

[...INSERT PROJECT NUMBER AND NAME...]

[...INSERT NAME OF SYSTEM / PRODUCT...] ACQUISITION

STATEMENT OF WORK

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ANNEXES

- A. Specifications (Core)
- B. Contract Data Items (Core)
- C. Problematic Substances and Problematic Sources in Supplies (Core)
- D. Known Hazards at Commonwealth Premises (Optional)

Note to drafters: Within this template, bold italics are used to provide guidance as 'notes to drafters'. These are to be removed from the SOW and annexes before RFT release. 'Notes to tenderers' are to be removed prior to the Effective Date.

Terms with specific meanings, as defined in the Glossary at Attachment G or the Details Schedule, are to be first letter capitalised.

Note to tenderers: This SOW is used for the acquisition of off-the-shelf products or production-ready non-developmental-items, where there is minimal or no design, development or integration (eg, a custom configuration using standard product options).

The Supplies to be delivered, including all Support Resources such as spare parts, support and test equipment, Training Equipment, publications and drawings, and the installation and test of Supplies, must be determined and agreed before or during contract negotiations. Accordingly, all proposed Supplies are to be included in the Price and Delivery Schedule on the Effective Date.

1. SCOPE (CORE)

Note to drafters: This clause should include a brief statement of the SOW purpose and may describe the background to the procurement (clause 2.1, Scope of Work, refers to the breadth of work to be done). This clause is not intended to define contractual scope; hence, the items listed below should NOT be included in this clause:

- a. directions to the Contractor to perform work tasks;***
- b. specifications of data requirements; and***
- c. descriptions of deliverable products.***

1.1 Purpose (Core)

1.1.1 The purpose of this Statement of Work (SOW) is to communicate, to the Contractor, Commonwealth requirements and standards for work to be carried out under the Contract and to allocate work responsibilities between the Commonwealth and the Contractor.

1.2 Background – For Information Only (Optional)

Note to drafters: Insert background information for the draft Contract that may be useful to the tenderers and the Contractor under any resultant Contract. The background should be limited to that information needed to acquaint the tenderer with the basic acquisition requirement. As this clause is not intended to place obligations on the Contractor, 'shall' statements are not to be used. Care should also be taken to ensure that statements made in this clause do not conflict with other elements of the Contract. If not required, the heading should be retained and '(Not used)' added at the end of the heading. Delete all clauses below the heading.

1.2.1 Not used.

2. GENERAL REQUIREMENTS (CORE)

2.1 Scope of Work (Core)

Note to drafters: This clause should define the Contractor's overall scope of work under the Contract. Amend to include applicable activities such as construct, test, install, etc.

2.1.1 The Contractor shall perform all activities necessary to [...DRAFTERS TO INSERT: 'manage, construct, test, deliver, install, commission...'] the Supplies to the Commonwealth in accordance with the Contract.

2.1.2 The Contractor shall ensure that the Supplies meet the requirements of the Specification at Annex A to the SOW.

2.2 Delivery of Supplies (Core)

Note to drafters: This clause is not intended to include exhaustive marking and consignment documentation requirements but should be tailored to specify any additional requirements needed to comply with legislation or an applicable regulatory framework. If expecting to import into Australia using a freight forwarder, consider adding a new Annex to summarise relevant requirements, such as, the freight forwarder's details, declarations of origin and of Dangerous Goods, Export License numbers, and ISPM 15 regarding unprocessed vegetable packaging (eg, raw wood, for quarantine purposes), then refer to this Annex from a new subclause under clause 2.2.1. The following clauses may also be tailored to allow adoption of the Contractor's normal packaging and marking standards, if these are acceptable to the Commonwealth Representative.

2.2.1 The Contractor shall ensure that all Supplies to be delivered to the Commonwealth are packaged and marked for delivery such that the delivered items comply with appropriate packaging, package marking, consignment documentation and documentation language standards as may be necessary to:

- a. comply with applicable legislative and regulatory requirements, including the applicable Work Health and Safety (WHS) Legislation; and
- b. meet the requirements of the Contract.

2.2.2 Without limiting clause 2.2.1, the Contractor acknowledges that DEF(AUST)1000C provides guidance on packaging and labelling standards that are acceptable to the Commonwealth.

2.2.3 The Contractor shall ensure that secure and legible documentation is affixed to the outside of each package for delivery to the Commonwealth, with duplicate copies inside at the top of each package, which includes the following information:

- a. the relevant project identifier (project name and number), if applicable;
- b. the relevant Commonwealth contract or purchase order number;
- c. the item name;
- d. the item quantity;
- e. the name of the supply source;
- f. the consignment delivery point; and
- g. the date of dispatch.

2.2.4 Without limiting clause 2.2.1, the Contractor shall ensure that all items delivered to the Commonwealth are accompanied by such certification of conformance from the original equipment manufacturer, including any certificates that may be necessary for regulatory requirements.

2.3 Deliverable Data Items (Core)

2.3.1 The Contractor shall deliver all data items to the Commonwealth Representative:

- a. in accordance with the Data Item Descriptions (DIDs) listed at Annex B; and

- b. unless otherwise specified in the applicable DID, in the Contractor's format, as a softcopy in a data format that is readable and acceptable to the Commonwealth (eg, Microsoft Office® products).

2.3.2 Except where otherwise specified for a particular data item, the Commonwealth Representative shall, within 20 Working Days of receipt of a data item, advise the Contractor in writing that the item is either Approved or not Approved.

2.3.3 If a data item is not Approved:

- a. then the Commonwealth Representative shall advise the Contractor in writing of the reason(s) and may provide details of any corrective action to be taken by the Contractor before the item will be reconsidered; and
- b. the Contractor shall (at no additional cost to the Commonwealth) within 10 Working Days of the notice of non-Approval (or such other period agreed by the Commonwealth in writing), deliver the rectified data item for Approval (and this clause 2.3 shall apply to the data item as if it had been submitted for the first time).

2.3.4 The Commonwealth Representative's reasons for non-Approval of a data item shall be limited to those situations where, in the judgement of the Commonwealth Representative, the data item submitted:

- a. is not clearly understandable;
- b. does not provide adequate detail;
- c. is inconsistent with the Contract; or
- d. does not meet the objective of the required data item.

2.3.5 The Commonwealth Representative may not withhold Approval of a data item for minor omissions or defects in the data item, which are identified to the Contractor. In addition to the criteria for non-Approval detailed in clause 2.3.4, any subsequent Approval of an update to a data item that was previously Approved with minor omissions or defects shall be subject to the Contractor addressing those identified omissions or defects in the proposed update to the satisfaction of the Commonwealth Representative.

2.3.6 If the Commonwealth Representative fails to furnish to the Contractor a notice of Approval, or non-Approval, under clause 2.3.2 within the period specified, then the Contractor may be entitled to claim a postponement of the date for delivery of Supplies. To claim such a postponement, the Contractor shall:

- a. notify the Commonwealth of its intent to claim a postponement of the date for delivery of Supplies no later than five Working Days after the specified period under clause 2.3.2 expires; and
- b. submit a proposal to change the Contract, in accordance with clause 11.1 of the COC, no later than five Working Days after the Commonwealth does notify the Contractor of its Approval or non-Approval.

2.3.7 If the Contractor notifies the Commonwealth and submits a proposed change to the Contract in accordance with clause 2.3.6, and can demonstrate, to the Commonwealth's satisfaction, that:

- a. the delay in providing notice of Approval or non-Approval delayed the Contractor in the performance of its obligations under the Contract; and
- b. the period being claimed for postponement of the date of delivery of Supplies is reasonable and directly related to the Commonwealth's failure to provide the required notice,

then, on the Commonwealth notifying the Contractor that it has been satisfied that the requirements of this clause have been met, the date for delivery of the affected Supplies shall be varied by the period specified in the Commonwealth's notice and the Contract shall be amended in accordance with clause 11.1 of the COC.

2.3.8 Approval of a data item by the Commonwealth shall not be construed as:

- a. any more than an indication that the data item appears to the Commonwealth Representative to be capable of being used as a basis for further work;
- b. limiting the Contractor's responsibility to provide Supplies in accordance with the requirements of the Contract; and
- c. an election to not enforce any right under this Contract or any cause of action arising out of or as a consequence of any act or omission of the Contractor or any Contractor Personnel.

2.3.9 Until a proposed amendment or update to an Approved data item is Approved, the extant data item shall remain in effect.

2.3.10 The Contractor shall bear all costs associated with data item maintenance, except to the extent that the Commonwealth otherwise agrees, in writing.

2.3.11 The Contractor acknowledges that the Commonwealth's obligations to action the data items within the timeframes described in this SOW are subject to the Contractor delivering the data items in accordance with the SOW, and that any delay by the Contractor may result in the Commonwealth not being able to action the data items within the timeframes specified.

3. PROJECT MANAGEMENT (CORE)

3.1 Contractor's Project Management Arrangements (Core)

3.1.1 The Contractor shall nominate within its company structure a project manager (referred to as the 'Contractor's Project Manager') with suitable capability and authority to manage the Contract.

3.2 Contract Status Reports (Optional)

Note to drafters: If the expected duration of the Contract is short (eg, a few months), it may not be long enough to need CSRs. In this case, the heading should be retained and '(Not used)' added at the end of the heading. Delete all clauses below the heading.

3.2.1 The Contractor shall develop the Contract Status Reports (CSRs), which comply with the requirements of DID-PM-STAT-CSR-1 and clause 2.3.1.

Note to drafters: Select an option as applicable. Options A or B may be used when the Contract will or will not include an AIC program; however, contracts with an AIC program will more likely include progress meetings (ie, Option B). For both Options A and B, the AIC report will be included as part of each CSR. If the AIC Report (Part B) will be required less frequently (eg, six-monthly) than Part A of the CSR (eg, three-monthly), then select Option C.

Option A: Include this option if CSRs will be required under the Contract, but progress meetings (under clause 3.3) will not be required.

3.2.2 The Contractor shall deliver the CSRs to the Commonwealth Representative, for Approval, at intervals of no greater than [...INSERT PERIOD...] months from the Effective Date (ED).

Option B: Include this option if CSRs will be required, and progress meetings (under clause 3.3) will also be required under the Contract.

3.2.3 The Contractor shall deliver the CSRs to the Commonwealth Representative, for Approval, [...INSERT NUMBER, EG 10 ...] Working Days prior to each progress meeting held in accordance with clause 3.3.

Option C: Include this option if the draft Contract will include an AIC program and AIC Reports will be delivered less frequently than the Part A of the CSR.

3.2.4 The Contractor shall deliver to the Commonwealth Representative, for Approval, parts of the CSR as follows:

- a. Part A, 'Contract Status', [...INSERT NUMBER, EG 10 ...] Working Days prior to each progress meeting held in accordance with clause 3.3; and
- b. Part B, 'Australian Industry Capability (AIC) Report', with [...INSERT EG. 'every', 'every second', 'every fourth'...] delivery of Part A, to report on the AIC program in accordance with clause 3.8.

3.2.5 If the Commonwealth notifies the Contractor on the basis of any CSR that the Contractor has failed to maintain satisfactory progress under the Contract, the Contractor shall advise the Commonwealth, within 10 Working Days, of the remedial measures proposed to re-establish Contract progress, and shall reflect the results of such measures in subsequent CSRs.

3.3 Progress Meetings (Optional)

Note to drafters: For many ASDEFCON (Complex Materiel) Volume 1 contracts, the CSR, informal communications, and extraordinary meetings if required, will be sufficient to manage the contract and progress meetings will not be required. If progress meetings are not required,

then the heading should be retained and '(Not used)' added at the end of the heading. Delete all clauses below the heading.

If progress meetings are required, they are usually informed by a CSR, and the CSRs are scheduled for delivery before meetings (see clause 3.2 above). Refer to the SOW Tailoring Guide for an alternative clause.

- 3.3.1** The Contractor shall conduct progress meetings at intervals of no greater than [...INSERT NUMBER OF MONTHS...] months from the Effective Date (ED), unless otherwise agreed by the Commonwealth Representative.
- 3.3.2** Progress meetings shall be co-chaired by the Commonwealth Representative or nominated representative and the Contractor's Project Manager or nominated representative.
- 3.3.3** At least 10 Working Days prior to each progress meeting, the Contractor shall develop and deliver to the Commonwealth Representative a meeting agenda for Approval, which:
- a. complies with clause 2.3.1; and
 - b. addresses all topics included in CSRs, as per clause 3.2, and any other matters as required by the Commonwealth Representative or Contractor.
- 3.3.4** The progress meetings shall not be conducted until the Commonwealth Representative has agreed the time and place of the progress meeting.
- 3.3.5** Unless otherwise agreed by the Commonwealth Representative, the Contractor shall provide the facilities (including, when applicable, the venue), materials and services reasonably required for the conduct of the progress meetings. Review meetings may be held virtually when agreed by the Commonwealth Representative.
- 3.3.6** Within five Working Days following each progress meeting, the Contractor shall deliver minutes of the meeting to the Commonwealth Representative for Approval, which summarises the major points of discussion, decisions taken, and all actions arising from the meeting.

3.4 Extraordinary Meetings (Core)

- 3.4.1** Either party may call extraordinary meetings to discuss Contract matters where submission of CSRs and other forms of communication are inadequate to resolve the issues at hand.
- 3.4.2** When scheduling extraordinary meetings, the party calling the meeting shall:
- a. provide the other party with reasonable advance notice of such meetings;
 - b. advise the other party of the specific requirements for the meeting, including the nature of the issues to be discussed and the anticipated information requirements;
 - c. deliver an agenda to the other party, as soon as practical, considering the date of the meeting and the urgency of the issues to be discussed; and
 - d. chair the meeting, unless otherwise mandated by the Commonwealth Representative.
- 3.4.3** Extraordinary meetings shall not be conducted until the Commonwealth Representative has Approved the agenda.
- 3.4.4** Unless otherwise agreed by the Commonwealth Representative, the Contractor shall provide the facilities (including, when applicable, the venue), materials and services reasonably required for the conduct of extraordinary meetings. If the meeting is held at a third party's premises, such facilities, materials and services shall be provided as agreed by the parties. Extraordinary meetings may be held virtually when agreed by the Commonwealth Representative.
- 3.4.5** Within five Working Days following the conclusion of the extraordinary meeting, the party that chaired the meeting shall deliver minutes to the other party, which summarise the major points of discussion, decisions taken, and all action items arising from the meeting. Contractor-developed minutes shall be subject to Approval by the Commonwealth Representative.

3.5 Maintenance of Contractual Documents (Core)

3.5.1 The Contractor shall incorporate all changes to the Contract and maintain a configured copy of the Contract.

3.5.2 The Contractor shall archive all superseded versions of the Contract to ensure that the exact status of the Contract at any previous time is able to be determined from the archived versions.

3.6 Defence Security Compliance (Optional)

Note to drafters: This clause is only required if Contract work involves classified information or classified equipment, as addressed by COC clause 11.8. If not required, the heading should be retained and '(Not used)' added at the end of the heading. Delete all clauses below the heading.

3.6.1 The Contractor shall ensure that all security procedures, training, facilities, fittings and clearance requests are established and maintained to meet the requirements of clause 11.8 of the COC.

3.7 Stocktaking of Contractor Managed Commonwealth Assets (Core)

3.7.1 The Contractor shall:

- a. institute, maintain and apply a system for, the accounting for and control, handling, preservation, protection and maintenance of Contractor Managed Commonwealth Assets (CMCA);
- b. undertake stocktakes of CMCA when requested by the Commonwealth (typically conducted quarterly but may be adjusted for the progress of the Contract); and
- c. develop and deliver to the Commonwealth Representative, for Approval, CMCA stocktaking reports that include the following information:
 - (i) the stocktake number;
 - (ii) the storage location of all goods included in the stocktake;
 - (iii) all stocktake codes;
 - (iv) stocktake start and end dates; and
 - (v) statistical data including the quantity and value of all discrepancies, shelf stock held, shelf stock stocktaken, surpluses and deficiencies.

3.7.2 The Contractor shall promptly conduct investigations into every discrepancy arising from stocktakes of CMCA.

3.7.3 The Contractor shall notify the Commonwealth Representative within one Working Day of becoming aware of any deficiencies that are discovered through a stocktake of CMCA.

3.8 Australian Industry Capability (Optional)

Note to drafters: This clause should be included if an AIC program will apply to any resultant Contract. Refer to COC clause 4 for the criteria for including an AIC program.

If an AIC program is not required, the heading should be retained and '(Not used)' added at the end of the heading. Delete all clauses below the heading.

3.8.1 The Contractor shall manage and conduct the Australian Industry Capability (AIC) program in accordance with clause 4 of the COC, Attachment G, and this clause 3.8.

3.8.2 The Contractor shall develop and deliver the AIC Reports, as part of the CSR, in accordance with clause 3.2.

4. INTEGRATED LOGISTICS SUPPORT (CORE)

4.1 Training Readiness Review (Optional)

Note to drafters: *If the Contractor will not provide Training as a deliverable, or the preparation for Training will be relatively simple, then a TNGRR may not be required and the heading should be retained and '(Not used)' added at the end of the heading. Delete all clauses below the heading.*

4.1.1 After delivery (and installation if applicable) of Training Equipment and Training Materials, and prior to the conduct of any Training required to be provided by the Contractor, the Contractor shall conduct a TNGRR with the Commonwealth Representative.

4.1.2 The Contractor shall conduct the TNGRR, as an extraordinary meeting in accordance with clause 3.4, to review the readiness of Training course design, Training Materials, Training Equipment, classrooms or other facilities, instructors and students, and to confirm that all necessary elements are ready to enable Training to commence.

4.2 Facilities Preparedness Review (Optional)

Note to drafters: *The FACPR is intended as a review to confirm that Commonwealth facilities are ready for the installation of the Supplies (eg, 'Mission System' equipment, S&TE or Training Equipment) by the Contractor. This clause is only required if the Contractor will install the Supplies into Commonwealth facilities. The ASDEFCON (Complex Materiel) Volume 2 template should be considered if a more complex installation program is required.*

This template does not include facilities / building work. Such work needs to be coordinated by the Project Manager and Security and Estate Group (SEG), prior to the FACPR. If the Contractor is expected to perform significant installation work, drafters should refer to COC clause 12.4 in regards to a principal contractor. Drafters should discuss with SEG the need to co-ordinate work between the Contractor and SEG (and SEG contractors) and any related work co-ordination requirements that may need to be included in this clause.

If installation work is not required, then the heading should be retained and '(Not used)' added at the end of the heading. Delete all clauses below the heading.

Note to tenderers: *The purpose of the FACPR is to confirm the preparedness of Commonwealth facilities, and the conduct of any associated Commonwealth activities, to enable the Contractor to install items of equipment, that are Supplies, into Commonwealth facilities.*

4.2.1 Before commencing the installation of, and/or the connection of services to, those items of equipment that are Supplies to be installed into Commonwealth facilities, the Contractor shall conduct a FACPR with the Commonwealth Representative.

4.2.2 The Contractor shall conduct the FACPR as an extraordinary meeting in accordance with clause 3.4, to review the availability, accessibility, condition, safety and suitability of the designated facilities and services for the installation of, and/or connection of services to, the Supplies in those facilities.

4.2.3 When requested by the Commonwealth Representative, the Contractor shall provide, in preparation for the FACPR, any other information reasonably required by the Security and Estate Group, and other stakeholders, to enable the coordination of installation activities.

Option: *This clause should be included if installation drawings will be required (eg, for SEG). Requirements (eg, standards) for these drawings must be included in the Specifications, and the delivery requirements included in the Price and Delivery Schedule.*

4.2.4 The Contractor shall provide installation drawings, meeting the requirements defined in the [... INSERT NAME OF SPECIFICATION ...], for review prior to and at the FACPR.

4.3 Codification Data (Optional)

Note to drafters: *These clauses apply DEFLOGMAN Part 2 Volume 5 Chapter 5, 'Item Identification and Recording of Defence Logistics Assets in Support of MILIS' and Appendix 1 to NATO Standardisation Agreement (STANAG) 4177. The clause should not be changed without the agreement of a National Codification Bureau representative. While this clause is optional*

(eg, not required if procuring items that are already codified), Codification is mandatory if any 'items of supply' meet the criteria defined in the DEFLOGMAN.

If Codification is not required, then the heading should be retained and '(Not used)' added at the end of the heading. Delete all clauses below the heading.

- 4.3.1** The Contractor shall develop or update, as applicable, Codification Data that complies with the requirements of DID-ILS-TDATA-CDATA for all Supplies:
- a. that are not codified, other than Supplies that are Software, services or data (unless any manuals are to be codified); and
 - b. that are codified but which differ from the configuration described by existing Codification Data.
- 4.3.2** At least 10 Working Days prior to the delivery of the related item(s) of Supplies, and unless otherwise agreed by the Commonwealth Representative in writing, the Contractor shall deliver (or arrange to have delivered) to the Commonwealth Representative for Approval, the Codification Data required by clause 4.3.1.
- 4.3.3** The Contractor acknowledges that Codification Data will be retained by the Australian National Codification Bureau (NCB) and may be retained by other NCBs for Codification and associated NCB functions.
- 4.3.4** If elements of Codification Data are provided to the Commonwealth:
- a. only for the purpose of Codification, those elements of Codification Data will only be used in accordance with this clause 4.3; and
 - b. for a purpose that is in addition to Codification, those elements of Codification Data will be subject to the requirements of clause 5 of the COC and this clause 4.3.
- 4.3.5** The Contractor shall include the relevant terms of this clause 4.3 in all Subcontracts, as necessary to ensure the provision of Codification Data to the Commonwealth and other NCBs.

4.4 Disposal Requirements (Optional)

Note to drafters: Although the information to be provided in tender responses includes disposal information, this clause allows for clarification and additional detail.

If the procurement is for additional items already held by the Commonwealth, and disposal information is known, the clause below can be deleted and the heading annotated as '(Not used)'.

- 4.4.1** Within 10 Working Days following the Effective Date, the Contractor shall deliver to the Commonwealth Representative for Approval, a Disposal Requirements Report advising of any aspects of the Supplies that have special disposal requirements due to legislative, regulatory, security, environmental, health and safety, or any other restrictions.

5. VERIFICATION AND VALIDATION (OPTIONAL)

5.1 Final Inspection and Test (Optional)

Note to drafters: FI&T requires Verification that the Supplies meet the requirements of the SOW, including Specifications, and provides an assurance of their quality. FI&T may be used on its own or in conjunction with a Certified Quality Management System (refer clause 6.1).

This clause should be included if the Supplies are sufficiently complex to require a formal test process, to assure their quality and to verify that specified requirements have been satisfied, or to confirm a successful installation. Drafters should note that FI&T will apply to all items of Supplies, not only the major items of equipment (but this could be as simple as inspection on delivery). If this clause is included, clause 5.1.1 and the note to tenderers may be updated when a draft FI&TP is not required with the tender responses.

If this option is not selected, the heading should be retained and '(Not used)' added at the end of the heading. Delete all clauses below the heading.

Note to tenderers: Tenderers should note the requirement for FI&T to address all items of the Supplies detailed in the Price and Delivery Schedule. A draft FI&TP may be required in accordance with the response to tender data requirement D-4.

- 5.1.1 The Contractor shall further develop the Final Inspection and Test (FI&T) Plan (FI&TP) that complies with the requirements of DID-V&V-MGT-FI&TP and clause 2.3.
- 5.1.2 Within [...INSERT PERIOD, EG, '10'...] Working Days following the Effective Date, the Contractor shall deliver the FI&TP to the Commonwealth Representative for Approval.
- 5.1.3 The Contractor shall demonstrate that Supplies offered for Acceptance comply with the requirements of the Contract by the conduct of FI&T of the Supplies, in accordance with the Approved FI&TP.
- 5.1.4 At least [...INSERT PERIOD, EG, "30"...] Working Days before the conduct of any related FI&T activity, the Contractor shall review the FI&T Procedures, within the Approved FI&TP, for currency and, if applicable, deliver an update of the FI&TP to the Commonwealth Representative for Approval.

Note to tenderers: Ideally, test and inspection procedures should be modular, to permit a failed test activity to be repeated, where possible, without repeating other parts of the test program.

- 5.1.5 The Contractor shall invite the Commonwealth Representative or representatives appointed by the Commonwealth Representative to witness all FI&T activities for the Supplies.
- 5.1.6 Unless otherwise advised in writing by the Commonwealth Representative, the Commonwealth Representative or appointed representatives shall witness all FI&T activities for the Supplies that are conducted for the purposes of Acceptance.
- 5.1.7 Unless the Commonwealth Representative has advised that it will not witness an FI&T activity in accordance with clause 5.1.6, the Contractor shall not conduct that FI&T activity in the absence of Commonwealth witnesses.
- 5.1.8 Unless otherwise agreed in writing by the Commonwealth Representative, the Contractor shall provide the Commonwealth with at least [...INSERT PERIOD, EG, '20'...] Working Days advance notice of the start date and time of all FI&T activities for the Supplies.
- 5.1.9 Following each FI&T activity the Contractor shall prepare, in accordance with the Approved FI&TP, a FI&T Report (FI&TR) to report on the outcomes of the FI&T activity, and deliver the FI&TR to the Commonwealth Representative for Approval before offering the relevant Supplies for Acceptance.
- 5.1.10 The Contractor shall make reference to the applicable Approved FI&TR when Supplies are offered for Acceptance.

Option: This clause should be included when sampling items, out of a large set of identical Supplies, is required for FI&T.

- 5.1.11** The Contractor shall apply to the Supplies the sampling procedures of AS 1199:1988, 'Sampling procedures and tables for inspection by attributes' or AS 2490:1981, 'Sampling procedures and charts for inspection by variables for percent defective', as appropriate, or other recognised international sampling standard agreed by the Commonwealth Representative.

Option: This clause should be included when test equipment is to be used.

- 5.1.12** The Contractor shall ensure that inspection, measuring and test equipment used in the performance of work under the Contract is calibrated and associated documentation maintained, in accordance with AS/NZS ISO 10012:2004, or other recognised international calibration standard agreed by the Commonwealth Representative.

5.2 Test Readiness Reviews (Optional)

Note to drafters: If the Supplies or the complexity of the FI&T process warrants it, a TRR may be conducted prior to FI&T activities. If TRRs are not required, then the heading should be retained and '(Not used)' added at the end of the heading. Delete all clauses below the heading.

- 5.2.1** Unless otherwise agreed by the Commonwealth Representative, prior to the commencement of each FI&T activity the Contractor shall complete a Test Readiness Review (TRR) in conjunction with the Commonwealth, as an extraordinary meeting held in accordance with clause 3.4, which:
- a. confirms the completeness of FI&T Procedures;
 - b. assures that the relevant element of the Supplies is ready for the FI&T activity;
 - c. confirms that any Commonwealth resources required are available and prepared for the FI&T activity; and
 - d. confirms that the Contractor is prepared for the FI&T activity.

- 5.2.2** The Contractor shall not conduct any FI&T activity unless the Commonwealth has agreed, in writing, that the relevant TRR has been satisfactorily completed.

5.3 Materiel Safety Verification (Optional)

Note to drafters: This clause may not be required if acquiring further quantities of equipment already held by Defence. If not required, the heading should be retained and '(Not used)' added at the end of the heading. Delete all clauses below the heading.

- 5.3.1** The Contractor shall, with each item of the Supplies offered for Acceptance, provide the safety information (eg, an applicable safety case report, copies of design certifications, equipment operator manuals, analysis results, calibration records and test reports) necessary to address the requirements of clause 12.4.11 of the COC.

Note to drafters: If registration of design is applicable to the Supplies, ensure that the Specification (Annex A) includes the optional clause for the registration of the design of plant.

- 5.3.2** If the Supplies include plant that requires registration of design under the WHS Legislation, the Contractor shall:
- a. if the design is not already registered, obtain the registration of design from a relevant regulator and provide this information to the Commonwealth in sufficient time for review prior to the Supplies being offered for Acceptance;
 - b. attach a data plate to the relevant item(s) of plant (or in a circumstance where it is not practicable to attach the data plate to an installed item of plant, the data plate is to be affixed in a prominent place in the vicinity of the plant), which includes:
 - (i) the Design Registration Number (DRN);
 - (ii) the date of issue of the DRN;
 - (iii) the name of the Commonwealth, State or Territory regulator that issued the DRN; and

- (iv) if applicable, a unique plant registration number, and
- c. provide to the Commonwealth, on or prior to the delivery of the relevant item(s), all applicable documentation that details mandatory maintenance activities and inspections required to ensure the plant is, so far as is reasonably practicable, without risks to health and safety, including those assurance activities required by the WHS Legislation or a relevant code of practice.

6. QUALITY MANAGEMENT (CORE)

Notes to drafters: Quality of the Supplies may be assured by:

- a. *controlling the production process and relying on the work being conducted under a Certified QMS, without the conduct of FI&T;*
- b. *controlling the production process by relying on a Certified QMS, supported by the conduct of FI&T (under clause 5.1); or*
- c. *the FI&T of the Supplies (under clause 5.1) without relying on a QMS.*

A Certified QMS alone may be assessed as adequate to assure Quality during production of the Supplies (or to provide assurance when the Supplies were manufactured before ED).

Benefits of selecting clause 6.1, for a Certified QMS, are that:

- a. *the Supplies will (or should) be produced under quality-controlled conditions; and*
- b. *the Commonwealth gains the right to conduct audits and surveillance of production processes, which includes production process records and product test records.*

The disadvantage of a Certified QMS is the potential exclusion of tenderers that do not have, and do not wish to bear the cost of establishing, a Certified QMS. Drafters may need to consider the potential implications (eg, industry responses) should the cost of a Certified QMS not be justified. Note that requiring a new QMS to be Certified, when Supplies have already been produced, has little value.

Selecting the method of assuring Quality will depend on:

- a. *the value of ensuring that a Certified QMS is applied to the production of the Supplies, and whether the Commonwealth requires visibility of any such QMS; and*
- b. *the potential benefit of reducing the amount of FI&T effort needed.*

The three options, and the clauses to select for each option, are as follows:

Option 1: Quality is assured through a Certified QMS.

1. The Contractor is required to have a Certified QMS but not a Contract-specific Quality Plan; the Commonwealth can audit the Contractor's QMS and undertake process and product audits, but the Commonwealth does not require FI&T of the Supplies before Acceptance. This option is appropriate for non-critical Supplies with a mature production environment. This option is selected using clause 6.1, and deleting clauses 5.1 and 0 (FI&T not being required in this case). It avoids the cost of FI&T when this is not warranted in the circumstances of production controlled by a Certified QMS.

Option 2: Quality is assured through a Certified QMS and FI&T.

2. The Contractor is required to have a Certified QMS but not a Contract-specific Quality Plan; the Commonwealth can audit the Contractor's QMS and undertake process and product audits, and the Commonwealth also requires FI&T of the Supplies before Acceptance. This option is appropriate for complex Supplies where Quality management during production is critical, and where demonstration by FI&T is also necessary to confirm that Contract requirements have been met. This option is selected using clauses 5.1, 0 if applicable, and 6.1.

Option 3: Quality is assured through FI&T only.

3. There is no requirement for the Contractor to have a Certified QMS; the Commonwealth's rights for Quality audit and surveillance (under the COC clause for Commonwealth Access) are removed, and the Quality of the Supplies will be assured through the Verification activities of FI&T. This option is appropriate when a Certified QMS is not assessed as necessary due to the nature of the Supplies, their production environment (eg, already produced) or their application, and when FI&T is assessed as sufficient to provide Quality Assurance. This option is selected by deleting clause 6.1 and using clauses 5.1 and 0 if applicable.

If the Supplies have potential to have been manufactured before the Effective Date, clause 6.1.5 requires proof that the Certified QMS was applied to the manufacture of the Supplies.

6.1 Contractor Quality Management Responsibilities (Optional)

Note to drafters: These clauses are for use when Quality is to be assured (ie, alone or in conjunction with FI&T) through the control of production processes by a QMS, as described by Options 1 and 2 above.

If a QMS is not required, the heading should be retained and '(Not used)' added at the end of the heading. Delete all clauses below the heading.

- 6.1.1** The Contractor shall have a Quality Management System (QMS) Certified to AS/NZS ISO 9001:2016, *Quality Management Systems – Requirements* at the Effective Date, or other internationally accepted equivalent standard as agreed by the Commonwealth Representative.
- 6.1.2** The QMS shall have a Certification scope appropriate for the nature of the Supplies. The Certification scope need not include design and development activities if these are not required in the execution of the Contract.
- 6.1.3** The Contractor shall maintain and apply the QMS specified in clause 6.1.1 to the production of the Supplies and shall notify the Commonwealth Representative of any changes to the Certification status of the Contractor.
- 6.1.4** The Contractor shall ensure that all work performed under a Subcontract meets the requirements of the QMS to be applied by the Contractor under clause 6.1.
- 6.1.5** If all or part of the Supplies have been manufactured or partly manufactured prior to the Effective Date, the Contractor shall demonstrate to the Commonwealth Representative's satisfaction, before offering these Supplies for Acceptance, that a QMS meeting the requirements of this clause 6.1 was established prior to this manufacture, and maintained and applied throughout this manufacture.
- 6.1.6** During progress of work under the Contract, the Commonwealth may at its discretion perform Audit and Surveillance activities in relation to the work performed, including any of the following:
- a. System Audit;
 - b. Process Audit; or
 - c. Product Audit.
- 6.1.7** If at any time the Commonwealth Representative determines by Audit and Surveillance in accordance with this clause 6.1 or otherwise that, in relation to the production of the Supplies:
- a. the QMS applied no longer conforms to the Certified QMS; or
 - b. the products produced do not conform to the Specification,
- then the Commonwealth Representative may notify the Contractor in writing of the details of the non-conformance and require the Contractor to correct the non-conformance within the period specified in the notice.
- 6.1.8** The Contractor shall take whatever action is necessary to correct a Quality System / process / product non-conformance within the period specified in the notice issued pursuant to clause 6.1.7 or within any period agreed in writing by the Commonwealth Representative, and shall notify the Commonwealth Representative immediately upon taking corrective action. The Commonwealth may perform an Audit to verify that the non-conformance has been corrected.

6.2 Non-Conforming Supplies (Core)

- 6.2.1** If the Contractor seeks to use non-conforming materials or work in the Supplies, it shall develop and deliver to the Commonwealth Representative, for Approval, an Application for a Deviation that complies with the requirements of DID-PM-MGT-AFD and clause 2.3, together with all supporting documentation.

- 6.2.2** The Contractor shall deliver each Application for a Deviation to the Commonwealth Representative in sufficient time to enable the Contract requirements to be met should Approval be denied.
- 6.2.3** The Contractor shall comply with any conditions specified in the Approved Application for a Deviation, including any time limits on the use of non-conforming materials or work, limits to the scope of application, and any monitoring and remediation requirements.
- 6.2.4** Any Approval given by the Commonwealth Representative for the use of non-conforming materials or work shall not release the Contractor from due performance of any of its obligations under the Contract, except to the extent specifically set out in the Approved Application for a Deviation.

7. HEALTH SAFETY AND ENVIRONMENT (CORE)

7.1 Problematic Substances and Problematic Sources (Core)

7.1.1 Problematic Substances (Core)

- 7.1.1.1 The Contractor shall not deliver Supplies containing or emitting a Problematic Substance, which may affect the health or safety of persons who may be exposed to the Problematic Substance, unless the Problematic Substance is Approved and identified in, and is only used for the purposes specified in, Annex C.

Option: Include the following clauses when the Contract involves work on Commonwealth Premises (eg, for installations) that could involve Problematic Substances.

- 7.1.1.2 The Contractor shall not use, handle or store a Problematic Substance on Commonwealth Premises, unless the Problematic Substance and the purpose for which it is to be used, handled or stored, is Approved.
- 7.1.1.3 When Approved Substances are to be brought onto Commonwealth Premises by the Contractor, the Contractor shall notify the Commonwealth Representative of the proposed maximum quantities or volumes (as applicable), and location(s), at least 10 Working Days before the Approved Substances are to be brought onto Commonwealth Premises.

- 7.1.1.4 The Contractor shall deliver to the Commonwealth Representative, with any request for Approval of an additional Problematic Substance, a Safety Data Sheet (SDS) that complies with the requirements of DID-PM-HSE-SDS, except when the applicable SDS exists within the Australian *ChemAlert* database and the Contractor identifies that SDS to the Commonwealth Representative in writing, by reference to its unique record within that database.

7.1.2 Problematic Sources (Optional)

Note to drafters: This clause is to be included if work on Commonwealth Premises requires the use of a Problematic Source. If not required, replace the following clauses with 'Not used'. If the need for the clause is unclear, the clause may be included in the RFT with the following note to tenderers. Refer to the SOW Tailoring Guide for more information.

Note to tenderers: The following clause shall be included in the resultant Contract if the Contract involves work on Commonwealth Premises that will require the use of a Problematic Source.

- 7.1.2.1 Where work performed under the Contract on Commonwealth Premises requires the use of a Problematic Source, the Contractor shall only use the Problematic Source where the Problematic Source and the purpose for which it is to be used are Approved by the Commonwealth Representative.

Option: Include this option when the Commonwealth may supply an item containing a Problematic Source to the Contractor.

- 7.1.2.2 Where work performed under the Contract involves the use of a Problematic Source supplied by the Commonwealth (or a person on behalf of the Commonwealth), the Commonwealth shall provide the Contractor with details of the Problematic Source sufficient to enable compliance with the applicable WHS Legislation.

7.2 Environmental Management (Optional)

Note to drafters: If environmental issues / risks may be relevant to the Contract (eg, during installation work or FI&T), then the clauses below facilitate compliance with the COC if the Contractor is to perform Services on Commonwealth Premises with potential environmental issues. If not required, the heading should be retained and '(Not used)' added at the end of the heading. Delete all clauses below the heading.

- 7.2.1 The Contractor acknowledges that the environmental management requirements of this clause 7.2 apply to the performance of work on Commonwealth Premises.

- 7.2.2** Without limiting the Contractor's obligations at law and under clause 12.5 of the COC, the Contractor shall ensure that all work to be performed on Commonwealth Premises is performed in accordance with any environmental requirements:
- a. set out in the [...INSERT EG, the Environmental Management Plan for the Commonwealth Premises...]; and
 - b. advised by the Commonwealth or an Associated Party at the Commonwealth Premises.

7.3 Work Health and Safety (Core)

- 7.3.1** The Contractor shall perform all work under the Contract in accordance with clause 12.4 of the COC.

Note to drafters: The following option is to be included when work will be performed on Commonwealth Premises (eg, for installation and/or the FI&T of Supplies).

Option: For when work will be performed on Commonwealth Premises.

- 7.3.2** The Contractor shall, upon the request of the Commonwealth Representative, provide evidence of:
- a. any safety-related permits, regulatory approvals or other Authorisations that the Contractor or Subcontractors are required by law to obtain and maintain; and
 - b. any safety risk assessments, work procedures and associated control measures, applicable to the work carried out, or proposed to be carried out, on Commonwealth Premises.

- 7.3.3** The Contractor shall ensure that Contractor Personnel who will perform work on Commonwealth Premises participate in any safety-related site briefings that are made available by Defence. The Contractor shall ensure that Contractor Personnel attending the safety-related site briefings sign an attendance or safety briefing form, as applicable.

Note to drafters: For work carried on Commonwealth Premises, the Contractor is to be informed of the hazards to WHS in the work area (eg, asbestos in facilities where Supplies will be installed) and drafters need to include and tailor Annex D to the SOW to identify those hazards.

- 7.3.4** The Contractor acknowledges that Annex D to the SOW provides a list of known hazards present on Commonwealth Premises where work may be performed under the Contract ('the applicable Commonwealth Premises').
- 7.3.5** If the Contractor is in doubt as to the location of a hazard at the applicable Commonwealth Premises, the Contractor shall perform its obligations under the Contract on the basis that the hazard is present, unless and until it is verified that the hazard is not present.
- 7.3.6** If the Contractor discovers a hazard to WHS, additional to those identified in Annex D, the Contractor shall promptly notify the Commonwealth Representative of the hazard, take all reasonable steps to eliminate or minimise the associated risks, and then notify the Commonwealth Representative of the steps taken.

7.4 Incident Reporting and Remediation (Core)

- 7.4.1** The Contractor shall report, in accordance with the *Defence Safety Manual, Work Health and Safety Event (Incident) Reporting Policy and Guidance*, any Notifiable Incident that involves:
- a. Contractor Personnel on Commonwealth Premises;
 - b. Commonwealth Personnel at Contractor Premises; or
 - c. Contractor Personnel on Contractor Premises where the incident arises out of the conduct of the Commonwealth's business or undertaking (including in connection with a Commonwealth specified system of work).

- 7.4.2** The report provided under clause 7.4.1 shall include the provision of a completed Department of Defence Form AE527 (as amended or replaced from time to time), or be provided using the Sentinel Event Kiosk on the Defence Protected Network (if applicable).
- 7.4.3** The Contractor shall, in respect of any Notifiable Incident arising out of, or in connection with the Contract:
- a. if a Notifiable Incident occurs on Commonwealth Premises, preserve the incident site until the Commonwealth regulator has confirmed that the site may be released (as advised either directly or through the Commonwealth);
 - b. immediately provide the Commonwealth Representative with a copy of the notice required to be provided to the relevant Commonwealth, State or Territory regulator;
 - c. promptly provide the Commonwealth Representative with a copy of any investigation report relating to the Notifiable Incident;
 - d. promptly provide the Commonwealth Representative with copies of any notice or other documentation issued by the relevant Commonwealth, State or Territory regulator; and
 - e. within 10 Working Days of the date of notification to the relevant Commonwealth, State or Territory regulator, provide the Commonwealth Representative with a summary of the related investigations, actions to be taken, and any impact on the Contract that may result from the Notifiable Incident.
- 7.4.4** The Commonwealth shall immediately inform the Contractor of any Notifiable Incident involving Contractor Personnel on Commonwealth Premises, of which it is aware, and provide the Contractor with a copy of the notice that is provided by the Commonwealth to the Commonwealth regulator about the Notifiable Incident.