**Request for Quotation – Minor Works**

|  |  |
| --- | --- |
| **Project Details** |  |
| **Project Name:** | [Insert full project name] |
| **Works Required:** | [Description of works].  Or[See Appendix 1.].  |
| **Completion Date:** | [Insert either completion date, or working days from date of acceptance of this RFQ by ACU] |
| **Defects Liability Period:**  | 12 months  |
| **Working Hours** | Days From (am/pm) - To (am/pm)[insert] [insert] |

|  |  |
| --- | --- |
| **Principal** | Australian Catholic University Limited ABN: 15 050192 660  |
|  | Address: | [Insert] |
|  | Phone: [Insert]  | Facsimile: [Insert] |
|  | Attention: | [Insert]  |
|  | Email: | [Insert] |

|  |  |  |
| --- | --- | --- |
| **Insurances required** |  |  |
|  | Public Liability/Contractor Insurance  | $20 million per occurrence |
|  | Workers Compensation | As required by legislation |
|  |  |  |
|  |  |  |

**Quotation submission**

|  |  |
| --- | --- |
| **Closing Date and Time:** | [ Weekday, DD Month, YYYY] |
|  | Email to: | [Insert Principal’s email or other as directed by ACU ] |

|  |  |
| --- | --- |
| **Quoting Firm**  | Insert name of organisation ABN: XX XXX XXX XXX |
|  | Address: | Insert Street and PO Box [STATE] Postcode |
|  | Phone:  | [work or mobile] |
|  | Attention: | [Name of contractor’s representative] |
|  | Email: | [email of contractor’s representative] |

 **Documents to be submitted with quotation**

|  |  |
| --- | --- |
| 1. Certificate of Insurance (Public Liability)
 | Yes/No |
| 1. OHS Plan
 | Yes/No |
| 1. Environmental Management Plan
 | Yes/No  |
| 1. Work Delivery Plan
 | Yes/No |
| 1. Other [Include title(s) of document]
 | Yes/No |

**Schedule of Fees**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Item** | **Description of Work** | **Unit e.g. (Hours/ day)** | **Fee $ per unit (GST Excl)**  | **Amount $ (GST Excl)** |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
| **LUMP SUM TOTAL**  | **TOTAL** (excl GST) | **$xx,xxx.xx** |

|  |
| --- |
| **Schedule of Rates for Variation Purposes**[The following schedule of rates are provided for the purposes of variations:Resources: Labourer: $ x/hr, tradesman $ x/hrPlant & Equipment: Plant 1: $ x/hr, Equipment 1: $ x/hrOther:   ] |

I hereby agree to satisfactorily undertake the Services to which this Quotation relates at the price stated, and in accordance with the Conditions of Contract and Addenda included herein.

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Position \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Conditions of Quotation**

1. Quotations must be lodged not later than the nominated closing time and date.
2. Quotations submitted after this date may be rejected at the discretion of the Principal.
3. The inclusion in the Quotation of conditions which, in the opinion of the Principal, are contrary to those contained in the Quotation Document may render the Quotation liable to rejection.
4. The Quotation shall remain valid for a period of not less than sixty (60) days after the nominated closing date.
5. The Principal shall not be liable in any circumstances for any costs incurred in the preparation of a Quotation.
6. The Quoting Firm shall be deemed to have visited and examined any works where relevant and to be thoroughly familiar with the conditions thereon and the extent of the Work or Services covered by the Schedule of Fees, Scope of Work or Services and any other Addenda prior to submitting a Quotation. The Contractor shall not be entitled to any adjustment by reason of failure to do so. Arrangements to visit and inspect the site may be made by contacting the Principal.
7. The Quoting Firm shall provide the names and addresses of all Sub-Contractors, if any, proposed to be engaged to carry out any of the Work or Services specified in the Quotation, together with a statement of the respective extent of such sub-contract work.
8. A Quotation is accepted when the Quotation Document is signed by an authorised representative of the Principal and returned to the Quoting Firm and will constitute the entirety of the Contract between the Principal and Contractor.

Minor Works Conditions

# Definitions

**Authority** means a governmental or other authority having jurisdiction over the Works or the Site.

**Confidential Information** means all information and materials, in any form, relating to the Principal, the Works or this Order or which the Principal indicates to be confidential.

**Completion Date** means the Completion Date specified by the Principal in the Request for Quotation – Minor Works.

**Contractor** means the person or corporation engaged whose quotation is accepted together with its agents and/or employees of the Contractor, and shall include successors and permitted assigns as the case may be.

**Contract Price** means the means the fixed lump sum accepted by the Principal adjusted in accordance with the quotation;

**Defect** means any deficiency, flaw, weakness, defect or fault in the works or materials provided.

**Modern Slavery Legislation** means the *Modern Slavery Act 2018* (Cth), the *Modern Slavery Act 2018* (NSW), and any similar legislation in force from time to time in any State of Territory of Australia.

**Order** means the agreement created between the Principal and the Contractor for the performance and execution of the Work contained in the Quotation including the Addenda, if any, and any requirements nominated in the letter of acceptance.

**Owner** means the owner or owners of the Property from time to time.

**Principal** means the party stated on the first page of this Order and its permitted assigns.

**Property** means a commercial or industrial building as identified in this Order at or in which the Site is located and includes anything on or in the Property including buildings and other improvements erected on the Property area and adjacent areas required for access necessary for carrying out the Works;

**Quotation** means the tender in writing to perform and execute the Works.

**Site** means the area reasonably required by and provided to the Contractor where the Works are to be carried out.

**Working Hours** means the days and hours stated in this Order, as may be amended by the Principal from time to time by notice to the Contractor.

**Works** means the work and materials to be provided by the Contractor pursuant to this Order.

# Time

The Contractor must complete this Order by the Completion Date or, in the absence of any such date, within a reasonable time of the Principal accepting the Contractor’s Quotation.

The Contractor is not entitled to any adjustment to the Contract Price or to be paid for any costs, losses, damages or expenses suffered or incurred by it as a result of any delay in the progress of the Works.

# Performance

The Contractor must execute and complete the Works as follows:

### in accordance with provisions of this Order;

### in a proper and workman-like manner, ensuring that the standard and quality of workmanship and materials to be incorporated in the Works are at least of the standard and quality specified in the drawings and specifications;

### in the absence of any other express provision in this Order, any material or standard or workmanship, as the case may be, must be of a kind which is both suitable for its purpose and consistent with the nature and character of that part of the Works in which it is to be used;

### any materials not otherwise specified must be new; and

### in the absence of any standard being specified, the Works must comply with the relevant standard of the Standards Australia Limited.

# Access

4.1 The Principal will make available to the Contractor such access to the Site as is reasonably necessary to undertake and complete the Works.

4.2 Subject to clause 11, the Contractor must only perform the Works during Working Hours.

# Defects and making good

## Any Defect apparent and notified in writing by the Principal to the Contractor within the time period nominated on the first page of this Order (if no time period is nominated, then a period of 12 months) after completion of this Order and which is due to goods or materials or provision of Works not being in accordance with this Order must be made good by the Contractor at the Contractor's sole cost within fourteen (14) days of the notification of the Defect by the Principal.

## If the Contractor fails to rectify the Defect within fourteen (14) days of the notification of the Defect the Principal is entitled to arrange rectification of the Defect by others and may recover from the Contractor as a debt due to the Principal the cost of such rectification.

# Price and Payment

## On the last day of each month the Contractor must submit to the Principal a payment claim in compliance with this clause 6, for the value of the Works executed, equipment delivered and materials so far installed in conformity with this Order less the amount of any previous payments.

## Within 10 business days after receipt of a payment claim, the Principal will issue to the Contractor a payment schedule setting out:

### the amount of the payment, which in the opinion of the Principal, is to be made to the Contractor;

### the calculations employed to arrive at the amount; and

### the reasons for the difference, if the amount is more or less than the amount claimed by the Contractor under clause 6.1.

## The Principal will require GST compliant “Tax Invoices” for all supplies of Works, goods or services relating to this Order and the issued purchase order number must be listed on each invoice. Non-compliant invoices will be returned to the Contractor and neither a payment schedule nor payment will become due. If a Contractor does not have an ABN or has not registered for GST it will be necessary, by law, to deduct 48.5% from payment and forward this to the Australian Taxation Office.

## Subject to Clause 6.3, the Principal must pay the payment amount set out in a payment schedule under clause 6.2 to the Contractor:

### if the Property is located in NSW, ACT or QLD - within 15 business days after receipt of a payment claim under clause 6.1; or

### if the property is located in VIC or SA – within 21 business days after receipt of a payment claim under clause 6.1.

## Payments are made on account of the Contract Price and will not deem acceptance of the Work in whole or in part.

## Without limiting other rights of the Principal under this Order, the Principal may deduct from a payment claim or from other moneys owed to the Contractor an amount sufficient to cover the Principal’s estimated costs of rectifying any Defect or other amounts which are or may be owed by the Contractor to the Principal.

## If the Contractor claims payment for plant or materials intended for incorporation in the Works but not yet incorporated, the Principal will not be obliged to make payment for such plant or materials but the Principal may in its absolute discretion make payment, if the Contractor establishes to the Principal’s satisfaction that:

### the Contractor has provided security equal to the payment claimed for the plant or materials;

### such plant or materials have reasonably but not prematurely been delivered to the Site;

### ownership of such plant and materials will pass to the Principal upon the making of the payment claimed; and

### such plant or materials are properly stored, labelled the property of the Principal and adequately protected and insured.

## The Contractor must ensure that upon payment to the Contractor of the amount claimed, the plant or materials the subject of the payment claim become the property of the Principal free of any lien, charge, security interest under the *Personal Property Securities Act 2009* (Cth) or any other encumbrance. If the Contractor has provided to the Principal security for payment for plant or material, the Principal must release the security to the Contractor once the plant or materials are incorporated into the Works and are free from Defects.

6.8 The Contractor irrevocably chooses the Resolution Institute as the "authorised nominating authority" for any adjudication application it may make.

# Insurance and Indemnity

## The Contractor must maintain insurance which at all times covers the liability of the Contractor, its employees and agents to the public for an amount not less than the amount stated in this Order in respect of personal injury to or death of any person whatsoever and in respect of any injury, loss or damage to any property real or personal including property owned by the Principal, the Owner or either of their employees, tenants and invitees, where the injury, death, loss or damage arises out of or is caused by the Works.

## The Contractor must take out and maintain workers’ compensation insurance as required by law.

## The Contractor must provide the Principal with evidence of the terms and currency of the insurances referred to in this Order prior to commencing the Works and on each anniversary of the commencement date of the Works or from time to time when requested by the Principal.

## The Contractor indemnifies the Principal and the Owner against, and must compensate the Principal and Owner in respect of, any claim, liability or loss in respect of personal injury to or death of any person or loss or damage to any property (including property of the Principal and the owner) or consequential economic loss arising out of or in connection with the Works, to the extent that the same is due to the negligence, default or breach of the Contractor.

7.5 The indemnity in clause 7.4 will survive termination or expiry of this Agreement.

# Statutes and Regulations

## The Contractor at its own expense must comply with all statutes, ordinances, regulations, requirements and by-laws of any Authority having jurisdiction over the subject matter of this Order and must pay all fees and charges applicable. The Contractor must comply with all legislative requirements and the requirements of any Authority.

## Without limiting clause 8.1, the Contractor must:

1. if any Modern Slavery Legislation is applicable to the Contractor, comply with such legislation;
2. in any event, facilitate the Principal complying with any of the Modern Slavery Legislation applicable to the Principal, by reporting in a timely manner and providing all information concerning the Contractor’s supply chain and that of its subcontractors and suppliers which the Principal or the Superintendent may acting reasonably require, such reporting and other information being provided no later than 60 days after expiry of the period to which the reporting relates to, or earlier where required in order for the Principal to meet its obligations under the applicable Modern Slavery Legislation; and
3. ensure that such reporting and other information is accurate, complete and in such form as the Principal or Superintendent in their discretion requires.

# Occupational Health and Safety

## The Contractor must as far as practicable in connection with the execution of the Works ensure the health and safety of all persons including without limitation, members of the public, the Contractor’s employees, subcontractors and agents.

## The Contractor acknowledges and agrees that it is fully familiar with and in undertaking the Works must comply with all requirements of all applicable health and safety legislation.

## The Contractor must at the request of the Principal and in any event prior to undertaking any work that is likely to be deemed to be of medium to high risk provide evidence in writing of health and safety policies and procedures implemented or to be implemented by or under this Order in the performance of the Works, including without limitation risk assessments and safe work method statements.

## The Contractor must ensure that persons employed or engaged in the performance of the Works are provided with safe systems of work, adequate welfare facilities and such instruction, training and supervision as is necessary to enable the Works to be conducted without risk to health and safety of any person.

## The Contractor must ensure that it undertakes a formal Occupational Health & Safety site induction for each Property prior to any works commencing.

# Variations

## The Contractor must not make any change or variation to the Works without the prior written approval or instruction of the Principal.

## If the Contractor considers any instruction or direction, whether in writing or otherwise amounts to a variation it must forthwith and in any event within seven (7) days notify the Principal in writing. If the Contractor fails to comply with this clause and proceeds with work the subject of the instruction or direction the Contractor will have no entitlement to any adjustment to the Contract Price as a result of that instruction or direction.

## If the Principal directs the Contractor to vary the Works the Contractor must forthwith notify the Principal of the anticipated cost of the variation and seek to reach agreement as to the cost of the variation prior to proceeding with the variation. If the parties are unable to agree the cost of the variation a reasonable adjustment to the Contract Price as determined by the Principal will apply.

# Disruption

## The Contractor acknowledges that the Works are to be carried out within or adjacent to the Property which is open and is intended to remain open for business throughout the carrying out of the Works.

## The Contractor agrees that all unduly noisy, dusty or otherwise disruptive works must only be carried out after the Contractor has obtained the prior approval of the Principal as to the time and manner in which those works are to be undertaken.

## The Contractor must take all reasonable steps to minimise or avoid disruption and/or inconvenience to any tenants, visitors or invitees to the Property, including in respect of roads, footpaths and access to the Property.

## The Contractor must ensure that there is no risk to the environment or the health, safety and welfare to any tenants, visitors or invitees to the Property and must ensure that no person is exposed to a risk to his or her safety or health arising out of or in connection with the carrying out of any tenant’s business at the Property and any Works in, at, to or about the Property.

## The Contractor acknowledges that the Contract Sum is deemed to include due allowance for undertaking works in accordance with this clause and otherwise in such a manner as is reasonably necessary in order to avoid disrupting or unduly inconveniencing tenants, their visitors and invitees.

## The Contractor must comply with any direction the Principal acting reasonably may give in respect of minimising or avoiding disruption or inconvenience to tenants, visitors and invitees. The Contractor must ensure its employees and those of its subcontractors observe and follow the Principal’s directions at all times including in relation to parking, access, storage of materials, security, cleaning up, protection works, safety, use of sanitary conveniences and other facilities and other like matters.

## The Contractor acknowledges and agrees that the Principal’s decision on when and how the works can be undertaken is final and binding provided the Principal has acted reasonably under this clause in making that decision and will give the highest priority to avoiding disruption to tenants, their businesses, visitors and invitees.

# Dispute Resolution

## If any dispute or difference arises between the parties as to any matter arising under or in connection with this Order, then either party may give to the other notice in writing setting out the particulars of the dispute (Notice of Dispute). The giving of a Notice of Dispute is a condition precedent to the commencement by either party of proceedings with regard to the matters in dispute.

* 1. If the dispute is not resolved by negotiation between the parties within ten (10) days after service of the Notice of Dispute, either party may refer the dispute to litigation.

# Default

## If the Contractor:-

### fails to diligently commence and proceed with the Works without reasonable cause; or

### commits a substantial breach of this Order,

the Principal may serve on the Contractor notice in writing specifying the breach and if the breach is not remedied within 5 days the Principal may by further notice in writing to the Contractor immediately suspend the Works or cancel this Order.

## If the Principal suspends the Works and the breach remains unremedied the Principal may at any time by further notice in writing to the Contractor cancel this Order.

## If:-

### the Contractor being a company has a provisional liquidator, liquidator, receiver, receiver and manager, official manager or any like person appointed to it,

### an order is made or a resolution is passed winding up the Contractor, except for the purpose of reconstruction or amalgamation and with the prior written consent of the Principal,

### a creditor or agent of a creditor takes possession of any asset or the undertaking of the Contractor,

### the Contractor is or makes a statement from which it may be reasonably deduced that the Contractor is insolvent, or

### anything occurs which is analogous or has a substantially similar effect to any of the events specified above,

the Principal may by notice in writing to the Contractor forthwith suspend the Works and/or at any time by notice in writing to the Contractor terminate this Order.

# Termination for convenience

## Without prejudice to any of the Principal’s other rights under this Order, the Principal may, for its sole convenience, terminate the Order at any time by giving the Contractor at least 7 days written notice. Immediately on receipt of the notice, the Contractor has a duty to avoid incurring new obligations and to mitigate existing obligations in order to minimise the cost incurred.

## Upon termination of the Order under this clause 14, the Contractor will be entitled to payment of such reasonable, unavoidable and direct costs actually incurred by the Contractor directly and solely as a result of the termination (subject to its duty to mitigate such cost); and

## If the Principal terminates the Order pursuant to this Clause 14, it may engage others to undertake the Works.

# Notices

Any notice, approval, consent or other communication to be given under this Order must be given or served in writing and may be delivered by hand, transmitted by facsimile or sent by prepaid post to the other party at its address appearing in this Order. Notices are deemed to be properly given or served on the date of hand delivery or facsimile transmission or, if posted, on the second business day following posting.

# Assignment

The Contractor must not assign this Order or any part or parts of it without the prior consent in writing of the Principal.

# Applicable law

The laws in force in the State or Territory in which the Property is located will govern this Order.

# Warranties

The Contractor must on completion of the Works assign and deliver up to the Principal all manufacturers’ warranties and guarantees. The Contractor must meet all costs of and incidental to the transfer of its warranties and guarantees to the Principal so as to ensure all such warranties and guarantees are effective and enforceable by the Principal.

# Goods and Services Tax

Unless otherwise stated the prices quoted are inclusive of GST. Where required by *A New Tax System (Goods and Services Tax) Act 1999* and/or any other Act relating to the imposition or administration of a goods and services tax(“GSTlaw”) or upon reasonable request by the Principal, the Contractor must issue a tax invoice which enables the Principal, to claim a credit or refund of the GST payable.

# Confidentiality

The Contractor must, except as required by Law, keep confidential and not disclose to any person, the Confidential Information.

# Entirety of Contract

This Quotation including the Conditions of Contract herein, and Addenda, constitute the entirety of the contract documentation between the Principal and Consultant.

Any additional terms and conditions are submitted as part of the Quotation are excluded and do not form a part of the contract documentation between the Principal and Consultant.

This Quotation submitted by the Quoting Firm is hereby accepted by the Australian Catholic University by its Authorised Representative:

Signed: …………………………………………….

Name of ACU
Authorised Representative: ……………………………………………..

Position: ……………………………………………..

Date: ……………………………………………..

**Appendix 1:** Project Brief

[Insert additional details and include reference back to front page in Project Details]