

1. **General:** Quotations should be submitted on the **Request for Quotation** form (the quotation form). All the requested details are to be provided in English. Tenderers submit the quotation subject to these **General Conditions of Quotation** and the attached **General Conditions of Contract for the Supply of Services** and any Special Conditions attached by the Commonwealth. The Commonwealth may not accept a quotation and may not issue a contract.
2. **Alterations:** Alterations, erasures, illegibility, ambiguity or incomplete details may render the quotation invalid.
3. **Special Conditions:** Any additional or alternative terms or conditions attached to the quotation form by the Commonwealth as Special Conditions take precedence over the **General Conditions of Quotation** or the **General Conditions of Contract** (as applicable).
4. **Amendments and Queries:** This Request for Quotation (RFQ) may be amended upon giving tenderers timely written notice of an amendment. Any queries in respect to this RFQ should be directed to the Contact Officer noted on the quotation form. If the Commonwealth amends or clarifies any aspect of this RFQ under this clause prior to the quotation closing time then the Commonwealth will issue a formal amendment to the RFQ in the same manner as the original RFQ.
5. **Clarification:** The Commonwealth, at any time during the tendering process, may seek clarification or additional information from, and enter into discussions or negotiations with, any or all tenderers in relation to their quotation. In responding to any request for clarification or additional information, the tenderer will not be allowed to substantially tailor or amend their quotation.
6. **Alternatives:** Offers for alternatives can be submitted where the option to do so was included in the RFQ or agreed in writing with the Commonwealth prior to the submission of the quotation. Alternatives should be submitted with full technical details to enable them to be evaluated.
7. **Evaluation and Acceptance:** Quotations will be evaluated in accordance with Commonwealth Procurement Rules and policies with particular reference to value for money. The criteria to be applied for the purposes of evaluation are the extent to which the tenderer's offer meets the Commonwealth's requirements set out in the quotation form, the tenderer's capacity to provide the Services, the assessed level of risk arising from the tenderer's offer and the quoted prices and pricing terms. Acceptance of a quotation will occur only when a contract is issued. Unsuccessful tenderers will be notified of the final decision and may request a debriefing.
8. **Lodgement:** The closing time for lodgement of quotations is at the time and date specified on the quotation form unless otherwise provided. Extensions to the quotation closing time will be considered only in exceptional circumstances. Any new time limit provided for under this clause will apply equally to all tenderers. Any quotation received after the quotation closing time will be considered as late and only accepted in limited circumstances consistent with Defence procurement policy.
9. **Reference Material:** Defence-nominated drawings, specifications, samples, information, and other reference material may be obtained from the Contact Officer noted on the quotation form. The tenderer is responsible for examining the reference material. At all times the reference material is to remain the property of the Commonwealth. The reference material can only be used for the purpose of preparing the quotation and is to be treated as Commonwealth confidential information in all other respects. The reference material will need to be returned or disposed of securely upon request of the Commonwealth.
10. **Price Basis:** Quotations should be provided at a firm price and show both the GST exclusive and GST inclusive amounts. The Contract Price will be inclusive of all GST and all taxes, duties (including any customs duty) and government charges imposed or levied in Australia or overseas. The Contract Price should include the cost of any packaging, marking, handling, freight and delivery, insurance and any other applicable costs and charges.
11. **Cost Investigation:** For the purposes of establishing that the quoted price is fair and reasonable and constitutes value for money for the Commonwealth, the Commonwealth's cost investigation staff may, prior to the formation of any resultant Contract, conduct a cost investigation of the quoted price. On request by the Commonwealth the tenderer is to facilitate any such cost investigation.
12. **Small Business Participation:** Tenderers should indicate on the quotation form whether they are a Small Business. 'Small Business' means an enterprise that employs less than the full time equivalent of 20 persons ('full time equivalent' is as defined by the Australian Bureau of Statistics). If the enterprise is an 'associated entity' as defined in section 50AAA of the *Corporations Act 2001* (Cth), this test is applied to the group of associated entities as a whole.
13. **Unpaid Employee Entitlements:** The Commonwealth will not contract with a tenderer which has a judicial decision against it (including overseas jurisdictions but excluding decisions under appeal or instances where the period for appeal or payment/settlement has not expired) relating to unpaid employee entitlements where the entitlements remain unpaid.
14. **Reporting Requirements:** Tenderers acknowledge that the Commonwealth is subject to legislative and administrative accountability and transparency requirements including disclosure to Parliament and its Committees. Tenderers acknowledge that for any resultant Contract valued at A\$10,000 or more the Commonwealth will publish at a minimum the following information and these details will constitute public information upon publication: value and date of the Contract; description of the Contract in sufficient detail to identify the nature of the Services; supplier name; and supplier postal address. Contracts valued at A\$100,000 or greater are subject to additional reporting requirements.
15. **Workplace Gender Equality:** In accordance with the Workplace Gender Equality Procurement Principles, for procurements that are at or above the relevant procurement threshold and that do not meet the exemptions set out at Appendix A to the Commonwealth Procurement Rules:
 - a. the Commonwealth will not contract with a tenderer who is non-compliant under the *Workplace Gender Equality Act 2012* (Cth); and
 - b. if the tenderer is a Relevant Employer, the tenderer is to:

General Conditions of Quotation

- c. provide a current letter of compliance issued by the Workplace Gender Equality Agency (WGEA) as part of its response; or
- d. advise that it is a Relevant Employer as part of its response and provide a current letter of compliance issued by WGEA prior to executing any resultant Contract with the Commonwealth.

16. Validity: Quotations should remain open for acceptance for a period of 30 days from the quotation closing time.

Note to drafters: The following Special Conditions are optional and should be included as relevant to your procurement.

1. SPECIAL CONDITION FOR Lodgement of quotations Through AusTender

Note to drafters: For open tenders valued at or above A\$80,000.00 (including GST), quotations must be lodged electronically via AusTender. The quotation closing time must be between 10 am – 4pm ACT local time and not fall on a national or local ACT public holiday. This is to ensure that the AusTender Help Desk function is available to tenderers during the quotation closing time.

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

AusTender is the Australian Government's procurement information system. Access to and use of AusTender is subject to terms and conditions. In participating in this RFQ (Approach to Market (ATM)), tenderers are to comply with those terms and conditions and any applicable instructions, processes, procedures and recommendations as advised on AusTender at:

<https://www.tenders.gov.au/?event=public.termsOfUse>.

All queries and requests for AusTender technical or operational support are to be directed to:

AusTender Help Desk

Telephone: 1300 651 698

International: +61 2 6215 1558

Email: tenders@finance.gov.au

The AusTender Helpdesk is available between 9am and 5pm Australian Capital Territory (ACT) local time, Monday to Friday (excluding ACT and national public holidays).

Quotations are to be lodged electronically via AusTender (<https://www.tenders.gov.au>) before the quotation closing time in accordance with the quotation lodgement procedures set out in this RFQ and on AusTender.

Quotation response files should not exceed a combined file size of 500 megabytes per upload.

SPECIAL CONDITION FOR INDIGENOUS PROCUREMENT POLICY

Note to drafters: If the procurement is NOT a Defence Exempt Procurement in accordance with paragraph 2.6 of the CPRs and any resultant Contract may be valued over \$7.5 million (GST inclusive) and where more than half of the value of the resultant Contract may be spent in one or more of the following industry sectors within Australia:

- 1. Building, construction and maintenance services;**
- 2. Transportation, storage and mail services;**
- 3. Education and training services;**
- 4. Industrial cleaning services;**
- 5. Farming and fishing and forestry and wildlife contracting services;**
- 6. Editorial and design and graphic and fine art services;**
- 7. Travel and food and lodging and entertainment services; or**
- 8. Politics and civic affairs service,**

then mandatory minimum requirements for Indigenous participation must be included in the RFT. Drafters should refer to the Indigenous Procurement Policy website at: <http://ibss/PublishedWebsite/LatestFinal/%7B836F0CF2-84F0-43C2-8A34-6D34BD246B0D%7D/Item/99ED33DF-8CE3-49F2-98CF-57B9136DD97E> (FAQs and Resources) for the model clause for mandatory minimum requirements that apply to High Value Contracts (as defined in the IPP).

