DATA ITEM DESCRIPTION

1. DID NUMBER: -
2. TITLE:
3. DESCRIPTION and intended use

The ‘Quote for Survey and Quote Services’ at Annex A is required to define the request, work proposal, required resources and the price and payments proposed for undertaking work that is not included within the existing work scope of the Contract, but may be conducted in accordance with the Survey and Quote (S&Q) provisions of the Contract.

The Commonwealth uses Part 1 of the ‘Quote for Survey and Quote Services’ to scope a request for S&Q Services. The Commonwealth Representative may ask the Contractor to define elements of this request. For an Approved S&Q Quote, the Commonwealth Representative uses Part 3 of this DID to finalise the S&Q Order.

The Contractor uses Part 2 of the ‘Quote for Survey and Quote Services’ to define the scope of work activities, Support Resources and the price and payments that are proposed for meeting the requirements of the Commonwealth’s request.

1. INTER-RELATIONSHIPS

Each S&Q Order inter-relates with the following data items, where these data items are required under the Contract:

Support Services Management Plan (SSMP), and all other plans governing the provision of Services that detail the management of S&Q Services; and

Engineering Change Proposal (ECP).

1. APPLICABLE DOCUMENTS

The following documents form part of this DID to the extent specified herein:

|  |  |
| --- | --- |
| 1. Nil |  |

1. Preparation Instructions
   1. Generic Format and Content

The data item shall comply with the general format, content and preparation instructions contained in the CDRL clause entitled ‘General Requirements for Data Items’ (when specified in the Contract).

* 1. Specific Content
     1. Specific Requirements

All quotes for S&Q Services shall be documented in accordance with the requirements of:

Annex A to this DID;

the clauses of the COC for ‘Survey & Quote Services’ and ‘Technical Data, Software and Contract Material’;

Attachment B, S&Q Services annex; and

the SOW clause ‘Quoting for Survey and Quote Services’.

Annex A: QUOTE FOR SURVEY AND QUOTE SERVICES

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| 1. Defence_CoArms_stacked  A.B.N. 68 706 814 312 | Request for Quotation  for S&Q Services | | | 1. Quotation No: | |  |
| 1. File Reference | |  |
| 1. Contract No: | |  |
| 1. Quotation due: | | |
| 1. Time: |  | |
| 1. Date: | 1. DDMMMYY | |
| 1. Contact details: | | | | | | |
| 1. Contractor Contact Officer: 2. [...CONTACT OFFICER NAME...]  1. [...ADDRESS DETAILS...] | |  | 1. Commonwealth Contact Officer: 2. [...CONTACT OFFICER NAME...] 3. [...ADDRESS DETAILS...] | | | |
| 1. Phone: [...PHONE NUMBER...] | |  | 1. Phone: [...PHONE NUMBER...] or [...ALT PH. NUMBER...] | | | |
| 1. E-mail: [...E-MAIL ADDRESS...] | |  | 1. E-mail: [...E-MAIL ADDRESS...] | | | |

|  |  |  |  |
| --- | --- | --- | --- |
| 1. Contractor Representative, company name and address 2. [...CONTRACTOR'S NAME...] 3. [...ADDRESS DETAILS...] | |  | 1. Commonwealth Representative or Authorised Officer: 2. [...NAME, POSITION...] 3. [...ADDRESS DETAILS...] |
| 1. ACN: | 1. ABN: |  |

Return quotations to the Commonwealth Representative, or to an alternative location, if identified below:

|  |
| --- |
| 1. By post to: 2. [...INSERT ALTERNATIVE DELIVERY ADDRESS...] |

Security Classification:

|  |
| --- |
| 1. [...INSERT SECURITY CLASSIFICATION...] |

PART 1 (S&Q Request): To be completed by the Commonwealth Representative, unless otherwise specified as to be completed by the Contractor.

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| SECTION 1 – S&Q SERVICE REQUEST | | | | | | | | | | | | | | | | | | | |
| Title: | | 1. [...INSERT TITLE (AND TASK NUMBER IF APPLICABLE)...] | | | | | | | | | | | | | | 1. Revision No.: | | | |
| Description of the Service to be provided: | | 1. Service description: 2. [...INSERT DESCRIPTION OF SERVICES OR REFER TO ATTACHED PAGES...] 3. Performance measurement and/or Acceptance criteria: 4. [...INSERT DETAILS OF HOW THE SERVICES ARE PROPOSED TO BE MEASURED AND/OR THE CRITERIA FOR THE ACCEPTANCE OF DELIVERABLES (EG, REFER SECTION 2, OR AS DEFINED IN TEST PLAN, ETC)...] 5. Additional references, specifications or standards specific to the required Services (if applicable): 6. [...INSERT SPECIFICATIONS, STANDARDS OR OTHER REFERENCES (NOT SERVICE MANAGEMENT PLANS)...] | | | | | | | | | | | | | | | | | |
| Nature / category of Service  (eg, engineering investigation, Major Change, damage repair, item provisioning): | | | | | Product(s) / platform / site to which the Service relates: | | | Earliest  start date: | | Service completion date: | Commonwealth GFM (yes / no): | | Commonwealth GFF (yes / no): | | | | | Contract SOW / DSD clause reference: | |
|  | | | | |  | | | 1. DDMMMYY | | 1. DDMMMYY |  | |  | | | | |  | |
| BUILDING CODE | | | | | | | | | | | | | | | | | | | |
| Building Code below applies and Attachment is to be completed: | | | | | | 1. **YES**  **NO** | | | Workplace Relations Management Plan is required: | | | | | | | | 1. **YES**  **NO** | | |
| SECTION 2 – REQUIRED DELIVERABLES | | | | | | | | | | | | | | | | | | | |
| Line No. | Part No. / NATO Stock No. (if applicable) | | Description | | | Type of Item  (eg, Stock Item, Technical Data, Reports, Software) | | | Qty | Deliverable Acceptance / Approval criteria | | Delivery Date | | Delivery Location | | | | | |
|  | 1. XXXX-XX-XXX-XXXX | |  | | |  | | | 1. qty |  | | 1. DDMMMYY | |  | | | | | |
| SECTION 3 – PRICE BASIS | | | | | | | | | | | | | | | | | | | |
| Firm Price Basis: | | | | 1. payable upon: Milestones  and/or Acceptance of Services / Deliverables | | | | | | 1. For an S&Q Service with a combined firm and Not-To-Exceed price basis, the following categories / elements of the S&Q Service shall be firm priced:  1. [... INSERT DETAILS OF FIRM PRICED ELEMENTS ...] | | | | | | | | | |
| Not-To-Exceed Price Basis: | | | | 1. (cost plus / reimbursement / price of the labour, materials, Subcontract, and other Allowable Costs, as per Contract Attachment B, up to an Approved amount) | | | | | |
| Combination of above: | | | |  | | | | | |
| SECTION 4 – COMMONWEALTH REPRESENTATIVE’S AUTHORISATION | | | | | | | | | | | | | | | | | | | |
| 1. Signed for and on behalf of the Commonwealth of Australia: | | | |  | | |  |  | | | | | | |  |  | | |  |
| 1. (signature) | | |  | 1. (print name and position) | | | | | | |  | 1. (date) | | |  |

PART 2 (S&Q Quote): To be completed by the Contractor, unless otherwise specified as to be completed by the Commonwealth.

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| SECTION 5 – APPROACH AND RESOURCES | | | | | | | | | | | | | |
| Work plan | 1. [... Contractor to address the requirements for an S&Q work plan (including any work plan requirements specified in the SOW). Attach a separate work plan if necessary ...] | | | | | | | | | | | | |
| Adverse Impact | 1. [...Contractor to address adverse impacts with respect to other Services or performance (including any specified requirements in the SOW for addressing adverse impacts)...] | | | | | | | | | | | | |
| Australian Industry Capability | | 1. The proposed S&Q Service meets the conditions requiring the AIC program to be addressed and an AIC summary has been attached: yes  / no | | | | | | | | | | | |
| GFM | Item description  (eg, additional GFE, GFD or GFI) | | Qty | | Delivery Date and Location | Return Date and Location | | Remarks/ Intended Purpose | | TO BE COMPLETED BY THE COMMONWEALTH | | | |
| Time Period for Inspection | | Technical Data or Software restriction[[1]](#footnote-1) | |
|  | | 1. qty | | 1. DDMMMYY / | 1. DDMMMYY / | |  | | 1. DDMMMYY to DDMMMYY | |  | |
|  | |  | |  |  | |  | |  | |  | |
| GFF | Facilities  (in addition to any existing GFF) | | Remarks/ Intended Purpose | | | | | Period of Access | | TO BE COMPLETED BY THE COMMONWEALTH | | | |
| Comments / Conditions of Access | | | |
| 1. [...INSERT FACILITY DETAILS...] | |  | | | | | 1. DDMMMYY to DDMMMYY | |  | | | |
| GFS | GFS  (in addition to any existing GFS) | | | | | | | Dates for provision of GFS | | TO BE COMPLETED BY THE COMMONWEALTH | | | |
| Comments / Conditions of Access | | | |
| 1. [...INSERT GFS DETAILS...] | | | | | | | 1. DDMMMYY to DDMMMYY | |  | | | |
| Subcontractors | Name | ABN/  ACN | | Work, Services to be provided and/or Items to be supplied | | | Details for Approved Subcontractors only | | | | PT PCP Subcontract or Reporting Entity Subcontract  (identify which) | | Comments |
| Location of work (include post code) | | Australian Industry Activity (if applicable) | Technical Data or Software restriction[[2]](#footnote-2) |
| 1. [...INSERT NAME...] | 1. XX XXXXXXXXX | | 1. [...INSERT SERVICE / ITEMS...] | | |  | |  |  |  | |  |
|  |  | |  | | |  | |  |  |  | |  |

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| SECTION 6 – QUOTATION PRICE | | | | | | | | | | | | | | | | |
| Labour | Task | | | Contract Attachment B details (ex-GST) | | | | | | Hours required (Normal Time) | | | Hours required (Other Time) | | Item subtotal (ex-GST) |  |
| Line Item No. | Category of Labour or Skill Level | | Hourly Rate (Normal Time) | Hourly Rate (Other Time) | |
|  | | |  |  | |  |  | |  | | |  | |  |  |
|  | | |  |  | |  |  | |  | | |  | |  |  |
| Total Labour (ex-GST) | | | | | | | | | | | | | | | 1. $ |
| Materials | Line No. | Part No. / NATO Stock No. (if applicable) | Description | | | Type of Item (eg, Stock Item, Software, Technical Data) | | | Unit Price  (ex-GST) | | Qty | | | Markup (%) [[3]](#footnote-3) | Item subtotal (ex-GST) |  |
|  | 1. XXXX-XX-XXX-XXXX |  | | |  | | |  | | 1. qty | | |  |  |  |
|  |  |  | | |  | | |  | |  | | |  |  |  |
| Total Materials costs (ex-GST) | | | | | | | | | | | | | | | 1. $ |
| Subcontracts | Subcontractor name | | | | | | | | | | | | | Markup (%) ‡ | Subcontract value (ex-GST) |  |
| 1. [...INSERT NAME...] | | | | | | | | | | | | |  |  |  |
|  | | | | | | | | | | | | |  |  |  |
| Total Subcontract costs (ex-GST) | | | | | | | | | | | | | | | 1. $ |
| Other Allowable Costs | Description | | | | | | | | Unit Price (ex-GST) | | | 1. **Qty** | | Markup (%) ‡ | Amount  (ex-GST) |  |
| 1. [...INSERT DESCRIPTION OF OTHER COSTS TO BE INCLUDED / REIMBURSED...] | | | | | | | |  | | | 1. qty | |  |  |  |
|  | | | | | | | |  | | |  | |  |  |  |
| Total of other Allowable Costs (ex-GST) | | | | | | | | | | | | | | | 1. $ |
| TOTAL NTE PRICE / QUOTATION (exclusive of GST) | | | | | | | | | | | | | | | | 1. $ |
| GST | | | | | | | | | | | | | | | | 1. $ |
| TOTAL NTE PRICE / QUOTATION (inclusive of GST) | | | | | | | | | | | | | | | | 1. $ |

|  |  |
| --- | --- |
| SECTION 7 – PAYMENT ARRANGEMENTS | |
| Milestone payments | 1. [...CONTRACTOR TO PROPOSE...] |
| Payments upon Acceptance of Services / Deliverables | 1. [...CONTRACTOR TO PROPOSE...] |
| Other (only applicable to Not-To-Exceed price elements) | 1. [...CONTRACTOR TO PROPOSE...] |

|  |
| --- |
| SECTION 8 – ADDITIONAL TECHNICAL DATA AND SOFTWARE RIGHTS AND RESTRICTIONS |
| 1. **To be completed by the Commonwealth:** 2. Do the S&Q Services require GFM that is subject to restrictions of Technical Data and Software rights not detailed in the current Contract?  no /  yes, refer to attachment [...INSERT REFERENCE...].   If ‘yes’, the Commonwealth is to include a ‘special conditions’ attachment with equivalent information to the GFM Attachment or ‘Licensing and Approval Schedule’ Attachment, as applicable. |
| 1. **To be completed by the Contractor:** 2. Do the S&Q Services require additional Technical Data and Software and associated rights that are not detailed in the current Contract?  no /  yes, refer to attachment [...INSERT REFERENCE...]. Will the deliverables have restrictions on the Commonwealth’s rights to Use and Sublicense, as detailed in clause 5 of the COC?  no /  yes, refer to attachment [...INSERT REFERENCE...].   If ‘yes’ to either question, the Contractor is to include a ‘special conditions’ attachment with equivalent information to the Technical Data and Software Rights Schedule in the Contract. |

|  |
| --- |
| SECTION 9 – CONFIDENTIAL INFORMATION |
| 1. Does this quotation include an attachment for Confidential Information (ie, in addition to information referred to in the Confidential Information and Reporting Attachment to the Contract)?  no /  yes   If ‘yes’, the Contractor Representative, or authorised delegate, should include a ‘special conditions’ attachment to list the information considered as new Confidential Information, meeting the criteria specified in the attachment to the Contract for Confidential Information and Reporting. The attachment to the S&Q Quote should be prepared in the form of the Confidential Information and Reporting attachment to the Contract. |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| SECTION 10 – CONTRACTOR’S AUTHORISATION | | | | | | |
| 1. Signed for and on behalf of the Contractor: |  |  |  |  |  |  |
| 1. (signature) |  | 1. (print name and position) |  | 1. (date) |  |

PART 3 (S&Q Order): To be completed by the Commonwealth Representative after Approval of the S&Q Quote in accordance with the COC.

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| 1. Defence_CoArms_stacked 2. ABN 68 706 814 312 | | Survey and Quote Order | | | 1. S&Q Order No: | |  |
| 1. S&Q Order Date: | | 1. DDMMMYY |
| 1. Pages: | |  |
| 1. Amendment No: | |  |
| 1. Contractor’s details (Company name and address): | | | | 1. Contract No: | |  | |
| 1. Approved Quotation No. | |  | |
| 1. S&Q Services Title: | |  | |
| 1. S&Q Services Summary Description: | |  | |
| 1. ACN | 1. ABN | | | 1. Approved Quotation Date: | | 1. DDMMMYY | |
| NTE PRICE / QUOTATION (AS SET OUT IN THE APPROVED QUOTATION) | | | | | | | |
| Description | | | | | | | Price / Quotation  (excluding GST) |
| 1. Total Labour | | | | | | |  |
| 1. Total Materials | | | | | | |  |
| 1. Total Subcontract Costs | | | | | | |  |
| 1. Total Other Allowable Costs | | | | | | |  |
|  | | | 1. TOTAL NTE PRICE / QUOTATION (GST inclusive): | | | | 1. **$** |
|  | | | 1. GST: | | | | 1. **$** |
|  | | | TOTAL NTE PRICE / QUOTATION (GST inclusive): | | | | 1. **$** |
| PRICE AND PAYMENT BASIS | | | | | | | |
| 1. [...Insert details of the basis on which the Contractor will paid for the S&Q Service – ie reimbursement of Allowable Costs up to the Approved S&Q Quote, Milestones or payment upon Acceptance....] | | | | | | | |

|  |  |  |  |
| --- | --- | --- | --- |
| 1. This S&Q Order is issued on the terms set out in the conditions of contract, the Approved Quotation referred to above and any Special Conditions attached by the Commonwealth. 2. This S&Q Order comprises the following documents:    1. this S&Q Order;    2. Attachment 1 – Approved Quotation;    3. Attachment 2 – [...INSERT DETAILS...]; and    4. Attachment 3 – [...INSERT DETAILS...]. | | | |
| 1. Inquiries regarding this order should be directed to the Contact Officer: | | | |
| 1. Printed name: | 1. Phone no. | 1. email: | 1. Special Conditions Attached: 2. Yes 3. No |
| 1. Address | | |
| 1. Signed on behalf of the Commonwealth of Australia  |  |  |  |  |  | | --- | --- | --- | --- | --- | |  |  |  |  | 1. DDMMMYY | | 1. (signature) |  | 1. (print name and position) |  | 1. (date) | | | | |

Note: When applicable, include attachments for sections 8 and 9, Building Code, and Australian Industry Capability.

Attachment: Australian Industry Capability Summary

1. Unless otherwise agreed by the Commonwealth (in writing) this attachment is required to be included in an S&Q Quote and an S&Q Order when:
   1. the expected value of the S&Q Services exceeds $4 million inclusive of GST; and/or
   2. the S&Q Services will have material significance to an Australian Industry Activity (AIA) that has been identified in the Contract.

Table : Australian Industry Capability Schedule for the S&Q Services

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Item Number | AIC Activity Description / scope | Company Name and ACN/ABN/NZBN | ACE Value (AUD) | Location (including  Postcode) | SME  (Y/N) | Local Business  (Y/N) | Indigenous Enterprise  (Y/N) | Veterans (Y/N) |
| (a) | (b) | (d) | (e) | (f) | (g) | (h) | (i) | (j) |
| 1. 01 |  |  |  |  |  |  |  |  |
| 1. 02 |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  |  | 1. **Total:** |  |  |  |  |  |  |

1. When preparing the AIC Schedule (above), the Contractor is to summarise the various activities within the Services to be performed by Australian Industry. Insert additional lines / sub-lines for each activity and entity (Contractor or Subcontractor) performing an activity. Table details:
   1. Item number, to uniquely identify each line.
   2. AIC Activity Description, as a description of the scope of the Service / activity performed by an Australian Industry, with separate lines for the Contractor and each Subcontractor (each entity).
   3. The Australian or New Zealander company / entity undertaking the activity, including the ACN, ABN, or NZBN, as applicable.
   4. Australian Contract Expenditure (ACE) value of the activity, determined in accordance with the ACE Measurement Rules. The ACE value is to be the GST exclusive and duty free dollar value (to the nearest $1000).
   5. The location (including the postcode) where the applicable entity will perform the majority of the work activity.
   6. Identify whether the entity is a Small to Medium Enterprise.
   7. Identify whether the entity is a local business (as should be defined in the Glossary).
   8. Identify whether the entity is an Indigenous Enterprise.
   9. Veterans: Has the organisation signed the Veterans Employment Commitment (yes/no)? (refer: [veteransemployment.gov.au](https://www.veteransemployment.gov.au/))

Table : Australian Contract Expenditure for the S&Q Service

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Cost Category | AIC Activity Description and Scope | Line Item Price | ACE% | ACE Value ($) |
| 1. Contractor – labour cost |  |  |  |  |
| 1. Contractor – materials cost |  |  |  |  |
| 1. Contractor – Other Direct Costs |  |  |  |  |
| 1. Contractor – mark-up, G&A and Profit |  |  |  |  |
| 1. Subcontracts – labour |  |  |  |  |
| 1. Subcontracts – materials |  |  |  |  |
| 1. Subcontracts – other Allowable Costs |  |  |  |  |
|  | 1. **Total Price:** | 1. $ [Insert total] | 1. **Total ACE:** | 1. $ [Insert total] |

1. When preparing the ACE summary for the S&Q Services (above), the amounts (ie, rates) and ACE% are to be consistent with the S&Q Services Annex to Attachment B to the Contract. Additional lines are to be added to separate between Subcontractors and different activities within the S&Q Service. The Total ACE must be consistent with the Total ACE value in Table 1.

The calculated ACE% percentage for this S&Q Service: […INSERT…] %

1. Where:
2. and:
   1. all prices are exclusive of GST;
   2. labour costs are traceable to section 6 (excludes labour provided through listed Subcontracts);
   3. materials costs are traceable to section 6 (excludes materials provided through listed Subcontracts);
   4. Subcontract prices are categorised by their primary purpose (labour, materials or other), with individual lines for each Subcontractor;
   5. other Allowable Costs are defined in accordance with the CASG Cost Principles, and may include travel, etc;
   6. AIC activity description and scope includes, as applicable, the reason for travel, the Subcontractor’s name, if a deeming rate from the ACE Measurement Rules have been used, etc;
   7. line item price / cost is stated in $A, converted from source currency if applicable;
   8. ACE% is the percentage of the line item price / cost that is determined to be ACE in accordance with the ACE Measurement Rules; and
   9. ACE Value ($) = line item price \* ACE%.

ATTACHMENT: Building Code

Note: This Attachment is to be included as part of the S&Q Request when the S&Q Request includes Commonwealth Funded Building Work (and therefore, the Building Code applies to the S&Q Service). An S&Q Order containing Commonwealth Funded Building Work cannot be issued until the Commonwealth is satisfied that the Contractor is Building Code compliant.

ADDITIONAL CONDITIONS TO THE S&Q REQUEST

1. This Attachment applies to Building Work that is directly funded as set out in item 1 of Schedule 1 of the Building Code 2016 where the Commonwealth has indicated the Building Code applies in Section 1 of this S&Q Request. By submitting an S&Q Quote in response to this S&Q Request, the Contractor will become subject to the Building Code.
2. The Commonwealth will exclude the Contractor's S&Q Quote from further consideration if the Commonwealth considers that the Contractor (or in the case of a Contractor that is a consortium, any member of the consortium) does not meet the eligibility requirements in section 23 of the Building Code at the time of lodging its S&Q Quote.
3. As part of the S&Q Quote, the Contractor shall complete and lodge a Declaration of Compliance and provide the further information required in the forms at Appendices 1 and 2 to this Attachment. The Contractor is to provide a response to Appendices 1 and 2 as a separate file/attachment from its S&Q Quote, with following incorporated into the file name:
   1. Contract number;
   2. Name of Capability/ System support contract; and
   3. Contractor's name.
4. The Contractor is to comply with the Building Code, including the following mandatory requirements:
   1. that it and its Related Entities are eligible to perform Commonwealth Funded Building Work at the time of lodging its S&Q Quote;
   2. that it and its Related Entities are not covered by an Enterprise Agreement that does not meet the requirements of section 11 of the Building Code;
   3. that it is not subject to an Exclusion Sanction;
   4. that it has submitted a Workplace Relations Management Plan (if required) with its S&Q Quote for approval by the ABCC, in accordance with Part 6 of the Building Code;
   5. that it has not had an adverse decision, direction or order made by a court or tribunal for a breach of the *Building and Construction Industry (Improving Productivity) Act 2016* (Cth), a designated building law, work health and safety law or competition and consumer law which has not been stayed or revoked and for which the period for compliance has expired without it having complied with the decision, direction or order; and
   6. that it will only use products in relation to the Commonwealth Funded Building Work that is associated with its S&Q Quote that comply with the relevant Australian standards published by, or on behalf of, Standards Australia.
5. Without limiting clause 4, the Commonwealth:
   1. shall exclude the Contractor's S&Q Quote from further consideration if at any time prior to execution of the S&Q Order, the Commonwealth considers that the Contractor does not comply with the mandatory requirements set out in clause 4;
   2. may exclude the Contractor's S&Q Quote from further consideration if at any time prior to the execution of the S&Q Order the Contractor is excluded from performing Building Work funded by a State or Territory government; and
   3. will not enter into any resultant S&Q Order with the Contractor where its Workplace Relation Management Plan (if required) has not been approved by the ABCC.
6. The Contractor acknowledges and agrees that if it does not provide the required evidence set out in Appendices 1 and 2 to this Attachment when lodging its S&Q Quote, the Commonwealth may, in its absolute discretion:
   1. decide not to evaluate the S&Q Quote; or
   2. notify (via the Commonwealth Representative) by email that the Commonwealth requires the Contractor to provide the required evidence, and such evidence must be provided by the time and date stated in the notice in order for the Commonwealth to evaluate the S&Q Quote (failing which the Contractor will be deemed ineligible to lodge an S&Q Quote and its S&Q Quote will not be evaluated).

Note: The Declaration of Compliance (Appendix 1) and Information Regarding Compliance with the Building Code (Appendix 2) are required as part of the S&Q Quote submitted by the Contractor.

APPENDIX 1 - Declaration of Compliance

Declaration of Compliance with the Building Code

1. [INSERT QUOTE FOR S&Q SERVICES NUMBER AND NAME]
2. [INSERT NAME OF CONTRACTOR, ABN AND ACN, AS APPLICABLE] ('Contractor')
3. The Contractor:
   1. confirms that it and its Related Entities are eligible to perform Commonwealth Funded Building Work at the time of lodging its S&Q Quote;
   2. confirms that it has complied with the Building Code in preparing its S&Q Quote;
   3. acknowledges that it and its Related Entities must comply with the Building Code in relation to all Building Work described in Schedule 1 of the Building Code for which an expression of interest or request for tender (however described) is called on or after the date that the Building Code commenced, being 2 December 2016, and, should its S&Q Quote be accepted, in relation to the Commonwealth Funded Building Work;
   4. undertakes to ensure that it will, and that its Subcontractors that it subcontracts to perform any Commonwealth Funded Building Work will, comply with the Building Code (should its S&Q Quote be accepted in relation to the Commonwealth Funded Building Work);
   5. acknowledges the powers and functions of the Australian Building and Construction (ABC) Commissioner and the Australian Building and Construction Commission (ABCC) under the *Building and Construction Industry (Improving Productivity) Act 2016* (Cth) and the Building Code and undertakes to ensure that it and its Subcontractors will comply with any requests made by the ABCC and the ABC Commissioner within those powers and functions, including requests:
      1. for entry under section 72 of the Building and Construction Industry (Improving Productivity) Act 2016 (Cth);
      2. to interview any person under section 74 of the Building and Construction Industry (Improving Productivity) Act 2016 (Cth);
      3. to produce records or documents under sections 74 and 77 of the *Building and Construction Industry (Improving Productivity) Act 2016* (Cth); and
      4. for information concerning matters relating to the Building Code under subsection 7(c) of the Building Code;
   6. declares that where it proposes to subcontract any of the Commonwealth Funded Building Work, should its S&Q Quote be accepted in relation to the Commonwealth Funded Building Work, it will:
      1. not enter into a subcontract with a Subcontractor that:
         1. is covered by, or has Related Entities covered by, an Enterprise Agreement that does not meet the requirements of section 11 of the Building Code;
         2. is subject to an Exclusion Sanction; or
         3. unless approved otherwise by the ABC Commissioner, is excluded from performing Building Work funded by a State or Territory government; and
      2. only enter into a subcontract where:
         1. the Subcontractor undertakes to only use products in relation to the Commonwealth Funded Building Work that comply with the relevant Australian standards published by, or on behalf of, Standards Australia;
         2. the Subcontractor undertakes to comply with the Workplace Relations Management Plan (if required) approved by the ABCC in accordance with part 6 of the Building Code that applies to the Commonwealth Funded Building Work;
         3. the Subcontractor has submitted a declaration of compliance, including the further information outlined in Appendix 2 of this Attachment, in substantively the same form as the model declaration of compliance applicable to contractors and subcontractors in relation to the Building Code (or in such other form as notified by the Commonwealth);
         4. the Subcontract with the Subcontractor contains clauses in substantively the same form as the model contract clauses applicable to contractors and subcontractors in relation to the Building Code (or in such other form as notified in writing by the Commonwealth);
         5. the Subcontractor has advised, prior to entering into a subcontract with the Contractor, whether the Subcontractor has within the preceding three year period:
            1. had an adverse decision, direction or order made by a court or tribunal for a breach of a designated building law, work health and safety law or the *Migration Act* 1958 (Cth); or
            2. been required to pay any amounts under an adjudication certificate (provided in accordance with a law relating to the security of payments that are due to persons in respect of Building Work) or owed any unsatisfied judgement debts (including by any Related Entity) to a Building Contractor or Building Industry Participant; and
         6. the Subcontractor has agreed to update the advice referred to in clause 1.f(ii)(5) every six months for the duration of the subcontract between the Contractor and the Subcontractor;
   7. declares that it has provided all of the further information required by Appendix 2 to this Attachment;
   8. declares that:
      1. it and its Related Entities are not covered by an Enterprise Agreement that does not meet the requirements of section 11 of the Building Code (and it must complete question 1 of Appendix 2 to this Attachment);
      2. it is not subject to an Exclusion Sanction;
      3. it has not had an adverse decision, direction or order made by a court or tribunal for a breach of the *Building and Construction Industry (Improving Productivity)* Act 2016 (Cth), a designated building law, work health and safety law or competition and consumer law which has not been stayed or revoked and for which the period for compliance has expired without it having complied with the decision, direction or order;
      4. it has provided as part of its S&Q Quote a Workplace Relations Management Plan (if required) for approval by the ABCC in accordance with Part 6 of the Building Code; and
      5. it will only use products in relation to the Commonwealth Funded Building Work that comply with the relevant Australian standards published by, or on behalf of, Standards Australia, should its S&Q Quote be accepted in relation to the Commonwealth Funded Building Work; and
   9. confirms that all information provided in Appendices 1 and 2 of this Attachment is true and correct at the time of lodging its S&Q Quote.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| 1. Signed for and on behalf of the Contractor: |  |  |  |  |  |
| 1. (signature) |  | 1. (print name and position) |  | 1. (date) |

APPENDIX 2 - INFORMATION REGARDING COMPLIANCE WITH THE BUILDING CODE

1. The Contractor must provide the following information in addition to its Declaration of Compliance:

Note: Compliance with section 11 of the Building Code can be demonstrated by a provision of either an ABCC issued Letter of Compliance or completed Self-Declaration of Eligibility A. More information and relevant templates in respect of this can be found at: <https://www.abcc.gov.au/building-code/contractors/eligibility-tender>

1. Does the Contractor or its Related Entities have an Enterprise Agreement that does not meet the requirements of section 11 of the Building Code?

❑ YES ❑ NO

Please provide details:

**[INSERT]**

Note: Complete the following question and attach the required evidence according to the Contractor's circumstances. See clauses 1 to 6 of this Attachment regarding providing evidence of eligibility to lodge an S&Q Quote for Building Work and the consequences of a failure to provide this evidence. The onus is on the Contractor to establish to the Commonwealth’s satisfaction its eligibility to submit a Quote for S&Q Services.

1. Does the Contractor or its Related Entities have an Enterprise Agreement made or varied (in accordance with section 207 of the *Fair Work Act* 2009 (Cth)) on or after 25 April 2014 that covers the Contractor or its Related Entities in respect of Building Work?

❑ YES ❑ NO

If Yes, the Contractor must:

* 1. attach a:
     1. copy of the letter of compliance issued by the ABCC; or
     2. completed Self-Declaration of Eligibility A (a template of which is available from the ABCC),

only related to the entity that will carry out Building Work in relation to the project;and

* 1. list all Enterprise Agreements made or varied (in accordance with section 207 of the *Fair Work Act* 2009 (Cth)) on or after 25 April 2014 that cover the Contractor or its Related Entities in respect of Building Work:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Name of entity covered by the Enterprise Agreement | Title of Enterprise Agreement that covers the Contractor or its Related Entities in respect of Building Work | Date made or varied (in accordance with section 207 of the *Fair Work Act* 2009 (Cth)) | Fair Work Commission reference | Does the entity have an ABCC letter of compliance (determination) in relation to the agreement? | If no, is the entity entitled to an exemption outlined in Schedule 5 of the Building Code in relation to the Enterprise Agreement? |
| 1. [INSERT] | 1. [INSERT] | 1. [INSERT] | 1. [INSERT] | 1. [YES/NO] | 1. [INSERT] |

If No, the Contractor must complete and attach Self-Declaration of Eligibility A (a template of which is available from the ABCC).

1. Is the Contractor excluded from performing Building Work funded by a State or Territory government? If so, the Commonwealth reserves the right to exclude the Contractor from further consideration in accordance with clause 5 of this Attachment.

❑ YES ❑ NO

Please provide details:

**[INSERT]**

1. Does the Contractor confirm that it and its Related Entities are eligible to perform Commonwealth Funded Building Work at the time of lodging its S&Q Quote?

❑ YES ❑ NO

Please provide details:

**[INSERT]**

1. Does the Contractor positively commit to the provision of appropriate training and skills development for its workforce, and, if so, what evidence can the Contractor supply in relation to this (for example, evidence of its compliance with any State or Territory government building training policies and evidence of its support in the delivery of nationally endorsed building and construction competencies)?

❑ YES ❑ NO

Please provide details:

**[INSERT]**

1. How many current apprentice and trainee employees are engaged or intended to be engaged by the Contractor to undertake the Commonwealth Funded Building Work?

Please provide details:

**[INSERT]**

1. How many and what classes of persons that hold visas under the *Migration Act* 1958 (Cth) are engaged or intended to be engaged by the Contractor to undertake the Commonwealth Funded Building Work?

Please provide details:

**[INSERT]**

1. Has the Contractor within the preceding three years had an adverse decision, direction or order of a court or tribunal made against it for a breach of a designated building law, work health and safety law or the *Migration Act* 1958 (Cth)?

❑ YES ❑ NO

Please provide details:

**[INSERT]**

1. Has the Contractor or its Related Entities within the preceding three years been required to pay any amount under an adjudication certificate (provided in accordance with a law relating to the security of payments that are due to persons in respect of Building Work) to a Building Contractor or Building Industry Participant?

❑ YES ❑ NO

Please provide details:

**[INSERT]**

1. Has the Contractor or its Related Entities within the preceding three years owed any unsatisfied judgement debts to a Building Contractor or Building Industry Participant?

❑ YES ❑ NO

Please provide details:

**[INSERT]**

1. To what extent does the Contractor intend to use domestically sourced and manufactured building materials to undertake the Commonwealth Funded Building Work?

Please provide details:

**[INSERT]**

Note: For questions 12-14, the ‘project’ referred to is the services requested under the S&Q Request, to which the Commonwealth Funded Building Work relates.

1. What is the Contractor's assessment of the whole-of-life costs of the project?

Please provide details:

**[INSERT]**

1. What does the Contractor consider the impact on jobs will be of the project?

Please provide details:

**[INSERT]**

1. Does the Contractor consider that the project will contribute to skills growth?

❑ YES ❑ NO

Please provide details:

**[INSERT]**

APPENDIX 3 - WORKPLACE RELATIONS MANAGEMENT PLAN

Note: The Contractor can find further information regarding WRMPs, including a model WRMP, at the following ABCC website: <https://www.abcc.gov.au/building-code/workplace-relations-management-plans>

1. If Section 1 of Part 1 of the S&Q Request states that a Workplace Relations Management Plan is required, the Contractor shall provide a proposed Workplace Relations Management Plan with its S&Q Quote that meets the requirements described in section 32 of the Building Code (including any matters in Schedule 3 of the Building Code that the ABCC considers necessary) for the approval of the ABCC.
2. Where a Contractor is a consortium, a single Workplace Relations Management Plan must be provided with the Contractor's S&Q Quote, which relates to all entities of the consortium (as applicable).

[WORKPLACE RELATIONS MANAGEMENT PLAN (IF REQUIRED) TO BE PROVIDED AS A SEPARATE DOCUMENT CAPABLE OF ISSUE TO THE ABCC IN ACCORDANCE WITH THE REQUIREMENTS SPECIFIED BY THE ABCC]

1. Insert ‘no’ or if restrictions apply to the use of Technical Data and Software provided as GFM, then cross-refer to an attachment for ‘special conditions’. See also section 8. [↑](#footnote-ref-1)
2. Insert ‘no’ or if Technical Data or Software is to be sourced from an Approved Subcontractor and restrictions would apply to Commonwealth rights, then cross-refer to an attachment for ‘special conditions’. See also section 8. [↑](#footnote-ref-2)
3. Contractor’s markup(s) shall accord with Contract Attachment B, for the relevant order value. [↑](#footnote-ref-3)