



**Australian Government**

**Defence**

# **ASDEFCON (Standing Offer for Goods) Version 3.1**

**Incorporating:**

**Conditions of Tender**

**Draft Conditions of Deed**

**Released August 2024**

## **Note to External Agencies**

External agencies intending to use this template will need to tailor it in order to meet their specific procurement requirements (including relevant internal guidance) and should seek appropriate professional guidance as required.

## **Disclaimer**

While every effort has been made to ensure this publication is accurate and up-to-date, any external user should exercise independent skill and judgement before relying on it. Further, this publication is not a substitute for independent professional advice and users external to Defence should obtain appropriate advice relevant to their particular circumstances.

Defence does not make any representation or warranty about the accuracy, reliability, currency or completeness of any material contained in this publication and nothing in this publication should be considered a representation by the Commonwealth. In publishing this information, Defence does not warrant that the information will be used in any particular procurement process. Defence is not liable for any loss resulting from any action taken or reliance made on any information or material in this publication (including, without limitation, third party information).

## **Copyright**

Commonwealth of Australia 2021

With the exception of the Commonwealth Coat of Arms, this publication is provided under a [Creative Commons Attribution 4.0 International Licence](#).



The details of the relevant licence conditions are available on the Creative Commons website (accessible using the links provided) as is the [full legal code for the CC BY 4.0 International licence](#).

This publication should be attributed as *ASDEFCON (Standing Offer for Goods) V3.0*

## **Use of the Coat of Arms**

The terms under which the Coat of Arms can be used are detailed on the [Commonwealth Coat of Arms](#) website.

## **Feedback**

All feedback on this publication and suggestions for improvement should be sent to:

[procurement.ASDEFCON@defence.gov.au](mailto:procurement.ASDEFCON@defence.gov.au).

## GENERAL INFORMATION FOR USERS

### PURPOSE OF ASDEFCON (STANDING OFFER FOR GOODS)

1. ASDEFCON (Standing Offer for Goods) is a tendering and contracting template for use when establishing a standing offer arrangement with a supplier or a panel of suppliers for off-the-shelf procurement of goods. By using a standard template for these types of standing offer arrangements, the Department of Defence aims to minimise the cost of tendering and the duration of negotiations.
2. For further information on selecting and tailoring *ASDEFCON (Standing Offer for Goods)*, template users should refer to the *Contract Template Selection and Tailoring Guide* which can be accessed via the intranet and internet sites listed in paragraph 12.
3. *ASDEFCON (Standing Offer for Goods)* is designed for procurements that are both subject to and not subject to the additional rules as detailed in Division 2 of the *Commonwealth Procurement Rules*. For information on whether a procurement is subject to the additional rules, refer to the DPPM.
4. *ASDEFCON (Standing Offer for Goods)* serves to promote value for money because long-term supplier arrangements enable the Commonwealth to negotiate more favourable terms and conditions and reduce the administrative burden of issuing and negotiating numerous requests for tender. *ASDEFCON (Standing Offer for Goods)* provides a tool that enables the Department of Defence to:
  - a. fulfil frequently arising regular requirements;
  - b. buy goods regularly where storage of large quantities is impractical or non-viable; and
  - c. obtain value for money where the timing and quantity of a requirement cannot be determined in advance.
5. The rationale for using a deed to establish *ASDEFCON (Standing Offer for Goods)* is to overcome the legal contracting requirement of consideration. An essential requirement for a valid contract is that the agreement made between the parties must constitute an exchange of something of value. This exchange is called consideration, that is, each party, by entering into the agreement provides consideration to the other. Consideration usually consists of a promise of something of value (money, goods, services, giving up a right, etc) but it can consist of the actual delivery of money, goods, services, etc. If consideration is not present in an agreement then it is not a contract.
6. The value of using a deed to establish a legal obligation is to overcome the enforceability problems of not having a contract. Therefore the benefit of using a deed to establish *ASDEFCON (Standing Offer for Goods)* is that a legally enforceable set of terms and conditions for the provision of a requirement can be established with a supplier without the need for further negotiation. The Contract is formed by the issue of a simple 'official order' under the Deed's already established terms and conditions. A standing offer deed arrangement can therefore be used to facilitate routine purchasing of goods over a specified period of time, under a previously agreed set legal terms and conditions.

### STRUCTURE OF ASDEFCON (STANDING OFFER FOR GOODS)

7. *ASDEFCON (Standing Offer for Goods)* contains the following sections:
  - a. Preliminary pages – including the covering letter with Matrix of Changes attachment;
  - b. Part 1 – Conditions of Tender - including annexes; and
  - c. Part 2 – Draft Conditions of Deed - including attachments.

### AMENDMENTS TO ASDEFCON (STANDING OFFER FOR GOODS)

8. *ASDEFCON (Standing Offer for Goods)* is a dynamic document that will be amended on an 'as required' basis to reflect changes in legislation, policy and procurement practices. Amendments

## OFFICIAL

ASDEFCON (Standing Offer for Goods)

to *ASDEFCON (Standing Offer for Goods)* will be released through updates to the current version or the issue of a new version of the template. All updated and new versions will be issued on the intranet and internet at the sites listed in paragraph 12.

9. Template users are also welcome to suggest changes to the template by using a Document Change Proposal (DCP) form. A copy of the form can be downloaded from the addresses specified at paragraph 12.

### CONTRACTING ASSISTANCE AND HELP DESK

10. Drafters requiring contracting advice or assistance should approach their Group or Divisional contracting support areas in the first instance. If the relevant support officer is not known, drafters should contact the relevant Executive Director Contracting (EDCON) in their respective Contracting Services area.
11. For ASDEFCON advice, including proposed updates to or advice regarding the templates please email: [procurement.ASDEFCON@defence.gov.au](mailto:procurement.ASDEFCON@defence.gov.au).

### DISSEMINATION OF ASDEFCON (STANDING OFFER FOR GOODS)

12. *ASDEFCON (Standing Offer for Goods)* can be downloaded from the CASG intranet via the 'ASDEFCON Suite of Tendering and Contracting Templates' webpage at the following address:  
<http://drnet.defence.gov.au/casg/commercial/CommercialPolicyFramework/Pages/ASDEFCON-Templates.aspx>  
or from the CASG internet site by following the 'Procurement in Defence' link to the following address: <https://www.defence.gov.au/business-industry/procurement/contracting-templates/asdefcon-suite>.

**OFFICIAL**

ASDEFCON (Standing Offer for Goods)



**Australian Government**  
**Defence**

[...INSERT DEFENCE GROUP...]  
[...INSERT DIVISION...]  
[...INSERT ADDRESS...]  
[...INSERT CONTACT DETAILS...]

[INSERT TENDERER'S ADDRESS]

You are invited to submit a tender in response to RFT [...INSERT RFT NUMBER...] to provide [...INSERT DESCRIPTION OF SUPPLIES...] under [...INSERT "a standing offer panel arrangement" OR "standing offer arrangement" AS RELEVANT...].

[...INSERT BACKGROUND AND OVERVIEW OF REQUIREMENT...]

This RFT has been prepared utilising the *ASDEFCON (Standing Offer for Goods)* template, with material amendments to the template identified in the Matrix of Changes at Attachment A to this letter. While all care is taken by the Commonwealth in preparing Attachment A, it is a summation and therefore may not be complete and accurate. You should not exclusively rely on Attachment A to identify template changes in this RFT and should exercise independent skill and judgement in reading and understanding this RFT and in preparing your tender.

Tenders are to be submitted by the tender Closing Time specified in the Tender Details Schedule. Any questions in relation to this RFT should be directed to the Contact Officer specified in the Tender Details Schedule.

**Option: For when classified information forms part of the RFT.**

**Note to drafters: Classified information should not be included as part of a RFT except in exceptional circumstances. Where the RFT is to include classified information, drafters should consult with their Project Security Officer.**

The following documents forming part of this RFT are classified as follows:

**[...DRAFTER TO INSERT LIST OF RELEVANT DOCUMENTS AND THEIR CLASSIFICATION PRIOR TO RFT RELEASE...]**

Separate provisions for receipt of or access to classified information will be made. Application to receive or view the documents is to be made in writing to the Contact Officer specified in the Tender Details Schedule.

Subject to the conditions of tender, the proposed schedule for evaluation and negotiation is:

[...INSERT RELEVANT DATES...]

Tenderers should note that the above schedule is subject to change at any time and is not to be relied on by tenderers as final and definitive.

Yours sincerely

[...INSERT RELEVANT SIGNATORY...]

[...INSERT DATE...]

Attachments:

A. Matrix of Changes

**MATRIX OF CHANGES**

**Note to drafters: Drafters should complete the Matrix of Changes prior to submission of the RFT to the Project Director or delegate approving the RFT. The Project Director or delegate approving the RFT is responsible for ensuring that, wherever possible, the form of the template is adhered to and project specific tailoring of the RFT is kept to a minimum. This will help improve standardisation and reduce the cost of tendering.**

**The Project Director or delegate approving the RFT is also responsible for ensuring that the completed Matrix of Changes and a copy of the RFT package is provided to the ASDEFCON and Contracting Initiatives Directorate at [defence.procurement@defence.gov.au](mailto:defence.procurement@defence.gov.au) upon release of the RFT. This information will be used for internal analysis and ongoing improvements to the template.**

**When providing these documents to the ASDEFCON and Contracting Initiatives Directorate, the covering email should identify the project/procurement name, the version number of the template, and the contracting officer, Legal Service Provider and CASG Legal representative (if any) involved in developing the RFT.**

**Drafters only need to identify material changes to the Conditions of Tender, Conditions of Tender Annexes, Conditions of Deed and the Glossary in Attachment F.**

Part and Title	Amended/New Clause No. and change type (Add/Modify/Delete)	Other clauses affected by the amendment	Details of Change