

**COMMONWEALTH OF AUSTRALIA**

**DEPARTMENT OF DEFENCE**

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

**PROJECT NAME AND NUMBER: *[INSERT]***

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| ***[COMMONWEALTH GUIDANCE NOTES - PLEASE REMOVE THIS BOX PRIOR TO RFQ ISSUE]******TEMPLATE LAST AMENDED: 6 JUNE 2023***This template is not to be used for contracts which are valued at in excess of $4 million (inclusive of any GST) (above which additional policy / legislative requirements may apply).It is only to be used for Works located outside Australia. The Minor Works Contract (Australia) should be used for Works located inside 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 (**RFQ**);
* 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 successful 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;
* Attachment 1, which contains additional information to be completed and submitted as part of your Quotation;
* Attachment 2, where your proposed pricing is to be completed and submitted as part of your Quotation; and
* Attachment 3, which contains the Works Description.

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 Works Contract (International) to the Commonwealth's representative via email to ***[INSERT EMAIL ADDRESS]***no later than the Closing Date and Time. The Commonwealth is not obliged to respond to such questions or concerns. The Commonwealth may (in its absolute discretion) provide information or answer questions from contractors in the form of an "information document" or an addendum issued in accordance with paragraph c.
	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. At any time prior to the Closing Date and Time, the Commonwealth may (in its absolute discretion):
		1. amend the RFQ in the form of addenda. No explanation or interpretation of the RFQ may be relied upon unless issued as an addendum; and
		2. provide you with a document expressly stated to be an "information document". Information documents will not form part of the Contract (if any) and you will not be entitled to and shall not rely upon any information documents or the accuracy or adequacy of the information documents for the purposes of preparing your Quotation or entering into any contract with the Commonwealth.
	4. 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 preferred 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. Such negotiations are not to be taken as a representation that the contract will be awarded to that contractor and does not bind the Commonwealth to do so.
	5. 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 issued or made available and no other representation made or conduct engaged in, by or on behalf of the Commonwealth will be deemed to be acceptance of a Quotation or to 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 completed Attachment 2?🞏 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 Works is formed by: 1. the Contract Conditions;
2. these Contract Details;
3. Attachment 2 - Contract Price;
4. Attachment 3 - Works Description; and
5. ***[INSERT ANY OTHER DOCUMENTS TO FORM PART OF THE CONTRACT, INCLUDING ANY SPECIAL CONDITIONS]***
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| **Works and Stages** | The works described below and everything else the Contractor is required to do or provide under the Contract:***[INSERT DESCRIPTION OF WORKS AND, IF APPLICABLE INCLUDE THE STAGES OF THE WORKS BELOW]*** The Works comprise the following Stages:***[INSERT, IF ANY]***Where there are Stages, a reference in the Contract Conditions to "the Works" is to, as the context requires, one or more Stages. |
| **Site** (Clause 2) | ***[INSERT SITE AND NAME OF COUNTRY WHERE THE WORKS ARE LOCATED]*** |
| **Date for Commencement**(Clause 2) | ***[INSERT]*** |
| **Conditions Precedent to Site Access**(Clause 2) | The Contractor: 1. has provided satisfactory evidence to the Commonwealth that it has effected the insurances required under clause 22; and
2. ***[COMMONWEALTH TO INSERT ANY OTHER REQUIREMENTS THAT MUST BE MET BY THE CONTRACTOR PRIOR TO SITE ACCESS BEING GRANTED]***
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| **Completion**(Clauses 4(d)(ii), 15 and 16) | The Works or a Stage have reached Completion when:1. the Works are, or the Stage is, capable of use for their intended purpose;
2. the Works are, or the Stage is, finished except for minor defects which do not affect, and can be rectified without affecting, the use of the Works or the Stage; and
3. any other requirements specified in the Works Description as being a condition precedent to Completion have been met.

***[NOTE TO COMMONWEALTH: ENSURE ANY ADDITIONAL CONDITIONS PRECEDENT TO COMPLETION ARE INCLUDED IN THE WORKS DESCRIPTION OR LISTED ABOVE E.G. SPECIFIC AS-BUILT DRAWINGS, OPERATIONS AND MAINTENANCE MANUALS AND MINIMUM WARRANTIES]*** |
| **Defects Liability Period** (Clauses 9 and 15) | ***[INSERT NUMBER OF WEEKS/MONTHS]*** following Completion of ***[COMMONWEALTH TO SELECT:*** the Works / each Stage***]*** |
| **Statutory Requirements**(Clause 11) | Any law, code of practice, standard or equivalent applicable to the Site or the Works, 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 Works. |
| **Contract Price** (Clauses 13 and 19)  | As set out in Attachment 2 |
| **Target Date for Completion**(Clause 16) | Where there are no Stages, for the Works is: ***[INSERT]******[OR]***Where there are Stages, for each Stage is:(a) ***[INSERT EACH STAGE AND DATE]*** |
| **Times for submission of payment claims by the Contractor**(Clause 19) | ***[COMMONWEALTH TO INSERT E.G. MONTHLY ON THE LAST DAY OF THE MONTH / ON COMPLETION OF EACH STAGE]*** |
| **Retention Monies**(Clause 20) | Clause 20 ***[DOES / DOES NOT]*** apply.***[NOTE: COMMONWEALTH TO SELECT WHETHER THIS CLAUSE IS TO APPLY, IN ORDER TO RETAIN MONIES AS SECURITY FOR PERFORMANCE]***(unless otherwise stated the following retention percentages apply: the Commonwealth may deduct 10% from each payment until 5% of the Contract Price is retained as retention monies) |
| **Commonwealth Risks**(Clause 21) | Any one of:1. war, invasion, terrorism, act of foreign enemies hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped powers, martial law or confiscation by order of any government or public authority;
2. ionising radiations or contaminations by radioactivity from any nuclear fuel or waste;
3. a natural catastrophe comprising an earthquake, hurricane, cyclone, typhoon, tsunami, volcanic activity, flood or fire; or
4. loss or damage to the Works caused by faulty design carried out by persons other than the Contractor (or persons for whom the Contractor is responsible).
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| **Contractor Insurance Requirements**(Clause 22) | 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 Works.This policy is not required to cover liabilities or losses under Construction Risks Insurance, Workers Compensation Insurance, Employers' Liability Insurance or Professional Indemnity Insurance (as defined below). | **❑ YES ❑ NO*****[IF THE COMMONWEALTH WISHES TO SPECIFY THE AMOUNT OF INSURANCE THE CONTRACTOR IS REQUIRED TO HOLD, INSERT:*** ***$[COMMONWEALTH TO INSERT AMOUNT] each and every public liability occurrence.]******[IF THE COMMONWEALTH REQUIRES THE CONTRACTOR TO SPECIFY THE AMOUNT OF INSURANCE HELD BY THE CONTRACTOR, INSERT:*** **$[CONTRACTOR TO INSERT]** ***each and every public liability occurrence.]*** |
| Construction Risks Insurance: A policy of insurance covering the respective rights, interests and liabilities of the Commonwealth, the Contractor and all subcontractors arising out of or in connection with the works in progress and insuring at minimum all the things referred to in clause 21 for which the Contractor bears the risk of loss or damage.  | **❑ YES ❑ NO*****[Amount of Cover:* $[CONTRACTOR TO INSERT] *(the Contract Price if no amount is specified)]*** |
| Workers Compensation Insurance: A policy of insurance prescribed by statute in each jurisdiction in which the Works 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. | Amount of cover: the minimum amounts prescribed by statute in each jurisdiction in which the Works 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 to its employees at common law for death or injuries arising out of or in connection with their employment.  | Amount of cover: the amount that a prudent, competent and experienced contractor undertaking the Works would purchase which must not be less than $**[CONTRACTOR TO INSERT]**. |
| ***[NOTE TO COMMONWEALTH: INCLUDE THE FOLLOWING IF THE CONTRACTOR WILL DESIGN ANY PART OF THE WORKS:***Professional Indemnity Insurance: A policy of insurance to cover claims made against the insured for civil liability for breach of professional duty (whether owed in contract or otherwise) and unintentional breaches of third party intellectual property by the Contractor or its subcontractors in carrying out the Contractor's activities under the Contract.***]*** | ***[*❑ YES ❑ NO*****Amount of Cover:* $[CONTRACTOR TO INSERT] per claim and $[CONTRACTOR TO INSERT] in the aggregate*]*** |
| ***[NOTE TO COMMONWEALTH: INSERT OTHER INSURANCE POLICIES AS APPLICABLE]*** | ***[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. The Commonwealth must give the Contractor sufficient access to the Site to allow it to commence work on the Site on the later of:
			1. the Date for Commencement; and
			2. satisfaction by the Contractor of the Conditions Precedent to Site Access,
	1. and thereafter, subject to any other provision of the Contract affecting access, the Commonwealth must continue to allow the Contractor sufficient access to the Site to enable it to carry out the Works.
		1. The Contractor only has access to the Site to the extent necessary to execute and complete the Works (and subject to the directions of the Commonwealth) and must carefully co-ordinate its activities with those of the Commonwealth and others engaged at or in the vicinity of the Site by the Commonwealth. The Contractor must give the Commonwealth reasonable access to the Site for the purposes of supervision, testing and examination of the Works.
		2. The Contractor must, and must ensure all personnel engaged in connection with the Works (including subcontractor personnel) comply with the requirements for Site access applicable to the Site (including any changes to Site access requirements) 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 or subcontractor from the Site. The Contractor must immediately comply with such direction and ensure that person is not again involved in connection with the Works.
3. **Commencement:** The Contractor must commence the execution of the Works on the Site promptly upon being given access under clause 2.
4. **Design:**
	* 1. If the Works Description requires the Contractor to undertake design as part of the Works, the Contractor must develop the design (comprising drawings, specifications, calculations and any engineering certificates required) and submit the design to the Commonwealth for permission to use.
		2. The Commonwealth will give permission to use the design within 14 days of receipt if it is in accordance with the Contract, and the Contractor is to construct the Works in accordance with that permitted design. The Contractor must resubmit the design until given permission by the Commonwealth to use it and cannot commence any construction to which the design relates until permission to use it is given. Any review of, or permission to use, the design by the Commonwealth does not relieve the Contractor of responsibility to design in accordance with the Contract and the Contractor acknowledges that the Commonwealth is relying on the Contractor's skill and judgement in undertaking design.
		3. If any changes to the Contractor's design are required after the Commonwealth has given its permission to use such design, the Contractor must resubmit the design to the Commonwealth and paragraph (b) will reapply.
		4. The Contractor warrants that:
			1. the design it prepares will comply with the Contract and be fit for the purposes set out in, or reasonably inferred from, the Works Description; and
			2. upon Completion, the Works or the Stage will, to the extent that they have been designed by the Contractor, be fit for the purposes set out in, or reasonably inferred from, the Works Description.
5. **Construction:** The Contractor must:
	* 1. construct the Works in accordance with:
			1. the Works Description;
			2. if the Contract requires the Contractor to design any part of the Works, the design prepared by the Contractor which the Commonwealth has given permission to use under clause 4(b);
			3. any direction of the Commonwealth; and
			4. the other requirements of the Contract; and
		2. use workmanship and materials which are fit for purpose and of the standard prescribed by the Contract (or, if not prescribed, of a high standard consistent with best industry practice).
6. **Subcontracting:** The Contractor cannot subcontract any part of the Works without the Commonwealth's prior written approval. If approval to subcontract is given, the Contractor remains fully responsible for the Works notwithstanding that it has subcontracted the performance of any part of the Works. For the purposes of this clause 6, the subcontractors (if any) listed in Attachment 1 are taken to be approved by the Commonwealth.
7. **Contractor's Methodology:** Without limiting its other Contract obligations, and to the extent not inconsistent with the Contract,the Contractor must comply with its methodology, as set out in Attachment 1.
8. **Meetings and Reports:** The Contractor must provide such reports, and attend and participate in such meetings, as specified in the Contract and otherwise as reasonably required by the Commonwealth.
9. **Project Documents:** The Contractor must maintain copies of all material produced or provided by the Contractor under the Contract until the end of the last Defects Liability Period, and promptly provide the Commonwealth with any copies on request.
10. **Ambiguities:** If a party finds any discrepancy, error or ambiguity in or between the documents comprising the Contract, it must promptly give the other party notice in writing, and the Commonwealth will instruct the Contractor as to the course it must adopt.
11. **Statutory Requirements:** The Contractor must carry out the Works and its obligations under this Contract in accordance with all Statutory Requirements.
12. **Work Health and Safety Management:**
13. The Contractor must:
	* 1. in delivering the Works and the Contractor's activities, comply with its work health and safety methodology as set out at Attachment 1 (including during the Defects Liability Period), and regularly review and update the methodology as necessary, whilst delivering the Works;
		2. ensure, so far is reasonably practicable, the health and safety of workers and any other persons impacted, influenced or directed by the Contractor in delivering the Works;
		3. ensure that in carrying out the Works, 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;

* + - 1. consults, cooperates and coordinates activities with the Commonwealth, its subcontractors, other contractors engaged by the Contractor and any other persons who have a responsibility or duty to ensure the health and safety of workers or other persons;
			2. notifies the relevant regulator immediately upon becoming aware that a notifiable incident (within the meaning of the WHS Legislation) has occurred arising from the carrying out of the Works and the Contractor's activities; and
			3. without limiting the foregoing:
				1. adopts a proactive commitment to the resourcing, quality and delivery of on Site first aid and emergency life support for all persons engaged in, or affected by, the carrying out of the Works, including in respect of the training and accreditation of on Site personnel and the provision of appropriate and adequate first aid equipment and facilities; and
				2. ensures that there are present on Site at all times during the carrying out of the Works on Site adequately trained and accredited personnel so as to ensure compliance with its obligations under this clause 12; and
		1. notify the Commonwealth:
			1. in respect of notifiable incidents within the meaning of the WHS Legislation, immediately upon becoming aware of the notifiable incident; and
			2. in respect of all other work health and safety matters arising out of or in connection with the Works, including the occurrence of any other incident or accident (not required to be reported in accordance with subparagraph (i)) in its monthly report under paragraph (f);
		2. upon request, promptly provide to the Commonwealth all information and documentation regarding work health and safety applicable to the Contract, the Works and the delivery of the Contractor's activities;
		3. provide a monthly written report regarding its and its subcontractors ongoing compliance with the work health and safety obligations under this Contract and any applicable Statutory Requirements in a format specified by the Commonwealth and provide the written assurances to the Commonwealth;
		4. not use asbestos (or materials containing asbestos) in carrying out the Works and not install or incorporate asbestos (or materials containing asbestos) into the Works; and
		5. ensure all subcontractors comply at all times with the Contractor's work health and safety methodology as set out in Attachment 1.
1. In this clause 12, **WHS Legislation** means the *Work Health and Safety Act* *2011* (Cth) and *Work Health and Safety Regulations* *2011* (Cth).
2. **Variations:**
	* 1. The Commonwealth may, by written notice to the Contractor, direct the Contractor to carry out a Variation. If such a direction is given, the Commonwealth will adjust the Contract Price by an amount agreed between the parties (or failing agreement, determined by the Commonwealth acting reasonably).
		2. In this clause 13, a **Variation** means any change to the Works including any addition, increase, decrease, omission, deletion, demolition or removal to or from the Works.
3. **Testing:** The Contractor must allow the Commonwealth to test, and must carry out at its cost any test required by the Commonwealth in respect of, any aspect of the Works.
4. **Defective Works:** If, before Completion, or within the relevant Defects Liability Period after Completion of the Works or a Stage, the Commonwealth discovers any aspect of the Works or the Stage which is not in conformance with the Contract or is otherwise defective, the Commonwealth may direct the Contractor to rectify that defect and specify the time in which that must occur (in which case the Contractor must carry out such rectification at its cost) or that the Commonwealth will accept the defect (in which case the amount determined by the Commonwealth as representing the cost of correcting the defect will be a debt due and payable on demand by the Contractor to the Commonwealth).
5. **Time and Completion:** The Contractor must regularly and diligently progress the Works and use its best endeavours to achieve Completion of the Works or each Stage by the relevant Target Date for Completion.
6. **Delay:** If the Contractor has been delayed in completing the Works or a Stage by the relevant Target Date for Completion by a breach of contract by the Commonwealth, the Contractor will be entitled to be paid the extra costs reasonably incurred by the Contractor as a direct result of such delay (including any overheads, but excluding profit or loss of profit) as determined by the Commonwealth, provided that the Contractor:
	* 1. did not cause or contribute to the delay;
		2. promptly provides the Commonwealth with written notice and details of the delay; and
		3. has taken all proper and reasonable steps necessary and within its control to minimise the consequences of the delay and has otherwise complied with its obligations under the Contract.
7. **Suspension:** The Commonwealth may at any time direct the Contractor to suspend (or recommence) the execution of the Works or a Stage. 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 claim delay costs under clause 17.
8. **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 Contract Price (as adjusted, if at all, under the Contract) at the times set out in the Contract Details. Such payment claims must be in the form required by the Commonwealth and include:
			1. 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 (and currency in which it is payable, with reference to Attachment 2); and
			2. a statement and supporting evidence which shows that, except to the extent disclosed (such disclosure to specify all relevant amounts, workers and subcontractors), as at the date of the payment claim, all workers employed, and all subcontractors engaged, by the Contractor in connection with the Contract or the Works have been paid all moneys due and payable to them.
		2. Within 10 business days of receiving the Contractor's payment claim, the Commonwealth must issue a payment statement stating the amounts (if any) payable to the Contractor, including any deduction on account of amounts retained in accordance with clause 20.
		3. Within 3 business days of receiving the payment statement, the Contractor must give the Commonwealth a tax invoice for the amounts payable to the Contractor in the payment statement. The Commonwealth will pay the amount specified in the payment statement to the Contractor within 10 business days of the issue of a payment statement.
9. **Retention Monies:** Ifthe Contract Details state this clause 20 applies, the Commonwealth may deduct the percentage stated in the Contract Details from every payment to the Contractor until it has accrued the total percentage of the Contract Price specified as retention monies. At the end of the last Defects Liability Period, the Commonwealth will pay the Contractor any retention monies then held (less any amounts the Contractor is liable to pay the Commonwealth).
10. **Risk:** Except to the extent that it arises from a Commonwealth Risk,the Contractor:
	* 1. bears the risk of any loss of or damage to the Works or a Stage until Completion of the Works or the Stage;
		2. after Completion of the Works or a Stage, bears the risk of any loss or damage to the Works or the Stage arising from any act or omission of the Contractor prior to the end of the relevant Defects Liability Period; and
		3. indemnifies the Commonwealth against any loss or damage to the property of the Commonwealth (including the Works and existing property in, about or adjacent to the Works) 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.
11. **Insurance:** Before commencing the execution of the Works, the Contractor must have in place, and thereafter maintain, the insurances required under the Contract Details, with insurers and on terms (including as to the amount insured) satisfactory to the Commonwealth.
12. **General Liability for Taxes:**
	* 1. As between the Commonwealth and the Contractor, the Contractor bears the risk of, and must pay, all Taxes incurred or imposed in connection with the Works and the Contract.
		2. The Contractor must indemnify the Commonwealth against any loss, damage or liability arising out of or in connection with Taxes which Contractor is required to pay under this clause 23.
		3. In this clause 23, **Tax** or **Taxes** means any present or future tax, levy, impost, duty, rate, charge, fee, deduction or withholding of any nature, imposed or levied by any authority, together with any interest, penalty, charge, fee or other amount imposed or made on, or in respect of, any of the foregoing.
13. **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 Contract and the carrying out of the Works.
14. **Personal Information:**
	* 1. The Contractor agrees that if it obtains Personal Information in the course of performing the Works, it will only use or disclose that Personal Information for the purposes of the Contract.
		2. The Contractor shall promptly notify the Commonwealth in writing if it:
			1. becomes aware of a breach or possible breach of any of the obligations in this clause 25; or
			2. becomes aware that a disclosure of Personal Information may be required by law.
		3. The Contractor must ensure that its officers, employees, agents and subcontractors comply with this clause 25.
		4. In this clause 25, **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.
15. **Confidential Information:**
	* 1. The Contractor must not, and must ensure that any subcontractors or subconsultants engaged by the Contractor do not, disclose any Commonwealth Confidential Information to any third party without the prior written consent of the Commonwealth. The Contractor will not be in breach of this clause in circumstances where it or its subcontractors or subconsultants are required by law to disclose any Commonwealth Confidential Information.
		2. In this clause 26, **Commonwealth Confidential Information** means any information provided by the Commonwealth to the Contractor or which comes into the possession of the Contractor in connection with the Works which the Commonwealth has identified as confidential or the Contractor ought reasonably to know is confidential.
16. **Classified Information:**
	* 1. This clause 27 applies where the Contractor is provided with Classified Information in connection with the Contract.
		2. The Contractor must not disclose any Classified Information unless the disclosure:
			1. is strictly in accordance with the requirements of the Commonwealth; and
			2. has first been approved in writing by the Commonwealth.
		3. In giving any approval to the Contractor under paragraph (b), the Commonwealth may impose such conditions as the Commonwealth thinks fit, including conditions requiring any recipient of Classified Information to obtain and maintain a specified minimum level of security clearance (or equivalent) and to enter into a deed in a form acceptable to the Commonwealth.
		4. The Contractor must comply with all security policies and procedures notified by the Commonwealth from time to time, including to handle and store any Classified Information in its possession or control strictly in accordance with such policies and procedures.
		5. In this clause 27, **Classified Information** includes any document or other information (whether in written, oral or electronic form) issued or communicated to the Contractor by or on behalf of the Commonwealth:
			1. marked with a national security classification or identified at the time of issue or communication as "Classified Information" or an equivalent (including restricted, protected or secret information); and
			2. that the Contractor knows or ought to know is subject to, or ought to be treated as classified information.
17. **Fraud Control, Anti-Bribery and Corruption:**
	* 1. Without limiting the Contractor's other obligations, the Contractor must:
			1. proactively take all necessary measures to prevent, detect and investigate any fraud, bribery and corruption in connection with the Contract or the performance of the Works (including all measures directed by the Commonwealth); and
			2. proactively take all necessary corrective action to mitigate any loss or damage to the Commonwealth resulting from fraud, bribery or corruption to the extent that the fraud, bribery or corruption was caused or contributed to by the Contractor or any of its officers, employees, consultants, subcontractors or agents and put the Commonwealth in the position it would have been in if the fraud, bribery or corruption had not occurred (including all corrective action directed by the Commonwealth).
		2. If the Contractor knows or suspects that any fraud, bribery or corruption is occurring or has occurred it must:
			1. immediately provide a detailed written notice to the Commonwealth including details of the known or suspected fraud, bribery or corruption and the proactive measures and corrective action the Contractor will take under paragraph (a); and
			2. thereafter provide such further information and assistance as the Commonwealth, or any person authorised by the Commonwealth, requires in relation to the known or suspected fraud, bribery or corruption.
18. **Modern Slavery:**
	* 1. The Contractor:
			1. must not, and must use all reasonable endeavours to ensure that its officers, employees, agents and subcontractors do not:
				1. engage in any conduct that would constitute Modern Slavery; and
				2. do anything to put the Contractor or the Commonwealth in breach of any Modern Slavery Law;
			2. must comply, and must use all reasonable endeavours to ensure that its officers, employees, agents and subcontractors at all times comply with all Modern Slavery Laws;
			3. if the Contractor knows or suspects that any Modern Slavery practices are occurring or have occurred in connection with this Contract, must immediately provide a detailed written notice to the Commonwealth; and
			4. must undertake appropriate remediation actions to address any breaches, issues or failures arising in connection with this clause 29 at the Contractor's own cost and in accordance with any directions of, or standards required by, the Commonwealth.
		2. For the purposes of this Contract:
			1. **Modern Slavery** means conduct defined as "modern slavery" in the Modern Slavery Act.
			2. **Modern Slavery Act** means the *Modern Slavery Act 2018* (Cth).
			3. **Modern Slavery Laws** means:
				1. any Statutory Requirements related to Modern Slavery, including the Modern Slavery Act;
				2. Division 270 or 271 of the *Criminal Code Act 1995* (Cth);
				3. Article 3 of the Protocol to Prevent, Suppress and Punish Trafficking in Persons, Especially Women and Children, supplementing the United Nations Convention against Transnational Organized Crime, done at New York on 15 November 2000 ([2005] ATS 27); and
				4. Article 3 of the ILO Convention (No. 182) concerning the Prohibition and Immediate Action for the Elimination of the Worst Forms of Child Labour, done at Geneva on 17 June 1999 ([2007] ATS 38).
19. **Default:**
	* 1. If the Contractor fails to comply with any of its obligations under the Contract, then the Commonwealth may notify the Contractor in writing and require the Contractor to remedy the failure or breach within 7 days (or such longer period as the Commonwealth may specify) of receiving the notice.
		2. If the Contractor:
			1. does not remedy a failure or breach within the time required under paragraph (a); or
			2. is unable to pay its debts as and when they fall due, is wound up or declared insolvent,

the Commonwealth may by written notice to the Contractor immediately terminate the Contract and the Contractor will not have any right to further payment under the Contract and the Commonwealth will be entitled to recover from the Contractor any costs, losses or damages suffered or incurred by it as a result of, arising out of or in connection with such termination.

1. **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 Works 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);
		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 31; and
		3. the Commonwealth may thereafter (at its absolute discretion) complete the uncompleted part of the Works either itself or by engaging another contractor.
2. **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.
3. **Governing Law:** 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.
4. **Miscellaneous:**
	* 1. The Contractor shall not assign any of its rights under the Contract without the prior written consent of the Commonwealth.
		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;
			2. references to any legislation or to any section or provision of any legislation include any statutory modification, substitution or re-enactment of, and any ordinances, by-laws, regulations and other statutory instruments issued under, that legislation, section or provision;
			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"; and
			4. references to any party to the Contract include its successors or permitted assigns.
5. **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 Works 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:

|  |  |  |  |
| --- | --- | --- | --- |
| **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 |

|  |  |  |  |
| --- | --- | --- | --- |
| **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

|  |  |
| --- | --- |
| **Item** | **Response** |
| **Proposed Key People and Subcontractors:**  You are requested to provide details of the key people and subcontractors that will undertake the Works. | **Key People:****[INSERT EACH PERSON'S NAME, POSITION, RELEVANT QUALIFICATIONS AND PROPOSED ROLE IN THE WORKS]****Subcontractors:****[INSERT EACH SUBCONTRACTOR'S COMPANY NAME, LICENCE/REGISTRATION DETAILS (IF APPLICABLE) AND PROPOSED ROLE IN THE WORKS]** |
| **Methodology:** You are requested to provide:* + 1. a brief narrative setting out your understanding of the nature and scope of the Works including addressing:
			1. if required by the Contract, the design of the Works by the Contractor;
			2. the logistics support requirements of the project, as well as identifying potential logistics issues and solutions to these problems;
			3. procedures for Site access, ensuring security measures are in place, vehicle and traffic management, noise management and Site office requirements; and
			4. your proposed approach to working hours and staff accommodation;
		2. details of how you will achieve the time, budget and workmanship requirements of the Works;
		3. your proposed approach to environmental management and protection and work health and safety management, including addressing your approach to:
			1. ensuring the safety of workers and other persons whilst the Works are delivered at the Site;
			2. ensuring compliance with the Contractor's work health and safety obligations under the Contract and any applicable Statutory Requirements, including:
				1. regular reporting regarding work health and safety to the Commonwealth;
				2. consultation, co-operation and co-ordination with the Commonwealth, subcontractors and other persons;
				3. resourcing, quality and delivery of on Site first aid and emergency life support;
				4. provision of monthly written reports to the Commonwealth in accordance with clause 12(f); and
				5. reporting notifiable incidents to the Commonwealth immediately upon becoming aware of their occurrence;
			3. risk identification, management and mitigation strategies (including control measures) in the context of ensuring work health and safety;
			4. waste management (and waste water runoff) and debris control at the Site;
			5. managing any dangerous or prohibited substances, material or goods at the Site (including spills); and
			6. heritage and artefacts discovered at the Site;
		4. your approach to commissioning and handover; and
		5. your understanding of, and approach to, minimising the risks of Modern Slavery, fraud, bribery and corruption in connection with the Works.
 | **[INSERT]** |

ATTACHMENT 2 - CONTRACT PRICE

* + 1. The lump sum Contract Price is:
			1. **[CONTRACTOR TO INSERT CURRENCY/CURRENCIES AND AMOUNT]**,

as adjusted in accordance with the Contract.

* + 1. The Contractor and the Commonwealth acknowledge and agree that the breakdown of the lump sum Contract Price set out below:
			1. is solely for the purpose of assisting in administration of the Contract, including determining the applicable currencies for any payment of, or adjustment to, the Contract Price under the Contract; and
			2. will not limit or affect the scope of the Contractor's activities, the Works or the Contract.

|  |  |  |  |
| --- | --- | --- | --- |
| **Item** | **Description** | **Price** | **Currency** |
|  | **[CONTRACTOR TO INSERT, E.G. INSURANCES, MATERIALS, LABOUR]** | **[INSERT]** |  |
|  | **[INSERT ALL ITEMS BELOW (WITH ADDITIONAL ROWS AS REQUIRED)]** | **[INSERT]** |  |
|  | **[INSERT]** | **[INSERT]** |  |

ATTACHMENT 3 - WORKS DESCRIPTION

***[COMMONWEALTH TO INSERT]***