 2020.

8. The bids were evaluated and a first ranked short listed tenderer was selected as detailed in the Source Evaluation Report. Negotiations were conducted with this first ranked short listed tenderer in accordance with the approved Contract Negotiation Directive with the outcome as outlined in the Contract Negotiation Report [Ref E].

CONSIDERATIONS INCLUDING VALUE FOR MONEY ASSESSMENT

9. Australian Industry Capability objectives were achieved by conducting an open tender process.. All tenders were evaluated in accordance with the Tender Evaluation Plan.

10. The first ranked short listed tenderer was chosen on the basis of the value for money as detailed in the Source Evaluation Report. The proposed Contractor is able to deliver the required Engineering Services, in accordance with the SOW contained in the RFT. The Contract price is deemed to represent value for money and has been reviewed by Financial TEWG.

11. Contract negotiations were conducted in accordance with the CND. Teleconference negotiations took place over on 15th-16th April 2020 and 21st April 2020.

12. The outcomes of the negotiations are detailed on the Contract Negotiation Report [Ref: E]..

13. The proposed procurement is subject to the additional rules for procurements at or above the relevant procurement threshold as detailed in Division 2 of the Commonwealth Procurement Rules (CPRs) and is not subject to an exemption.

INDUSTRY ASPECTS

14. The proposed Contractor for the acquisition is an Australian company and all of the supplies required will be sourced locally. The acquisition therefore fulfils the objectives of the Australian Industry Capability policy.

FUNDS AVAILABILITY

FUNDING ASPECTS

15. The cost is based on the Contract price as obtained through negotiation with the proposed Contractor.

16. The acquisition was forecasted and budgeted for at the beginning of the procurement process. Approximately \$86 million was estimated against this requirement and this include core hours requirement and non- core hours work requirements of DST.

17. Estimated next financial year commitment from RSD is approximately \$8 million including GST.

18. The funding identified is adequate for the proposed commitment and expenditure and is consistent with the purpose for which it was allocated.

19. The following financial codes will be used for this procurement:

s47G

20. The planned spread of commitment and expenditure (based on current contract rates), for this proposal is contained in Table 1 below [Ref: B].

Table 1. Total Estimated Commitment/Contract Value (AUD) including Core and Non Core Hours work.

	FY 1 (FY20/21)	FY 2 (FY21/22)	FY 3 (FY22/23)	FY 4 (FY23/24)	FY 5 (FY24/25)	Total
Commitment/Estimate Expenditure	\$7.356M	\$7.455M	\$7.556M	\$7.660M	\$7.765M	\$37.792M
GST	\$0.736M	\$0.746M	\$0.756M	\$0.766M	\$0.776M	\$3.780M
Total	\$8.092M	\$8.201M	\$8.312M	\$8.426M	\$8.541M	\$41.572M

Options to extend

	FY 6 (FY25/26)	FY 7 (FY26/27)	FY 8 (FY27/28)	FY 9 (FY28/29)	FY 10 (FY29/30)	Total Extensions	Total 10 Years
Commitment/Estimate Expenditure	\$7.872M	\$7.982M	\$8.093M	\$8.207M	\$8.323M	\$40.477M	\$78.269M
GST	\$0.787M	\$0.798M	\$0.809M	\$0.821M	\$0.832M	\$4.047M	\$7.827M
Total	\$8.659M	\$8.780M	\$8.902M	\$9.028M	\$9.155M	\$44.524M	\$86.096M

SPECIALIST ADVISORS

FINANCIAL ADVICE

21. Specialist Financial Advice has been obtained on the financial aspects of the proposed commitment of relevant money. The following authorities have been consulted in the preparation of this submission:

- a. s47E(d) Finance Manager RSD (Edinburgh SA)
- b. s47E(d) A/Director Finance – DSTG (Fairbairn CBR)

CONTRACTING, LEGAL AND OTHER RELEVANT ADVICE

22. Consideration has also been given to obtaining relevant specialist advice on the proposed commitment of relevant money. The following authorities have been consulted in the preparation of this submission:

- a. s47E(d) Contracting Manager CASG (Edinburgh SA)

s47E(d)

Enclosures:

- A. Endorsement to Proceed
- B. Source Evaluation Report / Negotiation Directive or Report
- C. Draft Contract
- D. Procurement Plan
- E. Agreement for a Future Year Spending
- F. Contract Negotiation Report

SPECIALIST ADVICE - FINANCE

As Specialist Advisor Finance I confirm:

- ☐ the sufficiency of the budget;
- ☐ the soundness of the costing calculations; and
- ☐ the accuracy of the costing calculations.

s47E(d)

(Signature)

s47E(d)

(Printed Name)

...s22...
(PMKeys No)ASFIN-SG/s47E(d)
(Appt/Position No) (Date)**SECTION 23 – COMMITMENT APPROVAL**

As Section 23 - Commitment Approver I confirm that:

- ☐ I have an appropriate delegation;
- ☐ the arrangement will be a proper use of relevant money;
- ☐ I have taken care and diligence and have made reasonable inquiries to ensure this arrangement meets all required procurement obligations, notably the Commonwealth Procurement Rules, the Accountable Authority Instructions, the Defence Procurement Policy Manual, applicable Departmental Procurement Policy Instructions, and is not inconsistent with the policies of the Australian government;
- ☐ the benefits of entering into the arrangement outweigh the risk of locking away future budget flexibility;
- ☐ the costing assumptions are sound and costing calculations are accurate;
- ☐ I am acting in good faith and for proper purpose;
- ☐ I do not stand to gain advantage for myself or other persons or cause detriment to Defence, the Commonwealth or any other person;
- ☐ any real or perceived conflict of interest has been disclosed,

s47E(d)

(Signature)

s47E(d)

(Printed Name)

s22
(PMKeys No)CRSD / s47E(d)
(Appt/Position No) (Date)

AE 643
Revised 14 May 20

Defence Purchasing

Information in this form is interactive, it is important to answer all questions in the sequence they appear as data requirements change based on selections.

The form is divided into a number of basic segments being [Logic Decisions](#), [About the Process](#), [About the Contract](#), [Approvals](#) and [Financial information](#), further guidance to support completion of the form is available.

Blue text on the form represents hyperlinks to further guidance.
Red (*) denotes mandatory fields

[Transaction type](#) *

- ☒ New contract ☐ New contract under a Standing Offer (SON) ☐ Edit, amend or change an existing contract or purchase order

[Total contract value in AUD including GST](#) (Threshold bracket) *

- ☐ Under \$10K ☐ \$10K - \$80K ☐ \$80K - \$200K ☐ \$200K - \$1m ☐ \$1m - \$7.5m ☒ Over \$7.5m

[Primary Financial Commitment Reporting Category](#) *

Research and Development

[Will multiple ROMAN Purchase Orders be raised over the life of this contract?](#) *

- ☒ Yes ☐ No

[Is the contract in more than a single currency?](#) *

- ☐ Yes ☒ No

1. About the Process

2. About the Contract

[Vendor number](#)

Search vendors

ABN *

Vendor name *

s47G

s47G

s47G

[Total Value of Contract inclusive of GST, in AUD](#) *

\$38,500,000.00

3. Approvals



Number of quotes/tenders received *

2

Is this contract for procurement of ICT hardware, Software and Software as a service ? *

☐ Yes ☒ NoIs the resultant contract for a [contractor, consultant or outsourced service provider](#)? *☒ Yes ☐ No

Is the daily rate for the Contractor, Consultant or Outsourced Service Provider at or above \$4,500 (including GST, DPPM Directive D10) ? *

☐ Yes ☒ No

SES/Star who approved undertaking the procurement process to engage a contractor, consultant or outsourced service provider (DPPM Directive 10).

Approver name *

s47E(d)

Position number *

s47E(d)

Attach approval documentation

[Was an endorsement to proceed obtained before approaching the market?](#) *☒ Yes ☐ No[Was a FINMAN 2 Schedule 1 Commitment Approver delegation \(Section 23\(3\) delegation\) exercised elsewhere \(for example Section 23 template\)?](#) *☒ Yes ☐ No

Value of funds reserved/available in AUD including GST

Reference number

Was an Indigenous business provided the opportunity to quote? *

☐ Yes ☒ No

Does the contract contain Indigenous Participation Plans? *

☒ Yes ☐ No

How were the Indigenous Participation Plan minimum requirements achieved? *

☐ Contract based ☒ Organisation based

Are you aware of any Indigenous subcontractors? *

☐ Yes ☒ No

4. Delivery

Enter Australian delivery location postcode for the majority of the Contract

3207



Delivery type *

☐ ROMAN code☐ New delivery address☒ Pick up location

Pick up location *

N/A

☐ I have special delivery instructions

5. Mandatory Additional Information When Using Financial Shared Services

Requesting Officer *

Employee ID

s22

Name

s47E(d)

Phone number

s47E(d)

Email address

s47E(d) defence.gov.au

Branch

RSD

Group

DST

Office location

FMB

Purchase Order contact *

Copy details from above

Employee ID

s22

Name

s47E(d)

Phone number

s22

Email address

s47E(d) defence.gov.au

Branch

RSD

Group

DST

Purchase Order to be sent to: *

☐ Requestor☐ Supplier☐ Both☒ None

Contact Officer for Invoice Approvals *

Copy details from above

Employee ID

s22

Name

s47E(d)

Phone number

s22

Email address

s47E(d) dst.defence.gov.au

Location

FMB

☐ I have instructions to Shared Services

ROMAN Contract*All pricing at line level is GST exclusive in the identified source currency.*

Agreement type	Purchasing organisation	Purchasing group	Contract validity start date	Contract validity end date	Total contract value (GST Inc)	Cumulative total (GST Ex)
WK	1000 - Defence	016	01 Jun 20	30 Jun 30	\$38,500,000.00	\$35,000,000.00

Supplier
s47G

Objective URL Link

Obj id: BW2027127

Comments to be included in the Header of the ROMAN contract (Note: This will be included on future ROMAN Contracts)

DST Engineering Support Services Contract**Contract No 4593****This is only to create an Outline Agreement**

Line number *	Account assignment type *	Short text / Line description *	Target qty *	Order unit - OUN *	Net price ex GST *	Order price - OUM	Materiel Group *	Plant / Coy Code *	GL Code	Cost Centre Code	Fund Leave blank unless Military Operation	Internal Order	WBS	Asset	Contract for Labour or Services *	Currency	Budget exchange rate (if not AUD) *	Tax code *	Permitted Payee Number
1	U	Engineering Support Services	35,000,000	VAL	\$1.00	\$35,000,000.00	OTHERITEM	1000							Outsourced services	AUD		P1	

Add ROMAN Purchase Order



Data Authorising Officer

A Data Authorising Officer is to be signed where the delegations HAVE been exercised elsewhere, and, by signing the officer:

- I acknowledge that they are not exercising a delegation;
- I confirm that the official record of delegations have been sighted and that the content of this form is in accordance with the Section 23(3) Commitment Approval; and
- I confirm that the information provided is an accurate reflection of the arrangement and is authorised for release to the general public and that they are familiar with internal guidance as available at the AusTender Publishing website.

I confirm that the information provided is an accurate reflection of the contract/amendment and is authorised for release. Where necessary I have consulted with internal guidance as available at the AusTender Publishing website.

Employee ID *	Rank or level *	Position number *	Position title *	Printed name *	Date form signed *
s22	s47E(d)	s47E(d)	PLRE	s47E(d)	04 Jun 20

Signature *

s47E(d)



OFFICIAL

Australian Government
Department of DefenceAE 643
Revised 18 Jan 22

Defence Purchasing

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Blue text on the form represents hyperlinks to further guidance.
Red (*) denotes mandatory fields

Transaction type *

☐ New contract ☐ New contract under a Standing Offer (SON) ☒ Edit, amend or change an existing contract or purchase order

Total contract value in AUD including GST (Threshold bracket) *

☐ Under \$10K ☐ \$10K - \$80K ☐ \$80K - \$200K ☐ \$200K - \$1m ☐ \$1m - \$7.5m ☒ Over \$7.5m

Type of change required? *

Amend ROMAN Purchase Order

Contract or Purchase Order number *

4501102803

Is this an administrative change to ROMAN or MILIS? *

☐ Yes ☒ No

Does the amendment represent a change to the physical contract? *

☐ Yes ☒ No

Is the purchase a complex procurement (eg. FMS, CONDMAT, or delegate is a protected identity) ? *

☒ Yes ☐ No

2. About the Contract

Existing current Contract/PO value Inc GST AUD *

\$8,250,000.00

New Total Contract/Purchase Order Value Inc GST AUD *

\$16,500,000.00



OFFICIAL

OFFICIAL

Funds variation now sought *

\$8,250,000.00

Planned Contract end date *

30 Jun 22

3. Approvals

Is this contract for procurement of ICT hardware, Software and Software as a service ? *

☐ Yes ☒ No

Is the resultant contract for a [contractor, consultant or outsourced service provider](#)? *

☒ Yes ☐ No

Is the daily rate for the Contractor, Consultant or Outsourced Service Provider at or above \$4,500 (including GST, DPPM Directive D10) ? *

☐ Yes ☒ No

SES/Star who approved undertaking the procurement process to engage a contractor, consultant or outsourced service provider (DPPM Directive 10).

Approver name *

s47E(d)

Position number *

s47E(d)

Attach approval documentation

[Was the General Commitment Approval \(PGPA Act S23\(3\)\) exercised elsewhere \(for Example Section 23 Template\)?](#) *

☐ Yes ☒ No

[Value for Money assessment statement](#) *

This contract was awarded on 1/7/20 after open tender process and DST Engineering Support Services Contract 4593 is valid until 30/6/2030.
This PO is linked to the OA 4600005534.

Description of and reason for change *

Procure additional Non Core services under the DST Engineering Support Services Contract 4593

Value of funds reserved/available in AUD including GST

Reference number



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4. Delivery

Enter Australian delivery location postcode for the majority of the Contract

3207

Delivery type

☐ ROMAN code☐ New delivery address☐ Pick up location☒ I have special delivery instructions

Special delivery instructions *

Line 2 increased by \$7.5m ex GST to make a total of \$16.5m inc GST

5. Mandatory Additional Information When Using Financial Shared Services

Requesting Officer *

Employee ID

s22

Name

s47E(d)

Phone number

s22

Email address

s47E(d)@defence.gov.au

Branch

RSD

Group

DST

Office location

FMB

Purchase Order contact *

Copy details from above

Employee ID

s22

Name

s47E(d)

Phone number

s22

Email address

s47E(d)@defence.gov.au

Branch

RSD

Group

DST

Purchase Order to be sent to: *

☒ Requestor☐ Supplier☐ Both☐ None

Contact Officer for Invoice Approvals *

Copy details from above



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Employee ID	Name	Phone number
s22	s47E(d)	s22
Email address	Location	
s47E(d)efence.gov.au	FMB	
<input checked="" type="checkbox"/> I have instructions to Shared Services		
Comments to Shared Services *		
Line 2 increased by \$7.5m ex GST to make a total of \$16.50m inc GST		



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ROMAN Purchase Order

All pricing at line level is GST exclusive in the identified source currency.

Contract validity start date	Contract validity end date	Value (GST Inc)	Cumulative total (GST Ex)	Currency	Payment terms	Purchasing group
01 Jul 20	01 Jun 22	\$16,500,000.00	\$15,000,000.00	AUD	0020	015

Supplier *
s47G

Terms less than 30 days must be justified IAW FINMAN5, Chapter 6

Permitted Payee Number (for foreign currency Purchase Orders created under an Outline Agreement)

Comments to be included in the header of the ROMAN Purchase Order (Note: This will be included on the printed ROMAN PO)

This PO is link to OA# 4600005534

Line number *	Account assignment type *	Short line description *	Quantity - line *	Order unit - OUN *	Delivery date *	Net price ex GST *	Order price - OUM	Materiel Group *	Plant / Coy code *	Outline agreement number	Contract line	GL Code	Cost Centre Code	Fund Leave blank unless Military Operation	Internal Order	WBS	Contract for Labour or Services *	Tax code *	Asset	GR *
2	T	FY 21/22 Non Core Engineering Support	15,000,000	VAL	30 Jun 22	\$1.00	\$15,000,000.00	OTHERITEM	1000	4600005534		21250	825200			DS851198	Outsourced services	P1		On



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Requesting Officer

Employee ID

s22

Signature *

s47E(d)

Name

s47E(d)

General Commitment Approver

The Commitment Approver delegation is to be signed where the delegations HAVE NOT been exercised elsewhere, and, by signing the officer:

- is exercising the Section 23(3) Commitment Approver delegation and confirms that the commitment of relevant money complies with the requirements of Defence Financial Delegations Schedule 1; and
- confirms that the information provided is an accurate reflection of the arrangement and is authorised to release to the general public and that they are familiar with internal guidance on the AusTender Publishing website.
- confirms that any indemnities, warranties and guaranties (*contingent liabilities*) required under this procurement have been authorised by the appropriate delegate as required under Defence Financial Delegations Schedule 5.

I confirm that the information provided is an accurate reflection of the contract/amendment and is authorised for release. Where necessary I have consulted with internal guidance as available at the AusTender Publishing website.

Employee ID *

s22

Rank or level *

s47E(d)

Position number *

s47E(d)

Position title *

PLRE

Printed name *

s47E(d)

Date form signed*

07 Mar 22

Signature *

s47E(d)



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Document: 4600005534		124,595,900.01 AUD
Vendor: s47G		Status: Approved

Administrative

Details

Line Items

Account Assignments

Attachments

Approval

Purchase Orders

Change Log

Header

Company Code:	1000 (Defence-Departmental)	Total Value (inc tax):	124,595,900.01
Purchasing Group:	016 (Defence)	Currency/Exchange Rate:	AUD (Australian dollar) 1.00000
Vendor:	s47G	Total Value AUD (inc tax):	124,595,900.01
Standing Offer Notice (SON):		Payment Terms:	0020 (Net 20 Days)
Start Date:	01.06.2020	Payment Terms Justification:	
End Date:	30.06.2030	Alternate Terms & Conditions:	<input type="checkbox"/>

Further Details

Comments:	Amending Line 3 under Outline Agreement 4600005534 of DSTG EngineeringSupport Services Contract 4593.	Header Note:	27.6.22 s47E(d) 1. End date chaged to 30.6.30 as per signed AE643 attached 2. Up fund line 1 by \$28,411,991.88 to be within original S23 approval of \$78,269,000.00 attached. 16.06.2022 s47E(d) Initial Value \$54,789,897.69 inc.
Contract Riders (clauses):			

PRF Edit

Document: 4600005534		124,595,900.01 AUD
Vendor: s47G		Status: Approved

Administrative

Details

Line Items

Account Assignments

Attachments

Approval

Purchase Orders

Change Log

Header

Company Code:	1000 (Defence-Departmental)	Total Value (inc tax):	124,595,900.01
Purchasing Group:	016 (Defence)	Currency/Exchange Rate:	AUD (Australian dollar) 1.00000
Vendor:	s47G	Total Value AUD (inc tax):	124,595,900.01
Standing Offer Notice (SON):		Payment Terms:	0020 (Net 20 Days)
Start Date:	01.06.2020	Payment Terms Justification:	
End Date:	30.06.2030	Alternate Terms & Conditions:	<input type="checkbox"/>

Further Details

Comments:	Amending Line 3 under Outline Agreement 4600005534 of DSTG EngineeringSupport Services Contract 4593.	Header Note:	10.03.2022 s47E(d) Initial Value \$38,886,998.02 inc GST. Increase Line 1 \$8,250,000.00/\$7,500,000.00 inc/ex GST as per AE643 s47E(d) s47E(d) BO19452346 10.12.2021 s47E(d) Initial value
Contract Riders (clauses):			

PRF Edit