

**COMMONWEALTH OF AUSTRALIA**

**DEPARTMENT OF DEFENCE**

**REQUEST FOR QUOTATION / MINOR MAINTENANCE CONTRACT (INTERNATIONAL)**

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| ***[COMMONWEALTH GUIDANCE NOTES - PLEASE REMOVE THIS BOX PRIOR TO RFQ ISSUE]***  ***TEMPLATE LAST AMENDED: 6 JUNE 2023***  This template is to be used for contracts for minor maintenance works and services which are generally valued under $200,000 (inclusive of any GST) (above which additional policy / legislative requirements will apply, including in respect of the requirement to obtain an endorsement to proceed prior to release in accordance with the Defence Procurement Policy Manual - see <https://www1.defence.gov.au/business-industry/procurement/policies-guidelines-templates/defence-procurement-policy-manual>).  It is only to be used for Services to be provided outside of Australia.  Those matters in ***[SQUARE BRACKETS, BOLD, ITALICS AND HIGHLIGHTED IN GREY]*** are to be completed by the Commonwealth before the Request for Quotation is issued. |

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| **Guidance Notes:**  This document serves three purposes:   * it is a Request for Quotation; * it is a Quotation when completed by the contractor and lodged to the Commonwealth in accordance with the RFQ Conditions set out below; and * it is a contract when one copy (and subject to any changes it may require prior to acceptance) is signed by the Commonwealth and returned to the successful Contractor.   This document comprises:   * these Guidance Notes, the RFQ Conditions and Lodgement Checklist set out below, each of which will not form part of the contract (if any) between the Commonwealth and the Contractor; * the Contract Details. You should complete those matters in **[SQUARE BRACKETS, BOLD AND HIGHLIGHTED IN YELLOW]**; * the Contract Conditions; * the signature page and date, where you sign and have your Quotation witnessed and where (if accepted, and subject to any changes it may require prior to acceptance) the Commonwealth signs to accept the Quotation and inserts the date of execution, which will be the date of the contract; and * Attachment 1, which contains additional information to be completed and submitted as part of your Quotation.   You should read this document and all attachments thoroughly prior to submitting your Quotation. |

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| **RFQ Conditions:**  By submitting a signed Quotation, you agree to the RFQ Conditions as set out below.   1. **Lodgement Requirements**   Your Quotation must be:   * 1. completed in accordance with the Lodgement Checklist below;   2. received by no later than ***[INSERT TIME AND DATE, INCLUDING TIME ZONE]*** (**Closing Date and Time**); and   3. lodged with the Commonwealth as follows:      1. ***[INSERT LODGEMENT REQUIREMENTS E.G. VIA AUSTENDER / EMAIL]***      2. ***[INSERT FORMAT REQUIREMENTS E.G. ELECTRONIC PDF COPY]***  1. **Evaluation of** **Quotations**   The Commonwealth is not bound to accept the lowest or any Quotation. Quotations are evaluated on the general criterion of best value for money to the Commonwealth. Subject to the other RFQ Conditions, the Commonwealth will, in considering your Quotation and assessing value for money, apply the following evaluation criteria:   * 1. ***[INSERT THE EVALUATION CRITERIA FOR THE REQUEST FOR QUOTATION AS DEFINED IN THE APPROVED EVALUATION PLAN. THIS MUST INCLUDE THE RELEVANT EVALUATION CRITERIA WEIGHTINGS AND/OR ANY RELEVANT IMPORTANCE RANKING THAT IS PLACED ON EACH EVALUATION CRITERIA]***  1. **General Conditions Applicable to RFQ Process**    1. You must direct all questions or concerns related to this document, the RFQ process and the Minor Maintenance Contract (International) to the Commonwealth's representative via email to ***[INSERT EMAIL ADDRESS]***no later than the Closing Date and Time. At any time prior to the Closing Date and Time, the Commonwealth may (in its absolute discretion) amend the RFQ.    2. The Commonwealth may (in its absolute discretion) vary, suspend, discontinue or terminate the RFQ process at any time and for any reason. There are no procedural or substantive limitations upon the manner in which the Commonwealth may conduct the RFQ process.    3. After the Closing Date and Time, the Commonwealth may (in its absolute discretion):       1. decide not to evaluate (or continue to evaluate) a Quotation if you have not complied with these RFQ Conditions, or if the Commonwealth considers that the Quotation is incomplete, clearly not competitive against the evaluation criteria under paragraph 2 above or is otherwise unlikely to represent value for money;       2. require you to provide further information, documents, evidence or clarification in relation to any aspect of the Quotation; and       3. undertake negotiations with one or more contractors who have submitted a Quotation, in accordance with such negotiation protocols as the Commonwealth may require, including the resubmission of an amended Quotation to reflect the outcome of any such negotiations.    4. A Quotation will not be deemed to be accepted unless and until both the successful Contractor and the Commonwealth have signed a Quotation. No other document or representation will be deemed to be acceptance of a Quotation or create any contractual or other legal relationship which is binding on the Commonwealth or otherwise oblige the Commonwealth to enter into a contract with a contractor. |

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| **Lodgement Checklist:**  🞏 Have you completed all matters in **[SQUARE BRACKETS, BOLD AND HIGHLIGHTED IN YELLOW]**?  🞏 Have you completed Attachment 1?  🞏 Have you signed the Quotation? |

**CONTRACT DETAILS**

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| **Commonwealth Details** | Name | | Commonwealth of Australia represented by the Australian Department of Defence |
| Address | | ***[INSERT]*** |
| Phone | | ***[INSERT]*** |
| Email | | ***[INSERT]*** |
| Name of representative / contact person | | ***[INSERT]*** |
| **Contractor Details** | Name | | **[INSERT]** |
| ABN / ACN (if applicable) | | **[INSERT]** |
| Address | | **[INSERT]** |
| Phone | | **[INSERT]** |
| Email | | **[INSERT]** |
| Name of representative / contact person | | **[INSERT]** |
| Builders Registration Licence No (if applicable) | | **[INSERT]** |
| **Contract** | The Contract in respect of the Services is formed by:   1. the Contract Conditions; 2. these Contract Details; 3. ***[INSERT ANY OTHER DOCUMENTS TO FORM PART OF THE CONTRACT, FOR EXAMPLE ANY SCOPE DOCUMENTS]*** | | |
| **Services** | The services described below and everything else the Contractor is required to do or provide under the Contract:  ***[INSERT DESCRIPTION OF SERVICES AND, IF NECESSARY, REFER TO AN ATTACHMENT]*** | | |
| **Site**  (Clauses 2 and 3) | ***[INSERT SITE]***  ***[INSERT ANY SITE ACCESS REQUIREMENTS]*** | | |
| **Timing for Services**  (Clause 3(a)) | The Services commence on and from the date the Contract is signed by both parties and end on ***[INSERT DATE OR INSERT "completion of the Services in accordance with Contract" IF NO END DATE IS TO BE SPECIFIED]*** unless terminated earlier in accordance with the Contract  ***[INSERT ADDITIONAL DETAIL, IF REQUIRED, REGARDING TIMING FOR THE SERVICES, DEPENDING ON THE NATURE AND FREQUENCY OF THE SERVICES AND WHETHER THESE ARE REOCCURRING]*** | | |
| **Statutory Requirements**  (Clause 6) | Any law applicable to the Site or the Services, and any approval or requirement of a national, state or local authority, body or organisation having jurisdiction in connection with the Contract, the Site or the Services. | | |
| **Fee**  (Clause 11) | ***[AMEND BELOW CRITERIA FOR CONTRACTORS TO COMPLETE, DEPENDING ON THE NATURE OF THE SERVICES E.G. WHETHER THIS WILL BE A ONE OFF, LUMP SUM FEE OR AN ONGOING FEE FOR SERVICES.]*** | | |
| **Description** | **Amount (and currency)** | |
| **[CONTRACTOR TO INSERT]** | **[CONTRACTOR TO INSERT]** | |
| **[CONTRACTOR TO INSERT]** | **[CONTRACTOR TO INSERT]** | |
| **Times for submission of payment claims by the Contractor**  (Clause 11) | ***[COMMONWEALTH TO INSERT E.G. MONTHLY ON THE LAST DAY OF THE MONTH / ON COMPLETION OF THE SERVICES]*** | | |
| **Contractor Insurance Requirements**  (Clause 13)  ***[COMMONWEALTH TO CONSIDER AND INCLUDE INSURANCES AS RELEVANT TO THE SERVICES]*** | Public liability insurance: A policy of liability insurance covering the:   1. Contractor and all subcontractors for their respective liabilities; and 2. Commonwealth for all legal liabilities arising out of or in connection with any act, error, omission, negligence or breach of contract by the Contractor (or any subcontractor),   to third parties and to each other, for loss of, loss of use of or damage to property and death of or injury to any person, arising out of or in connection with the Services. This policy is not required to cover liabilities or losses under Workers Compensation Insurance or Employers' Liability Insurance (as defined below) | | **❑ YES ❑ NO**  **$[CONTRACTOR TO INSERT]** ***[each and every public liability occurrence.]*** |
|  | Workers Compensation Insurance: A policy of insurance prescribed by statute in each jurisdiction in which the Services are performed or the Contractor's employees perform work, are employed or normally reside to insure against or make provision for the liability of the Contractor to its employees for death or injuries arising out of or in connection with their employment | | **❑ YES ❑ NO**  Amount of cover: the minimum amounts prescribed by statute in each jurisdiction in which the Services are performed or the Contractor's employees perform work, are employed or normally reside. |
|  | Employers' Liability Insurance (whether as an extension to Workers Compensation Insurance or otherwise): A policy of insurance covering the liability of the Contractor and all subcontractors to its employees at common law for death or injuries arising out of or in connection with their employment | | **❑ YES ❑ NO**  Amount of cover: the amount that a prudent, competent and experienced contractor carrying out the Services would purchase which must not be less than $**[CONTRACTOR TO INSERT]**. |

CONTRACT CONDITIONS

1. **Entire Contract:** An entire contract exists between the Commonwealth and the Contractor comprising these Contract Conditions and any other documents set out in the Contract Details. Unless the context otherwise indicates, a defined term used in these Contract Conditions has the meaning given by the corresponding item set out in the Contract Details.
2. **Site Access:**
   * 1. Subject to any other provision of the Contract affecting access, the Commonwealth must use reasonable endeavours to give the Contractor sufficient access to the Site to allow it to perform the Services.
     2. The Contractor must, and must ensure all personnel engaged in Services, comply with the requirements for Site access applicable to the Site set out in the Contract or notified in writing by the Commonwealth.
     3. The Commonwealth may (in its absolute discretion) direct the Contractor to remove any employee from the Site. The Contractor must immediately comply with such direction and ensure that person is not again involved in connection with the Services.
3. **Services:** The Contractor must perform the Services:
   * 1. at the Site and in accordance with the timing details specified in the Contract Details;
     2. using appropriately qualified, skilled and experienced personnel;
     3. in a timely manner and to a high standard consistent with best industry practice;
     4. in accordance with any direction of the Commonwealth and the other requirements of the Contract; and
     5. to the extent not inconsistent with the Contract,in accordance with its methodology as set out in Attachment 1.
4. **Subcontracting:** The Contractor must not subcontract any part of the Services, except to the subcontractors (if any) listed in Attachment 1 or otherwise with the Commonwealth's prior written approval. If approval to subcontract is given, the Contractor remains fully responsible for the Services notwithstanding that it has subcontracted the performance of any part of the Services. The Contractor must ensure all subcontracts include provisions equivalent to the obligations of the Contractor in clause 7.
5. **Project Documents:** The Contractor must maintain copies of all material produced or provided by the Contractor under the Contract until 12 months after the completion of all Services, and promptly provide the Commonwealth with any copies on request.
6. **Statutory Requirements:** The Contractor must perform the Services and carry out its obligations under this Contract in accordance with all Statutory Requirements.
7. **Work Health and Safety:**

The Contractor must:

* + 1. ensure that in carrying out the Services, it so far as reasonably practicable:
       1. complies with all laws, policies, manufacturer's instructions and other requirements, including those:
          1. specified in the Contract
          2. the Commonwealth directs the Contractor comply with; and
          3. applicable in the country and at the location where the Works are being carried out,

in respect of work health and safety; and

* + - 1. consults, cooperates and coordinates activities with all other persons who have a work health and safety duty in relation to the same matter; and
    1. notify the Commonwealth in respect of:
       1. notifiable incidents within the meaning of the WHS Legislation, immediately upon becoming aware of the notifiable incident; and
       2. other work health and safety matters arising out of or in connection with the Services, including the occurrence of any other incident or accident (not required to be reported in accordance with subparagraph (i)) in a written report as and when requested by the Commonwealth.

In this clause 7, **WHS Legislation** means the *Work Health and Safety Act* *2011* (Cth) and *Work Health and Safety Regulations* *2011* (Cth).

1. **Variation:** The Commonwealth may, by written notice to the Contractor, direct the Contractor to carry out a Variation (being any change to the Services including any addition, increase, decrease, omission, deletion or removal to or from the Services). If such a direction is given, the Commonwealth will adjust the Fee by a reasonable amount agreed between the parties (or failing agreement, by the Commonwealth acting reasonably).
2. **Replacement Services:** If the Contractor fails to provide the Services in accordance with the Contract, the Contractor shall, at its cost, re-perform the non-complying Services, provide replacement Services or otherwise take any action to rectify any aspect of the Services which do not comply with the Contract, as directed by the Commonwealth.
3. **Suspension:** The Commonwealth may at any time direct the Contractor to suspend (or recommence) the performance of the Services. Where the suspension arises as a result of a cause other than the Contractor's failure to carry out its obligations in accordance with the Contract, then the Contractor will be entitled to have the Fee increased by the extra costs reasonably incurred by the Contractor as a direct result of the suspension.
4. **Payment:**
   * 1. The Contractor must give the Commonwealth written claims for payment (to the person and address specified in with the Contract Details) on account of the Fee (as adjusted under the Contract) at the times set out in the Contract Details in the form of an invoice. Such invoice must include sufficient details and supporting documentation (including any information the Commonwealth may request be included from time to time) to enable the Commonwealth to determine the amounts payable.
     2. Within 20 business days of receiving the Contractor's invoice, the Commonwealth will pay the amounts to the Contractor that the Commonwealth determines are payable in accordance with the Contract.
5. **Indemnity:** The Contractor indemnifies the Commonwealth against any loss or damage to the property of the Commonwealth and against any liability, loss, claim or proceedings for personal injury or death or loss of or damage to property arising out of any act or omission of the Contractor, provided that such indemnity will be reduced to the extent that an act or omission of the Commonwealth (or persons for whom the Commonwealth is responsible) contributed to the loss or damage.
6. **Insurance:** Before commencing the Services the Contractor must have in place, and thereafter maintain, those insurances required under the Contract Details, with insurers and on terms (including as to the amount insured) satisfactory to the Commonwealth.
7. **General Liability for Taxes:** As between the Commonwealth and the Contractor, the Contractor bears the risk of, and must pay, all taxes, levies, imposts, duties, rates, withholdings, charges or fees levied or imposed under any Statutory Requirement in connection with the Services and the Contract.
8. **Industrial Relations:** The Contractor assumes sole responsibility for and must manage all industrial relations and employment matters (including management of its employees) in connection with the performance of the Services and the Contract.
9. **Personal Information:** 
   * 1. The Contractor agrees that it must comply with all Statutory Requirements in respect of Personal Information and to the extent that it obtains Personal Information in the course of performing the Services, it will only use or disclose that Personal Information for the purposes of the Contract.
     2. In this clause 16, **Personal Information** means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably by ascertained, from the information or opinion.
10. **Confidential and Classified Information:** The Contractor must:
    * 1. not, and must ensure that any subcontractors engaged by the Contractor do not, unless otherwise required by law, disclose any information to any third party without the prior written consent of the Commonwealth where the Commonwealth has identified such information as being confidential or the Contractor ought reasonably to know that such information is confidential; and
      2. comply with any additional procedures or requirements specified by the Commonwealth in respect of particular categories of information which the Commonwealth identifies as being subject to a national security or other classification.
11. **Fraud Control, Anti-Bribery and Corruption:** The Contractor must:
    * 1. immediately report to the Commonwealth any known or suspected fraud, bribery or corruption (including such details as the Commonwealth may require); and
      2. proactively take all necessary measures to prevent, detect, investigate and remedy any fraud, bribery and corruption in connection with the Contract or the performance of the Services (including all measures directed by the Commonwealth).
12. **Modern Slavery:** The Contractor must comply, and must use all reasonable endeavours to ensure that its officers, employees, subcontractors and agents at all times comply with all Statutory Requirements related to modern slavery and must not engage in any conduct that would constitute modern slavery.
13. **Disputes:** If a dispute arises at any time, the party raising the dispute is to notify the other party in writing of the nature of the dispute.Within 21 days the Contractor and the Commonwealth must meet and use their best endeavours to resolve the dispute.
14. **Termination for Convenience:** The Commonwealth may at any time, for its sole convenience and for any reason, terminate the Contract by notifying the Contractor in writing with effect from the date specified in the notice. If the Commonwealth issues such a notice:
    * 1. the Contractor will be entitled to payment for Services carried out or completed in accordance with the Contract before the date of the termination and the cost of goods or materials reasonably ordered by the Contractor which the Contractor is legally bound to pay (provided that title in the goods and materials will vest in the Commonwealth upon payment); and
      2. the amount payable under paragraph (a) will be a limitation on the Commonwealth's liability to the Contractor arising out of the termination of the Contract under this clause 21.
15. **Miscellaneous:**
    * 1. The Contract is subject to and is to be construed in accordance with the laws of the State of New South Wales, Australia, and the parties submit to the exclusive jurisdiction of the courts of the State of New South Wales, Australia and courts with jurisdiction to hear appeals from those courts.
      2. Where a party comprises two or more persons, each person will be jointly and severally bound by the party's obligations under the Contract.
      3. In the Contract, unless the context otherwise indicates:
         1. references to a person include an individual, firm, corporation or unincorporated body, and references to any party to the Contract include its successors or permitted assigns;
         2. references to any legislation includes any amendment, substitution or re-enactment of that legislation, or any section or provision of it; and
         3. references to the words "including" and "includes", and any variants of those words, will be read as if followed by the words "without limitation".
16. **Notices:** Noticesgiven under or arising in connection with this Contract must be in writing and delivered to the relevant email address specified in the Contract Details or last notified in writing to the party giving the notice.

**SIGNATURE PAGE AND DATE**

In signing this document, the Contractor submits its Quotation for the carrying out of the Services in accordance with the RFQ Conditions and acknowledges, subject to any changes the Commonwealth may require prior to acceptance, such Quotation may be accepted by the Commonwealth executing where indicated below and returning a copy to the Contractor:

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| **Signed** for and on behalf of the **Contractor** by its authorised signatory in the presence of: |  |  |  |
|  |  |  |  |
| Signature of Witness |  |  | Signature of Authorised Signatory |
|  |  |  |  |
| Name of Witness in full |  |  | Name of Authorised Signatory in full |

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| --- | --- | --- | --- |
| **Signed** for and on behalf of the**Commonwealth** in the presence of: |  |  |  |
|  |  |  |  |
| Signature of Witness |  |  | Signature of Authorised Officer |
|  |  |  |  |
| Name of Witness in full |  |  | Name of Authorised Officer in full |

**DATE OF EXECUTION BY COMMONWEALTH**:

ATTACHMENT 1 - CONTRACTOR'S RESOURCES AND METHODOLOGY

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| **Item** | **Response** |
| **Proposed Key People and Subcontractors:**  You are requested to provide details of the key people and subcontractors that will undertake the Services. | **Key People:**  **[INSERT EACH PERSON'S NAME, POSITION, RELEVANT QUALIFICATIONS AND PROPOSED ROLE IN THE SERVICES]**  **Subcontractors:**  **[INSERT EACH SUBCONTRACTOR'S COMPANY NAME, LICENCE/REGISTRATION DETAILS (IF APPLICABLE) AND PROPOSED ROLE IN THE SERVICES]** |
| **Methodology:** You are requested to provide a brief narrative setting out your understanding of the nature and scope of, and methodology for undertaking, the Services. | **[INSERT]** |