

Form AC565(L): General Conditions of Quotation

1. **General:** Quotations should be submitted on the **Request for Quotation** form (the quotation form). All the requested details are to be 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 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 or concerns 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 quotation closing time 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 Rules (CPRs) 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 will occur only when a Purchase Order and Contract is issued. Unsuccessful respondents will be notified of the final decision and may request a debriefing.
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 time 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 quotation closing time will be considered as late and only accepted in limited circumstances consistent with Defence procurement policy.
9. **Procurement Complaints:** In the event respondents wish to lodge a formal complaint regarding this procurement, the complaint is to be directed in writing to: procurement.complaints@defence.gov.au. On the request of the Commonwealth, respondents are to cooperate with the Commonwealth in the resolution of any complaint regarding this procurement.
10. **Reference Material:** Defence-nominated drawings, specifications, samples, information, and other reference material may be obtained from the Contact Officer noted on the quotation form. The respondent is responsible for examining the reference material. At all times the reference material is to remain the property of the Commonwealth. The reference material can only be used for the purpose of preparing the quotation and is to be treated as Commonwealth confidential information in all other respects. The reference material will need to be returned or disposed of securely upon request of the Commonwealth.
11. **Price Basis:** Quotations should be provided at a firm price. The Contract Price will be exclusive of all Value Added Tax and all taxes, duties (including any customs duty) and government charges imposed or levied in Australia. The Contract Price should include the cost of any packaging, marking, handling, delivery FCA Named Point (Incoterms latest edition including the cost of obtaining an export licence if required), and any other applicable costs and charges.
12. **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 is to facilitate any such cost investigation.
13. **Small Business Participation:** Respondents should indicate on the quotation form whether they are a Small Business. 'Small Business' means an enterprise that employs less than the full time equivalent of 20 persons ('full time equivalent' is as defined by the Australian Bureau of Statistics). If the enterprise is an 'associated entity' as defined in section 50AAA of the *Corporations Act 2001* (Cth), this test is applied to the group of associated entities as a whole.
14. **Unpaid Employee Entitlements:** The Commonwealth will not contract with a respondent which has a judicial decision against it (including overseas jurisdictions but excluding decisions under appeal or instances where the period for appeal or payment/settlement has not expired) 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 resultant Contract valued at A\$10,000 or more the Commonwealth will publish at a minimum the following information upon publication: value and date of the Contract; description of the Contract in sufficient detail to identify the nature of the Goods and/or Repair Services; supplier name; and supplier postal address. Contracts valued at A\$100,000 or greater are subject to additional reporting requirements.
16. **Workplace Gender Equality:** In accordance with the Workplace Gender Equality Procurement Principles, for procurements that are at or above the relevant procurement threshold and that do not meet the exemptions set out at Appendix A to the CPRs:
 - a. the Commonwealth will not contract with a respondent who is non-compliant under the *Workplace Gender Equality Act 2012* (Cth); and

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- b. if the respondent is a Relevant Employer, the respondent is to:
 - (i) provide a current letter of compliance issued by the Workplace Gender Equality Agency (WGEA) as part of its response; or
 - (ii) advise that it is a Relevant Employer as part of its response and provide a current letter of compliance issued by WGEA prior to executing any resultant Contract with the Commonwealth.
- 17. **Validity:** Quotations should remain open for acceptance for a period of 30 days from the quotation closing time.
- 18. **Country of Tax Residency:** Respondents are to provide, as part of their quotation:
 - a. the respondent's country of tax residency; and
 - b. the respondent's ultimate parent entity's country of tax residency.

In responding to this clause, if the respondent or the respondent's ultimate parent entity has multiple tax residencies, each of the countries of which they are a tax resident shall be disclosed.

Tie-breaker rules (where an entity is considered a resident of one treaty country only for the purposes of that treaty) are not relevant in determining how to respond to this clause.

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