**From:** Civil Maritime Capability Procurement
**Bcc:** s. 47G(1)(a)
**Subject:** Request for Quotation - RFQ-ABFCMC25 - Indian Ocean Territories (IOT) Aerial Surveillance Services [SEC=OFFICIAL:Sensitive]
**Date:** Tuesday, 4 March 2025 12:55:24 PM
**Attachments:** RFQ-ABFCMC25 - Indian Ocean Territories Aerial Surveillance Services - Tasking Statement.DOCX
RFQ-ABFCMC25 - Indian Ocean Territories Aerial Surveillance Services - Tasking Statement - Att A - Price Returnable Schedule.XLSX
image002.png

~~OFFICIAL: Sensitive~~

Good afternoon,

Please find **attached** request for quotation RFQ-ABFCMC25 under the Air Transport Services Panel (SON 3704222) for Indian Ocean Territories (IOT) Aerial Surveillance Services for the Australian Border Force.

Responses for this RFQ are due 4 April 2025 at 2:00pm (Canberra Local Time). It would be greatly appreciated if you could advise us if you intend to provide a quotation for these services preferably no later than 11 March 2025.

If you have any questions or clarifications, please direct them to civilmaritimecapabilityprocurement@abf.gov.au any time before 2:00pm (Canberra Local Time) on 28 March 2025.

We look forward to receiving your quotation.

Kind Regards,

s. 22(1)(a)(ii)
Civil Maritime Capability Procurement
Australian Border Force



~~OFFICIAL: Sensitive~~

Released by Department of Home Affairs under the *Freedom of Information Act 1982*

# TASKING STATEMENT

## DETAILS SCHEDULE

Commonwealth Reference No.: **SON3704222 – RFQ-ABFCMC25**

**To:** [insert name, ACN and ARBN (if applicable) and Roman vendor number of Contractor] ("**Contractor**")

**Please provide a Quotation substantially in the form set out in Annex A for the provision of Services as set out in this Tasking Statement.**

**Deed of Standing Offer:** Air Transport Deed of Standing Offer for Services – SON 3704222 (**Deed**)

**Background:** The Australian Border Force (ABF), part of the Department of Home Affairs (**Department**) has a requirement for an aerial surveillance capability in the Indian Ocean Territories (**IOT**).

Given its location between the Australian mainland and several south Asian countries, there is an operational need to maintain effective maritime surveillance through the critical threat corridor of the IOT around Christmas Island (**CI**) and the Cocos (Keeling) Islands (**CKI**).

Capitalised terms used in this Tasking Statement have the meaning as set out in Attachment H (**Glossary**) of the Deed, unless otherwise specified. A reference to the 'Commonwealth' in this document is taken to be a reference to the Department, as the resultant Official Order will be entered into with the Department.

**Task Description:**

1. ABF requires provision of a short-term, fully turn-key aerial surveillance capability that provides aircraft equipped with the required mission systems, inclusive of aircrew and all required support functions. The capability will be primarily tasked with conducting surveillance in the vicinity of CKI and CI.

s. 47E(d)

2. This capability needs to be available for ABF tasking as early as possible in 2025, with a transition in period to full service delivery that is desirably less than 90 days following Official Order execution, for an initial operational period to 30 June 2026, with possible extension options of up to 18 months (to 31 December 2027), at the Department's sole discretion. The following sections describe the specific requirements the aerial surveillance capability must meet.

**Note to Contractors:** Contractors must outline their proposed transition arrangements as part of their response. If transition in to full service delivery is not possible within 90 days, Contractors are still encouraged to provide a response and if this is the case, in outlining proposed transition arrangements, Contractors must detail how long it will take to reach full service delivery and the reasons why.

s. 47E(d)

Released by Department of Home Affairs under the *Freedom of Information Act 1982*

10. **Support.** The Contractor shall provide all operations, maintenance, Personnel, logistics and infrastructure support required to sustain the aerial surveillance operations. s. 47E(d)

s. 47E(d)

11. **Safety / Survival Equipment And Training.** The Contractor will be responsible for provision of all safety and survival equipment for any Passengers carried on board the Aircraft, including but not limited to hearing protection that can be connected to Aircraft intercommunications equipment and life jackets (for any flight over water). The Contractor is also responsible for provision of any required Aircraft training and safety briefings for Passengers, including but not limited to pre-flight briefings, emergency egress drills, operation of safety and survival equipment, and operation of any sensors or systems (if applicable). Contractor aircrew must undertake training provided by the Department if required by the Department. The Contractor aircrew must meet minimum performance standards notified by the Department, including performance standards included in a Deployment Order.

12. **Obligation.** The Contractor shall have an existing Air Operator Certificate (AOC) for provision of these Services and comply with all applicable Civil Aviation Safety Regulations (CASRs).

**Performance Reporting:**

13. The Contractor must provide monthly performance reporting to the ABF that outlines the level of performance by the Contractor, including:

s. 47E(d)

**Evaluation Criteria For Quotations:**

14. Quotations will be evaluated against the following technical evaluation criteria and weightings:

    a. **Criterion 1: General Approach (Weighting 40%) –** General approach to the Services, including but not limited to:

        i. the extent to which the Contractor's proposed delivery methodology and solution meets the Services as described in the Tasking Statement;

        ii. the proposed approach to managing communication between the Department, the Contractor and any proposed Subcontractor(s);

        iii. proposed transition arrangements, including the extent to which the Services can successfully be commenced on or prior to the planned commencement date; and

        iv. compliance with the performance reporting requirements (as set out in clause 13).

    b. **Criterion 2: Capability and Capacity (Weighting 40%)**

        i. the Contractor's capability to deliver the Services, including the ability to supply the required Aircraft, equipment, maintenance and operational support facilities, logistics arrangements and personnel (including aircrew and support personnel with the skills, experience and qualifications necessary to perform the Services);

        ii. the Contractor's capacity to deliver the Services, including organisational capacity, management, governance and resourcing arrangements, and flexibility to meet changing needs, including availability to commence Services in the timeframes set out in the Tasking Statement.

    c. **Criterion 3: Past Experience (Weighting 20%) –** Experience of the Contractor, including but not limited to:

        i. examples of past performance of contractual obligations of the Contractor, the proposed Operator (where applicable) and any other proposed subcontractor for the provision of similar services to the Services in the Tasking Statement.

Released by Department of Home Affairs under the *Freedom of Information Act 1982*

15. Quotations will also be evaluated against the following non-technical evaluation criteria, which are not weighted:

    a. The overall price to deliver the Services as outlined in the Tasking Statement, including the nature and extent of any assumptions or other issues identified in the Contractor's pricing.

    b. The Contractor's past performance and/or demonstrated commitment in relation to increasing Indigenous participation, including, where relevant, by having regard to the Contractor's past compliance with any mandatory minimum requirements and the extent to which the Contractor's proposed Indigenous Participation Plan will meet the mandatory minimum requirements.

    c. Other benefits inherent in the Contractor and its Quotation, including without limitation environmental sustainability of the Services and benefit to the Australian economy.

    d. Any other risks to the Department which are inherent in, or associated with, the Contractor's Quotation. The Department will evaluate the nature and extent of any risk associated with the Contractor and the Quotation that have not already been evaluated under other evaluation criteria, that may include but is not limited to:

        i. the corporate structure of the Contractor and proposed Subcontractor(s);

        ii. the nature of the arrangements between the Contractor and proposed Subcontractor(s);

        iii. the number and type of any conflicts of interest which have been identified by the Contractor (or which may later arise), the Contractor's proposed approach to managing any conflict of interest, and the ability for these to be appropriately managed;

        iv. information that a Contractor has proposed in its Quotation that the Department keep confidential;

        v. the Contractor's ability and willingness to comply with Commonwealth policies;

        vi. national security or relevant public interest considerations;

        vii. the nature and extent of any assumptions or other issues of the Contractor's delivery model;

        viii. any tax assumptions made in the Quotation;

        ix. the Contractor's degree of compliance with the Tasking Statement, the Air Transport Deed of Standing Offer for Services (SON3704222) terms and the Supplementary Conditions;

        x. the financial viability of the Contractor; and

        xi. any other risks to the Department which are inherent in, or associated with the Quotation.

| **Required Start Date:** | **Required Completion Date:** |
|---|---|
| Execution of an Official Order is anticipated by May 2025. Full service delivery is to commence within 90 days of execution of an Official Order, or by a date otherwise agreed between the Contractor and the Department. | 30 June 2026, with possible extension options of up to 18 months (to 31 December 2027), at the Department's sole discretion. |

**Documents Enclosed:**

Attachment A - Aerial Surveillance Services – Price Returnable Schedule

**Quotation Closing Date:**

The Quotation must be lodged with the Department on or before **2:00 pm** (Canberra Local Time) 4 April 2025 by email at: civilmaritimecapabilityprocurement@abf.gov.au. If the Quotation is lodged after the Quotation Closing Date, it will be excluded from consideration.

Released by Department of Home Affairs under the *Freedom of Information Act 1982*

| **Authorised Officer:** | |
|---|---|
| Name: | s. 22(1)(a)(ii) |
| Appointment: | Senior Director Civil Maritime Procurement |
| E-mail: | civilmaritimecapabilityprocurement@abf.gov.au |
| Address: | s. 22(1)(a)(ii) |

| **Contractor Representative:** | |
|---|---|
| Name: | |
| Appointment: | |
| Telephone: | E-mail: |
| Address: | |

Released by Department of Home Affairs
under the *Freedom of Information Act 1982*

# 1. SUPPLEMENTARY CONDITIONS

## 1.1 Clarifications

1.1.1 The Contractor must direct any questions regarding this Tasking Statement to the Authorised Officer specified in the Details Schedule in writing by email.

1.1.2 The Contractor must submit questions to the Authorised Officer no later than five Working Days prior to the Quotation Closing Date specified in this Tasking Statement. Any question submitted by the Contractor is submitted on the basis that the Commonwealth may circulate the Contractor's question and Commonwealth's answer the other suppliers on the Panel who have been issued with the Tasking Statement without disclosing the source of the question or revealing any Confidential Information or the substance of the Contractor's proposed Quotation.

## 1.2 Not Used

## 1.3 Evaluation of Quotations

1.3.1 The Commonwealth will:

a. use material included in a Quotation submitted in response to one evaluation criterion in the evaluation of other criteria consider additional information related to any evaluation criteria; and

b. subject to its intellectual property and confidentiality obligations, use material submitted by the Contractor in response to other Tasking Statements issued pursuant to the Deed in the evaluation of the response to this Tasking Statement.

1.3.2 If the Quotation is incomplete or clearly non-competitive, the Commonwealth may exclude the Quotation from consideration at any time during the evaluation process at the Commonwealth's discretion, but the Commonwealth may still consider such Quotation and seek clarification from the Contractor.

1.3.3 If the Contractor is found to have made a false, misleading or deceptive claim or statement, the Commonwealth may exclude the Quotation from further consideration at any time.

1.3.4 The Commonwealth may consider undertaking site visits, briefings, presentations, referee checks, financial viability checks, discuss or visit customers or subcontractors of the Contractor or carry out independent enquiries during the tender and evaluation period.

## 1.4 Debriefs

1.4.1 The Contractor may request an oral debrief following the award of an Official Order in relation to this Tasking Statement by contacting the Authorised Officer specified in this Tasking Statement.

1.4.2 The Commonwealth will respond to a request for debrief by the Contractor in accordance with Commonwealth policy. The Contractor will not be provided with information concerning other suppliers on the Panel who have also been issued with the Tasking Statement, except for the name of the successful Contractor and the Contract Price to be used for the provision of the Services. No comparisons with the other suppliers on the Panel will be made.

## 1.5 Alcohol

1.5.1 The Contractor acknowledges and agrees that alcohol must not be supplied to any Passengers or the Security Escort at any time during the provision of the Services under any resulting Official Order.

## 1.6 Not Used

## 1.7 Air Operator's Certificates

1.7.1 The Contractor must provide details of the Air Operator's Certificate and the Contractor or the Operator (as the case may be) must prior to the commencement of Services provide to the Commonwealth a copy of the relevant:

a. Air Operator's Certificate or;

b. Non-Scheduled Flight Permission.

## 1.8 Not Used

Released by Department of Home Affairs under the *Freedom of Information Act 1982*

**1.9 Not Used**

## 2. QUOTATIONS

### 2.1 Contract Price

2.1.1 The Contractor must provide a breakdown of the Contract Price in accordance with clause 6.1 (Price and Price Basis) of the Deed and stated in $AUD (see Annex A - Attachment A named "Aerial Surveillance Services – Price Returnable Schedule").

2.1.2 The Contract Price must include all costs and amounts payable by the Commonwealth in respect of the provision of the Aircraft under an Official Order.

### 2.2 Not used

### 2.3 Aircraft Specifications

2.3.1 The Contractor must provide the following details for the Aircraft used to undertake the Services:

a. (**Type of Aircraft**) Provide details of the Aircraft type used to move the Cargo and/or Passengers.

b. (**Registration**) Provide details of registration, including place, date of issue and expiry.

c. (**Maximum payload uplift capacity of Passengers and/or Cargo based on the route to be operated**) Provide details of Passengers and/or Cargo uplift capability, including maximums that apply. Provide any assumptions, limitations or restrictions that apply to the above in prevailing geographic and climatic conditions.

d. (**Unit load devices**) Describe the dimensions and quantity for each type of Unit load device that is required to conduct the Services.

e. (**Aircraft Cargo handling**) Describe any load handling equipment that is integral to the Aircraft. Describe capability of the Aircraft to handle Cargo and Dangerous Goods in accordance with relevant domestic and international regulations. Provide any assumptions, limitations or restrictions that apply to carriage of certain types of Cargo and Dangerous Goods in accordance with a Deployment Request (defined in clause 2 of Annexure A (Special Conditions) to the Official Order).

f. **(Fuel supply arrangements)** Describe fuel supply arrangements for the Aircraft.

### 2.4 Aircraft Operator and Crew

2.4.1 Where the Contractor will not operate the Aircraft, the Contractor must provide details of the Operator which will operate the Aircraft.

### 2.5 Subcontractors

2.5.1 The Contractor must provide details of any other Subcontractors which will otherwise provide the Services including details of subcontract arrangements for the provision of:

a. Aircraft;

b. operation of the Aircraft;

c. Ground Handling Services (including fuel); and

d. Aircraft crew.

### 2.6 Not Used

### 2.7 General Approach to Services

2.7.1 The Contractor must provide details of how it will deliver a fully inclusive and coordinated Service including a description of:

a. how the Contractor proposes to provide the Services;

b. the management arrangements and how the Services will be delivered;

c. the proposed approach to managing communication between the Commonwealth, the Contractor and subcontractors; and

d. the Contractor's aviation Safety Management System.

Released by Department of Home Affairs under the *Freedom of Information Act 1982*

**2.8 Capability and Capacity**

a. the Contractor's capability to deliver the Services;

b. the Contractor's capacity to deliver the Services.

**2.9 Risk Assessment**

2.9.1 The Contractor must provide a draft risk assessment with its Quotation, and a final risk assessment within one month of the Official Order being signed, which identifies:

a. key risks for this particular Official Order (including both work health and safety related risks and aviation safety risks) in relation to the provision of the Services;

b. strategies that will be implemented to manage the risks for this particular Official Order; and

c. how risks associated with a particular Deployment Request (defined in clause 2 of Annexure A (Special Conditions) to the Official Order) will be identified and appropriately managed.

**2.10 Not Used**

**2.11 Not Used**

**2.12 Authorisations**

2.12.1 The Contractor must provide details of all information and documentation that it requires the Commonwealth to provide to enable the Contractor to meet its obligations under clause 3.1 (Authorisations) of the Deed.

2.12.2 Where applicable, the Contractor must provide details of all Contractor Personnel and/or Subcontractor Personnel who will require temporary access to Defence bases and establishments/Commonwealth establishments for the purpose of providing the Services.

**2.13 Not Used**

**2.14 Not Used**

**2.15 Past Performance**

2.15.1 The Contractor must provide details of two recent examples of past performance of contractual obligations of the Contractor, the proposed Operator (where applicable) and any other proposed subcontractor for the provision of similar services to the Services in the Tasking Statement.

**2.16 Aircraft Funding**

2.16.1 The Contractor must provide details of any existing funding arrangements or proposed arrangements with the Commonwealth or a Permitted Agency applicable to the Aircraft.

**2.17 Other Information**

2.17.1 The Contractor may provide other information in the Quotation as relevant to this Tasking Statement, including to address the matters listed under the evaluation criteria set out above.

**2.18 Statement of Non-Compliance**

2.18.1 The Contractor will be deemed compliant with all items in this Tasking Statement except where non-compliance is expressly stated in a Statement of Non Compliance in the Quotation.

**2.19 Transition-In Plan**

2.19.1 The Contractor is required to provide with its Quotation, a draft transition-in plan in accordance with this clause 2.19 (**draft Transition-In Plan**).

2.19.2 The Contractor should note that the Contractor will be required to provide a final Transition-In Plan version incorporating any changes requested by ABF, at the time of Official Order execution.

Released by Department of Home Affairs under the *Freedom of Information Act 1982*

2.19.3 The Transition-in Plan must, at a minimum, describe all the tasks and activities, (including outlining all documents, plans and other deliverables required to be developed or approved in accordance with the Tasking Statement) to ensure that the Contractor can effectively perform the Services in accordance with the Official Order to enable full capability no later than 90 days from Contract execution (or such other date as agreed with the Department), including:

a. staffing and crewing arrangements;

b. records and information management;

c. fleet details;

d. account management and communications; and

e. invoicing arrangements.

## 2.20 Contract Relationship Management

2.20.1 The Contractor must outline in its Quotation how it would:

a. implement and manage its internal governance arrangements to foster cooperation and a professional working relationship with ABF and other providers

b. develop and implement its own governance arrangements for effective contract and relationship management to ensure service delivery is accountable, consistent and in coordination with ABF; and

c. be responsive to requests from ABF, including changes in delivery to Services and requests for reporting.

2.20.2 The Contractor must indicate in its Quotation the key resources that will be allocated to managing its relationship with the ABF.

## 2.21 Australian Industry Participation Plan (AIP Plan)

2.21.1 Potential Contractors should note that subject to advice from the Department of Industry, Science and Resources, the Australian Industry Participation National Framework principles, including an AIP Plan requirement may apply to Official Order(s) resulting from this Tasking Statement. More information on AIP Plan requirements can be found at www.industry.gov.au/aip.

## 2.22 Country of Tax Residency

2.22.1 The Contractor must provide details of its country of tax residency and its ultimate parent entity's country of tax residency.

## 2.23 Workplace Gender Equality

2.23.1 The Contractor must comply with its obligations, if any, under the *Workplace Gender Equality Act 2012* (Cth) (**the WGE Act**).

2.23.2 If the term of the Official Order exceeds eighteen (18) months, provide a current letter of compliance with the WGE Act from the Workplace Gender Equality Agency (WGEA) within eighteen 18 months of the Commencement Date and then following this, provide further letters of compliance annually to the Department.

2.23.3 The Contractor must notify the Department if, during the term of the Official Order, the Contractor becomes non-compliant with the WGE Act.

2.23.4 For further information about the WGE Act, the Contractor should contact the WGEA on (02) 9432 7000 or 1800 730 233.

## 2.24 Not Used

Released by Department of Home Affairs under the *Freedom of Information Act 1982*

**Contractors should provide their Quotation by:**

**1. Completing each of the tables set out on the following pages;**

**2. Completing the pricing returnable at Attachment A named "Aerial Surveillance Services – Price Returnable Schedule", which is a separate document; and**

**3. Including all requested documents and draft plans.**

Released by Department of Home Affairs under the *Freedom of Information Act 1982*

| **Aircraft Specifications**<br>*(refer to item 2.3 of Tasking Statement)* | |
|---|---|
| Type of Aircraft | |
| Description of the capability of the Aircraft to undertake the Services outlined in the Task Description, including the transition in timeframe | |

| ***Operator Details***<br>*(refer to item 2.4.1 of Tasking Statement)* |
|---|
| |

| ***Subcontracting Arrangements***<br>*(refer to item 2.5 of Tasking Statement)* | | | |
|---|---|---|---|
| Subcontractor (include the full legal name and ABN) | Work to be Subcontracted | Services | Comments |
| | | | |
| | | | |
| | | | |
| | | | |

Released by Department of Home Affairs under the *Freedom of Information Act 1982*

**General Approach to Services:**

*(Refer to item 2.7 of Tasking Statement)*

**Capability and Capacity:**

*(Refer to item 2.8 of Tasking Statement)*

**Draft Risk Assessment**

*(Attach separate documentation as necessary – refer to item 2.9 of Tasking Statement)*

**Authorisations:**

*(refer to item 2.12 of the Tasking Statement)*

**Past Performance:**

*(refer to item 2.15 of Tasking Statement)*

**Other Information:**

*(refer to item 2.17 of Tasking Statement)*

Note to Contractors: The Contractor may want to include information about other benefits inherent in the Contractor and its Quotation, including without limitation environmental sustainability of the Services and benefit to the Australian economy

**Transition In Plan:**

*(Refer to item 2.19 of Tasking Statement)*

**Contract Relationship Management**

*(Refer to item 2.20 of Tasking Statement)*

**Contractor's Country of Tax Residency**

*(refer to item 2.22 of Tasking Statement)*

*Insert your organisation's country of tax residency. Information to assist you to identify this information is available at https://treasury.gov.au/policy-topics/taxation/country-tax-residency-disclosures*

Released by Department of Home Affairs under the *Freedom of Information Act 1982*

**Ultimate Parent Entity's Country of Tax Residency**

*(refer to item 2.22 of Tasking Statement)*

*Insert your organisation's ultimate parent entity's country of tax residency (if different from above). Complete with "AS ABOVE" if same as your organisation's country of tax residency.*

**Compliance with Indigenous Procurement Policy:**

a. The Contractor declares the following:

i. The Contractor has or has had [NIL OR SPECIFY NUMBER] contracts with the Commonwealth that included the Indigenous Procurement Policy mandatory minimum requirements.

ii. For the contracts referred to in clause a.i. above of this Declaration (if any), the Contractor has

- fully met /
- partially met /
- not met /
- not applicable as Nil contracts undertaken,

the Indigenous Procurement Policy mandatory minimum requirements.

Note to Contractors: Strike out the options that do not apply.

iii. The Indigenous enterprises referred to in the Indigenous Participation Plan submitted as part of this Quotation are 50 per cent or more Indigenous owned.

**Indigenous Participation Plan**

Note to Contractors: The Contractor must submit an Indigenous Participation Plan in the form provided at Annexure E with its Quotation. The Indigenous Participation Plan should address:

a. how the Contractor intends on meeting the mandatory minimum requirements for the Indigenous Procurement Policy;

i. the Contractor current rate of Indigenous employment and Indigenous supplier use;

ii. the Contractor commitment to Indigenous participation. Some examples of the activities an organisation can take to demonstrate its commitment to Indigenous participation are set out in the Indigenous Procurement Policy; and

iii. if any part of the Official Order will be delivered in a Remote Area, as defined in the Indigenous Procurement Policy, how the Contractor will ensure that its provision of goods and/or services will deliver significant Indigenous employment or Indigenous supplier use outcomes in that Remote Area.

b. The mandatory minimum requirements can be met at:

i. the contract-based level (see clause (c) below); or

ii. the organisation-based level (see clause (d) below).

c. To meet the mandatory minimum requirements at the contract-based level, by the end of the initial term of the Official Order:

i. at least 4 per cent of the full time equivalent Australian-based workforce deployed on the contracted project must be Indigenous Australians, on average over the Initial Term of the Official Order; or

ii. at least 4 per cent of the value of the work performed under the Official Order must be subcontracted to Indigenous enterprises, over the initial term of the Official Order; or

iii. a minimum percentage of the full time equivalent Australian-based workforce deployed on the contracted project on average over the initial term of the Official Order must be Indigenous Australians, and a minimum percentage of the value of the work performed under the Official Order must be subcontracted to Indigenous enterprises, so that both minimum percentages add up to 4 per cent, over the initial term of the Official Order.

d. To meet the mandatory minimum requirements at the organisation-based level, by the end of the initial term of the Official Order:

i. at least 3 per cent of the full time equivalent Australian-based workforce of the Contractor must be Indigenous Australians, on average over the initial term of the Official Order; or

Released by Department of Home Affairs under the *Freedom of Information Act 1982*

ii. at least 3 per cent of the value of the Contractor's Australian supply chain must be subcontracted to Indigenous enterprises, over the initial term of the Official Order; or

iii. a minimum percentage of the full time equivalent Australian-based workforce must be Indigenous Australians on average of the initial term of the Official Order, and a minimum percentage of the value of the Contractor's supply chain must be subcontracted to Indigenous enterprises, such that both minimum percentages add up to 3 per cent over the initial term of the Official Order.

e. The mandatory minimum requirements can be met directly or through Subcontracts.

f. The successful Contractor's Indigenous Participation Plan will be attached to the resultant Official Order, and the successful Contractor will be required to comply with and report against the Indigenous Participation Plan during the term of the Official Order.

**WGE Act compliance**

*(refer to item 2.23 of Tasking Statement)*

Under Australian Government procurement policy, you are obliged to indicate whether or not you are covered by the *Workplace Gender Equality Act 2012* (Cth) (the **WGE Act**).

You are covered by the WGE Act if you are a 'relevant employer', defined as being a non-public sector employer (including higher education institutions, trade unions and not-for-profit organisations) of 100 or more employees in Australia. For information about the coverage of the WGE Act, contact the Workplace Gender Equality Agency on (02) 9432 7000.

Note to Contractors: The Contractor must choose one of the following.

a. Yes, I am a relevant employer. I have attached a current letter of compliance as part of this submission which indicates my compliance with the *Workplace Gender Equality Act 2012*.

b. Yes, I am a relevant employer. I will be providing a current letter of compliance prior to contract manager.

c. No, I am not a relevant employer.

**Statement of Non-Compliance**

*(refer to item 2.18 of Tasking Statement)*

| Item No. in Tasking Statement | Detail of non-compliance | Justification of impact | Alternative proposal(s) |
|---|---|---|---|
| | | | |
| | | | |

Released by Department of Home Affairs under the *Freedom of Information Act 1982*

# OFFICIAL ORDER

***Note to Contractors: The Official Order will consist of an amalgamation of this attachment, the Tasking Statement and the successful Contractor's Quotation.***

| | |
|---|---|
| **Purchase Order Number:** | **[INSERT NUMBER]** |
| **Tasking Statement Reference No.:** | **[INSERT NUMBER]** |
| Official Order Date:<br>(Official Order will be issued in accordance with clause 1.7 of the Deed) | **[INSERT DATE]** |
| Contractor Details: | **[INSERT NAME OF CONTRACTOR]**<br>**[INSERT A.B.N/A.C.N AND A.R.B.N (IF APPLICABLE)]**<br>**[INSERT ROMAN VENDOR NUMBER]**<br>**[INSERT POSTAL ADDRESS AND EMAIL]**<br>**[INSERT PHONE AND FAX NUMBERS]**. |
| Commonwealth Details: | **[INSERT NAME OF AUTHOROSED OFFICER]**<br>**[INSERT POSTAL ADDRESS AND EMAIL]**<br>**[INSERT PHONE AND FAX NUMBERS].** |

## 1. INTRODUCTION

**1.1** This Official Order, once executed by the Commonwealth and delivered in accordance with the Air Transport Deed of Standing Offer SON 3704222 ("**Deed**"), will constitute acceptance by the Commonwealth of the Contractor's offer to supply the Services specified in this Official Order.

**1.2** The conditions of Deed, this Official Order and any other documents expressly referred to as forming part of this Official Order, together constitute an Official Order between the Commonwealth and the Contractor.

**1.3** Unless the context requires otherwise, terms used in this Official Order have the meaning given to them in the Deed.

## 2. SPECIAL CONDITIONS

**2.1** The conditions set out in Annexure A to this Official Order ("**Special Conditions**") apply to this Official Order.

**2.2** To the extent of any inconsistency between the terms of this Official Order (including the Special Conditions) and the terms of the Deed, the terms of this Official Order (including the Special Conditions) will prevail.

## 3. STATEMENT OF WORK

**3.1** The Contractor shall perform the Services required by the Tasking Statement (including Supplementary Conditions) and the Quotation accepted by the Commonwealth in accordance with clause 1.7 (Ordering Services) of the Deed.

**3.2** The Contractor is not to respond to any directions in relation to the Tasking Statement or this Official Order unless those directions are issues by the Authorised Officer or Commonwealth Representative.

Released by Department of Home Affairs under the *Freedom of Information Act 1982*

## 4. KEY PERSONS

**4.1** The Key Persons identified for the performance of the Official Order are:

***[Note to Contractors: to be populated based on successful Contractor's response]***

| Name | Task Title/ Duties | Labour Category (if applicable) |
|---|---|---|
| | | |
| | | |
| | | |

## 5. GOVERNMENT FURNISHED MATERIAL

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

| Item | Date Required | Location Required | Remarks/Intended Purpose |
|---|---|---|---|
| | | | |
| | | | |
| | | | |

## 6. BASIS OF PAYMENT

6.1. Subject to clause 6 of the Conditions of Deed and clause 5 of the Special Conditions at Annexure A, the Contract Price is [INSERT DOLLAR AMOUNT PRIOR TO OFFICIAL ORDER SIGNATURE], and is payable as follows:

a. Transition-In Costs: [INSERT DOLLAR AMOUNT PRIOR TO CONTRACT SIGNATURE] upon completion of all transition in activities (but not before commencement of the Services) to the Agency's satisfaction;

b. Monthly Aircraft Availability Cost: [INSERT DOLLAR AMOUNT PRIOR TO CONTRACT SIGNATURE] per month less any Performance Abatements for the relevant operating month. Payable upon completion of the relevant operating month;

c. Monthly Flying Cost: [INSERT DOLLAR AMOUNT PRIOR TO CONTRACT SIGNATURE] per flying hour multiplied by the number of hours flown and approved by the ABF for the operating month. Payable upon completion of the relevant operating month;

d. Monthly Reimbursable Costs: Up to [INSERT DOLLAR AMOUNT PRIOR TO CONTRACT SIGNATURE] per month and payable on completion of the relevant operating month; and

e. Transition Out Costs: [INSERT DOLLAR AMOUNT PRIOR TO CONTRACT SIGNATURE] upon completion of all transition out activities to the Agency's satisfaction.

6.2. The Contractor may submit a claim for payment of each item following completion of the relevant milestone as set out in 6.1.

## 7. REIMBURSABLE EXPENSES

7.1. Reimbursable expenses under the Official Order are as specified in clause 6.1 of the Conditions of Deed and clause 4.5 of the Special Conditions.

## 8. INTELLECTUAL PROPERTY

***Record any Background or Third Party IP (if any), if none state Not Applicable***



Released by Department of Home Affairs under the *Freedom of Information Act 1982*

**9. EXECUTION**

SIGNED AS AN AGREEMENT

SIGNED for and on behalf of THE COMMONWEALTH OF AUSTRALIA:

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

In the presence of:

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

Released by Department of Home Affairs
under the *Freedom of Information Act 1982*

## ANNEXURE A: SPECIAL CONDITIONS

## 1. COMMONWEALTH POLICY

### 1.1 Payment Times Procurement Connected Policy

1.1.1. Definitions

a. In this clause:

| | |
|---|---|
| **Commonwealth Entity** | has the same meaning as it has in the *Public Governance, Performance and Accountability Act 2013* (Cth); |
| **Correctly Rendered Invoice** | means an invoice which is:<br>a. rendered in accordance with all of the requirements of the written Official Order (note that written Official Orders will often specify that the invoice must be a tax invoice and/or that certain information must be included in the invoice and/or the format of the invoice); and<br>a. for amounts that are correctly calculated and due for payment and payable under the terms of the written Official Order; |
| **Entrusted Person** | has the same meaning as it has in the *PTR Act*; |
| **Protected Information** | has the same meaning as it has in the *PTR Act*; |
| **PT PCP** | means the Commonwealth's '*Payment Times Procurement Connected Policy*'; |
| **PT PCP Evaluation Questionnaire** | means a questionnaire in substantially the form of Appendix C of the PT PCP; |
| **PT PCP Purpose** | means:<br>a. the review, evaluation, monitoring, assessment and reporting on the PT PCP, including the compliance by those Commonwealth suppliers (and their subcontractors) that are Reporting Entities; and<br>b. improving payment times to PT PCP Subcontractors; |
| **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 Remediation Plan** | means a written remediation plan substantially in the form of Appendix D of the PT PCP; |
| **PT PCP Subcontract** | means a subcontract between a Reporting Entity and another party (**Other Party**) where:<br>a. the subcontract is (wholly or in part) for the provision of goods or services for the purposes of the Official Order; |

Released by Department of Home Affairs under the *Freedom of Information Act 1982*

b. both parties are carrying on business in Australia; and

c. the component of the subcontract for the provision of goods or services for the purposes of the Official Order has a total value of less than (or is reasonably estimated will not exceed) $1 million (GST inclusive) 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 including work/Official Orders entered into that are valued up to $1 million (GST inclusive) under standing offer (panel) arrangements),

but does not include the following subcontracts:

d. subcontracts entered into prior to the Reporting Entities' Quotation;

e. subcontracts which contain standard terms and conditions put forward by the Other Party and which cannot reasonably be negotiated by the Reporting Entity; or

f. subcontracts for the purposes of:

i. procuring and consuming goods or services overseas; or

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);

**Reporting Entity** has the same meaning as it has in the *PTR Act*; and

**Reporting Entity Subcontractor** means any person that:

a. is a Reporting Entity; and

b. provides goods or services directly or indirectly to the Contractor for the purposes of the Official Order where the value of such goods or services are estimated to exceed $4 million (GST inclusive).

'**Reporting Entity Subcontract**' has a corresponding meaning.

Released by Department of Home Affairs under the *Freedom of Information Act 1982*

1.1.2. PT PCP Subcontracts

a. The Contractor must comply with the PT PCP.

b. If the Contractor enters into a PT PCP Subcontract, the Contractor must include in that subcontract:

i. a requirement for the Contractor to pay the PT PCP Subcontractor:

A. subject to clause 7.1.d, within 20 calendar days after the acknowledgement of the satisfactory delivery of the goods or services and receipt of a Correctly Rendered Invoice. If this period ends on a day that is not a Working Day, payment is due on the next Working Day; and

B. subject to clause 7.1.e, for payments made by the Contractor after the payment is due, the unpaid amount plus interest on the unpaid amount calculated in accordance with clause 7.1.f;

ii. a statement that the PT PCP applies to that subcontract; and

iii. a statement that the subcontractor may make a complaint to the PT PCP Policy Team or to the Commonwealth in accordance with the PT PCP if there has been non-compliance with the requirements of this clause 7.1.b.

c. If the Contractor enters into a Reporting Entity Subcontract in anticipation of (or after) entering this Official Order, the Contractor must use reasonable endeavours to include in that subcontract:

i. obligations equivalent to those in clause 7.1.a; and

ii. a requirement that if the Reporting Entity Subcontractor in turn enters into a Reporting Entity Subcontract, then that subcontract will include:

A. obligations equivalent to those in clause 7.1.a; and

B. obligations equivalent to this clause 7.1.c (such that the obligations in this clause 7.1.c are to continue to be flowed down the supply chain to all Reporting Entity Subcontractors).

d. Clause 7.1.b.i.A does not limit any obligation to comply with applicable legislation that provides for a shorter payment period than the period in clause 7.1.b.i.A.

e. The Contractor is not required to pay interest in accordance with clause 7.1.b.i.B if either:

i. the Commonwealth has failed to pay the Contractor in accordance with the timeframes and requirements under this Official Order; or

ii. the amount of the interest payable is less than $100 (GST inclusive).

f. For the purpose of clause 7.1.b.i.B, interest is to be calculated in accordance with the formula at clause 6.8.2 of the Deed.

1.1.3. PT PCP Evaluation Questionnaire

a. If requested in writing by the Commonwealth, the Contractor must properly complete and return a PT PCP Evaluation Questionnaire within 30 calendar days of the request.

Released by Department of Home Affairs under the *Freedom of Information Act 1982*

1.1.4. Non-compliance and remediation

a. If the Commonwealth considers or becomes aware that the Contractor has not or may not have complied with:

i. the requirements of clause 0; or

ii. the payment requirements of a PT PCP Subcontract,

the Commonwealth may direct the Contractor to provide to the Commonwealth either or both of the following within the timeframes specified by the Commonwealth:

iii. information to enable the Commonwealth to review the Contractor's compliance; or

iv. a properly completed PT PCP Remediation Plan.

b. The Contractor must complete all of the steps and activities contained in the PT PCP Remediation Plan provided under clause 7.1.a.iv.

c. If the Commonwealth considers that the Contractor has failed to comply with any of its obligations under this clause 1.1, without limiting the Commonwealth's rights and remedies at law or otherwise under this Official Order, the Commonwealth may do either or both of the following:

i. take the failure or non-compliance into account as part of the Commonwealth's monitoring of the Contractor's performance under this Official Order; or

ii. report the non-compliance (and provide a copy of the completed PT PCP Remediation Plan) to the PT PCP Policy Team.

d. The Contractor agrees that if it is the subject of a complaint in relation to its compliance with clause 0 or the associated payment provisions of a PT PCP Subcontract:

i. it will not take any prejudicial action against the complainant due to the complaint or any investigation or inquiry in relation to the complaint; and

ii. it will cooperate in good faith with the Commonwealth in connection with any investigation or inquiry and any attempt to resolve the complaint.

1.1.5. Consent

a. For any PT PCP Purpose, the Contractor consents to the Commonwealth:

i. using and sharing with any other Commonwealth Entity the information provided by the Contractor as part of a PT PCP Evaluation Questionnaire, a PT PCP Remediation Plan, or otherwise received or obtained by the Commonwealth in connection with this Official Order or a PT PCP Subcontract; and

ii. receiving information obtained under, or in accordance with, the PTR Act ('**Protected Information**') from an Entrusted Person and using such Protected Information.

b. By submitting a PT PCP Evaluation Questionnaire or a PT PCP Remediation Plan or other document in connection with the PT PCP that includes any personal information within the meaning of Privacy Act, the Contractor warrants and

Released by Department of Home Affairs under the *Freedom of Information Act 1982*

represents that it has obtained all necessary consents in accordance with relevant privacy laws to the collection, use and disclosure of such information in the manner contemplated by this clause 1.1.5. The Contractor will provide evidence of such consents to the Commonwealth on request.

1.1.6. Interpretation

a. A reference to the Commonwealth in clauses 1.1.3, a, d.ii and 1.1.5 includes the PT PCP Policy Team.

## 1.2 Indigenous Procurement

1.2.1 In this clause:

**High Value Contract** means a contract subject to the Mandatory Minimum Requirements, which apply where:

i. the goods and/or Services will be wholly delivered in Australia;

ii. the value of the goods and/or Services is $7.5 million (GST inclusive) or more;

iii. more than half the value of the Contract is being spent in one or more of the following industry sectors:

a. building, construction and maintenance services;

b. transportation, storage and mail services;

c. education and training services;

d. industrial cleaning services;

e. farming and fishing and forestry and wildlife contracting services;

f. editorial and design and graphic and fine art services;

g. travel and food and lodging and entertainment services;

h. politics and civic affairs services;

i. financial instruments, products, contracts and agreements;

j. mining and oil and gas services;

k. industrial production and manufacturing services;

l. environmental services;

m. management and business professionals and administrative services (sub-category exemptions apply);

n. engineering and research and technology based services;

o. financial and insurance services (sub-category exemptions apply);

Released by Department of Home Affairs under the *Freedom of Information Act 1982*

p. healthcare services;

q. personal and domestic services;

r. national defence and public order and security and safety services (sub-category exemptions apply); or

s. organisations and clubs; and

iv. the value of the contract is **not** being spent in one of the following specific sub-category industry sectors:

a. Lease and rental of property or building;

b. Land leases;

c. Residential rental;

d. Insurance and retirement services;

e. Retirement fund;

f. Military services and national defence; or

g. Military science and research.

| | |
|---|---|
| **Indigenous enterprise** | means an organisation that is 50% or more Indigenous owned that is operating a business. |
| **Indigenous Procurement Plan** | means a plan detailing how the Contractor will meet the minimum mandatory requirements for the Indigenous Procurement Policy (see template at Annexure E). |
| **Indigenous Procurement Policy** | means the policy of that name, as amended from time to time, available on the Indigenous Procurement Website available at: https://www.niaa.gov.au/indigenous-affairs/economic-development/indigenous-procurement-policy-ipp). |
| **Indigenous Procurement Website** | Means the website at https://www.niaa.gov.au/indigenous-affairs/econo mic-development/indigenousprocurement-policy-ipp. |
| **Mandatory Minimum Requirements** or **MMR** | means the mandatory minimum Indigenous participation requirements imposed for High Value Contracts by the Indigenous Procurement Policy. |
| **Remote Area** | means the areas identified in the Remote Indigenous Procurement Policy map on the National Indigenous Australians Agency website, as updated from time to time. |

Released by Department of Home Affairs under the *Freedom of Information Act 1982*

1.2.2 It is Commonwealth policy to stimulate Indigenous entrepreneurship and business development, providing Indigenous Australians with more opportunities to participate in the economy.

1.2.3 The Contractor must use its reasonable endeavours to increase its:

a. purchasing from Indigenous enterprises; and

b. employment of Indigenous Australians,

in the delivery of the Services.

1.2.4 The Contractor must comply with the Indigenous Participation Plan.

1.2.5 Purchases from Indigenous enterprises may be in the form of engagement of an Indigenous enterprise as a subcontractor, and use of Indigenous suppliers in the Contractor's supply chain.

1.2.6 The Contractor must provide a written report to the Department via the Indigenous Procurement Policy Reporting Solution (IPPRS) on its compliance with the Indigenous Participation Plan, as follows:

a. at least once every quarter during the term of the Contract; and

b. within five (5) Working Days after the end of the Contract (**End of Term Report**).

1.2.7 The End of Term Report must identify whether the Contractor:

a. met the Mandatory Minimum Requirements; and

b. complied with the Indigenous Participation Plan.

1.2.8 If the Contractor did not meet the Mandatory Minimum Requirements or did not comply with the Indigenous Participation Plan it must provide an explanation for its non-compliance.

1.2.9 Throughout the term of the Contract, the Contractor is responsible for managing the Contractor's access to the IPPRS portal including by managing the:

a. enabling of its authorised personnel's access; and

b. disabling of its authorised personnel's access.

1.2.10 The Contractor must comply with all reasonable directions issued by the Commonwealth in relation to the Contractor's implementation of the Indigenous Participation Plan.

1.2.11 If at any time the Commonwealth reasonably believes that the Contractor:

a. may be or may become unable to comply with the Indigenous Participation Plan; or

b. is unlikely to meet the Mandatory Minimum Requirements as set out in the Indigenous Participation Plan,

the Commonwealth may require the Contractor to provide additional detail in relation to its implementation of and overall ability to comply with the Indigenous Participation Plan.

1.2.12 Without limiting its other rights under the Contract or at law, any material failure by the Contractor to:

a. implement the Indigenous Participation Plan; or

b. comply with a direction issued by the Commonwealth under clause 1.2.10,

will be a breach of this Contract, and the Commonwealth may terminate this Contract in accordance with clause 11.2 of the Conditions of Deed.

Released by Department of Home Affairs under the *Freedom of Information Act 1982*

1.2.13 Notwithstanding any other clause of the Contract, the Contractor acknowledges and agrees that the reports it submits:

a. will be recorded in a central database that is able to be accessed by Commonwealth entities and may be made publicly available;

b. will not be considered to be the Contractor's Confidential Information; and

c. may be used by Commonwealth entities for any purpose, including for evaluation of an offer to provide goods and/or services to a Commonwealth entity.

**1.3 Notification of Significant Events**

1.3.1 For the purposes of this clause, 'Significant Event' means:

a. any adverse comments or findings made by a court, commission, tribunal or other statutory or professional body regarding the conduct or performance of the Contractor or its officers, employees, agents or Subcontractor that impacts or could be reasonably perceived to impact on their professional capacity, capability, fitness or reputation; or

b. any other significant matters, including the commencement of legal, regulatory or disciplinary action involving the Contractor or its officers, employees, agents or subcontractors, that may adversely impact on compliance with Commonwealth policy and legislation or the Commonwealth's reputation.

1.3.2 The Contractor must immediately issue the Commonwealth a notice on becoming aware of a Significant Event.

1.3.3 The notice issued under special condition 1.3.2 must provide a summary of the Significant Event, including the date that it occurred and whether any Contractor Personnel or other personnel engaged in connection with the Services were involved.

1.3.4 The Commonwealth may notify the Contractor in writing that an event is to be considered a Significant Event for the purposes of this clause, and where this occurs the Contractor must issue a notice under special condition 1.3.2 in relation to the event within three (3) Working Days of being notified by the Commonwealth.

1.3.5 Where reasonably requested by the Commonwealth, the Contractor must provide the Commonwealth with any additional information regarding the Significant Event within three (3) Working Days of the request.

1.3.6 If requested by the Commonwealth, the Contractor must prepare a draft remediation plan and submit that draft plan to the Commonwealth Representative for approval within ten (10) Working Days of the request.

1.3.7 A draft remediation plan prepared by the Contractor under special condition 1.3.6 must include the following information:

a. how the Contractor will address the Significant Event in the context of the Services, including confirmation that the implementation of the remediation plan will not in any way impact on the delivery of the Services or compliance by the Contractor with its other obligations under the Contract; and

b. how the Contractor will ensure events similar to the Significant Event do not occur again; and

c. any other matter reasonably requested by the Commonwealth.

1.3.8 The Commonwealth will review the draft remediation plan and either approve the draft remediation plan or provide the Contractor with the details of any changes that are required. The Contractor must make any changes to the draft remediation plan reasonably requested by the Commonwealth and resubmit the draft remediation plan to the Commonwealth for approval within three (3) Working Days of the request unless a different timeframe is agreed in writing by the Commonwealth. This special condition 1.3.8 will apply to any resubmitted draft remediation plan.

Released by Department of Home Affairs under the *Freedom of Information Act 1982*

1.3.9 Without limiting its other obligations under the Contract, the Contractor must comply with the remediation plan as approved by the Commonwealth. The Contractor agrees to provide reports and other information about the Contractor's progress in implementing the remediation plan as reasonably requested by the Commonwealth.

1.3.10 A failure by the Contractor to comply with its obligations under this clause will be a material breach of the Contract. The Commonwealth's rights under this clause are in addition to and do not otherwise limit any other rights the Commonwealth may have under the Contract. The performance by the Contractor of its obligations under this clause will be at no additional cost to the Commonwealth.

**1.4 Compliance with the Commonwealth Supplier Code of Conduct**

1.4.1 For the purposes of this clause, '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.

1.4.2 The Contractor must comply with, and ensure that it's officers, employees, agents and subcontractors comply with, the Code in connection with the performance of this Contract.

1.4.3 The Contractor must:

a. periodically monitor and assess its, and its officers', employees', and agents' compliance with the Code; and

b. on request from the Commonwealth, promptly provide information regarding:

i. the policies, frameworks, or systems it has established to monitor and assess compliance with the Code, and

ii. the Contractor's compliance with clause 1.4.2.

1.4.4 The Contractor must immediately issue the Commonwealth a notice on becoming aware of any breach of clause 1.4.2. The notice must include a summary of the breach, the date that the breach occurred, and details of the personnel involved.

1.4.5 Where the Commonwealth identifies a possible breach of clause 1.4.2, it may issue the Contractor a notice, and the Contractor must, within three (3) Working Days of receiving the notice, either:

a. where the Contractor considers a breach has not occurred: advise the Commonwealth that there has not been a breach and provide information supporting that determination; or

b. where the Contractor considers that a breach has occurred: issue a notice under clause 1.4.4 and otherwise comply with its obligations under this clause 1.4.

1.4.6 Notwithstanding clause 1.4.5, a Commonwealth may notify the Contractor in writing that it considers that the Contractor has breached clause 1.4.2, in which case the Contractor must issue a notice under clause 1.4.4 and otherwise comply with its obligations under this clause 1.4.

1.4.7 A failure by the Contractor to comply with its obligations under any part of this clause will be a material breach of the Contract.

Released by Department of Home Affairs under the *Freedom of Information Act 1982*

1.4.8 Nothing in this clause or the Code limits, reduces, or derogates from the Contractor's other obligations under the Contract. The Commonwealth's rights under this clause are in addition to and do not otherwise limit any other rights the Commonwealth may have under the Contract. The performance by the Contractor of its obligations under this clause will be at no additional cost to the Commonwealth.

1.4.9 The Contractor agrees that the Commonwealth or any other Commonwealth agency may take into account the Contractor's compliance with the Code in any future approach to market or procurement process.

**1.5 National Anti-Corruption Commission Act 2022 (Cth) Requirements**

1.5.1 The Contractor acknowledges that in providing the Services to the Commonwealth under the Contract, it is a contracted Contractor for the purposes of the *National Anti-Corruption Commission Act 2022* (Cth) (NACC Act).

1.5.2 The Contractor 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.

**1.6 Not Used**

**1.7 Security requirements**

1.7.1 In this clause:

a. **ABF Act** means the *Australian Border Force Act 2015* (Cth).

b. **AGSVA** means the Australian Government Security Vetting Agency;

c. **Official Information** means any information developed, received or collected by or on behalf of the Commonwealth of Australia through its agencies and contracted providers;

d. **Official Resources** includes:

i. Official Information;

ii. people who work for or with the Commonwealth; and

iii. assets belonging to (even if in the possession of contracted suppliers) or in the possession of the Commonwealth;

e. **Protective Security Policy Framework** is the *Australian Government protective security policy*, amended from time to time;

f. **Security Classified Information** means Official Information that, if compromised, could have adverse consequences for the Commonwealth; and

g. **Security Incident** means a security breach, violation, contact or approach which (whether intentional, inadvertent or incidental) is unauthorised access to Official Resources. This includes deployment of ransomware or other cyber code and/or software to gain unauthorised access to Official Resources.

Released by Department of Home Affairs under the *Freedom of Information Act 1982*

**General Security Obligations**

1.7.2 The Contractor must ensure that the Contractor Personnel comply with:

a. all relevant security requirements specified in the Protective Security Policy Framework;

b. any security requirements specified in the Tasking Statement; and

c. any variations or additional security requirements that the Commonwealth (in its absolute discretion) notifies to the Contractor in writing, including any changes to the requirements referred to in clauses 1.7.2.a and 1.7.2.b.

1.7.3 The Contractor must comply with any such varied or additional security requirement from the date specified in the notice (or five (5) Working Days after it receives the notice if no date is specified) under clause 1.7.2.c.

1.7.4 The Contractor acknowledges that in performing the Contract, it may become subject to certain statutory provisions relating to security and security issues, and must ensure that the Contractor Personnel are aware of, and comply, with those statutory provisions.

1.7.5 Subject to clause 9.1 of the Deed, the Contractor may apply to the Commonwealth for a variation in the Contract Price if the Contractor can substantiate that changes to the security requirements pursuant to clause 1.7.2.c have cost implications for it.

**Security clearances and Employment Security Clearances**

1.7.6 To comply with the eligibility requirements of the Protective Security Policy Framework, security clearances for access to security classified resources must not be provided to anyone who is not an Australian citizen.

1.7.7 All individuals who require non-public access to the Commonwealth's resources (including ICT systems, information and facilities), or any individual lawfully directed in accordance with the ABF Act, must undergo employment suitability screening and be granted an Employment Suitability Clearance as well as hold a minimum baseline security clearance from the AGSVA.

1.7.8 The Contractor must not permit any of the Contractor Personnel to have any access to any security classified resources, or any of the Commonwealth facilities, information or ICT systems) which are not publicly available, unless:

a. that person(s) has been assessed and:

i. cleared by the Commonwealth's Employment Suitability Clearance Team; and

ii. received a minimum baseline security clearance provided by the AGSVA; and

b. the Commonwealth has given written authority for the Contractor Personnel to access such resources, premises, information and systems.

1.7.9 The Contractor must ensure that at all times during the term of the Contract a sufficient number of the Contractor Personnel hold the appropriate security level to enable efficient provision of the Services.

1.7.10 The Contractor must inform the Commonwealth immediately upon becoming aware that:

a. a person has had their security clearance revoked or denied by AGSVA; or

b. a person who is not assessed and cleared by AGSVA has had access to Commonwealth's resources which are not publicly available.

Released by Department of Home Affairs under the *Freedom of Information Act 1982*

1.7.11 The Contractor must provide any information to the Commonwealth, as reasonably requested for the Commonwealth to undertake reasonable investigations for the purposes of this clause 1.7.

1.7.12 The Commonwealth may, from time to time, notify the Contractor that particular Contractor Personnel must hold a particular level of Commonwealth security clearance and the Contractor must comply with, and ensure the Contractor Personnel act in accordance with, that notice.

1.7.13 Unless otherwise specified in the Tasking Statement, the Contractor is responsible for all costs associated with obtaining security clearances or obtaining authorisation under this clause 1.7.

**Official Information**

1.7.14 In relation to Official Information, the Contractor must:

a. if and when requested by the Commonwealth, arrange for it and the Contractor Personnel to promptly execute a declaration of interest and deed of non-disclosure, in a form reasonably required by the Commonwealth, relating to the use and non-disclosure of Official Information in connection with the Contract;

b. promptly notify and disclose to the Commonwealth any conflict of interest affecting it or the Contractor Personnel that may impact on security in the performance of the Contractor's obligations with respect to Official Information under the Contract;

c. promptly inform, and keep informed, the Contractor Personnel in respect of all the Commonwealth's security requirements and the Contractor's security obligations under the Contract, including that the obligation to maintain confidentiality of Official Information is ongoing (notwithstanding termination or expiry of the Contract or the Contractor Personnel's involvement with the Contract);

d. ensure that the Contractor Personnel have and use systems, that meet the designated information security standards under the Australian Government Information Security Manual, for the electronic processing, storage, transmission and disposal of Official Information;

e. ensure that the Contractor Personnel notify the Commonwealth immediately of any actual or suspected security incident, security infringement, security violation or security breach in connection with the Contract, including where it may impact upon the provision of the Services, or Official Information held by or in the control of the Contractor; and

f. on termination or expiry of the Contract, ensure that the Contractor Personnel:

   i. delete all Official Information from their respective ICT systems; and

   ii. return all Commonwealth resources and assets to the Commonwealth,

except to the extent that a law requires it to be retained by them, in which event the retained information, resource or asset continues to be subject to all security requirements applying under the Contract.

Released by Department of Home Affairs under the *Freedom of Information Act 1982*

**Security Classified Information**

1.7.15 In relation to Security Classified Information, the Contractor must:

a. not to permit any of the Contractor Personnel to have any access to Security Classified Information unless:

i. the relevant person has:

(A) a security clearance to the appropriate level and a need-to-know;

(B) received prior written authorisation from the Commonwealth to access the Security Classified Information; and

(C) undergone any training specified in 1.7.25 relating to access and use of Security Classified Information;

b. prevent access to Security Classified Information by any individual whose security clearance has lapsed or been revoked or who no longer requires access;

c. notify the Commonwealth immediately upon becoming aware of any unauthorised access to Security Classified Information and the extent and nature of that access (whether incidental or accidental access, or by any of the Contractor Personnel), and must comply with any reasonable directions of the Commonwealth in order to rectify the security incident;

d. not transfer Security Classified Information outside of Australia, without the prior written approval of the Commonwealth.

**Handling of information**

1.7.16 The Contractor and the Contractor Personnel must handle any information received from the Commonwealth under the Contract in accordance with all Commonwealth legislative requirements, directions and policies, including but not limited to:

a. *Crimes Act 1914* (Cth)

b. *Criminal Code Act 1995* (Cth);

c. *Privacy Act 1988* (Cth);

d. *Freedom of Information Act 1982* (Cth); and

e. *Australian Border Force Act 2015* (Cth).

1.7.17 The Contractor must draw all Commonwealth legislative requirements, directions and policies addressing the handling of information received from the Commonwealth to the attention of all Contractor Personnel involved in providing the Services.

**Physical Security**

1.7.18 The Contractor may only access the Commonwealth's premises if it:

a. has the Commonwealth's written authorisation; and

b. complies with the Commonwealth's requirements set out in the Contract or otherwise notified by the Commonwealth.

Released by Department of Home Affairs under the *Freedom of Information Act 1982*

1.7.19 Not used.

1.7.20 Not used.

1.7.21 The Contractor must ensure that the Contractor Personnel safeguard any keys, passwords, building passes or other material detailing access arrangements that are provided to the Contractor for the purposes of the Contract.

1.7.22 The Contractor must protect any Official Resources it possesses or controls to the same extent as if it were the Commonwealth, including ensuring that unauthorised persons cannot access any Official Information.

**Notifications of breach**

1.7.23 The Contractor must proactively monitor compliance with its obligations under this clause 1.7, and if it becomes aware of any breach or potential breach of those obligations, then it must provide the Commonwealth immediate notice of that breach or potential breach, and will:

a. immediately comply with all directions of the Commonwealth in order to address the incident or breach, and ensure it does not occur again;

b. provide all information requested by the Commonwealth in relation to a breach of this clause 1.7;

c. take all action necessary to:

ii. eliminate or minimise the impact of such breach or potential breach; and

iii. prevent any repeat of such breach in the future; and

d. retain evidence and logs regarding the incident to help in determining cause, damage and likely source.

**Security breaches**

1.7.24 The Contractor acknowledges and agrees that if any Contractor Personnel loses their security clearances or causes a security breach, then the Commonwealth may:

a. after consultation with the Contractor, require the replacement of that person; or

b. immediately terminate the Contract under clause 11.2 of the Deed.

**Security training**

1.7.25 The Contractor must, upon request by the Commonwealth, ensure that the Contractor Personnel undertake the training specified in the Tasking Statement or as notified by the Commonwealth.

**Audit by the Commonwealth**

1.7.26 The Commonwealth may audit the Contractor's compliance with the arrangements, policies, procedures, restrictions and safeguards required under this clause 1.7 from time to time.

Released by Department of Home Affairs under the *Freedom of Information Act 1982*

## 1.8 Immigration and Border Protection Workers

1.8.1 In this clause:

**ABF Act** means the *Australian Border Force Act 2015* (Cth).

**Contracted Person** includes the Contractor's agents, subcontractors, consultants, professional advisers and contracted staff, but does not include the Contractor's employees.

1.8.2 The Contractor acknowledges that it, its employees and Contracted Persons (including the Key Persons) may be Immigration and Border Protection Workers as determined by the Secretary or Australian Border Force Commissioner under section 5 of the ABF Act.

1.8.3 The Contractor acknowledges that Immigration and Border Protection Workers must comply with:

a. requirements and directions that may be issued under Part 5 of the ABF Act relating to alcohol and drug tests;

b. secrecy and disclosure provisions in Part 6 of the *ABF Act*;

c. Directions given by the Secretary or the Australian Border Force Commissioner to Immigration and Border Protection Workers from time to time, which may include directions about security clearances, drugs and alcohol, mandatory reporting and professional standards or other matters;

d. any other obligations under the *ABF Act*; and

e. Departmental policies issued by the Department to Immigration and Border Protection workers, as applicable.

1.8.4 The Contractor must ensure that its employees and Contracted Persons who are Immigration and Border Protection Workers are aware of and comply with their obligations under the ABF Act and applicable Departmental policies.

1.8.5 At the date of commencement of the Services, the directions and Departmental policies applicable to Immigration and Border Protection Workers are available on an ongoing basis on the following Department website: Integrity and professional standards (homeaffairs.gov.au)

1.8.6 The Contractor must include written terms and conditions in any agreement that it enters into with Contracted Persons, obliging such Contracted Persons, if they are Immigration and Border Protection Workers, to:

a. Be aware of and comply with their obligations under the *ABF Act* and applicable Departmental directions and policies;

b. Ensure that their employees and Contracted Persons are aware of and comply with their obligations under the *ABF Act* and applicable Departmental policies; and

c. Ensure that they have the right to cease the involvement of their employees and Contractor Personnel in the performance of the Services, if so requested by the Commonwealth under this clause 1.8.

1.8.7 If the Contractor or its employees or Contracted Persons, including the Key Persons:

a. breach this clause 1.8;

b. fail at any time to comply with their obligations under the *ABF Act* or applicable Departmental policies; or

Released by Department of Home Affairs under the *Freedom of Information Act 1982*

c. fail to exercise any right to cease the involvement of any of their employees or Contracted Persons in the performance of the Services, if so requested by the Commonwealth under this clause,

then the Commonwealth may (without limiting or affecting the Commonwealth's rights at law or otherwise), by written notice, in its absolute discretion:

d. require that the Contractor immediately cease the involvement of specified employees or Contracted Persons, including Key Persons, in the performance of all or part of the Services;

e. immediately revoke its approval of a Subcontractor under the Contract; or

f. immediately terminate the Contract, whether or not the breach, failure or conduct is capable of being remedied,

without liability and at no additional cost to the Commonwealth.

1.8.8 Without limiting or affecting the Commonwealth's rights at law or otherwise, the Commonwealth may also claim damages in connection with any of the matters set out in clause 1.8.7.

1.8.9 The Contractor acknowledges that the Commonwealth's rights under this clause 1.8 are in addition to the rights of the Secretary and the Australian Border Force Commissioner under section 57 of the ABF Act, and in particular their rights to require that persons cease to perform services for the Commonwealth or to terminate the Contract.

1.8.10 Any termination of the Contract by the Secretary or the Australian Border Force Commissioner under section 57 of the ABF Act is also a valid termination under the terms and conditions of the Contract.

## 2. DEPLOYMENTS

### 2.1 Deployment Requests

2.1.1 The Commonwealth may, but is not required to, issue the Contractor with deployment requests under this clause 2 from time to time (**Deployment Requests**).

2.1.2 Deployment Requests will be in the form of Annexure C (or such other form as the parties agree from time to time).

2.1.3 If the Contractor requires further information from the Commonwealth to respond to a Deployment Request, the Contractor must promptly inform the Commonwealth of the information that is required.

### 2.2 Responding to a Deployment Request

2.2.1 Subject to clause 2.1.3, the Contractor must respond to a Deployment Request within the time period stated within the Deployment Request by completing the relevant parts of the Deployment Request and providing any other relevant information.

2.2.2 The Contractor's response to a Deployment Request must be:

a. complete and self-contained;

b. consistent with the Quotation that resulted in the award of this Contract (in relation to calculation of costs and the provision of Services); and

c. provided to the Commonwealth in writing.

2.2.3 If the Commonwealth considers that the Contractor's response to a Deployment Request is not consistent with clause 2.2.2, the Commonwealth may require the Contractor to submit a further response. The Contractor must do so promptly.

Released by Department of Home Affairs under the *Freedom of Information Act 1982*

2.2.4 The Commonwealth may require the Contractor to clarify any aspect of a response to a Deployment Request, which the Contractor must do promptly.

2.2.5 The Commonwealth may require the Contractor to discuss any aspect of a response to a Deployment Request.

2.2.6 If the Commonwealth issues a Deployment Request to the Contractor:

a. the Commonwealth's consideration of the Contractor's response and any decision to issue a Deployment Order is at the Commonwealth's sole and absolute discretion; and

b. the provision of such a response to a Deployment Request is at the Contractor's cost.

### 2.3 Deployment Order

2.3.1 If the Commonwealth wishes to engage the Contractor for a particular deployment based on the Contractor's response to a Deployment Request, the Commonwealth may issue a deployment order in the form set out at Annexure D (or such other form as the parties agree from time to time) (**Deployment Order**).

2.3.2 The Contractor agrees that a Deployment Order is deemed to form part of the Contract once issued by the Commonwealth in accordance with clause 2.3.1.

2.3.3 Where a Deployment Order is issued, the Contractor must comply with a Deployment Order in accordance with:

a. the terms of a Deployment Order;

b. the terms of the Official Order;

c. the Quotation; and

d. the Deed.

2.3.4 Where there is any inconsistency between the documents listed in clause 2.3.3, the higher listed document prevails.

## 3. TERMINATION

### 3.1 Commonwealth termination rights

3.1.1 In addition to the circumstances set out in clause 11.2.1 of the Deed, the Commonwealth may terminate the Contract if the Contractor breaches the requirements of any Deployment Order (defined in clause 2.3) and (if the breach is capable of remedy) has not remedied the breach within 2 Working Days of the Commonwealth notifying the Contractor of the breach.

Released by Department of Home Affairs under the *Freedom of Information Act 1982*

## 4. ADDITIONAL CONTRACTOR OBLIGATIONS

### 4.1 Complying with plans

4.1.1 The Contractor must comply with all plans developed (and approved by the Commonwealth) pursuant to the Tasking Statement.

### 4.2 Alcohol

4.2.1 Alcohol must not be supplied to any Passengers or the Security Escort at any time during the provision of the Services.

### 4.3 Air Operator's Certificates

4.3.1 The Contractor must provide details of the Air Operator's Certificate and the Contractor or the Operator (as the case may be) must prior to the commencement of Services provide to the Commonwealth a copy of the relevant:

a. Air Operator's Certificate; or

b. Non-Scheduled Flight Permission.

### 4.4 Aircraft Operator and Crew

4.4.1 Where the Contractor will not operate the Aircraft, the Contractor must provide details of the Operator which will operate the Aircraft.

4.4.2 Upon written request of the Commonwealth, the Contractor must provide the name, nationality, citizenship and passport details of the Aircraft crew.

s. 47G(1)(a)

Released by Department of Home Affairs
under the *Freedom of Information Act 1982*

**Annexure B – AIP Plan** [May be requested after Official Order is signed]

Released by Department of Home Affairs
under the *Freedom of Information Act 1982*

**Annexure C – Deployment Requests**

Released by Department of Home Affairs
under the *Freedom of Information Act 1982*

## MOVEMENT TABLE

**CARGO**

| Loading Location | Date Equipment Available | Move No Later than Date | Unloading Location | Delivery Date | QTY | Description | Weight (kg) | Vol (m3) | Length (m) | Width (m) | Height (m) | Total Weight (kg) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |

**PASSENGERS**

| Date Passengers available for loading | Delivery Date | Move no later than Date | Loading Location | Unloading Location | Pax No. | Total Pax weight (average 86kg per pax) | Remarks/meal/accommodation requirements |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

**GFM/other support including Commonwealth Personnel to be supplied on-site by the Commonwealth**

| GFM / Other Support | Delivery Details | Location | Description |
|---|---|---|---|
| | | | |
| | | | |
| | | | |

Released by Department of Home Affairs
under the *Freedom of Information Act 1982*

**Contractor to complete:**

| ***Aircraft Specifications*** | |
|---|---|
| Type of Aircraft | |
| Registration | |
| Maximum payload uplift capacity of Passengers and/or Cargo based on the route to be operated | |
| Description of the capability of the Aircraft to undertake the Services outlined in the Deployment Request | |
| Aircraft Cargo Handling | |
| Fuel Supply Arrangements | |
| ***Operator Details*** | |
| | |
| ***Aircraft Operator and Crew Details*** | |
| | |

| ***Subcontracting Arrangements*** | | | |
|---|---|---|---|
| Subcontractor (include the full legal entity name and ABN) | Work to be Subcontracted | Services | Comments |
| | | | |
| | | | |
| | | | |
| | | | |

Released by Department of Home Affairs under the *Freedom of Information Act 1982*

| ***Details of any necessary updates to the following matters set out in the Quotation:*** <br>• ***Contractor's approach to Services*** <br>• ***Risk assessment*** <br>• ***Authorisations*** <br>• ***Other Information*** |
| --- |
| |

Released by Department of Home Affairs
under the *Freedom of Information Act 1982*

**Annexure D – Deployment Order**

**DEPLOYMENT ORDER**

| | |
|---|---|
| **Purchase Order Number:** | **[INSERT NUMBER]** |
| **Tasking Statement Reference No.:** | **[INSERT NUMBER]** |
| Official Order Date: | **[INSERT DATE]** |
| Contractor Details: | **[INSERT NAME OF CONTRACTOR]**<br>**[INSERT A.B.N/A.C.N AND A.R.B.N (IF APPLICABLE)]**<br>**[INSERT ROMAN VENDOR NUMBER]**<br>**[INSERT POSTAL ADDRESS AND EMAIL]**<br>**[INSERT PHONE AND FAX NUMBERS].** |
| Commonwealth Details: | **[INSERT NAME OF AUTHOROSED OFFICER]**<br>**[INSERT POSTAL ADDRESS AND EMAIL]**<br>**[INSERT PHONE AND FAX NUMBERS].** |

| |
|---|
| **Background:** |
| **Task Description:** |
| **Deployment Request date and reference: [insert]** |

I accept the above mentioned response to the Deployment Request and issue this Deployment Order. The Contractor must deliver the requirement set out in the Deployment Request.

| **Authorised Officer:** | |
|---|---|
| Name: | |
| Appointment: | |
| Telephone: | E-mail: |
| Address: | |
| Signed: | |

Released by Department of Home Affairs under the *Freedom of Information Act 1982*

**Annexure E – Indigenous Procurement Plan – Template**

Released by Department of Home Affairs
under the *Freedom of Information Act 1982*

**INDIGENOUS PARTICIPATION PLAN**

INSERT NAME OF CONTRACTOR]

1. This is an Indigenous Participation Plan submitted as part of the Quotation in response to [INSERT TASKING STATEMENT NUMBER] (**Tasking Statement**).

2. If selected as the [Contractor] following evaluation of Quotations received in response to the Tasking Statement, Contractor will meet the mandatory minimum requirements for the purposes of the Indigenous Procurement Policy:

at the contract-based level, in which regard at least:

- ____[INSERT] percentage of Contractor's full time equivalent Australian-based workforce deployed on the contracted project must be Indigenous Australians over the initial term of the Contract; and

- ____[INSERT] percentage of the value of the work performed under the Contract will be subcontracted to Indigenous enterprises over the initial term of the Contract; or

at the organisation-based level, in which regard at least:

- ____[INSERT] percentage of Contractor's full time equivalent Australian-based workforce will be Indigenous Australians over the Initial Term; and

- ____[INSERT] percentage of the value of Contractor's Australian supply chain will be subcontracted to Indigenous enterprises over the Initial Term.

[Note to Contractors: Select which option(s) apply based on the requirements set out in the guidance in Annex A - Quotation.]

3. To meet the Mandatory Minimum Requirements for the purposes of the Indigenous Procurement Policy, [CONTRACTOR] will undertake the following:

- **Note to Contractor:** the Contractor should insert details of how it will meet the Mandatory Minimum Requirements (which may include details of its current workforce / supply chain) at either / both the contract / organisation level and how it will go about meeting the requisite percentages to meet the Mandatory Minimum Requirements for Indigenous participation.
- **Note to Contractor:** the Contractor should note the Mandatory Minimum Requirements are averages over the initial term of any resultant Contract. Accordingly, the Contractor should detail its approach to achieving the specified targets over the initial term.

Released by Department of Home Affairs under the *Freedom of Information Act 1982*

4. [CONTRACTOR'S] rate of Indigenous employment and Indigenous supplier use as at the Quotation Closing Time is:

5. [CONTRACTOR] demonstrates its commitment to Indigenous participation as follows:

6. [CONTRACTOR] will meet the Mandatory Minimum Requirements:
   - directly; or
   - through subcontracts.

[Contractor to detail its approach to meeting the Mandatory Minimum Requirements directly or through subcontracts.]

**Remote Area Official Order**

7. A component of any resultant Official Order will be delivered in a Remote Area. [CONTRACTOR] proposes to ensure the Official Order will deliver a significant Indigenous employment or Indigenous supplier use outcome in that Remote Area as follows:

Released by Department of Home Affairs under the *Freedom of Information Act 1982*