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Defence

ASDEFCON (Complex Materiel) Volume 1

Version 4.0

Statement of Work Tailoring Guide

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Authority

This *Guide* does not create procurement policy. This *guide* may refer to mandatory procurement policies that are applicable to the *ASDEFCON (Complex Materiel) Volume 1* template. Any mandatory procurement guidance referred to in this *guide* is sourced from appropriate legislation and mandatory Commonwealth and Defence policy.

Note to Defence Staff and External Agencies

Defence staff and external agencies intending to use the associated Australian Standard for Defence Contracting (ASDEFCON) Statement of Work (SOW) templates will need to tailor the templates to their specific procurement requirements, and should seek appropriate professional guidance as required.

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This publication should be attributed as the '*ASDEFCON (Complex Materiel) Volume 1 SOW Tailoring Guide*'.

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The terms under which the Coat of Arms can be used are detailed on the [Commonwealth Coat of Arms website](https://www.pmc.gov.au/government/commonwealth-coat-arms)².

Feedback

Feedback and suggestions should be sent to: ASDEFCONSOW.Support@defence.gov.au

Amendment Record

Version	Release Date	Description of Amendments
3.0	October 2020	First release as a dedicated guide for the <i>ASDEFCON (Complex Materiel) Volume 1</i> SOW template (previous guides were combined).
4.0	April 2023	Updated for V4.0 of the template and inclusion of the enhanced AIC framework

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² <https://www.pmc.gov.au/government/commonwealth-coat-arms>

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USING THE TEMPLATE AND SOW TAILORING GUIDE

Purpose and Scope

The Australian Standard for Defence Contracting (ASDEFCON) template, *ASDEFCON (Complex Materiel) Volume 1* is intended for low risk, complex procurements; primarily for off-the-shelf items of materiel but which may involve minimal design and development (eg, selection of standard product options) and/or low-level integration not requiring any Commonwealth oversight of that process.

The purpose of this Statement of Work (SOW) Tailoring Guide ('Tailoring Guide') is to provide drafters with guidance for selecting optional components (eg, clauses and annexes) and for tailoring the template for individual program needs.

The scope of this Tailoring Guide covers the main body of the SOW while providing some guidance to other elements of the template (eg, SOW Annexes and Data Item Descriptions) where necessary. Drafters should also refer to the 'notes to drafters' embedded within the template. The SOW templates and this Tailoring Guide should be read and used together.

Further Help

In addition to this Tailoring Guide, further advice regarding *ASDEFCON (Complex Materiel) Volume 1* may be sought from:

- your Non-Materiel Procurement Branch (NMP) or Materiel Procurement Branch (MPB) representative; and
- Commercial Policy and Practice help desks:
 - ASDEFCON SOW Policy: asdefconsow.support@defence.gov.au
 - ASDEFCON and Contracting Initiatives: procurement.ASDEFCON@defence.gov.au

Definitions, Acronyms and Abbreviations

Capitalised terms, acronyms and abbreviations used herein have the meanings given in the Glossary at Attachment G to the *ASDEFCON (Complex Materiel) Volume 1* conditions of contract (COC).

The table below lists those acronyms and abbreviations that are frequently used in this Tailoring Guide and that may be in addition to those listed in the Glossary.

Abbreviation / Acronym	Description
ADO	Australian Defence Organisation
CASG	Capability Acquisition and Sustainment Group
COC	conditions of contract
COT	conditions of tender
COTS	Commercial Off-The-Shelf
DEFLOGMAN	Defence Logistics Manual
DPE	Defence Protected Environment
E&T	Engineering and Technical
ENG	Engineering
ESCM	Electronic Supply Chain Manual
HSE	Health Safety and Environment
LOG	Logistics
MOTS	Military Off-The-Shelf
PM	Project Management
RFT	Request for Tender
STANAG	Standardisation Agreement
TDR	Tender Data Requirement

The table below lists definitions used in this Tailoring Guide that are in addition to those in the Glossary.

Term	Definition
Commercial Off-The-Shelf	Systems, hardware or software that already exists, is in service with one or more customers for an equivalent purpose and requires no, or minimal change.
Military Off-The-Shelf	Systems, hardware or software that already exists and have been developed and produced to military standards and specifications, are in service with one or more other customers for an equivalent purpose and requires no, or minimal change.

Referenced Documents

Documents referenced in the SOW Tailoring Guide and the *ASDEFCON (Complex Materiel) Volume 1* templates are listed under Attachment F of the COC. The table below lists those additional referenced documents used in this Tailoring Guide.

Reference	Description
	ASDEFCON (Complex Materiel) Volume 1 template
	ASDEFCON (Complex Materiel) Volume 2 SOW Tailoring Guide
	ASDEFCON (Complex Materiel) Volume 2 template
CTSTG	Contract Template Selection and Tailoring Guide
CASG Manual (PM) 002	CASG Project Management Manual
CASG Policy (E&T) 12-2-002	Configuration Management Guide
EIA-649	Configuration Management
DPM	Defence Procurement Manual
CASG Policy (E&T) 12-8-001	Materiel System Safety
CASG Handbook (E&T) 12-8-001	Materiel Systems Environmental Management
CASG Handbook (E&T) 12-5-001	Verification and Validation Guide
DPIP 2019	Defence Policy for Industry Participation 2019

Application of ASDEFCON (Complex Materiel) Volume 1

The *ASDEFCON (Complex Materiel) Volume 1* template is applicable to low-risk complex procurements. These are primarily off-the-shelf (COTS or MOTS) acquisitions but may involve some design and development (eg, selection of standard options or some customisation) and/or integration, so long as the risk is so low that the Commonwealth has no need for oversight of the design and development process. Basic installation, test and training activities are included within this template and, as a result, the template is often used instead of a simple purchase order for various types of equipment.

In comparison with *ASDEFCON (Complex Materiel) Volume 2*, this template does not include Systems Engineering, Support System design, or Configuration Management. The *ASDEFCON (Complex Materiel) Volume 1* template has minimal governance and assurance mechanisms, not even including a Project Management Plan, which is commensurate with the low level of risk. The template includes 'pay on delivery' as the method for managing payments, whereas the larger templates include a payment by Milestone regime that enable some payments before the actual delivery.

Note that if any significant design, development, integration, certification and / or installation activity is required as part of the procurement, it will be necessary to use the *ASDEFCON (Complex Materiel) Volume 2* template. Other factors that may contribute to selecting the *ASDEFCON (Complex Materiel) Volume 2* template include requirements for Government Furnished Material (GFM) or Government Furnished Facilities (GFF), and higher value contracts where greater oversight of the technical program and further mechanisms to ensure accountability are required.

The low complexity of the *ASDEFCON (Complex Materiel) Volume 1* template makes it suitable for relatively lower value procurements; hence, the template does not include all procurement-connected policies that may be applicable to higher value procurements. If higher value, off-the-shelf / low complexity procurements are required, the template can be used if the additional provisions are incorporated, with appropriate commercial and subject matter guidance. Drafters should refer to the

ASDEFCON Contract Selection and Tailoring Guide for a summary of procurement-connected policies that may be applicable to an individual contract, and for further information.

Providing Advice to Tenderers

Drafters should provide tenderers with information that will allow them to submit viable and competitive tenders. Insufficient information may result in a poor understanding of the required scope of work and deliverables, increasing risk and likely increasing tendered prices as a result.

Noting that tenderers need to identify all of the Support Resources required for the primary equipment, within a fixed-price, drafters need to provide sufficient supporting information with the Request For Tender (RFT) to enable tenderers to accurately estimate those requirements. Where installation, test, and training will be required, drafters also need to describe Commonwealth expectations (eg, the extent of testing anticipated, such as simple functional checks versus fully detailed demonstrations).

The draft contract and RFT should be developed consistent with the applicable higher-delegate submission, or Project Execution Strategy if part of a larger program.

About the Conditions of Tender

The conditions of tender (COT), including Tender Data Requirements (TDRs) that are annexes to Attachment A to the COT, contain commercial and technical requirements to be addressed by tenderers.

Some TDRs seek information about the tenderers ability to provide the Supplies, if they became the Contractor under any resultant Contract. Other TDRs require SOW-related input; for example, using the lists of required Supplies and planned work to structure a draft price and delivery schedule.

In general, the SOW (including the specifications in Annex A) should be developed before the TDRs are tailored, so that the TDRs can be tailored to reflect the requirements of the completed SOW.

Under *ASDEFCON (Complex Materiel) Volume 1*, tenderers may be requested to provide sample Supplies for tender evaluation purposes (see COT clause 3.1). Example Supplies may be inspected, used to demonstrate functions and, in some cases, used in field tests or other user evaluation. Any trial / user evaluation activity should consider Work Health and Safety (WHS), training, Intellectual Property access, maintenance and possible damage to the example Supplies, and so on, which may require separate lease / loan agreements and payments. For the winning tender, information from these activities may be used to update the Specifications at SOW Annex A, prior to the Effective Date.

About the Conditions of Contract

The conditions of contract (COC) contain the commercial provisions for the Contract and associated conditions, such as compliance with Defence and government policies and legal obligations.

When developing the SOW, drafters need to be aware that some COC clauses are related to, and often need to be tailored consistently with, the SOW. The 'related clauses' identified against each SOW clause in this Tailoring Guide indicate the most relevant of the related COC clauses.

About the SOW

The SOW (including Specifications) defines the Supplies to be provided and the related scope of work that the Contractor will need to undertake to deliver and have them accepted. Under an *ASDEFCON (Complex Materiel) Volume 1* contract, work is defined by:

- a. the clauses that form the main body of the SOW;
- b. the Annexes to the SOW, including specifications of the Supplies (specifications do not describe the work but they define scope by the outputs to be produced from work); and
- c. if included, the Approved³ Final Inspection and Test Plan.

These documents may also refer to recognised standards, technical manuals, and quality management systems to define work processes and procedural level instructions.

Tailoring the Draft Statement of Work

The template includes clauses that are annotated as Core or Optional clauses.

³ The term 'Approved' is defined in the Glossary with reference to SOW clause 2.3.

Core clauses are always included in the draft Contract (for the scale of contracts covered by the template); however, these may contain optional subclauses.

Optional clauses may or may not be needed depending upon an individual contract's requirements. An optional clause means that it is unlikely to be included in some contracts that use this template. In other circumstances these clauses could be mandatory, such as when required to address regulatory requirements. As a convention, optional clauses that are not required are deleted but replaced with the words 'Not used', in order to preserve any cross-references to subsequent clauses.

Clauses may also be tailorable or non-tailorable. Guidance in this SOW Tailoring Guide indicates whether a clause must be tailored, may be tailored, or is non-tailorable. A clause is usually non-tailorable because it has been established by an authority external to the drafter's organisation (eg, data item Approval clauses that were negotiated between senior Defence and industry executives).

Core and Optional clauses are annotated within the template for level one and level two headings, and in this SOW Tailoring Guide. Drafters should tidy up the template and remove annotations (eg, 'Option A', 'Core' and notes to drafters) before the draft Contract is released to tenderers.

Wherever possible, the form of the SOW template should be adhered to, bespoke tailoring should be kept to a minimum and changes limited to only those areas that are necessary to address specific requirements of the procurement. Changing clauses risks creating inconsistencies and may cause unintended consequences in the resulting contract. However, some tailoring is unavoidable, and contracts must be customised to the specific goods and services required, and the circumstances of the procurement. When tailoring, clauses should only be added, modified or deleted consistent with the advice provided in this Tailoring Guide, or after seeking advice from the relevant specialist.

Recommended SOW Tailoring and Development Approach

The following are the very broad steps leading to RFT development.

Step 1. Confirm the objectives and boundaries for the draft Contract based on the relevant procurement strategy. Essentially, determine what is in and what is not in scope.

Step 2. Identify and scope the required materiel, including the operational equipment (eg, 'mission systems') and Support Resources (eg, Technical Data will be required even if the details are not yet known). This refers to the specifications for the materiel to be supplied, to be included at Annex A.

Step 3. Tailoring the SOW. Define work requirements for the contract in the SOW. This begins by tailoring the technical clauses for ILS, V&V and QM. Drafters should then tailor the project management clauses and enabling SOW clauses (eg, general requirements) and confirm that the Data Item Descriptions (DIDs) to be used are identified (in Annex B). Finally, clause 7 and the two associated Annexes (C and D) should be tailored for WHS requirements, which can vary significantly for the level of activity on Commonwealth premises.

Step 4. Review and refine the COC and other attachments.

Step 5. Prepare the COT, Tender Data Requirements (TDRs) (ie COT annexes) and RFT documentation pack for release to industry.

Template and SOW Tailoring Guide User Tips

The notes to drafters within the template are intended to guide drafters on which clauses should be used in various circumstances. Notes to tenderers provide guidance for both drafters and tenderers. Notes may also refer to reference documents and whom to consult for further information.

Drafters should read the SOW template and Tailoring Guide well before the date the draft Contract is required, particularly as input from stakeholders may take time to obtain.

Drafters may need to access referenced documents in order to undertake tailoring. In some cases, these documents will also be required by tenderers and will need to be made accessible for the RFT.

The following steps are suggested when addressing a relevant section or clauses within the SOW:

- a. determine the Supplies and the services required;
- b. read the relevant clause and refer to this Tailoring Guide for additional information;
- c. understand what the clause asks the Contractor to do, and its relevance to the Contract;
- d. review any related DIDs to ascertain any flow-on effects (eg, work in accordance with plans);



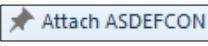

- e. select the relevant clauses that best describe what is required from the Contractor; and
- f. ensure that related DIDs and/or annexes are referenced from the selected clause.

After reading the guidance, drafters may remain uncertain if a particular optional clause in the template is applicable to their requirements and advice from subject matter experts should be sought as required.

Word Processing Tips

All of current the ASDEFCON templates use styles from a Microsoft Word® document template called 'ASDEFCON Styles V1.1.dotm'. The styles can be easily applied by using buttons created by another template called 'ASDEFCON Toolbar V1.1.dotm'. Both templates are available for download from the ASDEFCON templates website, along with instructions for installation. Once installed, the ASDEFCON styles and tools will appear on an additional ribbon in Microsoft Word®. Refer to the *ASDEFCON Toolbar and Styles 2015 User Guide* for details.

Adding clauses and notes needs to be done with care to avoid inadvertent changes to the styles and to ensure that built-in numbering continues to function correctly. The tips that follow will assist drafters in working with the documents:

- When tailoring, do not delete headings at heading level 1 or 2. If a clause is not required, retain the heading and mark it 'Not used'. This preserves cross-references between different parts of the template particularly between the COC and SOW.
- If possible, additional clauses at heading level 3 should be inserted after standard template clauses to avoid cross-referencing errors between documents. Note that cross-references between clauses within a single document are inserted as cross-reference fields – use 'Ctrl + click' to follow a link or click on the link and press F9 to update.
- Avoid using 'formatting' to change the look or numbering of a clause. Use the ASDEFCON ribbons to apply pre-defined styles. There are style sets for the COT/COC, Attachments, SOW and tables. The SOW style set can be applied from the 'SOW group' on the ASDEFCON ribbon, Use the  (Change Ribbon Settings) button to reconfigure the ribbon groups.
- If additional styles are required (eg, for headers and footers), open the 'Styles and Formatting' task pane (click the  (styles) button or select from the menu: Home tab > Styles and the 'expand' button in the bottom right hand corner). Highlight or click into the applicable clause and then select the required style from the 'Styles' list. SOW specific styles all begin with 'SOW'. DIDs also use the SOW styles.
- When pasting text from another document, paste as 'Unformatted text' ('Right Click > Keep Text Only'). This avoids unwanted styles in the source text corrupting the styles and numbering within the document. Once pasted, use the format painter or apply the ASDEFCON styles from the ASDEFCON ribbon.
- If the clause numbering associated with a style in the document appears corrupted or the indenting is not right, here are a few options to try:
 - Reapply the style as described above, which should correct any formatting inadvertently applied to the style.
 - Save the file and close Word, then reopen the file. This seems to fix clauses where clause indentation has changed.
 - On the ASDEFCON ribbon, click on the  (Attach ASDEFCON) button, which will reapply the styles from the template to the current document.
 - If changes were saved to the styles template (a dialog box would have prompted the user to save the changes to the template) save all documents and re-install a clean copy of the toolbar and styles template. Reopen the document and then reapply the styles, as described above.
- Optional clauses appear in a box (actually a table). In the ASDEFCON ribbon click the  button to remove the table, otherwise use 'convert to text' from the 'Table Tools - Layout' menu.

ASDEFCON (COMPLEX MATERIEL) VOLUME 1 STATEMENT OF WORK – TAILORING GUIDANCE

1. SCOPE

1.1 Purpose

<u>Status:</u>	Core
<u>Purpose:</u>	To define the purpose of the Statement of Work (SOW).
<u>Guidance:</u>	Clause 1.1 is a concise statement of the generic purpose of the SOW. It should not require amendment; however, drafters may amend the clause for additional context (eg, "...under this Contract to acquire [name of equipment]"). Otherwise, clause 1.1 may be included in the RFT without alteration.
<u>Related Clauses:</u>	SOW Annex A

1.2 Background – For Information Only

<u>Status:</u>	Optional. Included if tenderers / Contractor require an understanding of background information to give context of Contract requirements.
<u>Purpose:</u>	To provide background information, including broader project activities that may be useful and important to the Contractor.
<u>Guidance:</u>	<p>This clause may provide a brief overview of the background to the project, including its genesis and broad objectives, where this is relevant to the Contractor's work. This clause should only be included if there will be an ongoing benefit of having this information in the Contract. If the background information is only useful for the tender then it may be provided another way (eg, annexed to the covering letter to the RFT).</p> <p>Background information that can help to contextualise the SOW might include:</p> <ol style="list-style-type: none"> a. details of earlier and/or related projects/policies/systems, for example: <ol style="list-style-type: none"> (i) new equipment is replacing the obsolete system XYZ and installation will be restricted to one site at a time as old equipment is removed; (ii) the new equipment needs to be prepared for transport and for use in a timely manner, to enable transport by air and G-Wagon – refer to the specification for deployment requirements and size constraints; or (iii) the Supplies will be supported in-service by an existing platform-level support contract that will be amended to provide support services for the first Supplies delivered under this Contract; or b. details of the environment that the system is to operate in (reference to a more detailed description would be required).

As this clause is not intended to be contractual in nature 'shall' statements should not be used. Care should also be taken to ensure that this clause does not conflict with information in other elements of the Contract, including the Specifications.

The description in this clause should be concise, with information to 'set the scene' but not include excessive amounts of information – if more detail is required, this could be included in an SOW annex or separately in an RFT information pack.

When beneficial, drafters should develop an appropriate and concise background clause. Otherwise, drafters should annotate the heading as 'Not used', delete the notes and delete draft clause below the heading.

Related Clauses: Nil.

2. GENERAL REQUIREMENTS

2.1 Scope of Work

<u>Status:</u>	Core
<u>Purpose:</u>	To define the Contractor's overall scope of work under the Contract.
<u>Guidance:</u>	This clause is to provide a high-level description the overall scope of work under the Contract, covering such activities as manage, construct, test, deliver, install and commission equipment, and conduct Training, as applicable.

Drafters should ensure that this clause covers the scope of activities required under the Contract. This clause also calls up the Specification, at SOW Annex A, to specify the requirements for the Supplies. Refer to Annex A of the template for guidance.

Drafters may add to clause 2.1 where that will help to clarify the scope of work. For example, where the Commonwealth will be performing related activities that will affect the scope of work (eg, in regards to installations), further description may help to clarify the boundary between Commonwealth and Contractor responsibilities.

Notwithstanding the need to identify these boundaries, there are legal and commercial issues with including Commonwealth work in a contract, and guidance should be sought from Materiel Procurement Branch (MPB). An example clause is:

“The Commonwealth will:

- a. provide all of the utilities within facilities where the installation of equipment is required, including mains power and data cabling; and
- b. coordinate Defence Personnel required to undergo Training at the places and times agreed between the parties.”

In addition to Commonwealth work, there may be aspects of related work that are explicitly excluded from the Contract's scope. An example clause is:

“The Contractor is not required to:

- a. provide representation during field testing activities being managed by the Commonwealth;
- b. modify any element of infrastructure outside the walls of building XYZ at Naval Establishment”

Clause 2.1.2 calls up the Specifications at Annex A and should not be altered.

Drafters may revise clause 2.1 to improve the definition of scope, as described above.

Related Clauses: Clause 1.6 of the COC, Contracted Requirement
Annex A, Specification

2.2 Delivery of Supplies

<u>Status:</u>	Core
<u>Purpose:</u>	To require the Contractor to package Supplies, and to mark and label the packaging appropriately, for the nature of the Supplies.
<u>Policy:</u>	DEF(AUST)1000C, <i>Australian Defence Force Packaging Standard</i> WHS Legislation
<u>Guidance:</u>	This clause specifies requirements for packaging, and labelling and markings on Packaging, for Supplies delivered under the Contract. This should not be confused with packaging that is a Supply, such as a special-to-type packaging container that is listed in the Price and Delivery Schedule as a specific item of Supply. The clause interacts with numerous clauses in the COC (see Related Clauses) relating to care, custody, liability, taxes, duties, customs, and export approvals (as specific packaging and documentation may be required). This clause provides for the work associated

with packaging and delivery, whereas the liabilities for Supplies and customs duties, etc, are covered in the COC.

In keeping with the ASDEFCON principle of following the Contractor's processes, when appropriate, DEF(AUST)1000C has not been mandated as a whole but identified as a guide. The note to drafters highlights that this clause is not intended to include exhaustive marking and consignment documentation requirements. However, if required, some specific parts from DEF(AUST)1000C may be included, such as barcoding – refer to *ASDEFCON (Complex Materiel) Volume 2 SOW* clause 2.2 for an example. Additional requirements should be included when specific WHS and other regulations apply (eg, for explosive ordnance).

Under the COC and Attachment B, the Contractor is responsible for delivering Supplies to the designated point of delivery, in a serviceable condition and by the due date, while meeting all other costs and requirements of the Contract. As such, mandating a packaging standard has the potential to conflict with the Contractor's responsibilities, which is not deemed appropriate. Of note, for items of Packaging that are Supplies, the Defence packaging standard should be included in the Specification.

In some instances, when acquiring good from overseas, it can be beneficial to include an additional annex to the SOW to detail specific packaging requirements for import of goods into Australia. In particular, overseas suppliers may not be familiar with Australia's quarantine regulations and untreated timber crates or other packaging, or labelling requirement for Dangerous Goods. A summary with links to appropriate guidance and regulations can help to avoid problems during delivery.

Drafters should determine if additional clauses are required for legislative / regulatory requirements. If not, then clause 2.2 may be included in the RFT without alteration.

Related Clauses: Clause 3.4 of the COC, Authorisations, which relates to export approvals.

Clause 3.5 of the COC, Imported Supplies and Customs Entry

Clause 6 of the COC, Delivery, Acceptance and Ownership

Clause 7.5 of the COC, Taxes and Duties

Attachment B, Price and Delivery Schedule

SOW clause 7.1, Problematic Substances and Problematic Sources

2.3 Deliverable Data Items

Status: Core

Purpose: To define the framework and management requirements for deliverable data items.

Guidance: This clause does not require any tailoring. For some projects with tight schedules it may be appropriate to reduce the default Commonwealth action period in clause 2.3.2. However, delays caused by the Commonwealth in Approving data items may lead to claims for postponement by the Contractor in accordance with clause 2.3.6. Therefore, drafters should consider the workload associated with data item Approval, including the requirement to action several data items at once and any need to seek specialist advice, before reducing the action period in this clause.

Clause 2.3.4 outlines the reasons why the Commonwealth may decide not to Approve a data item. This clause was developed after consultation with industry representatives in order to address concerns with prior Approval practices, and to ensure that the Commonwealth was only able to provide notice of non-Approval for substantive reasons. The agreed reasons, which require judgement by the Commonwealth Representative, are the full range of possible substantive reasons.

Clause 2.3.11 requires an acknowledgment by the Contractor that a delay in the delivery of data items may lead to a delay in actioning those data items by the Commonwealth.

If appropriate, the 20 Working Day default Commonwealth action period may be amended; otherwise, clause 2.3.4 should be included in the RFT without alteration.

Related Clauses: Annex B lists the data items and DIDs for the Contract.

3. PROJECT MANAGEMENT

3.1 Contractor's Project Management Arrangements

<u>Status:</u>	Core
<u>Purpose:</u>	To require the Contractor to nominate a Project Manager.
<u>Guidance:</u>	The objective of this clause is to ensure that a specific person is assigned to manage the project. The Contractor's Project Manager would usually be the Contractor Representative specified in the Details Schedule at the front of the COC. No tailoring of this clause is required.
<u>Further Reading:</u>	CASG Manual (PM) 002 - <i>CASG Project Management Manual</i>

3.2 Contract Status Reports

<u>Status:</u>	Optional. Included when the Contract is of sufficient duration and complexity.
<u>Purpose:</u>	To require the Contractor to submit regular status reports.
<u>Guidance:</u>	<p>The Contract Status Report (CSR) provides the primary mechanism for the Commonwealth to monitor Contractor progress during the Contract.</p> <p>Drafters will need to consider the expected duration of the Contract, and its complexity, and determine if CSRs will be required and, if so, how often. In small contracts, with Supplies that are off-the-shelf and delivered within three or four months from the Effective Date, CSRs may not be effective or necessary. However, if the Contract will run for more than a few months, with installation work at different sites, then CSRs can be of significant value in tracking progress.</p> <p>If CSRs are not required, the heading can be marked as 'Not used' and the clauses below the heading can be deleted.</p> <p>DID-PM-STAT-CSR-1 defines the requirements for the CSR and it comprises two parts; the 'Contract Status' and an Australian Industry Capability (AIC) Report for when an AIC program is applicable to the Contract. Reporting on AIC is conditional on the AIC program being required, hence there should be no need to tailor the DID even when an AIC program is not required. The DID should be read in conjunction with this guidance.</p> <p>The clause includes three options intended to work with or without progress meetings and with or without AIC Reports. These are:</p> <ul style="list-style-type: none"> • Option A: intended for lower risk contracts when CSRs are required without the need for a progress meeting to follow each CSR. This option may be used if an AIC program is required but the contract is short term and there is only one CSR, which includes an AIC Report. • Option B: intended for lower value contracts with longer duration with several installation activities, or some other reason whereby each CSR is to be followed by a progress meeting. This option could be used for higher value contracts with an AIC program; however, as AIC may be reviewed less frequently than regular progress meetings, option C is better. • Option C: intended for contracts of a longer duration with an AIC program. The option allows Part A of the CSR to be delivered more frequently than Part B, the AIC Report; for example, 'Contract Status' is required every two or three months but the AIC Report is only required every six months. <p>If Option A is included, drafter's are to insert the reporting period into clause 3.2.2. For Options B and C drafters insert the number of days before the progress meeting for delivery of the CSR. Note that 10 Working Days matches the delivery of agenda for progress meetings under clause 3.3.3.</p>

Option C allows the AIC Report to be delivered less frequently if the clause states that Part B is only required with every second, third or fourth delivery of Part A. The remainder of clause 3.2 may be included in the RFT without alteration.

Related Clauses: SOW clause 2.3, Deliverable Data Items
SOW clause 3.3, Progress Meetings
SOW clause 3.8, Australian Industry Capability
DID-PM-STAT-CSR-1 specifies requirements for the CSR.

3.3 Progress Meetings

Status: Optional.

Purpose: To require the conduct of regular progress meetings in order to monitor the Contract.

Guidance: Progress meetings allow the Commonwealth to meet with the Contractor to discuss the progress made under the Contract. Progress meetings can be informed by CSRs delivered prior to each meeting, but this is not mandatory. If progress meetings are not required, then heading clause 3.3 may be marked as 'Not used' and the clauses below the heading can be deleted.

Including this clause will add the cost of conducting regular meetings to the cost of the Contract. Note that clause 3.4, *Extraordinary Meetings*, is a core clause and if progress meetings are not included in the Contract the extraordinary meetings can be used to address any significant problems or issues, if they arise. Accordingly, clause 3.3 should only be included when the expected duration of the Contract, and complexity (eg, through installations), creates a need for regular progress meetings.

If Progress Meetings are to be included, the interval at which the meetings are held should be determined and inserted into clause 3.3.1. The delivery of CSRs under clause 3.2 is coordinated to precede each progress meeting, as the CSR topics will generally set the scope of the agenda that is delivered under clause 3.3.3 (ie, the agenda is delivered with the CSR).

Clause 3.3.5 details general administrative requirements for progress meetings. This includes a sentence for virtual meetings / video-conferencing, as an efficiency measure. If video-conferencing will be unsuitable, this sentence may be deleted.

Clause 3.3.6 defines the requirements for minutes from the progress meetings.

If progress meetings are required, then drafters should insert the interval into clause 3.3.1, otherwise the remainder of clause 3.3 may be included in the RFT without alteration.

Related Clauses: SOW clause 3.2, Contract Status Reports
SOW clause 3.4, Extraordinary Meetings

3.4 Extraordinary Meetings

Status: Core

Purpose: To establish the process for the conduct of extraordinary meetings.

Guidance: In general, an extraordinary meeting is not scheduled in the Contract but may be called by either the Commonwealth or the Contractor. This clause details the responsibilities of each party when an extraordinary meeting is called. When agreeing to the location for an Extraordinary Meeting, the nature of the issue to be discussed, the requirements for preparation and delivery of associated information, and Contractor and Commonwealth travel budgets must be considered.

Within *ASDEFCON (Complex Materiel) Volume 1*, administrative arrangements for Extraordinary Meetings are also used as the administrative arrangements for specific review meetings, including Training Readiness Reviews, Facilities Preparedness Reviews, and Test Readiness Reviews, when included in the Contract.

Clause 3.4 is to be included in the RFT without alteration.

Related Clauses: SOW clause 3.3, Progress Meetings
SOW clause 4.1, Training Readiness Review
SOW clause 4.2, Facilities Preparedness Review
SOW clause 5.2, Test Readiness Review

3.5 Maintenance of Contractual Documents

Status: Core

Purpose: To require the Contractor to apply strict configuration control to Contract documents.

Guidance: There is always a need to be able to produce an up-to-date, readable version of 'today's Contract'. There is also a need to be able to produce a clean, readable version of the Contract from any previous time.

There have been a number of instances where it has not been possible to produce a copy of the required version of a Contract because the approach to Contract amendment was inadequate. Attaching contract change notices to the original contract is inadequate as later changes can unknowingly affect previous changes.

It should be noted that a requirement for the Contractor to maintain contractual documents does not remove the need for the Commonwealth to do the same.

Clause 3.5 is to be included in the RFT without alteration.

Related Clauses: Clause 11.1 of the COC, Change to the Contract

3.6 Defence Security Compliance

Status: Optional.

Purpose: To require the Contractor to undertake the work necessary to achieve compliance with clause 11.8 of the COC, Defence Security.

Guidance: This clause is required if work under the Contract requires access to security classified information and/or equipment.

The security requirements of the Contract are specified in clause 11.8 of the COC. This clause 3.6 requires the Contractor to undertake all of the work needed to comply with clause 11.8 of the COC (eg, including obtaining security clearances and providing secure storage facilities, as applicable). The clause helps to ensure that all work under the Contract, which needs to be priced, is included in the SOW.

Related policy is included the *Defence Security Principles Framework* (DSPF).

If required, clause 3.6 is to be included in the RFT without alteration. Otherwise, the clause can be deleted and the heading annotated with 'Not used'.

Related Clauses: TDR C-13 requires each tenderer to provide details of their facility and ICT system security accreditation.

Clause 11.8 of the COC, Defence Security

3.7 Stocktaking of Contractor Managed Commonwealth Assets

Status: Core

Purpose: To require the Contractor to undertake the necessary stocktaking and accounting of Contractor Managed Commonwealth Assets (CMCA).

Guidance: This clause is applicable to all contracts, including those with no GFM, which is the usual case for this template. The clause requires stocktaking of any assets owned by the Commonwealth but held by the Contractor, such as Supplies paid for but not

yet delivered, or found to be defective and returned for repair. CMCA is defined in the Glossary at Attachment G.

To manage the CMCA, clause 3.7 requires the Contractor to institute, maintain, and apply a system for, the accounting for, and control, handling, preservation, protection, and maintenance of the CMCA.

The clause also requires the Contractor to deliver quarterly stocktake reports for Commonwealth Approval. This data item has no DID, but delivery needs to be compliant with clause 2.3 and meet the requirements of this clause 3.7.

The relevant policy document is DEFLOGMAN Part 2 Volume 5 Section 17, *Stocktaking of Defence Assets*.

Clause 3.7 is to be included in the RFT without alteration.

Related Clauses: Clause 2.3, Deliverable Data Items

3.8 Australian Industry Capability

Status: Optional.

Purpose: To require the Contractor to implement an Australian Industry Capability (AIC) program.

Guidance: This clause is required if the Contract is required to implement an AIC program, in accordance with Defence policies.

In accordance with the 2019 Defence Policy for Industry Participation (2019 DPIP), contracts valued at \$4 million or more, inclusive of GST, are required to implement an AIC program, unless otherwise exempt in accordance with the 2019 DPIP.

As the *ASDEFCON (Complex Materiel) Volume 1* template is for the procurement of Supplies that are (or are almost) off-the-shelf, the nature and scope of the AIC program and the participation by Australian Industry will largely be determined by the source selection decision. Under contract, the SOW requires implementation of the resulting AIC program, and associated reporting.

If the Contract Price is expected to exceed \$20 million inclusive of GST (and the Contract is not exempt), then the 2019 DPIP requires that an AIC Plan be developed and delivered to the Commonwealth. When applicable, use the optional clauses below to replace clause 3.8.1 in the SOW. An AIC Plan includes an AIC Schedule, hence corresponding changes will be required to Attachment G, COC clause 4, and TDR E-1.

The DIDs for AIC Plans in larger acquisition templates are not suitable for an *ASDEFCON (Complex Materiel) Volume 1* contract, hence a new DID, DID-PM-AIC-AICP-1, will be required. The new DID will need to be listed in SOW Annex B. For assistance, seek advice from MPB and the [help desks](#).

Reporting against the AIC program is only viable if the Contract lasts long enough to have reporting, hence clause 3.2, for the CSR, must also be included. There are two options for reporting. If clause 3.2 requires a CSR to be delivered every six months, then Option A may be appropriate. If the CSR is delivered more frequently, then Option B may be used so that AIC reporting is only required every six months, or at some other interval. As the scope of the AIC program and expenditure is determined by tender selection, there is unlikely to be a need for more frequent reporting.

If an AIC program is required, clause 3.8 is to be included. If the Contract will be of long enough duration, then Option A or B should be selected, as appropriate. Neither option is likely to be required if the contract will be complete within a few months.

If an AIC program is not required, the clauses below the heading can be deleted and the heading annotated with 'Not used'.

Related Clauses: Clause 4 of the COC, Australian Industry Capability

Clause 3.2, Contract Status Reports

Attachment G, Australian Industry Capability

TDR E-1, Australian Industry Capability

Optional Clauses:

- 3.8.1** The Contractor shall develop an Australian Industry Capability (AIC) Plan (AICP) that complies with the requirements of DID-PM-AIC-AICP-1 and clause 2.3.
- 3.8.2** Within [...INSERT PERIOD, EG, '10'...] Working Days following the Effective Date, the Contractor shall deliver the AICP to the Commonwealth Representative for Approval.
- 3.8.3** The Contractor shall review the accuracy of the AICP, and update the AICP if necessary, at intervals of no greater than [...INSERT NUMBER OF MONTHS, EG six...] months in accordance with clauses 2.3.9 and 2.3.10.
- 3.8.4** The Contractor shall manage and conduct the AIC program in accordance with the Approved AICP, this clause 3.8, and clause 4 of the COC.

4. INTEGRATED LOGISTICS SUPPORT

4.1 Training Readiness Review

<u>Status:</u>	Optional
<u>Purpose:</u>	To require the Contractor to conduct a Training Readiness Review (TNGRR), prior to the conduct of Training.
<u>Guidance:</u>	<p>This clause is to be included if the Contractor will be providing Training under the proposed Contract and the scope of Training is significant enough to require a formal meeting to confirm that all resources are ready for the commencement of Training.</p> <p>The objective of the TNGRR is to enable the Commonwealth and the Contractor to review Training Materials, Training Equipment, and facilities (eg, classrooms), and to confirm that all necessary elements (including personnel) are ready for Training to commence. Accordingly, the Commonwealth needs an opportunity to review Training Materials prior to the review and to confirm the delivery and installation of Training Equipment, as applicable (even if temporary at the Contractor's facility).</p> <p>The Price and Delivery Schedule may include lines for delivery of Training Materials, conduct of the TNGRR, and/or the delivery of Training courses. The TNGRR is one step that leads to Acceptance of the Training 'solution' as a whole. Often, the determination as to whether Training is fit for purpose will not occur until the Training courses have been delivered and assessed. The TNGRR determines if the delivery of Training course is ready to proceed, while Acceptance generally occurs after the Training has been delivered.</p> <p>Note that Training programs are not developed by contracts using the <i>ASDEFCON (Complex Materiel) Volume 1</i> template. The review of related Training Materials is primarily to confirm the suitability of existing / adapted course materials.</p> <p>Clause 4.1.1 requires the TNGRR to be held while clause 4.1.2 identifies the typical scope and that, administratively, a TNGRR is conducted as an Extraordinary Meeting in accordance with clause 3.4.</p> <p>If included, this clause does not require tailoring. If no Training is to be delivered under the Contract, or if it is a low enough risk to allow Training to commence without a review, this clause may be deleted and replaced with 'Not used'.</p>
<u>Related Clauses:</u>	Attachment B of the COC, <i>Price and Delivery Schedule</i> , may have Training related entries, including for the conduct of the TNGRR.
	SOW clause 3.4, Extraordinary Meetings
<u>Further Reading:</u>	<i>Defence Learning Manual</i>

4.2 Facilities Preparedness Review

<u>Status:</u>	Optional
<u>Purpose:</u>	To require the Contractor to conduct a Facilities Preparedness Review (FACPR) in preparation for installation work.
<u>Guidance:</u>	<p>The purpose of the FACPR is to allow the Commonwealth and the Contractor the opportunity to confirm the preparedness of Commonwealth facilities, and the coordination of associated Commonwealth activities, in preparation for the Contractor to carry out the installation of Supplies.</p> <p>The <i>ASDEFCON (Complex Materiel) Volume 1</i> template is unsuitable for significant facilities work; it is not a facilities contract and does not have the terms and conditions and procurement connected policies of a Security and Estate Group (SEG) facilities contract. Accordingly, it is constrained to the simple installation of, and connection of services / utilities to, the Supplies. If facilities works are expected, the project team will need to coordinate this with SEG.</p> <p>The FACPR may be one step in leading to the Acceptance of installed Supplies. Often, if Supplies need installation, the determination as to whether Supplies are able</p>

to be Accepted will not be possible until after installation, so that the Supplies can be operated in situ.

Clause 4.2.1 requires the FACPR to be held while clause 4.2.3 identifies the typical scope and that, administratively, the FACRR will be conducted as an Extraordinary Meeting in accordance with clause 3.4.

Prior to the FACPR, the Commonwealth will need to plan the associated coordination activities necessary. For example, arranging for utilities (eg. shut down of power or disconnection of water), Contractor access, facilities plans, and visitor escorts as required. Depending on the installation, it may be necessary to arrange preparatory site visits for Tenderers, or the Contractor, to assist in planning.

Clause 4.2.3 requires the Contractor, on request, to provide information to the Commonwealth for FACPR to enable SEG to undertake any final preparatory planning and work to enable the installation.

Drafters should note optional clause 4.2.4 for the provision of installation drawings. If installations drawings are specified as required (eg, in specifications at Annex A) these drawings will need to be provided well in advance of the FACPR if changes to facilities by SEG will be required.

Drafters should note that if the Contractor will conduct work on Commonwealth Premises, several of the optional clauses under clause 7, Health Safety and Environment, must be included.

In the event that no installation is required under the Contract, this clause may be deleted and replaced with 'Not used'.

Related Clauses: SOW clause 3.4, Extraordinary Meetings

SOW clause 7, Health Safety and Environment, includes optional clauses that must be included if the Contractor is to work on Commonwealth Premises.

Annex A, *Specifications*, to specify requirements for installation drawings.

Annex D, *Known Hazards at Commonwealth Premises*

4.3 Codification Data

Status: Optional

Purpose: To require the Contractor to deliver, for Commonwealth Approval, Codification Data for all items of Supply (other than Technical Data).

Guidance: DEFLOGMAN Part 2 Volume 5 Chapter 5, *Item Identification and Recording of Defence Logistics Assets in support of the Military Integrated Logistics Information System*, describes Codification requirements and exemptions.

If all of the Supplies are known to be MOTS or other off-the-shelf items, unmodified and already codified, the applicable NATO Stock Number will be included in the item identification for provisioning purposes, and no codification action would be required.

ASDEFCON templates and the DEFLOGMAN comply with Defence's obligations to the NATO Standardisation Agreement (Appendix 1 to STANAG 4177).

Clause 4.3.1 specifies that Codification Data is to be compliant with DID-ILS-TDATA-CDATA. This DID does not require tailoring.

When included, this clause does not require tailoring and should not be altered without the agreement of the National Codification Bureau. If the Supplies will not require Codification, this clause may be deleted and the heading annotated with 'Not used'.

Related Clauses: DID-ILS-TDATA-CDATA defines the requirements for Codification Data.

SOW clause 2.3, Deliverable Data Items

Further Reading: *Electronic Supply Chain Manual (ESCM)*

4.4 Disposal Requirements

<u>Status:</u>	Core
<u>Purpose:</u>	To require the Contractor to develop and deliver a Disposal Requirements Report for Commonwealth Approval.
<u>Guidance:</u>	<p>Tenderers are requested to provide Disposal information in their tenders. This requirement in the SOW is to obtain a more detailed report. The information to be reported is intended for in-service use.</p> <p>The Defence Disposal policy is DEFLOGMAN Part 2 Volume 5 Chapter 10, <i>Disposal of Defence Assets</i>.</p> <p>The report need only address Supplies that have 'special' or non-routine Disposal requirements, such as those items containing hazardous materials (eg, heavy metals) or Ozone Depleting Substances, subject to international controls or agreements regarding resale, having significant reclamation value, or with security requirements, safety issues, or particular legislated constraints.</p> <p>Relevant safety management authorities should be consulted as early as possible regarding the requirements for disposal of identified hazardous chemicals. Within MILIS items with these hazardous chemicals may be identified as 'Problematic Items Of Supplies'.</p> <p>There is no specific format or content for the report, other than the examples of special disposal requirements listed and the general requirements for deliverable data items in clause 2.3. If specific content is required a DID may be developed and added to Annex B and the references from this clause, for example: "... a Disposal Requirements Report that complies with the requirements of DID-ILS-XXX-XXX". Otherwise, clause 4.4 may be included in the RFT without alteration.</p>
<u>Related Clauses:</u>	<p>SOW clause 2.3, Deliverable Data Items</p> <p>SOW clause 5.3, Materiel Safety Verification</p> <p>SOW clause 7.1, Problematic Substances and Problematic Sources.</p> <p>TDR D-3 (clause 3 of Annex D to Attachment A of the COT) requires each tenderer to provide details of Supplies that have special disposal requirements.</p>
<u>Further Reading:</u>	Refer to the further reading section under clause 7.1, Problematic Substances and Problematic Sources.

5. VERIFICATION AND VALIDATION

Status: Optional

Purpose: To provide assurance as to the suitability of Supplies offered for Acceptance.

Guidance: As identified the notes to drafters above clauses 5 and 0, these clauses must be tailored together to define the approach to assurance regarding the quality and suitability of the Supplies. These clauses allow for the following three options:

1. Quality is assured through a certified QMS controlling Contractor processes, or
2. Quality is assured through both a certified QMS and Final Inspection and Test (FI&T) of the Supplies, or
3. Quality is assured through a FI&T of the Supplies.

If option 2 or 3 is selected, for FI&T, then clause 5.1 is required and clause 5.2 is optional. If option 1 is selected, both clauses 5.1 and 5.2 are not used. Regardless of the option selected, clause 5.3 may be required.

Clause 5 allows for a formal process of Verification, which can be coordinated with installation if applicable, and enables a planned test regime to be witnessed by, and involve, Defence. Without this clause, items delivered to the Commonwealth for Acceptance would still be inspected and may be rejected if found to be defective.

This template only includes Verification. However, for consistency across templates, the terminology 'Verification and Validation' is used.

If a Verification program and this clause are not required, the heading of clause 5 should be annotated with 'Not used' and then all of the subclauses may be deleted. When included, refer to guidance for clauses 5.1 to 5.3.

Related Clauses: SOW clause 6, Quality Management Program

COC clause 6.2, Acceptance

5.1 Final Inspection and Test

Status: Optional

Purpose: To require the Contractor to develop, for Commonwealth Approval, a FI&T Plan (FI&TP) and to conduct Verification in accordance with the Approved FI&TP.

Guidance: FI&T should be included in the draft SOW when the complexity of the Supplies, or the installation, requires Verification activities to gain assurance as to the suitability and Quality of the Supplies, before Acceptance. As noted above, assurance may be obtained fully through FI&T, or in combination with the Quality Management requirements in clause 6.

As for all Verification activities, FI&T is undertaken to address the risk that Supplies may not meet the requirements of the Contract and performing FI&T will confirm the suitability or the extent to which the Supplies fall short of expectations. For example, it would be unusual to conduct FI&T of Commercial Off-The-Shelf electronic equipment such as a computer or a monitor, or additional quantities of spares for a system that was procured under a previous contract.

The Contractor uses the FI&TP to document the planning arrangements for the FI&T activities, to Verify that the Supplies satisfy the requirements of the Contract, including the Specifications at SOW Annex A.

The Commonwealth uses the FI&TP to determine if the FI&T activities will be adequate to confirm the quality of the Supplies, and to plan and prepare for any Commonwealth involvement in the FI&T activities (eg, user participation).

If FI&T is required, tenderers may be asked to provide a draft FI&TP, comprising a draft of the general and procedures sections of the FI&TP, in accordance with DID-V&V-MGT-FI&TP and Annex D to Attachment A of the COT. The draft plan will be considered during tender evaluation and may be updated as a result of discussions

with the Commonwealth during negotiations. Clause 5.1 requires the FI&TP to be updated and submitted for Approval under the Contract and clause 5.1.2 should be amended to include the delivery date.

If a draft FI&TP was not requested in the tender, but is still required under the Contract, drafters should remove the word 'further' from clause 5.1.2.

DID-V&V-MGT-FI&TP describes the FI&TP requirements. It does not require tailoring. The FI&TP is to include a description of the FI&T Procedures to be used to Verify each of the Supplies. For example, installation drawings may be inspected and checked against the physical installation; or a pump may be tested for flow rates under specified conditions. There is no separate DID for a Test Procedures data item. The specification at Annex A may include FI&T specification requirements.

Clause 5.1.3 creates the obligation on the Contractor to apply the Approved FI&TP. Clause 5.1.4 requires the Contractor to review and if necessary update the FI&TP for Commonwealth Approval, prior to the conduct of FI&T activities. This is especially useful in longer Contracts and/or if details for each installation need to be updated.

Clauses 5.1.5 to 5.1.8 require the Contractor to invite the Commonwealth Representative to witness all FI&T activities, and not to conduct the FI&T activities unless the Commonwealth witness attends, unless otherwise agreed in writing by the Commonwealth Representative. These clauses do not require tailoring.

Clauses 5.1.9 and 5.1.10 require the Contractor to prepare and deliver a FI&T Report after each FI&T activity, for Commonwealth Approval. Reports are prepared in accordance with the Approved FI&TP. These clauses do not require tailoring.

Clause 5.1.11 requires the Contractor to apply sampling procedures in accordance with an agreed sampling standard. Two suitable standards are included in the clause; however, if the Contractor proposes an alternative standard the Commonwealth Representative should seek advice from subject matter experts (eg, from the E&T CoE) before agreement. Agreement would be via Approval of the FI&TP, which would describe how sampling is conducted using the alternate standard. Clause 5.1.11 need not be tailored, even if a separate sampling standard is agreed. If sampling is not applicable, as there is only one item being supplied or all items will be tested, clause 5.1.11 may be deleted.

The optional clause 5.1.12 should be included if any test equipment is to be used to perform testing.

Drafters should include clause 5.1 depending on the approach to V&V and Quality chosen (when option 2 or 3 is selected in clause 6). Drafters should tailor clauses 5.1.2 and 5.1.4 as required, and include optional clauses 5.1.11 and 5.1.12 when applicable.

Related Clauses: COC clause 6.2, Acceptance

SOW clause 2.3, Deliverable Data Items

SOW clause 6, Quality Management Program

DID-V&V-MGT-FI&TP defines requirements for the FI&TP.

TDR D-4 (clause 4 of Annex D to Attachment A of the COT), Final Inspection and Test Plan

Further Reading: CASG Handbook (E&T) 12-5-001 *Verification and Validation (V&V) Guide*.

CASG Policy (E&T) 12-5-001 *Verification and Validation (V&V) in CASG*

5.2 Test Readiness Reviews

Status: Optional

Purpose: To require a Test Readiness Review (TRR) to be conducted prior to commencing a formal FI&T activity, to ensure that all parties are prepared.

Guidance: To be included when the scope and complexity of FI&T activities, including the need to coordinate, warrant the inclusion of TRRs. If clause 5.1 is not used then this clause 5.2 will also not be used. If clause 5.2 is included, the FI&TP should describe when and how TRRs will be conducted. For example, if there are two separate FI&T phases at two separate Defence bases, there may be two TRRs, one at each base.

The purpose of a TRR is to confirm the completeness of the FI&T Procedures (within the FI&TP), and to ensure that the relevant Supplies are ready for the FI&T activity.

Clause 5.2.1 requires the TRR to be held, the typical scope, and, administratively, that the TRR will be conducted as an Extraordinary Meeting in accordance with clause 3.4. Clause 5.2.2 simply requires that the FI&T activities (ie, clause 5.1) not go ahead until the TRR has been held and any issues resolved.

Drafters are to consider whether the TRR(s) is/are required. If not required the clause may be deleted and the heading clause annotated with 'Not used'. If included, the clauses do not require tailoring.

Related Clauses: SOW clause 3.4, Extraordinary Meetings
SOW clause 5.1, Final Inspection and Test

Further Reading: *ASDEFCON (Strategic Materiel) MSR Checklist*, MSR-CHECKLIST-TRR

5.3 Materiel Safety Verification

Status: Optional.

Purpose: To Verify the safety of the materiel items included in the Supplies.

Guidance: Clause 5.3.1 requires the Contractor to provide safety information necessary to address COC clause 12.4.11, which is information that must be provided by all suppliers of structures, plant and substances in accordance with WHS Legislation. This clause may not be required if the Supplies are additional quantities of equipment already held by Defence (ie, the Supplies do not include any equipment that is new to Defence). If not required the clause may be deleted and annotated as 'Not used'.

Clause 5.3.2 is specific to Supplies that require registration of design under the WHS Legislation. This clause requires the Contractor to verify that for the applicable items, associated design registration requirements have been met. The Specifications at Annex A will have included this requirement if applicable to the Supplies. Note that this approach is significantly different to *ASDEFCON (Complex Materiel) Volume 2*, which requires a Safety Case Report or Materiel Safety Assessment.

The registration of design for medium and high risk plant is required by the WHS Act,

The Specification should include that Supplies classified as medium or high risk (eg, forklifts and cranes) shall have Australian design registration in accordance with Part 5.3 of the *Work Health and Safety Regulations 2012* (Cth). Design registration is usually performed by a State or Territory WHS regulator, but when required may be performed by the Commonwealth regulator (Comcare). For example, assessing compliance of an imported motor vehicle against the Australian design regulations is normally undertaken by a state regulator. If this is not practical because the item is military equipment (eg, a boiler on a Navy ship), design registration may be performed by Comcare. For more information regarding design registration, contact the CASG Directorate of Health, Safety and Environment.

Note that details of Australian design registration should also be included within the safety-related information delivered in accordance with clause 5.3.1. Clause 5.3.2 is included to capture the work effort and cost of new design registration.

Prior to tender release it may not be possible to determine if the solution(s) offered will include plant that requires design registration. If it is known that design registration will not be applicable, clause 5.3.2 could be deleted, but it has no adverse effect if included in the SOW when no design registration is required.

If clause 5.3 is included, the subclauses do not require tailoring.

Related Clauses: COC clause 12.4, Work Health and Safety
Annex A, Specifications

Further Reading: Guidance for Annex A includes optional specifications that relate to this clause.
CASG Policy (E&T) 12-8-001, *Materiel System Safety*
Part 5.3 and Section 743 of the *WHS Regulations 2012* (Cth)
SafetyMan

6. QUALITY MANAGEMENT PROGRAM

6.1 Contractor Quality Management Responsibilities

Status: Optional

Purpose: To increase confidence that the Supplies will meet Contract requirements, through effective management of Quality by the Contractor.

Guidance: The *ISO 9000* series of Quality Management standards used in Defence contracts are commercial standards. The risk-based application of these standards is consistent with Commonwealth Procurement Rules and Defence policy.

As described in the note to drafters, and in guidance for clause 5 above, *ASDEFCON (Complex Materiel) Volume 1* has three options for Quality Assurance:

1. Quality is assured by following a certified QMS, or
2. Quality is assured by following a certified QMS and undertaking FI&T, or
3. Quality is assured by undertaking FI&T only.

The note to drafters at the start of clause 6 is comprehensive in explaining these three options. If option 1 or 2 is selected then clause 6.1 is included in the draft SOW.

A certified QMS assists the Contractor in maintaining quality of work and gives the Commonwealth a high degree of assurance that adequate quality-management practices are in place. Without a QMS, management of processes can be unstructured and the quality of outcomes can sometimes be sacrificed in the interests of cost and schedule, with no visibility to the Commonwealth. In higher-risk Contracts, this would be unacceptable.

Requiring a certified QMS may not be necessary for some *ASDEFCON (Complex Materiel) Volume 1* contracts with low risk or for low-criticality Supplies, such as for items that are in production in an established environment and where normal, commercial production quality standard is suitable. For example, requiring a Contractor to obtain certification for an existing QMS will not change the quality of a product that had already been manufactured (noting that clause 6.1.5 allows the Commonwealth to access the QMS that 'was used'.) Likewise, if the Contractor is an importer of required off-the-shelf Supplies, certifying their QMS will not change the production process. Hence, the option to assure quality through FI&T (ie, Verification) alone might be suitable in such cases. This avoids third-party certification costs and permits more suppliers to tender.

Considerations include the value in, or essentiality of, ensuring that a certified QMS will be applied to the production of the Supplies, and whether the Commonwealth requires to audit and have direct visibility of any such QMS. Drafters should be aware of the potentially high cost to a Contractor of attaining QMS Certification just for one contract; a cost that may be passed on to the Commonwealth.

Drafters should be aware that the ADF regulatory / assurance authorities may dictate requirements for a quality system to be used in relation to production, and should ensure that the selected option clauses accord with the applicable regulatory / assurance requirements.

Clauses 6.1.1 to 6.1.3 specify the requirements for a certified QMS, applicable to the contract scope, and that the QMS is applied. Clause 6.1.4 includes Subcontractors within the quality management regime for the Contract.

If the Supplies have potential to be manufactured before the Effective Date, clause 6.1.5 facilitates access to the Certified QMS that was applied. If Supplies were manufactured prior to the Effective Date, and there was no certified QMS at that time, those Supplies may deserve particular attention during FI&T.

Clause 6.1.6 covers the Contractor's efforts associated with facilitating the Commonwealth's quality-related Audit and Surveillance activities. Contract terms for Commonwealth access are included at clause 11.6 of the draft COC.

Clause 6.1.7 entitles the Commonwealth Representative to require the Contractor to correct quality system, process and product non-conformances within the period specified in a notice.

The subclauses within clause 6.1 should not be amended without appropriate policy advice. Changes may result in the inappropriate application of standards, or a reduction in the Commonwealth's rights.

Drafters need to select the method for ensuring the quality of the Supplies under the Contract, considering both the Quality Management and V&V clause. If Option 1 or 2 (as described in the note to drafters) is selected, clause 6.1 may be included in the RFT without alteration.

Related Clauses: TDR D-5 (clause 5 of Annex D to Attachment A of the COT) requests tenderers to provide information relating to their QMS.

SOW clause 5.1, Final Inspection and Test

COC clause 11.6, Commonwealth Access

Further Reading: DEFLOGMAN Part 2 Volume 7 Chapter 1, *Defence Supplier Quality Assurance Manual*

AS/NZS ISO 9001:2015, *Quality Management Systems – Requirements*

6.2 Non-Conforming Supplies

Status: Core

Purpose: To define the contractual obligations and mechanism for seeking Commonwealth Representative Approval for the use of non-conforming materials or work in the Supplies.

Guidance: Requirements for the control of non-conforming Supplies should always be included in contracts in order to increase the probability that Supplies received conform to quality requirements, and are free of reworked or repaired components that do not have Commonwealth Representative Approval. Accordingly, clause 6.2 is core.

This clause provides the mechanism by which the Contractor is to apply to the Commonwealth Representative Approval of non-conforming work or materials in the Supplies. The Defence mechanism for processing these applications, and providing written Approval, is through the use of an *Application for a Deviation* (AFD), as a Form SG002 or a suitable equivalent agreed by the Commonwealth.

ASDEFCON (Complex Materiel) Volume 1 has a simplified clause for managing AFDs. If a more detailed procedure for managing AFDs is required, then drafters should refer to *ASDEFCON (Complex Materiel) Volume 2*. In some instances, it may be appropriate to transfer this more detailed process; however, for off-the-shelf solutions that should not be necessary.

Clause 6.2 should not be amended without policy advice from appropriate Defence QA adviser. Changes may result in an inappropriate application of standards or a reduction in the Commonwealth's rights.

Related Clauses: COC clause 6.2, Acceptance

SOW clause 2.3, Deliverable Data Items

DID-PM-MGT-AFD defines the format and contents of an Application for a Deviation.

Further Reading: DEFLOGMAN Part 2 Volume 7 Chapter 1, *Defence Supplier Quality Assurance*

7. HEALTH, SAFETY AND ENVIRONMENT

7.1 Problematic Substances and Problematic Sources

<u>Status:</u>	Core
<u>Purpose:</u>	To define the requirements for the management of Problematic Substances and Problematic Sources.
<u>Guidance:</u>	Tenderers are to identify specific types of Problematic Substances and any Problematic Sources in the Supplies, in response to TDR D-2 (ie, COT Attachment A, Annex D, clause 2). At the Effective Date, the Approved list of Problematic Substances and Problematic Sources is to be included at SOW Annex C. Annex C lists the Approved Problematic Substances and Problematic Sources that form part of the Supplies. For Problematic Substances and Problematic Sources that are to be brought onto Commonwealth Premises for the purposes of installation or test, if applicable, Commonwealth Representative Approval is also required.

Note that the *ASDEFCON (Complex Materiel) Volume 1* template does not require details of Problematic Substances or Problematic Sources that the Contractor uses on their own premises (eg, used in manufacturing but not present in the Supplies).

Clause 7.1.1, Problematic Substances

Clause 7.1.1.1 is a core clause and states that the Contractor is not to deliver Supplies that contain or emit a Problematic Substance, which may affect the health or safety of persons who may be exposed to the Problematic Substance, unless the Commonwealth Approves both the Problematic Substance and its use. Approved Problematic Substances are listed in Annex C. Problematic Substances that are not listed in Annex C by the Effective Date but which become Approved during the Contract, will require a contract change proposal to amend Annex C. If Commonwealth personnel discover another Problematic Substance (ie, not identified in Annex C) in or emitted by the Supplies, which may affect health or safety during an activity referred to in clause 12.4.9 (a) to (c) of the COC, the Commonwealth can notify the Contractor and require the Contractor to comply with the requirements of clause 7.1.1.1 (ie, requiring a change to the Supplies or a request for Approval).

Clauses 7.1.1.2 and 7.1.1.3 are optional but should be included in the SOW if the Contract will involve work on Commonwealth Premises, such as for installation and/or FI&T. The Contractor is required to seek Approval from the Commonwealth if a Problematic Substance is to be brought onto Commonwealth Premises (other than those as part of the Supplies) by itself or its Subcontractors. If not Approved, the Contractor is not to bring that Problematic Substance onto Commonwealth Premises.

Clause 7.1.1.3 requires the Contractor to notify the Commonwealth Representative of the maximum quantities of Approved Problematic Substance(s) to be brought onto Commonwealth Premises before doing so. This allows the Commonwealth time to update the Defence *ChemAlert* database, if required.

Approval of a Problematic Substance requires a Safety Data Sheet (SDS) and an explanation of purpose to be provided to the Commonwealth. Under clause 7.1.1.4 this applies to both a Problematic Substance to be included in Supplies or Approved to bring onto Commonwealth Premises. Delivery of the SDS is not required if the Contractor can identify that SDS within the *ChemAlert* database (which Defence holds a copy of). DID-PM-HSE-SDS defines the requirements of a SDS.

Clause 7.1.2, Problematic Sources

Clause 7.1.2 is an optional clause that is included if the Contractor may need to use a Problematic Source on Commonwealth Premises, such as for installation or FI&T. Such instances are rare. Note that any Problematic Sources in the Supplies were to be identified in the tender response and included in Annex C prior to Effective Date, hence, this clause only applies to Problematic Sources that the Contractor needs to use on Commonwealth Premises.

When the clause is included, details of the Problematic Source and its use need to be Approved by the Commonwealth Representative. The Commonwealth Representative should confirm that the Contractor is licenced for use of the Problematic Source (refer COC clause 3.4, Authorisations) and that it will be used in accordance with applicable safe work procedures. If there is no likelihood of a Problematic Source being used by the Contractor on Commonwealth Premises, then the clause can be replaced with 'Not used'. If the need for the clause is unclear, the clause may be included in the RFT with the 'Note to tenderers'.

Optional clause 7.1.2.2 should be included if the Commonwealth may provide an item containing a Problematic Source to the Contractor. In this case the Problematic Source should be licenced by Defence and Defence must provide the Contractor with safety-related information in accordance with CASSafe and the WHS Act.

Drafters should review clause 7.1 and include the optional clauses and any notes to tenderers as indicated above.

Related Clauses: TDR D-2, Problematic Substances and Problematic Sources in the Supplies

COC clause 3.4, Authorisations

COC clause 12.4, Work Health and Safety

SOW clause 2.3, Deliverable Data Items

SOW clause 7.4, Incident Reporting and Remediation

Annex C, Problematic Substances and Problematic Sources in Supplies

DID-PM-HSE-SDS defines requirements for Safety Data Sheets.

Further Reading: *Work Health and Safety Regulations 2012* (Cth)

Defence Radiation Safety Manual (DRSM)

Defence Safety Manual (SafetyMan)

Schedules 1 and 4 of the *Ozone Protection and Synthetic Greenhouse Gas Management Act 1989*

Code of practice: *Preparation of Safety Data Sheets for Hazardous Chemicals:*

- <https://www.safeworkaustralia.gov.au/safety-topic/hazards/chemicals/safety-data-sheets>

Australian Code for the Transport of Dangerous Goods by Road and Rail (National Transport Commission, 2011) (ADG Code):

- <https://www.ntc.gov.au/codes-and-guidelines/australian-dangerous-goods-code>

Classifying Chemicals and the *Globally Harmonized System of Classification and Labelling of Chemicals* (GHS), Third Revised Edition (United Nations, 2009):

- <https://www.safeworkaustralia.gov.au/safety-topic/hazards/chemicals/classifying-chemicals>

7.2 Environmental Management

Status: Optional

Purpose: Clause 7.2.1 is included to capture any work effort associated with compliance with COC clause 12.5, Environmental Obligations.

Guidance: Contractors are obliged to comply with relevant legislation, including environmental legislation (see clause 12.5 of the COC). Environmental management requirements will often not be required in the SOW when all work will be undertaken at the Contractor's facilities, aside from deliveries, in which case the clauses below the heading can be deleted and heading clause annotated with 'Not used'.

Note that environmental compliance requirements and characteristics of the Supplies should be identified in the specifications.

SOW clause 7.2 in the template is intended to apply a minimal approach to environmental management when work will be required on Commonwealth Premises, such as for installation and FI&T activities. At clause 7.2.2 drafters should insert reference(s) to the Environmental Management Plan for the applicable Commonwealth Premises, or a site specific plan, procedures, or other relevant documents. These documents should be made available to the tenderers and Contractor, often as GFI.

If there will be GFE that contains Ozone Depleting Substances (ODSs) or Synthetic Greenhouse Gases (SGGs) or if there are other specific requirements, drafters should add to the list of referenced plans and procedures as appropriate.

Drafters are to determine if there is a need to address environmental management for work on bases, and if more significant issues are applicable. If required, the clauses should be seen as a starting point for identifying applicable reference documents and for further development when required.

Related Clauses: COC clause 12.5, Environmental Obligations

Further Reading: *Environment Protection and Biodiversity Conservation Act 1999* (Cth)

Other environmental legislation, such as the *Hazardous Waste (Regulation of Exports and Imports) Act 1989* (Cth) and *Ozone Protection and Synthetic Greenhouse Gas Management Act 1989* (Cth)

CASG Procedure (E&T) 12-8-043 *Materiel Systems Environmental Management*

7.3 Work Health and Safety

Status: Core (with options)

Purpose: To require the Contractor to manage WHS and to enable the Commonwealth to discharge its duties under the WHS Legislation.

Guidance: Under the WHS Legislation, the Commonwealth bears a duty to ensure the health and safety of workers engaged, or caused to be engaged, by the Commonwealth, or whose work activities are influenced or directed by the Commonwealth. This includes Contractor and Subcontractor Personnel and, as a result, clause 7.3 is a core clause.

Clause 7.3.1 is included to capture any work effort associated with compliance with COC clause 12.4. Clause 7.3.1 is core for all Contracts.

The first set of optional clauses, clauses 7.3.2 and 7.3.3, are included in the Contract if the Contractor or Subcontractors will perform work on Commonwealth Premises. This may be required for the installation of equipment and/or for FI&T. Clause 7.3.2 requires that the Contractor, if requested by the Commonwealth Representative, provide evidence of the Authorisations, risk assessments and planning needed to undertake the work on Commonwealth Premises. Authorisations are required under COC clause 3.4.

Clause 7.3.3 requires Contractor and Subcontractor Personnel to attend safety-related briefings for the Commonwealth Premises where work will be performed. Briefings may be provided by the Commonwealth or a third party (eg, base security) when arranged by the Commonwealth. If no briefings are required, then the clause may be deleted and replaced with 'Not used'.

The second set of optional clauses, clauses 7.3.4 to 7.3.6, is to be included when work will be conducted on Commonwealth Premises and there is a need to inform Contractor and/or Subcontractor staff of hazards in the vicinity of where the work will be conducted. When these clauses are included in the SOW, Annex D, Known Hazards at Commonwealth Premises, must also be included to list the hazards to which workers may be exposed. This must include when Contractor / Subcontractor staff would be expected to undertake a safety risk assessment or require additional

resources (eg, personal protective equipment) in relation to a hazard. For example, for work near high voltage electricity, information about no-go zones would be appropriate to include in Annex D. Further, any equipment to be mounted on a wall in a building that contains asbestos sheeting should be identified as this requires special safety precautions. When required, these clauses can be included without change, but Annex D requires development and supporting documentation to be provided (eg, safety hazard reports). Refer to the Annex D guidance below and notes to drafters within Annex D for further information.

Drafters should review clause 7.3 as indicated above and include the two sets of optional clauses and Annex D as required.

Related Clauses: COC clause 3.4, Authorisations
COC clause 12.4, Work Health and Safety
SOW clause 7.4, Incident Reporting and Remediation
Annex D, Known Hazards at Commonwealth Premises

Further Reading: *Defence Safety Manual (SafetyMan)*
CASG WHS Management System (CASsafe)
WHS Legislation
Codes of practice approved under section 274 of the *Work Health and Safety Act 2011* (Cth)

7.4 Incident Reporting and Remediation

<u>Status:</u>	Core
<u>Purpose:</u>	To outline the processes for how the parties can assist each other to comply with mandatory reporting requirements under the WHS Legislation.
<u>Guidance:</u>	<p>This clause creates obligations on both parties to meet the incident notification requirements of the WHS Legislation.</p> <p>Clause 7.4 defines the reporting requirements for Notifiable Incidents. Notifiable Incidents are defined in WHS Legislation (and the Glossary) to mean the death of a person, a serious injury or illness of a person, or a dangerous incident (eg, a near miss). Under the WHS Legislation, these incidents must be reported to the applicable WHS regulator. The regulator may subsequently undertake investigations and issue directives in relation to the Notifiable Incident.</p> <p>Under the WHS Legislation, Defence must report Notifiable Incidents to Comcare. The Contractor and Subcontractors must report Notifiable Incidents to their respective regulators, which in most cases will be a State or Territory regulator but for corporations licensed under the <i>Safety Rehabilitation and Compensation Act 1988</i> (Cth) (non-Commonwealth licensees), this will also be Comcare. Clause 7.4 requires the Contractor and Subcontractors also inform the Commonwealth of applicable Notifiable Incidents as the Commonwealth must notify Comcare. Applicable Notifiable Incidents, reportable by the Commonwealth to Comcare, will include all those involving Commonwealth Personnel or on Commonwealth Premises, and other notifiable incidents that arise out of the conduct of Defence's business or undertaking (eg, if the Commonwealth specified a procedure that was being used at the time of the incident). Clause 7.4 requires that the Commonwealth be provided with copies of notice(s) or other documentation issued by the relevant Commonwealth, State or Territory regulator to the Contractor or Subcontractor.</p> <p>For all Notifiable Incidents involving Commonwealth Premises, Commonwealth Personnel and Commonwealth-specified procedures (including within Australia and overseas), clauses 7.4.1 and 7.4.2 instigate a reporting process in accordance with the <i>SafetyMan</i>, which requires completion of an incident report (Form AE527) or details entered into the Sentinel Event Kiosk hosted on the DPE.</p>

In addition to the notification required under clause 7.4.1, the Commonwealth is also to receive details of all notices and other formal communications (including for Notifiable Incidents) between the Contractor and Subcontractors and their regulator(s), in accordance with clause 12.4 of the COC. This is included through clause 7.4.3.

Clause 7.4.4 is a 'reciprocal' obligation on the Commonwealth to support the Contractor by informing the Contractor of Notifiable Incidents that the Contractor must report (eg, for Contractor Personnel when visiting Commonwealth Premises). This obligation includes providing the Contractor with details from the Commonwealth's notice to Comcare.

Clause 7.4 is to be included in the RFT without alteration.

Related Clauses: COC clause 12.4, Work Health and Safety

SOW clause 7.3, Work Health and Safety

Further Reading: *WHS Legislation*

SafetyMan

WHS029 Guide to Work Health and Safety Incident Notification (Comcare)

ANNEX A – SPECIFICATIONS

The Annex A template includes a significant amount of embedded guidance that is not repeated here.

Under *ASDEFCON (Complex Materiel) Volume 1*, the Commonwealth determines the form of the required solution, rather than the tenderers developing a solution in response to a Function and Performance Specification (FPS).

Further reading includes:

- a. CASG Procedure (ENG) 12-3-005, *Developing Function and Performance Specifications*; and
- b. CASG Handbook (ENG) 12-3-004, *Capability Definition Documents (Lite) Guide*.

The references (above) are designed for more complex procurements that require an FPS; however, it provides useful background reading. However, the handbook is closer to the scale of 'requirements engineering' applicable to *the ASDEFCON (Complex Materiel) Volume 1* template. Other references are included in guidance in Annex A.

ANNEX B – CONTRACT DATA ITEMS

The note to drafters in Annex B provides guidance when read in conjunction with the guidance for each SOW clause that calls up a DID.

ANNEX C – PROBLEMATIC SUBSTANCES AND PROBLEMATIC SOURCES

Annex C lists the Approved Problematic Substances and Problematic Sources within the Supplies. This list is developed from the successful tenderer's response to TDR D-2 and should be populated before the Effective Date. As *ASDEFCON (Complex Materiel) Volume 1* is used to procure off-the-shelf items, any subsequent changes should be minimal, if required at all.

If the Commonwealth is aware of Problematic Substances that will be in the Supplies, because they are included in the specification (eg, a specified type of fuel) or all products available in the market use them, then these may be listed in draft Annex C prior to releasing the RFT. This can save time and effort for both tenderers and the Commonwealth.

If additional Problematic Substances are identified and Approved after the Effective Date, these will be added via a contract change proposal.

The template does not include draft tables; however, as a guide they should include:

- a. for Problematic Substances:
 - (i) identification details sufficient to identify the applicable SDS;
 - (ii) identification of the component that contains the Problematic Substance (eg, reference / part number, manufacturer, NSN); and
 - (iii) its purpose; and
- b. for Problematic Sources:
 - (i) identification details for the substance or apparatus;
 - (ii) the applicable radiation class;
 - (iii) identification of the component that is or contains the Problematic Source (eg, reference / part number, manufacturer, NSN); and
 - (iv) its purpose.

ANNEX D – KNOWN HAZARDS AT COMMONWEALTH PREMISES

Annex D lists the known hazards to health and safety located on Commonwealth Premises at the location and in the nearby vicinity of where work will be performed under the Contract. The aim of Annex D is to provide sufficient information to tenderers, and subsequently the Contractor, about the relevant health and safety hazards so that the Contractor can assess the risks and ensure that appropriate actions (eg, briefings, obtaining personal protective equipment) and safe work methods can be followed.

Annex D contains detailed guidance for development, notes to drafters, and includes examples in the draft tables. Refer to the guidance for clauses 7.3.4 to 7.3.6 for further information.