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| **RFQ & draft Work Order**  **Deed of Standing Offer – ICT Provider Arrangement** | |
| The Commonwealth requests a Quotation for the Services described in this RFQ. | |
| **QUOTATION DETAILS SCHEDULE** | |
| **RFQ Number** | NMP64171 |
| **Work Order Title** | Logistics C4I Capability Services |
| **Time and Date for providing Quotation (Closing Time)** | 10 October 2025 (1600 AEST local time).  Quotations are to be lodged electronically via AusTender (https://www.tenders.gov.au) before the Closing Time in accordance with the Quotation lodgement procedures set out in this RFQ and on AusTender.  Classified information is not to be submitted via AusTender and any Tenderers proposing to submit classified information must contact the Contact Officer at least five days prior to the Closing Time to seek instructions on submission. |
| **Quotation format** | The Tenderer must submit its response in the form, and including the content, outlined in the Supplier’s Quotation form attached to this RFQ (refer to (RFQ) Supplier’s Quotation v1.0).  Quotations are to be written in English. All measurements are to be expressed in Australian legal units of measurement (unless otherwise specified), and the proposal should include:   * a completed checklist of the documents forming the Supplier’s Quotation (set out in the Supplier’s Quotation form); * PDF versions of all response documents; * Editable Word versions of:   + the Statement of Non-Compliance;   + all documents reflecting proposed changes outlined in the Statement of Non-Compliance; and * editable Excel version of the Pricing Tables.   Note: as context, the editable versions will be used to enable Defence to rapidly evaluate responses and transition to subsequent RFQ stages. |
| **Quotation validity period** | 12 months after the Closing Time |
| **Return address for Quotation** | Quotations are to be lodged electronically via AusTender using the Dynamic Sourcing for Panels (DS4P) lodgement page (see further information at clause 5 of this RFQ) |
| **Industry Brief** | An Industry Brief is intended to be conducted week commencing 25 August 2025 in Canberra and in person. The Industry Brief will be classified PROTECTED.  Further details regarding the Industry Brief will be published on AusTender via Addendum, including a template confidentiality deed that individual Tenderer Personnel will be required to execute prior to attendance at the Industry Brief.  All Tenderer Personnel attending the industry briefing, or with access to this information, will be required to hold a minimum baseline security clearance. |
| **Contact Officer Details** | Name: Mr Jonathan Tremethick  Address: Anzac Park West, Constitution Avenue, Parkes ACT  Email: [ddg.msdc4ilogisticssolutionatm@defence.gov.au](mailto:ddg.msdc4ilogisticssolutionatm@defence.gov.au) |
| **Pricing Model** | The Supplier’s Quotation is to include pricing on the basis of:  Fixed Price  Outcome Based T&M (capped at a NTE Price)  Time and Materials (T&M) (capped at a NTE Price)  Combination of T&M and Fixed Price   * Other (Fixed Price with Labour Rates) |
| **Evaluation Criteria** | **Organisational Capability and Capacity.** The Tenderer's demonstrated capability and capacity to meet the requirements of the RFQ **for each Bundle nominated and (as applicable) the Log-C4I Solution as an integrated whole.** The Commonwealth will assess whether the Tenderer has the required skills and capacity to successfully perform the Services including:   * + - 1. organisational capability and suitability;       2. demonstrated experience delivering similar Services in a large, complex multi-supplier environment to a high level of quality and client satisfaction, including through relevant reference checks;       3. Experience and quality of proposed Key Persons in Key Positions;       4. compliance with the Conditions of Deed, the Work Order, the Statement of Work and the attachments; and   **Partnership.** The Tenderer's suitability and integrity of the proposed approach to working in a partnership model in a multi-supplier environment including:   * + - 1. demonstrated understanding of, and approach to, delivering a seamless and integrated service offering to Defence within a multi-party environment;       2. approach to working with and without direct contractual arrangements between all the parties (e.g. Defence’s Other Suppliers and Other Supplier’s subcontractors, etc.); and       3. extent to which the Tenderer is committed to operating as a strategic partner including SME and Indigenous supplier participation.   **Solution Capability.** Assess the suitability of the proposed Log-C4I Solution and its components, including:   * + - 1. ability to achieve the RFQ requirement and integrate with other software and tools selected or used by Defence.       2. suitability of the proposed delivery approach for the Term, including working with other third-party suppliers and the Defence team; and       3. extent to which the proposed solution promotes continuous innovation, preserves Defence’s technological flexibility, and enables adaptability to evolving operational and technology needs.   **Transition-In.** Quality and feasibility of Tenderer's proposed approach of implementing the solution including:   * + - 1. suitability, integrity and feasibility of the proposed Implementation Services, Transition-In Plan and approach;       2. ability to achieve the requirements, including timeframes and objectives, whilst identifying and managing risk and challenges to an acceptable level; and   **Pricing.** The extent to which the prices proposed by the Tenderer represents a value for money price offering to the Commonwealth.  **Compliance and Risk.**   * + - 1. The extent to which the Tenderer demonstrates a willingness and ability to comply with Commonwealth and Defence policy requirements, including AIC, and the Australian Skills Guarantee, and the level of risk associated with the Supplier’s Quotation.  |  | | --- | | ***Note to Tenderer:*** *A Tenderer that has no past experience with any Australian Skills Guarantee Targets will not be disadvantaged by this alone.* |   *The Commonwealth will take into consideration:*  *(i) the Tenderer’s past performance and reporting in accordance with the Australian Skills Guarantee Procurement Connected Policy (if any); and*  *(ii) the extent to which the Tenderer demonstrates its proposed targets would increase the proportion of Apprentices and ICT Cadets engaged in the workforce of the Tenderer (including its Subcontractors).*   * + - 1. Suitability of the proposed risk apportionment and Defence risk profile.   The above evaluation criteria are not listed in any order of priority. |
| **SCOPE OF THIS RFQ AND OPTIONS FOR RESPONSE** | |
| The scope of this RFQ is for the provision, implementation and sustainment of a Log-C4I Solution and, while the preference is for a single Tenderer to deliver the end-to-end Log-C4I Solution, Defence will consider responses to one of the three options:   |  |  |  | | --- | --- | --- | | **Response Option** | **Name** | **Composite Bundles** | | **Option 1** | **End-to-End Log-C4I Solution** | Bundle 1: Recognised Logistics Picture (RLP)  Bundle 2: Logistics Planning (LOGPLAN)  Bundle 3: Implementation and Sustainment Services | | **Option 2** | **Recognised Logistics Picture Solution** | Bundle 1: Recognised Logistics Picture (RLP)  Bundle 3: Implementation and Sustainment Services | | **Option 3** | **Logistics Planning Solution** | Bundle 2: Logistics Planning (LOGPLAN)  Bundle 3: Implementation and Sustainment Services |   Tenderers should note that by submitting a response to Option 1 (end-to-end Log-C4I Solution) the Tenderer accepts that Defence may choose to engage that Tenderer to provide only the Bundles in Option 2 or in Option 3.  Tenderers must note that, where it provides a response to Option 2 or Option 3, there is still a requirement to deliver a seamlessly integrated, end-to-end Log-C4I Solution. To that end, while Defence would anticipate that certain elements of scope and requirements in this RFQ may not apply to Option 2 and Option 3 responses, Tenderers are strongly encouraged to contemplate, and craft a response, such that it anticipates working with another supplier to deliver an integrated solution. Defence does not intend to be the integrator between two suppliers, and as such, the degree to which a Tenderer exhibits the knowledge and willingness to put delivery first, will form part of the evaluation, per the outlined evaluation criteria.  Tenderers should also note that Defence may decide not to select any tenderer to provide the Bundles in Option 2 or in Option 3, if Defence determines that no tender represents value for money for the relevant Option.  ***BUNDLE DEFINITIONS***  *Refer to Annexure D.1 (Overview and Outcomes) for complete scope information.*   |  |  | | --- | --- | | **Bundle** | **Definitions** *(per Annexure D.1 – Overview and Outcomes)* | | **Bundle 1 (B1):**  **Recognised Logistics Picture (RLP)** | Defined as an integrated, real-time representation of logistics information, including supply chains, materiel infrastructure, personnel, and movement, across all domains and operations theatres. It:   * + - 1. enables commanders and stakeholders to make informed decisions by providing a shared understanding of current logistics posture, constraints and risks;       2. encompasses the integrated, real-time representation of logistics information, including supply chains, materiel, infrastructure, personnel and movement across all domains and operational theatres; and       3. is primarily comprised of application licenses, associated software and tools and consideration for integration with internal and external Data Sources. | | **Bundle 2 (B2):**  **Logistics Planning (LOGPLAN)** | Defined as the end-to-end process of anticipating, determining and orchestrating the resources, infrastructure, timelines and delivery mechanisms required to support operations and exercises in a timely, cost-effective and resilient manner. It:   * + - 1. encompasses the end-to-end process of anticipating, determining and orchestrating the resources, infrastructure, timelines and delivery mechanisms required to support operations and exercises in a timely, cost-effective and resilient manner;       2. delivers a well-structured logistics plan to ensure mission assurance, force readiness and supply chain continuity, enabling the execution of complex operations in dynamic, resource-constrained environments;       3. includes Supply Chain Visibility, an essential component of the LOGPLAN, which provides the capability to track and trace materials, components, products and associated data as they move across the Defence Logistics Network, from origin to consumption, in real time or near-real time, across multiple tiers of suppliers and logistics providers (**Supply Chain Visibility**); and       4. is primarily comprised of application licenses, associated software and tools and consideration for integration with internal and external data sources. | | **Bundle 3 (B3):**  **Implementation and Sustainment Services** | Essential to successfully transitioning-in the Log-C4I Solution and sustaining it through its Lifecycle.  Implementation Services are defined fulsomely in Annexure E.1 (Implementation Services) while the Sustainment Services are defined in Annexure D.2 (Sustainment Services). | | |
| **CONDITIONS OF QUOTATION** | |
| 1. General    1. This RFQ is an invitation to treat and, to the extent permitted by law, no binding Work Order (including process contract) or other understanding on any basis whatsoever will exist between the Commonwealth and a Tenderer unless and until a Work Order is signed by the Commonwealth and the successful Tenderer. To the extent permitted by law, the Commonwealth has no liability to the Tenderer for any compensation on any basis whatsoever in connection with the Tenderer’s participation in this RFQ.    2. Clause 1.1 does not apply to:       * 1. the Supplier’s Deed of Undertaking executed by a Tenderer;         2. a confidentiality deed executed by a Tenderer; or         3. any other deed or contractual arrangement entered into by the Tenderer, as required by the Commonwealth from time to time.    3. The Commonwealth will not be responsible for any costs or expenses incurred by any Tenderer in preparation or lodgement of a Quotation or taking part in the RFQ process.    4. The Commonwealth may amend this RFQ by giving Tenderers timely written notice of an amendment. If the Commonwealth amends this RFQ after Quotations have been submitted, it may seek amended Quotations.    5. Tenderers will have no claim against the Commonwealth or any Commonwealth Personnel for any failure to inform a Tenderer of an amendment to the RFQ, or any failure to seek amended Quotations, or any other matter arising in connection with an amendment to the RFQ.    6. If the Commonwealth considers that there are unintentional errors of form in a Quotation, the Commonwealth may request the Tenderer to correct or clarify the error but will not permit any material alteration or addition to the Quotation.    7. Without limiting its other rights under this RFQ, at law or otherwise, the Commonwealth may at any stage of the RFQ process, exclude a Tenderer from further participation in the RFQ process:       * 1. if the Tenderer is, or was, the Tenderer or an Approved Subcontractor under a contract that is, or becomes at any stage during the RFQ process, a Project of Concern. For the purposes of this clause, ‘Tenderer’ also encompasses any Related Body Corporate, proposed Subcontractor or Related Body Corporate, or special purpose vehicle (in which any of these entities have been involved), and ‘Project of Concern’ means any project or sustainment activity identified by the Minister for Defence as a Project of Concern;         2. if an Insolvency Event occurs in relation to the Tenderer or any of its Related Bodies Corporate;         3. if the Quotation is incomplete or clearly non-competitive;         4. a representation or warranty given by the Tenderer in its Quotation is false or misleading;         5. if the Commonwealth considers that the Quotation does not comply with the format requirements specified in the Quotation Details Schedule; or         6. if in the opinion of the Commonwealth, the Tenderer fails to comply with clause 4 of the Tenderer’s Deed of Undertaking.    8. Any time or date in this RFQ is for the convenience of the Commonwealth. The establishment of a time or date in this RFQ does not create an obligation on the part of the Commonwealth to take any action or exercise any right established in the RFQ or otherwise.    9. Without limiting its rights under this RFQ, at law or otherwise, the Commonwealth may suspend, defer or terminate the RFQ process at any time. The Commonwealth will notify Tenderers to this effect. 2. Australian Government requirements    1. The Commonwealth will not enter into a Work Order with a Tenderer which has a judicial decision against it (including overseas jurisdictions but excluding decisions under appeal or instances where the period for appeal or payment/settlement has not expired) relating to unpaid employee entitlements where the entitlements remain unpaid.  |  | | --- | | ***Note to Tenderers:*** *The Workplace Gender Equality Procurement Principles prevent the Commonwealth from entering into Work Orders with Tenderers who are non-compliant under the Workplace Gender Equality Act 2012 (Cth) (WGE Act). In performing any resultant Work Order, the Tenderer is to comply with its obligations under the WGE Act. Information about the coverage of the Workplace Gender Equality Procurement Principles is available from the Workplace Gender Equality Agency at:* [*https://www.wgea.gov.au/what-we-do/compliance-reporting/wgea-procurement-principles*](https://www.wgea.gov.au/what-we-do/compliance-reporting/wgea-procurement-principles)*.* |  * 1. In accordance with the Workplace Gender Equality Procurement Principles, the Commonwealth will not enter into a Work Order with a Tenderer who is non-compliant under the *Workplace Gender Equality Act* *2012* (Cth).   2. Tenderers should note that the Australian Skills Guarantee Procurement Connected Policy applies to this RFQ. The Australian Skills Guarantee Procurement Connected Policy aims to address gender segregation and acute skills shortages by introducing the Australian Skills Guarantee Targets. This RFQ is for a Major ICT Project for the purposes of the Australian Skills Guarantee Procurement Connected Policy.  1. INDIGENOUS PROCUREMENT POLICY    1. It is Commonwealth policy to stimulate Indigenous entrepreneurship and business development, providing Indigenous Australians with more opportunities to participate in the economy (see Indigenous Procurement Policy for further information).    2. If any resultant contract is a High Value Contract the mandatory minimum requirements for Indigenous participation will apply. 2. Tenderers to inform themselves    1. The Tenderer may rely on information in this RFQ, or any information communicated or provided to Tenderers during this RFQ process, for the purposes of preparing its response to this RFQ.    2. Subject to clause 4.1, the Commonwealth makes no representations or warranties that the information is, or will be, accurate, current or complete.    3. Tenderers are solely responsible for:       * 1. examining this RFQ, any documents referenced in or attached to this RFQ and any other information made available by the Commonwealth to Tenderers in connection with the RFQ process;         2. obtaining and examining all further information which is obtainable by the making of reasonable inquiries and inspections relevant to the risks, contingencies, and other circumstances having an effect on their Quotations;         3. seeking clarification where further information has been communicated or provided to Tenderers, or otherwise communicated by the Commonwealth, which is or appears to be inconsistent with the information in this RFQ; and         4. satisfying themselves that their Quotation is accurate, complete and not misleading.    4. Tenderers are to prepare and lodge their quotes based on the acknowledgements and agreements at the Tenderer’s Deed of Undertaking.  |  | | --- | | ***Note to Tenderers:*** *Requests for advice on the control status of Australian goods and/or services should be forwarded to Defence Export Controls via email at* [*ExportControls@defence.gov.au*](mailto:ExportControls@defence.gov.au)*. Further information on Australian export controls may be found at:* [*https://www1.defence.gov.au/business-industry/export/controls*](https://www1.defence.gov.au/business-industry/export/controls)*.* |  * 1. Tenderers are solely responsible for informing themselves of the export control status of the 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 Tenderer to an overseas Subcontractor or Related Body Corporate for the purposes of providing the Services to the Commonwealth.  1. Contact Officer and RFQ inquiries    1. Tenderers are to direct any questions or concerns regarding this RFQ in writing to the Contact Officer specified in the Quotation Details Schedule.    2. Tenderers may submit questions or concerns to the Contact Officer up until five Working Days prior to the Closing Time specified in the Quotation Details Schedule.    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 Quotation. 2. PREPARATION AND TRANSMISSION OF CLASSIFIED QUOTATIONS  |  | | --- | | ***Note to Tenderers:*** *For information on preparation and transmission of classified Quotations and for access to the DSPF, Tenderers should contact the Contact Officer.* |  * 1. Classified information in Quotations is not to be submitted via AusTender. Where Tenderers propose to submit classified information in Quotations, Tenderers must contact the Contact Officer at least five Working Days prior to the Closing Time to obtain alternative instructions for submitting classified information in Quotations, separate to the Tenderer’s main submission via AusTender. A submission via AusTender on an unclassified basis is still required.   2. Classified information in Quotations is to be avoided where possible. If this cannot be achieved, Quotations containing classified information are to be prepared and transmitted as follows:   For Australian responses, in accordance with Principle 71 of the DSPF; and  For overseas responses, in accordance with the applicable industry security information system regulations issued by the appropriate government security authority in their country. If transmission involves by diplomatic bag, the overseas tenderer is to use the diplomatic bag of its own government.   * 1. Tenderers are to classify information in their Quotations by clearly marking information with the relevant security classification.   2. If only part of a Quotation contains classified information, that part may be segregated from the remainder of the Quotation for separate transmission. However, both parts of the tender are subject to the Closing Time specified in the Quotation Details Schedule. Care should therefore be taken to ensure that sufficient time is allowed for tenders to be received by the Closing Time when a secure means of transmission is used.  1. Lodgement of Quotations    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 RFQ, Tenderers are to comply with those terms and conditions and any applicable instructions, processes, procedures and recommendations as advised on AusTender at: [**https://www.tenders.gov.au/infolinks/termsofuse**](https://www.tenders.gov.au/infolinks/termsofuse).    2. All queries and requests for AusTender technical or operational support are to be directed to:   AusTender Help Desk  Telephone: 1300 651 698  International: +61 2 6215 1558  Email: [tenders@finance.gov.au](mailto: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).   * 1. Unless otherwise specified in the Quotation Details Schedule or paragraph 6 of these Conditions of Quotation, Quotations are to be lodged electronically via AusTender ([**https://www.tenders.gov.au**](http://www.tenders.gov.au/)) before the Closing Time in accordance with the Quotation lodgement procedures set out in this RFQ and on AusTender.   2. Quotations are to be lodged in the format specified in the Quotation Details Schedule. All file names should:   sufficiently identify the Tenderer by including their name; and  reflect the parts of the response they represent, where the response comprises multiple files.   * 1. Quotation files should not exceed a combined file size of 500 megabytes per upload.  1. Quotation Validity Period    1. The Commonwealth requires that Quotations submitted in response to this RFQ remain open for acceptance during the Quotation Validity Period specified in the Quotation Details Schedule.    2. Without limiting clause 8.1, the Commonwealth may request an extension of the Quotation Validity Period. 2. Confidentiality and Use of documents    1. The Commonwealth has prepared a package of information (Supporting Data) that will be made available to Tenderers. Tenderers should not rely on a statement made in the Supporting Data as amending or adding to this RFQ unless that amendment or addition is confirmed by the Commonwealth in writing.    2. Prior to the Supporting Data being made available to Tenderers, the Commonwealth will issue an Addendum via AusTender with a confidentiality deed that will be required to be completed (Supporting Data Confidentiality Deed). Tenderers will only be provided with access to the Supporting Data once it has executed and submitted the Supporting Data Confidentiality Deed to the Contact Officer via email.    3. Tenderers are solely responsible for submitting the executed Supporting Data Confidentiality Deed promptly to receive access to the Supporting Data in sufficient time to enable the Supporting Data to be taken into account in preparing their response to this RFQ. Tenderers will have no claim against the Commonwealth or any Commonwealth Personnel if they fail to obtain access to the Supporting Data in sufficient time or at all. The Commonwealth may take up to ten Working Days after receipt of a validly executed Supporting Data Confidentiality Deed Poll to make the Supporting Data available to the Tenderer.    4. The Tenderer will not be authorised to disclose the Supporting Data to a third party (including any potential Subcontractor) for the purpose of preparing its response and responding to this RFQ, unless and until the Tenderer has:   submitted a Supporting Data Confidentiality Deed validly executed by the relevant third party to the Contact Officer; and  been notified in writing by the Contact Officer that disclosure is permitted for the purpose of assisting the Tenderer in responding to this RFQ.   * 1. Without limiting the Supporting Data Confidentiality Deed or the Deed, the Tenderer remains responsible for any disclosure to a third party and ensuring compliance with obligations under this RFQ and applicable requirements for handling security classified information.   2. Without limiting a Supplier's obligations under the Deed, Tenderers are to treat the RFQ and any information provided to Tenderers by or on behalf of the Commonwealth in connection with the RFQ process as confidential and not disclose or use that information except as strictly required for the purpose of developing a Quotation in accordance with the RFQ.   3. In accordance with paragraph 7.23 of the CPRs, the Commonwealth will treat Tenderers’ Quotations as confidential before and after the award of any Work Order.   4. Despite clause 9.7 the Commonwealth may disclose information:      + 1. 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;        2. for the purpose of defending any claim or proceeding in relation to the RFQ process or any Work Order;        3. in the public domain otherwise than due to a breach of confidence; or        4. as contemplated under this clause 9.   5. All Quotation documents submitted in response to this RFQ become the property of the Commonwealth and the Commonwealth may use, retain and copy the information contained in those documents for the purposes of:      + 1. evaluation and selection of any Quotation;        2. preparation and negotiation of any work Order with respect to the RFQ; and        3. verifying the currency, consistency and adequacy of information provided under any other RFQ process conducted by the Commonwealth.   6. The Commonwealth may disclose Tenderer documents to a third party for the purposes of assisting the Commonwealth in the conduct of the RFQ process and for the purposes contained in clauses 9.8 and 9.9. The Commonwealth may obtain appropriate confidentiality undertakings from the third party prior to disclosure.   7. Nothing in this clause 9 changes or affects the ownership of IP in the information contained in the Quotation documents.  1. Part Quotations    1. With exception of the three options set out by the Commonwealth in the above table, the Commonwealth will not consider a Quotation for part of the Services.    2. The Commonwealth reserves the right to enter into more than one Work Order (with different Tenderers) for different parts of the Services set out in this RFQ. 2. ALTERNATIVE PROPOSAL    1. The Commonwealth may consider an alternative proposal that does not comply with the requirements of the RFQ. Any alternative proposal is to be submitted by the Tenderer in accordance with the requirements specified in this clause 11.    2. The Commonwealth will not consider an alternative proposal unless the alternative proposal:       * 1. is submitted as part of a Quotation that addresses the requirements of the RFQ;         2. is clearly identified as an alternative proposal;         3. complies with all essential requirements (if any) identified in the RFQ;         4. is fully described by the Tenderer, including:            1. the advantages, disadvantages, limitations and capability of the alternative proposal; and            2. the extent to which the adoption of the alternative proposal would impact upon the Quotation that addresses the requirements of the RFQ, including any financial impact, impact on the provision of the Services, and any other consequences of the alternative proposal; and         5. contains sufficient and verifiable supporting information and data to enable a comparison of the alternative proposal against other quotations.    3. For the avoidance of doubt, alternative proposals are not required to constitute a complete quotation that addresses all of the requirements of the RFQ (ie. an alternative proposal may be proposed for only part of the scope of Services). 3. Substitution of Tenderer    1. If during the period following the submission of the Quotation and prior to execution of any resultant Work Order with the successful Tenderer, there occurs:       * 1. an Insolvency Event in respect of the Tenderer; or         2. any other event that has the effect of substantially altering the composition or control of the Tenderer or the business of the Tenderer,   the Commonwealth may allow, on such terms as the Commonwealth considers appropriate, the substitution of that Tenderer with another legal entity upon receipt of a joint written request from or on behalf of the Tenderer and the other legal entity.   * 1. If no request for substitution is made, or the Commonwealth chooses not to allow the substitution under clause 12.1, the Commonwealth may decide not to consider the Quotation any further or, in considering it, may take into account the impact of the event on the information provided in the Quotation.   2. If the Commonwealth allows the substitution under clause 12.1, the Commonwealth will evaluate the Quotation in its original form prior to the event, except that the impact of the event on the information provided in the Quotation may be taken into account.  1. Evaluation and process    1. Quotations will be evaluated on the basis of best value for money consistent with Commonwealth procurement policies, utilising the tender evaluation criteria specified in the Quotation Details Schedule.    2. The Commonwealth may at any time during the RFQ process:       * 1. obtain additional information (whether that information is obtained through the RFQ process or by any other means, including through contacting referees) relevant to a Supplier’s Quotation;         2. use material tendered in response to one evaluation criterion in the evaluation of other criteria;         3. seek clarification or additional information from, and enter into discussions with, any or all of the Tenderers in relation to their Quotation;         4. shortlist one or more Tenderers;         5. conduct Offer Definition and Improvement Activities (ODIA); or         6. visit a Tenderer's or proposed Subcontractor’s facilities.    3. In assessing Quotations, the Commonwealth may take into account any supporting documentation provided under clause 13.2a.    4. The Commonwealth may select a Tenderer as preferred Tenderer, but such selection:       * 1. does not affect or limit the Commonwealth’s rights or the Tenderer’s obligations under the RFQ; and         2. is not a representation that any Work Order will be entered into between the Commonwealth and that Tenderer;   and the Commonwealth may recommence or commence negotiations under the RFQ with any other Tenderer that has submitted a Quotation whether or not that Tenderer has been selected as preferred Tenderer.   1. EARLY ENGAGEMENT ACTIVITY    1. The Commonwealth intends to conduct Early Engagement Activities with Tenderers by way of an Industry Brief to be held week commencing 25 August 2025. Further details regarding the Industry Brief will be published on AusTender via Addendum.    2. Separately, following submission of responses, the Commonwealth as part of Early Engagement Activities may conduct Offer Definition and Improvement Activities (ODIA) with one or more Tenderers in order to clarify, improve and maximise value for money of Quotations for the Commonwealth.    3. Where the Commonwealth elects to conduct ODIA, the Commonwealth may issue an ODIA process document to Tenderers shortlisted to participate in the ODIA process. The ODIA process documents will provide further details of the ODIA process and specific terms and conditions governing the ODIA process.    4. The Commonwealth may refuse to conduct, or to further conduct, ODIA with a Tenderer if the Tenderer fails to comply with the requirements of an ODIA process document issued to the Supplier under clause 14.3. | |

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| **Comprehensive Work Order**  **Deed of Standing Offer – ICT Provider Arrangement** | | |
| The Commonwealth has a requirement for the Services under this Work Order. The Supplier has offered to provide the Services on the terms set out in this Work Order and the ICTPA Deed. | | |
| **GENERAL** | | |
|  | **Work Order number and title** | Number*: <insert>*  Title:Logistics C4I Capability Services |
|  | **Work Order Effective Date**  *clause 1.14(b) COD* | The Work Order Effective Date is *<insert date>* (indicative date). |
|  | **Work Order End Date**  *clause 1.14(b) and 1.14(c) COD* | The Work Order End Date is when the Supplier has completed and the Commonwealth has either Accepted or Approved (as applicable) all Services (including any Milestones) under the Work Order.  **Extensions**  The maximum period of extension is one (1) x two (2) years*,* which may be exercised at the sole discretion of the Commonwealth. |
|  | **Commonwealth Contract Manager**  *clause 2.3 and 2.7 COD* | |  | | --- | | ***Note to Tenderers:*** *This will be advised prior to Work Order execution.* |   Name: *<insert name and title>*  Address: *<insert>*  Email: *<insert>*  Telephone: *<insert>* |
|  | **Supplier** | |  | | --- | | ***Note to Tenderers:*** *This item will be populated after the Commonwealth has selected a preferred Tenderer.* |   *<insert Supplier name ACN/ABN>* |
|  | **Supplier Contract Manager**  *clauses 2.4 and 2.7 COD* | |  | | --- | | ***Note to Tenderers:*** *This item will be populated after the Commonwealth has selected a preferred Tenderer.* |   Name: *<insert name and title>*  Address: *<insert>*  Email: *<insert>*  Telephone: *<insert>* |
| **SERVICES** | | |
|  | **Services to be Provided**  *clause 3.1 COD* | The Services, including the relevant location of where the Services are to be performed, are set out in the attached Statement of Work (SOW).   |  | | --- | | ***Note to Tenderers:*** *The Commonwealth reserves the right to enter into separate Work Orders with more than one Tenderer with respect to fulfilling the requirements and Services under this RFQ.* | |
|  | **Modules**  *clause 1.10 COD and Attachment A (Services Description and Additional Module Terms)* | The Supplier must provide the Services which are comprised of the following Module(s):   * ICT Personnel Resources * Application Services * Systems Integration Services |
|  | **Ancillary Services**  *clause 1.10 COD and Attachment A (Services Description and Additional Module Terms)* | The following Services are to be provided by the Supplier, as ancillary Services to the Modules in item 8 above:  Hardware  Cloud Services  Managed Services   * Software * Sustainment Services |
|  | **Work Order Objectives**  *clause 1.3(b) COD* | As set out in the Statement of Work and its Annexures. |
|  | **Fitness for Purpose**  *clause 3.5 COD* | The Services must be fit for the purposes set out in the Statement of Work and its Annexures. |
|  | **Specific Authorisations**  *clause 3.6 COD* | Not applicable |
| **PRICE AND PAYMENT** | | |
|  | **Base Date**  *Attachment G (Glossary)* | The Base Date is as specified in the Deed Details Schedule. |
|  | **Work Order Price and payment arrangements** | * + 1. The Work Order Price and payment arrangements are set out in Annexure A.1 (Pricing Terms) and Annexure A.3 (Pricing Tables V1.0) to the Statement of Work. |
|  | **Electronic Invoicing - Pan-European Public Procurement On-Line (PEPPOL) framework**  *clauses 6.6(g), 7.2(i), 7.6(d), 7.6(e), 7.7(d) COD (Special Terms and Conditions)* | |  | | --- | | ***Note to Tenderers:*** *Subject to reviewing Quotations, this item will be either retained or updated to “Not applicable” by the Commonwealth as part of finalising the Work Order.* |   The Pan-European Public Procurement On-Line (PEPPOL) framework applies to claims for payment under this Work Order. |
| **PERSONNEL** | | |
|  | **Key Persons**  *clause 3.13 COD* | |  | | --- | | ***Note to Tenderers:*** *This item may be updated after the Commonwealth has selected a preferred Tenderer.* |   The Supplier will provide Key Persons for the following Key Positions:   |  |  |  |  |  | | --- | --- | --- | --- | --- | | **Key Person** | **Key Position** | **Supplier/ Subcontractor** | **Work to be Performed** | **SFIA skill sets / levels** | | *<insert name>* | *<insert position / role title>* | *Specify whether the Key Person is from the Supplier or a Subcontractor* | *<insert proposed role in performing the Supplier’s obligations>* | *<insert SFIA skill sets and levels>* | |
|  | **Delegation under PGPA Act**  *clause 2.11 COD* | Not applicable |
|  | **Australian Skills Guarantee Procurement Connected Policy**  **(ASG PCP)**  *clause 12.3 COD (Special Terms and Conditions)* | |  | | --- | | ***Note to Tenderers:*** *This item will be populated after the Commonwealth has selected a preferred Tenderer.* |   The Australian Skills Guarantee Procurement Connected Policy (**ASG PCP**) applies to this Work Order.  The Australian Skills Guarantee Targets under this Work Order are:  a. Apprentice and ICT Cadet Target for Women = *<insert>*%  b. Overarching Apprentice and ICT Cadet Target = *<insert>*% |
| **SUBCONTRACTING** | | |
|  | **Approved Subcontractors and Subcontractors**  *clause 11.11 COD* | |  | | --- | | ***Note to Tenderers:*** *This item will be populated after the Commonwealth has selected a preferred Tenderer.* |   The Supplier is permitted to subcontract Services under the Work Order to the Approved Subcontractors and Subcontractors set out below:   | **Approved Subcontractor/ Subcontractor** | **Description of Work** | **Subcontract Value**  (incl. GST) | **Approved Subcontractor Deed required** | **AIC Subcontractor** | | --- | --- | --- | --- | --- | | **Australian and New Zealand Subcontractors** | | | | | | *<if applicable, insert name and ABN and specify if an Approved Subcontractor>* | *<insert description>* | $*<insert>* | *<yes / no>* | *<yes / no>* | | **Overseas Subcontractors** | | | | | | *<if applicable, insert name and ABN and specify if an Approved Subcontractor>* | *<insert description>* | $*<insert>* | *<yes / no>* | *<yes / no>* |   **Approved Subcontractor Threshold:** <*insert $ amount>* ***OR*** *<insert % of the Work Order Price*> |
|  | **Payment Times Procurement Connected Policy**  **(PT PCP)**  *clause 11.11A COD (Special Terms and Conditions)* | |  | | --- | | ***Note to Tenderers:*** *Subject to reviewing Quotations, this item will be either retained or updated to “Not used” by the Commonwealth as part of finalising the Work Order.* |   The Payment Times Procurement Connected Policy (PT PCP) applies to this Work Order. |
| **INTELLECTUAL PROPERTY** | | |
|  | **IP Schedule** | In accordance with clause 5.10(a) of the Conditions of Deed, the Supplier must prepare and provide the Commonwealth an IP Schedule (per Schedule C of this draft Work Order). |
|  | **Ownership of Foreground IP**  *clause 5.1 COD* | Ownership of all Foreground IP embodied in the Deliverables vests on its creation in the Commonwealth. |
|  | **Licensing of Commonwealth Material**  *clause 5.5 COD* | Default position applies. |
|  | **Software Licence**  *clause 5.2(b)(ii) COD*  *clause****Error! Reference source not found.*** *Attachment A (Services Description and Additional Module Terms)* | Default position applies. |
|  | **Source Material**  *clauses 5.2(b)(i)(B) and 5.12 COD* | Not applicable. |
| **PERFORMANCE MANAGEMENT** | | |
|  | **Performance Measures**  *clause 6.1 COD* | The Performance Measures and At Risk Amount(s) (if any) are set out in Annexure B.1 (Performance Framework) and Annexure B.2 (Performance Measures) to the Statement of Work. |
| **DEFECT NOTIFICATION PERIOD** | | |
|  | **Defect Notification Period**  *clause 8.2 COD* | From when the Services are Accepted or Approved for a period of 6 months after Acceptance or Approval of the Services. |
| **COMMONWEALTH DATA PROTECTION, SECURITY AND CONFIDENTIAL INFORMATION** | | |
|  | **Designated Confidential Information**  *clause 11.6(a) COD* | The following information is designated Confidential Information for the purposes of this Work Order:   |  |  |  |  | | --- | --- | --- | --- | | **Item** | **Reason for Confidentiality** | **Party for whom the Information is Confidential** | **Period of Confidentiality** | | *<insert confidential information>* | *<insert reason>* | *<insert party>* | *<insert period>* | |
|  | **Commonwealth Security**  *clause 11.12 COD* | The following Commonwealth security requirements apply:   |  |  | | --- | --- | | **Security Classification of Services** | Up to and including Secret. | | **DISP membership required for Supplier** | Governance*:* Level 3  Physical security*:* Entry Level  Personnel security*:* Level 3  Cyber / information security*:* Entry Level | | **DISP membership required for Subcontractors** | Governance*:* Level 3  Physical security*:* Entry Level  Personnel security*:* Level 3  Cyber / information security*:* Entry Level | | **Supplier Personnel additional levels of security clearance** | All roles must hold a minimum Negative Vetting 1.  Please note there are higher requirements for those who require privileged accounts. | | **Facility and ICT accreditation** | Services must be delivered at Commonwealth Premises as per listing in the Statement of Work and its Annexures. | | **Additional security requirements** |  | |
|  | **Remote access to the Commonwealth's development, test and/or production environments**  *clause 11.13(b) COD* | Default position applies. |
|  | **Removal of Commonwealth Data**  *clause 11.15 COD* | Default position applies. |
| **LIABILITY AND INSURANCE** | | |
|  | **Required Insurance Policies**  *clause 9.1(a) COD* | The Supplier is required to effect and maintain, or otherwise have the benefit of, the Required Insurance Policies specified below:   |  | | --- | | ***Note to Tenderers:*** *Subject to reviewing Quotations, insurance requirements may be updated by the Commonwealth as part of finalising the Work Order.* |  |  |  |  | | --- | --- | --- | | **Type of policy** | **Amount of coverage ($AUD)** | **Per claim or per occurrence** | | **Workers Compensation Insurance** | As per COD | As per COD | | **Public Liability Insurance** | As per COD | As per COD | | **Products Liability Insurance** | As per COD | As per COD | | **Professional Indemnity Insurance** | As per COD | As per COD | | **Cyber Loss and Liability Insurance** | *$1M* | Per claim and in the aggregate for all claims within any 12 month policy period | | ***<insert additional policy, if required>*** | *<insert coverage>* | *<insert>* | |
|  | **Liquidated Damages**  *clause 10.7 COD* | |  | | --- | | ***Note to Tenderers:*** *The Commonwealth is currently undertaking a Risk Assessment and intends to provide Tenderers with its LD Amount upon completion of the Risk Assessment, per the table below.* |   For each Critical Milestone listed below, the LD Amount applicable to that Critical Milestone is the amount set out in the corresponding column for that item:   |  |  |  |  | | --- | --- | --- | --- | | **Item** | **Critical Milestone** | **LD Amount** | **Indexation of LD Amount** | |  | Capability Release 1 | TBD | Yes | |  | Capability Release 3 | TBD | Yes | |
|  | **Liability Cap**  *clause 10.9 COD* | |  | | --- | | ***Note to Tenderers:*** *Subject to reviewing Quotations, this section may be updated by the Commonwealth as part of finalising the Work Order.* |   The liability cap under clause 10.9 of the COD will apply.  **OR**  Liability cap: *<insert amount or method of calculation>* |
|  | **Financial Security**  *Clause 7.3 COD* | |  | | --- | | ***Note to Tenderers:*** *The Commonwealth may request this in place of a Deed of Guarantee and Indemnity if one is required and there is not an appropriate entity to provide such a guarantee.* | |
|  | **Deed of Guarantee and Indemnity**  *Clause 7.4 COD* | Deed of Guarantee and Indemnity required on Work Order Effective Date?  Yes /  No  If yes:  (a) Guarantor: *<insert name>;* **OR**  (b) The parties agree that the Supplier’s Master Deed of Guarantee and Indemnity will be amended to cover this Work Order ☐ |
| **SPECIAL TERMS AND CONDITIONS** *(clause 1.14(d) COD)* | | |
| The Special Terms and Conditions are:  **SC1 – Commonwealth Policies**  **SC1.1 - Insert new clause 11.11A in the COD as follows:**  “**11.11A Payment Times Procurement Connected Policy**   1. This clause 11.11A applies if a Work Order specifies that the Payment Times Procurement Connected Policy (**PT PCP**) applies. 2. The Supplier must comply with the PT PCP, including the obligation to provide and comply with a PT PCP Remediation Plan (as defined in the PT PCP) when required to do so by the PT PCP Policy Team. 3. If the Supplier enters into a PT PCP Subcontract, the Supplier must include in that subcontract:    * 1. a requirement for the Supplier to pay the PT PCP Subcontractor:         1. within 20 days after the acknowledgement of the satisfactory delivery of the goods or services and receipt of a Correctly Rendered Invoice, provided that this does not affect any other obligation to comply with applicable legislation that provides for a shorter payment period; and         2. subject to clause 11.11A(e), for payments made by the Supplier after the payment is due, the unpaid amount plus interest on the unpaid amount calculated in accordance with the formula for late payments at clause 7.7(c);      2. a statement that the PT PCP applies to that subcontract;      3. a statement that the subcontractor may make a complaint to the PT PCP Policy Team in accordance with the PT PCP if there has been non-compliance with the requirements of this clause 11.11A(c);      4. a statement that the Supplier must respond to any complaint of non-compliance made by the subcontractor under clause 11.11A(c)(iii); and      5. a statement that, if requested by the PT PCP Policy Team, the Supplier must complete a questionnaire in the form of Appendix C to the PT PCP. 4. If the Supplier enters into a Reporting Entity Subcontract, the Supplier must use reasonable endeavours to include in that subcontract:    * 1. obligations equivalent to those in clause 11.11A(c); and      2. a requirement that if the Reporting Entity Subcontractor in turn enters into a Reporting Entity Subcontract, then that subcontract must include:         1. obligations equivalent to those in clause 11.11A(c); and         2. obligations equivalent to this clause 11.11A(d)(ii) (such that the obligations in this clause 11.11A(d)(ii) are to continue to be flowed down the supply chain to all Reporting Entity Subcontractors). 5. The Supplier is not required to pay interest in accordance with clause 11.11A(c)(i)(B) if either:    * 1. the Commonwealth has failed to pay the Supplier in accordance with the timeframes and requirements under this Deed; or      2. the amount of the interest that would otherwise be payable is less than $100 (inc GST). 6. The Supplier agrees that if it is the subject of a complaint in relation to its compliance with clauses 11.11A(a) to 11.11A(e), or the associated payment provisions of a PT PCP Subcontract, the Supplier must:    * 1. not take any prejudicial action against the complainant due to the complaint or any investigation or inquiry in relation to the complaint; and      2. cooperate in good faith with the PT PCP Policy Team in connection with any investigation or inquiry and any attempt to resolve the complaint.”   **SC1.2 - Insert new clause 6.6(g) in the COD as follows:**  “(g) When a claim for Postponement costs is Approved under clause 6.6(c)(i), the Supplier must submit to the Commonwealth a Payment Claim for the amount of Postponement costs that has been Approved by the Commonwealth. The Commonwealth must pay the Payment Claim of Postponement costs within the period specified in clause 7.2(i) of the COD.”  **SC1.3 - Replace clause 7.2(i) of the COD with the following:**  “(i) The Commonwealth must pay the Supplier the amount Approved for a Payment Claim within:  (i) 20 days; or  (ii) where a Work Order specifies that the PEPPOL framework applies, and the Payment Claim is lodged electronically through the PEPPOL framework, 5 days after Approval of the Payment Claim.”  **SC1.4 – Clause 7.6(d) of the COD is amended as follows:**  “*30 days”* is replaced with “*the period set out in clause 7.2(i)*”.  **SC1.5 – Clause 7.6(e) of the COD is amended as follows:**  “*30 days”* is replaced with “*the period set out in clause 7.2(i)*”.  **SC1.6 – Replace clause 7.7(d) of the COD with the following:**  “(d) If the interest payment is not offset or paid as part of the subject claim, the Commonwealth will adjust the next Approved payment under the Work Order. If there are no further payments, the relevant party must pay the interest payment within:  (i) 20 days after being provided with a notice; or  (ii) where a Work Order specifies that the PEPPOL framework applies, and the Payment Claim is lodged electronically through the PEPPOL framework, 5 days after being provided with notice.”  **SC1.7: Insert the following defined terms in alphabetical order in the Glossary (Attachment G):**   |  |  | | --- | --- | | **Correctly Rendered Invoice** | for the purposes of clause 11.11A(c) of the Deed, means an invoice which is:  rendered in accordance with all of the requirements of the relevant PT PCP Subcontract; and  for amounts that are correctly calculated and due for payment and payable under the terms of the relevant PT PCP Subcontract. | | **PEPPOL** | means the Pan-European Public Procurement On-Line framework. | | **PT PCP** | means the Commonwealth’s Payment Times Procurement Connected Policy. | | **PT PCP Policy Team** | means the relevant Minister, department or authority that administers or otherwise deals with the PT PCP on the relevant day. | | **PT PCP Subcontract** | means a Subcontract between a Reporting Entity and another party (**Other Party**) where:   1. the Subcontract is (wholly or in part) for the provision of goods or services for the purposes of the Work Order; 2. both parties are carrying on business in Australia; and 3. the component of the Subcontract for the provision of goods or services for the purposes of the Work Order has a total value of less than (or is reasonably estimated will not exceed) $1,000,000 (inc GST) during the period of the Subcontract, not including any options, extensions, renewals or other mechanisms that may be executed over the life of the Subcontract;   but does not include the following Subcontracts:   1. Subcontracts entered into prior to the Reporting Entities’ Quotation for the Work Order; 2. Subcontracts which contain standard terms and conditions put forward by the Other Party and which cannot reasonably be negotiated by the Reporting Entity; or 3. Subcontracts for the purposes of:   (i) procuring and consuming goods or services overseas; or  (ii) procuring real property, including leases and licences. | | **PT PCP Subcontractor** | means the party that is entitled to receive payment for the provision of goods or services under a PT PCP Subcontract. | | **PTR Act** | means the *Payment Times Reporting Act 2020* (Cth), as amended from time to time, and includes a reference to any subordinate legislation made under the Act. | | **Reporting Entity** | has the meaning given to this term in the PTR Act. | | **Reporting Entity Subcontractor** | means any person that:  is a Reporting Entity; and  provides goods or services directly or indirectly to the Supplier for the purposes of the Work Order where the value of such goods or services are estimated to exceed $4,000,000 (inc GST).  ‘Reporting Entity Subcontract’ has a corresponding meaning. |   **SC2: *National Anti-Corruption Commission Act 2022* (Cth) Requirements**  **SC 2.1** The Supplier acknowledges that in providing the Services to the Commonwealth under the Deed and any Work Order, it is a contracted service provider for the purposes of the *National Anti‑Corruption Commission Act 2022* (Cth) (**NACC Act**).  **SC 2.2** The Supplier must comply with any reasonable request, policy or direction issued by the Commonwealth and otherwise cooperate with the Commonwealth in relation to any action taken by the Commonwealth required or authorised by the NACC Act.  **SC3: Notification of Significant Event requirements**  **SC 3.1** Insert new clause 11.18 in the COD as follows:  **“11.18 Notification of Significant Events**   * + 1. For the purpose of this clause 11.18:        1. ‘Significant Event’ means:           1. in respect of a Work Order that involves ICT Personnel Resources:   any adverse findings made by a court, commission, tribunal or other statutory or professional body regarding the conduct or performance of the Supplier or any Supplier Personnel, that impacts or could be reasonably perceived to impact on their professional capacity, capability, fitness or reputation; or  any other significant matters, including the commencement of legal, regulatory or disciplinary action involving the Supplier or any Supplier Personnel, that may adversely impact on compliance with Commonwealth policy and legislation, or the Commonwealth’s reputation; or   * + - * 1. in respect of a Work Order that does not involve ICT Personnel Resources:   any adverse findings made by a court, commission, tribunal or other statutory or professional body regarding the conduct or performance of the Supplier or a Significant Subcontractor (or any officers, employees or agents of any of them) that impacts or could be reasonably perceived to impact on their professional capacity, capability, fitness or reputation; or  any other significant matters, including the commencement of legal, regulatory or disciplinary action involving the Supplier or a Significant Subcontractor (or any officers, employees or agents of any of them) that may adversely impact on compliance with Commonwealth policy and legislation or the Commonwealth’s reputation; and   * + - 1. ‘Significant Subcontractor’ means:          1. an Approved Subcontractor; or          2. any other Subcontractor or Related Body Corporate of the Supplier involved in the design, development or delivery of critical systems or services for the Work Order.     1. The Supplier must issue a notice to the Commonwealth Deed Representative as soon as reasonably practicable after becoming aware of a Significant Event.     2. The notice issued under clause 11.18(b) must provide, to the extent the information is known by or reasonably available to the Supplier at the time of giving the notice:        1. a summary of the Significant Event, including the date or dates on which it occurred, and the date on which the Supplier became aware of it; and        2. whether any Supplier Personnel were involved.     3. Where reasonably requested by the Commonwealth, the Supplier must, within 3 Working Days of the request (or longer period agreed in writing by the Commonwealth), provide the Commonwealth with any additional information regarding a Significant Event, to the extent that information is known by or reasonably available to the Supplier.     4. If requested by the Commonwealth, the Supplier must prepare a draft Significant Event plan and submit that draft plan to the Commonwealth Deed Representative within 10 Working Days of the request (or longer period agreed in writing by the Commonwealth).     5. A draft Significant Event plan prepared by the Supplier under clause 11.18(e) must include the following information:        1. how the Supplier will address the Significant Event in the context of any Services it is performing under the Deed or any Work Order to minimise the impact of the Significant Event on the delivery of the Services or compliance by the Supplier with its obligations under the Deed or any Work Order;        2. how the Supplier will seek to ensure that any events of a similar nature to the Significant Event do not occur again; and        3. any other information reasonably requested by the Commonwealth.     6. The Commonwealth will review the draft Significant Event plan and either Approve it, or provide the Supplier with the details of any changes that are required. The Supplier must make any changes reasonably requested by the Commonwealth and resubmit the draft plan to the Commonwealth within 5 Working Days of the Commonwealth’s request (or longer period agreed in writing by the Commonwealth). This clause 11.18(g) will apply to any resubmitted draft Significant Event plan.     7. Without limiting its other obligations under the Deed or any Work Order, the Supplier must:        1. comply with each Significant Event plan as Approved by the Commonwealth; and        2. provide such reports and other information about the Supplier’s progress in implementing a Significant Event plan as may be reasonably requested by the Commonwealth.     8. A failure by the Supplier to comply with its obligations under this clause 11.18 will be a breach of a Material Obligation and the Commonwealth may terminate under clause 13.2(a)(i) of the Deed.     9. The Commonwealth’s rights under this clause 11.18 are in addition to and do not otherwise limit any other rights the Commonwealth may have under the Deed, any Work Order, or at Law. The performance by the Supplier of its obligations under this clause 11.18 will be at no additional cost to the Commonwealth.     10. The Commonwealth may, in addition to any of its other rights or remedies under the Deed or any Work Order, take into account the occurrence of a Significant Event at any time, including when:         1. deciding whether to issue any RFQ to the Supplier;         2. conducting any tender process for the provision of Services, including any Early Engagement Activities described in Attachment C of the Deed;         3. evaluating any Quotation submitted by the Supplier in response to an RFQ;         4. deciding whether to enter into a Work Order with the Supplier;         5. deciding whether to consent to the Subcontracting of any Services, or whether to consent to an Approved Subcontractor;         6. conducting Performance Reviews, providing a direction to remove a Key Person, or exercising any rights of the Commonwealth in relation to access, audit, or the treatment of documentation under or in connection with the Deed or any Work Order;         7. deciding whether to exercise any rights in relation to extending the term of the Deed or any Work Order;         8. deciding whether to exercise any rights in relation to termination or a reduction of the scope of Services under or in connection with the Deed or any Work Order; and         9. undertaking any Panel review or refresh under or in connection with the Deed.     11. Nothing in this clause 11.18 requires the Supplier to act in any manner or disclose any information which would:         1. breach an obligation of confidentiality that existed prior to the date the Significant Event occurred, that is owed to an unrelated third party;         2. cause the Supplier to breach any law or regulation or contractual obligation regarding privacy or security (in Australia or outside of Australia);         3. have the effect of waiving legal professional privilege (or any equivalent privilege in Australia or outside of Australia) in relation to the information; or         4. breach the rules of a stock exchange or any similar body on which the Supplier, or any Related Body Corporate of the Supplier, is listed, which require the information to be first disclosed to the stock exchange or body. In this case, the Supplier shall disclose the information promptly after disclosure is made to the stock exchange or body.     12. Notwithstanding any restriction which may apply in respect to specific information, such as described in clause 11.18(l), the Supplier shall use reasonable endeavours to make any disclosures and take reasonable steps to ensure that the overarching intent of this clause 11.18 is achieved.     13. The Commonwealth may suspend payment in accordance with clause 7.6 of the Deed if:         1. the Supplier does not submit a Significant Event plan by the date determined under clause 11.18(e), in which case the maximum period of suspension is from that date until the date that the Significant Event plan is Approved; or         2. the Commonwealth considers that the Supplier has not complied with the requirements of an Approved Significant Event plan, in which case the maximum period of suspension is from 5 Working Days after the date that the Commonwealth notifies the Supplier of the non-compliance until the date that the Commonwealth is satisfied that the Supplier is complying with the requirements of the Approved Significant Event plan."   **SC 3.2** Replace clause 3.19(l) of the COD with the following:  “(l) This clause 3.19 does not apply to a Remediation Plan, AIC Remediation Plan, AIC Plan, Indigenous Participation Plan or Significant Event plan under clause 11.18.”  **SC4: Commonwealth Supplier Code of Conduct**  **SC 4.1** Insert new clause 11.19 in the COD as follows:  “**11.19 Compliance with the Commonwealth Supplier Code of Conduct**  (a) For the purposes of this clause 11.19, ‘Commonwealth Supplier Code of Conduct’ or ‘Code’ means the Commonwealth Supplier Code of Conduct, as published on 1 July 2024, as updated from time to time.  (b) The Supplier must comply with, and must ensure that Supplier Personnel comply with, the Code in connection with the performance of this Deed and any Work Order.  (c) The Supplier must:  (i) periodically monitor and assess its, and Supplier Personnel’s, compliance with the Code; and  (ii) on request from the Commonwealth, promptly provide information regarding:  (A) the policies, frameworks, or systems it has established to monitor and assess compliance with the Code; and  (B) the Supplier’s compliance with clause 11.19(b).  (d) The Supplier must, as soon as practicable, issue the Commonwealth Deed Representative a notice on becoming aware of any breach of clause 11.19(b). The notice must include a summary of the breach, the date that the breach occurred, and details of the Supplier Personnel involved. The Commonwealth may request further information from the Supplier, and the Supplier must furnish the requested information within the timeframe set out in the request (otherwise within 3 Working Days of receiving the request).  (e) Where the Commonwealth identifies a possible breach of clause 11.19(b), it may issue the Supplier a notice, and the Supplier must, within 3 Working Days of receiving the notice, either:  (i) where the Supplier considers a breach has not occurred, advise the Commonwealth that there has not been a breach and provide information supporting that determination; or  (ii) where the Supplier considers that a breach has occurred, issue a notice under clause 11.19(d) and otherwise comply with its obligations under this clause 11.19.  (f) Notwithstanding clause 11.19(e), the Commonwealth may notify the Supplier in writing that it considers that the Supplier has breached clause 11.19(b), in which case the Supplier must issue a notice under clause 11.19(d) and otherwise comply with its obligations under this clause 11.19.  (g) A failure by the Supplier to comply with any of its obligations under this clause 11.19 will be a breach of a Material Obligation and the Commonwealth may terminate under clause 13.2(a)(i) of the COD.  (h) Nothing in this clause 11.19 or the Code limits, reduces, or derogates from the Supplier’s other obligations under this Deed or any Work Order. The Commonwealth’s rights under this clause 11.19 are in addition to, and do not otherwise limit, any other rights the Commonwealth may have under this Deed or any Work Order. The performance by the Supplier of its obligations under this clause 11.19 will be at no additional cost to the Commonwealth.  (i) The Supplier agrees that the Commonwealth, or any other Commonwealth Agency, may take into account the Supplier’s compliance with the Code in any future approach to market or procurement process.”  **SC5: Australian Skills Guarantee Procurement Connected Policy**  **SC 5.1** Insert the following new subclauses 12.3(n) to 12.3(z) immediately after clause 12.3(m) of the COD:  “***Australian Skills Guarantee Procurement Connected Policy***  (n) Clauses 12.3(n) to 12.3(z) of the COD apply if a Work Order specifies that the Australian Skills Guarantee Procurement Connected Policy (**ASG PCP**) applies.  (o) The Supplier must meet the Australian Skills Guarantee Targets in its performance of the Services under any applicable Work Order, as calculated in accordance with the ASG PCP.  (p) Clause 12.3(o) does not limit, and must not be construed as limiting, the Supplier’s responsibility to provide the Services in accordance with, and otherwise comply with, the requirements of this Deed and any applicable Work Order.  (q) The Supplier must submit a Skills Guarantee Report in accordance with the reporting requirements of the ASG PCP.  (r) Without limiting clause 12.3(q), a Skills Guarantee Report:  (i) must be submitted within 10 Working Days after the end of every quarter during the applicable Work Order Term, reporting on performance against the Australian Skills Guarantee Targets during the preceding quarter;  (ii) must be submitted within 10 Working Days after the end of every financial year during the applicable Work Order Term, reporting on performance against the Australian Skills Guarantee Targets during the preceding financial year;  (iii) must be submitted within 10 Working Days after the end of the applicable Work Order Term, reporting on performance against the Australian Skills Guarantee Targets during the applicable Work Order Term; and  (iv) must be submitted using the Skills Guarantee Reporting Worksheet, or such other form Approved by the applicable Commonwealth Contract Manager.  (s) If the Supplier did not meet one or more of the Australian Skills Guarantee Targets during the relevant reporting period, the Supplier must include details of the non-compliance in the relevant Skills Guarantee Report.  (t) The Supplier consents to the Commonwealth using and providing a copy of Skills Guarantee Information to the Department of Employment and Workplace Relations, for the purposes of:  (i) meeting the objectives and requirements of the ASG PCP;  (ii) evaluation and monitoring;  (iii) policy research and development; and  (iv) administration of the Australian Skills Guarantee.  (u) The Supplier acknowledges that Skills Guarantee Information may also be used and disclosed as may be otherwise authorised or required by law.  (v) By submitting Skills Guarantee Information to the Commonwealth, which may include Personal Information, the Supplier warrants and represents that:  (i) it has made its Apprentices aware that their Personal Information will be collected by the Supplier, and disclosed to the Commonwealth and the Department of Employment and Workplace Relations, for use in the manner contemplated in this clause 12.3 and as set out in more detail at <https://www.dewr.gov.au/australian-skills-guarantee/resources/australian-skills-guarantee-privacy-notice>, as updated from time to time; and  (ii) it has obtained all necessary consents from its Apprentices and ICT Cadets in accordance with relevant privacy laws to the collection, use and disclosure of their Personal Information in the manner contemplated by this clause 12.3. The Supplier will provide evidence of such consents to the Commonwealth on request.  (w) The Supplier agrees that high level aggregated data on the Supplier’s performance against the Australian Skills Guarantee Targets may be recorded in a central repository that is able to be accessed by Commonwealth entities for the purposes of evaluation of an offer by the Supplier to provide goods and/or services to a Commonwealth entity.  (x) If the Commonwealth considers, in its absolute discretion at any time during the applicable Work Order Term, that it has concerns in relation to the Supplier’s ability to meet the Australian Skills Guarantee Targets, the Commonwealth may direct the Supplier to provide additional information and implement strategies to ensure it meets the Australian Skills Guarantee Targets.  (y) The Supplier must comply with all reasonable directions issued by the Commonwealth under clause 12.3(x).  (z) Without limiting its other rights under this Deed, the applicable Work Order or at law, a failure by the Supplier to:  (i) comply with the Australian Skills Guarantee Targets; or  (ii) comply with its obligations under clause 12.3(y),  will be a breach of the applicable Work Order, and the Commonwealth may terminate the applicable Work Order in accordance with clause 13.2.”  **SC 5.2** – Insert the following defined terms in alphabetical order in the Glossary (Attachment G to COD):   |  |  | | --- | --- | | **Apprentice** | means a person who is:  a. employed under a Training Contract that has been registered with, and validated by, the relevant State/Territory training authority;  b. undertaking paid work and structured training which commonly comprises both on and off the job training;  c. undertaking a negotiated training program that involves obtaining a nationally recognised qualification; and  d. either directly employed by the Supplier or a Subcontractor, or indirectly employed through a Group Training Organisation to work on the Services. | | **Apprentice and ICT Cadet Target for Women** | means the percentage, as specified in the applicable Work Order, of all Labour Hours that must be undertaken by Apprentices who are Women and/or ICT Cadets who are Women during the relevant Work Order period. | | **Australian Skills Guarantee Procurement Connected Policy or ASG PCP** | means the policy available on the Australian Skills Guarantee website available at: <https://www.dewr.gov.au/australian-skills-guarantee>, as updated from time to time, or as may otherwise be notified to the Supplier by the Commonwealth. | | **Australian Skills Guarantee Targets** | means the:  a. Overarching Apprentice and ICT Cadet Target; and  b. Apprentice and ICT Cadet Target for Women. | | **Group Training Organisation** | means an organisation that employs Apprentices under a Training Contract and places them with Host Employers. | | **Host Employer** | means an employer who hires an Apprentice through a Group Training Organisation. | | **ICT Cadet** | means a person who is:  a. working on the Services;  b. employed in an entry-level role; and  c. undertaking academic study through either the VET or higher education system towards a qualification under the Australian Qualification Framework,  where the employer has formally committed to providing the Worker with on-the-job training and support to complete the specific course of academic study. | | **Labour Hours** | means the number of hours a Worker worked on the Services. This may include:  a. hours worked on-site;  b. hours worked off-site that deliver inputs to the Services; or  c. formal off-site training and education,  provided that, in circumstances where off-site hours are to be split between multiple projects, the sum of the reported hours must not be greater than the total hours the person worked off-site. | | **Overarching Apprentice and ICT Cadet Target** | means the percentage, as specified in the applicable Work Order, of all Labour Hours spent on the Services that must be undertaken by Apprentices and/or ICT Cadets during the relevant Work Order period. | | **Skills Guarantee Information** | means Skills Guarantee Reports, or other documents or information, provided by the Supplier in connection with its ASG PCP obligations under clauses 12.3(n) to 12.3(z) of the COD. | | **Skills Guarantee Report** | means a report submitted by the Supplier to the Commonwealth on its performance against the Australian Skills Guarantee Targets. | | **Skills Guarantee Reporting Worksheet** | means the form specified as the ‘Skills Guarantee Reporting Worksheet’ in the applicable Work Order. | | **Training Contract** | means a legally binding agreement between an employer and Apprentice administered under State/Territory legislation. | | **Woman** | means an individual who, regardless of their sex assigned at birth, identifies as a woman irrespective of age. | | **Worker** | means a person who is paid to work for an organisation for more than one hour in a week. |   **SC 6: Survey & Quote Orders**  **6.1** In this Special Term and Condition:   * + 1. **S&Q Order** means an order issued by the Commonwealth in respect of an S&Q Service and an S&Q Quote substantially in the form of Part 3 of Annex A to Schedule B of this Work Order.     2. **S&Q Quote** has the meaning given in clause 6.3.     3. **S&Q Service** means the Services identified as S&Q Order Services in an S&Q Order and other such services requested by the Commonwealth in accordance with SC6 that are directly related to the Services to be provided under this Work Order.   **S&Q Process**  **6.2** The Commonwealth Contract Manager may request the Supplier to provide a quote for the provision of an S&Q Service described in the request. The request will be substantially in the form of Part 1 of Annex A to Schedule B to this Work Order.  **6.3** The Supplier must, before the due date specified by the Commonwealth in the request, conduct a survey of the S&Q Service and submit a quote for the S&Q Service ('**S&Q Quote**") substantially in the form of Part 2 of Annex A to Schedule B to this Work Order. The S&Q Quote must include:   * + 1. a price for the provision of the requested S&Q Service:        1. prepared on the price basis specified by the Commonwealth in the request; and        2. calculated in accordance with clause 6.10.     2. where applicable or requested by the Commonwealth, a draft of each of the following plans and other items to reflect the specific S&Q Services requested:        1. *[a work plan that is commensurate with the level of work required;*        2. *a schedule to perform the S&Q Services, which sets out:*           1. *the major Milestones and projected Milestone Dates;*           2. *tasks of no longer than two weeks; and*           3. *the Supplier Personnel, including Subcontractors, proposed to be involved in the tasks.*        3. *the number of Supplier Personnel (by SFIA skillset and level) required;*        4. *an itemised list of any material requirements, including costs;*        5. *any major data requirements;*        6. *a breakdown of any Subcontractor costs; and*        7. *any other applicable costs, including costs for licensing any additional Supplier Intellectual Property or Subcontractor IP.]*   **6.4** An S&Q Quote takes effect when an S&Q Order in the form of Part 3 of Annex A to Schedule B to this Work Order is executed by the Commonwealth in respect to the S&Q Service. The Commonwealth may at any time before executing an S&Q Order, cancel a request by notice to the Supplier. On receipt of such a notice, the Supplier must cease its activities in relation to the request.  **6.5** If the Commonwealth executes an S&Q Order in respect of an S&Q Service, the Supplier must:   * + 1. complete the S&Q Service within the periods specified in the S&Q Order; and     2. provide the S&Q Service in accordance with the Work Order and the S&Q Order, except the Work Order Terms do not apply to the extent that the S&Q Order states that, a provision of the SOW (or another attachment) does not apply to, or is amended for the purposes of providing, the S&Q Service.   **6.6** The S&Q Order must not amend the terms listed in clauses 1.14(a)(ii)-(iv) of the COD (including the COD, Glossary or Additional Module Terms as applicable to this Work Order) or any other terms set out in the body of this Work Order. Those terms apply to the extent of any inconsistency with an S&Q Order.  **6.7** For clarity, references to the Work Order, include the S&Q Order.  **6.8** If the Supplier determines that the outcome of the S&Q Service may require a change to the Work Order, the Supplier must promptly raise the issue with the Commonwealth Contract Manager and seek a direction as to whether the Supplier is to submit a WOCP in accordance with clause 11.2 of the COD to give effect to the required change.  **6.9** Without limiting the Commonwealth's right under clause 6.4 to cancel a request at any time before executing an S&Q Order, clause 1.12(h) of the COD applies in respect of the S&Q process (and the reference to "Quotation" in that clause is taken to be a reference to the S&Q quotation process).  **S&Q Pricing**  **6.10** The amounts payable by the Commonwealth to the Supplier for the provision of S&Q Services, in accordance with the Work Order, must be determined in accordance with the following (as applicable):   * + 1. labour rates which must not exceed the Maximum Labour Rates set out in Annex A to Attachment B to the COD; and     2. a maximum mark-up of 0% on any materials.   **6.11** For clarity, Attachment B to the COD applies to the provision of S&Q Services.  **SC 7: Surge Services**  **7.1** In this Special Term and Condition:   * + 1. **Surge Fund** means the separate not to exceed (NTE) price for Surge Services for additional support to meet unexpected Commonwealth demands as set out in Annexure A to the Statement of Work.     2. **Surge** has the meaning given in clause 7.3.   **7.2** During the Work Order Term, the Commonwealth may require additional support to meet unexpected demands. The Supplier agrees to assist the Commonwealth as and when the Commonwealth requires the additional support in accordance with this Special Term and Condition.  **7.3** The Commonwealth Contract Manager may issue a notice to the Supplier for additional Personnel hours to provide the Services (**Surge**).  **7.4** The Surge notice must include:   * + 1. The number of Supplier Personnel required and relevant labour categories and SFIA skill level / for each of those personnel;     2. The time and date from which the Personnel are required, which must not be less than 5 Working Days notice;     3. The names of any particular Personnel that are requested; and     4. If there is to be a sublimit on the amount of the Surge Fund that is available for this Surge notice, the amount of the sublimit.   **7.5** The Surge notice may also include an end date for the provision of the additional Personnel.  **7.6** The Supplier must make all commercial efforts to provide the Supplier Personnel requested in the Surge notice from the time and date stated in the Surge notice until the earlier of:   * + 1. the end date stated in the Surge notice;     2. the date stated in a subsequent notice from the Commonwealth Contract Manager in respect of the Surge; or     3. the moment the Surge Fund, or sublimit stated in the Surge notice, is expended. | | |

**AGREEMENT**

The Commonwealth of Australia as represented by the Department of Defence (ABN 68 706 814 312) (**Commonwealth**);

and

*<insert name of Supplier (ABN [insert ABN])>* (**Supplier**),

agree that the Supplier will provide the Services as set out in this document (which, once executed by the parties, will constitute a Work Order (number *<insert Work Order number>*))(**Work Order**) and comply with its other obligations under this Work Order.

**Executed** as an agreement.

|  |  |
| --- | --- |
| **Executed** for and on behalf of the Commonwealth by: |  |
| ------------------------------------------------  Signature of authorised representative | ------------------------------------------------  Signature of witness |
| ------------------------------------------------  Name of authorised representative | ------------------------------------------------  Name of witness |
| ------------------------------------------------  Date |  |

***<(INSERT APPROPRIATE EXECUTION BLOCK FOR THE SUPPLIER)>***

**RFQ & WORK ORDER**

**SCHEDULE A – STATEMENT OF WORK**

Refer to the attached document titled “*Schedule A – Statement of Work*”, and the Annexures referenced therein.

**RFQ & WORK ORDER**

**SCHEDULE B – SURVEY AND QUOTE SERVICES**

1. DeSCRIPTION S&q
2. TITLE: Quote for Survey and Quote Services
3. DESCRIPTION and intended use

The ‘Quote for Survey and Quote Services’ at Appendix A to this document is required to define the request, work proposal, required resources and the price and payments proposed for undertaking work that is not included within the existing work scope of the Work Order (Work Order), but may be conducted in accordance with the Survey and Quote (S&Q) provisions of the Work Order.

The Commonwealth uses Part 1 of the ‘Quote for Survey and Quote Services’ to scope a request for S&Q Services. The Commonwealth Contract Manager may ask the Supplier to define elements of this request. For an Approved S&Q Quote, the Commonwealth Contract Manager uses Part 3 of this S&Q Description to finalise the S&Q Order.

The Supplier uses Part 2 of the ‘Quote for Survey and Quote Services’ to define the scope of work activities, the Services (including Supplier Personnel and Deliverables) and the price and payments that are proposed for meeting the requirements of the Commonwealth’s request.

1. INTER-RELATIONSHIPS

Each S&Q Order inter-relates with the following data items, where these data items are required under the Contract:

Plans to be specified within the order if applicable and due consideration is given to the project plans, Master Test Plan and the Project Management Plan;

All other plans governing the provision of Services that detail the management of S&Q Services, including those listed in SC 6: Survey & Quote Orders clause 6.1—6.11.

1. APPLICABLE DOCUMENTS

The following documents form part of this S&Q Description to the extent specified herein:

Not Used.

1. Preparation Instructions
   1. Specific Content
      1. Specific Requirements
         1. All quotes for S&Q Services shall be documented in accordance with the requirements of:

Annex A to this Schedule; and

SC 6: Survey & Quote Orders.

* + - 1. When preparing an S&Q Quote, Supplier must:

state prices in Australian dollars except for any portion of the S&Q Services to be imported from overseas, which is to be stated in foreign currency;

specify prices inclusive of all costs of complying with the Work Order and associated with providing the S&Q Services and carrying out all matters and doing all things necessary for the due and proper performance and completion of the proposed S&Q Order. These include licence fees, royalty payments and services of representatives;

specify prices inclusive of all overseas taxes and charges and all Australian (Federal, State and Local Government) taxes including GST, duties and charges that are applicable at the S&Q Quote date. For each item on which GST will be payable, the Supplier is to indicate the amount of GST to be applied;

apply the Australian Contract Expenditure (ACE) Measurement Rules (<https://www.defence.gov.au/business-industry/procurement/policies-guidelines-templates/procurement-guidance>), when defining the ACE and Imported Contract Expenditure (ICE) within tendered prices.

**ANNEX A: QUOTE FOR SURVEY AND QUOTE SERVICES**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| 1. Defence_CoArms_stacked  A.B.N. 68 706 814 312 | Request for Quotation  for S&Q Services | | | 1. Quotation No: | |  |
| 1. File Reference | |  |
| 1. Work Order No: | |  |
| 1. Quotation due: | | |
| 1. Time: |  | |
| 1. Date: | 1. DDMMMYY | |
| 1. Work Order details: | | | | | | |
| 1. Supplier Contact officer: 2. [...CONTACT OFFICER NAME...] 3. [...ADDRESS DETAILS...] | |  | 1. Commonwealth Contact officer: 2. [...CONTACT OFFICER NAME...] 3. [...ADDRESS DETAILS...] | | | |
| 1. Phone: [...PHONE NUMBER...] | |  | 1. Phone: [...PHONE NUMBER...] or [...ALT PH. NUMBER...] | | | |
| 1. E-mail: [...E-MAIL ADDRESS...] | |  | 1. E-mail: [...E-MAIL ADDRESS...] | | | |

|  |  |  |  |
| --- | --- | --- | --- |
| 1. Supplier Contract Manager, company name and address 2. [...NAME, POSITION...] 3. [...ADDRESS DETAILS...] | |  | 1. Commonwealth Contract Manager or Authorised Officer: 2. [...NAME, POSITION...] 3. [...ADDRESS DETAILS...] |
| 1. ACN: | 1. ABN: |  |

Return quotations to the Commonwealth Contract Manager, or to an alternative location, if identified below:

|  |
| --- |
| 1. By post to: 2. [...INSERT ALTERNATIVE DELIVERY ADDRESS...] |

Security Classification:

|  |
| --- |
| 1. [...INSERT SECURITY CLASSIFICATION...] |

***PART 1 (S&Q Request): To be completed by the Commonwealth Contract Manager, unless otherwise specified as to be completed by the Supplier.***

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| SECTION 1 – S&Q SERVICE REQUEST | | | | | | | | | | | | | | | | | |
| Title: | | 1. [...INSERT TITLE (AND TASK NUMBER IF APPLICABLE)...] | | | | | | | | | | | | | 1. Revision No.: | | |
| Description of the Service to be provided: | | 1. Service description: 2. [...INSERT DESCRIPTION OF SERVICES OR REFER TO ATTACHED PAGES...] 3. Performance measurement and/or Acceptance criteria: 4. [...INSERT DETAILS OF HOW THE SERVICES ARE PROPOSED TO BE MEASURED AND/OR THE CRITERIA FOR THE ACCEPTANCE OF DELIVERABLES (EG, REFER SECTION 2, OR AS DEFINED IN TEST PLAN, ETC)...] 5. Additional references, specifications or standards specific to the required Services (if applicable): 6. [...INSERT SPECIFICATIONS, STANDARDS OR OTHER REFERENCES (NOT SERVICE MANAGEMENT PLANS)...] | | | | | | | | | | | | | | | |
| ICTPA Modules: | | |  | Product(s) / platform / site to which the Service relates: | | | Earliest  start date: | | Service completion date: | Commonwealth GFM (yes / no): | | Commonwealth GFF (yes / no): | | | | Work Order SOW clause reference: | |
| 1. ICT Personnel Resources | | |  |  | | | 1. DDMMMYY | | 1. DDMMMYY |  | |  | | | |  | |
| **AUSTRALIAN INDUSTRY CAPABILITY REQUIREMENTS [*Note to drafter: If the S&Q price in addition to the Work Order Price is equal to or more than $4M, additional AIC requirements will apply. (See section 8 of Annexure A (SOW))*]** | | | | | | | | | | | | | | | | | |
| SECTION 2 – REQUIRED DELIVERABLES | | | | | | | | | | | | | | | | | |
| Line No. | Part No. (if applicable) | | Description | | Type of Item  (eg, Technical Data, Software, Hardware, Cloud Service) | | | Qty | Deliverable Acceptance / Approval criteria | | Delivery Date | | Delivery Location | | | | |
|  | 1. XXXX-XX-XXX-XXXX | |  | |  | | | 1. qty |  | | 1. DDMMMYY | |  | | | | |
| SECTION 3 – PRICE BASIS | | | | | | | | | | | | | | | | | |
| Fixed Price Basis: | | | 1. payable upon: Milestones  and/or Acceptance of Services / Deliverables | | | | | | 1. For an S&Q Service with a combined fixed and Outcome Based Not-To-Exceed price basis, the following categories / elements of the S&Q Service shall be fixed priced: 2. [... INSERT DETAILS OF FIXED PRICED ELEMENTS ...] | | | | | | | | |
|  | | | The Supplier is required to submit a detailed basis of estimate with their S&Q Quote which itemises their proposed Fixed Price, in accordance with the format specified in the attached basis of estimate spreadsheet | | | | | |
| Outcome Based T&M  (capped at a NTE Price):  Combination of above: | | |
| SECTION 4 – COMMONWEALTH CONTRACT MANAGER’S AUTHORISATION | | | | | | | | | | | | | | | | | |
| 1. Signed for and on behalf of the Commonwealth of Australia: | | |  | | |  |  | | | | | | |  |  | |  |
| 1. (signature) | | |  | 1. (print name and position) | | | | | | |  | 1. (date) | |  |

***PART 2 (S&Q Quote): To be completed by the Supplier, unless otherwise specified as to be completed by the Commonwealth.***

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| SECTION 5 – APPROACH AND RESOURCES | | | | | | | | | | | | | |
| Work plan | 1. [... Supplier to address the requirements for an S&Q work plan (including any work plan requirements specified in the SOW). Attach a separate work plan if necessary ...] | | | | | | | | | | | | |
| Adverse Impact | 1. [...Supplier to address adverse impacts with respect to other Services or performance (including any specified requirements in the SOW for addressing adverse impacts)...] | | | | | | | | | | | | |
| GFM | Item description  (in addition to any existing GFM) | | Qty | | Delivery Date and Location | Return Date and Location | | Remarks/ Intended Purpose | | TO BE COMPLETED BY THE COMMONWEALTH | | | |
| Time Period for Inspection | | IP restriction[[1]](#footnote-2) | |
|  | | 1. qty | | 1. DDMMMYY / | 1. DDMMMYY / | |  | | 1. DDMMMYY to DDMMMYY | |  | |
|  | |  | |  |  | |  | |  | |  | |
| GFF | Facilities  (in addition to any existing GFF) | | Remarks/ Intended Purpose | | | | | Period of Access | | TO BE COMPLETED BY THE COMMONWEALTH | | | |
| Comments / Conditions of Access | | | |
| 1. [...INSERT FACILITY DETAILS...] | |  | | | | | 1. DDMMMYY to DDMMMYY | |  | | | |
| GFS | GFS  (in addition to any existing GFS) | | | | | | | Dates for provision of GFS | | TO BE COMPLETED BY THE COMMONWEALTH | | | |
| Comments / Conditions of Access | | | |
| 1. [...INSERT GFS DETAILS...] | | | | | | | 1. DDMMMYY to DDMMMYY | |  | | | |
| Subcontractors | Name | ABN/  ACN | | Services to be provided and/or Deliverables to be supplied | | | Details for Approved Subcontractors only | | | | PT PCP or Reporting Entity Subcontract (identify which) | | Comments |
| Location of work (include post code) | | Australian Industry Activity references (if applicable) | IP restriction[[2]](#footnote-3) |
| 1. [...INSERT NAME...] | 1. XX XXXXXXXXX | | 1. [...INSERT SERVICE / ITEMS...] | | |  | |  |  |  | |  |
|  |  | |  | | |  | |  |  |  | |  |

|  |
| --- |
| SECTION 6 – QUOTATION PRICE |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Fixed Price** | | | | | |
| 1.1 The Commonwealth will pay the Supplier a Fixed Price upon the achievement of each Deliverable or Service outcome identified in the Payment Schedule below, subject to the applicable Acceptance Criteria being met in accordance with column (d) of the following table.  1.2 The S&Q Order Price will be calculated by reference to the following table: | | | | | |
| **Fixed Price – Milestone Basis** | | | | | |
| **(a)**  **Ref** | **(b)**  **Deliverable / Milestone / Services Outcome** | **(c)**  **Deed / S&Q Reference**  **Milestone Number** | **(d)**  **Acceptance Criteria / Approval Requirements** | **(e)**  **Price**  (excl GST)  AUD$ | **(f)**  **Total Price**  (incl GST)  AUD$ |
| 1 |  |  |  |  |  |
| 2 |  |  |  |  |  |
| 3 |  |  |  |  |  |
| **TOTAL FIXED PRICE (incl GST) AUD$** | | | | |  |

|  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Outcome Based T&M Services (up to an NTE Price)** | | | | | | | | | | | | |
| 3.1 Without limiting clause 5.3 of Attachment B to the COD, the Work Order or the S&Q Order, the Commonwealth will pay the Supplier based upon the actual time spent by the Supplier’s Personnel, including Subcontractors if applicable, to perform and complete all the S&Q Services defined in the S&Q Order, and for materials used in the execution of those S&Q Services, up to the NTE Price. The NTE Price is a fixed cap and the Supplier must perform, and continue to perform and complete, the S&Q Services regardless of whether the NTE Price has been reached or exceeded.  3.2 The S&Q Order Price paid will be calculated in accordance with the following table, based on the labour rates as agreed between the parties (which must not exceed the Maximum Labour Rates set out in Annex A to Attachment B to the COD).  3.3 In no event will the price paid exceed the total NTE Price set out in this section.  3.4 The Supplier must ensure that each Payment Claim includes or is accompanied by supporting evidence satisfactory to the Commonwealth (acting reasonably). Each Payment Claim must contain timesheets and details of:  (a) the actual time spent by Supplier Personnel in the performance of the S&Q Services; and  (b) the relevant Labour Rates and Labour Categories applicable to the Supplier Personnel. | | | | | | | | | | | | |
| **TIME** | | | | | | | | | | | | |
| **(a)**  **Ref** | **(b)**  **Description of Outcome** | **(c)**  **Supplier Personnel Name or Labour Category** | **(d)**  **Supplier / Subcontractor**  (provide Subcontractor details) | **(e)**  **SFIA Skill and Code** | | **(f)**  **SFIA Level** | **(g)**  **Days**  (8 hours) | **(h)**  **Daily Rate**  (incl GST)  AUD$ | | **(i)**  **Price**  (excl GST)  AUD$ | | **(j)**  **Total Price**  (incl GST)  AUD$ |
| 1 |  |  |  |  | |  |  |  | |  | |  |
| 2 |  |  |  |  | |  |  |  | |  | |  |
| **Time Subtotal (incl GST) AUD$** | | | | | | | | | | | |  |
| **MATERIALS**   |  | | --- | | 1. ***Note to Suppliers: The Supplier Mark-Up percentage in this table must not exceed the maximum mark-up percentage specified in the Special Terms and Conditions*** | | | | | | | | | | | | | |
| **Ref** | **Material** | | | | **Cost**  (excl. GST)  AUD$ | | **Supplier’s Mark-Up**  (%) | | **Price**  (excl GST)  AUD$ | | **Total Price**  (incl GST)  AUD$ | |
| 1 |  | | | |  | |  | |  | |  | |
| **Materials Subtotal (incl GST) AUD$** | | | | | | | | | | |  | |
| **TOTAL Outcome Based T&M Services (NTE PRICE – CAPPED) (incl GST) AUD$** | | | | | | | | | | |  | |

|  |  |
| --- | --- |
| SECTION 7 – PAYMENT ARRANGEMENTS | |
| Milestone payments | 1. [...SUPPLIER TO PROPOSE IN LINE WITH SECTION 6...] |
| Payments upon Acceptance of Services / Deliverables | 1. [...SUPPLIER TO PROPOSE IN LINE WITH SECTION 6...] |
|  |  |

|  |
| --- |
| SECTION 8 – ADDITIONAL INTELLECTUAL PROPERTY RIGHTS AND RESTRICTIONS |
| 1. **To be completed by the Commonwealth:** 2. Do the S&Q Order Services require GFM that is subject to restrictions of IP rights not detailed in the current Work Order? 3. no /  yes, refer to attachment [...INSERT REFERENCE...].   If ‘yes’, the Commonwealth is to include a ‘special conditions’ detailing the relevant rights and restrictions  NB see SC 6: Survey & Quote Orders, in particular clause 6.6 sets out limits on such special conditions. |
| 1. **To be completed by the Supplier:** 2. Do the S&Q Order Services require additional IP rights that are not detailed in the current Work Order?  no /  yes, refer to attachment [...INSERT REFERENCE...]. 3. Will the Deliverables have restrictions on the Commonwealth’s rights to Use (including to sublicense) as detailed in the COD?  no /  yes, refer to attachment [...INSERT REFERENCE...].   If ‘yes’ to either question, the Supplier is to include an additional ‘special conditions’ detailing the additional required IP rights and restrictions. NB see SC6: Survey & Quote Orders, in particular clause 6.6 which sets out limits on such special conditions. |

|  |
| --- |
| SECTION 9 – CONFIDENTIAL INFORMATION |
| 1. Does this quotation include an attachment for Confidential Information (ie, in addition to information referred to in the Confidential Information in the Work Order)?  no /  yes   If ‘yes’, the Supplier, should include an additional ‘special conditions’ attachment to list the information considered as new Confidential Information, meeting the criteria specified in the Work Order for Confidential Information. NB see SC6: Survey & Quote Orders, in particular clause 6.6 which sets out limits on such special conditions. |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| SECTION 10 – SUPPLIER’S AUTHORISATION | | | | | | |
| 1. Signed for and on behalf of the Supplier: |  |  |  |  |  |  |
| 1. (signature) |  | 1. (print name and position) |  | 1. (date) |  |

***PART 3 (S&Q Order): To be completed by the Commonwealth Contract Manager after Approval of the S&Q Quote in accordance with the Work Order.***

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 1. Defence_CoArms_stacked 2. ABN 68 706 814 312 | | Survey and Quote Order | | | | 1. S&Q Order No: | |  |
| 1. S&Q Order Date: | | 1. DDMMMYY |
| 1. Pages: | |  |
| 1. Amendment No: | |  |
| 1. Supplier’s details (Company name and address): | | | | 1. Work Order No: | | |  | |
| 1. Approved Quotation No. | | |  | |
| 1. S&Q Order Services Title: | | |  | |
| 1. S&Q Order Services Summary Description: | | |  | |
| 1. ACN | 1. ABN | | | 1. Approved Quotation Date: | | | 1. DDMMMYY | |
| NTE PRICE / QUOTATION (AS SET OUT IN THE APPROVED QUOTATION) | | | | | | | | |
| Description (select the relevant entry) | | | | Price / Quotation  (ex-GST) | GST | | | Price / Quotation  (incl GST) |
| 1. Fixed Price - Milestone Basis | | | |  |  | | |  |
|  | | | |  |  | | |  |
| 1. Outcome Based T&M Services ( up to an NTE Price) | | | |  |  | | |  |
|  | | | 1. **TOTAL NTE PRICE / QUOTATION (GST inclusive):** | | | | | 1. **$** |
| PRICE AND PAYMENT BASIS | | | | | | | | |
| 1. [...Insert details of the basis on which the Supplier will paid for the S&Q Service – ie T&M, Milestones etc....] | | | | | | | | |

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| --- | --- | --- | --- |
| 1. This S&Q Order is issued on the terms set out in the Conditions of Deed and Work Order, the Approved Quotation referred to above and any Special Conditions attached by the Commonwealth. 2. This S&Q Order comprises the following documents:    1. this S&Q Order;    2. Appendix 1 – Approved Quotation;    3. [Appendix 2 – [...INSERT DETAILS...]] | | | |
| 1. Inquiries regarding this order should be directed to the Contact Officer: | | | |
| 1. Printed name: | 1. Phone no. | 1. email: | 1. Special Conditions Attached: 2. Yes 3. No |
| 1. Address | | |
| 1. Signed on behalf of the Commonwealth of Australia  |  |  |  |  |  | | --- | --- | --- | --- | --- | |  |  |  |  | 1. DDMMMYY | | 1. (signature) |  | 1. (print name and position) |  | 1. (date) | | | | |

**RFQ & WORK ORDER**

**SCHEDULE C – IP Schedule**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Work Order #** | **Type of IP** | **Item in which the IP subsists** | **Ownership and source** | **Licensing rights** | **Further information** | **Date added to the IP Schedule** |
| *<insert the Work Order number>* | *<specify the type of IP (e.g. Background IP / Third Party IP / Foreground IP)>* | *<specify the item or type of item e.g. XYZ report, ABC Manual>* | *<specify the party / entity that owns the IP (e.g. Supplier). If the Supplier is providing a licence, include these details>* | *<insert a reference to the licence rights that apply (e.g. the relevant Deed clause or Special Term and Condition in the Work Order)>* | *<insert any other relevant information>* | *<insert date>* |
| *[Note to Supplier: reference will be updated as part of Work Order finalisation]* | *Foreground IP* | *All Technical Documentation development under the Work Order, SOW and associated Annexures.* | *Commonwealth* | *as per clause 5.10(a) of the Conditions of Deed.* | *Nil* | *Execution Date* |
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1. Insert ‘no’ or if restrictions apply to the use of IP provided as GFM, then cross-refer to an attachment for additional ‘special conditions’. See also section 8 and SC 7 Survey & Quote Orders, in particular clause 6.6 which sets out limits on such special conditions. [↑](#footnote-ref-2)
2. Insert ‘no’ or if IP is to be sourced from an Approved Subcontractor and restrictions would apply to Commonwealth rights, then cross-refer to an attachment for additional ‘special conditions’. See also section 8 and SC 6: Survey & Quote Orders, in particular clause 6 which sets out limits on such special conditions. [↑](#footnote-ref-3)