

## Form AC 565: General Conditions of Quotation

1. **General:** Quotations should be submitted on the *Request for Quotation* form (the quotation form) with all the requested details provided in English. Respondents submit the quotation subject to these *General Conditions of Quotation* and the attached *General Conditions of Contract for the Supply of Goods and Repair Services* and any Special Conditions attached by the Commonwealth. The Commonwealth, at its discretion, 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 for the Supply of Goods and Repair Services* (as applicable).
4. **Amendments and Queries:** This Request for Quotation (RFQ) may be amended upon giving Respondents 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 RFQ closing date 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 Respondents in relation to their quotation. In responding to any request for clarification or additional information, the Respondent will not be allowed to substantially tailor or amend their quotation.
6. **Alternatives:** Offers for alternatives or part quantities 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 Guidelines 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 Respondent's offer meets the Commonwealth's requirements set out in the quotation form, the Respondent's capacity to provide the Goods and Repair Services, the assessed level of risk arising from the Respondent's offer and the quoted prices and pricing terms. Acceptance of a quotation shall occur only when a Purchase Order and Contract is issued. Unsuccessful Respondents will be notified of the final decision, and may request a debriefing following the award of a contract in relation to this RFQ.
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 date will be considered only in exceptional circumstances. Any new time limit provided for under this clause will apply equally to all Respondents. Any quotation received after the closing time specified on the quotation form 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 materials may be obtained from the Contact Officer noted on the quotation form. The Respondent is responsible for examining the references. At all times this material is to remain the property of the Commonwealth. The reference materials can only be used for the purpose of preparing the quotation and are to be treated as in-confidence Commonwealth documents in all other respects. The reference materials will need to be returned 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 Respondent shall facilitate any such cost investigation.
12. **Commonwealth Purchasing Policy for Small to Medium Enterprises (SMEs):** Commonwealth purchasing policy encourages participation by SMEs as direct suppliers or as subcontractors. An SME is an Australian or New Zealand firm with fewer than 200 employees. Suppliers should indicate on the quotation form whether they are a SME.
13. **Equal Opportunity for Women in the Workplace:** The Commonwealth will not contract with a Respondent named by the Director of Equal Opportunity for Women in the Workplace Agency as an employer currently not complying with the *Equal Opportunity for Women in the Workplace Act 1999* (Cth).
14. **Unpaid Employee Entitlements:** The Commonwealth will not contract with a Respondent which has a judicial decision against it (excluding decisions under appeal) relating to unpaid employee entitlements where the entitlements remain unpaid.
15. **Reporting Requirements:** Respondents acknowledge that the Commonwealth is subject to legislative and administrative accountability and transparency requirements including disclosure to Parliament and its Committees. Respondents acknowledge that for any awarded contract valued at \$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 and quantity of the Goods and/or Repair Services; supplier name; and supplier postal address. Contracts valued at \$100,000 or greater are subject to additional reporting requirements.
16. **Validity:** Quotations should remain open for acceptance for a period of 30 days from the quotation closing date.

## Form AC 565: Special Conditions (Optional)

**Note to drafters: the following Special Conditions are optional and should be included as relevant to your procurement. If drafters wish to include additional Special Conditions, please refer to the AC565 Handbook located at <http://intranet.defence.gov.au/dmoweb/sites/PP/ComWeb.asp?Page=12196>.**

### SPECIAL CONDITION FOR AUSTENDER LEVEL 2 FUNCTIONALITY

**Note to drafters: the following Special Condition must be included where the procurement is conducted using AusTender Level 2 functionality. For information on AusTender Level 2 functionality, drafters should refer to the DPP webpage located at <http://intranet.defence.gov.au/dmoweb/sites/PP/comweb.asp?page=87051&Title=AusTender%20Publishing>**

Respondents acknowledge that access to and use of AusTender is subject to certain terms and conditions displayed on the AusTender Internet site (<https://www.tenders.gov.au>). Respondents must comply with those terms and conditions as well as any processes and procedures as advised on AusTender from time to time.

Respondents should inform themselves of the security measures and other aspects of the AusTender system prior to using it for any matter related to this Request for Quotation (RFQ). The Commonwealth makes no representations or warranties about the security or unauthorised access to any information transmitted via the Internet to, or from, AusTender and accepts no responsibility arising from any use or attempted use of AusTender by a respondent.

If the Commonwealth amends the RFQ prior to the closing time specified in the RFQ, then the Commonwealth will issue an amendment to the RFQ via AusTender. The Commonwealth will endeavour to issue an electronic advice to respondents who have registered with AusTender for that purpose. Respondents acknowledge that it is their responsibility to ensure registration details are up to date and accurately recorded in order to receive notification of any amendment to the RFQ.

The Commonwealth accepts no responsibility if a respondent fails to become aware of any alteration, correction or notice, which would have been apparent from a visit to the AusTender internet site or from other information available from the Contact Officer specified in the RFQ.

Respondents acknowledge that it is their responsibility to download any amendment to the RFQ via AusTender. The RFQ or any amendment published through the AusTender internet site will take precedence over any other version of the RFQ or amendment if there is any inconsistency.

All queries and requests for AusTender technical or operational support must be directed to the AusTender Help Desk, telephone: 1300 651 698, email: [tenders@finance.gov.au](mailto:tenders@finance.gov.au). The AusTender Help Desk is available between 9 am and 5 pm Australian Capital Territory (ACT) Local Time, Monday to Friday (excluding ACT and national public holidays). Respondents should note that all questions related to this RFQ must be addressed to the Contact Officer specified in the RFQ.

### SPECIAL CONDITIONS FOR THE IMPLEMENTATION OF THE AUSTRALIAN GOVERNMENT'S FAIR WORK PRINCIPLES

## Form AC 565: Special Conditions (Optional)

**Note to drafters:** A procurement is a covered procurement if the estimated value of the property or services being procured is above \$80,000 and it is not exempt in accordance with Annex A to the CPGs. If the procurement is specifically exempt from complying with the Mandatory Procurement Procedures as a result of a Defence or DMO specific exemption (a list of Defence and DMO specific exemptions is found at chapter 1.2 of the DPPM) the procurement will still be classed as a covered procurement (albeit exempt from the MPPs) and, if relevant, the following clauses must be used.

**The Procurement Method Approver is responsible for determining whether a Defence or DMO specific exemption applies to the procurement.**

**Note to drafters:** the following Special Condition must be used where the procurement is a covered procurement.

**Fair Work Principles:** The Commonwealth will not contract with a Respondent which has not fully complied with a judgement against it from any Court or Tribunal (including overseas jurisdictions but excluding judgements under appeal or instances where the period for appeal or payment/settlement has not expired) relating to a breach of workplace relations law, occupational health and safety law or workers' compensation law.

**Note to drafters:** the following Special Condition must be used for all covered procurements involving clothing and footwear.

**Homeworkers' Code of Practice:** The Commonwealth will not contract with a Respondent which is not accredited or seeking accreditation with the [Homeworkers' Code of Practice](#) prior to signing the contract. This clause does not apply to Respondents that do not have a commercial presence in Australia.

**Note to drafters:** the following Special Condition must be used for all covered procurements involving Cleaning Services or Building Management Services.

**Cleaning Services Work Practices:** The Commonwealth will not contract with a Respondent which does not, for its cleaning services within Australia:

- a. provide its cleaning employees with the appropriate training, supervision, equipment and materials to enable them to perform their job safely and efficiently;
- b. provide its cleaning employees with a written duty schedule at each site listing specific tasks to be completed; and
- c. set fair and reasonable workloads for all cleaning employees and provide adequate staff to achieve the required performance levels.

**Note to drafters:** the following Special Condition must be used where the procurement is a covered procurement.

**Respondent Declaration:** Respondents must provide a declaration in the below format. Failure to satisfactorily complete the Respondent Declaration may result in a quotation being excluded from further consideration.

### DECLARATION BY RESPONDENT

(... INSERT NAME OF RESPONDENT AND ACN/ARBN AND ABN AS APPLICABLE ...), in submitting this quotation to provide the Goods and Repair Services acknowledges and agrees that the Respondent:

**Form AC 565: Special Conditions (Optional)**

- a. has fully complied with any judgement against it from any Court or Tribunal (including overseas jurisdictions but excluding judgements under appeal or instances where the period for appeal or payment/settlement has not expired) relating to a breach of workplace relations law, occupational health and safety law or workers' compensation law;
- b. **[Option for Clothing and Footwear Covered Procurements:** *Delete this paragraph (b) if the Respondent does not have a commercial presence in Australia*] is accredited or is seeking accreditation with the Homeworkers' Code of Practice; and
- c. **[Option for Cleaning Services or Building Management Services Covered Procurements:** note: as these services are not purchased in Standard Defence Supply System delete this paragraph (c) for procurements using that system]  
for its cleaning services within Australia:
  - (i) provides its cleaning employees with the appropriate training, supervision, equipment and materials to enable them to perform their job safely and efficiently;
  - (ii) provides its cleaning employees with a written duty schedule at each site listing specific tasks to be completed; and
  - (iii) sets fair and reasonable workloads for all cleaning employees and provides adequate staff to achieve the required performance levels.

By completing and submitting this declaration the Respondent agrees that the Department of Defence may provide any information collected or provided during the course of this process to other Commonwealth Agencies or regulatory bodies.

**Signature of Respondent or person authorised to sign the quotation on behalf of the Respondent:**

SIGNATURE:	DATE OF SIGNATURE:
.....	.....
NAME (Block Letters):	POSITION HELD:
.....	.....
SIGNATURE OF WITNESS:	ADDRESS OF WITNESS:
.....	.....
NAME (Block Letters):	
.....	

**[...DRAFTERS TO INSERT ANY ADDITIONAL SPECIAL CONDITIONS...]**