

Request

To: ("Contractor")

From: The Commonwealth of Australia as represented by the Department of Defence ABN 68 706 814 312 ("Commonwealth")

Date: 29th March 2010

In accordance with the terms of the Air Transport Deed of Standing Offer between the Contractor and the Commonwealth for the establishment of the Air Transport Standing Offer Panel that commenced on 2 November 2009 (**Deed**), the Commonwealth requires the Contractor to move the equipment and/or personnel specified in accordance with this Request and the terms of the Deed.

This Request relates to the provision of air charter services between Australia and the Middle East Area of Operations (**MEAO**) in support of ADF operations in the MEAO and ad hoc air charter services requested by the Commonwealth from time to time.

Unless the context requires otherwise, terms used in this Request have the meaning given to them in the Deed. In this Request:

Additional Services means any air charter services (other than a Scheduled Service) required by the Commonwealth from time to time in accordance with Item 7.5(a).

Advanced Departure Report means the report provided in accordance with Item 7.6(j).

Aircraft means:

- (a) the aircraft specified in Item 12; and
- (b) any replacement aircraft specified in Item 12 or approved by the Commonwealth in accordance with Item 7.15(c).

Approved Flight Schedule means the flight schedule in respect of a Relevant Service approved by the Commonwealth in accordance with Item 7.6(e) as may be amended in accordance with Item 7.6(g).

Designated Frequency means:

- (a) one air charter service on the Designated Route departing at [*insert time*] hours on Tuesday of each week with the first service commencing on 26 October 2010 (**Base Scheduled Service**); and
- (b) such additional air charter services on the Designated Route as may be required by the Commonwealth from time to time in accordance with Item 7.4(b).

Designated Route means the route comprising the following four sectors:

- (a) Sector 1 – Brisbane International Airport (YBBN) to Darwin International Airport (YPDN), or Sydney International Airport (YSSY) to Darwin International Airport (YPDN);
- (b) Sector 2 - Darwin International Airport (YPDN) to Al Minhad Air Base, United Arab Emirates (OMDM);
- (c) Sector 3 - Al Minhad Air Base, United Arab Emirates (OMDM) to Darwin International Airport (YPDN); and

- (d) Sector 4 - Darwin International Airport (YPDN) to Brisbane International Airport (YBBN), or Darwin International Airport (YPDN) to Sydney International Airport (YSSY).

Flight Schedule means a flight schedule in the form of Annex A to this Request.

Hourly Flying Rate means the rate specified in Item 10(b).

Prohibited Country means:

- (a) the Islamic Republic of Iran;
- (b) the Kingdom of Saudi Arabia;
- (c) the Republic of India; and
- (d) any other foreign state specified by the Commonwealth, at its absolute discretion, from time to time.

Quarter End means each 3 month period ending 31 March, 30 June, 30 September or 31 December.

Relevant Services means:

- (a) the Scheduled Services; and
- (b) the Additional Services.

Request Process means the process of the Commonwealth issuing, evaluating, negotiating and potentially accepting this Request as outlined in clause 5 of the Deed.

Request Year means:

- (a) each 12 month period of the Request Term ending on an anniversary of the Service Commencement Date; and
- (b) where this Request is terminated prior to the expiry of the Request Term, the period from the completion of the last Request Year to the date of termination of the Request.

Service Commencement Date means 24 October 2010.

Scheduled Services means the provision of air charter services on the Designated Route in accordance with the Designated Frequency.

Scheduled Departure Time means the date and time that a Relevant Service is scheduled to depart as specified in the relevant Approved Flight Schedule.

Take or Pay Payment means the amount calculated in accordance with Item 7.7(b).

Unless specified otherwise, references to Items are references to Items in this Request.

1. Relevant Equipment

Subject to Item 7.6(l), in respect of a Relevant Service, the Relevant Equipment specified in the relevant Advanced Departure Report.

2. Relevant Personnel and Accompanying Baggage

Subject to Item 7.6(l), in respect of a Relevant Service, the Relevant Personnel and Accompanying Baggage specified in the relevant Advanced Departure Report.

3. Delivery Date

Subject to Items 7.4(a) or 7.5(d), in respect of a Relevant Service, the dates and times specified in the relevant Approved Flight Schedule.

4. Date Relevant Equipment and/or Relevant Personnel available for loading

In respect of a Relevant Service, the date(s) specified in the Advanced Departure Report.

5. Loading Location

- (a) In respect of a Scheduled Service:
 - (i) subject to Item 7.4(a), each location on the Designated Route (other than the last location); and
 - (ii) any additional Loading Locations required by the Commonwealth in accordance with Item 7.4(a).
- (b) In respect of an Additional Service, subject to Item 7.5(d), each Loading Location specified in the Commonwealth's notice under Item 7.5(a).

6. Unloading Location

- (a) In respect of a Scheduled Service:
 - (i) subject to Item 7.4(a), each location on the Designated Route (other than the first location); and
 - (ii) any additional Unloading Locations required by the Commonwealth in accordance with Item 7.4(a).
- (b) In respect of an Additional Service, subject to Item 7.5(d), each Unloading Location specified in the Commonwealth's notice under clause 7.5(a).

7. Special Conditions

7.1 Request Term

- (a) Subject to Item 7.1(b), this Request commences on the date of acceptance by the Commonwealth in accordance with clause 5.3 of the Deed and, unless terminated earlier in accordance with the Deed or otherwise, expires two years after the Service Commencement Date (**Request Term**).
- (b) Subject to the Commonwealth extending the term of the Deed in accordance with clause 3(b) of the Deed, the Commonwealth may, in its absolute discretion, extend the Request Term for two further periods of one year each in duration.
- (c) The Commonwealth may exercise its option to extend the Request Term under Item 7.1(b) at any time prior to the date being two months prior to the expiry of the then current Request Term by notice in writing to the Contractor.

- (d) Where the Commonwealth exercises its option to extend the Request Term under Item 7.1(b), this Request will continue for the extended Request Term on the same terms and conditions.

7.2 Relevant Services

On and from the Service Commencement Date, the Contractor must provide the Relevant Services in accordance with the terms of this Request and the Deed.

7.3 Scheduled Service

Subject to Item 7.4(a), the Contractor must provide the Scheduled Services:

- (a) in accordance with the relevant Approved Flight Schedule; and
- (b) otherwise in accordance with this Request and the Deed.

7.4 Changes to the Scheduled Services

- (a) The Commonwealth may in its absolute discretion and by notice to the Contractor at any time:
 - (i) cancel a Scheduled Service;
 - (ii) change the Designated Route including by removing and/or adding a sector and removing and/or adding Loading Locations and Unloading Locations; and
 - (iii) change the dates and times upon which the Contractor is to provide the Scheduled Service.
- (b) Subject to Item 7.4(c), the Commonwealth may in its absolute discretion and by notice to the Contractor at any time require the Contractor to provide one or more additional Scheduled Services.
- (c) The Commonwealth is not entitled to require the Contractor to provide an additional Scheduled Service in accordance with Item 7.4(b) where the provision of the additional Scheduled Service would interfere with the provision of another Relevant Service previously required by the Commonwealth (**Other Services**) unless the Commonwealth cancels or changes the Other Services in accordance with Items 7.4(a) or 7.5(d) (as applicable).
- (d) Notwithstanding any notice given by the Commonwealth pursuant to Item 7.4(a) in respect of a Scheduled Service, the Scheduled Service as amended (other than a Scheduled Service which is cancelled in accordance with Item 7.4(a)(i)) will continue to constitute a Scheduled Service for the purpose of this Request and, in particular, for the purposes of determining "N" in Item 7.7(b).
- (e) The Commonwealth and the Contractor must comply with Item 7.6 (as applicable) in respect of the Scheduled Services. In the event that compliance with the timing set out in Item 7.6 is not practical due to the timing for the provision of the relevant Scheduled Service, the Commonwealth may, acting reasonably, require the Contractor to comply with revised timings for the purposes of complying with its obligations under Item 7.6.
- (f) Subject to Item 7.7, the Commonwealth will have no liability to the Contractor and the Contractor will not be entitled to make any Claim against the Commonwealth arising out of or in connection with any change to a Scheduled Service in accordance with Item 7.4(a).

7.5 Additional Services

- (a) Subject to Item 7.5(b), at any time during the Request Term, the Commonwealth may, in its absolute discretion, require the Contractor to provide Additional Services by giving notice to the Contractor providing details of:
- (i) the date for delivery of the Relevant Equipment and/or Relevant Personnel and the Accompanying Baggage to the relevant Loading Location(s);
 - (ii) the indicative number of Relevant Personnel and indicative details of the Relevant Equipment and Accompanying Baggage to be moved (where such details are reasonably known);
 - (iii) the date the Relevant Equipment and/or Relevant Personnel and the Accompanying Baggage are available for loading at the relevant Loading Locations(s);
 - (iv) the Loading Location(s);
 - (v) the Unloading Location(s); and
 - (vi) whether the Aircraft will operate as a State Aircraft for the purposes of clause 8.2 of the Deed.
- (b) The Commonwealth is not entitled to require the Contractor to provide Additional Services where the provision of the Additional Services would interfere with the provision of Other Services unless the Commonwealth cancels or changes the Other Services in accordance with Items 7.4(a) or 7.5(d) (as applicable).
- (c) Within 5 days (or such lesser period notified by the Commonwealth) of the Commonwealth giving a notice to the Contractor under Item 7.5(a), the Contractor must give the Commonwealth a written quote in respect of the Contract Price for providing the Additional Services. The written quote must:
- (i) be calculated in accordance with Item 7.8;
 - (ii) contain sufficient details to enable the Commonwealth to determine the basis on which the Contract Price in respect of the Additional Services has been calculated; and
 - (iii) provide an estimate of the quantity of fuel (in litres), which quantity must be reasonable, to be supplied by the Commonwealth in respect of the Additional Services.
- (d) The Commonwealth may in its absolute discretion and by notice to the Contractor at any time:
- (i) cancel an Additional Service;
 - (ii) change the Loading Location(s) and/or Unloading Location(s) in respect of an Additional Service; and
 - (iii) change the dates and times upon which the Contractor is to provide the Additional Services.
- (e) The Commonwealth and the Contractor must comply with Item 7.6 (as applicable) in respect of the Additional Services. In the event that compliance with the timing set out in Item 7.6 is not practical due to the timing of the provision of the relevant

Additional Service, the Commonwealth may, acting reasonably, require the Contractor to comply with revised timings for the purpose of complying with its obligations under Item 7.6.

- (f) The Commonwealth has no obligation to require the Contractor to provide any Additional Services. The Commonwealth will have no liability to the Contractor and the Contractor will not be entitled to make any Claim against the Commonwealth arising out of or in connection with a failure by the Commonwealth to require the Contractor to provide one or more Additional Services.

7.6 Programming

- (a) At least six weeks prior to the first day of each calendar month, the Commonwealth must provide the Contractor with details of the Relevant Services that are required by the Commonwealth during the Relevant Month (**Indicative Schedule**).
- (b) Notwithstanding clause 7.6(a), the Commonwealth may require the Contractor to provide Relevant Services notwithstanding that such Relevant Services are not notified in the Indicative Schedule.
- (c) The Contractor must provide to the Commonwealth for approval by the Commonwealth a completed Flight Schedule in accordance with the terms of this Request and the Commonwealth's requirements in relation to the Relevant Service:
 - (i) within 5 days of receiving an Indicative Schedule, for each Relevant Service notified in the Indicative Schedule; and
 - (ii) within 5 days (or such lesser period notified by the Commonwealth) of receiving any request for:
 - A. additional Scheduled Services in accordance with Item 7.4(b); or
 - B. Additional Services in accordance with Item 7.5(a),that are not notified in the Indicative Schedule.
- (d) The Delivery Date specified in the completed Flight Schedule in respect of a Relevant Service must be:
 - (i) in respect of the Base Scheduled Service and subject to the Commonwealth changing the Designated Route in accordance with Item 7.4(a), no later than 48 hours after the Scheduled Departure Time;
 - (ii) where the Commonwealth requires the Contractor to provide an additional Scheduled Service in accordance with Item 7.4(b), no later than the date and time for delivery specified by the Commonwealth; and
 - (iii) in respect of an Additional Service, no later than the date and time for delivery specified in the Commonwealth's notice under Item 7.5(a).
- (e) The Commonwealth must notify the Contractor whether it approves or rejects the completed Flight Schedule within 5 days of receipt of a completed Flight Schedule in respect of a Relevant Service. Where the Commonwealth rejects a completed Flight Schedule, the Commonwealth must provide reasons for the rejection.
- (f) If the Flight Schedule is rejected by the Commonwealth in accordance with Item 7.6(e), the Contractor must, within 2 days (or such lesser period notified by the Commonwealth) of the Commonwealth's notification of rejection, submit a revised

Flight Schedule to the Commonwealth, amended to meet the requirements of the Commonwealth, whereupon the provisions of Items 7.6(e) and 7.6(f) will reapply to the revised Flight Schedule.

- (g) Where the Commonwealth changes a Scheduled Service in accordance with Item 7.4(a) or changes an Additional Service in accordance with Item 7.5(d), the Contractor must submit a revised Flight Schedule for approval by the Commonwealth within 2 days of receipt of the notice from the Commonwealth in accordance with Items 7.4(a) or 7.5(d). Items 7.6(e) and 7.6(f) will apply to the revised Flight Schedule.
- (h) At least 14 days (or such lesser period notified by the Commonwealth) prior to the Scheduled Departure Time, the Contractor must provide to the Commonwealth:
 - (i) the Loading Location(s) or Unloading Location(s) (as the case requires) at which the Commonwealth must provide fuel to the Contractor;
 - (ii) the date(s) and time(s) that the Commonwealth is required to provide fuel to the Contractor at each nominated Loading Location or Unloading Location; and
 - (iii) the volume of fuel (in litres) that the Commonwealth is required to provide to the Contractor at each nominated Loading Location or Unloading Location.
- (i) At least 7 days (or such lesser period determined by the Commonwealth) prior to the Scheduled Departure Time, the Commonwealth must provide to the Contractor:
 - (i) in relation to a Scheduled Service and in respect of the Loading Locations comprising Brisbane International Airport or Sydney International Airport and Al Minhad Air Base:
 - A. the date(s) and time(s) that the Contractor must provide the unit load devices to the Commonwealth;
 - B. the location at which the Contractor must provide the unit load devices to the Commonwealth (which may be a different location to the Loading Location); and
 - C. the number of unit load devices required by the Commonwealth at each nominated location.
 - (ii) otherwise in respect of all other Loading Locations, the Commonwealth will specify the locations (which may be a different location to the Loading Location) at which the Contractor must provide unit load devices.
- (j) At least 48 hours (or such lesser period determined by the Commonwealth) prior to the Scheduled Departure Time and subject to the capacity of the Aircraft (which must not be less than the capacity of the Aircraft specified in Item 7.13), the Commonwealth must provide to the Contractor an Advanced Departure Report that details the following in relation to the Relevant Service:
 - (i) the Relevant Equipment, Relevant Personnel and Accompanying Baggage to be moved by the Contractor;
 - (ii) the relevant Loading Location(s) and Unloading Location(s) in respect of such Relevant Equipment, Relevant Personnel and Accompanying Baggage;

- (iii) in relation to unit load devices prepared by the Commonwealth at Sydney International Airport or Brisbane International Airport and Al Minhad Air Base in accordance with Item 7.25(b):
 - A. the quantity of the unit load devices to be moved by the Contractor at each location; and
 - B. the weight of each unit load device to be moved by the Contractor at each location;
 - (iv) the date(s) and time(s) from which the Commonwealth can make the Relevant Equipment and/or the Relevant Personnel and the Accompanying Baggage (as applicable) available to the Contractor for loading at each Loading Location;
 - (v) whether the Commonwealth requires the Contractor to attend a pre-move meeting in relation to the Relevant Services and the date and location of the meeting;
 - (vi) whether the Contractor will be required to transport Dangerous Goods in accordance with clause 8.1 of the Deed;
 - (vii) whether the Commonwealth will make Government Furnished Equipment available;
 - (viii) whether the Commonwealth will provide personnel at the Loading Location and/or the Unloading Location (as the case may be) to assist the Contractor to undertake the loading and tie down/securing and the unloading of the Relevant Equipment and the Accompanying Baggage for the purposes of clause 6.3(b) of the Deed;
 - (ix) whether any specific tie down requirements apply to any of the Relevant Equipment for the purposes of clause 6.3(d) of the Deed;
 - (x) whether the Commonwealth will provide equipment or facilities at a Loading Location or Unloading Location to assist the Contractor to undertake the loading and tie down/securing and the unloading of the Relevant Equipment and the Accompanying Baggage for the purposes of clause 6.3(e) of the Deed;
 - (xi) whether a Security Detachment is required for the purposes of clause 6.7(a) of the Deed;
 - (xii) whether the Contractor will be required to move animals for the purposes of clause 6.8 of the Deed and any requirements which the Commonwealth has in relation to the movement of the animals; and
 - (xiii) the dates by which the Contractor must obtain each Approval for the purposes of clause 13.1(b) of the Deed.
- (k) Within 12 hours (or such lesser period notified by the Commonwealth) of receiving the Advanced Departure Report, the Contractor must notify the Commonwealth of:
- (i) any excess Aircraft capacity that can be used by the Commonwealth in respect of the Relevant Service;
 - (ii) whether the Aircraft's available capacity has been exceeded and, if so, by how much; and

- (iii) the Loading Date in respect of each Loading Location.
- (l) At least 24 hours (or such lesser period determined by the Commonwealth) prior to the Scheduled Departure Time, the Commonwealth must provide to the Contractor a Pre-Departure Report that:
 - (i) confirms the Advanced Departure Report; or
 - (ii) notifies the Contractor of any changes to the Advanced Departure Report including the inclusion of additional Relevant Equipment, Relevant Personnel or Accompanying Baggage to make use of any excess capacity in the Aircraft.

7.7 Contract Price - Scheduled Services

- (a) The Contract Price in respect of the provision of a Scheduled Service will be:
 - (i) the applicable amount specified in Item 10(a) adjusted as follows:
 - A. where the Commonwealth changes the Designated Route in accordance with Item 7.4(a) by including additional sectors:
 - 1) the Contract Price in respect of the Scheduled Service will be increased by an amount equal to the additional hours flown as a direct result of the Commonwealth change to the Designated Route multiplied by the Hourly Flying Rate; and
 - 2) subject to Item 7.10, the Contractor will be entitled to reimbursement of the actual external costs incurred by the Contractor in respect of the following items as a direct result of the Commonwealth change to the Designated Route:
 - a) landing fees,
 - b) parking fees,
 - c) navigational fees; and
 - d) crew accommodation costs up to a cap of \$[insert amount as per Item 9.15(c)] per night and meal costs up to a daily cap of \$[insert amount as per Item 9.15(c)].
 - B. where the Commonwealth changes the Designated Route in accordance with Item 7.4(a) by removing an existing sector:
 - 1) the Contract Price in respect of the Scheduled Service will be reduced by an amount equal to the hours not flown as a direct result of the Commonwealth change to the Designated Route multiplied by the Hourly Flying Rate; and
 - 2) the Contract Price in respect of the Scheduled Service will be reduced by an amount equal to those costs not incurred by the Contractor in respect of the following items as a direct result of

the Commonwealth change to the Designated Route:

- a) landing fees,
- b) parking fees,
- c) navigational fees; and
- d) crew accommodation costs and meal costs.

Such amount will be payable in accordance with clause 10.1 of the Deed and Item 7.10 (as applicable);

- (ii) the Take or Pay Payment calculated in accordance with Item 7.7(b) (if any). Such amount will be payable in accordance with Item 7.7(e); and
- (iii) subject to Item 7.10, the Contractor will be entitled to reimbursement of passenger movement charges incurred by the Contractor in respect of the Relevant Personnel in providing the Scheduled Service (to the extent not already paid by the Commonwealth).

- (b) The Take or Pay Payment will be calculated at the end of each Request Year in accordance with the following formula:

$$TPP = [(A-N) \times CP] - S$$

provided that where $TPP \leq 0$ then $TPP = 0$

where:

TPP is the Take or Pay Payment

A subject to clause 7.7(c), is 65

N is the number of Scheduled Services provided by the Contractor in the relevant Request Year

CP is the Contract Price specified in Item 10(a)

S is the cost savings derived by the Contractor from not providing the relevant Scheduled Services.

- (c) Where this Request is terminated prior to the expiry of the Request Term, the reference to "A" in the formula in clause 7.7(b) in respect of the calculation of the Take or Pay Payment for the last Request Year of the Request Term will be:

$$A = 65 \times [B/365]$$

where B is the number of days in the last Request Year of the Request Term.

- (d) Within 30 days after the end of each Request Year, the Contractor must submit a claim for payment of the Take or Pay Payment where it believes that it is entitled to receive the Take or Pay Payment. The claim for payment must contain a detailed calculation of the Take or Pay Payment including a detailed breakdown of all amounts forming part of the calculation. The Contractor must, within 5 days of a request by the Commonwealth, provide such further information as may be required by the Commonwealth.

- (e) Where the Commonwealth approves the claim for payment of the Take or Pay Payment, the Commonwealth must pay the amount of the approved Take or Pay Payment within 30 days of the later of:
 - (i) Commonwealth approval of the claim for payment of the Take or Pay Payment; and
 - (ii) the provision to the Commonwealth of an invoice in accordance with clause 10.2 of the Deed in respect of the Take or Pay Payment.
- (f) The Commonwealth may exercise its rights under clause 16.2(a) of the Deed for the purpose of investigating the calculation of the Take or Pay Payment.
- (g) For the avoidance of doubt and subject to Items 7.7(a)(i)A.2), 7.7(a)(iii) and 7.10, clause 10.3 of the Deed applies to payment of the Contract Price in respect of the Scheduled Services.

7.8 Contract Price - Additional Services

- (a) The Contract Price in respect of the provision of an Additional Service will be:
 - (i) the amount equal to the hours reasonably flown by the Aircraft in order to provide the Additional Service multiplied by the Hourly Flying Rate. Such amount:
 - A. will be payable in accordance with clause 10.1 of the Deed; and
 - B. must not exceed the amount quoted by the Contractor in accordance with Item 7.5(c); and
 - (ii) subject to Item 7.10, the Contractor will be entitled to reimbursement of the actual external costs incurred by the Contractor in respect of the following items in providing the Additional Services:
 - A. landing fees;
 - B. parking fees;
 - C. navigational fees;
 - D. passenger movement charges incurred by the Contractor in respect of the Relevant Personnel (to the extent not already paid by the Commonwealth); and
 - E. crew accommodation costs up to a cap of \$[insert amount as per Item 9.15(c)] per night and meal costs up to a daily cap of \$[insert amount as per Item 9.15(c)].

Such amounts will be payable in accordance with Item 7.10.
- (b) For the avoidance of doubt and subject to Items 7.8(a)(ii) and 7.10, clause 10.3 of the Deed applies to payment of the Contract Price in respect of the Additional Services.

7.9 Fuel

- (a) Subject to Item 7.9(b), the Commonwealth will supply fuel at the locations, dates, times and volumes specified by the Contractor in accordance with clause 7.6(h).

- (b) In respect of:
 - (i) each Scheduled Service, the Commonwealth will not be obliged to provide any fuel in excess of [*insert volume as per Item 9.9(a)*] litres; and
 - (ii) any Additional Services, the Commonwealth will not be obliged to provide any fuel in excess of the quantity quoted by the Contractor in accordance with Item 7.5(c).
- (c) The Contractor must only use fuel supplied by the Commonwealth for the purpose of providing the Relevant Services.
- (d) Within 7 days of the completion of each Relevant Service, the Contractor must provide the following details to the Commonwealth:
 - (i) the quantity of fuel (in litres) that was in the Aircraft immediately prior to commencing the Relevant Service;
 - (ii) the quantity of fuel (in litres) supplied by the Commonwealth to the Contractor at each Loading Location and Unloading Location during the Relevant Service; and
 - (iii) the quantity of fuel (in litres) remaining in the Aircraft at the completion of the Relevant Service.
- (e) The Contractor will not be entitled to any additional fuel in excess of the quantities referred to in Item 7.9(b) by virtue of the fact that a substitute or replacement Aircraft with a higher rate of fuel consumption is utilised by the Contractor to perform the Relevant Services.
- (f) The Commonwealth will supply fuel in accordance with the specifications in Annex B.
- (g) The Contractor must pay for any fuel supplied to the Contractor in excess of the quantities referred to in Item 7.9(b) at rates reasonably determined by the Commonwealth. The Contractor must pay the amount due within 30 days of receipt of an invoice from the Commonwealth.

7.10 Reimbursement of costs

Where this Request makes provision for the Commonwealth to reimburse costs incurred by the Contractor in providing the Relevant Services, the following provisions apply in respect of that reimbursement:

- (a) the Contractor must use its best endeavours to minimise the reimbursable costs;
- (b) the Contractor must submit to the Commonwealth a claim for payment in accordance with clause 10.2 of the Deed including a detailed breakdown of the reimbursable costs incurred and copies of the invoices in respect of the reimbursable costs;
- (c) the Contractor must provide to the Commonwealth such additional information as the Commonwealth may require in respect of the reimbursable costs;
- (d) the Contractor will not be entitled to charge any mark up in respect of the reimbursable costs; and

- (e) the Commonwealth will reimburse the Contractor for payment of the reimbursable costs within 30 days of the later of:
 - (i) submission of the information specified in Items 7.10(b) and 7.10(c); and
 - (ii) the completion of the Relevant Service.

7.11 CPI Indexed

Unless otherwise expressly provided, a reference to "CPI Indexed" after a monetary amount in this Request means that the amount will be indexed for movements in the consumer price index in accordance with the following formula:

$$A \text{ (CPI Indexed)} = A \times \frac{\text{CPI}_{Q-1}}{\text{CPI}_{\text{Base}}}$$

Where:

A is the monetary amount originally specified;

CPI_{Q-1} is the Consumer Price Index All Groups weighted average for the eight capital cities published by the Australian Bureau of Statistics for the Quarter End following the date that occurs 3 months before the relevant calculation date; and

CPI_{Base} is the Consumer Price Index All Groups weighted average for the eight capital cities published by the Australian Bureau of Statistics for the Quarter End ending 30 September 2010.

If either:

- (a) the Consumer Price Index All Groups weighted average for the eight capital cities ceases to be published quarterly; or
- (b) the method of calculation of the Consumer Price Index All Groups weighted average for the eight capital cities substantially alters,

then the Consumer Price Index All Groups weighted average for the eight capital cities is to be replaced by the nearest equivalent index as selected in good faith by the Commonwealth and any necessary consequential amendments are to be made.

7.12 Prohibited Countries

Unless otherwise agreed by the Commonwealth in writing, the Contractor must ensure that in providing the Relevant Services the Aircraft does not land in or otherwise overfly any Prohibited Country.

7.13 Aircraft

- (a) The Aircraft must:
 - (i) have an optimal seating capacity for at least 200 Relevant Personnel; and
 - (ii) have an available cargo carrying capacity of at least 25,000 kg (comprising a minimum of 150m³ of volumetric capacity), comprising:
 - A. capacity to hold Accompanying Baggage of at least 12,000 kg; and
 - B. a minimum useable cargo capacity of 13,000 kg.

- (b) The Aircraft must:
 - (i) be configured for aero medical evacuation; and
 - (ii) carry a minimum of four onboard stretchers that are available for use at all times.

7.14 Exclusive use of Aircraft

Unless otherwise agreed by the Commonwealth in writing, the Contractor must not use the Aircraft for any purpose other than providing the Relevant Services.

7.15 Availability of Aircraft

- (a) The Contractor must ensure that the Aircraft is available to provide the Relevant Services at all times during the Request Term.
- (b) In the event that the Aircraft is unavailable for any reason, the Contractor must provide or procure, at its own cost and without interfering with the provision of any Relevant Service, a replacement Aircraft that will enable the Contractor to comply with all of the requirements of this Request and the Deed.
- (c) Without limiting any right of the Commonwealth under the Deed, the Contractor must:
 - (i) not use a replacement aircraft without the prior written approval of the Commonwealth; and
 - (ii) ensure that any replacement aircraft satisfies the requirements of the Deed.

7.16 Flight report

Within 10 Working Days of the end of each calendar month, the Contractor must provide the Commonwealth with a report containing the following information in respect of the previous calendar month:

- (a) the number of Scheduled Services provided;
- (b) the number of Additional Services provided including details of the route;
- (c) the number of Relevant Personnel moved on each Relevant Service;
- (d) the weight of Relevant Equipment and Accompanying Baggage moved on each Relevant Service; and
- (e) the total flight time for each Relevant Service.

7.17 State Aircraft and use of military call sign

- (a) Unless otherwise notified by the Commonwealth in writing, any Aircraft providing the Scheduled Services will operate as a State Aircraft for the purposes of clause 8.2 of the Deed.
- (b) The Commonwealth may by notice to the Contractor require the Aircraft to operate as a State Aircraft for the purposes of clause 8.2 of the Deed when providing an Additional Service.

- (c) Without limiting clause 8.2(b) of the Deed, the Contractor must provide all information and documentation requested by the Commonwealth, in accordance with Annex C, to enable the Commonwealth to meet its obligations under clause 8.2(a) of the Deed in respect of a Relevant Service on the earlier of:
 - (i) 28 days prior to the Scheduled Departure Time; and
 - (ii) the date specified by the Commonwealth in writing to the Contractor.

7.18 In-flight manager

The Contractor must provide an in-flight manager at all times during the Relevant Service who:

- (a) speaks fluent English; and
- (b) unless otherwise agreed by the Commonwealth in writing, is an employee of the Contractor.

7.19 Liaison staff

Without limiting clause 7 of the Deed, the Contractor must ensure that its on-site representative at each Loading Location and Unloading Location:

- (a) speaks fluent English; and
- (b) unless otherwise agreed by the Commonwealth in writing, is an employee of the Contractor.

7.20 Telephone service

- (a) The Contractor must provide and maintain a 24 hour a day, 7 day a week telephone service in accordance with this Item 7.20 (**Telephone Service**).
- (b) The Commonwealth must be able to contact the Contractor at any time via the Telephone Service in respect of any matter relating to the Relevant Services.
- (c) The Telephone Service must provide an automated capability that enables the Commonwealth and the Relevant Personnel to receive up to date details regarding the flight schedule in respect of any Relevant Service including any amendments to the flight schedule.
- (d) The Contractor must provide the Commonwealth with the telephone number(s) for the Telephone Service at least 5 days prior to the Service Commencement Date.
- (e) The Contractor must immediately notify the Commonwealth of any changes to the telephone number(s) for the Telephone Service.

7.21 Situation Reports

- (a) The Contractor must provide a situation report to the Commonwealth by email to the Strategic Lift Coordination Cell (strategiclift.coordinationcell@defence.gov.au) (or such other email address which the Commonwealth notifies the Contractor from time to time) within 30 minutes of any Aircraft departing a Loading Location or arriving at an Unloading Location during each Relevant Service (**Situation Report**).
- (b) The Situation Report must contain the following information:

- (i) in respect of a Situation Report provided immediately following the departure of the Aircraft from a Loading Location:
 - A. the estimated time of arrival at the next Unloading Location;
 - B. details of any delays to the Aircraft relative to the relevant Approved Flight Schedule;
 - C. details of the number of Relevant Personnel embarked on the Aircraft; and
 - D. details of the weight of the Relevant Equipment and Accompanying Baggage being moved on the Aircraft.
- (ii) in respect of a Situation Report provided immediately following the arrival of the Aircraft at an Unloading Location:
 - A. the estimated time of departure of the Aircraft from that Unloading Location (where applicable);
 - B. details of any delays to the Aircraft relative to the relevant Approved Flight Schedule;
 - C. details of the number of Relevant Personnel that disembarked the Aircraft; and
 - D. details of the weight of the Relevant Equipment and Accompanying Baggage unloaded from the Aircraft.

7.22 Entertainment

The Aircraft must be fitted with an operational in-flight audio and visual entertainment system that provides audio and visual entertainment to each passenger seat. The in-flight audio and visual entertainment system must be available for use at all times during each Relevant Service.

7.23 Meals and refreshments

- (a) Without limiting clause 6.6 of the Deed, unless and to the extent specified otherwise by the Commonwealth in writing, the Contractor must provide meals and refreshments to all Relevant Personnel:
 - (i) in respect of each Scheduled Service, during all sectors comprising the Designated Route; and
 - (ii) during each sector of any Additional Service.
- (b) All meals must be of premium economy class standard.
- (c) Alcohol must not be supplied by the Contractor at any time during a Relevant Service.

7.24 Ground Handling Services

Unless and to the extent specified otherwise by the Commonwealth in writing, the Contractor will be responsible for providing Ground Handling Services for the loading and unloading of the Aircraft at all Loading Locations and Unloading Locations for each Relevant Service.

7.25 Unit load devices

Unless and to the extent specified otherwise by the Commonwealth in writing:

- (a) the Contractor must provide all unit load devices required to conduct the Relevant Services in accordance with the Commonwealth's requirements specified in accordance with Item 7.6(i); and
- (b) in relation to a Scheduled Service and in respect of the Loading Locations comprising Sydney International Airport or Brisbane International Airport and Al Minhad Air Base, the Commonwealth will be responsible for:
 - (i) determining the number of unit load devices required; and
 - (ii) packing and preparing the unit load devices with sustainment cargo only (checked baggage and unit freight to be packed and prepared by contractor); and
- (c) otherwise in respect of all other Loading Locations, the Contractor will be responsible for:
 - (i) determining the number of unit load devices required; and
 - (ii) packing and preparing the unit load devices.

7.26 Seating

Unless and to the extent specified otherwise by the Commonwealth in writing, the Contractor will allocate seating to the Relevant Personnel in the following priority order:

- (a) Priority 1 - personnel identified as performing aero medical evacuation tasking;
- (b) Priority 2 - personnel identified as performing escort duties; and
- (c) Priority 3 - personnel in rank-alphabetical order.

7.27 Non-Australian Government Approvals

There are no Non-Australian Government Approvals for the purposes of clause 13.1(e) of the Deed.

7.28 Relevant Personnel

Without limiting the Contractor's obligations under the Deed, the Contractor must:

- (a) arrange for boarding passes to be issued to all Relevant Personnel at each Loading Location; and
- (b) process all Relevant Personnel and Accompanying Baggage to civilian international flight standards.

7.29 Customs clearances

Without limiting the Contractor's obligations under the Deed, the Contractor is responsible for preparing paperwork and arranging clearances (including visa approvals applicable for entry/exit requirements) by the Australian Customs Service and any relevant equivalent overseas agencies or bodies for all Relevant Personnel embarking or disembarking at a Loading Location or an Unloading Location.

7.30 Quarantine clearances

- (a) Without limiting the Contractor's obligations under the Deed, the Contractor is responsible for preparing paperwork and arranging quarantine clearances from the Australian Quarantine Inspection Service (AQIS) and any relevant overseas agencies or bodies for all Relevant Equipment and Accompanying Baggage disembarking at an Unloading Location.
- (b) For the avoidance of doubt, the Contractor is to provide "Ships Papers" to AQIS and arrange an inspection of all Relevant Equipment and Accompanying Baggage which is unloaded at an Unloading Location in Australia.
- (c) The Contractor must provide a bonded warehouse with short term storage capability for the storage of Relevant Equipment and Accompanying Baggage requiring prolonged inspections or for on-forwarding to remote locations.

7.31 Cabotage authorisation

Without limiting the Contractor's obligations under the Deed, the Contractor must obtain any cabotage authorisations required to provide the Relevant Services.

7.32 Government Furnished Equipment

Unless specified by the Commonwealth in an Advanced Departure Report, the Commonwealth will not make available any Government Furnished Equipment.

7.33 Delay

Clause 23(e) of the Deed does not apply to this Request and the Contractor may not exercise its rights under that clause in respect of this Request.

7.34 Force majeure

Notwithstanding clause 19.1 of the Deed, for the purposes of this Request, a Force Majeure Event is limited to the following events:

- (a) lightning, earthquake, cyclone, natural disaster, landslide and mudslide;
- (b) fire or explosion caused by an event referred to in Item 7.34(a);
- (c) a flood which might be expected to occur once or less in every 100 years;
- (d) war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped powers, martial law or civil unrest;
- (e) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- (f) inclement weather (including storms, rain, hail, fog, dust storms, severe wind, frost or ice) which causes the Operator to abort or delay takeoff or landing of the Aircraft or which causes delay whilst the Aircraft is enroute;
- (g) traffic restrictions or enroute directions imposed by air traffic controllers, any aviation authority or other government agency;
- (h) fuel contamination without fault on the part of the Contractor;

- (i) state wide industrial action or industry wide industrial action excluding any such industrial action caused by the Affected Party; and
- (j) expropriation or hijacking of the Aircraft.

7.35 Insurance

For the purposes of clause 14.6(a) of the Deed, the insured amounts and maximum deductibles are those specified in Annex D in respect of this Request.

7.36 Delays

Subject to clauses 14.4(a), 19 and the other provisions of the Deed and without limiting the Commonwealth's rights at law or under clauses 6.2(b) or 6.2(c) of the Deed, where the departure of an Aircraft is delayed (except to the extent the delay is caused by the Commonwealth, its officers, employees and agents), the Contractor will be responsible for providing storage for the Relevant Equipment and Accompanying Baggage.

7.37 Change of Control

- (a) The Contractor must ensure that there is no Change of Control of the Contractor unless and until the Contractor first obtains the written consent of the Commonwealth.
- (b) For the purposes of this Item:
 - (i) a "**Change of Control**" means, in relation to the Contractor, where a person who did not (directly or indirectly) effectively Control the Contractor at the date of acceptance of this Request by the Commonwealth in accordance with clause 5.3 of the Deed, either alone or together with others, acquires Control of the Contractor; and
 - (ii) "**Control**" means:
 - A. the ability to exercise or control the exercise of the right to vote in respect of more than 50% of the voting shares or other form of voting equity in a corporation;
 - B. the ability to dispose or exercise control over the disposal of more than 50% of the shares or other form of equity in a corporation;
 - C. the ability to appoint or remove or where a majority of the directors of a corporation;
 - D. the ability to exercise or control the exercise of the casting of a majority of the votes at the meeting of the board of directors of a corporation; and
 - E. any other means, direct or indirect, of dominating the decision making and financial and operating policies of a corporation.
- (c) To avoid doubt, the Commonwealth may, in its absolute discretion, withhold any consent under Item 7.37(a), or give its consent subject to conditions.
- (d) If there is a Change of Control without the Contractor first obtaining the Commonwealth's consent under Item 7.37(a), the Commonwealth will be entitled to terminate this Request at any time in accordance with clause 24.2(a)(ii) of the Deed.

8. Date for submission of Completed Request

On or before 12.00 noon (Australian Eastern Standard Time) on 01 June 2010.

9. Other Commonwealth requirements or information

9.1 Submission of Completed Request

The Contractor is required to submit to the Commonwealth:

- (a) three hard copies of the Completed Request; and
- (b) one soft copy of the Completed Request,

each clearly marked with the tender identification number: AO/014/09-10 to the following address:

DMO Tender Room
Defence Mail Services
Department of Defence
Building 14/22 Wycombe St
Queanbeyan NSW 2620

9.2 Contact officer

The contact officer for this Request is Squadron Leader Ben Cole, SO2 SLCC, HQ1JMOVGP, HQJOC, B1-G-E216, Bungendore ACT 2600. Phone (02) 6128 4436.

9.3 Industry briefing

- (a) The Commonwealth may, in its absolute discretion, conduct an industry briefing to provide the Contractor and Other Contractors with further information in relation to this Request. In the event that the Commonwealth decides to hold an industry briefing, the Commonwealth will provide details of the industry briefing to the Contractor.
- (b) Industry briefings are conducted for the purpose of providing background information only. The Contractor should not rely on a statement made at the industry briefing as amending or adding to this Request, unless that amendment or addition is confirmed by the Commonwealth in writing.

9.4 Format of Completed Requests

- (a) In responding to this Request, the Contractor should:
 - (i) complete Items 10 to 17 below. The Contractor may refer to attached information when completing Items 10 to 17; and
 - (ii) attach such additional information which the Contractor believes is appropriate in order to fully respond to this Request.
- (b) In this Request, the Commonwealth has requested the Contractor to provide a range of additional information in responding to this Request. The Contractor should include such additional information in its response to Item 16 in accordance with Item 9.4(a).

9.5 Compliance with Request

- (a) The Contractor must state its compliance or otherwise with each Item of the Request. Responses must be limited to the following expressions:
 - (i) "Complies";
 - (ii) "Does Not Comply"; or
 - (iii) "Exceeds Requirement".
- (b) The Contractor must provide separately a summary list of Items in respect of which there is non-compliance clearly identifying the scope of the non-compliance.
- (c) Where the Contractor proposes amendments to the terms of the Request as part of its response, the Contractor should provide detailed drafting outlining the proposed amendments using the track changes function. Such amendments may be required to reflect the Contractor's proposed contract structure.

9.6 Subcontractors and contractual arrangements

- (a) The Contractor must provide details of each Subcontractor which it proposes to engage to perform this Request including:
 - (i) the name of each Subcontractor;
 - (ii) the nature of work/services to be subcontracted; and
 - (iii) the value of the Subcontract.
- (b) The Contractor may request the inclusion of additional Approved Subcontractors for the purposes of clause 18 of the Deed by complying with the process set out in clause 18 of the Deed.
- (c) It is important that the Commonwealth has a detailed understanding of the basis on which the Contractor proposes to perform the Request. The Contractor must provide details of its proposed contract arrangements for the purpose of performing this Request including details of contract arrangements for the provision of the:
 - (i) Aircraft;
 - (ii) maintenance of the Aircraft;
 - (iii) Ground Handling Services; and
 - (iv) flight crew.

9.7 Aircraft availability

- (a) The Contractor must provide details of its proposal for the replacement or substitution of any Aircraft to be utilised to provide the Relevant Services during periods of non-availability of the Aircraft due to scheduled or unscheduled maintenance of the Aircraft.
- (b) The Contractor must provide details of the proposed maintenance schedule for the Aircraft during the Request Term.

9.8 Operating location

The Contractor must provide details of its proposed arrangements in relation to:

- (a) the location at which the Aircraft will be based; and
- (b) the location at which the Aircraft will undergo scheduled maintenance and unscheduled maintenance.

9.9 Fuel

The Contractor must:

- (a) propose the quantity of fuel (in litres) for inclusion in Item 7.9(b)(i);
- (b) provide sufficient details to enable the Commonwealth to understand the basis on which the proposed quantity of fuel for inclusion in Item 7.9(b)(i) has been calculated;
- (c) provide details of its requirements in relation to fuel for inclusion in this Request; and
- (d) provide details of the average burn rate for the Aircraft.

9.10 Airworthiness requirements

The Contractor must provide a certified copy of its Air Operator's Certificate issued by CASA or a Non-Scheduled Flight Approval issued by CASA at Annex E.

9.11 Aircraft crew details

The Contractor must provide details of the names, nationalities, citizenship and passport details of the pilot(s) and aircrew.

9.12 Meals and refreshments

The Contractor must provide details of what meals and refreshments will be served to the Relevant Personnel:

- (a) during each sector of the Designated Route; and
- (b) during Additional Services.

9.13 In-flight entertainment

The Contractor must provide details of the proposed in-flight entertainment which will be provided on the Aircraft to the Relevant Personnel:

- (a) during each sector of the Designated Route; and
- (b) during Additional Services.

9.14 Telephone service

The Contractor must provide details of its proposed Telephone Service for the purposes of Item 7.20.

9.15 Contract Price

- (a) The Contractor must provide details of the Contract Price in accordance with Item 10 for the purposes of Items 7.7 and 7.8. The Contract Price must be exclusive of GST.

- (b) In addition to providing the details referred to in Item 9.15(a), the Contractor may propose an alternative basis for the calculation and payment of the Contract Price for the Relevant Services.
- (c) The Contractor must provide the proposed caps for crew accommodation costs and meal costs for the purposes of Items 7.7(a)(i)A.2d) and 7.8(a)(ii)E.

9.16 Indexation of Contract Price

For the purposes of Item 7.20, the Contractor may propose for consideration by the Commonwealth:

- (a) an alternative basis on which the Contract Price is indexed during the Request Term; and
- (b) an alternative index for the adjustment of the Contract Price during the Request Term.

9.17 Risk assessment

The Contractor must submit a risk assessment at Annex F which identifies:

- (a) key risks in relation to the provision of the Relevant Services; and
- (b) strategies which will be implemented to manage the risks.

9.18 Insurances

The Contractor must provide details of its proposed insurances for the purposes of clause 14.6 and Schedule 5 of the Deed of this Request including:

- (a) name of the insurance provider;
- (b) type of insurance;
- (c) terms and coverage of the insurance including conditions and exclusions;
- (d) limits of liability per claim or occurrence and details of any aggregate limits or relevant sub limits that apply;
- (e) for a current policy, whether or not any past or current claims made under the policy have materially affected, or are likely to materially affect, the Contractor's ability to meet its obligations under the Contract;
- (f) sum insured;
- (g) deductible amounts; and
- (h) period of insurance.

9.19 Ground Handling Services

The Contractor must provide details in respect of how it proposes to provide Ground Handling Services at Al Minhad Air Base.

9.20 Non-compliant Completed Requests

The Commonwealth may, in its absolute discretion, consider a Completed Request that is non-compliant with one or more of the requirements of this Request.

9.21 Financial statements

- (a) The Contractor must provide copies of its Annual Statement of Financial Position and Statement of Financial Performance with the appropriate accompanying notes for the past three financial years at Annex G.
- (b) If the Contractor is part of a group of companies, the Contractor must provide the documents referred to in Item 9.21(a) (or equivalent information) relating to the Contractor as a single entity.

9.22 Evaluation Criteria

Without limiting clause 5.5 of the Deed, the criteria to be applied for the purposes of evaluation may include the following, not in any order of importance:

- (a) past performance of contractual obligations of the Contractor, the Operator or any Subcontractor;
- (b) the Contractor's degree of overall compliance with the requirements of this Request;
- (c) the Contractors understanding of the requirements of this Request;
- (d) the extent to which the Contractor demonstrates how compliance with the requirements of this Request and the Deed will be achieved;
- (e) the extent to which the tenderer meets the technical, functional, operational, and performance requirements stated in this Request and the Deed;
- (f) the extent to which the Contractor is compliant with this Request and the assessed level of risk relating to the negotiation of this Request;
- (g) the proposed corporate structure and the financial and corporate viability of the Contractor and any proposed Operator to fulfil their obligations under this Request and the Deed;
- (h) the Contractor's demonstrated technical and managerial capability to meet the requirements of this Request and the Deed; and
- (i) the fuel efficiency of the Aircraft.

9.23 Contractor to inform itself

- (a) The Commonwealth makes no representations or warranties that the information in this Request or any information communicated or provided to the Contractor during the Request Process is, or will be, accurate, current or complete.
- (b) The Contractor is responsible for:
 - (i) examining this Request, any documents referenced in or attached to this request and any other information made available by the Commonwealth to the Contractor in connection with this Request;
 - (ii) 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 its response to this Request; and
 - (iii) satisfying itself as to the accuracy, currency and completeness of such information and its response to this Request.

- (c) The Contractor prepares and lodges a response to this Request based on the Contractor's acknowledgment and agreement that:
 - (i) it does not rely on any representation, letter, document or arrangement, whether oral or in writing, or other conduct as adding to or amending this Request other than as expressly stated by the Commonwealth in writing;
 - (ii) it has relied entirely upon its own inquiries and inspection in respect of the subject of its response to this Request; and
 - (iii) it is 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.

9.24 No process contract

Except as outlined in clause 5.3 of the Deed, notwithstanding any Item of this Request or clause of the Deed, the Contractor:

- (a) acknowledges that neither the Commonwealth nor the Contractor intends to create any contract or other relationship under which the Commonwealth is obliged to conduct the Request Process in any manner or at all, and that there is in fact no such contract or other relationship in existence;
- (b) acknowledges that neither this Request nor the submission of any Completed Request will create any legal or other obligation upon the Commonwealth to conduct the issue and finalisation of this Request in any manner or at all; and
- (c) releases the Commonwealth from any Claim it might otherwise have been able to bring against the Commonwealth, arising out of or in connection with the Commonwealth's conduct of, or failure to conduct, this Request in any manner or at all.

9.25 Other Commonwealth Rights

- (a) In addition to and without limiting its other rights at law or otherwise in the Deed or this Request, the Commonwealth may, in its absolute discretion and at any stage of the Request Process, do all or any of the following at any time without giving reasons:
 - (i) reject or refuse to consider or evaluate a Completed Request;
 - (ii) require additional information from the Contractor;
 - (iii) change the structure, approach and timing of the Request;
 - (iv) withdraw the Request (regardless of whether the Commonwealth also withdraws a request issued to one or more of the Other Contractors);
 - (v) extend the date for submission of Completed Request referred to in Item 8;
 - (vi) alter or vary any process or procedure regarding the consideration or the evaluation of a Completed Request;
 - (vii) terminate, suspend or defer any activity in respect of this Request including clarification discussions and negotiations being conducted at any time with the Contractor for any reason;

- (viii) meet with, accept presentations from or negotiate with the Contractor or Other Contractors;
- (ix) enter into any form of contractual arrangement with any Other Contractor without prior notice to the Contractor;
- (x) accept any completed request submitted by any Other Contractor on such terms as the Commonwealth in its absolute discretion accepts, without prior notice to the Contractor;
- (xi) alter or vary any process or procedure regarding the consideration or evaluation of the Completed Request (including the evaluation criteria referred to in Item 9.21);
- (xii) request, attend or conduct inspections of the Aircraft and any facilities and equipment associated with this Request;
- (xiii) waive any requirement or obligation under this Request or the Deed; and
- (xiv) take such other action as it considers in its absolute discretion, appropriate in relation to this Request.

(b) The Contractor will have no Claim against the Commonwealth in connection with the exercise of any of the Commonwealth's rights under this Item 9.24.

No.	Item	Details
10.	Contract Price	(a) In respect of: <ul style="list-style-type: none"> (i) the first 65 Scheduled Services conducted in any Request Year, \$[] (CPI Indexed) per Scheduled Service (refer to Item 7.7(a)(i)); and (ii) any Scheduled Service conducted in excess of the first 65 Scheduled Services in any Request Year for either: <ul style="list-style-type: none"> A.YBBN as the designated route \$[] (CPI Indexed) per Scheduled Service (refer to Item 7.7(a)(i)). B.YSSY as the designated route \$[] (CPI Indexed) per Scheduled Service (refer to Item 7.7(a)(i)). (b) \$[] (CPI Indexed) (Hourly Flying Rate)
11.	Loading Date	The date specified by the Contractor in accordance with Item 7.6(k).
12.	Details of the Aircraft including Aircraft Operating Certificate, the aircraft type, registration, maximum payload uplift capacity of personnel and/or equipment	
13.	Details of any Operator which	

No.	Item	Details
	will operate the Aircraft and details of any Subcontractors which will otherwise provide the Services	
14.	Contractor's point of contact including contact details	
15.	<p>Maximum of liability of the Commonwealth for:</p> <p>(a) delays to the scheduled departure time of an Aircraft in accordance with clause 23(a) of the Deed; and</p> <p>(b) cancellation of an Agreed Request in accordance with clause 24.3(c) of the Deed</p>	
16.	Other information to be provided by the Contractor	
17.	The period within which the Commonwealth may accept the Completed Request which must not be less than 10 days.	<i>[Note to Contractor: Subject to Item 10.6, the Commonwealth proposes a period of 90 days to allow the Commonwealth sufficient time to evaluate responses.]</i>

Request:

The Commonwealth requests the Contractor to complete Items 10 to 17 of the Request in accordance with the terms of the Deed and return the Completed Request signed by the Contractor to the Commonwealth by the date set out in Item 8 of the Request.

Signed for and on behalf of the Commonwealth

Date:

Completed Request:

The Contractor agrees to move the Relevant Equipment and/or Relevant Personnel and the Accompanying Baggage in accordance with the terms of this Completed Request and the terms of the Deed.

Signed for and on behalf of the Contractor

Date:

Request:

The Commonwealth accepts the Completed Request.

Signed for and on behalf of the Commonwealth

Date:

Annex A - Flight Schedule

FLT No.	Date	From	ETD	To	ETA	No. of PAX	Cargo Payload (kg)	Total Payload (kg)	Excess available to ADF		Cost AUD or USD	Aircraft Type	Carrier	Remarks	
									PAX	Cargo (kg)					
Total															

Annex B - Fuel Specifications

[Note to Contractor: Fuel specifications to be agreed prior to finalisation of the Agreed Request.]

Annex C – Diplomatic Clearance Proforma

ASYXXX DIPLOMATIC CLEARANCE REQUEST

1. PLEASE SEEK DIPLOMATIC CLEARANCE FOR AN ADF CHARTERED xxxx AIRCRAFT TRAVELLING TO AL MINHAD AB, DETAILS AS FOLLOWS:

A. AIRCRAFT TYPE: xxx

B. REG No: VH-xxx OR VH-xxx

C. CALLSIGN: ASYXXX

D. CAPTAIN: JOE BLOGGS, 01/06/10, AUSTRALIAN, L1234567 (SYD-TSV)

CAPTAIN: JOE BLOGGS2, 01/06/10, AUSTRALIAN, L8901234

E. CREW: 0 X CAPTAIN, 0 X FIRST OFFICER, 0 X FLIGHT ATTENDANTS (ALL AUSTRALIAN)

F. ITINERARY

ETA	PLACE	ETD
ORIGINATE	BRISBANE INTL	
210000Z	BRISBANE INTL	260000Z OCT10
260000Z	DARWIN INTL	260000Z OCT10
260000Z	XXXX FIR	
260000Z	AL MINHAD AB	260000Z OCT10

G. ROUTE:

(1) YBBN DCT XX XXXX XXX XXX XXX XXX XX DCT YPDN

(2) YPDN DCT XXXX XXXX XXX DCT XXX

2. COUNTRIES INCLUDE: AUSTRALIA, XXXXX XXXXXXXX

3. PURPOSE OF TASK: ISO AUSTRALIAN CONTINGENT

Annex D - Insurance

Insurance	Minimum sum insured	Maximum deductible
Employer's liability and worker's compensation insurance		
Hull all risk insurance		
Aviation liability insurance		
Public and product liability insurance		
Other insurances		
General liability		
<i>[insert other as required]</i>		

Annex E – Airworthiness Certificates

Annex F – Risk Assessment

Annex G -- Financial Statements