Australian Government

Department of Home Affairs

Aerial Surveillance Services

SON30704222 - RFQ-ABFCMC25

ATTACHMENT A - PRICING RETURNABLE SCHEDULE

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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.

Authorised Officer:	
Name:	s. 22(1)(a)(ii)
Appointment:	Senior Director Civil Maritime Procurement
E-mail:	civilmaritimecapabilityprocurement@abf.gov.au
Address:	s. 47F(1), s. 47G(1)(a)

Contractor Representative:	
Name: s. 47F(1), s. 47G(1)(a)	
Appointment: Director of Sales and Marketing	
Telephone: s. 47F(1), s. 47G(1)(a)	E-mail: s. 47F(1), s. 47G(1)(a) CC: s. 47F(1), s. 47G(1)(a)
Address: s. 47F(1), s. 47G(1)(a)	

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OFFICIAL ORDER

Purchase Order Number:	To be advised after execution of Official Order
Tasking Statement Reference No.:	RFQ-ABFCMC25
Official Order Date: (Official Order will be issued in accordance with clause 1.7 of the Deed)	31 October 2025
Contractor Details:	Skytraders Pty Ltd ABN 31 001 851 921 180 Jersey Road, s. 47G(1)(a)
Commonwealth Details:	s. 22(1)(a)(ii) Superintendent, Marine Logistics and Aviation Australian Border Force 3 Molonglo Drive, Canberra Airport Email: s. 22(1)(a)(ii) @abf.gov.au and s. 22(1)(a)(ii) @homeaffairs.gov.au

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 the Deed, this Official Order and any other documents expressly referred to as forming part of this Official Order, together constitute a Contract between the Commonwealth and the Contractor. For clarity, this Official Order includes the following Annexures:

a. Annexure A: Special Conditions;

b. Annexure B: Tasking Statement;

c. Annexure C: Deployment Request;

d. Annexure D: Deployment Order; and

e. Annexure E: Indigenous Procurement Plan.

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

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.

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3. STATEMENT OF WORK

3.1 The Contractor shall perform the Services required by the Tasking Statement 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 issued by the Authorised Officer or Commonwealth Representative.

4. KEY PERSONS

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

Name	Task Title/ Duties	Labour Category (if applicable)
s. 47F(1)	Deputy CEO	Client Relationship and Contract Management
s. 47F(1)	Director of Commercial	Commercial/Legal Management
s. 47F(1)	Director of Operations	Program & Operations Management

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
Not applicable			

s. 47G(1)(a)

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s. 47G(1)(a)

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

7. REIMBURSABLE COSTS

7.1 Reimbursable Costs payable to the Contractor under the Official Order are as specified in clause 6.1 of the Deed and clause 4.5 of the Special Conditions and are payable subject to this clause 7.

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s. 22(1)(a)(ii)

9. SUBCONTRACTORS

Subcontractor	Work to be Subcontracted	Services
Metrea Australia Pty Ltd (Metrea) s. 22(1)(a)(ii)	s. 47G(1)(b)	
Bombardier Aerospace Australia Pty Ltd s. 22(1)(a)(ii)		
Jet Aviation Australia Pty Ltd s. 22(1)(a)(ii)		

10. EXECUTION

SIGNED AS AN AGREEMENT

SIGNED for and on behalf of THE COMMONWEALTH OF AUSTRALIA:

s. 22(1)(a)(ii) s. 22(1)(a)(ii) COLE SPENCER 31 OCTOBER 2025
FIRST ASSISTANT SECRETARY, CIVIL MARITIME

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

In the presence of:

s. 47F(1) s. 47F(1) 31/10/2025

(print name) (date)

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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: 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 b. 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: 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 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: a. the subcontract is (wholly or in part) for the provision of goods or services for the purposes of the Official Order;

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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 is estimated to exceed $4 million (GST inclusive).

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

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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 1.1.2.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 1.1.2.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 1.1.2.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 1.1.1.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 1.1.2a; 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 1.1.2.a; and

B. obligations equivalent to this clause 1.1.2.c (such that the obligations in this clause 1.1.2.c are to continue to be flowed down the supply chain to all Reporting Entity Subcontractors).

d. Clause 1.1.2.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 1.1.2.b.i.A.

e. The Contractor is not required to pay interest in accordance with clause 1.1.2.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 1.1.2.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.

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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 1.1.2; 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 1.1.4.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 1.1.2 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.

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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 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, 1.1.4.a, 1.1.4.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);

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n. engineering and research and technology based services;

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

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.

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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 the Deed.

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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.

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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.

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.

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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. For avoidance of doubt, any data collected by the Contractor while undertaking surveillance activities under this Official Order is Official Information;

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.

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.

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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), any individual lawfully directed in accordance with the ABF Act, and all of the Contractor's aircrew and Key Personnel, 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.

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.

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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:

i. meet the designated information security standards under the Australian Government Information Security Manual (including the applicable Essential Eight controls as demonstrated by an Infosec Registered Assessors Program (IRAP) security assessment and penetration test, to be reviewed and accepted by the Commonwealth's Cyber Security lead (i.e. the Information Technology Security Adviser [ITSA])); and

ii. comply with the Commonwealth's cyber security policies and procedures (including the Cyber Security Incident Response Plan – Procedural Instruction (20 December 2023) and the Australian Cyber Security Centre Cloud Security Guidance),

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.

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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 clause 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. ensure that the Contractor Personnel store and handle Security Classified Information and resources in premises and facilities that meet the minimum standards set by the Commonwealth for storage and handling of such information and/or resources, as applicable, for the relevant security classification level (as set out in the Protective Security Policy Framework); and

e. 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:

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

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

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.

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1.8 Immigration and Border Protection Workers

1.8.1 In this clause 1.8:

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

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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 a deployment request under this clause 2 from time to time (**Deployment Request**).

2.1.2 A Deployment Request 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.

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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.

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 for default

3.1.1 In addition to the circumstances set out in clause 11.2.1 of the Deed, and other termination rights set out in this Contract, the Commonwealth may terminate the Contract if:

a. 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; or

s. 47G(1)(a)

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s. 47G(1)(a)

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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)

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Annexure B – Tasking Statement

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s. 47G(1)(a)

Authorised Officer:	
Name:	s. 22(1)(a)(ii)
Appointment:	Superintendent, Marine Logistics and Aviation
E-mail:	s. 22(1)(a)(ii)@abf.gov.au and s. 22(1)(a)(ii)@homeaffairs.gov.au
Address:	3 Molonglo Drive, CANBERRA AIRPORT

Contractor Representative:	
Name:	s. 47F(1)
Appointment:	Deputy Chief Executive Officer
E-mail:	s. 47F(1) @skytraders.com.au and s. 47F(1)@skytraders.com.au
Telephone:	s. 47F(1) and 02 80907000
Address:	s. 47F(1)

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Annexure C – Deployment Request

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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

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Document 4

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

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Details of any necessary updates to the following matters set out in the Quotation: • *Contractor's approach to Services* • *Risk assessment* • *Authorisations* • *Other information*

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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]** **[INSERT A.B.N/A.C.N AND A.R.B.N (IF APPLICABLE)]** **[INSERT ROMAN VENDOR NUMBER]** **[INSERT POSTAL ADDRESS AND EMAIL]** **[INSERT PHONE AND FAX NUMBERS].**
Commonwealth Details:	**[INSERT NAME OF AUTHOROSED OFFICER]** **[INSERT POSTAL ADDRESS AND EMAIL]** **[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:	

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