



## Request for Quotation (RFQ) for Services Outside of Australia

In this RFQ, the term “**Quotation**” means any document, including the documents set out at Schedule 3, submitted by a Respondent in response to this RFQ.

1	<b>Quotation Reference:</b>	Provision of Café and Catering Services at the Australian High Commission, Port Moresby, Godwit Road, Waigani, NCD
2	<b>RFQ Title:</b>	Café and Catering Services
3	<b>RFQ Release Date:</b>	[Date that quote was released DDMMMYYYY]
4	<b>Quotations Close:</b>	[DDMMMYYYY], [HH:MM(AM/PM), [TIME_ZONE]]
5	<b>Quotation Validity Period:</b>	No less than <b>60 days</b> from closing date.
6	<b>Proposed Commencement Date:</b>	1 November 2023
7	<b>Options to Extend:</b>	2 x periods of 12 months each
8	<b>Milestones:</b>	Nil
9	<b>Delivery Location:</b>	Section 456 Allotment 08, Portion 1797, Godwit Street, Waigani, NCD
10	<b>DFAT Contact:</b>	1. Quinn Franklin-Roberts, Second Secretary and Consul, 7090 0116, <a href="mailto:Quinn.Franklin-Roberts@dfat.gov.au">Quinn.Franklin-Roberts@dfat.gov.au</a> ; 2. Rei Vagi, Procurement & Leasing Manager, 7090 0354 <a href="mailto:Rei.Vagi@dfat.gov.au">Rei.Vagi@dfat.gov.au</a> ; Alternative contact: <a href="mailto:PortMoresby.Tender@dfat.gov.au">PortMoresby.Tender@dfat.gov.au</a>
11	<b>Address for Notices / Invoices:</b>	Australian High Commission Locked Bag 129, Waigani, NCD <a href="mailto:Port-Moresby.Procurement@dfat.gov.au">Port-Moresby.Procurement@dfat.gov.au</a>
12	<b>Quotation Issued By:</b>	Rei Vagi, Procurement & Leasing Manager, 7090 0354, <a href="mailto:Rei.Vagi@dfat.gov.au">Rei.Vagi@dfat.gov.au</a> and <a href="mailto:PortMoresby.Tender@dfat.gov.au">PortMoresby.Tender@dfat.gov.au</a>
13	<b>Quotation Submission Method:</b>	Respondents submitting a Quotation must provide it to <a href="mailto:PortMoresby.Tender@dfat.gov.au">PortMoresby.Tender@dfat.gov.au</a> by the Quotations Close Date above.

14	<b>Quotation Submission Format:</b>	<p>Respondents must complete and execute the <u>Attachment 2 - Respondent's Deed</u> in Schedule 1</p> <p>Respondents submitting a Quotation should:</p> <ol style="list-style-type: none"> <li>1. provide their details by completing the form at <u>Attachment 1 (<b>Respondent's Details</b>)</u></li> <li>2. provide details of how they would provide the Services by completing <u>Attachment 3 (Service Delivery)</u> and addressing the requirements listed in <b>Schedule 1 (Service Requirements)</b>.</li> <li>3. a company profile of not more than three (3) pages, which includes proof of current PNG IRC and current PNG IPA registration, outlines your capacity and experience to undertake the requirements and demonstrates industry experience and expertise in providing similar café or catering services;</li> <li>4. Provide indicative samples of a lunch menu, a café menu (food available outside of lunch hours) and a catering menu including prices which reflect requirements outlined in Attachment 1;</li> <li>5. Provide an outline of your food and beverage related policies and practices, including procurement, safe food handling and cleaning;</li> <li>6. Provide a proposed staffing profile to deliver the service and a short description of the role each staff will have;</li> <li>7. A copy of the CV for key personnel proposed to undertake the Service (if relevant to the Service);</li> <li>8. [a one (1) page list of three (3) referees, whom DFAT may contact to support any claims made];</li> </ol>
15	<b>Quotation Evaluation Criteria:</b>	<p>Quotations will be evaluated to identify the Quotation that represents best value for money on the basis of the following four criteria:</p> <ol style="list-style-type: none"> <li>1. Extent to which the Respondent's response to the RFQ (Quotation) meets DFAT's Service Requirements. The Service Requirements are set out in Schedule 1</li> <li>2. Extent to which the Respondent demonstrates its capability and capacity to provide the Service Requirements. The Service Requirements are set out in Schedule 1</li> <li>3. Whole of life costs to be incurred by DFAT</li> <li>4. The extent of the Respondent's compliance with the Draft Contract. The Draft Contract is set out in Schedule 4</li> </ol> <p>Respondents should address each of the above evaluation criteria by completing the documents at Schedule 3.</p> <p>The evaluation criteria are not specified in any order of importance. DFAT may take into account information provided by a Respondent in response to one criterion in its evaluation of another criterion.</p> <p>DFAT is not bound to accept the lowest priced (or any) Quotation.</p>

## **SCHEDULE 1 –Service Requirements**

### **Provision of Café and Catering Services at the Australian High Commission, Port Moresby, Godwit Road, Waigani, NCD**

#### **1. INTRODUCTION**

- 1.1 The Commonwealth of Australia, represented by the Department of Foreign Affairs and Trade (DFAT) [acting through Australian High Commission, Port Moresby] has a requirement for the provision of Café and Catering Services for its operations in Port Moresby ('Services').
- 1.2 The purpose of this Attachment is to communicate DFAT's requirements and standards for the work to be carried out under any resultant Contract and to allocate work responsibilities between DFAT and the successful Respondent.

#### **2. BACKGROUND**

- 2.1 The AHC requires a suitably qualified and experienced Contractor to provide the Services at its Chancery complex on Godwit Road, Waigani.
- 2.2 The Chancery complex accommodated approximately 100 staff on any business day, comprised of around 85 Australian-based staff and 115 locally engaged staff. DFAT anticipates approximately 50 to 75 meals, mainly lunch and some breakfast meals being purchased every day by staff, in addition to snacks, coffees and other drinks.
- 2.3 The successful Respondent will be required to operate the AHC's cafeteria and cater for events and functions at the AHC on an ad hoc basis.
- 2.4 The AHC will provide a fully-functional kitchen and the successful Respondent will be required to provide sufficient staff with appropriate skills, and other specialty equipment and resources to deliver the Service.
- 2.5 DFAT will not charge any rent covering the use of the facilities, nor seek any recovery for the cost of utilities for the duration of the contract.

#### **3. THE SERVICES**

- 3.1 The successful Respondent will be required to:
- (a) operate the AHC cafeteria from 7:30am to 3:30pm, Monday to Friday excluding public holidays authorised by the High Commission (14 per year);
  - (b) provide lunches from 11:00am to 2:00pm each day; and
  - (c) cater for events and functions at the AHC as requested by High Commission officers on an ad hoc basis. This service is to be offered on a non-exclusive basis agreed between the successful Respondent and the AHC.
- 3.2 The cafeteria menu options should include the following:
- (a) light food options during opening hours (including pastries, fruit and other healthy options) together with barista quality coffee;
  - (b) lunches from 11:00am to 2:00pm each day;
  - (c) a daily lunch menu that includes:
    - (i) hot and cold options appropriate to suit both PNG national and Australian staff – both pre-prepared and made to order options;
    - (ii) salads and sandwiches – both pre-prepared and made to order options;

## SCHEDULE 1 –Service Requirements

	<ul style="list-style-type: none"><li>(iii) food options for varied diets (eg vegetarian, salads and other healthy options).</li><li>(d) lunch options that:<ul style="list-style-type: none"><li>(i) include eat-in and takeaway;</li><li>(ii) range from light to hearty meals; and</li><li>(iii) suit a range of budgets.</li></ul></li></ul>
3.3	<p>DFAT will not be responsible for setting prices for food and beverages purchased by customers.</p> <ul style="list-style-type: none"><li>(a) the successful Respondent will be responsible for ensuring that such prices are fair and reasonable including for PNG nationals, and to reflect the fact that the successful Respondent is not incurring costs for rent, utilities or the maintenance and replacement of provided equipment;</li><li>(b) the successful Respondent will be required to forward any proposed changes to food and beverage prices to the DFAT Contract Manager in writing giving a minimum of two weeks' notice of the proposed changes to minimise misunderstanding among staff.</li></ul>
3.4	<p>The successful Respondent will be required to:</p> <ul style="list-style-type: none"><li>(a) provide appropriately skilled staff wear clean, smart and consistent uniforms at all times, who are experienced and knowledgeable regarding food including food safety, and are customer focussed;</li><li>(b) arrange for induction and training for all its staff on the use of all equipment, including safety, hygiene and food handling at its own expense;</li><li>(c) train its staff in all aspects of Workplace Health and Safety (WHS), in accordance with the successful Respondent's and AHC's WHS management plans;</li><li>(d) support and participate in the AHC's Building Emergency Procedures including training and trial evacuation procedures as required. Details of these and other key WHS documentation will be provided to the successful Respondent during mobilisation.</li></ul>
3.5	<p>The successful Respondent will be required to operate the cafeteria at its own cost including: the provision of stationery, staff uniforms, linen, food &amp; beverage for it staff and other resources required for the delivery of the Service;</p> <ul style="list-style-type: none"><li>(a) all costs and training associated with its employed personnel;</li><li>(b) where practicable, seek environmentally friendly options for consumables, including but not limited to, removing single use plastics and restricting throw away coffee cups and containers.</li></ul>
3.6	<p>The successful Respondent may be engaged to provide ad hoc catering services for events and functions (including training programs, seminars etc) being conducted at the AHC, noting:</p>

## SCHEDULE 1 –Service Requirements

- (a) food and beverage options should range from a simple tea/coffee/snack service to lunches;
  - (b) charges for ad hoc catering should be competitive and calculated on a per head basis;
  - (c) the successful Respondent will be permitted to use the facilities for the preparation of food to be provided for the ad hoc catering;
  - (d) the successful Respondent is strictly not permitted to use the facilities for the preparation of food and beverages for any other client other than the AHC.
- 3.7 DFAT will maintain the facility in good and proper operating order and will repair any damage due to fair wear and tear (determined as acceptable damage caused by normal use):
- (a) DFAT will not be responsible for loss or damage arising from accident, misuse or negligence involving the successful Respondent or its employees, agents or contractors, or accidental or malicious loss or damage by third parties;
  - (b) the successful Respondent will be required to notify the DFAT Contract Manager immediately of any damage, loss, defect or deficiency in AHC supplied equipment as specified in Clause 7, for DFAT to arrange for repair or replacement as required.
- 3.8 The successful Respondent will be responsible for the daily cleaning of the cafeteria facilities and removal of waste from the facilities at its own expense:
- (a) cleaning of the cafeteria facilities includes the food preparation areas, servery, cooking filters and storage areas;
  - (b) garbage and trade waste is to be disposed in such a manner so as to minimise inconvenience, whether from odours, leakages or otherwise. Safety hazards to staff and visitors of the AHC must be avoided;
  - (c) all garbage is to be removed promptly, as discretely as possible and to the extent possible, outside of normal AHC operating hours;
  - (d) in the event that the successful Respondent fails to clean the facilities or remove waste to the satisfaction of DFAT, DFAT may, at the successful Respondent's expense provide cleaning and waste removal services to achieve an acceptable standard.
- 3.9 Responsibilities for the equipment will be as follows:
- (a) DFAT will be responsible for the provision and maintenance of all kitchen equipment as listed in Clause 7;
  - (b) DFAT will be responsible for the provision of sufficient kitchen utensils, crockery, cutlery and glassware as listed in Clause 7;
  - (c) the successful Respondent will be responsible for the provision and maintenance of any other equipment required to operate the cafeteria other than what will be provided by DFAT as attached in Clause 7.

## SCHEDULE 1 –Service Requirements

- 3.10 The successful Respondent will be responsible for the following security requirements:
- (a) Police clearances – provide to the AHC completed police checks no more than six months old of all its employees and sub-contractors. The successful Respondent will bear the cost of obtaining police checks and all police checks must be submitted no later than two weeks prior to the commencement of the Service;
  - (b) Security requirements – ensure that all its employees and sub-contractors comply with:
    - (i) the AHC’s security instructions; and
    - (ii) any directions issued by the AHC officials in relation to security.

### 4. CONTRACT DELIVERABLES

- 4.1 The successful Respondent will be required to deliver to DFAT the Services outlined in Clause 3 of this agreement;
- 4.2 The successful Respondent will be required to perform the Services in accordance with Clause 6 of this agreement.

### 5. MEETING REQUIREMENTS

- 5.1 The successful Respondent will be required to attend the meetings as detailed below, unless otherwise agreed by both parties in writing.

Meeting Type	Location	Frequency
Face to face quarterly meetings	AHC, Port Moresby	Quarterly on the first business day of the first month of each quarter or as agreed
Face to face ad hoc meetings	AHC, Port Moresby	Ad hoc (as and when required)

### 6. PERFORMANCE STANDARDS

- 6.1 The successful Respondent will be required to deliver the Services to the performance standards detailed below.

Contractor Obligation	Performance Description
Delivery of the Service	Deliver the Service in a manner that is: <ul style="list-style-type: none"><li>a) safe, prudent and reasonable; and</li><li>b) in accordance with good professional standards applicable to Australian food industry standards.</li></ul>
Performing the Service	Use its best reasonable efforts to perform the Service to the AHC in an efficient, trustworthy and professional manner
Staff performance	Ensure that its staff at all times:

## SCHEDULE 1 –Service Requirements

	<ul style="list-style-type: none"> <li>a) provide quality customer service;</li> <li>b) are courteous and prompt in delivery of the Service;</li> <li>c) are at all times professional in their appearance and conduct.</li> </ul>
Assist the AHC in accomplishing the appropriate level of oversight	Work in partnership and co-operation with the AHC as appropriate in self-assessment processes. This work will include, but not limited to the development and execution of self-assessments and utilization of the results for continuous improvement together with customer feedback surveys.
Self-assessments	Conduct on-going self-assessments as the principal means of determining its performance with the contract Service Requirements
Customer feedback & satisfaction	Conduct annual surveys to determine customer satisfaction and maintain a supply of customer feedback/comment cards displayed in the cafeteria.
Report on customer feedback	Report to the AHC Contract Manager on a quarterly basis on all AHC client written feedback received and confirm performance standards are being met: <ul style="list-style-type: none"> <li>a) quality customer service;</li> <li>b) courteous and prompt delivery of services;</li> <li>c) professional appearance and conduct of all café staff;</li> <li>d) quarterly cleanliness walkthroughs completed by AHC property staff.</li> </ul>
Comply with applicable food safety regulations.	Comply with all applicable requirements of the <a href="#">ACT Food Safety Regulation</a> .

## SCHEDULE 1 –Service Requirements

### 7. DFAT ITEMS

7.1 To assist with provision of the Services, DFAT will provide the successful Respondent with the following DFAT Items at the times and places detailed below:

Item	Brand	Quantity
<b>Equipment</b>		
Dishwasher	Smartwash 500	1
Deep Fryer	Luus	1
2 Burner Grill	Cobra	1
4 Burner Stove	Zanussi	1
Glass Display Fridge	Berjaya	1
Glass Display Fridge	Akira	1
Upright Freezer	Westinghouse	3
Fridge	Westinghouse	1
Food Chiller - Glass Display Unit	Berjaya	1
Trolley	Oxford	1
Instant Boiling Water Unit (Hydroboil)	Zip Hydrotap	1
Kitchen Top	-	1
Bench Top	-	1
Dishwasher (new)	Fagor	1
Grill	Roband	1
Oven	Moffat Turbofan	2
<b>Crockery &amp; Cutlery</b>		
Round plates (large) [white]	-	31
Round plates (medium) [white]	-	42
Round plates (small) [white]	-	29
Rice Bowls (white)	-	10
Round plates (large) [sage green]	-	52
Round plates (medium) [sage green]	-	11
Round plates (small) [sage green]	-	47
Rice bowls (sage green)	-	28
Coffee/ tea cup 200ml (sage green)	-	81
Forma Latte cup 200ml (sage green)	-	51
Intorno Mug 400ml (sage green)	-	45
Dessert forks (sage green)	-	39
Dessert knives (sage green)	-	60
Dessert spoons (sage green)	-	113

## SCHEDULE 2 - General Conditions of Quotation for Services Procured Outside of Australia

1. **General:** Quotations should be submitted on the forms set out in Schedule 3 (Quotation) of the **Request for Quotation for Services outside of Australia**. All the requested details are to be provided in English. Respondents submit the quotation subject to these **General Conditions of Quotation for Services procured outside of Australia** and Schedule 4 (Draft Contract: **Contract for the provision of Services outside of Australia**), subject to any exceptions noted in their Statement of Compliance with Draft Contract at Attachment 3. DFAT may not accept a quotation and may not issue a contract.

time will be considered as late and only accepted in limited circumstances consistent with Commonwealth procurement policy: [Commonwealth Procurement Rules](#). Respondents should leave sufficient time to lodge their Quotation. If lodged by email, the Respondent should contact the DFAT Contact Officer to confirm receipt of its response. All files should sufficiently identify the Respondent by including their name. In order to be accepted by the DFAT email gateway, the Respondent's email / files should not exceed 5MB in size. If the Respondent's email / files exceeds this amount, the Respondent should send multiple emails with each email and files sufficiently identified (i.e. email 1 of 2, email 2 of 2). Respondents should ensure that transmission of all files is completed and received by DFAT before Quotation Close.
2. **Disclaimer:** The RFQ is an invitation to treat and is not to be taken to be or relied upon as an offer capable of acceptance by any person or as creating any form of contractual (including a process contract), quasi contractual, restitutionary or promissory estoppel rights, or rights based on similar legal or equitable grounds, whether implied or otherwise.
3. **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 DFAT Contact Officer noted on the quotation form. If DFAT amends or clarifies any aspect of this RFQ under this clause prior to the quotation closing time then DFAT will issue a formal amendment to the RFQ in the same manner as the original RFQ.
4. **Clarification:** DFAT may, at any time during the quotation process, 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.
5. **Alternatives:** Offers for alternatives can be submitted where the option to do so was included in the RFQ or agreed in writing with DFAT prior to the submission of the quotation. Alternatives should be submitted with full technical details to enable them to be evaluated.
6. **Evaluation and Acceptance:** Quotations will be evaluated to identify a quotation that represents best value for money on the basis of the evaluation criteria set out in item 15 of the RFQ. Acceptance of a quotation will occur only when a contract is issued. Unsuccessful Respondents will be notified of the final decision and may request a debriefing.
7. **Lodgement:** The closing time for submission of quotations is at the time and date specified on the quotation form at item 4, 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
8. **Reference Material:** DFAT-nominated specifications, samples, information, and other reference material may be obtained from the DFAT 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 DFAT. 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 DFAT.
9. **Price Basis:** Quotations should be provided at a firm price. The Contract Price will be inclusive of all taxes, duties and government charges imposed or levied. The Contract Price should include the cost of any packaging, marking, handling, freight and delivery, insurance and any other applicable costs and charges.
10. **Cost Investigation:** For the purposes of establishing that the quoted price is fair and reasonable and constitutes value for money for DFAT, DFAT staff may, prior to the formation of any resultant Contract, conduct a cost investigation of the quoted price.
11. **Unpaid Employee Entitlements:** DFAT 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.
12. **Validity:** Quotations should remain open for acceptance for a period of 60 days from the quotation closing time.

**SCHEDULE 3 - Quotation**

**Attachment 1 – Respondent’s Details**

<b>For Completion by Respondents to Accompany Their Proposal</b>	
<b>Company / Organisation Name:</b>	<Respondent to provide verifiable legal name>
<b>Company Number or Registration Number:</b>  (i.e., ABN/ACN/ABRN or local country equivalent)	<Respondent to provide verifiable registered business number>
<b>Company / Organisation Contact:</b>	<Respondent to specify lead contact name, telephone, email> <Respondent to specify alternate name, telephone, email>
<b>Address for Notices:</b>	<Respondent to specify postal address and an email>

**SCHEDULE 3 - Quotation**

**Attachment 2 – Respondent’s Deed**

**Note to Respondents:** Respondents must complete this Respondent’s Deed (noting fields in blue highlighting) and include it in their Quotation response. Amendments may only be made where necessary to complete the Deed.

**DEED POLL**

Date: ^insert date^

By: ^insert full legal name of Respondent^ (Respondent)

**Context**

Request for Quotation in relation to ^details^ (RFQ).

**Compliance with RFQ**

The Respondent represents that it has read and understood the RFQ, and that its response to this RFQ (**Quotation**) is submitted on the basis that they comply with the RFQ, including without limitation the General Conditions of Quotation for Services Procured Outside of Australia attached at Schedule 2. The Respondent agrees that any resultant Contract will be on the terms of the Draft Contract: General Conditions of Contract for the Supply of Services attached at Schedule 4 (**Draft Contract**), subject to any exceptions noted in their response to the Statement of Compliance at Attachment 3 (Service Delivery).

**Offer**

The Quotation constitutes an offer (**Offer**) to provide the Services on the terms and conditions set out in the Draft Contract, subject to any exceptions noted in its Statement of Compliance with the Draft Contract submitted as part of its Quotation, and accordingly is capable of immediate acceptance by DFAT so as to form a binding contract.

The Offer remains open for acceptance by DFAT for the Quotation Validity Period. The Respondent undertakes not to withdraw, vary or otherwise compromise the Offer during the Quotation Validity Period.

**Conflict of Interest**

The Respondent represents that, having made all reasonable enquiries the following represents its only known actual or potential conflicts of interest in respect of the RFQ, its Quotation or the provision of the Services:

- ^Insert list or, where no conflict exists, write ‘none’^

The Respondent undertakes to advise DFAT in writing immediately upon becoming aware of any actual or potential conflicts of interest in respect of the RFQ, its Quotation or the provision of the Services.

**SCHEDULE 3 - Quotation**

**Employee entitlements**

The Respondent represents that, having made all reasonable enquiries, as at the date of this declaration, it is not subject to any judicial decisions or any resulting order relating to employee entitlements (including in overseas jurisdictions but excluding decisions under appeal or instances where the period for appeal or payment/settlement has not expired) which claims have not been paid.

EXECUTED AS A DEED POLL for the benefit of the Commonwealth of Australia

Dated this ^insert day^ day of ^insert month^ 20^year^

SIGNED SEALED AND  
DELIVERED for and on behalf of  
^insert Company name and ABN^  
in accordance with the  
requirements of section 127 of the  
Corporations Act 2001 (Cth) by:

Signature of Director

Signature of Director/Secretary

^Name of Director^

Name of Director/Secretary

**SCHEDULE 3 - Quotation**

**Attachment 3 – Service Delivery**

<p><b>Proposal</b></p> <p>&lt;Respondent to outline proposal here and should explain in detail how they would provide the Services to meet the requirements set out in Schedule 1 (Service Requirements) or refer to a separate attachment&gt;</p>														
<p><b>Pricing</b></p> <p>&lt;Respondent to outline proposal here in response to <i>Schedule 1 (Service Requirements)</i> or refer to separate attachment or complete the <i>Respondents Proposed Labour Rates Table</i>&gt;</p> <p>&lt;Respondent should outline assumptions, inclusions / exclusions&gt;</p>														
<p><b>Statement of Compliance with Draft Contract</b></p> <p>Respondents should indicate (in the table below) compliance with each provision of the Draft Contract including all schedules and attachments by completing the table below titled 'Compliance with Draft Contract'. <b>Respondents should note that the extent of non-compliance will be a factor in the evaluation process.</b></p> <p>The compliance statement will form the basis for any contract negotiations that may occur with the Respondent.</p> <p>Respondents should indicate their level of compliance with each provision using one of the terms “complies”, “does not comply”, “partially complies” and “not applicable”. These terms have the following meanings:</p> <table style="width: 100%; border: none;"> <tr> <td style="padding-left: 20px;"><b>complies</b></td> <td>means that the Respondent will comply without amendment</td> </tr> <tr> <td style="padding-left: 20px;"><b>does not comply</b></td> <td>means that the Respondent will not comply without amendment</td> </tr> <tr> <td style="padding-left: 20px;"><b>partially complies</b></td> <td>means that the Respondent will comply partially and that some amendment is required</td> </tr> <tr> <td style="padding-left: 20px;"><b>not applicable</b></td> <td>means that the provision does not apply to the Respondent or is to be completed (e.g. the schedule item dealing with fees).</td> </tr> </table> <p>Where a Respondent does not comply or only partially complies with a provision, the extent of non-compliance and reasons should be stated in full. Specific language of any proposed amendments, including any deletions or additional provisions should also be provided. The Respondent will be taken to be, and assessed as, compliant with any provision, schedule or attachment which it does not list in the compliance statement.</p> <p><b>Compliance with Draft Contract</b></p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr style="background-color: #e0e0e0;"> <th style="width: 20%; padding: 5px;">Paragraph/ schedule/ attachment</th> <th style="width: 40%; padding: 5px;">Nature of compliance</th> <th style="width: 40%; padding: 5px;">Proposed wording of any amendment to the provision</th> </tr> </thead> <tbody> <tr style="height: 20px;"> <td></td> <td></td> <td></td> </tr> </tbody> </table>	<b>complies</b>	means that the Respondent will comply without amendment	<b>does not comply</b>	means that the Respondent will not comply without amendment	<b>partially complies</b>	means that the Respondent will comply partially and that some amendment is required	<b>not applicable</b>	means that the provision does not apply to the Respondent or is to be completed (e.g. the schedule item dealing with fees).	Paragraph/ schedule/ attachment	Nature of compliance	Proposed wording of any amendment to the provision			
<b>complies</b>	means that the Respondent will comply without amendment													
<b>does not comply</b>	means that the Respondent will not comply without amendment													
<b>partially complies</b>	means that the Respondent will comply partially and that some amendment is required													
<b>not applicable</b>	means that the provision does not apply to the Respondent or is to be completed (e.g. the schedule item dealing with fees).													
Paragraph/ schedule/ attachment	Nature of compliance	Proposed wording of any amendment to the provision												

**SCHEDULE 4 – Draft Contract: Contract for the provision of Services outside of Australia**