



Australian Government
Department of Defence

Capability Acquisition and Sustainment Group
Intelligence, Surveillance, Reconnaissance and
Electronic Warfare Branch

**INTELLIGENCE, SURVEILLANCE, RECONNAISSANCE AND ELECTRONIC WARFARE
SECURITY SERVICES STANDING OFFER PANEL REQUEST FOR TENDER (RFT)**

You are invited to submit a tender in response to JSD/RFT/11540/1 to provide security services to projects within the Intelligence, Surveillance, Reconnaissance and Electronic Warfare (**ISREW**) Branch under a standing offer panel arrangement.

This RFT has been prepared utilising the ASDEFCON (Standing Offer for Services) template.

Tenders are to be submitted by the Tender Closing Time specified in the Tender Details Schedule.

Any questions in relation to this RFT should be directed to the Contact Officer specified in the Tender Details Schedule.

Subject to the Conditions of Tender, the proposed schedule for evaluation and negotiation is:

Key Event	Expected Date
Closing date for tenders	Tuesday 8 October 2019
Tender evaluation commences	Monday 14 October 2019
Tender evaluation concludes	Monday 21 October 2019
Negotiation commences	Monday 4 November 2019
Negotiation concludes	Monday 11 November 2019

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

Yours sincerely

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s47E(d)

Director
ISREW Executive Directorate
9 September 2019

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PART 1 – CONDITIONS OF TENDER

TENDER DETAILS SCHEDULE

RFT Number:	JSD/RFT/11540/1
RFT Name:	Intelligence, Surveillance, Reconnaissance and Electronic Warfare Security Services Standing Offer Panel
Division 2 of CPRs:	The additional rules detailed in Division 2 of the CPRs do apply to this procurement.
Contact Officer: (clause 2.3)	Name: ISREW Security Services Deed Manager
	Address: PO Box 7904 CANBERRA BC ACT 2610
	Fax: (02) 6265 2428
	Email: isrew.securityservices.sop@defence.gov.au
Industry briefing: (clause 2.6)	<p>An Industry briefing may be conducted on Thursday 12 September 2019 at a time and location to be notified to tenderers.</p> <p>Representatives of prospective tenderers at the briefing will be limited to 2 personnel. Nominations to attend the briefing are to be forwarded in writing to the Contact Officer by Tuesday 10 September 2019.</p>
	<p>Representatives of prospective tenderers are to hold a current security clearance at a minimum of baseline level. Prospective tenderers are to provide the following additional details for their representatives:</p> <ol style="list-style-type: none"> nationality; date and place of birth; and current security clearance and the Department which issued the clearance.
Closing Time: (clause 2.7.3)	12:00 local time in the Australian Capital Territory (ACT) on Tuesday 8 October 2019
Format: (clause 2.7.4)	<p>All responses should be in Microsoft Office 2010 readable format.</p> <p>Spreadsheets and all pricing information are to be readable and editable in, or compatible with, Microsoft Excel 2010.</p>
Tender Validity Period: (clause 2.8)	6 months after the Closing Time.
Minimum Content and Format Requirements: (clause 3.2)	<p>Tenders (including all attachments, annexes and supporting documentation), are to be written in English.</p> <p>All measurements in tenders are to be expressed in Australian legal units of measurement unless otherwise specified.</p> <p>Tenders are to include a PDF copy of the Tenderer's Deed of Undertaking in the form of Annex A duly signed by the tenderer.</p>
Conditions for Participation: (clause 3.3)	All Tenderers must be eligible for Level 3 DISP membership for the categories of Government and Personnel Security and Level 2 DISP membership for the categories of Physical Security (If the Tender includes a proposal to use the Tenderer's premises) and Information and Cyber Security.

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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) and annexes; and
 - b. Part 2 - draft COD and attachments.
- 1.1.2 This RFT is an invitation to treat and, to the extent permitted by law, no binding contract (including a process contract) or other understanding (including any form of contractual, quasi-contractual, restitutionary rights, or rights based upon similar legal or equitable grounds) will exist between the Commonwealth and a tenderer unless and until a resultant Deed is signed by the Commonwealth and a successful tenderer.
- 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 the RFT, unless a contrary intention appears, words, abbreviations and acronyms have the same meaning given to them in the Tender Details Schedule or the draft Deed.
- 1.1.6 If there is any inconsistency between any parts of this RFT, a descending order of precedence is to be accorded to the:
- a. COT (including the Tender Details Schedule);
 - b. annexes to the COT; and
 - c. draft COD in accordance with clause 1.5 of the draft COD,
- so that the provision in the higher ranked document, to the extent of the inconsistency, prevails.

1.2 Amendment of the RFT

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

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

1.3 Termination, Suspension or Deferral of Request for Tender Process

- 1.3.1 Without limiting its rights under the RFT, at law or otherwise, the Commonwealth may suspend, defer or terminate this RFT process where the Commonwealth determines that:
- a. it is in the public interest to do so;
 - b. the Commonwealth is required by law to do so;
 - c. no tenderer represents value for money;
 - d. no tenderer meets the Conditions for Participation specified in the Tender Details Schedule, if any;
 - e. no tenderer meets the essential requirements, if any at clause 3.4; or

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- f. no tenderer is fully capable of undertaking the Deed or any resultant Contract, and the Commonwealth must notify tenderers to this effect.

1.4 Other Commonwealth Rights

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

1.5 Australian Government Requirements

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

<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 judgments under appeal or instances where the period for appeal or payment/settlement has not expired) relating to unpaid employee entitlements where the entitlements remain unpaid.
- 1.5.2 Tenderers should familiarise themselves with the following Commonwealth policies:
- a. 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. Australian Defence Force alcohol policy as detailed in DI(G) PERS 15-1;
 - c. Public Interest Disclosure policy detailed at:
<http://www.ombudsman.gov.au/about/making-a-disclosure>; and
 - d. Company ScoreCard policy as detailed at:
<http://www.defence.gov.au/casg/DoingBusiness/Industry/Industryprograms/PerformanceExchangeScorecard/default.aspx>.

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 must comply with its obligations under the WGE Act. Information about the coverage of the Workplace Gender Equality Procurement Principles is available from the Workplace Gender Equality Agency at: <https://www.wgea.gov.au/about-wgea/workplace-gender-equality-procurement-principles>.

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

1.7 Not Used

1.8 Multi Agency Access

Note to tenderers: Other Commonwealth agencies may be permitted to place Official Orders for Services under any resultant Deed. Consequently, the volume of Services required under the resultant Deed may increase. Further information on Multi Agency Access can be found at:

<http://www.finance.gov.au/procurement/procurement-policy-and-guidance/buying/policy-framework/cooperative-agency/principles.html>.

- 1.8.1 The tenderer acknowledges that any resultant Deed may be available for access and use by other Commonwealth agencies.

1.9 Procurement Complaints

- 1.9.1 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.

1.10 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>.

- 1.10.1 In accordance with the Black Economy Procurement Connected Policy, and subject to clause 1.10.2, a tender is to include all of the satisfactory and valid STRs required from a tenderer under Table 1 of Annex C.
- 1.10.2 If the tender includes an STR receipt issued by the Australian Taxation Office confirming that the STRs required under Table 1 of Annex C were requested prior to the Closing Time, then the tenderer may provide all of the required satisfactory and valid STRs to the Contact Officer within 4 Working Days after the Closing Time.
- 1.10.3 Tenderers are to obtain and hold as at the Closing Time all of the satisfactory and valid STRs required under Table 1 of Annex C (or an STR receipt confirming that the STRs required under Table 1 of Annex C were requested prior to the Closing Time) of any entity that the tenderer proposes to engage as a direct Subcontractor, if the total value of all work under the Subcontract is expected to exceed \$4 million (inc GST).
- 1.10.4 For the purposes of the RFT, an STR is taken to be:
- a. **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
 - b. **valid** if the STR has not expired as at the date on which the STR is required to be provided or held.

2 TENDER PREPARATION AND LODGEMENT

2.1 Tenderers to Inform Themselves

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

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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/ExportControls/>.

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

2.2 Tender Preparation

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

2.3 Contact Officer and RFT Inquiries

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

2.4 Not Used

2.5 Defence Security Requirements

- 2.5.1 On request by the Commonwealth, the tenderer is to comply with the Commonwealth security clearance processes 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 may be conducted in accordance with the details provided in the Tender Details Schedule.
- 2.6.2 Industry briefing will only be conducted at the time and location provided in the Tender Details Schedule if the Commonwealth (in its absolute discretion) determines there is an adequate number of prospective tenderers nominated to attend by the date specified in the Tender Details Schedule.
- 2.6.3 Industry briefings are conducted for the purpose of providing background information only. Tenderers should note the effect of clause 1.2.1 and 2.1.3. 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 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 must comply with those terms and conditions and any applicable instruction, process, 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 must be directed to:

AusTender Help Desk

Telephone: 1300 651 698

International: +61 2 6215 1558

Email: tenders@finance.gov.au

The AusTender Helpdesk is available between 9am and 5pm Australian Capital Territory (ACT) Local Time, Monday to Friday (excluding ACT and national public holidays).

- 2.7.3 Tenders must 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 must be lodged in the Format specified in the Tender Details Schedule and all file names should:
- sufficiently identify the tenderer by including their name; and
 - reflect the parts of the response they represent, where the response comprises multiple files.
- 2.7.5 Tender files should not exceed a combined file size of 500 megabytes per upload.

2.8 Tender Validity Period

- 2.8.1 The Commonwealth requires that tenders submitted in response to this RFT remain open for acceptance during the Tender Validity Period specified in the Tender Details Schedule.
- 2.8.2 If this procurement is suspended under the *Government Procurement (Judicial Review) Act 2018* (Cth), the Tender Validity Period is extended by the period of suspension, up to 12 months.
- 2.8.3 Without limiting clause 2.8.2, the Commonwealth may request an extension of the Tender Validity Period.

2.9 Alterations, Erasures and Illegibility

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

2.10 Unintentional Errors of Form

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

2.11 Confidentiality

- 2.11.1 Tenderers are to treat the RFT and any information provided to tenderers by or on behalf of the Commonwealth in connection with the RFT process as confidential and not disclose or use that information except as strictly required for the purpose of developing a tender in accordance with the RFT.
- 2.11.2 In accordance with paragraph 7.21 of the CPRs, the Commonwealth will treat tenders as confidential before and after the award of any resultant Deed.
- 2.11.3 Despite clause 2.11.2 the Commonwealth may disclose information:
- if required by law or statutory or portfolio duties, or required for public accountability reasons, including following a request by parliament or a parliamentary committee;
 - for the purpose of defending any claim or proceeding in relation to this RFT process or any resultant Deed;
 - in the public domain otherwise than due to a breach of confidence; or
 - as contemplated under clause 2.13.

2.12 Probity Assurance

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

- 2.12.1 The Commonwealth may exclude a tender from further consideration if, in the opinion of the Commonwealth, the tenderer fails to comply with clause 4 of the Tenderer's Deed of Undertaking. The Commonwealth may exclude a tender from further consideration if the tenderer, any of its Related Bodies Corporate or any officer of any of them has been convicted of bribery of Commonwealth, State, Territory or foreign government officials at any time during the last seven years.

2.13 Use of Tender Documents

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

2.14 Part and Joint Tenders

- 2.14.1 Not used.
- 2.14.2 The Commonwealth will not consider a joint tender for the Services.

2.15 Alternative Proposals

- 2.15.1 The Commonwealth may consider an alternative proposal submitted by a tenderer that does not comply with the requirements of this RFT. The alternative proposal is to be submitted in accordance with this clause 2.15.
- 2.15.2 The Commonwealth will not consider an alternative proposal unless the alternative proposal:
- a. is submitted together with a tender that addresses the requirements of this 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 and any other consequences of the alternative proposal; and
 - e. contains sufficient and verifiable supporting information and data to enable a comparison of the alternative proposal against other tenders.
- 2.15.3 For the avoidance of doubt, alternative proposals are not required to constitute a complete tender that addresses all of the requirements of this RFT.

3 EVALUATION OF TENDERS

3.1 Evaluation Criteria and Process

- 3.1.1 Tenders will be evaluated on the basis of best value for money consistent with Commonwealth procurement policies, and the terms of this RFT.
- 3.1.2 The criteria to be applied for the purposes of evaluation will include the following, not in any order of importance:
- a. past performance of contractual obligations of the tenderer, any proposed Subcontractors and any Related Bodies Corporate;
 - b. the tenderer's degree of overall compliance with the RFT;
 - c. the extent to which the tender meets the technical, functional, operational and performance requirements stated in the draft SOS, including any specifications;
 - d. the extent to which the tenderer is compliant with the draft COD and the assessed level of risk relating to the negotiation of any resultant Deed acceptable to the Commonwealth;
 - e. the proposed corporate structure and the financial and corporate viability of the tenderer and Subcontractors to fulfil Contract obligations;
 - f. the tendered prices and pricing structure, including the proposed Labour Rates; and
 - g. the tenderer's demonstrated technical and managerial capability to provide the Services.
- 3.1.3 The Commonwealth may at any time during the RFT process:
- a. obtain additional information (whether that information is obtained through the RFT process or by any other means) relevant to a tenderer's tender;
 - b. use material tendered in response to one evaluation criterion in the evaluation of other criteria; or
 - c. subject to its IP and confidentiality obligations, use material tendered by the tenderer in other RFT processes conducted by the Commonwealth for purposes consistent with the Commonwealth's procurement objectives.
- 3.1.4 In assessing tenders, the Commonwealth may take into account any supporting documentation provided under clause 2.2.2 and 3.1.3a.

3.2 Minimum Content and Format Requirements

- 3.2.1 Subject to clause 2.10, the Commonwealth may 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.

3.3 Conditions for Participation

- 3.3.1 The Commonwealth will exclude a tender from further consideration if the Commonwealth considers that the tenderer does not satisfy any of the Conditions for Participation specified in the Tender Details Schedule.

3.4 Right to Exclude Non-Compliant Tenders

- 3.4.1 Subject to clause 3.4.2, tenderers should carefully note the following:
- a. through this RFT process, the Commonwealth intends to create a Panel of suppliers for the potential supply of the Services;
 - b. in the interests of efficient and effective administration of the Panel, it is therefore very important for the Commonwealth that the terms and conditions of the proposed Deeds with suppliers are common to all suppliers;
 - c. also, in the interests of efficient and effective administration of this RFT process, the Commonwealth does not envisage or intend for any substantial (i.e. non-trivial) negotiation of the terms of the draft Deed with tenderers which includes negotiating with different tenderers on issues of particular concern to that tenderer; and

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- d. accordingly:
- (i) the terms and conditions of the draft Deed should be considered by tenderers as representing the Commonwealth's determined positions on the matters to be covered by the proposed Deeds with suppliers;
 - (ii) noting that the Commonwealth does not intend to negotiate the terms and conditions of the draft Deed, the Commonwealth's expectation is that tenderers will commit to comply with the terms of the draft Deed without amendment;
 - (iii) each potential tenderer will therefore need to carefully assess whether or not to submit a tender (particularly a tender which is non-compliant with the terms and conditions of the draft Deed); and
 - (iv) the Commonwealth reserves the right to exclude any tender from further consideration if the Commonwealth considers, in its absolute discretion, that the tender is non-compliant (in any substantial way) with the terms and conditions of the draft Deed.

3.4.2 For clarity, clause 3.4.1 is not intended to prevent or restrict a tenderer from advising of any error that it considers is contained in the terms and conditions of the draft Deed. The appropriate way for tenderers to provide that advice is to the Contact Officer in accordance with clause 2.3.

3.5 Negotiation

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

3.6 Preferred Tenderer Status

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

3.7 Cost Investigation of Tenders

Note to tenderers: The Commonwealth may refer to the CASG Cost Principles in considering whether the costs that the Contractor seeks to recover under a resultant Deed are reasonable. An electronic version of 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>.

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

3.8 Debriefing of Tenderers

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

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PART 1 - ANNEXES TO THE CONDITIONS OF TENDER

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ANNEX 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 JSD/RFT/1540/1(**RFT**) issued by the Commonwealth and the tender submitted by the Tenderer in response to the RFT (**Tender**). Terms defined in the RFT will have the same meaning when used in this deed poll.
- 1.3 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 Deed.

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;
 - f. that representations made in the Tender, when incorporated in any resultant Deed, 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;

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- 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 Deed in the AusTender website;
- m. that the Tenderer understands and can meet the eligibility requirements for Level 3 DISP membership for the categories of Government and Personnel Security and Level 2 DISP membership for the categories of Physical Security and Information and Cyber Security; and
- n. 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 Deed and any resultant Contract and Subcontract under a resultant Deed.

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. no binding contract (including a process contract) or other understanding (including, without limitation, any form of contractual, quasi-contractual or restitutionary rights, or rights based upon similar legal or equitable grounds) will exist between the Commonwealth and the Tenderer unless and until a Deed is signed by the Commonwealth and the Tenderer; and
- c. the Commonwealth has no liability to pay the Tenderer, or any other person, and is not liable to the Tenderer for any compensation on the basis of any quantum meruit or any other contractual, quasi contractual or restitutionary grounds whatsoever as a consequence of any matter or thing relating to, or incidental to 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 Deed or Contract on an unconditional basis.

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:
 - a. the preparation or lodgement of tenders;
 - b. the evaluation and clarification of tenders; and
 - c. the conduct and content of negotiations, including final Deed negotiations,

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in respect of the RFT process.

- 4.2 For the purposes of clause 4.1, collusive tendering, anti-competitive conduct, or any other similar conduct may include the disclosure, exchange and clarification of information (in any form) whether or not such information is confidential to the Commonwealth or any other tenderer or any other person or entity.
- 4.3 The Tenderer represents and warrants:
- a. that the Tender has not been compiled:
 - (i) with the improper assistance of current or former Commonwealth Personnel or Defence Service Providers;
 - (ii) with the utilisation of information improperly obtained from the Commonwealth; or
 - (iii) in breach of an obligation of confidentiality to the Commonwealth;
 - b. that it and any Related Bodies Corporate, and their officers, employees, agents and advisers have and will, during the RFT process, comply with any applicable laws (including foreign anti-corruption legislation) or Commonwealth policies regarding the offering of unlawful inducements in connection with their Tender;
 - c. without limiting clause 4.3a that it and any Related Bodies Corporate have not and will not, without prior written approval from the Commonwealth, permit any current or former Commonwealth Personnel, or Defence Service Provider to contribute to, or participate in, any process or activity relating to the preparation of the Tender or the RFT process, if:
 - (i) the person was involved at any time in the planning of the procurement to which this RFT relates, the preparation of this RFT, or the management of the RFT process; or
 - (ii) the person was at any time during the 12 months immediately preceding the date of issue of the RFT involved in a Defence procurement process or activity relevant or related to the RFT; and
 - d. that the Tenderer is aware of the provisions of the *Australian Consumer Law* (Schedule 2 to the *Competition and Consumer Act 2010* (Cth)), and Division 137 of the *Criminal Code Act 1995* (Cth) and that its Tender does not contain any false, misleading or deceptive misrepresentations, claims or statements.
- 4.4 Except to the extent identified in clause 4.6, the Tenderer represents and warrants that it and any Related Bodies Corporate, and their officers have not been convicted of bribery of Commonwealth, state, territory or foreign government officials during the last seven years.
- 4.5 Except to the extent identified in clause 4.6, the Tenderer represents and warrants that it and its Related Bodies Corporate officers, employees, agents and advisers have no actual, potential or perceived conflict of interest between the interests of the Commonwealth and the Tenderer's interests in relation to the RFT process. The Tenderer agrees to take such steps as the Commonwealth may require to resolve or otherwise deal with a conflict notified under clause 4.6.
- 4.6 The following conviction for bribery, or actual, potential or perceived conflict of interest currently exist:
- [INSERT ANY CONVICTION FOR BRIBERY OF COMMONWEALTH, STATE, TERRITORY OR FOREIGN GOVERNMENT OFFICIALS DURING THE LAST 7 YEARS; INSERT ANY ACTUAL, POTENTIAL OR PERCEIVED CONFLICT OF INTEREST; OR IF NONE EXIST INSERT THE WORDS 'NOT APPLICABLE']**
- 4.7 If in relation to the RFT a conflict of interest exists, arises, or appears likely to arise, that the Tenderer has not previously disclosed, the Tenderer must notify the Commonwealth promptly in writing. The Tenderer agrees to take such steps as the Commonwealth may require to 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.

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- 4.8 The Tenderer acknowledges and agrees that the Commonwealth may exclude the Tender from further consideration if in the opinion of the Commonwealth:
- the Tenderer fails to take any steps required by the Commonwealth to resolve or deal with a conflict of interest;
 - the Tenderer fails to comply in any other respect with this clause 4; or
 - 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:
- have been found in the past 3 years to have committed a material breach; or
 - 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 1.10.3 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 1 of Annex C (or an STR receipt confirming that the STRs required under Table 1 of Annex C were requested prior to the Closing Time) of any entity that the Tenderer proposes to engage as a direct Subcontractor, 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.

6. APPLICABLE LAW

- 6.1 The Tenderer agrees that the laws of Australian Capital Territory 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:

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.....
FACSIMILE NUMBER:

.....
EMAIL ADDRESS:

Executed as a Deed Poll

Note for Deed Signature: Guidance on executing agreements, including some statutory requirements to ensure the execution is effective, are detailed in the 'Executing Agreements Fact Sheet', found on the Procurement and Contracting intranet page at:
<http://drnet.defence.gov.au/DMO/Commercial/Commercial%20Policy%20Framework/Pages/Fact-sheets-and-Guidance.aspx>

This guidance should be used to assess the Tenderer's execution of the Deed.

(INSERT APPROPRIATE TENDERER'S EXECUTION CLAUSE)

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ANNEX B

STATEMENT OF NON-COMPLIANCE

1. STATEMENT OF NON-COMPLIANCE

- 1.1 If a tenderer does not fully comply with any clause of the annexes to the Conditions of Tender (**COT**) (excluding Annex A) and the draft Conditions of Deed (**COD**) and attachments, it is to state its non-compliances in a Statement of Non-Compliance in the format at Table 1. 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.
- 1.2 Responses are to be in the order in which the clauses appear and refer to the relevant clause number, annex or attachment.
- 1.3 A tenderer will be deemed to be fully compliant with any clause not listed in the Statement of Non-Compliance.

Note to tenderers: Refer to clause 3.4 of the COT in relation to the Commonwealth's right to exclude non-compliant tenderers.

Further, failure to indicate all non-compliances in Table 1 may constitute false, misleading or deceptive conduct for the purposes the Australian Consumer Law (Schedule 2 to the Competition and Consumer Act 2010 (Cth)) or Division 137 of the Criminal Code Act 1995 (Cth).

Table 1: Statement of Non-Compliance Format

	Clause No.	Comments
Annexes (excluding Annex A) to the conditions of tender		
Draft conditions of deed		
Attachments to the draft conditions of deed		

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ANNEX C

INFORMATION TO BE PROVIDED BY TENDERER

1. TENDERER'S PROFILE

1.1 Tenderers are to provide the following information:

- a. details of how they would complete the Commonwealth's requirements as outlined in the draft Deed;
- b. the tenderer's background, experience and resources relevant to its ability to meet the requirement;
- c. 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 Deed or Contract.
- d. the following details of the tenderer, as applicable:
 - (i) the full name of the tenderer;
 - (ii) any trading or business name;
 - (iii) if a company, the registered office, principal place of business and an outline of the company structure;
 - (iv) the date and place of incorporation;
 - (v) 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 A.B.N (if any);
 - (vi) if an Australian company, its ACN/ARBN/ABN as applicable;
 - (vii) if the company has any third party quality certification (i.e. International Standards Organisation compliance), details of that certification;
 - (viii) if the tenderer is a Small Business; and

Note to Tenderers: The Approved Contractor Viability Program (ACVP) prequalifies as financially viable a small number of key suppliers to Capability Acquisition and Sustainment Group. Further information on the Approved Contractor Viability Program (ACVP), including eligibility criteria and the register of participating suppliers is available at <http://www.defence.gov.au/casg/DoingBusiness/ProcurementDefence/ContractingWithDefence/PoliciesGuidelinesTemplates/ProcurementGuidance/FSPPACVP.aspx>.

- (ix) whether the company is a participant in the Approved Contractor Viability Program (ACVP) (i.e. those that are listed in the ACVP register as at the time of tender lodgement).

1.2 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 Deed with the Commonwealth.

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>.

1.3 Tenderers are to:

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

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ANNEX C

- b. in accordance with clause 1.10.3 of the Conditions of Tender, obtain and hold any of the following STRs that are applicable to a relevant Subcontractor:

Table 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: <ul 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 Deed 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: <ul style="list-style-type: none"> (i) trustee; and (ii) the trust;
d. a joint venture participant;	a satisfactory and valid STR in respect of: <ul 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: <ul 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: <ul style="list-style-type: none"> (i) the GST Group member; and (ii) the GST Group representative.

If a tenderer has requested any of the STRs required under clause 1 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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ANNEX C

2. PAYMENT

Draft conditions of deed reference: clause 5

- 2.1 Tenders must complete the excel spreadsheet at Attachment A of this Annex C.
- 2.2 Prices for tendered Services are to be stated in Australian dollars, and the Commonwealth will make contractual payments on that basis. All prices tendered are to be in Base Date dollars.
- 2.3 Tendered prices are to be inclusive of all costs of complying with the COT and 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 Deed and any resultant Contracts. These include licence fees, royalty payments, arranging customs clearance and services of representatives. Tenderers are to apply the CASG Cost Principles when preparing tendered prices.
- 2.4 Prices for tendered Services are to be stated on the basis that any prices will not be subject to claims for adjustments reflecting exchange rates fluctuations or fluctuations in the cost of labour and materials.

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 the successful tenderer fails to quote an A.B.N. 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.

- 2.5 Tenderers are to submit their tendered prices inclusive of all overseas taxes, duties and charges and all Australian (Federal, State and local Government) taxes, duties and charges that are applicable at the Base Date, including GST and customs duty.

3. INSURANCE

Draft conditions of deed reference: clause 6.4

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 conditions of deed 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 conditions of deed 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 Prior to negotiations, tenderers without ACIP status that are selected as a preferred tenderer are to provide all relevant details of current or proposed insurance policies that they intend to rely upon in respect of the draft Deed, including:
- name of the insurer(s);
 - type of insurance;
 - terms and coverage of the insurance including person(s) insured, conditions and exclusions;

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ANNEX C

- d. limits of indemnity per claim or occurrence and details of any aggregate limits or relevant sublimits which apply;
- e. for a current policy, whether or not any past or current claims made under the policy have materially affected, or are likely to materially affect, the tenderer's ability to meet its obligations under any resultant Deed;
- f. coinsurance, self-insured retention or deductible amounts; and
- g. period of insurance.

Tenderers with ACIP Status:

- 3.2 Tenderers with ACIP status are not required to provide the information under paragraph 3.1, to the extent that the insurance policies they intend to rely upon in respect of the draft Deed are within the scope of their ACIP status. However, tenderers with ACIP status who intend to rely on any insurance policy which falls outside the scope of their ACIP status, are to comply with the requirements of paragraph 3.1 in respect of such insurance.
- 3.3 Tenderers with ACIP status are to indicate in their Statement of Non-Compliance against TDR C-3 that they have ACIP status and they are to identify any insurance policy which falls outside the scope of their ACIP status that they intend to rely upon in respect of the draft Deed.

All tenderers:

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

4. SUBCONTRACTORS

Draft conditions of deed reference: clause 8.10

- 4.1 Tenderers are to provide details of any Subcontractors that the tenderer proposes to use under the draft Deed if the value of the Services to be subcontracted exceeds \$1 million. Such detail is to include (for each proposed Subcontractor) the name and A.C.N./A.R.B.N. and A.B.N. as applicable of the company, the elements of work to be subcontracted, the technical significance of the work and the cost of the Subcontract.

5. GOVERNMENT FURNISHED MATERIAL

Draft conditions of deed reference: clause 3.3

- 5.1 Tenderers are to provide details of any GFM they require for the performance of the Services. If the use of GFM is proposed, tenderers are to provide details (including, but not limited to, the impact on the tendered price) of the effect of non-provision of GFM.
- 5.2 The decision as to whether or not GFM will be provided will be made at the sole discretion of the Commonwealth.

6. CONFIDENTIAL INFORMATION

Draft conditions of deed reference: clause 8.5

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

7. NOT USED

8. NOT USED

9. NOT USED

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ANNEX D

EMPLOYER SPONSORED SUPERANNUATION

Table 1: Questions to determine Eligibility

Questions to Determine Eligibility	Tenderer's Response
1. Are you contracting as a natural person rather than a company or trust?	
2. If you are a partner in a partnership, do you tender for the Deed in your own personal capacity rather than on behalf of the partnership?	
3. Is the value of the labour component of this tender more than 50% of the total value of this tender?	
4. Do you already have employer-sponsored superannuation of any type for this tender?	
5. Is the value of the labour component of the tender more than \$450 in any month when payments are made? Superannuation entitlements are only to be paid when the payment for a single calendar month equals or exceeds \$450. If the total payment is less than \$450 for a calendar month, the contractor is not eligible to receive superannuation entitlements for that month. Monthly payments of less than \$450 do not accumulate with successive monthly payments.	
6. What is the full name of the person to whom the superannuation benefit will accrue and into whose fund the benefit will be paid if a Deed is awarded in response to this tender?	
7. Please state that person's address.	
8. a. Are you a member of either the Commonwealth Superannuation Scheme or the Public Sector Superannuation Scheme, or are you eligible to have contributions made to either of these superannuation funds? Persons who are eligible to have contributions paid into either of the Commonwealth schemes should do so. b. Do you have an account with the Australian Government Employees Superannuation Trust (AGEST)? If the answer is yes please provide details. AGEST is the default fund for a person who does not make an election about where their Superannuation Guarantee contribution is to be placed.	

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9. What is the name and business address of the preferred Regulated Superannuation fund into which the benefit is to be paid? Does the fund accept electronic transfer of contributions? The payment of contributions may not be acceptable to Defence unless they can be processed electronically.	
---	--

I declare that the answers provided to the above questions are true and accurate.

Signature.....Name.....Date.....

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ANNEX E

NOT USED



Australian Government
Department of Defence
 Capability Acquisition and
 Sustainment Group

Cost Collection Workbook Instructions - Tenderer

Tendering Company Name
Enter tendering company name
Important Information to Tenderer
<p>Note: Tenderer must follow these instructions:</p> <p>a) Tenderers must input data in all relevant columns. Where columns contain a drop down menu, tenderers should select the most appropriate option unless free text is necessary.</p> <p>b) Drop down menus are marked with a violet background.</p> <p>c) Tenderers are advised not to alter or overwrite 'auto calc' column, marked with a grey background.</p> <p>d) Prices in Price and Payment Schedules are to be shown GST exclusive and fully burdened, unless noted otherwise.</p> <p>e) Not applicable.</p> <p>f) Tenderer to use 1 July 2019 as the base date for the pricing.</p> <p>g) The periods for the proposed Tender are 1st August 2019 - 1st August 2024</p>
Price and Payment Schedules Information
<p>1 Labour Rates</p> <p>a) This tab requires the tenderer to provide rates for labour. It requires data input.</p>
<p>2 Material Rates</p> <p>a) Tenderer to elaborate Key Mark-ups and On-cost for materials. This tab requires data input.</p>
<p>3 Key Pricing Information</p> <p>a) Tenderer to elaborate Key Mark-ups and On-cost for the Activities (inc. G&A, material, subcontract on costs and profit). This tab requires data input.</p>

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All amounts entered should be GS exclusive

[illegible]

Column () tenderer to provide additional comments if required

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Australian Government

Department of Defence
Capability Acquisition and
Sustainment Group

Material on Costs ISREW Standing Offer Panel

Mark-up Rates for Material		
Description	Order Values <= \$50,000	Order values > \$50,000
(a)	(b)	(c)
Mark-up on Contractor purchased materials		
Mark-up on subcontractors		

Column (a) - A description of the mark-up category

Column (b) - The rate that applied on this category for orders less than or equal to \$50,000

Column (c) - The rate that applied on this category for orders greater than \$50,000

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Key Pricing Information

Category	%	Provide summary for the mark up and its basis.
(a)	(b)	(c)
Labour On Cost		
Labour on Cost (Labour Overhead)		
Labour on cost components:		
Superannuation		
Payroll Tax		
Work Cover		
Long Service Leave		
Annual Leave		
Personal Leave		
Public Holidays		
General and Administration		
G & A on Labour		
G & A on Material		
Profit (Maximum)		
Profit on Labour (Research and Development)		
Profit on Labour (Engineering Development)		
Profit on Labour (Conduct and Support to T&E)		
Profit on Labour (Low Rate Production)		
Profit on Labour (Rapid Acquisition)		
Profit on Material		
Profit on Subcontractor		
Profit ODC		
Profit Other (Specific Price, Contingency, Custom & Overall Profit)		

% rate of direct labour on-cost

Please list all components that make up Labour on-cost (such as superannuation, payroll tax, LSL, Annual Leave etc). Delete irrelevant items as necessary

Please show all G&A margin rates that are applied on costs.

Please show all profit margin rates that have been used in pricing

Column (a) - Tenderers must indicate key pricing information based on the provided Categories and Descriptions.

Column (b) -Tenderers must identify the percentage for each Category that makes up the total contract price.

Column (c) -Tenderers are to provide comments and outline the method of valuation including the rationale.

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Australian Government

Department of Defence
Capability Acquisition and
Sustainment Group

**Department of Defence
(ABN 68706814312)**

Request for Tender

**Intelligence Surveillance Reconnaissance and
Electronic Warfare Security Services Standing
Offer Panel Request for Tender (RFT)
JSD/RFT/11540/1**

Addendum Number 1

ADDENDUM NO. 1

In accordance with clause 2.3 of the Conditions of Tender (COT), Defence provides the following information in relation to the RFT documentation.

Questions and Answers

1. Question

Is the delivery of electronic security included in the scope?

Answer

Please refer to the draft Scope of Services (Attachment A of Conditions of Deed).

2. Question

In relation to the Conditions of Participation, should tenderers already have this capability or be willing and able (therefore, eligible) to attain and receive the necessary clearances and assessments to achieve the respective DISP level membership?

Answer

Please refer to clause 2.1(m) of the Tenderer's Deed of Undertaking (Annex A of COT).

3. Question

Is this scope different to that of any existing ISREW standing offer panels?

Answer

Yes, please refer to the draft Scope of Services (Attachment A of Conditions of Deed).

4. Question

If a supplier is on an existing ISREW standing offer panel will they be automatically included as a supplier on this panel?

Answer

No.

-----END OF ADDENDUM NO. 1-----



Australian Government

Department of Defence
Capability Acquisition and
Sustainment Group

**Department of Defence
(ABN 68706814312)**

Request for Tender

**Intelligence Surveillance Reconnaissance and
Electronic Warfare Security Services Standing
Offer Panel Request for Tender (RFT)
JSD/RFT/11540/1**

Addendum Number 2

ADDENDUM NO. 2

In accordance with clause 2.3 of the Conditions of Tender (COT), Defence provides the following information in relation to the RFT documentation.

Industry Briefing Presentations

Please see Attachment A to this Addendum 2 the Industry Briefing PowerPoint presentation provided to attendees of the briefings conducted on 11 September 2019.

Questions and Answers

1. Question

Is there a defined set of labour categories that tenderers should provide rates against as a part of their responses?

Answer

The Commonwealth anticipates each tenderer will propose a bespoke set of labour categories with associated labour rates.

2. Question

What type of suppliers does the Commonwealth anticipate will be included on this panel?

Answer

The Commonwealth anticipates the suppliers on this panel will be specialist security suppliers.

3. Question

Should pricing be expressed including or excluding GST?

Answer

Pricing should be completed in accordance Attachment A to Annex C of the COT.

4. Question

What is the order of precedence for the RFT documents?

Answer

Unless stated otherwise, refer to clause 1.1.6 of the COT

5. Question

Is there a limitation on the number of panel members or a target number the Commonwealth is seeking to achieve?

Answer

No

6. Question

How broad is the scope?

Answer

Please refer to Attachment A of the COD.

7. Question

Will the services be done on the defence network or is there an ability to do work on the contractor's networks?

Answer

This will depend on the services being sought by the Commonwealth in a Tasking Statement and related Official Order.

8. Question

Is there a budgeted spend for the panel.

Answer

No

9. Question

Is this a panel for ISREW or the whole of JSD?

Answer

Please refer to parties of the COD and clause 1.10 of the COD.

10. Question

Can tenderers add additional labour categories after they have signed the deed?

Answer

No, the labour categories are set for the Term of the COD unless there is refresh to add new services.

11. Question

With reference to NV2 and PV personnel, can contactors propose personnel at the tasking statement/official order level?

Answer

Yes.

12. Question

Will ISREW sponsor PV ASGVA clearances for suppliers on the panel not engaged in an Official Order?

Answer

No.

13. Question

Can contractors apply for DISP membership during the term of the COD?

Answer

Yes

14. Question

Can tenderers provide bespoke labour categories in Attachment A to Annex C of the COT?

Answer

Yes, tenderers should amend the Attachment to reflect their proposed pricing structure.

15. Question

Will the Commonwealth provide benchmark rates for labour categories as a part of the RFT process?

Answer

No

16. Question

Does the SOS contemplate work being done at the secret level on the DSN?

Answer

Yes

17. Question

Do tenderers only need to undertake they have DISP eligibility for the categories of services they are tendering for?

Answer

Yes

18. Question

Should tenderers provide pricing for labour categories broken down into whether it is performed at the tenderers premises or the Commonwealth premises?

Answer

How tenderers propose pricing is at their own discretion.

19. Question

What work is scheduled for the next 5 years?

Answer

The Commonwealth does not currently have this information.

20. Question

How will you determine value for money for the SOS?

Answer

The Commonwealth will determine value for money at the tasking statement and related official order level.

21. Question

Do tenderers submit their response by email or AusTender?

Answer

AusTender.

22. Question

Will there be a revised scope released during the RFT process?

Answer

No.

23. Question

Following establishment of the panel will the Commonwealth aggregate and circulate the labour categories of all suppliers to suppliers?

Answer

No.

24. Question

Will the Commonwealth accept joint tenders?

Answer

No



Australian Government

Department of Defence
Capability Acquisition and
Sustainment Group

**Department of Defence
(ABN 68706814312)**

Request for Tender

**Intelligence Surveillance Reconnaissance and
Electronic Warfare Security Services Standing
Offer Panel Request for Tender (RFT)
JSD/RFT/11540/1**

Addendum Number 3

ADDENDUM NO. 3

In accordance with clause 2.3 of the Conditions of Tender (COT), the Commonwealth provides the following information in relation to the RFT documentation.

1. Question

Can the Commonwealth please confirm that the following are the sections of the RFT that are expected to be responded to in the tenderer's responses:

- a. Part 1 Conditions of Tender Annex A – Deed of Undertaking
- b. Part 1 Conditions of Tender Annex B – Statement of Non Compliance
- c. Part 1 Conditions of Tender Annex C – Information to be provided by the Tenderer
- d. Part 1 – Conditions of Tender Annex D – Employer Sponsored Superannuation

Answer

Yes, tenderers should review the COT and respond accordingly.

2. Question

Can the Commonwealth please confirm that Part 2 documents are provided for information at this time and are not required as part of the response submission?

Answer

Tenderers should review all RFT documentation released and respond in accordance with the COT.

3. Question

We note under the Tender Details Schedule (Conditions for Participation) that eligibility for Level 2 DISP membership is required for Physical Security only if a Tenderer proposes to use their premises in the delivery of services. Does the same principle apply with respect to the requirement to be eligible for Level 2 Information and Cyber Security (i.e. is this level of DISP membership only required if the Tenderer proposes to use their ICT infrastructure in the delivery of services)?

Answer

Yes.

4. Question

Does the scope include cybersecurity or other, more traditional areas of security including physical security?

Answer

Please refer to the Scope of Services at Attachment A to the COT.

5. Question

Can a tender response be submitted as a consortium response?

Answer

No tenders cannot be submitted by a consortium.

6. Question

Does a tender response need to identify all sub-contractor resources being put forward to demonstrate capability?

Answer

Please refer to clause 4 of Annex C of the COT.

7. Question

For avoidance of doubt, can you please confirm that you do not require the details of key persons, or people with NV2s, as part of panel response? We understand these will be nominated and managed per individual Tasking Statement.

Answer

Tenderers should refer to the COT for requirements of their tenderer in particular in the context of personnel Annex C to the COT and the evaluation criteria for the tender (clause 3.1.2 of the COT)

8. Question

Confirm that questions and answers from all briefs have been distributed via AusTender?

Answer

Yes all questions and answers from all Industry Briefings held have been distributed via Austender.

9. Question

Can the Commonwealth confirm that a tender will not be set aside as non-confirming due to an intent to only apply for Level 1 DISP membership for Information and Cyber?

Answer

Please refer to question 3 above, the Condition of Participation and Tenderer's Deed of Undertaking.

10. Question

Indicate how a tenderer can prove 'eligibility' under the new DISP whilst the transformation is in progress?

Answer

Please refer to question 3 above, the Condition of Participation and Tenderer's Deed of Undertaking.

11. Question

Are companies who are part of a CASG IWP consortium eligible to respond to the ISREW Security Services Standing Offer Panel?

Answer

Tenderers should refer to the Conditions of Participation in relation to eligibility to respond to the ISREW Security Services Standing Offer Panel.

12. Question

Should the Key Pricing Information tab in Attachment A to Annex C (Pricing) be amended to reflect the tenderer's relevant labour categories?

Answer

Yes.

-----END OF ADDENDUM NO. 3-----



Australian Government

Department of Defence

INTELLIGENCE SURVEILLANCE RECONNAISSANCE AND ELECTRONIC WARFARE (ISREW) STANDING OFFER PANEL FOR SECURITY SERVICES

DEED NO: JSD/RFT/11540/1

DETAILS SCHEDULE

PARTIES

COMMONWEALTH OF AUSTRALIA represented by the Department of Defence
ABN 68 706 814 312 (Commonwealth)

Commonwealth Representative:	ISREW Security Services Panel Manager		
Notice Details:	Address:	PO BOX 7904 CANBERRA BC ACT 2610	
	Fax:	(02) 6265 5798	
	Email:	isrew.securityservices.sop@defence.gov.au	

(INSERT FULL NAME OF CONTRACTOR) ABN (INSERT CONTRACTOR'S ABN) (Contractor)

Contractor Representative:	(INSERT DETAILS)		
Notice Details:	Address:	(INSERT ADDRESS)	
	Fax:	(INSERT FAX NUMBER)	
	Email:	(INSERT EMAIL ADDRESS)	

INFORMATION TABLE

Item	Information		
Item 1 (clause 1.3.1)	Initial Term:	Effective Date:	Date on which the Deed is signed by the parties, or if signed on separate days, the date of the last signature.
		Expiry Date:	31 December 2024
Item 2 (clause 1.3.2)	Options to Extend:	Number of Options:	One
		Option Period:	Five years
Item 3 (clause 6.3)	Limitation Amount:	Not Used	
Item 4 (clause 6.4)	Approved Contractor Insurance Program Status	<input type="checkbox"/> Yes / <input type="checkbox"/> No	

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ASDEFCON (Standing Offer for Services)

PART 2

Item	Information		
	Limits of indemnity for required insurances:	Public liability: (clause 1.1.1)	\$10 million
		Professional indemnity: (clause 6.4.3)	\$5 million
Item 5 (clause 7.2)	Warranty Period:	12 months after the date of Acceptance of the Services.	
Item 6 (clause 8.10)	Defence Security:	Security Classification of information, assets and work to be performed under the Contract: (clause 8.10.3)	Top secret
		DISP membership required: (clause 8.10.3)	<input type="checkbox"/> Yes / <input type="checkbox"/> No
		DISP membership level required:	
		Governance:	[INSERT LEVEL] [INSERT SPECIFIC DETAILS IF REQUIRED]
		Personnel Security:	[INSERT LEVEL] [INSERT SPECIFIC DETAILS IF REQUIRED]
		Physical Security:	[INSERT LEVEL] [INSERT SPECIFIC DETAILS IF REQUIRED]
		Information / Cyber Security:	[INSERT LEVEL] [INSERT SPECIFIC DETAILS IF REQUIRED]
		Personnel security clearance: (clause 8.10.3c)	[INSERT CLASSIFICATION]

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ASDEFCON (Standing Offer for Services)

PART 2

Item	Information						
	<table border="1"> <tr> <td>Facility / ICT Accreditation: (clause 8.10.3)</td><td> X Facility Accreditation required X ICT System Accreditation required <input type="checkbox"/> Classified assets </td></tr> <tr> <td>Security Classification and Categorisation Guide required: (clause 8.10)</td><td><input type="checkbox"/> Yes / <input type="checkbox"/> No</td></tr> <tr> <td>COMSEC material: (clause 8.10.5 and 8.10.6)</td><td> <input type="checkbox"/> transmitted in Australia <input type="checkbox"/> transmitted overseas </td></tr> </table>	Facility / ICT Accreditation: (clause 8.10.3)	X Facility Accreditation required X ICT System Accreditation required <input type="checkbox"/> Classified assets	Security Classification and Categorisation Guide required: (clause 8.10)	<input type="checkbox"/> Yes / <input type="checkbox"/> No	COMSEC material: (clause 8.10.5 and 8.10.6)	<input type="checkbox"/> transmitted in Australia <input type="checkbox"/> transmitted overseas
Facility / ICT Accreditation: (clause 8.10.3)	X Facility Accreditation required X ICT System Accreditation required <input type="checkbox"/> Classified assets						
Security Classification and Categorisation Guide required: (clause 8.10)	<input type="checkbox"/> Yes / <input type="checkbox"/> No						
COMSEC material: (clause 8.10.5 and 8.10.6)	<input type="checkbox"/> transmitted in Australia <input type="checkbox"/> transmitted overseas						
Item 7 (clause 9.1)	Governing Law: Australian Capital Territory						

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ASDEFCON (Standing Offer for Services)

PART 2

PART TWO - DRAFT DEED OF STANDING OFFER

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1 DEED FRAMEWORK**1.1 Definitions**

- 1.1.1 In the Deed and in any Contract, unless the contrary intention appears, words, abbreviations and acronyms have the meanings given to them by Details Schedule or by the Glossary at Attachment H. The Glossary also contains a list of documents referred to in the Deed and details of the version that is applicable to the Deed and any Contract.

1.2 Interpretation

- 1.2.1 In the Deed and in any Contract, unless the contrary intention appears:
- a. headings are for the purpose of convenient reference only and do not form part of the Deed or any Contract;
 - b. the singular includes the plural and vice-versa;
 - c. a reference to one gender includes the others;
 - d. a reference to a person includes a body politic, body corporate or a partnership;
 - e. if the last day of any period prescribed for the doing of an action falls on a day which is not a Working Day, the action shall be done no later than the end of the next Working Day;
 - f. a reference to an Act is a reference to an Act of the Commonwealth, State or Territory of Australia, as amended from time to time, and includes a reference to any subordinate legislation made under the Act;
 - g. a reference to a clause includes a reference to a subclause of that clause;
 - h. a reference to a 'dollar', '\$', '\$A' or 'AUD' means the Australian dollar unless otherwise stated;
 - i. a reference to a specification, publication, Commonwealth policy or other document is a reference to that specification, publication, Commonwealth policy or document, in effect on the Effective Date specified at the Details Schedule and updated from time to time, or alternatively, a reference to another version of the document if agreed in writing between the parties;
 - j. the word "includes" in any form is not a word of limitation; and
 - k. a reference to a party includes that party's administrators, successors, and permitted assignees, including any person to whom that party novates any part of the Deed or any Contract.
- 1.2.2 All information provided as part of the Services under the Deed and any Contract shall be written in English. Measurements of physical quantity shall be in Australian legal units as prescribed under the *National Measurement Act 1960* (Cth) or, if Services are imported, units of measurement as agreed by the Commonwealth Representative specified in the Details Schedule.
- 1.3 Term**

- 1.3.1 The Deed is legally binding from the Effective Date specified in the Details Schedule. Unless terminated earlier and subject to this clause 1.3, the Deed expires on the Expiry Date specified in the Details Schedule.
- 1.3.2 The Commonwealth may extend the Term for five years by giving the Contractor notice in writing not less than 6 months before the date on which the Deed would otherwise expire.
- 1.3.3 Without affecting the extensions to the Term made by a notice under clause 1.3.2 or 1.1.1, the Commonwealth shall specify in that notice the adjustments which shall be made to the Deed to give effect to the extension of the Deed and each party shall amend its copy of the Deed in accordance with that notice.

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- 1.3.4 The Contractor shall fulfil all Contracts entered into during the Term on the conditions current at the time the Contract is made notwithstanding that completion of the Contract may occur after the date on which the Deed has expired.

1.4 Entire Agreement

- 1.4.1 To the extent permitted by law, the Deed, and each 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.

1.5 Precedence of Documents

- 1.5.1 If there is any inconsistency between the terms of any documents that form part of the Deed, a descending order of precedence shall be accorded to:
- a. the COD (including the Details Schedule) and the Glossary (other than the referenced documents in the Glossary);
 - b. the attachments to the COD, other than the Glossary; and
 - c. any document incorporated by express reference as part of the Deed,
- so that the term in the higher ranked document, to the extent of the inconsistency, shall prevail.

1.6 Formation, Scope and Operation of Deed

- 1.6.1 The Deed constitutes a standing offer for the Term during which the Commonwealth may require the Contractor to provide Services as and when required by the Commonwealth in accordance with clause 1.6.2.
- 1.6.2 The Contractor acknowledges that:
- a. the Commonwealth has established the Panel; and
 - b. it is one of a number of suppliers on the Panel which may be requested to provide Services.

1.7 Ordering Services

- 1.7.1 The range of Services which the Contractor offers the Commonwealth are detailed at Attachment A to this Deed.
- 1.7.2 The Authorised Officer may seek Quotations from one or more suppliers on the Panel in the form of a Tasking Statement in accordance with Attachment C.
- 1.7.3 The Contractor shall provide either a Quotation in writing or a notice declining the invitation by the date that the Quotation is required as specified in the Tasking Statement. The Quotation shall contain all the information required by the Tasking Statement.
- 1.7.4 If the Authorised Officer seeks competitive Quotations under clause 1.7.2, the Commonwealth may:
- a. seek Quotations on a fixed price or other basis; and
 - b. give other suppliers on the Panel and the Contractor the opportunity to provide a Quotation on the basis of refining their Labour Rates.
- 1.7.5 Quotations will be evaluated on the basis of best value for money consistent with Commonwealth procurement policies. Neither the lowest priced Quotation nor any Quotation will necessarily be accepted by the Commonwealth.
- 1.7.6 If the Authorised Officer is agreeable to the Quotation submitted by the Contractor, an Authorised Officer may deliver an Official Order to the Contractor for the Services at the prices in the Quotation.
- 1.7.7 If the Authorised Officer delivers an Official Order to the Contractor:
- a. the Official Order shall form the Contract for the Services required by the Commonwealth. Any Contract so formed is effective from the date on which the

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PART 2

Commonwealth submits the Official Order to the Contractor in accordance with clause 2.4.2; and

- b. unless otherwise agreed in the Contract, the terms of each Contract so formed will be those set out in the following documents, in a descending order of precedence:
 - (i) the COD as applicable to the Contract;
 - (ii) the attachments to the COD;
 - (iii) the Official Order; and
 - (iv) any documents incorporated by express reference as part of the Contract.

1.7.8 No Services shall be carried out by the Contractor, and no amount shall become payable to the Contractor in respect of the Services, unless and until:

- a. a Quotation has been submitted by the Contractor to the Authorised Officer in relation to a relevant Tasking Statement; and
- b. an Official Order has been issued by the Authorised Officer for the provision of the Services to which the Quotation relates.

1.7.9 The Contractor shall, for the Contract Price, and any other payment required under any Contract, provide the Services in accordance with any Contract, and fulfil all other obligations as specified in that Contract.

1.7.10 The Contractor is not to respond to any directions in relation to Tasking Statements or Official Orders unless those directions are issued by the Authorised Officer or Commonwealth Representative.

1.8 No Assurance of Orders

1.8.1 The Commonwealth does not make any representation nor in any way binds itself to placing any Official Orders, or engaging any Services during the Term.

1.8.2 Subject to clause 1.6.2, the Deed or any Contract is not to be interpreted as providing that the:

- a. Contractor has the right to be the sole provider of the Services, or any part of the Services, to the Commonwealth; or
- b. Commonwealth is prevented from seeking the Services from other members of the Panel or from other suppliers.

1.9 Services

1.9.1 The Contractor acknowledges and agrees that:

- a. the specification of the requirements for the Services in the Contract is the result of resource-intensive Commonwealth definition, Approval and procurement processes;
- b. the Commonwealth has relied on the Contractor's representations about schedule (including as reflected in the Contract);
- c. the Commonwealth has determined that the Contract is value for money on the basis that the provision of all Services is achieved in accordance with the Deed and the Contract and with no delay; and
- d. it is reasonable that the Commonwealth at all times during the period of the Deed and any Contract has current knowledge and be advised by the Contractor of:
 - (i) progress under the Contract;
 - (ii) risks to the timely provision of the Services including potential minor omissions and defects;
 - (iii) any other potential or actual non-compliance with the Deed or any Contract;
 - (iv) risk management, including management of emerging risks; and
 - (v) any potential delay in meeting any timing obligation in the Deed or any Contract, for any reason, and whether or not the delay risk was foreseeable or has been previously identified.

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PART 2

1.9.2 The Contractor shall:

- a. proactively ensure that the Commonwealth is kept informed of matters relevant to the issues in clause 1.9.1, using the communication channels and reporting processes in the Deed and any Contract; and
- b. comply with any directions by the Commonwealth or the exercise of any other Commonwealth powers under or in relation to the Deed or any Contract in dealing with such matters, including providing any additional information or knowledge that the Commonwealth requires.

1.10 Multi Agency Access

- 1.10.1 The Contractor acknowledges and agrees that other Commonwealth agencies ('**Permitted Agencies**') may order Services under this Deed. The Commonwealth Representative shall nominate Authorised Officers from Permitted Agencies in accordance with clause 2.2.

2 ROLES AND RESPONSIBILITIES

2.1 Commonwealth Representative

- 2.1.1 The Commonwealth Representative is responsible for administering the Deed on behalf of the Commonwealth.
- 2.1.2 The Contractor shall comply with the reasonable directions of the Commonwealth Representative made within the scope of the administration of the Deed.
- 2.1.3 If given orally a direction shall be confirmed in writing within 10 Working Days. Unless otherwise specified in the Deed, the Commonwealth Representative shall have no authority to waive any provision of, or release the Contractor from, its obligations under the Deed except in accordance with clause 8.1.
- 2.1.4 Unless authorised by this Deed or any Contract, any work performed or cost incurred by the Contractor in response to a communication from the Commonwealth Representative is at the Contractor's sole risk.

2.2 Authorised Officer

- 2.2.1 The Commonwealth Representative may nominate by written notice to the Contractor from time to time any Authorised Officers for the purposes of the Deed. The written notice shall include the address, facsimile number and email at which notice or communication under the Deed or any Contract is to be delivered to the Authorised Officer.
- 2.2.2 An Authorised Officer is responsible for placing and administering Contracts on behalf of the Commonwealth. The Contractor shall comply with the reasonable directions of the Authorised Officer made within the scope of the administration of any Contract. All directions by an Authorised Officer will be provided in writing. The Authorised Officer shall have no authority to waive any provision of, or release the Contractor from, its obligations under any Contract except in accordance with clause 8.1.
- 2.2.3 Unless authorised by this Deed or any Contract, any work performed or cost incurred by the Contractor in response to a communication from the Authorised Officer is at the Contractor's sole risk.

2.3 Contractor Representative

- 2.3.1 The Contractor shall on or before the Effective Date specified in the Details Schedule nominate in writing the person with the authority to represent the Contractor for the purposes of the Deed and any Contract. Any communication passed by the Commonwealth to this person in accordance with clause 2.4 shall be deemed to have been delivered to the Contractor.

2.4 Notices

- 2.4.1 Unless the contrary intention appears, any notice under the Deed, (not including Official Orders), shall be effective if it is in writing and sent from and delivered to the Commonwealth Representative or Contractor's Representative, as the case may be, in accordance with the Notice Details specified in the Details Schedule.

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- 2.4.2 A notice given in accordance with this clause 2.4 is deemed to be delivered:
- a. if sent by pre-paid post, in three Working Days when sent within Australia and in eight Working Days when sent by air mail from one country to another;
 - b. if hand delivered, when received at the address, or by the addressee if sooner;
 - c. Not used; or
 - d. if sent as an email, when the email enters the recipient's information system, unless the sender's information system receives a message within one Working Day that the email has not been delivered to the recipient,
- but if the receipt, transmission or entry into the information system is not on a Working Day or is after 5.00pm (recipient's local time) on a Working Day, the notice is deemed to be delivered at 9.00am (recipient's local time) on the next Working Day.

3 PROVISION OF THE SERVICES

3.1 Authorisations

- 3.1.1 The Contractor shall, and shall ensure that its Subcontractors:
- a. obtain and maintain in full force all Authorisations required for provision of the Services;
 - b. provide a copy of any Authorisations to the Commonwealth within 10 Working Days of request by the Commonwealth; and
 - c. ensure that the Services are provided in accordance with all Authorisations.
- 3.1.2 The Contractor shall notify the Commonwealth Representative within 10 Working Days after receiving notification of refusal to grant, or an intent to revoke or qualify, an Authorisation required provision of the Services.

3.2 Government Furnished Material

- 3.2.1 If specified in and required under any Contract, the Commonwealth shall deliver or provide access to, and the Contractor shall manage, Government Furnished Material (**GFM**) in accordance with the Deed and any Contract at the place and times specified in that Contract or otherwise determined by the relevant Authorised Officer.
- 3.2.2 Unless otherwise notified to the Contractor by the Commonwealth, GFM remains the property of the Commonwealth. The Commonwealth is entitled to identify GFM as its property and the Contractor shall preserve any means of identification.
- 3.2.3 Upon receipt of GFM, the Contractor shall:
- a. inspect GFM for physical damage, any defects or deficiencies which impact on, or are likely to impact on, the intended use of the GFM; and
 - b. report its satisfaction or dissatisfaction with the GFM in writing to the relevant Authorised Officer within five Working Days.
- 3.2.4 The Contractor shall:
- a. take all reasonable care of, and be liable for loss of or damage to, GFM in its care, custody or control; and
 - b. utilise the GFM in performing the Services with a high degree of professional skill and care and in accordance with the relevant Contract.
- 3.2.5 The Contractor shall return GFM (other than consumable items of GFM) to the Commonwealth as specified in the relevant Contract or as directed by the relevant Authorised Officer.
- 3.2.6 The Contractor acknowledges and agrees that the Commonwealth does not give any warranty or representation about the suitability or fitness of any GFM for any particular use or application.
- 3.2.7 The Contractor shall not:
- a. without the prior written Approval of the relevant Authorised Officer:

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- (i) use GFM other than for the purposes of the relevant Contract;
 - (ii) modify GFM;
 - (iii) transfer possession or control of GFM to any other party; or
 - (iv) communicate or divulge GFM to any other party; or
 - b. create or allow to be created any lien, charge, mortgage or encumbrance over any GFM.
- 3.2.8 The Contractor shall not use GFE other than for a purpose for which the GFE was designed, manufactured or constructed.
- 3.2.9 The relevant Authorised Officer may notify the Contractor of any IP rights applicable to the GFM and the Contractor shall not act contrary to the existence of such rights.

3.3 Contractor Managed Commonwealth Assets

- 3.3.1 The Contractor shall take all reasonable care of Contractor Managed Commonwealth Assets (**CMCA**) and shall provide facilities to store and handle all CMCA as they are received.
- 3.3.2 The Contractor shall, within five Working Days of becoming aware that any CMCA is lost, destroyed, damaged, defective or deficient, notify the Authorised Officer of the event in writing.
- 3.3.3 The Contractor shall be liable to the Commonwealth for loss or destruction of, damage to or defects or deficiencies in, the CMCA, except to the extent that the loss, destruction, damage, defects or deficiencies result from any unlawful or negligent act or omission on the part of the Commonwealth or Commonwealth Personnel. Subject to clause 3.3.4, or an agreement by the parties to replace the CMCA, the Contractor shall compensate the Commonwealth for the loss or destruction of, damage to or defects or deficiencies in, the CMCA and the Commonwealth may recover an amount equivalent to the value of the compensation under clause 10.3 as a debt due to the Commonwealth.
- 3.3.4 If, in the opinion of the Commonwealth Representative, the Contractor has the necessary capacity, the Commonwealth Representative may require the Contractor, by notice in writing, to transport, dispose of or repair, damaged, defective or deficient CMCA. If the Contractor is liable under clause 3.3.3 for the damage, defect or deficiency, the work performed by the Contractor under this clause 3.3.4 shall discharge or partially discharge the Contractor's liability. If the Contractor is not liable under clause 3.3.3 for the damage, defect or deficiency, the Contractor shall, if the parties agree in advance to the cost of the work, perform the work for no more than the agreed cost.

3.4 Stocktaking of Contractor Managed Commonwealth Assets

- 3.4.1 The Contractor shall:
- a. institute, maintain and apply a system for, the accounting for and control, handling, preservation, protection and maintenance of CMCA;
 - b. undertake quarterly stocktakes and other assurance checks of CMCA; and
 - c. develop and deliver quarterly CMCA stocktaking reports that include the following information:
 - (i) the stocktake number;
 - (ii) the storage location of all goods included in the stocktake;
 - (iii) all stocktake codes;
 - (iv) stocktake start and end dates; and
 - (v) statistical data including the quantity and value of all discrepancies, shelf stock held, shelf stock stocktaken, surpluses and deficiencies.
- 3.4.2 The Contractor shall promptly conduct investigations into every discrepancy arising from stocktakes of CMCA.
- 3.4.3 The Contractor shall immediately notify the Authorised Officer of any deficiencies that are discovered through a stocktake or other assurance checks of CMCA.

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3.5 Key Persons

- 3.5.1 The Contractor shall ensure that the Services are performed by Contractor Personnel who:
- a. are suitably qualified, with appropriate skills and experience; and
 - b. hold an appropriate current certificate, Authorisation or accreditation at all times during the provision of the Services.
- 3.5.2 The Contractor shall ensure that each Key Person named in the Official Order at Attachment D delivers the Services under the Contract identified in that Attachment.
- 3.5.3 If the Contractor becomes aware that a Key Person will or may become unavailable for the performance of the work under the Contract, the Contractor shall:
- a. promptly notify the Commonwealth of the impending unavailability; and
 - b. nominate, at its earliest opportunity, a suitable replacement for the Commonwealth's consideration.
- 3.5.4 The Commonwealth may, at any time, give notice in writing, including reasons, directing the Contractor to remove a Key Person or other Contractor Personnel from work in respect of the Services. The Contractor shall arrange for their replacement at the earliest opportunity with Contractor Personnel of appropriate skills and experience.
- 3.5.5 If the Contractor is unable to provide a replacement with suitable skills or in a sufficient time to enable the Contractor to complete the Services in accordance with the Contract, the Commonwealth may terminate the Contract in accordance with clause 10.2.
- 3.5.6 Any requirement to replace any of the Contractor Personnel during the course of any Contract (whether at the request of the Commonwealth or not) shall not constitute an act or event that is beyond the reasonable control of the Contractor in meeting the requirements of the Contract.

4 INTELLECTUAL PROPERTY

4.1 Ownership of Intellectual Property

- 4.1.1 Nothing in the Deed affects the ownership of Background IP or Third Party IP.
- 4.1.2 Unless otherwise specified in a Contract:
- a. ownership of all Foreground IP vests on its creation in the Commonwealth;
 - b. for any Foreground IP that vests in the Commonwealth, the Commonwealth has the exclusive right to apply for registration of that Foreground IP in all countries of the world; and
 - c. the Contractor shall ensure that, before a Subcontractor commences work in relation to the Services, the Subcontractor has agreed that all Foreground IP vests on its creation in the Commonwealth and that the Commonwealth has the exclusive right to apply for registration of that Foreground IP in all countries of the world.

4.2 Intellectual Property Licence

- 4.2.1 Unless otherwise specified in a Contract:
- a. the Contractor grants to the Commonwealth a royalty-free, irrevocable, world-wide, perpetual, non-exclusive licence in respect of all Background IP and Foreground IP owned by the Contractor, including the right to sub-license:
 - (i) to use, maintain, modify, develop and dispose of the Services;
 - (ii) to complete the Services upon termination of the Deed or any Contract; and
 - (iii) to remedy defects or omissions in the Services in accordance with clause 7.2;
 - b. the Contractor shall ensure that before a Subcontractor commences work in relation to the Services, the Commonwealth is granted a licence in respect of all Background IP and Foreground IP owned by or licensed to a Subcontractor on the same terms as clause 4.1.2a;

- c. the Contractor shall ensure that the Commonwealth is granted a licence to exercise all Third Party IP on the best available commercial terms; and
- d. the Commonwealth may, on request, grant the Contractor a licence to exercise Foreground IP owned by the Commonwealth.

4.3 Provision of Technical Data

- 4.3.1 The Contractor shall provide with the Services all TD necessary for the Commonwealth to exercise its IP rights as defined in clause 4.1 and 4.2, for the purposes permitted by that licence.
- 4.3.2 For all Foreground IP that vests in the Commonwealth, the Contractor shall provide with the Services all TD in existence that relates to that Foreground IP.
- 4.3.3 The Contractor shall ensure that all TD provided to the Commonwealth will enable a reasonably skilled person to efficiently and effectively do the things permitted to be done by the Commonwealth in the exercise of its IP rights under clause 4.1 and 4.2.

4.4 Intellectual Property Schedule

- 4.4.1 The Contractor shall maintain and update the Intellectual Property Schedule at Attachment G.
- 4.4.2 The Contractor shall deliver updated versions of the Intellectual Property Schedule by submitting an updated Attachment G as a part of each Quotation to reflect the changes to the Intellectual Property Schedule.
- 4.4.3 The Contractor shall, as soon as possible, but no later than the submission of the final claim for payment under clause 5.2, deliver a fully updated Intellectual Property Schedule to the Authorised Representative.
- 4.4.4 The Commonwealth reserves the right to withhold payment of the final claim for payment under clause 5.2 until the Contractor complies with its obligations under this clause 4.4.
- 4.4.5 For the avoidance of doubt, the Intellectual Property Schedule is for record management purposes and does not in any way alter or limit this clause 4.4. If there is any inconsistency between this clause 4.4 and the Intellectual Property Schedule, clause 4.4 shall, to the extent of the inconsistency, prevail.

4.5 Release to Third Parties

- 4.5.1 If the Commonwealth makes available to another person any IP rights that are owned by the Contractor and which is Background IP or Foreground IP, the Commonwealth shall obtain from that person a deed of confidentiality.

4.6 Moral Rights

- 4.6.1 The Contractor represents and warrants that the use of the Services for Defence Purposes or other purposes permitted by the Deed or any Contract will not infringe the Moral Rights of the Contractor Personnel, Subcontractors or Subcontractor Personnel.
- 4.6.2 The Contractor shall ensure that none of the:
 - a. Contractor Personnel;
 - b. Subcontractors; or
 - c. Subcontractor Personnel,
 institute, maintain or support any claim or proceeding against the Commonwealth or its officers, employees or agents for infringement of any of their Moral Rights.

5 PRICE AND PAYMENT

5.1 Price and Price Basis

- 5.1.1 Subject to clauses 5.6, 5.7 and 8.1, the maximum Labour Rates that shall apply to all work performed under this Deed and any Contract are set out in Attachment B and are unalterable.

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- 5.1.2 The Contract Price will be as set out in the relevant Official Order, and is payable, subject to satisfactory performance of the Services, in accordance with the Deed and the relevant Contract. The parties may agree as an alternative to using the rates set out in Attachment B, a fixed fee which must be no worse than the rates or price arrangement in Attachment B and must be documented in the Official Order.
- 5.1.3 The Commonwealth shall be entitled, without derogating from any other rights it may have, to defer payment of a claim until the Contractor has completed, to the satisfaction of the Authorised Officer, that part of the Services to which the claim relates.

5.2 Payment

Note to tenderers: It is Commonwealth policy to pay its suppliers by direct credit. If it has not done so in the past, the successful tenderer should, prior to Deed signature, provide the Commonwealth Representative with details of the bank account into which payments should be directed.

- 5.2.1 The Contractor shall submit a claim for payment in accordance with clause 5.3.
- 5.2.2 On receipt of a claim for payment the Authorised Officer shall either:
- Approve the claim if it is submitted in accordance with clause 5.2.1; or
 - reject the claim if it is not submitted in accordance with clause 5.2.1, or on the basis of clause 5.1.3.

Note to tenderers: Per the Commonwealth Pay On-Time Policy, if the Contract Price is up to and including A\$1 million (GST inclusive), maximum payment terms will be 20 days. If the Contract Price is above A\$1 million (GST inclusive), maximum payment terms will be 30 days. Information on the Pay On-Time Policy is available at: <https://www.finance.gov.au/resource-management/spending/pay-on-time-policy/>.

- 5.2.3 When a claim is Approved under clause 5.2.2a, the Commonwealth shall make payment within the following period (as applicable) after receipt of the claim:
- 20 days, if the Contract Price is less than or equal to A\$1 million; or
 - 30 days, if the Contract Price is greater than A\$1 million.
- 5.2.4 When the Authorised Officer rejects the claim under clause 5.2.2b, the Authorised Officer shall, within 10 Working Days of receipt of the claim, notify the Contractor in writing of the need to resubmit the claim and the reasons for rejection and any action to be taken by the Contractor for the claim to be rendered correct for payment.
- 5.2.5 Upon receipt of a notice issued pursuant to clause 5.2.4, the Contractor shall promptly take all necessary steps to make the claim for payment conform to the requirements of the Deed and the relevant Contract and shall submit a revised claim to the Authorised Officer when such action is complete. The resubmitted claim shall be subject to the same conditions as if it were the original claim.
- 5.2.6 If the Commonwealth agrees to accept the Services despite any minor omissions or defects or other non-compliance, the Commonwealth may, after consultation with the Contractor:
- determine a revised Contract Price reflecting the reduction in value for money of the omission, defect or non-compliance ('**Reduction Amount**'); and
 - exercise its rights under clause 10.3 in respect of the Reduction Amount.

5.3 Claims for Payment

- 5.3.1 The Contractor shall be entitled to submit claims for payment in accordance with the Deed and the relevant Contract.
- 5.3.2 All claims for payment submitted by the Contractor shall:
- subject to clause 5.2.6, be correctly addressed, calculated in accordance with the relevant Contract and meet the requirements of the relevant Contract;
 - be in the form of a valid tax invoice in accordance with clause 5.5;
 - contain the following information:

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- (i) the title of the Services and the name of the Contractor's Representative;
 - (ii) the name and phone number of the Authorised Officer;
 - (iii) the Official Order number and purchase order number;
 - (iv) the date, task item, number of hours and hourly rate (if applicable); and
 - (v) the amount of the claim; and
- d. be accompanied by any documentation requested by the Authorised Officer in order to establish that the Services meet the requirements of the relevant Contract or that the claim is in accordance with the relevant Contract.

5.3.3 All claims for payment are to be submitted to the Authorised Officer in accordance with clause 2.2.

5.4 Ownership and Control of Services

5.4.1 Subject to clause 4, ownership of Services, or partially completed Services, shall pass to the Commonwealth upon payment of a claim relating to those Services in accordance with clause 5.

5.4.2 If ownership of the Services vests in the Commonwealth, the Contractor shall deliver to the Commonwealth all Services remaining in its possession upon expiration or termination of the Deed or Contract.

5.5 Taxes and Duties

5.5.1 All taxes, duties and government charges imposed or levied in Australia or overseas in connection with the Deed or any Contract shall be met by the Contractor and shall be included within the Contract Price.

5.5.2 The Contract Price set out in the Official Order at Attachment D includes GST for Services to be delivered under the Contract which are taxable supplies within the meaning of the GST Act.

5.5.3 The Contractor shall submit each claim for payment under this clause 5 in the form of a valid tax invoice. The tax invoice shall include the amount and method of calculation of any GST payable by the Contractor in relation to that claim for payment as a separate item.

5.5.4 If the Contractor incorrectly states the amount of GST payable, or paid, by the Commonwealth on an otherwise valid tax invoice, the Contractor shall issue to the Commonwealth a valid adjustment note in accordance with the GST Act.

5.5.5 If the Commonwealth makes, or is assessed by the ATO as having made, a taxable supply to the Contractor under or in connection with the Contract, the Commonwealth shall be entitled to recover from the Contractor upon presentation of a valid tax invoice, the amount of GST paid or payable by the Commonwealth to the ATO.

5.5.6 Any amount of GST to be paid by the Contractor under clause 5.5.5 shall be a debt due to the Commonwealth in accordance with clause 10.3.

5.6 Not Used

5.7 Reprice for Option to Extend

5.7.1 If the Commonwealth exercises its option to extend the Term pursuant to clause 1.3, then the Labour Rates at Attachment B shall be subject to reprice on the Expiry Date.

5.8 Late Payments

Note to tenderers: This clause will only be used if the estimated aggregate value of all Contracts that may be entered into is valued up to and including \$1 million (GST inclusive).

5.8.1 If payment of an amount due under a Contract is made late, the Commonwealth shall pay interest on the unpaid amount, whether or not the Contractor has submitted a separate invoice for the interest.

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- 5.8.2 Interest payable by the Commonwealth under this clause 5.8 shall be calculated in accordance with the following formula:

$$\text{Interest payment} = I\% \times P \times n$$

Where:

- “I%” for late payments = the General Interest Charge Rate current at the due date of payment expressed as a decimal rate per day.
- “P” = the amount of the late payment.
- “n” = the number of days that the payment was late up to and including the day that the payment is made.

- 5.8.3 Interest shall only be payable in accordance with this clause 5.8 if the interest amount exceeds A\$100.

5.9 Cost Principles

- 5.9.1 Without in any way affecting or overriding the other terms of the Deed or any Contract, the Commonwealth may apply the CASG Cost Principles when considering any:

- a. price for any change proposal to the Deed or any Contract under clause 8.1; or
- b. claim for costs if the Deed or any Contract is terminated.

6 INSURANCE AND LIABILITY

6.1 Indemnity

- 6.1.1 The Contractor shall indemnify the Commonwealth and Commonwealth Personnel against any liability, loss, damage, costs (including the cost of any settlement and legal costs and expenses on a solicitor and own client basis) and expenses arising out of or in connection with a default or unlawful or negligent act or omission on the part of the Contractor, Contractor Personnel, Subcontractors or Subcontractor Personnel. The Contractor's liability to indemnify the Commonwealth shall be reduced proportionally to the extent that any unlawful or negligent act or omission on the part of the Commonwealth or any person through whom the Commonwealth is acting (but not including the Contractor, Contractor Personnel, Subcontractors or Subcontractor Personnel) contributed to the liability, loss, damage, costs or expenses.

6.2 Intellectual Property Indemnity

- 6.2.1 The Contractor shall indemnify the Commonwealth, Commonwealth Personnel, licensees or sub-licensees 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 sustained or incurred by the Commonwealth which arises out of any action, claim, dispute, suit or proceeding brought by any third party in respect of any:
- a. infringement or alleged infringement of that third party's IP rights including Moral Rights when the infringement or alleged infringement arises out of any activity permitted under any licence or assignment referred to in clause 4 or otherwise under the Deed or any Contract; or
 - b. breach or alleged breach of any duty of confidentiality owed to that third party, when the breach is caused by any act or omission on the part of the Contractor or any Contractor Personnel, Subcontractors or Subcontractor Personnel (whether or not such act or omission constitutes a breach of the Deed or any Contract).
- 6.2.2 For the purposes of this clause 6.2, 'infringement' includes unauthorised acts which would, but for the operation of section 163 of the *Patents Act 1990* (Cth), section 96 of the *Designs Act 2003* (Cth), section 183 of the *Copyright Act 1968* (Cth), and section 25 of the *Circuits Layout Act 1989* (Cth), constitute an infringement.

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6.3 Not Used

6.4 Insurance

Note to tenderers: The operation of clause 6.4 will vary depending on whether the Contractor has Approved Contractor Insurance Program (ACIP) status and, where a Contractor has ACIP status, to the extent any of the policies required by clause 6.4 are within the Contractor's ACIP.

As per clause 6.4.11, for Contractors with ACIP status, the Contractor will be deemed compliant with relevant requirements of this clause where the policy is within the scope of the Contractor'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>.

- 6.4.1 The Contractor shall effect and maintain (or be insured under) the insurances for the times and in the manner specified in this clause 6.4, except to the extent that a particular risk is insured against under other insurance effected in compliance with this clause 6.4.
- 6.4.2 The Contractor shall use its reasonable endeavours to ensure that its Subcontractors are insured as required by this clause 6.4, as is appropriate (including with respect to the amount of insurance, types of insurance and period of insurance) given the nature of services or work to be performed by them, as if they were the Contractor.
- 6.4.3 The Contractor shall effect and maintain workers compensation insurance or registrations as required by law, in respect of the Contractor's liability to its employees engaged in the performance of any obligation or the exercise of any right under the Deed or any Contract.
- 6.4.4 The Contractor shall effect and maintain public liability insurance written on an occurrence basis with a limit of indemnity of not less than the amount specified in the Details Schedule each and every occurrence which covers the Contractor and Contractor Personnel for their respective liabilities caused by, arising out of, or in connection with the negligent performance of any obligation or the exercise of any right under the Deed or any Contract by the Contractor, Contractor Personnel, Subcontractors or Subcontractor Personnel.
- 6.4.5 The Contractor shall effect and maintain professional indemnity insurance with a limit of indemnity of not less than the amount specified in the Details Schedule per claim and in the aggregate for all claims in any 12 month policy period, and including a right of reinstatement, which covers the liability of the Contractor at general law arising from a negligent breach of duty owed in a professional capacity by reason of any act or omission of the Contractor, Contractor Personnel, Subcontractors or Subcontractor Personnel. Such insurance shall:
 - a. have a definition of professional services broad enough to include all professional services, activities and duties to be provided or performed by the Contractor, Contractor Personnel, Subcontractors and Subcontractor Personnel under the Deed or any Contract;
 - b. extend to cover claims related to software and IT risks;
 - c. extend to cover claims for unintentional breaches of Intellectual Property rights;
 - d. extend to cover claims for unintentional breaches of trade practices laws;
 - e. have a retroactive date of no later than the earlier of the commencement of the work under the Deed or any earlier preparatory work by the Contractor, Contractor Personnel, Subcontractors and Subcontractor Personnel; and
 - f. have worldwide territorial and jurisdictional limits.
- 6.4.6 The insurances and registrations referred to in:
 - a. the following clauses shall be effected before the Contractor commences work under the Deed, and thereafter be maintained until all work under the Deed and any Contract is completed:
 - (i) clause 1.1.1 (workers compensation); and
 - (ii) clause 1.1.1 (public liability); and

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- b. clause 6.4.3 (professional indemnity) shall be effected before the Contractor commences work under the Deed, and thereafter be maintained until the earlier of:
 - (i) 10 years following completion of the work under the Deed and any Contract; or
 - (ii) 10 years following an earlier termination of the Deed and all Contracts extant at the date of termination of the Deed.
 - 6.4.7 To the extent that the Contractor's insurances and registrations required by clause 6.4 of this Deed are in fact written on a claims made basis (notwithstanding any requirements of this Deed for such insurances to be written on an occurrence basis) then the Contractor must maintain those insurances and registrations until the earlier of:
 - a. 10 years following completion of the work under the Deed and any Contract; or
 - b. 10 years following an earlier termination of the Deed and all Contracts extant at the date of termination of the Deed.
 - 6.4.8 With the exception of statutory insurances, the insurances referred to in this clause 6.4 shall be effected with an insurer with a financial security rating of "A-" or better by Standard & Poors (or the equivalent rating with another recognised rating agency), or an insurer approved by the Commonwealth, acting reasonably.
 - 6.4.9 The Contractor shall, on request, produce evidence satisfactory to the Commonwealth Representative or Authorised Officer (as applicable), acting reasonably, of the currency and terms of the insurances referred to in this clause 6.4.
 - 6.4.10 In respect of each insurance referred to in this clause 6.4, the Contractor shall:
 - a. promptly inform the Commonwealth if it becomes aware of any actual, threatened or likely claims (with the exception of claims or potential claims by the Commonwealth against the Contractor) which could materially reduce the available limits of indemnity or which may involve the Commonwealth, and shall reinstate or replace any depleted aggregate limit of indemnity resulting from claims that are unrelated to the work under the Deed or any Contract, if requested to do so in writing by the Commonwealth; and
 - b. do everything reasonably required by the Commonwealth to enable the Commonwealth to claim and to collect or recover monies due under any insurance policy.
- Note to tenderers: Clause 6.4.11 will only be included if the Contractor has an ACIP and may require amendment to only apply to those insurances to be covered by the ACIP.***
- 6.4.11 The Contractor shall be:
 - a. deemed compliant with the requirements of the following clauses:
 - (i) clause 6.4.1;
 - (ii) clause 1.1.1 (workers compensation);
 - (iii) clause 1.1.1 (public liability);
 - (iv) clause 6.4.3 (professional indemnity); and
 - (v) clauses 6.4.6, 6.4.7 and 6.4.8; and
 - b. relieved of its obligations under clauses 6.4.9 and 6.4.10; and
 - c. in respect of a particular insurance listed in clause 6.4.11a for any period during which the Contractor's insurance program holds ACIP status under CASG's centralised process for monitoring the compliance of contractors with contractual insurance requirements, subject to any limitations on or conditions of that Approval (including whether the Contractor's ACIP status extends to that type of insurance). The Contractor shall advise the Commonwealth Representative within five Working Days if its ACIP status is withdrawn or suspended by the Commonwealth.
 - 6.4.12 In addition to any other rights the Commonwealth may have under clause 10.2, the Commonwealth reserves the right to withhold payments under the Deed or any Contract if the Contractor has failed to remedy a breach of this clause 6.4.

7 WARRANTIES

7.1 Fitness for Purpose

- 7.1.1 The Contractor shall ensure and warrants that any Services provided under any Contract shall be fit for the purpose or purposes for which Services of that kind would be reasonably expected to be applied by the Commonwealth.

7.2 Warranty

- 7.2.1 The Contractor warrants that it has the necessary expertise, experience, capacity and capability required to perform the Services in accordance with a standard of care, skill and diligence that would be exercised by a competent supplier of such Services and that the Services shall conform with the requirements of the Contract.
- 7.2.2 The Contractor shall remedy any errors or defects in the Services notified to the Contractor by the Authorised Officer during the Warranty Period specified in the Details Schedule.
- 7.2.3 The liability of the Contractor to remedy errors or defects under clause 7.2.2 by the Contractor shall not apply to the extent that the defect arises from the Commonwealth's negligent or wilful damage of the Services.
- 7.2.4 The Contractor, unless the Authorised Officer otherwise allows, shall meet all costs of, and incidental to, the discharge of the warranties under this clause 7.2.
- 7.2.5 The Contractor acknowledges that the Commonwealth enters into the Contract in reliance on the Contractor's warranties in this clause 7.2, and the Contractor's skill and judgement in rendering the Services.
- 7.2.6 If the Contractor fails, within 30 days after notification by the Authorised Officer, to rectify an error or a defect pursuant to this clause 7.2, the Commonwealth may, without limiting the Contractor's warranties and obligations under clause 7, perform or have performed the necessary remedial work at the expense of the Contractor, and may recover such expense as a debt due to the Commonwealth in accordance with clause 10.3.
- 7.2.7 The rights and remedies provided in this clause 7.2 are in addition to, and shall not limit, any other rights of the Commonwealth under the Deed, any Contract or otherwise.

8 DEED MANAGEMENT

8.1 Change to the Deed or any Contract

- 8.1.1 Either party may propose a change to the Deed or any Contract. The Deed may only be changed in writing and signed by the Commonwealth Representative and the Contractor.
- 8.1.2 A Contract may only be changed in writing and signed by the Authorised Officer and the Contractor.
- 8.1.3 A change to the Deed or any Contract shall take effect on the date on which the change is signed by the parties in accordance with clauses 8.1.1 or 8.1.2, or if signed on separate days, the date of the last signature.
- 8.1.4 The Commonwealth Representative may issue an amendment to the Deed to incorporate any changes that have taken effect under clause 8.1.1. The amendment does not affect the legal status of the change as determined under clause 8.1.1.
- 8.1.5 The Authorised Officer may issue an amendment to any Contract to incorporate any changes that have taken effect under clause 8.1.2. The amendment does not affect the legal status of any Contract change as determined under clause 8.1.2.
- 8.1.6 The parties shall not be liable to each other for any additional work undertaken or expenditure incurred unless the adjustment is in accordance with this clause 8.1.

8.2 Measurement and Reporting

- 8.2.1 If the Contractor has received an Official Order in the previous 12 months, the Contractor shall provide to the Commonwealth Representative on an annual basis, a written report in the form of the Annual Audit Report which details:

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- a. all Official Orders submitted for the previous 12 months (including a summary of the statements of work and whether the Official Order was the result of a competitive Quotation process);
- b. the total value of the Official Orders;
- c. any rejected Services and the reasons for the rejection; and
- d. any failures to deliver the Services in accordance with the Deed or a Contract and the reasons for that failure.

8.3 Waiver

- 8.3.1 Failure by either party to enforce a term of the Deed or any Contract shall not be construed as in any way affecting the enforceability of that provision, or the Deed or any Contract as a whole.

8.4 Confidential Information

- 8.4.1 If, in connection with the Deed or any Contract, Confidential Information is provided or produced by any person, the relevant party shall ensure that any person receiving or producing the information protects the confidential nature of the information except:
 - a. if disclosure of the information is required by law or statutory or portfolio duties; or
 - b. to the extent that the Commonwealth would be prevented from exercising any of its IP rights under the Deed or any Contract.
- 8.4.2 If it is necessary to disclose Confidential Information, provided or produced by or on behalf of the other party, to a third party, other than a legal adviser or for a purpose within an exception listed in clause 8.4.1, the party wishing to make the disclosure must obtain the written consent of the other party to the Deed.
- 8.4.3 The Contractor shall, if required by the Commonwealth, ensure that Contractor Personnel, Subcontractors and Subcontractor Personnel engaged in the performance of a Contract give a written undertaking in a form required by the Commonwealth prior to the disclosure of Confidential Information.
- 8.4.4 The parties agree that only the Deed clauses listed in Attachment F are Confidential Information for the relevant party. The Contractor shall not, in marking information supplied to the Commonwealth, misuse the term 'Confidential Information' or the Contractors equivalent. The marking of information as 'Confidential Information' or equivalent is not determinative as to whether the information is Confidential Information for the purposes of the Deed.
- 8.4.5 The parties agree that any provisions of any Contract that vary or add to the COD, and that are Confidential Information to a party at the time any Contract is created, shall be listed in an attachment to the Contract in the form of Attachment F.
- 8.4.6 The Contractor agrees to deliver to the Commonwealth, as required by the Commonwealth, all documents in its possession, power or control which contain or relate to any information that is Confidential Information of the Commonwealth on the earlier of:
 - a. demand by the Commonwealth; or
 - b. the time the documents and other material are no longer required for the purposes of the Deed or any Contract.
- 8.4.7 If the Commonwealth makes a demand under clause 8.4.6, and the Contractor has placed or is aware that documents containing the Confidential Information are beyond its possession or control, then the Contractor shall provide full particulars of the whereabouts of the documents containing the Confidential Information, and the identity of the person in whose custody or control they lie.
- 8.4.8 The Contractor, when directed by the Commonwealth in writing, agrees to destroy any document in its possession, power or control which contain or relate to any Confidential Information.
- 8.4.9 Return or destruction of the documents referred to in this clause 8.4 does not release the Contractor from its obligations under the Deed or any Contract.

8.5 Assignment and Novation

- 8.5.1 Neither party may, without the written consent of the other, assign in whole or in part, its rights under the Deed or any Contract.
- 8.5.2 If the Contractor proposes to enter into any arrangement that will require the novation of the Deed or any Contract, it shall notify and seek the consent of the Commonwealth Representative within a reasonable period prior to the proposed novation.

8.6 Negation of Employment and Agency

- 8.6.1 The Contractor shall not represent itself, and shall ensure that Contractor Personnel, Subcontractors and Subcontractor Personnel do not represent themselves, as being employees, partners or agents of the Commonwealth.
- 8.6.2 Without limiting clause 8.6.1, the Contractor shall clearly identify itself, and shall ensure that the Contractor Personnel, Subcontractors and Subcontractor Personnel clearly identify themselves, as a contractor to the Commonwealth when communicating through telephone, facsimile, email or any other communication tool in the course of performing the Services.
- 8.6.3 The Contractor, Contractor Personnel, Subcontractors and Subcontractor Personnel shall not by virtue of the Deed or any Contract, be, or for any purpose be deemed to be, an employee, partner or agent of the Commonwealth.

8.7 Commonwealth Access

- 8.7.1 During the Term or during the performance of any Contract created under the Deed, the Contractor shall permit the Commonwealth Representative or any person authorised by the Commonwealth Representative access to its premises, and access to any of its records or accounts relevant to or impacting on the performance of work under the Deed or any Contract. The Commonwealth may copy any records or accounts for the purposes of the Deed or any Contract.
- 8.7.2 Without limiting clauses 8.7.1, and 8.7.3, the Contractor acknowledges and agrees that:
- a. the Auditor-General has the power under the *Auditor-General Act 1997* (Cth) to conduct audits (including performance audits) of the Contractor and Subcontractors in relation to the Contract;
 - b. the Auditor-General may give a copy of, or an extract from, a report on an audit in relation to the Contract to any person (including a Minister) who, in the Auditor-General's opinion, has a special interest in the report or the content of the extract; and
 - c. the Commonwealth Representative may authorise the Auditor-General, or member of the staff of the Australian National Audit Office, to access premises, records and accounts under clause 8.7.1 or 8.7.2.
- 8.7.3 Without limiting the generality of clause 8.7.1 or 8.7.4, the purposes for which the Commonwealth Representative or any person authorised by the Commonwealth Representative may require access include:
- a. inspecting CMCA, attending, checking or conducting stocktakes of CMCA, including viewing and assessing the Contractor's inventory control and stocktaking systems, or removing CMCA that are no longer required for the performance of the Contract;
 - b. validating the Contractor's progress in meeting the AIC Schedule at Attachment I;
 - c. investigating the reasonableness of proposed prices or costs in relation to the Deed or any Contract;
 - d. determining whether and to what extent steps should be taken to register or otherwise protect Commonwealth IP;
 - e. monitoring the Contractor's WHS and environmental compliance in connection with the provision of the Services; and
 - f. assessing the financial viability of the Contractor to perform and complete any Contract.
- 8.7.4 If the Contractor enters into a Subcontract in accordance with clause 8.9, the Contractor shall ensure the Subcontracts require Subcontractors to give the Commonwealth Representative,

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and any person authorised by the Commonwealth Representative, access to Subcontractors' premises, and to records and accounts in connection with the performance of work under the Subcontract, including the right to copy.

- 8.7.5 The Commonwealth shall comply with, and shall require any delegate or person authorised by the Commonwealth Representative to comply with, any reasonable Contractor or Subcontractor safety and security requirements or codes of behaviour for the premises.

8.8 Contractor Access

- 8.8.1 The Commonwealth shall allow the Contractor or its Key Persons access to Commonwealth Premises for the purpose of performing the Contract.
- 8.8.2 The Contractor shall comply with, and require persons afforded access under this clause 8.8 to comply with, any relevant Commonwealth safety and security requirements, regulations, standing orders, or codes of behaviour for the Commonwealth Premises.
- 8.8.3 The Commonwealth retains the right to deny access on occasions to the Contractor or its Key Persons because of safety and security arrangements or as a result of failure by the Contractor or Key Persons to comply with clause 8.10.
- 8.8.4 The Contractor acknowledges that it may be provided with the ability to access Commonwealth-held information in connection with its performance of the Services, including through access to Commonwealth information technology systems. Without limiting the Contractor's other obligations under this Contract or otherwise at law, the Contractor shall not seek to access or use Commonwealth-held information except to the extent strictly required for the provision of the Services.

8.9 Subcontracts

- 8.9.1 The Contractor shall not Subcontract the whole of the work under the Deed or any Contract. The Contractor shall not Subcontract any part of the work under the Contract without the prior written Approval of the Commonwealth Representative.
- 8.9.2 The Contractor, by subcontracting any part of the work for any Contract or by obtaining the Commonwealth Representative's Approval of a Subcontractor, shall not be relieved of its liabilities or obligations, and shall be responsible for all Subcontractors.
- 8.9.3 Without limiting the Contractor's obligations under the Contract, the Contractor shall ensure that:
- a. the requirements of clauses 3.1, 4.2.1b, 8.6, 9.1, 9.3 and 9.7 are included in all Subcontracts;
 - b. each Subcontractor that requires access to any Commonwealth Premises or to security classified information is subject to the requirements of clause 8.10;
 - c. the requirements of clauses 8.8, 8.10 and 8.11, are included in all Subcontracts; and
 - d. the Contractor obtains rights, in each Subcontract, that are equivalent to the rights of the Commonwealth under 10.3.
- 8.9.4 The Contractor shall not enter into a Subcontract for any Contract with a Subcontractor named by the Workplace Gender Equality Agency as an employer currently not complying with the *Workplace Gender Equality Act 2012* (Cth).
- 8.9.5 The Contractor, if requested by the Commonwealth Representative, shall provide the Commonwealth Representative with names of all Subcontractors and a copy of any Subcontract, which copy need not contain prices. The Contractor acknowledges and shall inform its Subcontractors that the Commonwealth may be required to publicly disclose the Subcontractors' participation in the performance of any Contract.

8.10 Defence Security

- 8.10.1 If the Contractor requires access to any Commonwealth Premises under the control or responsibility of Defence, the Contractor shall:
- a. comply with any security requirements (including those contained in the DSPF) notified to the Contractor by the Commonwealth Representative from time to time; and

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- b. ensure that Contractor Personnel, Subcontractors and Subcontractor Personnel are aware of and comply with the Commonwealth's security requirements.

8.10.2 The Contractor shall:

- a. ensure that Contractor Personnel, Subcontractors and Subcontractor Personnel undertake any security checks, clearances or accreditations as required by the Commonwealth;
- b. promptly notify the Commonwealth Representative of any changes to circumstances which may affect the Contractor's capacity to provide Services in accordance with the Commonwealth's security requirements; and
- c. provide a written undertaking in respect of security or access to the Commonwealth Premises in the form required by the Commonwealth.

Note to tenderers: For information on security classification, and required facility accreditations refer to Principle 73 and Principle 10 of the DSPF, and the Australian Government's Protective Security Principles Framework at:

<https://www.protectivesecurity.gov.au/physical/physical-security-entity-resources/Pages/default.aspx>.

For information on the DISP (and equivalent international agreements or arrangements for overseas tenderers) refer to Principle 16 of the DSPF. For access to the DSPF tenderers should contact the Contact Officer listed in the Tender Details Schedule.

- 8.10.3 The security classification of the information and assets accessible to the Contractor and work to be performed under the Deed and any Contract will be up to and including the level specified in the Details Schedule. The Contractor shall:

Option: If the Contractor will require DISP membership

- a. obtain and maintain all elements of DISP membership at the levels specified in the Details Schedule (or an equivalent international agreement or arrangement) in accordance with Principle 16 of the DSPF.

Option: If the Contractor will not require DISP membership

- b. comply with the classification and protection of official information requirements of Principle 10 of the DSPF; and
- c. ensure that all required personnel (if any) possess a personnel security clearance at the level specified in the Details Schedule, and comply with the requirements and procedures of Principle 40 of the DSPF.

Note to tenderers: If the tenderer proposes to perform work at an overseas location and that work involved information and/or assets that is subject to a security classification, and that aspect proposal is agreed in any resultant contract, the following clauses will be included.

- 8.10.4 With respect to security classified information, the Contractor shall:

- a. ensure that no security classified information furnished or generated under the Deed or any Contract shall be released to a third party, including a representative of another country, without prior written approval of the originator through the Commonwealth Representative;
- b. promptly report to the Commonwealth Representative any security incident, as defined by the DSPF, including instances in which it is known or suspected that security classified information furnished or generated under the Deed or any Contract has been lost or disclosed to unauthorised parties, including a representative of another country; and
- c. ensure that all security classified information transmitted between the parties or a party and a Subcontractor, in Australia, whether generated in Australia or overseas, shall be subject to the terms of Principle 71 of the DSPF.

- 8.10.5 Where COMSEC materiel is transmitted in Australia, the Contractor shall ensure that:

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- a. without limiting clause 8.10.4c, all COMSEC material transmitted between the parties or a party and a Subcontractor in Australia shall be subject to the special security provisions of Principle 13 of the DSPF; and
 - b. all security classified information transmitted between the parties or a party and a Subcontractor located overseas whether generated in Australia or by another country shall be subject to the laws of the overseas country regarding the custody and protection of security classified information, and to any bilateral security instrument between Australia and the overseas country.
- 8.10.6 If there has been a breach by the Contractor, Contractor Personnel, a Subcontractor, or Subcontractor Personnel, of clause 8.10, the Commonwealth Representative may give the Contractor a notice of termination for default under clause 10.2.1.

8.11 Conflict of Interest

- 8.11.1 The Contractor:
- a. warrants that, to the best of its knowledge after making diligent inquiries at the Effective Date specified in the Details Schedule, no conflict of interest exists or is likely to arise in the performance of its obligations under the Deed or any Contract by itself or by any Contractor Personnel, Subcontractors or Subcontractor Personnel; and
 - b. shall promptly notify the Commonwealth in writing if such a conflict of interest arises, or appears likely to arise.
- 8.11.2 Within five Working Days after giving notice under clause 8.11.1, the Contractor shall notify the Commonwealth, in writing, of the steps the Contractor will take to resolve the issue. If the Commonwealth considers those steps are inadequate, it may direct the Contractor to resolve the issue in a manner proposed by the Commonwealth.
- 8.11.3 If the Contractor fails to notify the Commonwealth in accordance with clauses 8.11.1 or 8.11.2 or is unable or unwilling to resolve the issue in the required manner, the Commonwealth may terminate the Deed and any Contract in accordance with clause 10.2.

8.12 Post Defence Separation Employment

- 8.12.1 Except with the prior written Approval of the Commonwealth Representative, the Contractor shall not permit any Defence Personnel or Defence Service Providers who, at any time during the preceding 12 month period were engaged or involved in:
- a. the preparation or management of the Deed or any Contract;
 - b. the assessment or selection of the Contractor; or
 - c. the planning or performance of the procurement or any activity relevant or related to the Deed or any Contract,
- to perform or contribute to the performance of the Deed or any Contract.
- 8.12.2 To avoid doubt, the 12 month period referred to in clause 8.12.1 applies from the date which is 12 months before the date on which the Contractor proposes that the person start performing or contributing to the performance of the Deed or any Contract.
- 8.12.3 The Commonwealth Representative shall not unreasonably withhold Approval under clause 8.12.1 and, in making a decision, shall consider:
- a. the character and duration of the engagement, services or work that was performed by the person during the relevant 12 month period;
 - b. any information provided by the Contractor about the character and duration of the services proposed to be performed by the person under the Deed or any Contract;
 - c. the potential for real or perceived conflicts of interest or probity concerns to arise if the person performs or contributes to the performance of the Deed or any Contract in the manner proposed under 8.12.1, and the arrangements which the Contractor proposes to put in place to manage or reduce those conflicts of interest or probity concerns;

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- d. any information provided by the Contractor concerning any significant effect that withholding Approval will have on the person's employment or remuneration opportunities or the performance of the Deed or any Contract; and
- e. the policy requirements set out in Chapter 2 of the Integrity Policy Manual, as applicable.

8.13 Panel Refresh

- 8.13.1 The Commonwealth may at any time during the Term undertake a review of this Deed and the Panel on an as needs basis.
- 8.13.2 The Deed and Panel review may result in the Commonwealth identifying a need to undertake a Panel refresh.
- 8.13.3 A Panel refresh may result in one or more of the following:
 - a. adding new Services or removing existing Services from the scope of the Deed; and/or
 - b. adding new suppliers to the Panel.
- 8.13.4 Any Panel refresh to add new services to the Deed or new suppliers to the Panel will be undertaken by the Commonwealth through AusTender.

9 POLICY AND LAW

9.1 Governing Law

- 9.1.1 The laws of the jurisdiction specified in the Details Schedule shall apply to the Deed and any Contract. The courts of that State or Territory shall have non-exclusive jurisdiction to decide any matter arising out of the Deed or any Contract.
- 9.1.2 The Contractor shall, in the performance of the Deed or any Contract, comply with and ensure Contractor Personnel, Subcontractors and Subcontractor Personnel comply with the laws from time to time in force in the State, Territory, or other jurisdictions (including overseas) in which any part of the Contract is to be carried out.
- 9.1.3 The Contractor shall provide to the Commonwealth Representative within 10 Working Days after a request by the Commonwealth written confirmation that, to the best of the Contractor's knowledge and based on reasonable enquiries undertaken by the Contractor, the Contractor, Contractor Personnel, Subcontractors and Subcontractor Personnel are compliant with all laws (including foreign anti-corruption legislation) regarding the offering of unlawful inducements in connection with the performance of the Deed and any Contract and Subcontracts.
- 9.1.4 The Contractor:
 - a. shall take all reasonable measures to prevent, detect and investigate any fraud that may occur, is occurring or has occurred under the Deed, any Contract or any Subcontract; and,
 - b. acknowledges and agrees that its obligation in clause 9.1.4a extends to taking all reasonable measures to prevent, detect and investigate any fraud which has or may be committed by Contractor Personnel.

If the Contractor knows that any fraud is occurring or has occurred, it shall, as soon as practicable, provide written details to the Commonwealth, and provide such further information and assistance as the Commonwealth, or any person authorised by the Commonwealth, reasonably requires in relation to the fraud.
- 9.1.5 The *United Nations Convention on Contracts for the International Sale of Goods* shall not apply to the Contract.

9.2 Not Used

9.3 Policy Requirements

- 9.3.1 The Contractor shall comply with, and require Contractor Personnel, Subcontractors and Subcontractor Personnel to comply with, the following Commonwealth policies of general application relevant or applicable to any Contract:

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- a. Conflicts of interest; Gifts, hospitality and sponsorship; Required behaviours in Defence; and Incident reporting and management policies as detailed in DI(G) PERS 25-6, DI(G) PERS 25-7, Interim Defence Instruction PERS 35-3 and Interim Defence Instruction 45-2;
- b. Australian Defence Force alcohol policy as detailed in DI(G) PERS 15-1;
- c. Public Interest Disclosure policy detailed at:
<http://www.ombudsman.gov.au/about/making-a-disclosure>; and
- d. Company Scorecard policy as detailed at:
<http://www.defence.gov.au/casg/DoingBusiness/Industry/Industryprograms/PerformanceExchangeScorecard/default.aspx>.

Note to tenderers: The Black Economy Procurement Connected Policy imposes obligations on the Commonwealth to obtain from contractors satisfactory and valid STRs and to require contractors to obtain and hold STRs in respect of certain Subcontractors. 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>.

The Contractor will be required to obtain and hold copies of satisfactory and valid STRs for any Subcontractors that the Contractor directly engages (i.e. first tier Subcontractors) where the subcontract value will be over \$4 million (inc GST). Any STRs obtained from these Subcontractors must be provided to the Commonwealth upon request.

- 9.3.2 The Contractor shall not enter into a Subcontract with a proposed direct Subcontractor (or agree to a novation of a direct Subcontract) if the total value of all work under the Subcontract is expected to exceed \$4 million (inc GST), unless the Contractor has obtained and holds any the following STRs, as applicable to the proposed direct Subcontractor:

If the proposed Subcontractor to enter into the Subcontract 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 the Subcontract;
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;

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e. a member of a Consolidated Group;	a satisfactory and valid STR in respect of: (i) the relevant member of the Consolidated Group; and (ii) the head company in the Consolidated Group;
f. a member of a GST Group;	a satisfactory and valid STR in respect of the: (i) the GST Group member; and (ii) the GST Group representative.

- 9.3.3 The Contractor shall obtain and hold additional STRs in the following circumstances within 10 Working Days of the Contractor becoming aware of the circumstances arising:

If the Contractor or Subcontractor is:	Additional STRs required:
(a)	(b)
a. a partner acting for and on behalf of a partnership;	a satisfactory and valid STR in respect of any additional partner that becomes directly involved in the delivery of the Deed or Subcontract (as applicable);
b. a trustee acting in its capacity as trustee of a trust;	a satisfactory and valid STR in respect of any new trustee appointed to the trust;
c. a joint venture participant;	a satisfactory and valid STR in respect of: (i) any new participant in the joint venture; and (ii) any new joint venture operator if the new operator is not already a participant in the joint venture;
d. a member of a Consolidated Group;	a satisfactory and valid STR in respect of any new head company of the Consolidated Group; and
e. a member of a GST Group;	a satisfactory and valid STR in respect of any new representative for the GST Group.

- 9.3.4 The Contractor shall provide the Commonwealth with copies of the STRs referred to in clause 0 or 0 within 5 Working Days after a written request by the Commonwealth.

- 9.3.5 For the purposes of the Contract, an STR is taken to be:

- a. **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
- b. **valid** if the STR has not expired as at the date on which the STR is required to be held.

- 9.3.6 The Contractor shall use its reasonable endeavours to increase its:

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

in the performance of the Deed. For the purposes of this clause 'Indigenous enterprise' means an organisation that is 50 per cent or more Indigenous owned that is operating a

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business. Supply Nation maintains a list of enterprises that meet the definition of “Indigenous enterprises” (www.supplynation.org.au).

9.4 Work Health and Safety

9.4.1 The Commonwealth and the Contractor:

- a. shall, where applicable, comply with, and the Contractor shall 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 Contractor or the Subcontractors (as the case may be) and any other person who, concurrently with the Commonwealth, the Contractor or the Subcontractor (as the case may be), has a WHS duty under the WHS Legislation in relation to the same matter; and
- b. acknowledge that they have a duty under the applicable WHS Legislation to ensure, so far as is reasonably practicable, the health and safety of:
 - (i) Commonwealth Personnel;
 - (ii) Contractor Personnel and Subcontractor Personnel; and
 - (iii) other persons,
 in connection with the Services.

9.4.2 The Contractor represents and warrants that:

- a. it has given careful, prudent and comprehensive consideration to the WHS implications of the work to be performed by it under the Deed and any Contract; and
- b. the proposed method of performance of that work complies with, and includes a system for identifying and managing WHS risks which complies with, all applicable legislation relating to WHS including the applicable WHS Legislation.

9.4.3 The Contractor shall:

- a. provide the Services in such a way that the Commonwealth and Commonwealth Personnel are able to undertake any roles or obligations in connection with the Services (such as in relation to testing or auditing); and
- b. ensure that the Commonwealth and Commonwealth Personnel are able to make full use of the Services for the purposes for which they are intended, and to maintain, support and develop the Services,

without the Commonwealth or Commonwealth Personnel contravening any legislation relating to WHS including the applicable WHS Legislation, any applicable standards relating to WHS or any policy relating to WHS identified in the Deed or any Contract.

9.4.4 Without limiting the Contractor's obligations under the Deed or any Contract or at law or in equity (and subject to any relevant foreign government restrictions), the Contractor shall, in connection with or related to the Services, provide, and shall use its reasonable endeavours to ensure that a Subcontractor provides, to the Commonwealth Representative within 10 Working Days (or such other period as agreed by the Commonwealth in writing) of a request by the Commonwealth Representative any information or copies of documentation requested by the Commonwealth Representative and held by the Contractor or Subcontractor (as the case may be) to enable the Commonwealth to comply with its obligations under the WHS Legislation.

9.4.5 Subject to clause 8.10 and any relevant foreign government restrictions, the Commonwealth shall provide to the Contractor in a timely manner any information or copies of documentation reasonably requested by the Contractor and held by the Commonwealth to enable the Contractor to comply with its obligations under the applicable WHS Legislation in relation to the Deed or any Contract.

9.4.6 To the extent not inconsistent with the express requirements of the Deed or any Contract, the Commonwealth Representative may direct the Contractor to take specified measures that the Commonwealth Representative considers reasonably necessary to comply with applicable legislation relating to WHS including the WHS Legislation in relation to the provision of the

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Services. The Contractor shall comply with the direction unless the Contractor demonstrates to the reasonable satisfaction of the Commonwealth Representative that it is already complying with the WHS Legislation in relation to the matter to which the direction relates or the direction goes beyond what is reasonably necessary to achieve compliance with the WHS Legislation.

- 9.4.7 The Contractor shall not use ACM in providing the Services and shall not take any ACM onto Commonwealth Premises in connection with providing the Services.
- 9.4.8 Unless the Commonwealth Representative otherwise agrees in writing, the Contractor shall:
- a. ensure that any deliverable provided to the Commonwealth in connection with the Services does not contain a Problematic Substance; and
 - b. not use, handle or store a Problematic Substance on Commonwealth Premises in connection with the Services.
- 9.4.9 Where the Commonwealth Representative agrees that a deliverable may contain a Problematic Substance or that the Contractor may use, handle or store a Problematic Substance on Commonwealth Premises, the Contractor shall ensure that:
- a. full details of the Problematic Substances are provided to the Commonwealth Representative in the format of a SDS, except where the applicable SDS exists within the Australian ChemAlert database and the Contractor identifies that SDS to the Commonwealth Representative by reference to its unique record within that database; and
 - b. the 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 Services clearly identifies the nature of the substance and its associated hazards.
- 9.4.10 If a Notifiable Incident occurs in connection with work carried out under the Deed or any Contract:
- a. on Commonwealth Premises;
 - b. which involves Commonwealth Personnel; or
 - c. which involves a Commonwealth specified system of work,
- the Contractor shall:
- d. immediately report the incident to the Commonwealth;
 - e. 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;
 - f. 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
 - g. provide other reasonable assistance required by the Commonwealth to undertake mandatory incident reporting.
- 9.4.11 From time to time the Commonwealth may advise the Contractor of hazards to health and safety that have been identified at, or in the proximity of, Commonwealth Premises where Contractor Personnel and / or Subcontractor Personnel may be working.
- 9.4.12 On receipt of advice from the Commonwealth under clause 9.4.11, the Contractor shall undertake necessary risk assessments, identify control measures and advise Contractor Personnel and/or Subcontractor Personnel of the hazards and risks and relevant control measures.

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9.5 Environmental Obligations

- 9.5.1 The Contractor shall perform its obligations under the Deed and any Contract in such a way that:
- a. the Commonwealth is not placed in breach of; and
 - b. the Commonwealth is able to support and to make full use of the Services for the purposes for which they are intended without being in breach of,
- any applicable environmental legislation including the *Environment Protection and Biodiversity Conservation Act 1999* (Cth).

9.6 Severability

- 9.6.1 If any part of the Deed or any Contract is or becomes illegal, invalid or unenforceable, the legality, validity or enforceability of the remainder of the Deed or any Contract, as applicable, shall not be affected and shall be read as if that part had been severed.

9.7 Privacy

- 9.7.1 The Contractor shall:
- a. if it obtains Personal Information in the course of performing the Deed or any Contract, use or disclose that Personal Information only for the purposes of the Deed or that Contract subject to any applicable exemptions in the *Privacy Act 1988* (Cth);
 - b. comply with its obligations under the *Privacy Act 1988* (Cth); and
 - c. as a contracted service provider, not do any act or engage in any practice which, if done or engaged in by the Commonwealth, would be a breach of the Australian Privacy Principles.
- 9.7.2 The Contractor shall notify the Commonwealth as soon as reasonably practicable if:
- a. it becomes aware of a breach or possible breach of any of the obligations contained, or referred to, in this clause 9.7, whether by the Contractor, Subcontractor or any other person to whom the Personal Information has been disclosed for the purposes of the Deed or any Contract; or
 - b. in relation to Personal Information obtained in the course of performing the Deed or any Contract:
 - (i) it becomes aware that a disclosure of such Personal Information may be required by law; or
 - (ii) it is approached by the Privacy Commissioner.
- 9.7.3 The Contractor shall ensure that Contractor Personnel, Subcontractors and Subcontractor Personnel who deal with Personal Information for the purposes of the Deed or any Contract are aware of, and comply with, this clause 9.7.

10 DISPUTES AND TERMINATION

10.1 Resolution of Disputes

- 10.1.1 If a dispute arising between the Commonwealth and the Contractor cannot be settled by negotiation (including negotiation between senior management of the parties) within 30 days, the parties may agree to use an alternative dispute resolution process to attempt to resolve the dispute.
- 10.1.2 The parties shall continue to perform under the Deed and any Contract when there is a dispute.

10.2 Termination for Contractor Default

- 10.2.1 The Commonwealth may, in addition to any other right or remedy it may have, terminate the Deed or any Contract by notice in writing to the Contractor, if:
- a. an Insolvency Event occurs, except to the extent the exercise of a right under this clause 10.2.1a is prevented by law;

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- b. the Contractor commits any breach for which the Deed or any Contract provides a notice of termination for default may be given;
- c. the Contractor fails to take action to remedy a default by the Contractor of another obligation to be performed or observed under the Deed or any Contract within 10 Working Days of being given notice in writing by the Commonwealth Representative or the Authorised Officer, to do so or, if action is taken within 10 Working Days, the Contractor fails to remedy the default within the period specified in the notice;
- d. the Contractor breaches any of its obligations under clause 0; or
- e. the Contractor fails to obtain or maintain any Authorisation required to enable it to comply with its obligations under the Deed or any resultant Contract, except to the extent that the failure was outside the Contractor's reasonable control;

10.2.2 If the Deed or any Contract is terminated under this clause or otherwise:

- a. the Contractor shall deliver to the Commonwealth, as required by the Commonwealth, all documents in its possession, power or control or in the possession, power or control of the Contractor Personnel or Subcontractors and Subcontractor Personnel, which contain or relate to any Confidential Information or which are security classified;
- b. subject to clause 10.5, the parties shall be relieved from future performance, in respect of the Deed or any Contract, without prejudice to any right of action that has accrued at the date of termination;
- c. the Contractor shall deliver to the Commonwealth the TD for Services provided prior to the date of termination, within 30 days of receipt of the notice of termination, or other period agreed by the parties; and
- d. the Contractor shall return to the Commonwealth all CMCA in its possession, power or control or in the possession, power or control of the Contractor Personnel, Subcontractors or Subcontractor Personnel .

10.2.3 The Commonwealth may also terminate the Deed and any Contract by written notice if:

- a. the Contractor has persistently failed to meet its obligations under the Deed, or any Contract; or
- b. in the Commonwealth's reasonable opinion, even though any breaches may have been remedied on each occasion, the cumulative effect of these breaches is sufficient for the Commonwealth to conclude that the Contractor cannot be relied upon to provide the Services required by the Commonwealth and the relationship between the parties is no longer workable.

10.3 Termination for Convenience

10.3.1 In addition to any other rights it has under the Deed or any Contract, the Commonwealth may at any time terminate the Deed or any Contract by notifying the Contractor in writing.

10.3.2 If the Commonwealth Representative issues a notice under clause 10.3.1, the Contractor shall:

- a. stop or reduce work in connection with any current Contracts in accordance with the notice;
- b. comply with any directions given to the Contractor by the Commonwealth; and
- c. mitigate all loss, costs (including the costs of its compliance with any directions) and expenses in connection with the termination or reduction, including those arising from affected Subcontracts.

10.3.3 The Commonwealth shall only be liable for:

- a. payments under the payment terms of the Contract for work conducted before the date the termination or reduction takes effect; and
- b. any reasonable costs incurred by the Contractor that are directly attributable to the termination or reduction,

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if the Contractor substantiates these amounts to the satisfaction of the Commonwealth Representative.

- 10.3.4 The Contractor shall not be entitled to any profit anticipated on any part of the Contract terminated or reduced for convenience.

10.4 Right of Commonwealth to Recover Money

- 10.4.1 Without limiting the Commonwealth's other rights or remedies under the Deed or any Contract or at law, if the Contractor owes any debt to the Commonwealth in relation to the Deed or any Contract, the Commonwealth may do one or both of the following:

- a. deduct the amount of the debt from payment of any claim; or
- b. give the Contractor written notice of the existence of a debt recoverable which shall be paid by the Contractor within 30 days of receipt of notice.

- 10.4.2 If any sum of money owed to the Commonwealth is not received by its due date for payment, the Contractor shall pay to the Commonwealth interest at the General Interest Charge Rate current at the date the payment was due for each day the payment is late.

10.5 Survivorship

- 10.5.1 Any provision of the Deed or any Contract which expressly or by implication from its nature is intended to survive the termination or expiration of the Deed or any Contract and any rights arising on termination or expiration shall survive, including provisions relating to Confidential Information, Privacy, Intellectual Property, the Right of Commonwealth to Recover Money, Defence Security and any warranties, guarantees, licences, indemnities or financial and performance securities given under the Deed or any Contract.

10.6 Change of Control of the Contractor

- 10.6.1 Subject to clause 10.6.2, the Contractor shall seek the Commonwealth Representative's prior written consent to any proposed Change of Control by providing notice to the Commonwealth at least 28 Working Days before the proposed Change of Control is to occur.

- 10.6.2 If a Change of Control occurs as a result of a transfer of shares or other interests listed on a recognised stock exchange and the consent of the Commonwealth Representative could not have been obtained in accordance with clause 10.6.1, the Contractor shall seek that consent by providing notice to the Commonwealth within 5 Working Days after the Change of Control.

- 10.6.3 In any notice given to the Commonwealth seeking consent to a Change of Control, the Contractor shall include the following details:

- a. the ownership and management arrangements of the Contractor that were in place immediately before the change or, if the change has yet to occur, that were in place at the time the Contractor became aware of the prospective change;
- b. the ownership and management arrangements of the Contractor that have been or will be put in place as a consequence of the change or, if the change has yet to occur, that the Contractor reasonably expects to be put in place if the change occurs;
- c. the impact (if any) that the change has had on the Contractor's ability to meet its obligations under the Contract or, if the change has yet to occur, that the Contractor reasonably expects the change to have on that ability; and
- d. the steps the Contractor has taken or proposes to take to minimise the impact of the change or prospective change.

- 10.6.4 If there is a Change of Control and the Commonwealth Representative does not consent to the Change of Control, then the Commonwealth may:

- a. give the Contractor a notice of termination under clause 10.2.1e; or
- b. agree not to give the Contractor a notice of termination under clause 10.2.1e, subject to the Contractor providing further information, giving specified undertakings, or executing further agreements (including a change proposal in accordance with clause 8.1), as may be required by the Commonwealth.

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- 10.6.5 Nothing in this clause 10.6 requires the Contractor to act in a manner inconsistent with its obligations under the *Corporations Act 2001* (Cth) or equivalent laws and regulations in a foreign jurisdiction.

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EXECUTED AS A DEED by

SIGNED, SEALED and DELIVERED for and on behalf of
THE COMMONWEALTH OF AUSTRALIA:

(signature)

(print name and position)

(date)

In the presence of:

(signature of witness)

(print name of witness)

(date)

SIGNED, SEALED and DELIVERED for and on behalf of
THE CONTRACTOR:

Note for Deed Signature: Guidance on executing agreements, including some statutory requirements to ensure the execution is effective, are detailed in the 'Executing Agreements Fact Sheet', found on the Procurement and Contracting intranet page at: <http://drnet.defence.gov.au/DMO/Commercial/Commercial%20Policy%20Framework/Pages/Factsheets-and-Guidance.aspx>

This guidance should be used to assess the Contractor's execution of the Deed.

(INSERT APPROPRIATE CONTRACTOR'S EXECUTION CLAUSE)

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ATTACHMENT A

SCOPE OF SERVICES

1. INTRODUCTION

- 1.1 The Commonwealth requires a range of security services to support the operation of various branches, projects and programs within the Department of Defence (**Defence**). The scope of Services may include development and delivery of:
- a. Commonwealth security procedures, protocols, practices and policies;
 - b. security risk assessments and security gap analysis;
 - c. security services relating to Commonwealth facilities;
 - d. provision of training material and delivery of security training relating to Defence security;
 - e. project management of Commonwealth security projects; and
 - f. ad hoc security services.

2. THE SCOPE OF SERVICES

- 2.1 The Contractor may be required to develop and deliver Commonwealth security procedures, protocols, practices and policies in accordance with the details specified in a Tasking Statement and related Official Order. Any security practices, policies, procedures and protocols developed and delivered by the Contractor must be consistent with overarching Commonwealth and Defence security frameworks and best practice including but not limited to the Protective Security Policy Framework (**PSPF**), the Defence Security Principles Framework (**DSPF**) and the Information Security Manual (**ISM**).
- 2.2 The Contractor may be required to develop and deliver security risk assessments and security gap analysis including but not limited to:
- a. security risk and vulnerability assessments;
 - b. security situational analysis;
 - c. security management audits; and
 - d. analysis of applicable Commonwealth security procedures, protocols, practices and policies.
- The Contractor must develop and deliver any security risk assessment and security gap analysis in the form specified in a Tasking Statement and related Official Order or otherwise directed by the Commonwealth.
- 2.3 The Contractor may be required to develop and deliver security training to Commonwealth personnel including provision of training material and delivery of security training relating to Defence security, in accordance with the details specified in the Tasking Statement and related Official Order.
- 2.4 The Contractor may be required to develop and deliver security services relating to Commonwealth facilities including but not limited to services relating to:
- a. security systems design;
 - b. installation management;
 - c. compliance testing;
 - d. certification; and
 - e. maintenance and recertification,
- of Commonwealth owned or leased facilities. The Contractor must develop and deliver any security services relating to Commonwealth facilities specified in a Tasking Statement and related Official Order or otherwise directed by the Commonwealth.
- 2.5 The Contractor may be required to deliver project management of Commonwealth projects that are at varying classification levels (including sensitive classifications) including but not limited to security design and project management. The Contractor must deliver any project management

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ATTACHMENT A

of Commonwealth projects specified in a Tasking Statement and related Official Order or otherwise directed by the Commonwealth.

- 2.6 The Contractor may be required to deliver ad hoc security services in accordance with the details specified in a Tasking Statement and related Official Order.
- 2.7 Any Services developed and delivered by the Contractor must be consistent with any applicable Commonwealth and Defence security framework and best practice including but not limited to the PSPF, DSPF and ISM.

3. AUSTRALIAN EYES ONLY

- 3.1. Any information related to the Services provided to the Contractor under this Deed will be Australian Eyes Only.

4. DELIVERABLE

- 4.1. Deliverables will be defined in a Tasking Statement and related Official Order. Deliverables will be defined through one or several of the following categories:
 - a. documentation in both hard and soft copy;
 - b. presentations including presentation notes and PowerPoint slides; and
 - c. support by subject matter experts.

5. MEETINGS AND REPORTING

- 5.1. Meetings and reporting requirements will be defined in a Tasking Statement and related Official Order. Meetings and reporting requirements may consist of the following:
 - a. program review following a specified schedule including but not limited to programmatic, technical and commercial review;
 - b. quarterly progress review being a standing review established at project initiation; and
 - c. an informal monthly review between project lead teams.

6. KEY PERSONS

- 6.1. Where Key Persons are required, this requirement will be identified in the Tasking Statement and related Official Order.
- 6.2. The Commonwealth considers all personnel that require a NV2 clearance (or higher) supporting the statement of work as Key Personnel.

7. RESIDENT PERSONNEL

- 7.1. To support efficient delivery of services required under an Official Order, the Commonwealth and/or Contractor may identify the requirement for resident personnel. This may include:
 - a. Commonwealth personnel resident at a Contractor and/or Subcontractor facility; or
 - b. Contractor and/or Subcontractor personnel resident at a Commonwealth facility.
- 7.2. Where applicable resident personnel clauses and requirements will be specified in an Official Order.

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ATTACHMENT B

LABOUR RATES

Note to tenderers: Attachment B will consist of an amalgamation of the Labour Rates table at Annex C-2 to the conditions of tender, the successful tenderer's response and any negotiated adjustments.

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ATTACHMENT C

TASKING STATEMENT

Note to drafters: Tasking Statements can only be drafted for those Services that are within the Scope of Services at Attachment A.

To: [INSERT CONTRACTOR]	
Please provide a Quotation for the provision of Services as per the following:	
Deed of Standing Offer:	
Project Number/Title (If Applicable):	
Security Classification (If Applicable):	
Security Categorisation (If Applicable):	
Security Guidance (If Applicable):	
Labour Category (If Applicable):	
Background:	
Task Description:	
Task Objective:	
Required Start Date:	Required Completion Date:
Task Deliverables:	
Allowances:	
Supplementary Conditions:	
Documents Enclosed:	
Date Quotation Required:	
Payment Basis:	

Authorised Officer Details:		
Name:		
Appointment:		
Division/Branch/Section:		
Telephone:	Fax:	E-mail:
Address:		
Signature:		Date:

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ATTACHMENT D

OFFICIAL ORDER

The Official Order, once executed by the Commonwealth and delivered in accordance with the **[INSERT STANDING OFFER NAME AND NUMBER]**, will constitute acceptance by the Commonwealth of the Contractor's offer to supply the Services specified in this Official Order.

The conditions in the **[INSERT STANDING OFFER NAME AND NUMBER]**, this Official Order and any other documents expressly referred to in this Official Order as forming part of the Official Order, together constitute a Contract between the Commonwealth and the Contractor.

Purchase Order Number:	[INSERT NUMBER]
Contract Date: (Official Order will be in accordance with clause 1.7 of the Deed)	[INSERT DATE]
Contractor Details:	[INSERT NAME OF CONTRACTOR] [INSERT A.B.N/A.C.N AND A.R.B.N (IF APPLICABLE)] [INSERT ROMAN VENDOR NUMBER] [INSERT POSTAL ADDRESS AND EMAIL] [INSERT PHONE AND FAX NUMBERS].
Commonwealth Details:	[INSERT NAME OF AUTHORIZED OFFICER] [INSERT POSTAL ADDRESS AND EMAIL] [INSERT PHONE AND FAX NUMBERS].

Note to tenderers: The Official Order will consist of an amalgamation of this attachment and the successful tenderer's Quotation.

- 1. INTRODUCTION**
 - 1.1 [INSERT SUMMARY OF REQUIREMENT]**
 - 1.2 [INSERT BACKGROUND TO REQUIREMENT]**
- 2. STATEMENT OF WORK**

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ATTACHMENT D

Option A: For when a Contractor is performing a specific task (produce a report etc) use the following clauses or similar.

2.1 The Contractor shall undertake the work in the following phases:

- a. Phase 1: [INSERT DETAILS];
- b. Phase 2: [INSERT DETAILS];
- c. Phase 3: [INSERT DETAILS]; etc

2.2 Phase 1: [INSERT DETAILS OF PHASE/NAME]

- a. The Contractor shall.....
- b. The Contractor shall.....

2.3 Phase 2: [INSERT DETAILS OF THE PHASE/NAME]

- a. The Contractor shall.....
- b. The Contractor shall.....

2.4 The Contractor shall perform the Services at [INSERT LOCATION].

Option B: For when a Contractor is not performing a specific task use the following clauses or similar.

2.5 The Contractor shall:

- a. [INSERT DETAILS AS APPROPRIATE (eg, "shall provide general Project Management and ILS advice on the Project")]; and
- b. draft and staff documentation including:
 - (i) [INSERT DETAILS AS APPROPRIATE (eg, "ILS Plans and / or Transition Plans")]; and
 - (ii) [INSERT DETAILS].

2.6 The Contractor shall perform the Services at [INSERT LOCATION].

3. DELIVERABLES

Option A: For when a Contractor is performing a specific task (produce a report etc) use the following clauses or similar.

3.1 The Contractor shall provide [INSERT NUMBER] hard copies and [INSERT NUMBER] soft copies of the deliverables in accordance with the schedule detailed below:

No.	Deliverable	Location	SOW Ref	Delivery Date
1				
2				
3				

3.2 The Contractor shall provide the deliverables in the following format

- a. Soft copies: [INSERT FORMAT]; and
- b. Hard copies: [INSERT FORMAT].

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Option B: For when a Contractor is not performing a specific task use the following clause or similar.

- 3.3 [DESCRIBE THE SERVICES (eg, “the Contractor shall provide deliverables on an ongoing basis as directed by the Authorised Officer”).

4. KEY PERSONS

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

Name	Task Title/ Duties	Labour Category (if applicable)

Option: For when Key Persons will not be required to work over the Christmas / New Years stand-down period.

- 4.2 Key Persons will not be required to work over the Christmas/New Year stand-down period scheduled from any day within the two week period that starts on the Saturday before Christmas Day; or if Christmas Day falls on a Saturday, Christmas Day.

5. GOVERNMENT FURNISHED MATERIAL

- 5.1 The Commonwealth shall provide the following GFM to the Contractor at the times and places detailed below:

Item	Date Required	Location Required	Remarks/Intended Purpose

6. BASIS OF PAYMENT

Option A: For when the Contractor will be paid at the conclusion of the task.

- 6.1 Subject to clause 5 of the conditions of deed, the Contract Price is **(INSERT DOLLAR AMOUNT PRIOR TO CONTRACT SIGNATURE)**, and is payable upon delivery of the final deliverable and completion of the Services. The Contractor may submit a claim for payment of the Contract Price upon delivery of the final deliverable and completion of the Services.

Option B: For when the Contractor will be paid on completion of agreed milestones.

- 6.2 Subject to clause 5 of the conditions of deed, the Contract Price is **(INSERT DOLLAR AMOUNT PRIOR TO CONTRACT SIGNATURE)**, and is payable in the following instalments:
- a. **[INSERT DOLLAR AMOUNT PRIOR TO CONTRACT SIGNATURE]** upon completion of **[INSERT MILESTONE DETAILS]**; and
 - b. **[INSERT DOLLAR AMOUNT PRIOR TO CONTRACT SIGNATURE]** upon completion of **[INSERT MILESTONE DETAILS]**.
- 6.3 The Contractor may submit a claim for payment of each instalment following completion of the relevant milestone.

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ATTACHMENT D

Option C: For when the Contractor will be paid monthly in arrears based on pre-agreed rates that apply to defined labour categories and the Services are to be delivered within an agreed maximum (i.e. not to be exceeded) Contract Price.

- 6.4 Subject to clause 5 of the conditions of deed, the Contract Price shall be payable progressively, monthly in arrears. The progressive payments shall be calculated as a factor of the Labour Rates defined in the following table, the allowable hours expended on the task and any reimbursable expenses as defined in clause 1:

Labour Category	Estimated Allowable Hours	Labour Rates (GST Inclusive)

- 6.5 The Contractor may submit a claim for payment of each progress payment following the last Working Day of the relevant month.
- 6.6 Notwithstanding clause 6.4 above, and subject to clause 8.3 of the conditions of deed, the Contractor shall provide the Services for a Contract Price which shall not exceed **(INSERT DOLLAR AMOUNT PRIOR TO CONTRACT SIGNATURE)**.

7. REIMBURSABLE EXPENSES

Option A: For when no expenses will be reimbursed.

- 7.1 No expenses shall be reimbursable under the Contract.

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

Option B: For when the Commonwealth will reimburse specified expenses.

- 7.2 The following expenses shall be reimbursed to the Contractor under the Contract:
- If the Commonwealth has provided its prior consent, the Contractor shall be entitled to reimbursement for travel, accommodation and living expenses up to the Defence travelling allowance rates which have been adjusted to include an element for GST. All claims for such reimbursements shall be submitted on a valid tax invoice showing the GST exclusive price, with GST then being charged on the total amount. The total GST inclusive claim for such reimbursement shall not exceed that of the total allowable Defence travelling allowances. As an alternative to reimbursement of such expenses, the Commonwealth may undertake to arrange travel and accommodation required by the Contractor for the purposes of the Contract. The Contractor shall promptly supply all necessary information required by the Commonwealth to make these arrangements.
 - (INSERT OTHER REIMBURSABLE EXPENSES PRIOR TO CONTRACT SIGNATURE)**.
- 7.3 If the Contractor is required to travel under an Official Order, the hours spent travelling are not billable work hours, and the maximum allowable billable hours for each day shall be eight hours (a standard work day). Time spent travelling for work under an Official Order does not constitute a reimbursable expense.
- 7.4 If requested by the Authorised Officer, the Contractor shall provide satisfactory evidence to substantiate any specified claim for reimbursement prior to any payment of the related claim.

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ATTACHMENT D

8. EXECUTION

SIGNED AS AN AGREEMENT

SIGNED for and on behalf of

THE COMMONWEALTH OF AUSTRALIA:

-----	-----	-----
(signature)	(print name and position)	(date)

In the presence of:

-----	-----	-----
(signature)	(print name)	(date)

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ATTACHMENT E

NOT USED

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ATTACHMENT F

CONFIDENTIAL INFORMATION AND REPORTING

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

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

<https://www.finance.gov.au/procurement/procurement-policy-and-guidance/buying/contract-issues/confidentiality-procurement-cycle/practice.html>

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

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

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

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

Item	Clause Title	Reason for classification	Party for whom the information is Confidential	Period of Confidentiality
Confidentiality (Contract)				
Conditions of Contract, for example				
Clause 6.3 (i.e. Liability cap dollar amount only or a non standard template liability regime.)	Limitation of Liability	Contains details about liability regime that meets the DoF Confidentiality Test	Contractor	
(Any clauses which are non standard template clauses and that meet the DoF Confidentiality Test)	Insert relevant clause title	Insert relevant reason that meets the DoF Confidentiality Test	Insert name of party	
Attachments, for example				
Attachment B: (Insert only commercially sensitive information)	Labour Rates	Contains details about commercially sensitive pricing information that is not in the public domain (including profit margins and the underlying price basis. The total Contract price is not generally	Contractor	

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ATTACHMENT F

		considered Confidential Information)		
Confidentiality (Outputs)				
Contract deliverable	(Insert name of document, including specific section/s)		Contractor / Commonwealth	

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ATTACHMENT G

INTELLECTUAL PROPERTY SCHEDULE

Note to Tenderers: This attachment sets out the format in which the Contractor shall provide a list of all IP required under clause 4. 4 of the Deed.

9. BACKGROUND IP (CONTRACTOR)

Note: List and/or describe in detail all Contractor supplied Background IP.

10. THIRD PARTY IP

Note: List and/or describe in detail all Third Party IP.

11. FOREGROUND IP

Note: List and/or describe in detail all Foreground IP.

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ATTACHMENT H

GLOSSARY

1. ACRONYMS AND ABBREVIATIONS

Abbreviation	Description	Abbreviation	Description
ABN	Australian Business Number		(General)
ACM	Asbestos Containing Material	DISP	Defence Industry Security Program
ACN	Australian Company Number	DOE	Department of Employment
ADF	Australian Defence Force	DSPF	Defence Security Principles Framework
AGEST	Australian Government Employees Superannuation Trust	GST	Goods and Services Tax
ANZ	Australia and New Zealand	GFM	Government Furnished Material
ARBN	Australian Registered Body Number	ILS	Integrated Logistics Support
ASD	Australian Signals Directorate	IPP	Indigenous Procurement Policy
ATO	Australian Taxation Office	IP	Intellectual Property
CASG	Capability, Acquisition and Sustainment Group	ISO	International Standards Organisation
COD	Conditions of Deed	LIA	Local Industry Activity
COT	Conditions of Tender	MEC	Multiple Entry Consolidated
CMCA	Contractor Managed Commonwealth Assets	SCCG	Security Classification and Categorisation Guide
COMSEC	Communications Security	SDS	Safety Data Sheet
CPRs	Commonwealth Procurement Rules – April 2019	SOS	Scope of Services
DI(G)	Defence Instruction	STR	Statement of Tax Record
		TD	Technical Data
		WHS	Work Health and Safety

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ATTACHMENT H

2. DEFINITIONS

Term	Definition
Approval	means the act of the Commonwealth Representative approving a particular claim, proposal or course of action as a basis for further work under the Deed or any resultant Contract. 'Approve' has a corresponding meaning.
Annual Audit Report	means the annual report to be provided in accordance with clause 8.2 of the Deed in the form provided at Annex A to Attachment A of the Deed.
Asbestos Containing Material	has the meaning given in subregulation 5(1) of the <i>Work Health and Safety Regulations 2011</i> (Cth).
Australian Privacy Principles	has the same meaning as in the <i>Privacy Act 1988</i> (Cth)
Australian Eyes Only	has the same meaning as in the PSPF.
Authorisation	means a licence, accreditation, permit, registration, regulatory approval or other documented authority (however described), required by law and necessary for the provision of the Services.
Authorised Officer	means any person nominated in accordance with clause 2.2 of the COD, or, if no Authorised Officer has been nominated, means the Commonwealth Representative.
Background IP	means IP, other than Third Party IP, that: <ul style="list-style-type: none"> a. is in existence at the Effective Date or is subsequently brought into existence other than as a result of the performance of the Deed or a Contract; and b. is embodied in, or attaches to, the Services, or is otherwise necessarily related to the functioning or operation of the Services.
Capability	means the power to achieve a desired operational effect in a nominated environment within a specified time and to sustain that effect for a designated period.
Change of Control	means: <ul style="list-style-type: none"> a. a body corporate or entity that Controls the Contractor ceases to Control the Contractor; or b. a body corporate or entity that does not Control the Contractor comes to Control the Contractor.
Commonwealth Personnel	means any officers, employees or agents of the Commonwealth.
Commonwealth Premises	means any of the following that is owned or occupied by the Commonwealth: <ul style="list-style-type: none"> a. an area of land or any other place (whether or not it is enclosed or built on); b. a building or other structure; and c. a vehicle, vessel or aircraft.

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Term	Definition
Confidential Information	means information (whether or not owned by the Commonwealth) that meets all of the following criteria: <ul style="list-style-type: none"> a. is specifically identified at Attachment F; b. is commercially sensitive; c. disclosure would cause unreasonable detriment to the owner of the information or another party; and d. was provided with an express or implied understanding that it would remain confidential, e. but does not include information which: <ul style="list-style-type: none"> f. is or becomes public knowledge other than by breach of the Deed or any Contract; g. is in the possession of a party without restriction in relation to disclosure before the date of receipt; or h. has been independently developed or acquired by the receiving party.
Consolidated Group	means a Consolidated Group or a MEC group as those terms are defined in section 995-1 of the <i>Income Tax Assessment Act 1997</i> (Cth).
Contract	means the enforceable contract that is created when an Official Order is placed under the Deed.
Contractor Managed Commonwealth Assets	means any item of goods owned by the Commonwealth in the care, custody or control of the Contractor, its officers, employees, agents or Subcontractors and may include, but is not limited to, GFM, assets stored as spares, assets under repair, or assets loaned to the Contractor.
Contractor Personnel	means any officers, employees or agents of the Contractor.
Contract Price	means the amount payable by the Commonwealth under a Contract made pursuant to the Deed excluding any interest payable under clause 5.8 of the COD.
day	means a calendar day.
Deed	means the COD, the Attachments and any document expressly incorporated as part of the Deed.
Defence	means the Department of Defence or the ADF.
Defence Personnel	means an employee or member of Defence (whether of the Permanent Forces or Reserves as defined in the <i>Defence Act 1903</i> (Cth)) and the equivalents from other organisations on exchange to Defence.
Defence Purposes	means any purpose within the power of the Commonwealth with respect to the defence of the Commonwealth and includes activities for the purposes of peacekeeping and emergency aid to the civil community, and purposes that are necessary or incidental to those purpose.
Defence Service Provider	means a person, other than Defence Personnel, involved in Defence work or engaged by Defence.
Dispute	means any dispute, difference or disagreement between the parties arising out of or in connection with this Contract, including any dispute or difference as to the formation, validity, existence or termination of this Contract.

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ATTACHMENT H

Term	Definition
document	includes: a. any paper or other materials on which there are writing, marks, figures, symbols or perforations having meaning for persons qualified to interpret them; and b. any article or material from which sound, images, or writings are capable of being reproduced with or without the aid of any other article or device.
Foreground IP	means IP which is created under or otherwise in connection with the Deed or a Contract, other than Third Party IP.
General Interest Charge Rate	means the ATO sourced general interest charge rate determined under section 8AAD of the <i>Tax Administration Act 1953</i> (Cth).
Glossary	means this glossary at Attachment H to the Contract.
Government Furnished Material	means the material to be provided to the Contractor under the Contract and which is listed in Attachment D.
GST Act	means <i>A New Tax System (Goods and Services Tax) Act 1999</i> and associated taxation legislation. The expressions "adjustment note", "taxable supply" "taxable importation" and "tax invoice" have the meanings given to those expressions in the GST Act.
GST Group	means a GST group formed in accordance with Division 48 of the GST Act.

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PART 2

ATTACHMENT H

Term	Definition
Insolvency Event	<p>means, in respect of a person:</p> <ul style="list-style-type: none"> a. the person becoming bankrupt or insolvent; b. the person becoming subject to one of the forms of external administration provided for in Chapter 5 of the Corporations Act 2001, including: <ul style="list-style-type: none"> (i) the appointment of a person to administer a scheme or compromise in relation to the person in accordance with Part 5.1 of the Corporations Act 2001; (ii) the appointment of a controller or managing controller to the whole or any part of the assets or undertakings of the person in accordance with Part 5.2 of the Corporations Act 2001; (iii) the appointment of an administrator under Part 5.3A of the Corporations Act 2001 in relation to the person; or (iv) the appointment of a liquidator or provisional liquidator in relation to the person; c. the person becoming subject to any form of administration under the laws of a non-Australian jurisdiction which is the same as, or substantially equivalent to, one of those referred to in clause b of this definition; d. the person is wound up by resolution or an order of the court; e. the person suffers execution against any of its assets which has an adverse effect on the Contractor's ability to perform its obligations under the Contract; f. the person makes an assignment of its estate for the benefit of creditors or enters into any arrangement or composition with its creditors; g. the person becomes an insolvent under administration; or h. the person ceases to carry on business.
Intellectual Property	means all copyright and all rights in relation to inventions (including patent rights), registered and unregistered trademarks (including service marks), registered and unregistered designs, confidential information and circuit layouts, and any other rights resulting from intellectual activity in the industrial, scientific, literary and artistic fields recognised in domestic law anywhere in the world.
Key Persons	means the personnel specified in Attachment D as personnel required to undertake the Services or part of the work constituting the Services.
Labour Rates	means the rates set out in Attachment B.
Local Industry Activity	means the activities to be undertaken by ANZ industry as set out in the AIC Schedule.
month	means a calendar month.
Moral Rights	<p>means:</p> <ul style="list-style-type: none"> a. a right of attribution of authorship; b. a right not to have authorship falsely attributed; or c. a right of integrity of authorship.
Notifiable Incident	has the meaning given in sections 35 to 37 of the <i>Work Health and Safety Act 2011</i> (Cth).

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PART 2

ATTACHMENT H

Term	Definition
Official Order	means the document to be used by the Commonwealth in the form set out in Attachment D by which the Commonwealth places an order for Services and enters into a Contract with the Contractor.
Ozone Depleting Substances	means any substance identified as having ozone depleting potential in the <i>Ozone Protection and Synthetic Greenhouse Gas Management Act 1989</i> (Cth) or any regulations made under that Act.
Panel	means a panel of suppliers established by the Commonwealth who may be contracted by the Commonwealth to provide Services of the kind set out in the Deed.
Personal Information	has the same meaning as in the <i>Privacy Act 1998</i> (Cth).
Personnel	means all staff involved in the operation and support of the Products Being Supported, including Commonwealth Personnel, Contractor Personnel and Subcontractor Personnel.
Privacy Commissioner	has the same meaning as in the Australian Information Commissioner Act 2010 (Cth)
Problematic Substance	means: <ol style="list-style-type: none"> any substance identified as having ozone depleting potential, or any gas identified as a Synthetic Greenhouse Gas, in the <i>Ozone Protection and Synthetic Greenhouse Gas Management Act 1989</i> (Cth) or any regulations made under that Act; any dangerous goods as defined in the <i>Australian Code for the Transport of Dangerous Goods by Road and Rail</i> (extant edition and as amended from time to time); or any hazardous chemicals as defined in subregulation 5(1) of the <i>Work Health and Safety Regulations 2011</i> (Cth).
Quotation	means the Contractor's response to any Tasking Statements issued under clause 1.7.
Related Body Corporate	has the meaning given by section 9 of the <i>Corporations Act 2001</i> (Cth).
Relevant Employer	means an employer who has been a Relevant Employer under the Workplace Gender Equality Procurement Principles for a period of not less than 6 months. The Contractor will continue to be obligated as a Relevant Employer until the number of its employees falls below 80.
Safety Data Sheet	means a safety data sheet prepared in accordance with the Code of Practice, <i>Preparation of Safety Data Sheets for Hazardous Chemicals</i> , approved under section 274 of the <i>Work Health and Safety Act 2011</i> (Cth).
Services	means the services and goods specified in the Deed and provided under the Contract, including documents, equipment, reports, Intellectual Property, Technical Data, plans, charts, drawings, calculations, tables, schedules, models, software, information and data stored by any means, that are: <ol style="list-style-type: none"> brought, or required to be brought into existence, as part of, or for the purposes of performing the Services; incorporated in, supplied, or required to be supplied along with the Services; or copied or derived from the material provided.

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ASDEFCON (Standing Offer for Services)

PART 2

ATTACHMENT H

Term	Definition
Statement of Tax Record or STR	has the same meaning as in the <i>Black Economy Procurement Connected Policy – Increasing the integrity of government procurement</i> – March 2019.
Subcontractor	means any person, other than the Commonwealth, that for the purposes of a Contract, furnishes goods or services to the Contractor or indirectly to the Contractor through another person; and “Subcontract” has a corresponding meaning.
Subcontractor Personnel	means any officers, employees or agents of a Subcontractor.
Tasking Statement	means the form provided to the Contractor in accordance with clause 1.7 and attached at Attachment C.
Technical Data	means all technical know-how and information reduced to material form produced, acquired or used by the Contractor or Subcontractors in relation to the Services and includes all data, databases, manuals, handbooks, designs, standards, specifications, reports, writings, models, sketches, plans, drawings, calculations, training materials, source code, software design data, test results, software and software updates and other items describing or providing information relating to the Services or their operations.
Term	means the period determined in accordance with clause 1.3.
Third Party IP	means that IP which is owned by a person other than the Commonwealth or the Contractor and is embodied in the Services, or attached to the Services or is otherwise necessarily related to the functioning or operation of the Services, and is limited to commercial off the shelf and military off the shelf items.
WHS Legislation	means: a. the <i>Work Health and Safety Act 2011</i> (Cth) and the <i>Work Health and Safety Regulations 2011</i> (Cth); and b. any corresponding WHS law as defined in section 4 of the <i>Work Health and Safety Act 2011</i> (Cth).
Wilful Default	means a default where the breach relates to an act or omission that is intended to cause harm, or otherwise involves recklessness in relation to an obligation not to cause harm.
Working Day	in relation to the doing of an action in a place, means any day in that place other than: a. Saturday, Sunday or public holiday; and b. any day within the two-week period beginning on the first Saturday that falls before Christmas Day (or from Christmas Day when it falls on a Saturday).

3. REFERENCED DOCUMENTS

Reference	Description
Black Economy Procurement Connected Policy	<i>Black Economy Procurement Connected Policy – Increasing the integrity of government procurement</i> – March 2019.
CPRs	Commonwealth Procurement Rules – April 2019
DEFLOGMAN, Part 2, Vol 5	Stocktaking of Defence Assets and Inventory

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PART 2

ATTACHMENT H

Reference	Description
DI(G) PERS 15-1	Australian Defence Force alcohol policy
DI(G) PERS 35-3	Managing and Reporting of Unacceptable Behaviour
DSPF	Defence Security Principles Framework, as amended from time to time.
WHS Act	<i>Work Health and Safety Act 2011</i> (Cth)
WHS Regulations	<i>Work Health and Safety Regulations 2011</i> (Cth)
GST Act	<i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth)
IPP	<i>Commonwealth Indigenous Procurement Policy</i> – July 2015. A copy of the IPP is available from: http://www.dpmc.gov.au/resource-centre/government/commonwealth-indigenous-procurement-policy
	<i>Auditor-General Act 1997</i> (Cth)
	<i>Australian Code for the Transport of Dangerous Goods by Road and Rail</i>
	<i>Australian Consumer Law (Schedule 2 to the Competition and Consumer Act 2010)</i> (Cth)
	Australian Industry Capability Better Practice Guide
	<i>Criminal Code</i> (Cth)
	Defence and Industry Policy Statement
	<i>Designs Act 2003</i> (Cth)
	CASG Cost Principles, as amended from time to time.
	<i>Ozone Protection and Synthetic Greenhouse Gas Management Act 1989</i> (Cth)
	<i>Privacy Act 1988</i> (Cth)
	<i>Workplace Gender Equality Act 2012</i> (Cth)
	<i>Workplace Gender Equality Procurement Principles</i>

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PART 2

**ATTACHMENT I
NOT USED**

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PART 2

ATTACHMENT J

NOT USED

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**ANNEX A
ATTACHMENT A**

Annual Audit Report

Official Order Number	Tender Type (Limited / Competitive Quotation)	Accepted / Rejected	Basis of Rejection	Official Order Value (AUD) exc. GST	Official Order Value (AUD) inc. GST	Comment

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Australian Government
Department of Defence
Capability Acquisition and
Sustainment Group

Defence FOI 438/23/24
Document 11

JSD/RFT/11540/1

Intelligence, Surveillance, Reconnaissance and Electronic Warfare
(ISREW) Security Services Standing Offer Panel

Industry Briefing

12 September 2019



ISREW Security Services Standing Offer Panel

- **Disclaimer:** The Department of Defence makes no commitments that the ISREW Security Services SOP will proceed in any manner, or at all.
- While every effort is made to ensure that the information contained in this Industry Briefing presentation is accurate, the information is provided “as is” and the Department of Defence makes no representations or warranties in relation to the accuracy or completeness of the information and is in no way liable for any errors or omissions.
- No reliance should be placed on the information presented at this briefing. Defence reserves the right to make changes to any or all of the information provided in this Industry Briefing at any time.

Introductions

- s47E(d) [REDACTED] Director ISREW Executive Directorate
 - *ISREW Security Services SOP Manager*
- s47E(d) [REDACTED] Security Officer
- s47E(d) [REDACTED] Commercial Advisor ISREW Branch
- s47E(d) [REDACTED] Seconded Officer ISREW Branch
 - *ISREW Security Services SOP Secretariat*

ISREW Security Services Standing Offer Panel

- Introductions
- RFT Background
- RFT Overview
- Probity
- Statement of Services
- Questions

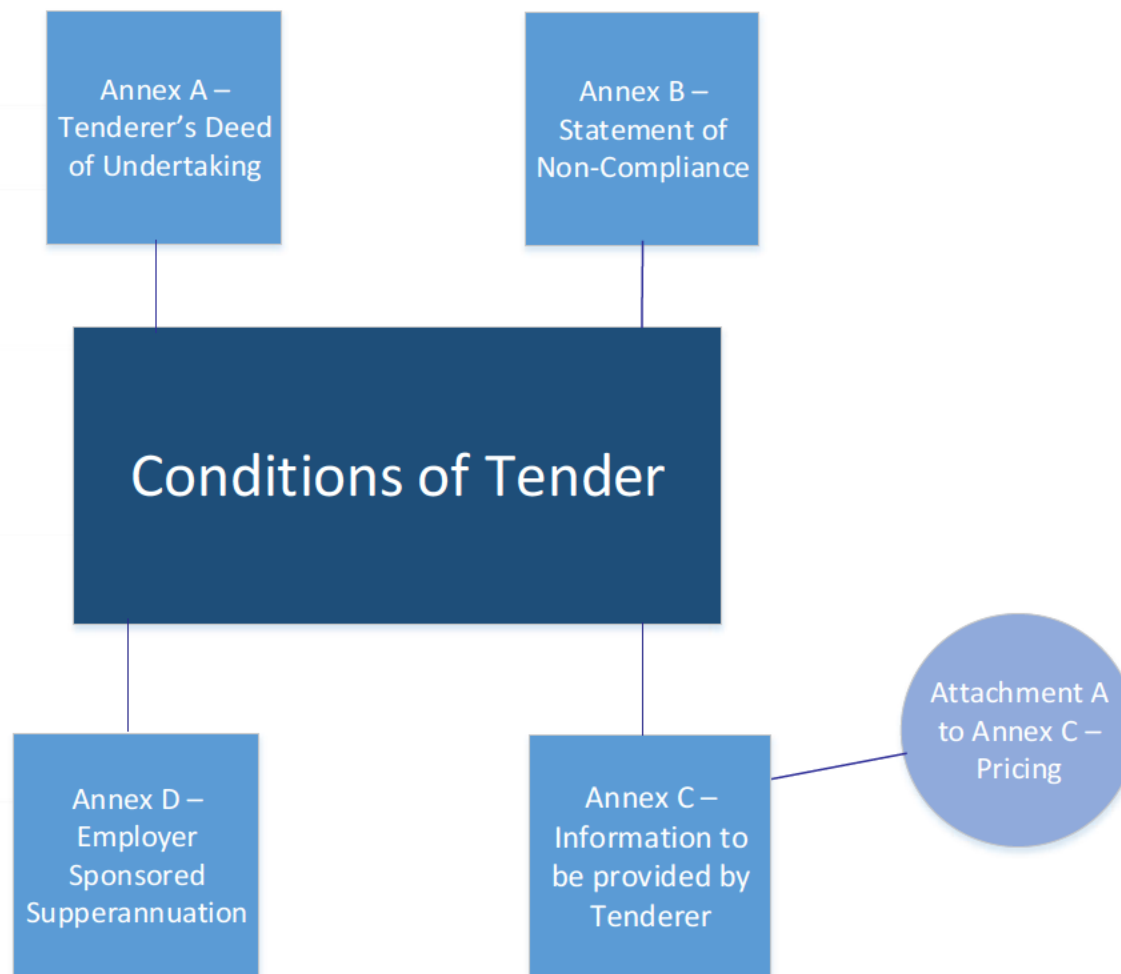
RFT Background

ISREW Security Services Standing Offer Panel

- Through the First Principles Review (FPR) and associated reform programs Defence is taking a more integrated and strategic approach to how we do business.
- CASG and in particular ISREW Branch is undergoing a process of commercial alignment and consolidation.
 - Streamlined commercial process and practice
 - Reduced tender costs to Defence and industry
 - Reduced management overheads to Defence and industry

RFT Overview

ISREW Security Services Standing Offer Panel



Evaluation Criteria

The criteria to be applied for the purposes of evaluation will include the following, not in any order of importance:

- a. past performance of contractual obligations of the tenderer, any proposed Subcontractors and any Related Bodies Corporate;
- b. the tenderer's degree of overall compliance with the RFT;
- c. the extent to which the tender meets the technical, functional, operational and performance requirements stated in the draft SOS, including any specifications;
- d. the extent to which the tenderer is compliant with the draft COD and the assessed level of risk relating to the negotiation of any resultant Deed acceptable to the Commonwealth;
- e. the proposed corporate structure and the financial and corporate viability of the tenderer and Subcontractors to fulfil Contract obligations;
- f. the tendered prices and pricing structure, including the proposed Labour Rates; and
- g. the tenderer's demonstrated technical and managerial capability to provide the Services.

ISREW Security Services Standing Offer Panel

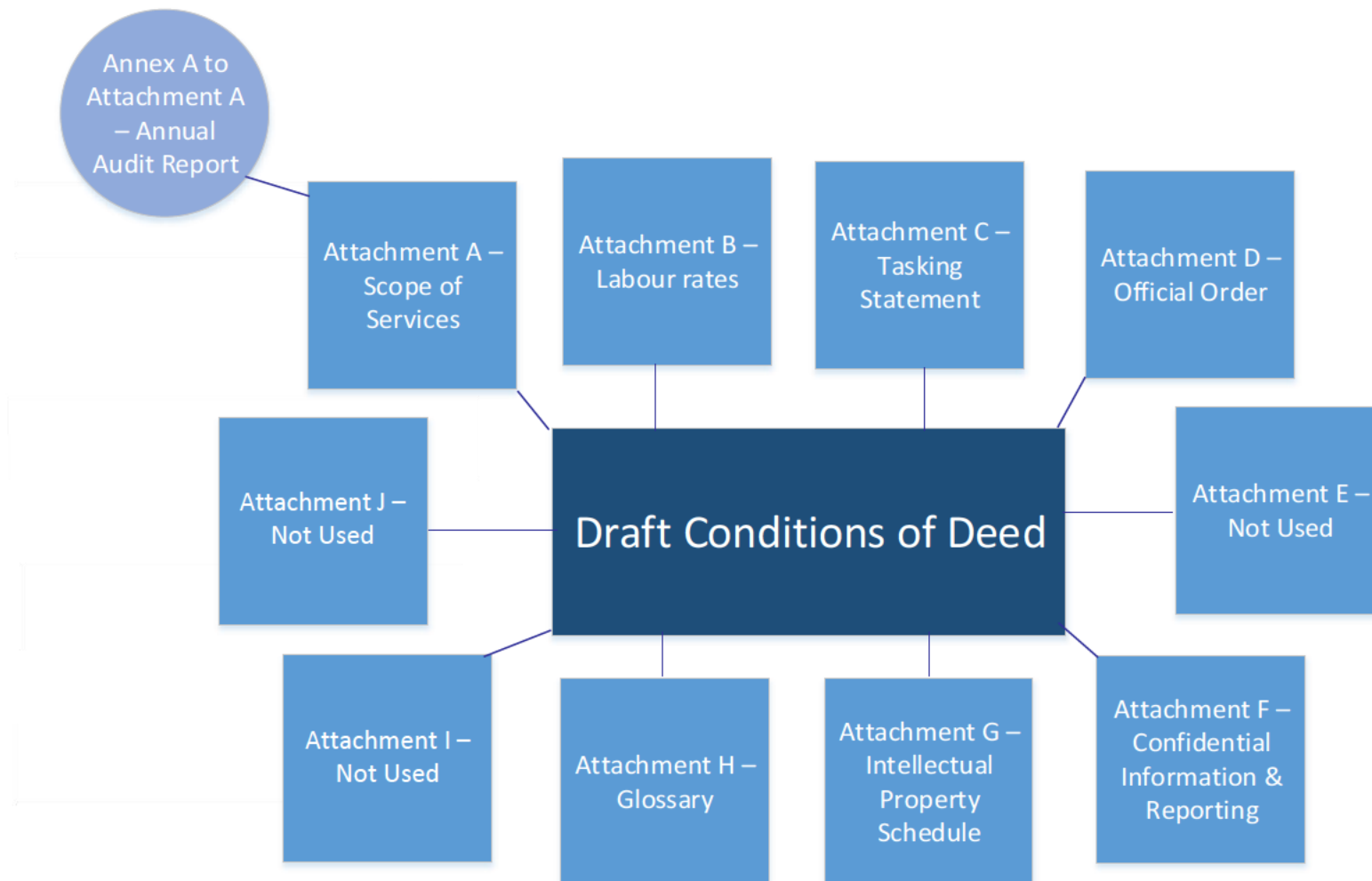
3.4 Right to Exclude Non-Compliant Tenders

3.4.1 Subject to clause 3.4.2, tenderers should carefully note the following:

- a. through this RFT process, the Commonwealth intends to create a Panel of suppliers for the potential supply of the Services;
- b. in the interests of efficient and effective administration of the Panel, it is therefore very important for the Commonwealth that the terms and conditions of the proposed Deeds with suppliers are common to all suppliers;
- c. also, in the interests of efficient and effective administration of this RFT process, the Commonwealth does not envisage or intend for any substantial (i.e. non-trivial) negotiation of the terms of the draft Deed with tenderers which includes negotiating with different tenderers on issues of particular concern to that tenderer; and
- d. accordingly:
 - (i) the terms and conditions of the draft Deed should be considered by tenderers as representing the Commonwealth's determined positions on the matters to be covered by the proposed Deeds with suppliers;
 - (ii) noting that the Commonwealth does not intend to negotiate the terms and conditions of the draft Deed, the Commonwealth's expectation is that tenderers will commit to comply with the terms of the draft Deed without amendment;
 - (iii) each potential tenderer will therefore need to carefully assess whether or not to submit a tender (particularly a tender which is non-compliant with the terms and conditions of the draft Deed); and
 - (iv) the Commonwealth reserves the right to exclude any tender from further consideration if the Commonwealth considers, in its absolute discretion, that the tender is non-compliant (in any substantial way) with the terms and conditions of the draft Deed.

3.4.2 For clarity, clause 3.4.1 is not intended to prevent or restrict a tenderer from advising of any error that it considers is contained in the terms and conditions of the draft Deed. The appropriate way for tenderers to provide that advice is to the Contact Officer in accordance with clause 2.3.

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Probity and Process Overview

Probity and Process Overview

The aim of today's session is to answer any questions you may have in relation to the probity principles which apply to tendering with the Commonwealth.

Overview

- Key pieces of legislation and policy
- Key probity principles
- Issues that arise in practice
- The procurement process and the governing documents

- ***Key legislation and legislative instruments***
 - *Public Governance, Performance and Accountability Act 2013 (Cth) (PGPA)*
 - *Commonwealth Procurement Rules 2018 (CPRs)*
- ***Procurement Policies***
 - Indigenous Procurement Policy
 - Workplace Gender Equality Procurement Principles and User Guide

Probity and Process overview

- The key requirements of any procurement irrespective of tendering method is to conduct a fair, open and transparent process that results in achieving value for money for the Commonwealth. The achievement of value for money requires the consideration of the financial and non-financial costs and benefits associated with procurement.

How does it work in practice?

Probity and Process overview

- If a contract is to be awarded through a limited tender, there must be records kept that comply with the requirements of paragraph 10.5 of the CPRs (describing the procurement, justifying the use of a limited tender and demonstrating value for money).

Probity principles

- Confidentiality and Security
- Conflicts of interest
- No contact
- Media
- Gifts and Hospitality
- Offers of employment
- Fair and equitable treatment of all tenderers
- Accountable and defensible

- To manage these internal expectations the Commonwealth have mapped out the process that needs to be followed in the tender documents.
- The tender documents contain the relevant steps that need to be followed by you, the tenderer, to ensure the integrity of the process.
- Any departure from the process can give rise to probity and legal issues that may amount to a breach of statute, common law and Commonwealth policies, in addition to undermining the confidence of the delegate in the procurement.

Stages of approval for procurement

- ETP
- Tender documents
- Tender Evaluation Plan (TEP)
- Source Evaluation Report (SER)
- Contract Negotiation Direction (CND)
- Negotiation Report (CNR)
- Section 23
- Contract signature

Scope of Services (SOS)

ISREW Security Services Standing Offer Panel

Scope

- The Commonwealth requires a range of security services to support the operation of various branches, projects and programs within the Department of Defence (Defence). The scope of services under the Panel may include development and delivery of:
 - Commonwealth security procedures, protocols, practices and policies;
 - security risk assessments and security gap analysis;
 - security services relating to Commonwealth facilities;
 - provision of training material and delivery of security training relating to Defence security;
 - project management of Commonwealth security projects; and
 - ad hoc security services.

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Conditions of Deed (COD) Attachment A – Statement of Services*

- Deliverables
 - documentation in both hard and soft copy;
 - presentations including presentation notes and PowerPoint slides; and
 - support by subject matter experts.
- Key Persons
 - Positions/personnel requiring NV2 (or above) will be identified as 'key persons' under an Official Order.
- Resident Personnel
 - Contractor at CoA
 - CoA at Contractor

*Note, Contractors supporting meetings etc. on CoA premises are not considered 'resident'.

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Pricing

- Excel template provided
 - CoA are not defining labour categories
 - Anticipate each tenderer will have their own bespoke pricing structure
- CASG cost principles
- CASG profit principles

Schedule

Events	Indicative Dates
Industry Briefings	12 September 2019
Tender Submission Closing Date	8 October 2019
Commonwealth Evaluation Period:	14 October – 21 October 2019
Negotiations Period	4 November – 11 November 2019
Target Contract Award Date	18 November 2019

- RFT Point of Contact

ISREW Security Services SOP Manager

isrew.securityservices.sop@defence.gov.au

Questions

ATM Distribution and Responses Report

Criteria Summary

Portfolio/Agency All
Date Range All
Date Type All
ATM ID JSD/RFT/11540/1

ATM Details

Publish Date 06-Sep-2019
Close Date & Time 08-Oct-2019 12:00 pm
Responses to Date 33
Total Response Size to Date 173.59 MB
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Addenda Issue Date(s)
1. 11-Sep-2019
2. 17-Sep-2019
3. 27-Sep-2019

Registered User
Company

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DateTime Method

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09-Sep-19 12:05 PM Online		
	2	25-Sep-19 08:42 AM
25-Sep-19 08:46 AM Online		
06-Sep-19 09:57 PM Online		
12-Sep-19 11:51 AM Online		
	2	07-Oct-19 11:20 PM
	2	07-Oct-19 11:20 PM
	3	07-Oct-19 11:21 PM
	1	07-Oct-19 11:21 PM
07-Oct-19 11:21 PM Online		
07-Sep-19 10:31 AM Online		
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11-Sep-19 11:47 AM Online		
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11-Sep-19 01:20 PM Online		
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17-Sep-19 12:12 PM Online		
09-Sep-19 08:37 AM Online		
26-Sep-19 11:49 AM Online		
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	2	26-Sep-19 11:50 AM
	1	26-Sep-19 11:53 AM
	1	26-Sep-19 12:34 PM
	1	26-Sep-19 01:57 PM
	3	27-Sep-19 09:54 AM
	2	30-Sep-19 09:24 AM
	1	03-Oct-19 05:34 PM
	2	03-Oct-19 05:35 PM

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07-Sep-19 08:44 PM Online
11-Sep-19 12:29 PM Online

10-Sep-19 11:49 AM Online
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09-Sep-19 09:18 AM Online
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09-Sep-19 09:12 AM Online
07-Sep-19 07:29 AM Online
09-Sep-19 09:02 AM Online

17-Sep-19 09:45 AM Online

07-Sep-19 12:15 PM Online
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09-Sep-19 08:51 AM Online

12-Sep-19 04:28 PM Online

14-Sep-19 02:53 AM Online

11-Sep-19 09:48 AM Online

11-Sep-19 01:24 PM Online

09-Sep-19 09:15 AM Online
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20-Sep-19 02:21 PM Online
08-Sep-19 03:24 PM Online

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03-Oct-19 05:36 PM

03-Oct-19 05:39 PM 767403

Online

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11-Sep-19 12:30 PM

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17-Sep-19 08:34 AM

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11-Sep-19 12:29 PM

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17-Sep-19 09:40 AM

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17-Sep-19 09:45 AM

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17-Sep-19 09:45 AM

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27-Sep-19 08:32 AM

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08-Oct-19 11:28 AM

08-Oct-19 11:29 AM 767486

Online

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12-Sep-19 04:27 PM

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13-Sep-19 02:12 PM

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17-Sep-19 08:37 AM

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17-Sep-19 08:40 AM

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11-Sep-19 01:21 PM

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19-Sep-19 03:03 PM

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19-Sep-19 03:03 PM

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19-Sep-19 03:05 PM

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30-Sep-19 12:00 PM

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11-Sep-19 12:30 PM

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17-Sep-19 09:42 AM

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17-Sep-19 09:43 AM

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17-Sep-19 09:43 AM

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11-Sep-19 12:24 PM

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20-Sep-19 02:18 PM

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20-Sep-19 02:19 PM

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11-Sep-19 01:50 PM

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27-Sep-19 08:56 AM

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27-Sep-19 08:56 AM

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27-Sep-19 09:08 AM Online
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1 27-Sep-19 08:57 AM
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2 17-Sep-19 10:17 AM
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1 18-Sep-19 09:39 AM
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2 18-Sep-19 09:39 AM
3 29-Sep-19 08:54 AM

08-Oct-19 09:52 AM 767457

Online

1 11-Sep-19 06:51 PM

1 11-Sep-19 01:28 PM
2 17-Sep-19 08:55 AM
2 17-Sep-19 08:58 AM

3 30-Sep-19 04:31 PM
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09-Sep-19 07:17 AM Online
07-Sep-19 05:31 AM Online
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09-Sep-19 10:22 AM Online

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09-Sep-19 11:26 AM Online
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17-Sep-19 10:06 AM Online
26-Sep-19 09:08 PM Online
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01-Oct-19 12:53 AM Online
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26-Sep-19 01:28 PM Online

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2 19-Sep-19 03:00 PM
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09-Sep-19 04:09 PM Online				
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19-Sep-19 02:31 PM Online				
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19-Sep-19 12:10 PM Online				
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07-Sep-19 06:07 AM Online				
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	1	17-Sep-19 10:31 AM		
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	3	27-Sep-19 09:50 AM		
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07-Sep-19 11:44 AM Online	3	30-Sep-19 03:42 PM		
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11-Sep-19 03:23 PM Online				
16-Sep-19 03:43 PM Online				
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	2	25-Sep-19 09:18 PM		
25-Sep-19 09:19 PM Online				
25-Sep-19 09:22 PM Online				
	1	25-Sep-19 09:23 PM		
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11-Sep-19 09:15 AM Online				
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	3	27-Sep-19 03:44 PM		
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			08-Oct-19 09:33 AM 767455	Online
09-Sep-19 08:35 AM Online				
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	1	04-Oct-19 02:45 PM		
	2	04-Oct-19 02:45 PM		
	3	04-Oct-19 02:47 PM		
04-Oct-19 02:59 PM Online				
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			08-Oct-19 10:03 AM 767460	Online
10-Sep-19 01:55 PM Online				
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10-Sep-19 10:34 AM Online				
	1	11-Sep-19 12:30 PM		
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09-Sep-19 01:23 PM Online			
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16-Sep-19 02:04 PM Online			
	1	16-Sep-19 02:14 PM	
	2	20-Sep-19 11 03 AM	
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07-Sep-19 07:25 AM Online			
	1	13-Sep-19 07:15 AM	
	2	17-Sep-19 08:40 AM	
	2	17-Sep-19 08:40 AM	
	2	17-Sep-19 08:42 AM	
	2	17-Sep-19 08:42 AM	
	1	17-Sep-19 08:44 AM	
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	2	17-Sep-19 08:45 AM	
	3	01-Oct-19 08:29 AM	
11-Sep-19 12:01 PM Online			
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02-Oct-19 11:15 AM Online			
	1	02-Oct-19 11:28 AM	
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	3	02-Oct-19 12:11 PM	
	1	02-Oct-19 09:35 PM	
11-Sep-19 05:32 PM Online			
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09-Sep-19 09:28 AM Online			
09-Sep-19 10:06 AM Online			
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17-Sep-19 08:56 AM Online			
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		08-Oct-19 11:52 AM 767497	Online
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09-Sep-19 09:32 AM Online			
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12-Sep-19 12:57 PM Online			
	1	12-Sep-19 12:57 PM	
	2	03-Oct-19 03:01 PM	
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	3	03-Oct-19 03:08 PM	
	2	06-Oct-19 04:23 PM	
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	3	06-Oct-19 04:23 PM	
		08-Oct-19 11:16 AM 767482	Online

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07-Sep-19 08:48 AM Online		
07-Sep-19 08:49 AM Online		
07-Sep-19 08:49 AM Online		
07-Sep-19 08:50 AM Online		
10-Sep-19 09:34 AM Online		
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07-Sep-19 09:26 PM Online		
11-Sep-19 12:53 PM Online		
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10-Sep-19 10:40 AM Online		
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07-Sep-19 09:00 AM Online		
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04-Oct-19 03:06 AM Online		
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17-Sep-19 08:48 AM Online

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07-Oct-19 09:00 PM 767446 Online

07-Sep-19 12:14 PM Online

1 11-Sep-19 12:37 PM

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07-Sep-19 12:25 PM Online

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08-Oct-19 10:58 AM 767475 Online

07-Sep-19 12:46 PM Online

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3 27-Sep-19 08:24 AM

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1 11-Sep-19 12:25 PM
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07-Sep-19 09:54 AM Online			
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25-Sep-19 08:59 AM Online			
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	3	02-Oct-19 11:13 PM	
		07-Oct-19 11:56 PM 767448	Online
	1	18-Sep-19 12:02 PM	
18-Sep-19 12:03 PM Online			
	2	18-Sep-19 02:50 PM	
	2	18-Sep-19 02:50 PM	
09-Sep-19 09:25 AM Online			
07-Sep-19 06:40 PM Online			
20-Sep-19 10:44 AM Online			
	1	20-Sep-19 10:47 AM	
	2	20-Sep-19 10:48 AM	
	3	27-Sep-19 09:29 AM	
11-Sep-19 11:42 AM Online			
11-Sep-19 11:52 AM Online			
11-Sep-19 01:09 PM Online			
	1	11-Sep-19 01:10 PM	
09-Sep-19 09:40 AM Online			
10-Sep-19 11:34 AM Online			
	1	11-Sep-19 12:34 PM	
	2	17-Sep-19 08:34 AM	
	2	17-Sep-19 08:34 AM	
17-Sep-19 12:32 PM Online			
	1	17-Sep-19 12:32 PM	
	2	17-Sep-19 12:32 PM	
	2	17-Sep-19 12:33 PM	
	1	19-Sep-19 12:06 PM	
19-Sep-19 12:06 PM Online			
	2	19-Sep-19 12:08 PM	
	3	27-Sep-19 08:26 AM	
		08-Oct-19 10:56 AM 767472	Online
09-Sep-19 11:26 AM Online			
09-Sep-19 12:44 PM Online			
	1	11-Sep-19 01:10 PM	

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	1	16-Sep-19 11:27 AM		
	2	17-Sep-19 09:45 AM		
	2	17-Sep-19 09:47 AM		
	2	17-Sep-19 10:17 AM		
	2	17-Sep-19 10:17 AM		
	1	17-Sep-19 10:30 AM		
24-Sep-19 04:09 PM Online	3	27-Sep-19 08:24 AM	08-Oct-19 10:56 AM 767471	Online
09-Sep-19 09:08 AM Online				
11-Sep-19 01:51 PM Online				
16-Sep-19 11:45 AM Online				
	2	18-Sep-19 02:31 PM		
	1	25-Sep-19 08:24 AM		
	2	25-Sep-19 08:25 AM		
09-Sep-19 04:18 PM Online				
10-Sep-19 10:09 AM Online				
	1	11-Sep-19 01:38 PM		
11-Sep-19 01:38 PM Online				
	1	12-Sep-19 11:25 AM		
12-Sep-19 11:25 AM Online				
	1	12-Sep-19 11:26 AM		
	1	16-Sep-19 04:25 PM		
	2	20-Sep-19 09:19 AM		
	3	30-Sep-19 08:50 AM		
10-Sep-19 09:46 AM Online				
11-Sep-19 01:01 PM Online				
	1	11-Sep-19 01:29 PM		
11-Sep-19 02:53 PM Online				
	1	11-Sep-19 03:04 PM		
12-Sep-19 12:45 PM Online				
	1	17-Sep-19 09:09 AM		
	1	17-Sep-19 09:09 AM		
	2	17-Sep-19 09:10 AM		
	2	17-Sep-19 09:10 AM		
	3	02-Oct-19 10:45 AM	08-Oct-19 11:42 AM 767490	Online
11-Sep-19 08:58 AM Online				
10-Sep-19 12:01 AM Online				
09-Sep-19 08:28 AM Online				
	1	11-Sep-19 12:35 PM		
	2	17-Sep-19 08:34 AM		
	2	17-Sep-19 08:35 AM		
	3	27-Sep-19 08:38 AM		
06-Sep-19 06:32 PM Online				
	1	11-Sep-19 01:27 PM		
25-Sep-19 03:20 PM Online				
25-Sep-19 03:21 PM Online				
	3	30-Sep-19 09:49 AM		
	2	30-Sep-19 09:52 AM		
30-Sep-19 10:08 AM Online				
30-Sep-19 10:09 AM Online				
30-Sep-19 10:09 AM Online				
	2	03-Oct-19 03:31 PM		
01-Oct-19 03:01 PM Online				

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08-Sep-19 03:24 PM Online
07-Sep-19 08:05 AM Online
09-Sep-19 09:49 AM Online
08-Sep-19 08:35 PM Online
26-Sep-19 09:34 AM Online
25-Sep-19 05:32 PM Online
25-Sep-19 05:33 PM Online
17-Sep-19 01:43 PM Online
17-Sep-19 01:45 PM Online
29-Sep-19 06:25 PM Online

08-Sep-19 08:56 AM Online
09-Sep-19 09:57 AM Online
09-Sep-19 10:14 AM Online
09-Sep-19 10:55 AM Online

11-Sep-19 12:34 PM Online

03-Oct-19 01:24 PM Online

07-Sep-19 12:32 PM Online

08-Sep-19 05:17 PM Online
08-Sep-19 05:27 PM Online

09-Sep-19 08:13 AM Online
09-Sep-19 10:42 AM Online
09-Sep-19 09:06 AM Online

09-Sep-19 09:47 AM Online
09-Sep-19 11:25 AM Online
09-Sep-19 11:25 AM Online

11-Sep-19 12:28 PM Online
11-Sep-19 12:29 PM Online
08-Sep-19 12:51 PM Online

2 01-Oct-19 03:01 PM
2 01-Oct-19 03:01 PM

2 30-Sep-19 12 00 AM
1 04-Oct-19 08:14 PM

1 11-Sep-19 12:28 PM

1 11-Sep-19 12:34 PM
1 11-Sep-19 12:57 PM
2 17-Sep-19 09:12 AM
2 17-Sep-19 09:15 AM
3 27-Sep-19 09:25 AM
2 03-Oct-19 01:19 PM

1 03-Oct-19 01:25 PM
2 03-Oct-19 01:26 PM
2 03-Oct-19 01:26 PM
3 03-Oct-19 01:27 PM

1 08-Oct-19 12:23 PM

1 12-Sep-19 09 04 AM
3 27-Sep-19 08:51 AM
2 27-Sep-19 08:53 AM
2 27-Sep-19 08:54 AM
2 27-Sep-19 08:55 AM

1 11-Sep-19 01:13 PM
1 11-Sep-19 01:23 PM
1 13-Sep-19 11:44 AM
2 17-Sep-19 10:27 AM
3 27-Sep-19 09:14 AM

1 11-Sep-19 12:26 PM

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12-Sep-19 01:31 PM Online	1	12-Sep-19 01:30 PM		
	1	12-Sep-19 01:32 PM		
	2	17-Sep-19 09 05 AM		
09-Sep-19 09:42 AM Online				
09-Sep-19 06:29 PM Online				
	1	11-Sep-19 02:22 PM		
	2	17-Sep-19 08:53 AM		
	2	22-Sep-19 12:22 AM		
09-Sep-19 07:52 AM Online				
	1	11-Sep-19 01:05 PM		
	1	17-Sep-19 07:51 AM		
	2	17-Sep-19 08:45 AM		
	2	17-Sep-19 08:45 AM		
	3	27-Sep-19 09:41 AM		
			08-Oct-19 11:48 AM 767495	Online
07-Sep-19 02:58 PM Online				
07-Sep-19 09:41 AM Online				
07-Sep-19 02:31 PM Online				
08-Sep-19 11:11 PM Online				
08-Sep-19 11:11 PM Online				
	2	17-Sep-19 11 07 AM		
07-Sep-19 08:18 AM Online				
	2	24-Sep-19 08:42 PM		
	1	24-Sep-19 08:50 PM		
	2	24-Sep-19 08:51 PM		
24-Sep-19 08:54 PM Online				
	2	27-Sep-19 06:31 PM		
09-Sep-19 09:33 AM Online				
09-Sep-19 09:35 AM Online				
	1	11-Sep-19 12:39 PM		
	2	27-Sep-19 11:34 AM		
	3	27-Sep-19 11:35 AM		
07-Sep-19 09:12 AM Online				
10-Sep-19 09:20 AM Online				
11-Sep-19 11:17 AM Online				
	1	11-Sep-19 01:07 PM		
16-Sep-19 04:44 PM Online				
06-Sep-19 12:07 PM Online				
09-Sep-19 11:17 AM Online				
	1	11-Sep-19 03:44 PM		
09-Sep-19 09:12 AM Online				
	1	11-Sep-19 12:31 PM		
16-Sep-19 04:16 PM Online				
	1	16-Sep-19 04:17 PM		
16-Sep-19 04:28 PM Online				
	2	18-Sep-19 09:53 AM		
	2	18-Sep-19 09:53 AM		
	1	19-Sep-19 10:58 AM		
25-Sep-19 01:24 PM Online				
25-Sep-19 01:24 PM Online				
	1	27-Sep-19 08:25 AM		
	2	27-Sep-19 08:25 AM		
	1	02-Oct-19 03:01 PM		
	2	02-Oct-19 03:01 PM		

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07-Sep-19 12:51 AM Online
10-Sep-19 10:00 AM Online
09-Sep-19 01:57 PM Online
10-Sep-19 10:57 AM Online
08-Sep-19 10:59 PM Online

07-Sep-19 03:56 AM Online

12-Sep-19 12:42 AM Online

17-Sep-19 10:13 PM Online
28-Sep-19 03:48 AM Online
07-Sep-19 03:15 PM Online
09-Sep-19 09:55 AM Online
25-Sep-19 06:08 PM Online

08-Sep-19 03:19 PM Online

03-Oct-19 06:30 AM Online
03-Oct-19 06:31 AM Online

09-Sep-19 11:36 AM Online
09-Sep-19 11:37 AM Online
09-Sep-19 11:38 AM Online
26-Sep-19 03:39 PM Online
26-Sep-19 03:39 PM Online
26-Sep-19 03:39 PM Online

09-Sep-19 11:21 AM Online
09-Sep-19 11:21 AM Online

11-Sep-19 01:00 PM Online
09-Sep-19 10:17 AM Online
09-Sep-19 10:18 AM Online
09-Sep-19 10:18 AM Online

09-Sep-19 11:38 AM Online

3

02-Oct-19 03:01 PM

04-Oct-19 02:11 PM 767423

Online

1

11-Sep-19 12:29 PM

1

12-Sep-19 12:39 AM

1

17-Sep-19 10:11 PM

2

17-Sep-19 10:11 PM

2

25-Sep-19 06:16 PM

2

25-Sep-19 06:16 PM

1

25-Sep-19 06:16 PM

08-Oct-19 11:46 AM 767493

Online

1

18-Sep-19 10:36 AM

2

18-Sep-19 10:36 AM

2

18-Sep-19 10:36 AM

2

18-Sep-19 10:43 AM

2

18-Sep-19 10:43 AM

3

27-Sep-19 03:29 PM

04-Oct-19 05:18 PM 767433

Online

1

26-Sep-19 03:43 PM

1

11-Sep-19 12:24 PM

2

17-Sep-19 12:08 PM

2

17-Sep-19 12:08 PM

3

27-Sep-19 08:47 AM

1

11-Sep-19 12:59 PM

1

11-Sep-19 01:48 PM

1

11-Sep-19 12:35 PM

1

11-Sep-19 09:07 PM

1

17-Sep-19 08:38 AM

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	2	17-Sep-19 08:38 AM	
	1	17-Sep-19 09:31 AM	
	2	17-Sep-19 09:31 AM	
	2	17-Sep-19 09:31 AM	
	3	27-Sep-19 09 01 AM	
	2	07-Oct-19 10:07 PM	
08-Oct-19 12:19 AM Online			
		08-Oct-19 11:22 AM 767484	Online
		08-Oct-19 11:26 AM 767485	Online
07-Sep-19 11:44 AM Online			
	1	01-Oct-19 11:51 AM	
12-Sep-19 08:24 AM Online			
	1	12-Sep-19 08:24 AM	
	2	17-Sep-19 09:47 AM	
	2	17-Sep-19 09:47 AM	
	1	17-Sep-19 09:48 AM	
13-Sep-19 10:57 PM Online			
	1	13-Sep-19 10:57 PM	
09-Sep-19 10:07 AM Online			
09-Sep-19 10:44 AM Online			
09-Sep-19 11:29 AM Online			
	1	16-Sep-19 03:41 PM	
16-Sep-19 03:42 PM Online			
	2	17-Sep-19 09:59 AM	
	2	17-Sep-19 11 01 AM	
	1	27-Sep-19 03:29 PM	
	3	27-Sep-19 03:29 PM	
	1	04-Oct-19 10:44 AM	
	2	04-Oct-19 10:45 AM	
	2	04-Oct-19 10:48 AM	
	3	04-Oct-19 10:50 AM	
		08-Oct-19 10:09 AM 767461	Online
09-Sep-19 09:15 AM Online			
10-Sep-19 01:44 PM Online			
10-Sep-19 04:47 PM Online			
10-Sep-19 04:53 PM Online			
	1	11-Sep-19 01:08 PM	
	2	27-Sep-19 12:50 PM	
	3	27-Sep-19 12:51 PM	
	2	27-Sep-19 12:51 PM	
09-Sep-19 11:25 AM Online			
10-Sep-19 10:01 AM Online			
10-Sep-19 10:02 AM Online			
	1	11-Sep-19 12:27 PM	
09-Sep-19 09:27 AM Online			
	2	17-Sep-19 08:43 AM	
	2	17-Sep-19 08:43 AM	
24-Sep-19 11:07 PM Online			
	1	24-Sep-19 11:11 PM	
	2	24-Sep-19 11:12 PM	
	2	24-Sep-19 11:14 PM	
24-Sep-19 11:17 PM Online			
24-Sep-19 11:20 PM Online			
08-Sep-19 03:26 PM Online			
	2	18-Sep-19 09:13 AM	

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18-Sep-19 09:15 AM Online				
09-Sep-19 12:28 PM Online				
	1	30-Sep-19 03:06 PM		
	2	30-Sep-19 03:08 PM		
30-Sep-19 03:09 PM Online				
	1	30-Sep-19 03:09 PM		
09-Sep-19 10:12 AM Online				
09-Sep-19 10:16 AM Online				
09-Sep-19 08:45 AM Online				
11-Sep-19 03:26 PM Online				
	3	30-Sep-19 02:41 PM		
30-Sep-19 02:43 PM Online				
12-Sep-19 02:26 PM Online				
08-Sep-19 03:53 PM Online				
	1	11-Sep-19 12:40 PM		
	1	19-Sep-19 09:17 AM		
	1	20-Sep-19 11:48 AM		
	2	20-Sep-19 11:50 AM		
	2	20-Sep-19 11:50 AM		
20-Sep-19 01:10 PM Online				
	3	27-Sep-19 09 05 AM		
	3	27-Sep-19 09 07 AM		
		08-Oct-19 10:28 AM 767467		Online
09-Sep-19 10:54 AM Online				
	1	17-Sep-19 01:14 PM		
17-Sep-19 01:15 PM Online				
23-Sep-19 07:41 PM Online				
	1	23-Sep-19 07:44 PM		
09-Sep-19 06:44 AM Online				
	2	27-Sep-19 08:40 AM		
27-Sep-19 08:41 AM Online				
		08-Oct-19 10:56 AM 767473		Online
09-Sep-19 12:40 PM Online				
	1	12-Sep-19 12:47 PM		
	2	18-Sep-19 03:01 PM		
	2	18-Sep-19 03:03 PM		
	3	03-Oct-19 04:39 PM		
07-Sep-19 10:25 AM Online				
09-Sep-19 08:24 AM Online				
	1	13-Sep-19 01:38 PM		
10-Sep-19 07:39 AM Online				
10-Sep-19 08:32 AM Online				
17-Sep-19 10:58 AM Online				
	1	27-Sep-19 08:59 AM		
	2	27-Sep-19 09 00 AM		
10-Sep-19 08:27 AM Online				
11-Sep-19 12:40 PM Online				
	1	11-Sep-19 12:41 PM		
27-Sep-19 09:06 AM Online				
12-Sep-19 03:38 PM Online				
	1	12-Sep-19 03:38 PM		
	1	12-Sep-19 03:39 PM		
	2	17-Sep-19 09 09 AM		
	2	17-Sep-19 09 09 AM		
	3	27-Sep-19 09:24 AM		

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09-Sep-19 08:44 AM Online

12-Sep-19 02:33 PM Online

11-Sep-19 10:05 AM Online

10-Sep-19 09:53 AM Online

10-Sep-19 01:12 PM Online

09-Sep-19 09:10 AM Online

09-Sep-19 09:36 AM Online

11-Sep-19 10:36 AM Online

1

1

2

2

2

1

1

2

2

3

12-Sep-19 12:46 PM

12-Sep-19 02:35 PM

17-Sep-19 08:53 AM

17-Sep-19 08:54 AM

17-Sep-19 03:21 PM

12-Sep-19 08:21 AM

12-Sep-19 12:01 PM

17-Sep-19 02:40 PM

17-Sep-19 03:06 PM

02-Oct-19 05:23 PM

08-Oct-19 11:41 AM 767489

Online