

ANNEX A

INFORMATION TO BE SUPPLIED BY RESPONDENTS

1. RESPONDENT'S PROFILE

1.1 Respondents are to provide the following information:

- a. details of the respondent's background, experience and resources relevant to its ability to meet the requirement;
- b. details of any other matters relating to the commercial, technical or financial capability of the respondent which may materially affect the respondent's ability to meet the requirement;
- c. details of any orders, contracts, joint ventures, collaborations with other firms or companies or any other commitments relevant to the respondent's ability to meet the requirement;
- d. the proposed corporate structure and the financial and corporate viability of the respondent to meet the requirement;
- e. the following details of the respondent as applicable:
 - (i) the full name of the respondent, including any trading or business name;
 - (ii) if a company, the registered office, principal place of business and an outline of the company structure;
 - (iii) the date and place of incorporation;
 - (iv) individual shareholders holding 20 percent or more of any issued share capital;
 - (v) particulars of any foreign national, foreign bodies or organisations in a position to exercise or influence control over the respondent;
 - (vi) Related Bodies Corporate;
 - (vii) for a foreign firm or company, details of its registration, incorporation and place of business in Australia and the name of any Australian representative and its A.B.N./A.R.B.N. (if any); and
 - (viii) if an Australian company, its A.C.N./A.R.B.N. and A.B.N.

2. AUSTRALIAN INDUSTRY CAPABILITY (NOT USED)

Note to Respondents: AIC requirements will be addressed in the resultant Request for Tender identified at clause 5.4 of the Conditions of Response.

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3. SCHEDULE OF SUBCONTRACTORS

- 3.1 Respondents are to provide the details set out in Table 1 for proposed subcontractors to which the value of work to be subcontracted under a resultant contract may exceed AUD \$3M.
- 3.2 In addition, for each of the proposed subcontractors, respondents are to provide the details set out in clause 1.1e of this annex.

Table 1: Schedule of Subcontractors Format

Proposed Subcontractor	Work To Be Subcontracted (including technical significance)	Supplies	Comments

4. IDENTIFICATION OF RISKS

Note to Respondents: Respondents are to provide details of any benefits to the Commonwealth in their Response against the Statement of Requirement.

- 4.1 Respondents are to indicate any risks that might prevent or limit the respondent’s capacity to meet the SOR in whole or in part, due to, but not limited to:
 - a. achievability of the Commonwealth’s proposed schedule;
 - b. access to, or use of critical personnel, subcontractors or resources;
 - c. **qualifications, competencies or certifications required;**
 - d. Commonwealth resources required;
 - e. access to, or use of IP or Confidential Information, whether owned by, or licensed to or from the Commonwealth or any other party including any proposed subcontractor;
 - f. industry development;
 - g. insurances held or required;
 - h. the provision or use of warranties or indemnities;
 - i. work health and safety implications;
 - j. export and import approvals required;
 - k. proposed use of or management of Problematic Substances or Problematic Sources;
 - l. Commonwealth access to the respondent’s premises and records or the premises and records of any proposed subcontractors (if any);
 - m. technical and managerial risks associated with the Commonwealth’s proposed requirements; and
 - n. the Commonwealth’s security requirements.
- 4.2 For risks identified in accordance with clause 4.1, respondents are to also indicate how they intend to reduce, mitigate or otherwise manage those risks.

ANNEX A

5. PROCUREMENT SPECIFIC REQUIREMENTS (NOT USED)

6. STATEMENT OF NON-COMPLIANCE

6.1 If a respondent does not fully comply with any clause of the annexes to the conditions of registration (excluding Annex B) or the SOR, it is to state its non-compliances in a Statement of Non-Compliance in the format at Table 2. Responses are to be in the order in which the clauses appear and refer to the relevant clause number or annex. Responses are to be limited to the following expressions which are defined in the Glossary at Annex D:

- a. 'Complies';
- b. 'Does Not Comply'; or
- c. 'Exceeds Requirement'.

6.2 Responses to the effect of 'Partially Complies' will be evaluated by the Commonwealth as 'Does Not Comply'. If the respondent fails to state its level of compliance for a particular clause, then the respondent will be deemed to have responded as 'Complies' for that requirement.

Note to respondents: Failure to indicate all non-compliances in Table 2 may constitute false, misleading or deceptive conduct for the purposes of Australian Consumer Law (Schedule 2 to the Competition and Consumer Act 2010) or Division 137 of the Criminal Code.

Table 2: Statement of Non-Compliance Format

	Clause No. (Note 1)	Comments (Note 2)
Annexes (excluding Annex B) to the conditions of registration		
SOR		
Annexes to the SOR (if any)		

Notes to respondents:

1. **If appropriate, non-compliance may be indicated against groups of clauses, e.g. clause 3.1 to 3.3 inclusive – 'Does Not Comply'.**
2. **If a response does not comply with a particular clause, the respondent is to state:**
 - a. **the extent, justification and impact of non-compliance;**
 - b. **full details of any alternative proposal; and**
 - c. **the location in the response where non-compliance details and / or comments can be found.**

ANNEX B

DECLARATION BY RESPONDENT

7. DECLARATION BY RESPONDENT

7.1 Respondents are to provide a declaration in the following format:

(...INSERT NAME OF RESPONDENT AND A.C.N./A.R.B.N. and A.B.N...) submits its response to provide the requirements specified by this ITRI [...INSERT ITRI NUMBER...]. In preparing this response, the respondent acknowledges that it is aware of Australian Consumer Law (Schedule 2 to the *Competition and Consumer Act 2010*) and Division 137 of the *Criminal Code* and that its response does not contain any false, misleading or deceptive misrepresentations, claims or statements.

By submitting its response, the respondent acknowledges and agrees:

- a. to the Commonwealth's rights in the ITRI;
- b. that responses are prepared in accordance with the ITRI and are accurate, complete and not misleading;
- c. that the Commonwealth can utilise all relevant information about the respondent's performance on Commonwealth procurement activities;
- d. that the respondent conducted itself in a manner that is consistent with:
 - (i) the Commonwealth's obligations to act in accordance with the applicable Commonwealth procurement framework; and
 - (ii) the requirements set out in the 'Promoting confidence in Defence procurement processes' section of the Defence publication *Defence and the Private Sector - An Ethical Relationship*;
- e. that in performing any resultant contract, the respondent will not provide Supplies containing Asbestos Containing Material and will not take Asbestos Containing Material onto Commonwealth premises in connection with providing the Supplies;
- f. that the respondent does not have judicial decisions against it (including overseas jurisdictions but excluding decisions under appeal or instances where the period for appeal or payment/settlement has not expired) relating to unpaid employee entitlements where the entitlements remain unpaid;
- g. that the respondent does 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;
- h. that the respondent has relied entirely upon its own inquiries and inspection in respect of the subject of its response; and
- i. that the respondent is aware of the impact of the *Auditor-General Act 1997* on its participation in the ITRI and any subsequent procurement process.

8. PROBITY ASSURANCE

8.1 In preparing its response, the respondent has fully complied with the probity requirements as detailed in the conditions of registration in relation to:

- a. Collusive Bidding;
- b. Unlawful Inducements;
- c. Improper Assistance;
- d. Use of Former Defence Personnel or Defence Service Providers in Response Preparation and Process; and
- e. Conflict of Interest.

ANNEX B

9. CONFLICT OF INTEREST

9.1 Except to the extent identified in clause 9.2, the respondent confirms that, at the time of signing this declaration, no actual, potential or perceived conflict of interest exists between the interests of the Commonwealth and the respondent's interests in relation to the ITRI process.

9.2 The following actual, potential or perceived conflicts of interest currently exist: (...INSERT ANY ACTUAL, POTENTIAL OR PERCEIVED CONFLICTS OF INTEREST, OR IF NONE EXIST INSERT THE WORDS "NOT APPLICABLE" ...).

REGISTERED OFFICE OR OTHER ADDRESS OF RESPONDENT:

POSTAL ADDRESS:

.....

.....

.....

.....

TELEPHONE NUMBERS:

FACSIMILE NUMBERS:

.....

.....

Signature of respondent or person authorised to sign the response on behalf of the respondent.

SIGNATURE:

DATE OF SIGNATURE:

.....

.....

NAME (Block Letters):

POSITION HELD:

.....

.....

SIGNATURE OF WITNESS:

ADDRESS OF WITNESS:

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NAME (Block Letters):

.....

Company executive nominated to receive correspondence/inquiries:

NAME (Block Letters):

TELEPHONE NUMBER:

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.....

.....

FACSIMILE NUMBER:

.....

.....

ANNEX C

TECHNICAL

10. RESPONSE AGAINST THE STATEMENT OF REQUIREMENT

Note to respondents: Respondents are to provide details of any benefits to the Commonwealth.

- 10.1 Respondents are to provide evidence as to their willingness and capacity to meet the technical, functional, operational and performance requirements of the SOR, including any specifications.

ANNEX D

GLOSSARY

11. ACRONYMS AND ABBREVIATIONS

Abbreviation	Description
A.B.N.	Australian Business Number
ACM	Asbestos Containing Material
A.C.N.	Australian Company Number
ADF	Australian Defence Force
AIC	Australian Industry Capability
AO	Area of Operations
A.R.B.N.	Australian Registered Business Number
CASG	Capability Acquisition and Sustainment Group
CPRs	Commonwealth Procurement Rules
DI(G)	Defence Instruction (General)
DPPM	Defence Procurement Policy Manual
DSM	Defence Security Manual
EEZ	Exclusive Economic Zone
FFA	Pacific Islands Forum Fisheries Agency
FFC	Forum Fisheries Committee
HADR	Humanitarian Aid and Disaster Relief
IP	Intellectual Property
ITRI	Invitation To Register Interest
IUU	Illegal, Unreported and Unregulated fishing
MCS	Monitoring, Control and Surveillance
MDA	Maritime Domain Awareness
OPCON	Operational Control
PMSP	Pacific Maritime Security Program
PPB	Pacific Patrol Boat
QUAD	Quadrilateral Defence Coordinating Group
RFSC	Regional Fisheries Surveillance Centre
RFT	Request for Tender
SAR	Search and Rescue
SOR	Statement of Requirement
TD	Technical Data

12. DEFINITIONS

Term	Status	Definition
Asbestos Containing Material or ACM		has the meaning given in subregulation 5(1) of the <i>Work Health and Safety Regulations 2011</i> (Cth).

ANNEX D

Term	Status	Definition
Commonwealth		means the Commonwealth of Australia as represented by the Department of Defence ABN 68 706 814 312.
Complies		<p>in relation to a respondent's Statement of Non-Compliance, means:</p> <ul style="list-style-type: none"> a. in the case of a clause which specifies a characteristic or performance to be met by the Supplies to be provided, that the respondent meets the requirement as specified and agrees with the clause exactly as specified in the ITRI; b. in the case of a clause which is of an informative nature only that the clause has been read, understood and is agreed; or c. in the case of a clause where information has been requested that the information has been provided in the required level of detail and in the required format.
Confidential Information		<p>means information (whether or not owned by the Commonwealth) that meets all of the following criteria:</p> <ul style="list-style-type: none"> a. is commercially sensitive (ie, the information should not generally be known or ascertainable); b. disclosure would cause unreasonable detriment to the owner of the information or another party (eg, disclosure of a contractor's profit margin); and c. was provided with an express or implied understanding that it would remain confidential; <ul style="list-style-type: none"> but does not include information which: d. is or becomes public knowledge other than by a breach of confidence by the receiving party; e. is in the possession of a party without restriction in relation to disclosure before the date of receipt; or f. has been independently developed or acquired by the receiving party.
day		means a calendar day.
Defence		means the Department of Defence or the Australian Defence Force.
Defence Personnel		means an employee of the Department of Defence or a member of the Australian Defence Force (whether of the Permanent Forces or Reserves as defined in the <i>Defence Act 1903</i> (Cth)) and the equivalents from other organisations on exchange to Defence.

ANNEX D

Term	Status	Definition
Defence Service Provider		means a person, other than Defence Personnel, involved in Defence work or engaged by the Department of Defence or the Australian Defence Force.
document		includes: a. any paper or other materials on which there are writing, marks, figures, symbols or perforations having meaning for persons qualified to interpret them; and b. any article or material from which sounds, images, or writings are capable of being reproduced with or without the aid of any other article or device.
Does Not Comply		in relation to a respondent's Statement of Non-Compliance, means that the characteristic or performance requirement of the clause is not met by the respondent. If a respondent does not comply with a particular clause, the extent of and reason for non-compliance is to be stated. The respondent is to include a specific proposed amendment or alternative and the reason for that approach.
Exceeds Requirement		in relation to a respondent's Statement of Non-Compliance, means the Supplies offered exceed the specified requirements. Full details of the extent of variation from the specified requirement are to be stated.
FFA Convention		means the South Pacific Forum Fisheries Agency Convention concluded at Honiara on 10 July 1979.
FFA Members or Members		means members of the FFA including Australia, Cook Islands, Federated States of Micronesia, Fiji, Kiribati, Marshall Islands, Nauru, New Zealand, Niue, Palau, Papua New Guinea, Samoa, Solomon Islands, Tokelau, Tonga, Tuvalu and Vanuatu.
FFA Secretariat		means the advisory body established in 1979 in response to the wish of the FFA Convention to increase regional cooperation on fisheries. The FFA provides expertise, technical assistance and other support to its members to maximise benefits from the conservation and sustainable use of their fisheries resources, in particular tuna. The Secretariat is located at the FFA administrative headquarters in Honiara, Solomon Islands (1 FFA Road, Kola'a Ridge, Honiara, Solomon Islands). The Secretariat is managed by the Director-General.

ANNEX D

Term	Status	Definition
Pacific Islands Forum Fisheries Agency or FFA		<p>Is the term to describe FFC and the Secretariat in combination.</p> <p>The mission of the FFA is to drive regional cooperation to create and enable the maximum long term social and economic benefit from the sustainable use of our shared offshore fishery resources.</p>
Forum Fisheries Committee or FFC		<p>The Forum Fisheries Committee (FFC) meets annually and is the decision-making body responsible for providing detailed policy guidance to the Secretariat and most of the operational and administrative activity of the FFA.</p> <p>The FFC comprises of one representative of each of the 17 FFA Members.</p>
HADR		<p>means Humanitarian Aid and Disaster Relief which is the effort provided to, or generated by, a nation in response to a civil environmental or meteorological crisis.</p>
Intellectual Property or IP		<p>means all copyright and all rights in relation to inventions (including patent rights), registered and unregistered trade marks (including service marks), registered and unregistered designs, and circuit layouts, and any other rights resulting from intellectual activity in the industrial, scientific, literary and artistic fields recognised in domestic law anywhere in the world.</p>
MCS		<p>means Monitoring, Control and Surveillance which is the information gathering, analysis, and assessment activity associated with generating and maintaining situational awareness of commercial activity within a specified EEZ, the specification of regulatory conditions for fishing and the appropriate enforcement responses associated therewith.</p>
month		<p>means a calendar month.</p>
Problematic Source		<p>means a source of ionising or non-ionising radiation, from a material or apparatus, that is required to be licensed with the Australian Radiation Protection and Nuclear Safety Authority.</p>

ANNEX D

Term	Status	Definition
Problematic Substance		<p>means:</p> <ul style="list-style-type: none"> a. any substance identified as having ozone depleting potential, or any gas identified as a Synthetic Greenhouse Gas, in the <i>Ozone Protection and Synthetic Greenhouse Gas Management Act 1989</i> (Cth) or any regulations made under that Act; b. any dangerous goods as defined in the <i>Australian Code for the Transport of Dangerous Goods by Road and Rail</i> (extant edition and as amended); or c. any hazardous chemicals as defined in subregulation 5(1) of the <i>Work Health and Safety Regulations 2011</i> (Cth).
Quadrilateral Defence Coordinating Group		means the specified surveillance agencies of Australia, New Zealand, the US and France.
Regional Fisheries Surveillance Centre		means the FFA surveillance centre, located at the FFA administrative headquarters
Related Body Corporate		has the meaning given by section 9 of the <i>Corporations Act 2001</i> (Cth).
Response Closing Time		means the time specified in clause 3.1 of the conditions of registration.
Search and Rescue		means the use of aircraft, surface craft, submarines, specialised rescue teams and equipment to search for and rescue personnel in distress on land or at sea.
Supplies		means goods and/or services including IP and TD required by the Commonwealth to be supplied under any resultant contract and includes any items acquired in order to be incorporated in the Supplies.
Working Day		<p>in relation to the doing of an action in a place, means any day in that place other than:</p> <ul style="list-style-type: none"> a. a Saturday, Sunday or public holiday; and b. any day within the two-week period beginning on the first Saturday that falls before Christmas Day (or from Christmas Day when it falls on a Saturday).