

Offshore Combatant Vessel
Public Information

Offer to register interest – 28 June 2010

Submissions closed – 30 September 2010

63 Respondents including prime/sub contractors

Industry briefing held 21 July 2010

Maritime Environment Working Group has had the following briefing;

1. Pacific 2010 Forum
2. 30 June 2011
3. Next briefing is scheduled to occur February 2012

Event	Date
Industry Briefing Day	21 July 2010
Responses Due	30 September 2010
ITR Consideration	October 2010
ITR Results released	December 2010

Respondents should note that the above schedule is subject to change at any time and is not to be relied on by Respondents.

Yours sincerely



A.J. INGRAM
Commodore RAN
Director General Maritime Development
Capability Development Group

25 June 2010

**PART 1 - CONDITIONS OF REGISTRATION
TABLE OF CONTENTS**

	Page
1 GENERAL	1-1
1.1 General.....	1-1
1.2 Interpretation of Invitation to Register.....	1-2
1.3 Inconsistency	1-2
1.4 Amendment of the Invitation to Register	1-3
1.5 Termination of Invitation to Register Process	1-3
1.6 Other Commonwealth Rights	1-3
1.7 Australian Government Requirements	1-4
2 RESPONSE PREPARATION	2-1
2.1 Respondents to Inform Themselves	2-1
2.2 Language and Measurement	2-1
2.3 Response Preparation	2-1
2.4 Responsibility for Response Costs.....	2-1
2.5 Contact Officer for Invitation to Register Inquiries.....	2-2
2.6 Preparation and Transmission of Classified Responses	2-2
2.7 Defence Security Clearance Requirements	2-2
3 RESPONSE LODGMENT	3-1
3.1 Lodgement of Responses.....	3-1
3.2 Copies of Responses.....	3-1
3.3 Alterations, Erasures or Illegibility.....	3-1
4 MATTERS CONCERNING RESPONSES	4-1
4.1 Collusive Bidding.....	4-1
4.2 Unlawful Inducements	4-1
4.3 Improper Assistance	4-1
4.4 Use of Former Defence Personnel in Response Preparation	4-1
4.5 Conflict of Interest	4-2
4.6 Use of Response Documents.....	4-2
4.7 Teaming Arrangements	4-2
5 COMPETITIVE SELECTION PROCESS	5-1
5.1 Response Presentations.....	5-1
5.2 Response Evaluation	5-1
5.3 Minimum Content and Format Requirements.....	5-1
5.4 Conditions for Participation.....	5-1
5.5 Clarification.....	5-2
5.6 Shortlisting.....	5-2
5.7 Debriefing of Respondents	5-2

6	RESPONSE EVALUATION CRITERIA.....	6-1
6.1	Response Evaluation Criteria.....	6-1

ANNEXES TO CONDITIONS OF REGISTRATION

A.	Information to be Provided by Respondent	A-1
B.	Declaration by Respondent	B-1
C.	Glossary	C-1

1 GENERAL

1.1 General

1.1.1 The Commonwealth is developing proposals to rationalise Navy's patrol boat, mine countermeasures and hydrographic forces into a single, modular, multi-role vessel or class of vessels utilising modular functionality. SEA 1180 (Patrol Boat, Mine Hunter coastal, and Hydrographic Ship Project) is an unfunded project that entered the Defence Capability Pan 2009 as a result of the outcomes of the Defence White Paper 2009. The White paper named the platform the Offshore Combatant Vessel. The boundaries of the concept are still being developed, and a number of studies undertaken to assist in refining the concept and to develop proposals for Government consideration.

1.1.2 An indicative project schedule is below:

Project Activity	Planned Dates
DSTO Studies	2010
Invitation to Register (ITR) Period	May-Sep 2010
Proposal Submissions to Government	2012
Request For Proposals	2012-13
First Pass Approval	FY 2015/16
Request for Tender (Platform, Mission Systems and Support Arrangement)	2016-2018
Second Pass Approval	FY 2018/19
Initial Operating Capability	2021

1.1.3 In conducting this ITR, 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;
- d. allow prospective suppliers sufficient time to explore licensing requirements and establish their team and subcontractors; and
- e. determine the Commonwealth's approach to any subsequent procurement process.

1.1.4 The Commonwealth may, at any time, alter its requirements, process or outcomes described in the previous clauses.

1.1.5 It should be noted that delivery of this project will overlap with a number of other significant shipbuilding and repair projects identified in the DCP, which may have implications for industry capacity to deliver the systems.

1.1.6 The outcomes of this ITR may be used to inform the development of proposals for

Government consideration. It is not intended to do any subsequent acquisition processes (i.e. RFP, RFT) prior to consideration of proposals by Government in 2012. As the project moves forward into the capability development process it is expected that there will be a staged acquisition process.

- 1.1.7 In parallel with this ITR process, the Commonwealth proposes to conduct a study period of approximately 12 months, prior to commencing the two pass capability development process. It is anticipated that during the first pass process a Request for Proposal will be issued.

1.2 Interpretation of Invitation to Register

- 1.2.1 In this ITR, unless the contrary intention appears:

- a. headings are for the purpose of convenient reference only and do not form part of this ITR;
- 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 shall 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 ITR 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. defined terms used in this ITR have the meaning set out in Annex C.

- 1.2.2 This ITR must not be construed, interpreted, or relied upon, whether by expression or implication, as an offer capable of acceptance by any person, or as creating any form of contractual, quasi-contractual, restitutionary or promissory estoppel rights, or rights based upon similar legal or equitable grounds.

1.3 Inconsistency

- 1.3.1 If there is an inconsistency between any part of this ITR, a descending order of precedence shall be accorded to the:
- a. conditions of registration;
 - b. the Glossary in Annex C to the conditions of registration;
 - c. Annexes A to B to the conditions of registration;
 - d. Statement of Requirement including annexes, if any;

- e. covering letter; and
 - f. any other document expressly incorporated by reference,
- so that the provision in the higher ranked document, to the extent of the inconsistency, shall prevail.

1.4 Amendment of the Invitation to Register

- 1.4.1 The Commonwealth may, at its discretion, add to, vary modify or amend this ITR by:
- a. giving the Respondents timely written notice of such addition, variation or amendment; or
 - b. if this ITR has been published through AusTender, issuing a formal amendment via AusTender.

Note to Respondents: This ITR has been published through AusTender, Respondents should register with AusTender to receive notification of amendments to this ITR made through the AusTender internet site at <http://www.tenders.gov.au>.

- 1.4.2 Respondents will have no claim against the Commonwealth in connection with either the exercise of, or failure to exercise its discretion.
- 1.4.3 If the Commonwealth adds to, varies, modifies or amends this ITR under clause 1.4.1 after Responses have been submitted, it may seek amended Responses.
- 1.4.4 The Commonwealth accepts no responsibility if a Respondent fails to become aware of any alteration, correction or notice, which would have been apparent from a visit to the AusTender internet site, or fails to implement any written notice of an amendment provided by the Commonwealth under 1.4.1.
- 1.4.5 Any amendment made to this ITR in accordance with this clause 1.4.1 will take precedence over any other version of this ITR or amendment if there is any inconsistency.

1.5 Termination of Invitation to Register Process

- 1.5.1 Without limiting its rights at law or otherwise, the Commonwealth may, at its discretion, suspend, defer or terminate this ITR process at any time. The Commonwealth must notify Respondents to this effect.

1.6 Other Commonwealth Rights

- 1.6.1 Without limiting the Commonwealth's rights in this ITR, the Commonwealth may at any time during this ITR process, select one or more Respondents to conduct any procurement process.
- 1.6.2 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 ITR process; or
 - c. not conduct any subsequent procurement process.

1.7 Australian Government Requirements

Note to Respondents: The Glossary lists the version of the following documents and policies current at the time of ITR release.

1.7.1 Respondents should familiarise themselves with the following Commonwealth policies:

- a. Australian Government Policy and Guidance on Industry Development and Local Purchasing as detailed in the DPPM, Section 3, Chapter 3.12;
- b. Company ScoreCard policy as detailed in the *Defence Company ScoreCard Policy Statement*;
- c. Conflict of Interest policy as detailed in the DPPM, Section 3, Chapter 3.13;
- d. Contract publication policy as detailed in the DPPM, Section 5, Chapter 5.8;
- e. Defence Equity and Diversity policy as detailed in the *Defence Plain English Guide to the Managing and Reporting Unacceptable Behaviour*, DPI 1/2001; and DI(G) PERS 35-3;
- f. Equal Opportunity for Women in the Workplace policy as detailed in the DPPM, Section 3, Chapter 3.10;
- g. Freedom of Information policy as detailed in the DPPM, Section 3, Chapter 3.13;
- h. Hazardous Substances policy as detailed in the DPPM, Section 3, Chapter 3.14;
- i. Industry Capability Network as detailed in the DPPM, Section 3, Chapter 3.12;
- j. Maximising Employment Opportunities for Aboriginal and Torres Strait Islanders policy as detailed in the DPPM, Section 3, Chapter 3.10; and
- k. Ozone Depleting Substances policy as detailed in the DPPM, Section 3, Chapter 3.16.

Note to Respondents: An electronic version of the DPPM can be accessed via the 'Contracting' link on the DMO internet site at <http://www.defence.gov.au/dmo/>. An electronic version of the Defence Equity and Diversity policies can be accessed at <http://www.defence.gov.au/equity/>. An electronic version of the Company ScoreCard policy can be accessed at the 'Business' section via the 'Industry Resources' link on the DMO internet site at <http://www.defence.gov.au/dmo/>. The AusTender internet site may be found at <http://www.tenders.gov.au/>.

1.7.2 Respondents acknowledge that as a Commonwealth agency, 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 ITR process.

2 RESPONSE PREPARATION

2.1 Respondents to Inform Themselves

2.1.1 The Commonwealth makes no representations or warranties that the information in this ITR or any information communicated or provided to Respondents during this ITR process is, or will be, accurate, current or complete.

2.1.2 Respondents are responsible for:

- a. examining this ITR, any documents referenced in or attached to this ITR and any other information made available by the Commonwealth to Respondents in connection with this ITR 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:

- a. they 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. they have relied entirely upon their own inquiries and inspection in respect of the subject of their Response; and
- c. they are aware of Part V of the *Trade Practices Act 1974*, and Division 137 of the *Criminal Code* under which giving false or misleading information is a serious offence.

2.2 Language and Measurement

2.2.1 Any Response, including all attachments and supporting documentation, must be written in English.

2.2.2 All measurements must be expressed in Australian legal units of measurement unless otherwise specified in this ITR.

2.3 Response Preparation

2.3.1 Unless otherwise agreed, Respondents must complete and provide the information requested in the Annexes to these conditions of registration and must do so in the manner requested in the Annexes to these conditions of registration.

2.4 Responsibility for Response Costs

2.4.1 The Respondent's participation in any stage of this ITR process, or in relation to any matter concerning this ITR, 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 ITR process.

- 2.4.2 In addition to clause 1.2.2, the Commonwealth is not liable to the Respondent for any costs on the basis of any promissory estoppel, 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 ITR 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 ITR process;
 - d. the Commonwealth's defence capability requirements change; or
 - e. the Commonwealth exercises any other right under this ITR or at law.

2.5 Contact Officer for Invitation to Register Inquiries

- 2.5.1 The Contact Officer for this ITR is:
Deputy Director Patrol and Hydrographic
R3-1-108
Russell Offices
Canberra ACT 2600

Email: Sea1180.ITR@Defence.gov.au

Respondents must direct any questions regarding this ITR to the Contact Officer in writing.

- 2.5.2 Respondents submit questions or requests for clarification on the basis that the Commonwealth may circulate the Respondent's inquiry and Commonwealth's answer to all other Respondents without disclosing the source of the inquiry or revealing Commercial-in-Confidence Information or the substance of the proposed Response.

2.6 Preparation and Transmission of Classified Responses

- 2.6.1 Classified content in Responses must be avoided if possible. If this cannot be achieved, Respondents should seek advice from the Contact Officer in clause 2.5 on how Responses containing classified content must be prepared and transmitted.

2.7 Defence Security Clearance Requirements

- 2.7.1 On request by the Commonwealth, the Respondent must comply with the Commonwealth security clearance process, including obtaining the level of security clearance required by the Commonwealth.

3 RESPONSE LODGMENT

3.1 Lodgement of Responses

- 3.1.1 Responses must be lodged in accordance with the Tender Lodgement Procedures and Late Tenders policy detailed in the DPPM, on or before 12.00 pm local time on 30 July 2010 (the 'Response Closing Time') at:

For postal deliveries:	For personal deliveries:
Defence Mail Services Department of Defence CANBERRA ACT 2600	Defence Mail Services Queanbeyan Annex 6 14-22 Wycombe Street QUEANBEYAN NSW 2620 Attn: Mailroom Manager/Tender Officer

- 3.1.2 The Respondent must include CDG 0910-074 on the packaging of the Response.

3.2 Copies of Responses

- 3.2.1 The Respondent must lodge the original and three copies of the Response and any supporting documentation (such as brochures, handbooks and sample drawings). The original must be marked as the original and each copy sequentially marked with a copy number. In the event of any discrepancy between any copy and the original, the original must take precedence.
- 3.2.2 The Respondent must, in addition to lodging the hard copies required by clause 3.2.1, lodge with the original Response one electronically stored copy of the Response and supporting documentation, with read only access, which is machine readable in Adobe Reader 9 format. In the event of any discrepancy between any electronically stored copy and the original, the original must take precedence.
- 3.2.3 The Commonwealth may, but is not obligated to, review or consider any supporting documentation.

3.3 Alterations, Erasures or Illegibility

- 3.3.1 Any alterations or erasures made to a Response by a Respondent must 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 Collusive Bidding

4.1.1 Respondents must not 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 ITR or ITR process or any other procurement process being conducted by the Commonwealth in respect of its defence capability requirements.

4.1.2 For the purposes of clause 4.1.1, collusive bidding, anti-competitive conduct, or any other similar conduct may include the disclosure, exchange and clarification of information (in any form) unless the disclosure, exchange or clarification is otherwise permitted by this ITR.

4.1.3 In addition to any other remedies available under any law or any contract, the Commonwealth may, at its discretion, immediately reject any Response lodged by a Respondent that, in the Commonwealth's reasonable opinion, has engaged in any collusive or 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 ITR or ITR process or any other procurement process being conducted by the Commonwealth in respect of its defence capability requirements.

4.2 Unlawful Inducements

4.2.1 Respondents must, at all times during the ITR process, comply with any applicable laws or Commonwealth policies regarding the offering of unlawful inducements in connection with the preparation of their Response.

4.3 Improper Assistance

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

- a. with the improper assistance of employees of Defence or former employees of Defence or contractors or former contractors of Defence;
- 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 ITR,

may be excluded from further consideration.

4.4 Use of Former Defence Personnel in Response Preparation

4.4.1 Without limiting the operation of clause 4.3, a Respondent must not, in the absence of written approval from the Commonwealth, permit a person to contribute to, or participate in, any process relating to the preparation of the Respondent's Response or the ITR process, if the person:

- a. at any time during the six months immediately preceding the date of issue of this ITR, was an employee of, service provider to, or otherwise engaged by Defence ('Employee of Defence');
- b. at any time during the 12 months immediately preceding the date of issue of this ITR, was an Employee of Defence involved in the planning or performance of the project or activity to which the ITR relates; or
- c. at any time, was an Employee of Defence involved in the preparation of this ITR or management of the ITR process.

4.5 Conflict of Interest

- 4.5.1 A Respondent must not, and must 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 this ITR process.
- 4.5.2 If during the ITR process a conflict of interest arises, or appears likely to arise, the Respondent must notify the Commonwealth immediately in writing and take such steps as the Commonwealth may reasonably require to resolve, or otherwise deal with, the conflict. If the Respondent fails to notify the Commonwealth or is unable to resolve or deal with the conflict as required, the Respondent may be excluded from further consideration.

4.6 Use of Response Documents

- 4.6.1 All Response documents submitted in response to this ITR become the property of the Commonwealth. Respondents submit documents in response to this ITR on the basis that the Commonwealth may use, retain and copy the information contained in those documents for the purposes of:
- a. preparation and conduct of any procurement process subsequent to this ITR;
 - b. verifying the currency, consistency and adequacy of information provided under any other procurement process conducted by the Commonwealth; and
 - c. subject to its IP and Commercial-in-Confidence obligations, the development of any other procurement process conducted by the Commonwealth.
- 4.6.2 In addition to clause 4.6.1, 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 ITR process and any future procurement process, including evaluation, negotiation and preparation of any contract. The Commonwealth may, at its discretion, obtain appropriate confidentiality undertakings from the third party prior to disclosure.
- 4.6.3 Nothing in this clause 4.6 changes or affects the ownership of IP in the information contained in the Response documents.

4.7 Teaming Arrangements

- 4.7.1 Respondents may provide a Response that:
- a. meets all of the elements of the Statement of Requirement;
 - b. meets one, or some of the elements of the Statement of Requirement; or
 - c. reflects the Respondent's capacity to integrate or coordinate the work of other contractors to meet the Statement of Requirement.

- 4.7.2 The Commonwealth may in accordance with the Information Privacy Principles of the *Privacy Act 1988*, if applicable and otherwise in its discretion provide a list of all Respondents that provided a Response in accordance with clause 4.7.1b or 4.7.1c, to any Respondent or to any other prospective supplier to facilitate the development of teaming arrangements, for the purposes of any subsequent procurement process.
- 4.7.3 Responses provided in accordance with clause 4.7.1b or 4.7.1c must include sufficient information to allow comparison of the Response with Responses provided in accordance with clause 4.7.1a.
- 4.7.4 Failure to provide the information requested in clause 4.7.3 may result in the Commonwealth excluding the Respondent from further consideration.

5 COMPETITIVE SELECTION PROCESS

5.1 Response Presentations

5.1.1 The Commonwealth may, at any time 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.

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 Commercial-in-Confidence 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 1.4 who will be given an opportunity to respond.

5.2.4 Responses which are incomplete or clearly non-competitive may be either excluded from consideration at any time during the evaluation process at the Commonwealth's discretion or the Commonwealth may consider such Responses and seek clarification under clause 5.5.

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 Subject to the Respondent being allowed to correct any unintentional errors of form, the Commonwealth will 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 Conditions for Participation

5.4.1 The Commonwealth will exclude a Response from further consideration if the Commonwealth considers that the Respondent does not comply with:

- a. the Commonwealth's security requirements set out in clause 2.6 and 2.7; or

- b. the requirements (if any) identified as essential in the Statement of Requirement.

5.5 Clarification

- 5.5.1 The Commonwealth may at any time during this ITR process, seek clarification from and enter into discussions with any or all of the Respondents in relation to their Responses.
- 5.5.2 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.
- 5.5.3 The Commonwealth is not under any obligation to take into account additional information provided by a Respondent in response to a request or consider additional information which would result in a Respondent obtaining an unfair advantage over other Respondents.
- 5.5.4 Subject to clause 2.5, Respondents may seek clarification of the meaning of the content of this ITR, or request additional information beyond that contained in this ITR or briefings, if any, from the Contact Officer up until five Working Days prior to the Response Closing Time.

5.6 Shortlisting

- 5.6.1 The Commonwealth may set aside or develop a shortlist of one or more Respondents at any time during this ITR process. Shortlisting will be conducted on the basis of an assessment of the Responses against the requirements of this ITR and Respondents that are not included on any shortlist will not generally be considered in any subsequent procurement process.
- 5.6.2 Participation in this ITR process does not entitle the Respondent to participate in any subsequent process. Participation in any subsequent process is not limited to Respondents who participate in this ITR process.
- 5.6.3 The Commonwealth may invite additional tenderers to participate in any subsequent procurement process, irrespective of whether or not such additional tenderers submitted a Response.
- 5.6.4 The Commonwealth will not invite additional tenderers unless in the Commonwealth's opinion, those potential tenderers have satisfied the requirements for being shortlisted under this ITR.

5.7 Debriefing of Respondents

- 5.7.1 The Commonwealth will notify unsuccessful Respondents at the conclusion of this ITR process.
- 5.7.2 Respondents may request a debriefing following the conclusion of this ITR process. Respondents requiring a debriefing should contact the Contact Officer specified in clause 2.5.1 of this ITR.
- 5.7.3 If a debriefing is requested under clause 5.7.1, Respondents will be debriefed against the evaluation criteria contained in clause 6. In accordance with Commonwealth policy, a Respondent will not be provided with information concerning other Responses, except for publicly available information such as the name of successful Respondent(s). No comparisons with other Responses will be made.

6 RESPONSE EVALUATION CRITERIA

6.1 Response Evaluation Criteria

6.1.1 Subject to clauses 5.2 to 5.4, 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 and any subcontractors or team nominated in its Response;
- b. the Respondent's degree of overall compliance with this ITR;
- c. the extent to which the Response provides technical, functional, operational and performance details relevant to the Statement of Requirement, including any specifications;
- d. the nature and extent to which the Response identifies risks to the Commonwealth or to the Contractor'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 Statement of Requirement.

ANNEX A**INFORMATION TO BE SUPPLIED BY RESPONDENTS****1 RESPONDENT'S ABILITY TO SUPPLY**

- 1.1 The Respondent should provide the following information in relation to the Respondent's ability to perform any subsequent contract that might arise from this ITR in whole or in part:
- a. the respondent's background, experience and resources relevant to its ability to meet the requirement (including design and development aspects);
 - b. details of any other matters relating to the commercial, technical or financial capacity of the respondent which may materially affect the respondent's ability to perform the obligations under any resultant contract. This must include:
 - i the proportionate value of any resultant contract, if the tender was accepted, in relation to the respondent's total income and value of work; and
 - ii how the respondent would mitigate its risks, including risks arising from the management of and payment for subcontracted work, and how the respondent would redeploy resources and maintain sufficient cash flow in the event of a delay to a Milestone or a delay in a payment to the contractor becoming due under any resultant contract for any reason;
 - 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 following details of the respondent, as applicable:
 - i the full name of the respondent;
 - ii any trading or business name;
 - iii if a company, the registered office, principal place of business and an outline of the company structure;
 - iv the date and place of incorporation;
 - v individual shareholders holding 20 percent or more of any issued share capital;
 - vi particulars of any foreign national or foreign bodies or organisations in a position to exercise or influence control over the respondent;
 - vii Related Bodies Corporate;
 - viii for a foreign firm or company, details of its registration, incorporation and place of business in Australia, the name of any Australian representative and its ABN (if any); and
 - ix if an Australian company, its ACN/ARBN and ABN as applicable.
 - e. identification of any trust or fiduciary capacity in which the respondent proposes to

ANNEX A

perform any resultant contract;

- f. particulars of any civil or criminal litigation or proceeding, actual or threatened, involving either the respondent or its directors, or the existence of any breach or default of any agreement, order or award binding on the respondent or any judgment or decision which is likely to adversely affect the respondent's performance of any resultant contract; and
- g. copies of Annual Statement of Financial Position and Statement of Financial Performance with the appropriate accompanying notes for the three previous financial years. If the respondent is part of a group of companies, those documents or the equivalent information must relate to the respondent as a single entity.

1.1.1 Respondents must provide details of their involvement in current and previous Defence industry programs in Australia or achievements in developing Australian industry capabilities. These details may include information relating to proposed Subcontractors, and may include:

- a. nurturing Australian SMEs;
- b. fostering development and export facilitation of Australian goods and services;
- c. description of the qualitative contribution to the development of Priority Industry Capabilities;
- d. performing significant research and development in Australia;
- e. establishment of significant local facilities and plant; and
- f. previous AIC Plan progress and performance.

1.1.2 Respondents are to demonstrate that they are able to meet the obligations of any potential Contract in light of other current work commitments or expected work commitments. In particular, addressing:

- a. obligations in regard to current and future projects and other work;
- b. use of resources such as:
 - i human capital in relation to current and envisaged projects;
 - ii financial resources;
 - iii physical resources;
 - iv Intellectual Property resources;
 - v other organisational resources; and
 - vi Subcontractor relationships and other supplier arrangements.
- c. details of the company's capabilities to satisfactorily discharge its responsibilities under the draft contract in relation to the above; and

ANNEX A

- d. arrangements for reprioritising resources across the company's span of commitment.
- 1.2 Past Performance
- 1.2.1 Respondents must provide a summary list of up to 10 recent (i.e. completed within the last three years) or current contracts which may be:
- a. Australian Defence contracts (whether as prime contractor or as a subcontractor in relation to a Defence contract);
 - b. contracts from reference sites nominated by respondents; or
 - c. a combination of contracts mentioned in 1.2.1a and 1.2.1b.
- 1.2.2 Respondents should list their highest value contracts and should include the following details:
- a. contract title and number, including details of the reference site (if any) to which the contract relates;
 - b. project name and number or procurement agency (if not Defence);
 - c. responsibility as either prime contractor/subcontractor;
 - d. description of product or service provided;
 - e. contract (or subcontract) date;
 - f. dollar value of contract (initial and latest agreed value); and
 - g. company division, the location and the nature of work.
- 1.2.3 Respondents who have Company ScoreCards held by Defence, are to refer to any Marginal or Unsatisfactory ratings in their Company ScoreCard and provide the Commonwealth with strategies through which they will implement performance improvements for the proposed contract and the company's performance overall.
- 1.2.4 Respondents are encouraged to also provide details of more highly rated Defence contracts, and of the factors relevant to the superior performance of those contracts, if such information is relevant to this ITR.
- 1.2.5 Respondents who have proposed Approved Subcontractors who have Company ScoreCards held by Defence which are relevant to the performance of the proposed contract are to provide the Commonwealth, in relation to any Marginal or Unsatisfactory ratings in the Approved Subcontractor's Company ScoreCard, to the extent known to the respondent, with strategies through which the respondent will ensure that the Approved Subcontractor will implement performance improvements for any resultant contract and the company's performance overall.
- 1.2.6 A respondent may provide brief additional information on its or a proposed Approved Subcontractor's past performance relevant to the respondent demonstrating its ability to perform any resultant contract. The Commonwealth may consider this information at its sole discretion.

ANNEX A

- 1.2.7 A respondent must provide a statement as to whether or not it or any proposed Approved Subcontractors have had any contracts with the Commonwealth terminated early for any reason in the last 10 years. The statement must include a description of the circumstances of any terminations.
- 1.3 Quality Management
- 1.3.1 Maturity of the Quality Management System
- 1.3.2 Respondents must supply information on the maturity of the QMS including:
- a. details of the history of the QMS including a description of the level of workforce involvement in the development and maintenance of the QMS;
 - b. details of continual improvement initiatives particularly related to processes for hardware and software, including implementation methodology; and
 - c. details of planned changes or upgrades to the current Certification level or scope where applicable.
- 1.3.3 If the respondent's QMS is certified by a body not accredited under JAS-ANZ details of the certifying body and scope of certification held are to be provided.
- 1.3.4 If the respondent has the technical capacity and experience to provide Supplies meeting the draft Contract requirements, but has not yet achieved Certification, arrangements to obtain Certification, including timescale, the proposed Certification body and the standard to be attained, must be provided.
- 1.4 Certificates and Approvals
- 1.4.1 Respondents must provide the following:
- a. copies of Certification certificates for each of the respondent's sites that are to be involved with the provision of Supplies. The certificates are to identify the individual sites, the standard to which certification is gained and the scope of the certified quality system(s);
 - b. statements of recognition of the quality system from other organisations [i.e. Third Party Quality Accreditation Bodies recognised by the Joint Accreditation System of Australia and New Zealand (JAS-ANZ), RAN accredited AEOs and others including Australian Maritime Safety Authority (AMSA) and/or delegated organisations such as Classification Societies];
 - c. where applicable, evidence is to be provided that the quality system is structured to control the design and development of software by the application of a suitable development or guidance standard; and
 - d. copies of those parts of their quality manual which describe and justify permissible exclusions under section 1.2 of the standard.
- 1.5 The evaluation criteria to be used include the following:
- a. Demonstrated capability to support Defence in the nominated category (any previous Defence Company Scorecard Performance history will be taken into consideration),

ANNEX A

- b. Financial strength to ensure continued corporate longevity in Australia,
- c. Levels of investment and presence in Australia, (facilities and/or people),
- d. Level of innovation;
- e. Products and services offered;
- f. Corporate ability to manage project key performance indicators (e.g. cost, schedule, risk),
- g. Diversity of projects currently managed within the company's portfolio, in support of both Defence and Commercial Industry,
- h. Participation in Defence Industry Programs, particularly related to skills development,
- i. Evidence of third-party Certification of Quality Management System to AS/NZS ISO 9001:2007,
- j. Commitment to Science and Technology (S&T), and
- k. Orientation to export programs.

- 1.6 For each subcontractors or team member nominated by the Respondent in its Response, the Respondent must provide the information specified in clause 1.1. Respondents should include any proposed corporate structure for participation in any subsequent contract that might arise from this ITR in whole or in part. This includes details of planned teaming arrangements or any foreign owned company that will require access to RFT documentation.

2 IDENTIFICATION OF RISKS

Note to Respondents: Respondents should provide details of any benefits to the Commonwealth as a result of their Response in their Response Against the Statement of Requirement.

- 2.1 Respondents are to indicate any risks that might prevent or limit the Respondent's capacity to meet the Statement of Requirement 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 Intellectual Property or Commercial-in-Confidence information, whether owned by, or licensed to or from the Commonwealth or any other party including any proposed subcontractor;

ANNEX A

- f. industry development;
 - g. insurances held or required;
 - h. the provision or use of warranties or indemnities;
 - i. occupational health and safety implications;
 - j. export and import approvals required;
 - k. proposed use of or management of ozone depleting or hazardous substances;
 - 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;
 - n. the Commonwealth's security requirements; and
- 2.2 For risks identified in accordance with clause 2.1, Respondents should also indicate how they intend to reduce, mitigate or otherwise manage those risks.

3 RESPONSE AGAINST THE STATEMENT OF REQUIREMENT

- 3.1 Respondents must provide evidence as to their willingness and capacity to meet the technical, functional, operational and performance requirements of the Statement of Requirement, including any specifications.

4 TEAMING ARRANGEMENTS

- 4.1 Respondents must indicate:
- a. whether the Response meets some or all of the elements of the Statement of Requirement;
 - b. whether they wish to explore licensing requirements or establish a team or engage any Subcontractors in order to meet the Statement of Requirement; and
 - c. for Responses provided in accordance with clause 4.7.1a of the conditions of registration, their willingness or otherwise to have their details provided to any Respondent or to any other prospective supplier, or to be provided with details of other Respondents or prospective suppliers in order to facilitate the development of teaming arrangements for the purposes of any subsequent procurement process.

5 NOT USED

6 STATEMENT OF NON-COMPLIANCE

- 6.1 If Respondents are non-compliant with any clause of the ITR they must state their non-compliances in accordance with the Statement of Non-Compliance Format at Table 1.

ANNEX A

Responses must be in the order in which the clauses appear and refer to the relevant clause number or Annex.

ANNEX A

Note to Respondents: Failure to indicate all non-compliances in Table 1 may constitute false, misleading or deceptive conduct for the purposes of Part V of the Trade Practices Act 1974 or Division 137 of the Criminal Code.

Table 1: Statement of Non-Compliance Format

	Clause No. (Note 1)	Comments (Note 2)
Conditions of Registration		
Annexes to Conditions of Registration		
Statement of Requirement		
Annexes to Statement of Requirement (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.
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 or comments can be found.

ANNEX B

DECLARATION BY RESPONDENT

1 DECLARATION BY RESPONDENT

1.1 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 ITR [...INSERT ITR NUMBER...]. In preparing this Response, the Respondent acknowledges that it is aware of Part V of the *Trade Practices Act 1974* 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 ITR;
- b. that Responses are prepared in accordance with the ITR 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 at least consistent with the Commonwealth's obligations to act in accordance with the applicable Commonwealth procurement framework.

2 IMPROPER ASSISTANCE

2.1 This Response has been compiled without the improper assistance of employees or former employees of Defence, and without the use of information obtained unlawfully or in breach of an obligation of confidentiality to the Commonwealth.

ANNEX B

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.

Note to Respondents: If made on behalf of Respondent details of the official position held by the signatory are to be included, for example, Director, Manager etc.

SIGNATURE:

DATE OF SIGNATURE:

.....

.....

NAME (Block Letters):

POSITION HELD:

.....

.....

SIGNATURE OF WITNESS:

ADDRESS OF WITNESS:

.....

.....

NAME (Block Letters):

ANNEX C

GLOSSARY

1. ACRONYMS AND ABBREVIATIONS

Abbreviation	Description
A.B.N.	Australian Business Number
A.C.N.	Australian Company Number
All	Australian Industry Involvement
A.R.B.N.	Australian Registered Business Number
CPGs	Commonwealth Procurement Guidelines – January 2005
DI(G)	Defence Instruction (General)
DPI	Departmental Personnel Instruction
DPPM	Defence Procurement Policy Manual 1 October 2009
DSM	Defence Security Manual
ED	Effective Date
GST	Australian Goods and Services Tax
IP	Intellectual Property
ITR	Invitation To Register
RFP	Request for Proposal
RFQ	Request for Quotation
RFT	Request for Tender

2. DEFINITIONS

Term	Definition
Annex	means an Annex to this ITR and includes any document expressly incorporated by reference as part of the Annex.
Commercial-in-Confidence Information	means information including trade secrets and know-how that: <ul style="list-style-type: none"> a. Is by nature confidential; or b. The receiving party knows or ought to know is confidential; but does not include information which: <ul style="list-style-type: none"> c. Is or becomes public knowledge other than by breach of the ITR; d. Is in the possession of a party without restriction in relation to disclosure before the date of receipt; or e. has been independently developed or acquired by the receiving party.
Commonwealth	means the Commonwealth of Australia.
day	means a calendar day.
Defence	means the Department of Defence, the Australian Defence Force and its agencies including the Defence Materiel Organisation.

ANNEX C

Term	Definition
Document	<p>includes:</p> <ul style="list-style-type: none"> 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.
Intellectual Property or IP	<p>means all copyright (including Moral Rights) and all rights in relation to inventions (including patent rights), registered and unregistered trade marks (including service marks), registered and unregistered designs, confidential information (including trade secrets and know how), 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>
Month	<p>means a calendar month.</p>
Moral Rights	<p>means:</p> <ul style="list-style-type: none"> a. a right of attribution of authorship; b. a right not to have authorship falsely attributed; or c. a right of integrity of authorship.
Respondent	<p>means a respondent to this ITR.</p>
Response	<p>means a response provided by a Respondent to this ITR.</p>
Response Closing Time	<p>means the time specified in clause 3.1.</p>
Statement of Requirement or SOR	<p>means the draft document at Part 2 to this ITR and includes any document expressly incorporated by reference as part of the SOR.</p>
Supplies	<p>means goods and/or services including Intellectual Property required by the Commonwealth under any resultant contract and includes any items acquired in order to be incorporated in the Supplies.</p>
Working Day	<p>in relation to the doing of an action in a place means any day other than a Saturday, Sunday or public holiday in that place.</p>

ANNEX C**3 REFERENCED DOCUMENTS**

Reference	Description
	Corporations Law Act 2001
	Australian Industry Involvement Manual, January 2001
CPGs	Commonwealth Procurement Guidelines – January 2005
	Defence Intellectual Property Policy 2003 <i>'Developing and Sustaining Defence Capability'</i>
DI(G) FIN 12-1	The Control of Fraud in Defence and the Recovery of Public Monies
DI(G) LOG 07-15	Stocktaking of Defence Assets
DI(G) PERS 35-3	Management and Reporting of Unacceptable Behaviour
DPI 1/2001	Defence Plain English Guide to the Managing and Reporting Unacceptable Behaviour
DPPM	Defence Procurement Policy Manual 1 October 2009
DSM	Defence Security Manual
	Division 187 of the Criminal Code
	Equal Opportunity for Women in the Workplace Act (Cth) 1999
	Fraud Control policy as detailed in Defence Instruction (General) Finance 12-1
	Occupational Health and Safety (Commonwealth Employment) Act 1991
	Ozone Protection Act 1989
	Privacy Act 1988
	Trade Practices Act 1974



PART 2 - STATEMENT OF REQUIREMENT

1 INTRODUCTION

1.1 Background

1.1.1 Defence is developing proposals to rationalise Navy's patrol boat, mine countermeasures and hydrographic forces into a single, modular, multi-role vessel or class of vessels. SEA 1180 (Patrol Boat, Mine Hunter Coastal and Hydrographic Ship Replacement Project) entered the DCP in 2009 as a result of the outcomes of the Defence White Paper 2009. The White Paper named the future platform as the Offshore Combatant Vessel (OCV). The boundaries of the concept are still being developed, and there are a number of internal studies being undertaken to assist in refining the concept and developing proposals.

1.1.2 This unapproved project has adopted a staged acquisition approach to facilitate this process. This will encompass the following activities and indicative schedule:

Project Activity	Planned Dates
DSTO Studies	2010
Invitation to Register (ITR) Period	May-Sep 2010
Proposal Submissions to Government	2012
Request For Proposals	2012-13
First Pass Approval	FY2015/16
Request for Tender (Platform, Mission Systems and Support Arrangement)	2016-2018
Second Pass Approval	FY 2018/19
Initial Operating Capability	2021

Table 1: Indicative Schedule

1.1.3 The intent of this ITR is to assist Defence to identify those Defence Industry participants that consider that they have services to offer, relevant to the requirements listed in Section 2 below. It may also provide a mechanism for reducing the number of potential Industry participants to a practical and manageable level. It does not seek to elicit solutions for the capability.

1.1.4 Resultant direction from Government will inform subsequent capability development process activities. It should be noted that delivery of this project will overlap with a number of other significant shipbuilding and repair projects identified in the DCP, which may have implications for industry capacity to deliver the systems.

1.2 Offshore Combatant Vessel Indicative Systems Description

1.2.1 The Defence White Paper explicitly refers to the requirement for Defence to develop proposals to replace the existing fleets of patrol, mine counter measures, and hydrographic and oceanographic with a single, modular, multi-role vessel or class of vessels.

1.2.2 In terms of broad capability, the vessel is expected to be capable of undertaking:

- a. offshore and littoral warfighting roles, primarily:
 - i. Mine Counter Measures (MCM),
 - ii. Hydrographic survey, oceanographic and meteorological observations (HS) and Rapid Environmental Assessment (REA),
 - iii. border protection (patrol) tasks;
 - b. long range counter terrorism and counter piracy operations;
 - c. support to special forces; and
 - d. missions in support of security and stability in the immediate neighbourhood¹.
- 1.2.3 Any potential solution will rely heavily on the use of modular unmanned underwater systems for the MCM and hydrographic tasks. The potential for these new platforms to embark a helicopter or UAV, essentially to provide a surge in surveillance and response capability, will also be explored.
- 1.3 **Indicative Offshore Combatant Vessel Systems Description**
- 1.3.1 For the purposes of this ITR, the complete OCV Mission System is considered to be made up of two subsystems; the first being the platform system, and the second the modular systems that will comprise non-organic sensors and tasking specific equipment.
- 1.3.2 At this stage only very high level requirements have been identified for the OCV Mission System, consequently a number of differing models are being examined and may well be equally valid as a solution. These models are outlined below.
- 1.3.3 A range of assumptions underpin the concept of operations for the OCV. These should be considered by Respondents within the context on the expected missions required of the OCV. These assumptions include:
- a. **Size.** The platform should displace no more than 2000 tonnes.
 - i. The displacement may or may not take into account embarking the modular equipment and consideration needs to be given to sea keeping requirements, deck space and mission bay capacity.
 - ii. Respondents should consider the potential areas of operation, as well as limitations imposed by likely infrastructure availability in expected Areas of Operation.
 - b. **Speed.** It is expected that the OCV will be required to deploy independently and as part of a larger force, and will need to possess a suitable level of seaworthiness, speed and range to support regional deployment to operations.
 - i. As part of a larger force it will be required to undertake ocean transits at the equivalent speed of the group, for extended periods and long distances, with an ability to replenish underway; and
 - ii. The vessel will require a sprint speed capability to support the patrol role and be capable of extended loiter operations at low speeds while

¹ As defined in paragraph 5.7 of the White Paper 2009, and includes Indonesia, PNG, East Timor, New Zealand, and the South Pacific island states.

undertaking either MCM, REA or hydrographic operations or to conserve fuel.

- c. **Survivability.** The vessel is expected to have the seaworthiness required to undertake extended open ocean transits and still be able to undertake operations on arrival at the AO with only limited degradation.
- i. As a warship it is expected to be able to sustain some degree of damage during combat operations and still remain afloat.
 - ii. Noting the costs and potential tradeoffs in capability associated with integrating survivability measures, the level should reflect the likelihood of whether the platform will participate in direct combat operations in a high threat environment.
 - iii. Unless there is an unexpected shift in Government policy, it is not expected that the platform would be required to operate south of latitude 50 degrees south due to the prevailing adverse sea states. These higher southerly latitudes would require significant design and construction features that are likely to be unaffordable for this capability.
- d. **Numbers.** It is anticipated that around twenty vessels will be required to undertake the mix of tasks. This will be driven to some extent by size and type of mission modules, geographic disposition, ability and time taken to re-role the platform to a new task.
- e. **Commonality.** The White Paper envisaged a single modular multirole class of vessel would be required in order to generate potential savings, through increased automation and system and hull commonality. Commonality may mean a single common hull and permanently fitted systems; however it may also mean hull 'variants' with a range of common, permanently fitted equipment and plant.
- i. Such an approach does not preclude consideration of a 'family' of vessels based on common, or variants of, hull or systems.
 - ii. It is thought that the fit out of the 'base model' of the platform would provide sensors, communications and weapons fit to undertake the patrol function as a minimum.
 - iii. Sensors fitted to current and future platforms should be explored with the view of exploiting commonality and scalability to maximise cost savings in acquisition, training and through life support.
 - iv. In developing a range of proposals all build materials, singularly or combined, will be considered.
 - v. In developing a range of proposals all platform designs and solutions will be considered.
- f. **Function.** The main focus is to replace the existing Patrol, MCM, and hydrographic and oceanographic capability. This is not to prescribe the capability to be resident in the platform. The vessel, as a Navy platform, will also be required to participate in missions requiring 'low end' capability – missions such as maritime security operations, rather than Navy employing a major surface combatant in such a role.
- g. **Crewing.** The platform and modules need to be crewed within the constraints of the workforce resident in the existing MCM, HS and patrol capabilities. It is envisaged that the future platform will have a complement not greater than 50

personnel. To allow minimisation of workforce requirements, full automation of fitted shipboard systems should be a feature of any proposal.

- h. **Infrastructure.** Current basing for the three specialist groups should be used as a basis for geographical planning but current infrastructure should be a guide only. This includes port facilities as well as associated training and future module storage requirements.

1.4 Indicative Platform System Description

1.4.1 The following models are being considered for the platform system and are provided as broad guidance:

- a. **Model 1** - A fully modular common hull. The platform would be at the basic level permitted to be navigated safely as per IMO standards. All mission components would be modular, and the vessel would be unable to undertake any tasking unless fitted with the appropriate mission modules.
- b. **Model 2** - The platform would have a baseline configuration that would support the platform's involvement in patrol operations. MCM, REA and hydrographic mission modules would need to be fitted to allow the platform to undertake these specialist activities.
- c. **Model 3** - A common hull would exist across the OCV, however, vessels would be fitted with different baseline capabilities. For example, a number of vessels would be fitted as patrol vessels, a smaller number as MCM and hydrographic platforms, with some specialist organic sensors fitted. There would still be minor modularity requirements to support the flexible nature of the platform.
- d. **Model 4** - A common approach to hull and/or core systems and equipment. This may mean that variants on a common design be utilised for the different capabilities. For example, a smaller hull be utilised for the patrol role, while a larger platform be equipped to embark the MCM and hydrographic mission systems. As an example, common to both platforms could be similar navigation, weapons and propulsion systems.

1.4.2 Key characteristics of the platforms include:

- a. The platform needs to have the ability to switch mission modules depending on which mission the ship is intending to carry out.
- b. The platform needs to possess survivability commensurate for undertaking 'low end' capability tasks in the littoral environment.
- c. The platform needs to be able to operate across the environmental characteristics within the Australian region of interest.

1.5 Indicative Modular Payload System Description

1.5.1 Modularity will support design utility, with roles being defined by the availability of the supporting mission module.

1.5.2 The use of bespoke mission modules is not discounted but the use of an international standard in size and shape would support integration into a wider air/sea/rail transport and

logistic support system, rather than requiring specialised transport requirements. This would be of particular use when looking to re-locate modules to disparate locations for vessels to undertake re-roling or for the modules to be embarked on other suitable platforms. It is anticipated that all modular equipment and vehicles will be maintained, serviced and repaired in country.

1.5.3 Modularity presents the following advantages:

- a. Ability to vary the roles attributed to each vessel,
- b. Ability to more easily update equipment through technology upgrades or spiral development programs,
- c. Ability to 'port' equipment between platforms during non-operational periods, to reduce required number of systems².

1.5.4 It is anticipated that mission modules would be required to support:

- a. Mine Counter Measures activities,
- b. Rapid Environmental Assessment activities,
- c. Hydrographic survey, oceanographic and meteorological activities,
- d. Patrol and Border Protection activities, and
- e. Limited expansion to organic warfare capabilities.

1.5.5 **Aviation Capability.** It is desired that the vessel is capable of supporting a limited aviation capability. The project is not scoped to acquire an organic helicopter specific for the OCV, however, it should be able to provide limited support to ADF aviation capabilities. This includes the capacity to support unmanned, in addition to manned, operations.

1.6 **Indicative Support System Description**

1.6.1 **Operating Support.** The structure for operating support will be determined by the solution selected, and existing support infrastructure (where applicable) that is either mandated or available to be used. It is expected that the operating support model will include operating facilities, equipment including support and test equipment, operator manuals and technical data, operating support processes, operating Logistics IMS, and fuel and munitions use.

1.6.2 **Engineering Support.** A single sustainment authority will manage engineering support of the platform system. It is expected that the respective SPOs will manage engineering support for the mission modules. This should encompass support and test equipment, configuration management, introduction of engineering changes, maintenance documentation etc.

1.6.3 **Maintenance Support.** A single sustainment authority will manage maintenance support of the platform system. It is expected that the respective SPOs will manage maintenance for the mission modules. This includes management of spares, installation support etc.

1.6.4 **Supply Support.** A single sustainment authority will manage supply support of the platform

² BMT Venator Paper 2008, *Minor Warship Roles – How Technology Is Leading to a new vessel type*, presented to Pacific 2008, Sydney.

system. It is expected that the respective SPOs will manage sustainment for the mission modules.

- 1.6.5 **Training Support.** Shore based training facilities exist to provide patrol, MCM and hydrographic specialist training. It is not expected that significant addition to this infrastructure would be required other than to provide common systems with the respective mission modules for training purposes.

2 DETAILED STATEMENT OF REQUIREMENT

- 2.1 As previously stated, the intent of this ITR is to assist Defence in identifying those Defence Industry participants that consider that they have services to offer relevant to this statement of requirement. It may also provide a mechanism for reducing the number of potential Industry participants to a practical and manageable level. It does not seek to elicit solutions for the capability.
- 2.2 Suitably qualified and experienced organisations are invited to register their interest in performing the following roles relating to SEA 1180:
- 2.2.1 Prime Contractor
 - 2.2.2 Systems Engineering and Systems Integration
 - 2.2.3 Mission Systems – Supplier
 - 2.2.4 Ship Designer
 - 2.2.5 Ship Builder
 - 2.2.6 Logistics Support
 - 2.2.7 Facilities, Transport and Infrastructure
 - 2.2.8 Ship Classification Services

