

PART 1 - CONDITIONS OF REGISTRATION

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1 GENERAL

1.1 General

- 1.1.1 In July 2015, the Australian Government announced the new Pacific Maritime Security Program (PMSP), which includes funding of AUD15 million per year for integrated aerial surveillance services across the Western and Central Pacific.**
- 1.1.2 As a result, the Commonwealth of Australia requires a contracted manned fixed-wing surveillance capability that will be coordinated by the Pacific Islands Forum Fisheries Agency (FFA) Secretariat, commencing in Financial Year 2017-18. This aerial surveillance will be contracted by the Commonwealth of Australia as represented by the Department of Defence (Commonwealth) and implemented by the FFA Secretariat through their direct consultation with FFA Members.
- 1.1.3 The contracted platform would be delivered through a Request For Tender (RFT) process to shortlisted potential suppliers that respond to this Invitation to Register Interest (ITRI). The RFT, to be released following this ITRI, will outline the surveillance 'effect' that the Commonwealth and the FFA are seeking to achieve, allowing the market to determine the most cost effective platform and surveillance model (including but not limited to: hub & spoke; distributed support; single or multiple point of departure & support; and other options that suppliers may suggest given their experience and expertise). Essential platform capabilities will be specified within the RFT, which will include the flexibility to be retasked to surveillance related to Search and Rescue (SAR) and Humanitarian Assistance and Disaster Responses (HADR) if directed. The RFT will allow for a mix of regionally-based and Australian-based providers, although there will be a requirement for any potential tenderer to meet Australian (or equivalent) civil aviation certification, pilot licensing, and security checking requirements.**
- 1.1.4 Operational control (OPCON) of the patrol plan and tasking will be given to the FFA Secretariat to be exercised through the Regional Fisheries Surveillance Centre (RFSC) based in Honiara. This will ensure flexible tasking of air assets based on their information and intelligence requirements, which will be responsive to the priorities of the FFA Members and changing environment (including incidents such as SAR and HADR surveillance tasking).
- 1.1.5 The FFA Secretariat recognises that it will need to enhance internal capacity to adequately manage, communicate and analyse the information provided through aerial surveillance. It is anticipated that the service provider will be able to provide specialist personnel to complement the RFSC staffing capacity and/or support training requirements.
- 1.1.6 FFA Members will engage with the FFA RFSC in order to determine surveillance priorities, provide input into the regional surveillance plan, coordinate air/surface asset interaction (including determining necessary processes for national approval and coordination), submit air tasking requests for patrols of their Exclusive Economic Zones (EEZs) (once the plan has been promulgated), and share/receive information and intelligence gathered from surveillance patrols. The FFA RFSC is the key regional coordination centre for assisting its Members to detect and respond to Illegal, Unreported and Unregulated (IUU) fishing.
- 1.1.7 The eventual contract will need to balance surveillance needs identified by the FFA RFSC with the requirement (yet to be identified by the FFA Secretariat and the Commonwealth) to engage with FFA Members directly, through communicating with national headquarters, combined patrolling with FFA Member surface assets (such as the Pacific Patrol Boats (PPBs)), landing at local airfields, and/or embarking a local air observer.
- 1.1.8 The contract will make provisions if possible, for FFA Secretariat personnel or FFA Member representatives to travel on the air platform whenever possible as an observer, to provide technical information on aspects of the fishing industry and regulatory environment to platform crew, increase their familiarity with the air environment and air-surface communications, provide localised fisheries knowledge and demonstrate the importance of their active participation and increased patrolling by the PPBs.
- 1.1.9 Given the requirement to incrementally build the capacity of the FFA and FFA Members to absorb increased aerial surveillance patrols over time, the contract will be implemented

using a phased approach. The rate of patrol effort under the contract will be scalable, with the frequency of surveillance patrols starting from a low rate and increasing over time.

- 1.1.10 The Commonwealth and the FFA Secretariat will report on the implementation of the contracted solution to the Forum Fisheries Committee (FFC) on an annual basis. Towards the conclusion of the initial contract phase, the Commonwealth and the FFA Secretariat will conduct a review of the outcomes, with the findings to be presented to FFA Members to inform the next phase of the contractual arrangements to reflect the needs, requirements and capacity of the region.
- 1.1.11 Aerial surveillance under the PMSP includes surveillance of IUU fishing and also broader transnational crime. It is anticipated that the initial phase of the aerial surveillance will focus on detecting IUU fishing activity, and support protection and policing of FFA Member's EEZs. Subsequent phases will incorporate broader law enforcement functions including fishery-related criminal activity and other illicit maritime activity as familiarity and interoperability with the air platform develops. The contract will provide the FFA Secretariat with an aerial surveillance 'service' available for tasking as required. The platform will be manned and maintained by the service provider and funds will not be paid to FFA Members or the FFA Secretariat to run this contract.
- 1.1.12 Following this ITRI process, the Commonwealth intends to conduct a RFT process.
- 1.1.13 In conducting this ITRI, the Commonwealth is seeking an outcome that will:
- a. identify potential suppliers capable of fulfilling Defence's requirements;
 - b. establish if respondents have the technical, managerial or financial capacity to satisfy the requirements;
 - c. reduce the time spent by Defence in evaluating a large number of very complex and detailed responses to the RFT;
 - d. allow prospective suppliers sufficient time to explore licensing requirements and establish their subcontractors; and
 - e. allow prospective suppliers sufficient time to explore the stated effect to identify innovative solutions that may be attractive in the RFT process, given that the total amount available to achieve the desired effect has been pre-established at AUD15million..

1.2 Interpretation of Invitation to Register

- 1.2.1 The ITRI comprises:
- a. Part 1 – conditions of registration and annexes; and
 - b. Part 2 – statement of requirement (SOR) and annexes (if any).
- 1.2.2 In this ITRI, unless the contrary intention appears:
- a. headings are for the purpose of convenient reference only and do not form part of this ITRI;
 - b. the singular includes the plural and vice-versa;
 - c. a reference to one gender includes the other;
 - d. a reference to a person includes a body politic, body corporate or a partnership;
 - e. if the last day of any period prescribed for the doing of an action falls on a day, which is not a Working Day, the action is to be done no later than the end of the next Working Day;
 - f. a reference to an Act is a reference to an Act of the Commonwealth, State or Territory of Australia, as amended from time to time, and includes a reference to any subordinate legislation made under the Act;
 - g. a reference to a clause includes a reference to a subclause of that clause;
 - h. a reference to a specification, publication, Commonwealth policy or other document is a reference to that specification, publication or document, in effect on the date of

release of this ITRI or alternatively, a reference to a revised version of the document if agreed in writing between the parties;

- i. the word 'includes' in any form is not a word of limitation;
 - j. a reference to a party includes that party's administrators, successors, and permitted assigns, or its officers, employees, agents or advisers; and
 - k. words, abbreviation and acronyms have the meaning given to them by the Glossary at Annex D to the conditions of registration.
- 1.2.3 To the extent permitted by law, no binding contract (including a process contract) or other understanding (including any form of contractual, quasi-contractual or restitutionary rights, or rights based upon similar legal or equitable grounds) will exist between the Commonwealth and a respondent unless and until a contract is signed by the Commonwealth and the successful respondent following any subsequent procurement process.
- 1.2.4 The Commonwealth will not be responsible for any costs or expenses incurred by any respondent in preparation or lodgement of a response or taking part in the ITRI process. If there is an inconsistency between any part of this ITRI, a descending order of precedence is to be accorded to the:
- a. conditions of registration and the Glossary;
 - b. annexes to the conditions of registration other than the Glossary;
 - c. SOR, including annexes (if any); and
 - d. any document incorporated by express reference as part of the ITRI,
- so that the provision in the higher ranked document, to the extent of the inconsistency, prevails.

1.3 Amendment of the Invitation to Register

Note to respondents: When an amendment to the ITRI is issued by the Commonwealth it will be through AusTender. Refer to clause 3.1 for further information on AusTender.

- 1.3.1 The Commonwealth may amend this ITRI upon giving respondents timely written notice of an amendment.
- 1.3.2 If the Commonwealth amends this ITRI under this clause 1.3.1 after responses have been submitted, it may seek amended responses.
- 1.3.3 Respondents will have no claim against the Commonwealth or its officers, employees or advisers in connection with the exercise of, or failure to exercise, the Commonwealth's rights under this clause 1.3.

1.4 Termination, Suspension or Deferral of Invitation to Register Process

- 1.4.1 Without limiting its other rights under this ITRI or at law or otherwise, the Commonwealth may suspend, defer or terminate this ITRI process at any time. The Commonwealth will notify respondents to this effect.

1.5 Other Commonwealth Rights

- 1.5.1 Without limiting its other rights under this ITRI or at law or otherwise, the Commonwealth may at any time during this ITRI process, select one or more respondents to conduct any subsequent procurement process.
- 1.5.2 Despite any indication by the Commonwealth as to the conduct of any subsequent procurement process, including that any subsequent procurement process will occur, the Commonwealth may:
 - a. undertake a different procurement process, with or without the respondent;
 - b. not complete this ITRI process; or
 - c. not conduct any subsequent procurement process.
- 1.5.3 Any time or date in this ITRI is for the convenience of the Commonwealth. The establishment of a time or date in this ITRI does not create an obligation on the part of the Commonwealth to take any action or exercise any right established in this ITRI or otherwise.

1.6 Australian Government Requirements

Note to respondents: Electronic copies of relevant Defence documents are available on the internet. Any other documents required can be provided by the Contact Officer. An electronic version of the DPPM can be accessed via the 'Procurement in Defence' webpage on the 'Doing Business with Defence' internet site at <http://www.defence.gov.au/dmo/DoingBusiness/ProcurementDefence/>.

- 1.6.1 Respondents should familiarise themselves with the following Commonwealth policies:
- a. Defence and Industry policy as detailed in the *Defence and Industry Policy Statement* and Australian Industry Capability policy as detailed in the DPPM;
 - b. Conflicts of interest; Gifts, hospitality and sponsorship; Notification of Post Separation Employment; Management and reporting of unacceptable behaviour; The reporting and management of notifiable incidents; Incident recording; and ethical relationship policies as detailed in the DPPM, DI(G) PERS 25-6, DI(G) PERS 25-7, DI(G) PERS 25-4, DI(G) PERS 35-3, DI(G) ADMIN 45-2, DI(G) ADMIN 67-2 and *Defence and the Private Sector – An Ethical Relationship*; and
 - c. Work Health and Safety, Hazardous Substances, Defence Environmental, Ozone Depleting Substances and Synthetic Greenhouse Gases, Public Interest Disclosure, Workplace Gender Equality and Indigenous Procurement policies as detailed in the DPPM.
- 1.6.2 Respondents acknowledge that as a Commonwealth agency, the Department of Defence is subject to legislative and administrative accountability and transparency requirements of the Commonwealth, including disclosures to Ministers and other Government representatives, Parliament and its Committees and the publication of information in respect of this ITRI process.
- 1.6.3 The respondent agrees that the Department of Defence may provide any information collected or provided during the course of this process to other Commonwealth agencies or regulatory bodies.

1.7 Defence Procurement Processes

- 1.7.1 Respondents and their officers, employees, agents and advisers are to, at all times during the ITRI process, comply with the 'Promoting confidence in Defence procurement processes' requirements contained in *Defence and the Private Sector – An Ethical Relationship*.

2 RESPONSE PREPARATION

2.1 Respondents to Inform Themselves

- 2.1.1 The Commonwealth makes no representations or warranties that the information in this ITRI or any information communicated or provided to respondents during this ITRI process is, or will be, accurate, current or complete.
- 2.1.2 Respondents are responsible for:
- a. examining this ITRI, any documents referenced in or attached to this ITRI and any other information made available by the Commonwealth to respondents in connection with this ITRI process;
 - b. obtaining and examining all further information which is obtainable by the making of reasonable inquiries relevant to the risks, contingencies, and other circumstances having an effect on their responses; and
 - c. satisfying themselves as to the accuracy and completeness of their responses.
- 2.1.3 Respondents prepare and lodge a response based on the respondents' acknowledgment and agreement that they:
- a. do not rely on any representation, letter, document or arrangement, whether oral or in writing, or other conduct as adding to or amending these conditions other than as expressly stated by the Commonwealth in writing;

- b. have relied entirely upon their own inquiries and inspection in respect of the subject of their response; and
- c. are aware of the Australian Consumer Law (Schedule 2 to the Competition and Consumer Act 2010) and Division 137 of the Criminal Code under which giving false or misleading information is a serious offence; and
- d. are aware of the impact of the *Auditor-General Act 1997* on its participation in the ITRI and any subsequent procurement process.

2.2 Language and Measurement

- 2.2.1 Any response, including all attachments and supporting documentation, is to be written in English.
- 2.2.2 All measurements are to be expressed in Australian legal units of measurement unless otherwise specified in this ITRI.

2.3 Response Preparation

- 2.3.1 Unless otherwise agreed, respondents are to complete and provide the information requested in the annexes to the conditions of registration and are to do so in the manner requested in the annexes to the conditions of registration.
- 2.3.2 Supporting documentation may be provided to enhance the response. Supporting documentation relevant to a particular annex is to be indicated in that annex.

2.4 Responsibility for Response Costs

- 2.4.1 The respondent's participation in any stage of this ITRI process, or in relation to any matter concerning this ITRI, is at the respondent's sole risk, cost and expense. The Commonwealth will not be responsible for any costs or expenses incurred by any respondent in preparation or lodgement of a response or taking part in this ITRI process.
- 2.4.2 In addition to clause 1.2.3, the Commonwealth is not liable to the respondent for any costs on the basis of quantum meruit or any other contractual, quasi contractual or restitutionary grounds whatsoever as a consequence of any matter or thing relating to, or incidental to the respondent's participation in this ITRI process, including without limitation, instances where:
 - a. a respondent is not invited to participate in any subsequent procurement process;
 - b. the Commonwealth varies or terminates the evaluation and selection process;
 - c. the Commonwealth decides not to proceed with this ITRI process;
 - d. the Commonwealth's defence capability requirements change; or
 - e. the Commonwealth exercises any other right under this ITRI or at law.

2.5 Contact Officer for Invitation to Register Inquiries

- 2.5.1 **The Contact Officer for this ITRI is:**
Director Pacific Islands and Maritime Security
Pacific and Timor-Leste Branch
R1-5-C068
Russell Offices, Canberra
ACT, 2610
Email: ipdiv.itri@defence.gov.au
- 2.5.2 Respondents are to direct any questions regarding this ITRI to the Contact Officer in writing.
- 2.5.3 Respondents may submit questions to the Contact Officer up until five Working Days prior to the Response Closing Time.
- 2.5.4 Any question submitted by respondents is submitted on the basis that the Commonwealth may circulate the respondent's questions and the Commonwealth's answers to all other respondents without disclosing the source of the questions or revealing Confidential Information or the substance of the proposed response.

2.6 Preparation and Transmission of Classified Responses

Note to respondents: For information on preparation and transmission of classified responses and for access to the DSM, respondents should contact the Contact Officer.

- 2.6.1 Classified information in responses is to be avoided where possible. If this cannot be achieved, responses containing classified information are to be prepared and transmitted as follows:
- a. for Australian responses, in accordance with Part 2:33 of the Defence Security Manual (DSM), as amended from time to time; and
 - b. for overseas responses, in accordance with the applicable industrial security information system regulations issued by the appropriate government security authority in their country. If transmission involves transmission by diplomatic bag, the overseas respondent is to use the diplomatic bag of its own government.
- 2.6.2 If only part of a response contains classified information, that part may be segregated from the remainder of the response for separate transmission. However, both parts of the response are subject to the Response Closing Time. Care should therefore be taken to ensure that sufficient time is allowed for the response to be received by the Response Closing Time when secure means of transmission are used.

2.7 Defence Security Clearance Requirements

- 2.7.1 On request by the Commonwealth, the respondent is to comply with the Commonwealth security clearance and accreditation process as detailed in Parts 2:4, 2:20 and 2:60 of the DSM as amended from time to time, including obtaining the level of security clearance and accreditation required by the Commonwealth.

2.8 Not Used

3 RESPONSE LODGMENT

3.1 Lodgement of Responses

Note to respondents: The Response Closing Time will also be displayed in the relevant AusTender webpage together with a countdown clock that displays in real time the amount of time left until Response Closing Time (for more information please see AusTender Terms of Use). For the purposes of determining whether a response has been lodged before the Response Closing Time, the countdown clock will be conclusive.

- 3.1.1 AusTender is the Australian Government's procurement information system. Access to and use of AusTender is subject to terms and conditions. In participating in this ITRI (Approach to Market (ATM)), respondents are to comply with those terms and conditions and any applicable instruction, process, procedures and recommendations as advised on AusTender at <https://www.tenders.gov.au/?event=public.termsOfUse>.
- 3.1.2 All queries and requests for AusTender technical or operational support are to be directed to:
- AusTender Help Desk
Telephone: 1300 651 698
International: +61 2 6215 1558
Email: tenders@finance.gov.au
- The AusTender Helpdesk is available between 9am and 5pm Australian Capital Territory (ACT) local time, Monday to Friday (excluding ACT and national public holidays).
- 3.1.3 Responses are to be lodged electronically via AusTender (<https://www.tenders.gov.au>) before 2pm local time in the Australian Capital Territory (ACT) on 20 January, 2017 (the 'Response Closing Time') in accordance with the response lodgement procedures set out in this ITRI and on AusTender.
- 3.1.4 Responses are to be lodged in the Microsoft Word, Microsoft Excel or PDF format. All file names should:

- a. sufficiently identify the respondent by including their name; and
 - b. reflect the parts of the response they represent, where the response comprises multiple files.
- 3.1.5 Proposals lodged in Microsoft Word or Excel must be readable using Microsoft Office 2003 SP3 and Proposals lodged in PDF format must be readable using Adobe Acrobat Reader v10.
- 3.1.6 The respondent is to include a PDF copy of the executed Declaration by Respondent.
- 3.1.7 Response files should not exceed a combined file size of 500 megabytes per upload.

3.2 Alterations, Erasures or Illegibility

- 3.2.1 Any alterations or erasures made to a response by a respondent are to be initialled by that respondent. Responses containing alterations or erasures that are not initialled, or pricing or other information that is not stated clearly and legibly, may be excluded from consideration.

4 MATTERS CONCERNING RESPONSES

4.1 Confidential Information

- 4.1.1 The Commonwealth may require a respondent to execute a deed of confidentiality before being provided with some or all of the information included in the ITRI. Whether or not such a deed is required, and without limiting a respondent's obligations under the deed, respondents are to:
- a. treat the ITRI and any information provided to respondents by or on behalf of the Commonwealth in connection with the ITRI process as confidential;
 - b. not disclose or use that information except as strictly required for the purpose of developing a response in accordance with the ITRI; and
 - c. not disclose that information to another respondent unless that respondent is a member of a consortium which is preparing a proposal in accordance with clause 4.8.
- 4.1.2 In accordance with paragraph 7.21 of the CPRs, the Commonwealth will treat responses as confidential.

4.2 Collusive Bidding

- 4.2.1 Respondents and their officers, employees, agents and advisers are not to engage in any collusive bidding, anti-competitive conduct, or any other similar conduct in relation to:
- a. the preparation or lodgement of responses; and
 - b. the evaluation and clarification of responses,
- in respect of this ITRI or ITRI process or any other procurement process being conducted by the Commonwealth in respect of its defence capability requirements.
- 4.2.2 For the purposes of clause 4.2.1, collusive bidding, anti-competitive conduct, or any other similar conduct may include the disclosure, exchange and clarification of information (in any form) whether or not such information is confidential to the Commonwealth or any other respondent or any other person or entity.
- 4.2.3 In addition to any other remedies available under any law or any contract, the Commonwealth may immediately reject any response lodged by a respondent that, in the Commonwealth's reasonable opinion, has engaged in any collusive bidding, anti-competitive conduct, or any other similar conduct with any other respondent or any other person in relation to the preparation or lodgement of responses whether in respect of this ITRI or ITRI process or any other procurement process being conducted by the Commonwealth in respect of its defence capability requirements.

4.3 Unlawful Inducements

- 4.3.1 Respondents and Related Bodies Corporate, and their officers, employees, agents and advisers are to, at all times during the ITRI process, comply with any applicable laws (including foreign anti-corruption legislation) or Commonwealth policies regarding the offering of unlawful inducements in connection with the preparation of their response. The

Commonwealth may exclude a response from further consideration if in the opinion of the Commonwealth, a respondent or Related Body Corporate, or their officers, employees, agents or advisers fails to comply with this clause 4.3.1.

4.4 Improper Assistance

4.4.1 Responses that, in the opinion of the Commonwealth, have been compiled:

- a. with the improper assistance of current or former Defence Personnel or Defence Service Providers;
- b. with the utilisation of information unlawfully obtained from the Commonwealth;
- c. in breach of an obligation of confidentiality to the Commonwealth; or
- d. **contrary to the conditions of registration in this ITRI,**

may be excluded from further consideration.

4.5 Use of Former Defence Personnel or Defence Service Providers

4.5.1 Without limiting the operation of clause 4.4, a respondent is not to, without prior written approval from the Commonwealth, permit any Defence Personnel or Defence Service Provider to contribute to, or participate in, any process or activity relating to the preparation of the respondent's response or the ITRI process, if:

- a. the person was involved at any time in the planning of the procurement to which this ITRI relates, the preparation of this ITRI, or the management of the ITRI process; or
- b. the person was at any time during the 12 months immediately preceding the date of issue of this ITRI involved in a Defence procurement process or activity relevant or related to this ITRI.

4.5.2 If the respondent fails to comply with this clause 4.5, the response may be excluded from further consideration.

4.6 Conflict of Interest

4.6.1 A respondent is not to, and is to ensure that its officers, employees, agents and advisers do not, place themselves in a position that may or does give rise to an actual, potential or perceived conflict of interest between the interests of the Commonwealth and the respondent's interests during the ITRI process.

4.6.2 If during the ITRI process a conflict of interest arises, or appears likely to arise, the respondent is to notify the Commonwealth immediately in writing and take such steps as the Commonwealth may require to resolve or otherwise deal with the conflict. If the respondent fails to notify the Commonwealth or is unable or unwilling to resolve or deal with the conflict as required, the response may be excluded from further consideration.

4.7 Use of Response Documents

4.7.1 All response documents submitted in response to this ITRI become the property of the Commonwealth and the Commonwealth may use, retain and copy the information contained in those documents for the purposes of:

- a. evaluation of any response to this ITRI and the preparation and conduct of any procurement process subsequent to this ITRI;
- b. verifying the currency, consistency and adequacy of information provided under any other procurement process conducted by the Commonwealth; and
- c. the development of any other procurement process conducted by the Commonwealth.

4.7.2 The Commonwealth may disclose all or part of the response documents to a third party for the purposes of assisting the Commonwealth in the conduct of this ITRI process and for the purposes contained in clause 4.7.1. The Commonwealth may obtain appropriate confidentiality undertakings from the third party prior to disclosure.

4.7.3 Nothing in this clause 4.7 changes or affects the ownership of IP in the information contained in the response documents.

4.8 Part, Joint and Alternative Responses

- 4.8.1 The Commonwealth will not consider a response for part of the Supplies.
- 4.8.2 Without limiting the Commonwealth's rights, the Commonwealth intends in a subsequent procurement process to enter into a contract with a single legal entity that will be the party responsible for the performance of the contract. If respondents submit a consortium response for the Supplies, the consortium response is to:
- a. include in the response the information sought in the ITRI for each member of the consortium;
 - b. describe in detail in the response the relationship between each member of the consortium and the structure proposed for management of the consortium, including nominating a single point of contact for all communications in relation to the ITRI;
 - c. provide in the response that each member of the consortium will be jointly and severally liable for the performance of all members of the consortium under any resultant contract or that one member of the consortium will be fully liable for the performance of all members of the consortium; and
 - d. include such other information that the Commonwealth requires to undertake a risk assessment of the proposed consortium response.
- 4.8.3 The Commonwealth will not consider a joint response other than a response submitted in accordance with clause 4.8.2. A reference to respondent in the ITRI is a reference to each member of the consortium.
- 4.8.4 The Commonwealth may consider an alternative response submitted by a respondent that does not comply with the requirements of this ITRI. Any alternative response is to be submitted in accordance with clause 4.8.5.
- 4.8.5 The Commonwealth will not consider an alternative response unless the alternative response:
- a. is submitted together with a response that addresses the requirements of this ITRI;
 - b. is clearly identified as an alternative response submitted under clause 4.8.4;
 - c. complies with all essential requirements, if any, identified in the SOR;
 - d. is fully described by the respondent, including:
 - (i) the advantages, disadvantages, limitations and capability of the alternative response; and
 - (ii) the extent to which the adoption of the alternative response would impact upon the response that addresses the requirements of the ITRI, including any financial impact, impact on the provision of the Supplies and any other consequences of the alternative response; and
 - e. contains sufficient and verifiable supporting information and data to enable a comparison of the alternative response against other responses.
- 4.8.6 For the avoidance of doubt, alternative responses are not required to constitute a complete response that addresses all of the requirements of this ITRI.

5 COMPETITIVE SELECTION PROCESS

5.1 Response Presentations

- 5.1.1 The Commonwealth may, after the Response Closing Time and having provided respondents with reasonable notice, require any or all respondents to provide a presentation on their respective responses at Russell Offices, Canberra, ACT.

5.2 Response Evaluation

- 5.2.1 Responses will be evaluated utilising the response evaluation criteria at clause 6. No response will necessarily be shortlisted by the Commonwealth.
- 5.2.2 The Commonwealth may:

- a. consider additional information related to any evaluation criteria;
 - b. use material provided in response to one evaluation criterion in the evaluation of other criteria; or
 - c. subject to its IP and confidentiality obligations, use material provided by the respondent in other procurement processes conducted by the Commonwealth for purposes consistent with the Commonwealth's procurement objectives.
- 5.2.3 If additional criteria are intended to be applied for the purposes of evaluation, the Commonwealth will notify respondents in accordance with clause 1.3 who will be given an opportunity to respond.
- 5.2.4 The Commonwealth may exclude responses which are incomplete or clearly non-competitive from consideration at any time during the evaluation process, or may consider such responses and seek clarification under clause 5.6.
- 5.2.5 If a respondent is found to have made a false, misleading or deceptive claim or statement, the Commonwealth may exclude the response from further consideration at any time.

5.3 Minimum Content and Format Requirements

- 5.3.1 The Commonwealth may exclude a response from further consideration if the Commonwealth considers that:
- a. the response does not meet the requirements set out in clause 2.2; or
 - b. the respondent has not provided a signed Declaration by Respondent in the form required at Annex B to the conditions of registration.

5.4 Subsequent Procurement Process

- 5.4.1 Subject to clause 1.1, this ITRI process will be followed by a RFT process. It is intended that only shortlisted respondents will be requested to submit tenders in response to the proposed RFT. The preferred tender to any subsequent RFT process will be selected on the basis of value for money.
- 5.4.2 The Commonwealth may invite additional tenderers to submit a tender in response to any subsequent RFT at any time during the tender process, irrespective of whether or not such additional tenderers submitted an ITRI response.
- 5.4.3 Respondents are advised that any subsequent RFT process will be governed by its own conditions of tender, including a draft contract. In this process, it is proposed that the draft contract will be based on ASDEFCON (Services) template, modified as considered appropriate by the Commonwealth. The ASDEFCON (Services) template may be accessed at the following link: [ASDEFCON \(Services\) V2.4 Template](#)

5.5 Essential Requirements

- 5.5.1 The Commonwealth may exclude a response from further consideration if the Commonwealth considers that the respondent does not comply with a requirement identified as essential in the SOR.

5.6 Clarification

- 5.6.1 The Commonwealth may, at any time during this ITRI process, seek clarification from and enter into discussions with any or all of the respondents in relation to their response.
- 5.6.2 The Commonwealth may seek additional information in respect of any aspect of a response at any time. The Commonwealth may use such information in interpreting the response and in evaluating the risk to the Commonwealth of inviting the respondent to participate in any subsequent procurement process.
- 5.6.3 The Commonwealth is not under any obligation to take into account additional information provided by a respondent in response to a request.

5.7 Shortlisting

- 5.7.1 The Commonwealth may develop a shortlist of one or more respondents at any time during the evaluation process. Shortlisting will be conducted on the basis of an assessment of the responses against the requirements of this ITRI.

- 5.7.2 The Commonwealth intends that only shortlisted respondents will be requested to participate in any subsequent procurement process. However, the Commonwealth may invite additional suppliers to participate in any subsequent procurement process, irrespective of whether or not such additional suppliers submitted a response to this ITRI.

5.8 Debriefing of Respondents

- 5.8.1 Respondents will be notified whether they have been successful or unsuccessful and may request an oral or written debriefing. Respondents requiring a debriefing should contact the Contact Officer specified in clause 2.5.
- 5.8.2 Respondents will be debriefed against the evaluation criteria contained in clause 6.

6 RESPONSE EVALUATION CRITERIA

6.1 Response Evaluation Criteria

- 6.1.1 Subject to clause 5.2, the criteria to be applied for the purposes of evaluation are as follows, not in any order of importance:
- a. past performance of contractual obligations of the respondent, any proposed subcontractors and any Related Bodies Corporate;
 - b. the respondent's degree of overall compliance with this ITRI;
 - c. the extent to which the response meets the technical, functional, operational and performance requirements stated in the SOR, including any specifications;
 - d. the nature and extent to which the response identifies risks to the Commonwealth or to the respondent's capacity to meet the Commonwealth's requirements;
 - e. the proposed corporate structure and the financial and corporate viability of the respondent to provide the Supplies; and
 - f. the respondent's demonstrated technical and managerial capability to meet the requirements of the SOR.