|  |
| --- |
| Invitation to Offer (ITO)  |
|  |
| Insert subtitle or business are if required |
| / author or other text if required |

<<Customer/principal name>>

Invitation title: <<insert>>

**Reference no:** <<insert>>

**Date of issue:** <<insert>>

## Document history

|  |  |  |  |  |  |
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| **Version** | **Date** | **Status** | **Key changes made** | **Author/s** | **Reviewer/s** |
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|  |  |  |  |  |  |

|  |
| --- |
| INSTRUCTIONS FOR USING THIS DOCUMENT (TO BE DELETED BEFORE SENDING TO SUPPLIER): **This is the standard form Government Invitation to Offer for goods and services.** It is appropriate for use where the government agency is conducting an open or closed tender process, and for one-off purchases and standing offer arrangements. Separate from this document are Guidance Notes (available on [GovNet](https://www.forgov.qld.gov.au/general-goods-and-services-templates)) to help the customer (or principal, for SOA) complete this document. Where there is a guidance note to help you, it is indicated by [see Guidance Note #]. The customer / principal needs to fill out all yellow highlighted sections with details of the customer’s or principal’s requirements, or to select the correct terminology (customer for one-off purchases, or principal for SOAs). The customer / principal is to delete all highlighting and references to Guidance Notes before giving the Invitation to Offer to potential suppliers.The customer / principal must separately complete a details document and issue it with this Invitation to Offer. The details document will form part of the contract or SOA that applies to the goods/services in this Invitation to Offer and refers to the terms and conditions that will apply to the contract or SOA.Instructions to suppliers are included in ***bold italics***. The customer / principal should retain the instructions to suppliers in the final version of the Invitation to Offer. |

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# Information about the opportunity

***This section sets out information about the invitation process, the [principal’s / customer’s] objectives and key details that the supplier needs to know in order to submit its offer.***

***This section will not form part of the [Contract / SOA or Contract].***

***The supplier must not make any changes to section 1 of the Invitation to Offer.***

# Why is procurement important to Queensland Government?

Effective procurement enables government to improve public value by providing outcomes for the community efficiently while reducing the burden on taxpayers.

Through strong industry partnerships and innovative procurement practices we can deliver customer-focused, value for money outcomes that will make a real difference to Queenslanders. Visit the [*Dept. of Housing and Public Works website*](https://www.forgov.qld.gov.au/procurement)for more information.

# Summary of opportunity and [customer / principal] objectives

<<Customer to insert a brief summary of the opportunity. What is the scope of this ITO? What is the customer looking for?>> [See Guidance Note #1]

The [customer / principal] has issued this Invitation to Offer with the objectives of: <<customer to list objectives>>.

# Closing date and time

Offers must be lodged by **<<time am / pm>>** Australian Eastern Standard Time on **<<day of the week, day, month, year>>**.

# Indicative timetable

| Indicative timetable (subject to change) [See Guidance Note #2] |
| --- |
| Invitation issued | <<insert>> |
| Briefing session (if applicable) | <<insert date and time>> |
| Closing date for questions | <<insert date and time>> |
| Closing date and time for offers | <<insert date and time>> |
| Intended completion date of shortlisting suppliers | <<insert>> |
| Intended completion date for evaluation of offers | <<insert>> |
| Negotiations with supplier(s) | <<insert>> |
| Intended date for formal notification of successful supplier | <<insert>> |
| Intended [Contract / SOA] start date | <<insert>> |

# Briefing session

<<If the customer / principal is not holding a briefing session with suppliers then delete this section or insert “not applicable”>>

The [customer / principal] will hold a briefing session at <<time, date, location>>. It <<is mandatory / is not mandatory>> for suppliers to attend the briefing session in order to submit an offer.

<<Insert details of other relevant information or restrictions if applicable, e.g. maximum number of attendees, whether suppliers can ask questions, whether separate or joint sessions.>>

# Evaluation

The [customer / principal] is not evaluating offers on the sole criterion of price. The criteria against which the supplier’s offer will be evaluated includes: [See Guidance Note #3]

1. capability and relevant experience;
2. compliance with requirements and the [customer’s / principal’s] objectives;
3. quality;
4. cost and value for money;
5. contract compliance; and
6. opportunities for innovation and improvement (see Schedule B).

<<The following criteria are mandatory:

1. [insert]>>

# Documents that make up this Invitation to Offer

This Invitation to Offer is made up of the following documents, and includes the definitions and rules of interpretation available on [the Department of Housing and Public Works website](https://www.forgov.qld.gov.au/general-goods-and-services-templates):

|  |  |  |
| --- | --- | --- |
|  | **Document** | **Instructions to Supplier** |
| **1.** | **Invitation to Offer** * **Schedule A**(Response Schedule)
 | For information only. Provides details of offer conditions, timetable, contacts, evaluation criteria and other general information. Supplier to retain.***Supplier to complete, sign and return with offer*** |
|  | * **Schedule B**(Innovation)
 | ***Supplier to complete and return with offer (if applicable)*** |
|  | * **Schedule C** (Invitation to Offer Conditions)
 | For information only. Supplier to retain. |
| **2.** | **[Contract / SOA] Details** ((This forms part of the [Contract / SOA and Contract] that the [customer / principal] will enter into with the supplier, if the supplier is successful. It contains details of the intended [Contract / SOA and Contract] including the terms and conditions that will apply if the supplier is successful, Requirements , Price and payment schedule, performance monitoring and governance requirements, contract departures, declarations and supplier execution of the offer/[Contract / SOA]).<<Replace with the following alternative if Basic Purchasing Conditions are used>>**Catalogue of Goods and Services**(The supplier offers to enter a contract to supply the goods and services listed in the catalogue.) | ***Supplier to complete and return with offer.*** The <<Details / Catalogue of Goods and Services>> forms part of the supplier’s offer. |
| **3.** | **Conditions of Contract**(These are the base terms and conditions of the contract, that the customer may enter into with the supplier, if the supplier is successful). | For information only. Supplier to retain. <<Select from the following options as appropriate:“The conditions of contract are referred to or included in the details. Supplier to retain.”“The conditions of contract are the Basic Purchasing Conditions [located on [the Department of Housing and Public Works website](https://www.forgov.qld.gov.au/general-goods-and-services-templates) or attached].” “Attached [or available at …], for information only” |

# Formation of a contract

The supplier must submit <<insert “the completed details” / or if Basic Purchasing Conditions are being used insert “a catalogue of goods and services offered”>> together with the Response Schedules in **Schedule A** (and **Schedule B** if applicable) as part of the supplier’s offer.

A [Contract / SOA] will not be formed until <<insert either “a final details document is signed by appropriate representatives of both parties” or “the customer accepts the supplier’s offer in writing”>>.

# Offer validity period

Offers must remain open and capable of being accepted by the [customer/principal] for a minimum period of **120 days**.

# Requirements to be a conforming offer

To be a conforming offer, the offer must:

1. be received by the closing date and time;
2. be received in the format and method described in this Invitation to Offer;
3. be open for the minimum validity period;
4. satisfy all mandatory requirements;
5. respond to all sections of this Invitation to Offer document in full;
6. <<insert other minimum requirements if applicable>>.

# Offer clarifications

All clarifications or questions related to the Invitation to Offer must be communicated in writing directly to the [customer / principal] contact identified in 0.

# How offers are to be submitted

Offers must be lodged <<electronically / in hard copy>> to <<hard copy tender box address / website address for online submission / email address>>. [See Guidance Note #4]

Offers must consist of the supplier’s response to this document and <<the supplier’s response to the separate details document / a catalogue of goods and services>>. <<If the [customer / principal] asks, the supplier must also provide a copy of its response to the Details in Microsoft Word <<insert version numbers if relevant>> format.>>

# Invitation to Offer Conditions

The Invitation to Offer Conditions in Schedule C apply to this Invitation to Offer. [See Guidance Note #5]

<<If the customer wants to make any changes to the ITO Conditions then delete the text above and insert: “The Invitation to Offer Conditions in Schedule C as amended below, apply to this Invitation to Offer”, and insert details of the amendments/additional clauses below.>>

# Customer contact

| The customer’s contact person for the Invitation to Offer: |
| --- |
| Name: <<insert>>Position: <<insert>> | Name: <<insert>>Position: <<insert>> |

# Complaints

If at any time during the invitation process, a supplier considers that it has been unreasonably or unfairly treated and it has not been able to resolve the issue with the [customer / principal] contact person, the supplier may request for the issue to be dealt with in accordance with the [customer’s / principal’s] complaint management process and directed to:

| Complaint management  |
| --- |
| Name: <<insert>>Position: <<insert>> | Agency: <<insert>>Email address: <<insert>> |

|  |
| --- |
| **Privacy Notice:** The [customer / principal] is collecting personal information from the supplier for the purpose of administering the invitation process and [Contract / SOA and Contract]. Personal information may be shared with Queensland Government agencies and bodies, non-government organisations and other governments in Australia for that purpose. Personal information may be made publicly available in accordance with the requirements of the Queensland Government’s procurement policy. An individual is able to gain access to personal information held by the customer about the individual in certain circumstances. |

#

# Schedule A – response schedule

# *The information in this schedule is required for evaluation purposes.*

***The supplier is to respond to all questions in this schedule. The supplier is warranting that the information in this schedule is complete, accurate, up to date and not misleading.***

<<This schedule is ‘free text’ – the customer / principal can include as many questions as it needs to properly evaluate suppliers. The headings below are suggestions only and can be deleted / modified as the customer / principal sees fit. All questions should directly link to the evaluation criteria specified earlier in the Invitation to Offer>> [See Guidance Note #6]

# Supplier details

***Please provide full supplier details, including full legal name and contact details of any other entities which are participating in a joint offer with the supplier.***

|  |  |
| --- | --- |
| **Supplier name:** | ***Name:******ABN:*** |
| **Names of other entities participating in a joint offer with the supplier:** | ***Insert details or “not applicable”.*** |
| **Supplier’s contact person for this Invitation to Offer:** | ***Name:******Position:******Email address:******Phone number:******Postal address:*** |

# Financial information [See Guidance Note #7]

<<Customer / principal to insert *not applicable*” or “*The supplier must provide a statutory declaration from the supplier’s accountant on the financial position of the supplier. if the supplier is shortlisted, the customer / principal may ask the supplier to provide more detailed financial information (such as the supplier’s audited financial statements for the past 2 years)”>>*

# Conflict of interest

The supplier must provide details of any possible conflict of Interest that exists or may arise in relation to the invitation process, or performance of the contract (if the supplier is successful).

If there is nothing to declare, supplier must insert “Nil”.

***Insert supplier response***

# Background Information

# Supplier Overview

The supplier may provide a brief description of its business and its overall qualifications to meet the requirements. Background information may include: number of years of relevant experience, rate of growth, size, locations, annual turnover etc.

***Insert supplier response.***

# Differentiating factors

What differentiates the supplier from its competitors? What is it about the supplier’s offer that it believes is unique to the supplier? The supplier’s response to this question should be limited to <<1>> page.

***Insert supplier response.***

# Referees

The supplier is to provide details of <<number>> referees. Include for each referee:

1. Name and position;
2. Telephone number, email address and postal address;
3. Brief description of the work performed by the supplier for the referee.

***Insert supplier response.***

# Overview of the supplier’s offer

The supplier must provide an overview of its offer to supply to the [customer / eligible customers under the SOA], demonstrating how the [customer’s / principal’s] requirements will be met. This can be a summary of the detailed requirements/ specifications that will appear in the [Contract / SOA].

The supplier should insert the detail to be included in the [Contract / SOA] specific to the supply of the goods/services under the [Contract / SOA], comprehensively addressing the [customer’s / principal’s] requirements. <<If the customer / principal requires the supplier to provide this detail in a particular format (e.g. by completing the relevant section of the details, the customer / principal should include details of format requirements.>>

***Insert supplier response***

# Relevant experience

The supplier should provide enough information about its recent (and relevant) experience to demonstrate it is capable of meeting the requirements. What is your recent track record in providing the same/similar goods or services? The supplier’s response to this question should be limited to <<2>> pages.

***Insert supplier response***

# Capacity and capability

<<Customer / principal to insert question here if required.>>

***Insert supplier response***

# Quality

<<Customer / principal to insert question here if required.>>

***Insert supplier response***

# Overview of the supplier’s offer

The supplier must provide an overview of its offer to supply to the [customer / eligible customers under the SOA], demonstrating how the [customer’s / principal’s] requirements will be met. This can be a summary of the detailed requirements/ specifications that will appear in the [Contract / SOA].

The supplier should insert the detail to be included in the [Contract / SOA] specific to the supply of the goods/services under the [Contract / SOA], comprehensively addressing the [customer’s / principal’s] requirements. <<If the customer / principal requires the supplier to provide this detail in a particular format (e.g. by completing the relevant section of the details, the customer / principal should include details of format requirements.>>

***Insert supplier response***

# Relevant experience

The supplier should provide enough information about its recent (and relevant) experience to demonstrate it is capable of meeting the requirements. What is your recent track record in providing the same/similar goods or services? The supplier’s response to this question should be limited to <<2>> pages.

***Insert supplier response***

# Capacity and capability

<<Customer / principal to insert question here if required.>>

***Insert supplier response***

# Quality

<<Customer / principal to insert question here if required.>>

***Insert supplier response***

# How does the supplier’s offer meet the [customer’s/principal’s] objectives?

<<Customer / principal to insert question here>>

***Insert supplier response***

# Account and relationship management

<<Customer / principal to insert question here>>

***Insert supplier response***

# Value for money/‘value adds’

<<Customer/principal to insert question here>>

***Insert supplier response***

# Supporting Indigenous Queenslanders

<<This question may not be relevant for all ITO’s. It will be relevant for ITO’s that target goods/services in the construction, resources, tourism or agricultural industries, or where the Cert III Guarantee training qualifications are applicable (e.g. aged care, child care, disability services, security operations, warehousing). More information about Cert III training is available at <https://training.qld.gov.au/providers/funded/certificate3>. If you include a question here, then make sure it is also reflected in your evaluation criteria.>>

The Queensland Government is committed to providing training and employment outcomes and business opportunities for Indigenous Queenslanders. What is the supplier doing to:

* improve the participation of Indigenous people in the workforce; and/or
* engage with Indigenous suppliers.

***Insert supplier response***

# [Customer / principal to insert other questions as required]

# Additional information offered by the supplier

<<If the requirements are very well defined and the customer / principal is not interested in receiving additional information, it may be appropriate to delete this section>>

The supplier may set out any other information that is relevant to the Invitation to Offer and which a reasonable person would think may affect the [customer’s / principal’s] decision whether to enter a [Contract / SOA] with the supplier, but which is not appropriate to include in the [Contract / SOA].

The supplier is to clearly indicate the purpose of the additional information and which part of the supplier’s offer the additional information relates to. Where the additional information relates to an earlier item in this Schedule A – Response Schedule, the supplier is to include a reference to the applicable section number. Keep the information brief and to the point.

The [customer / principal] is not required to consider any additional information that the [customer / principal] did not specifically request.

***Insert supplier response***

#

# Supplier execution of offer

## Acknowledgements and certifications

The supplier:

1. offers to [provide the goods, services and other deliverables to the customer / enter into the SOA] on the terms described in the supplier’s offer. The [customer / principal] may accept the supplier’s offer during the validity period.
2. certifies that it has read, understands, and complies with all the requirements of this Invitation to Offer, including any changes made by the customer and notified to the supplier in accordance with the Invitation to Offer Conditions.
3. acknowledges that only proposed contract departures which comply with the requirements of the details (dealing with contract departures) form part of the supplier’s offer. If the supplier proposes other contract departures, they do not form part of the supplier’s offer and the [customer / principal] may accept the supplier’s offer excluding those other proposed contract departures.
4. represents that all the information contained in the supplier’s offer is complete, accurate, up to date and not misleading in any way.
5. acknowledges that the [customer / principal] will rely on the information contained in the supplier’s offer (including the warranties and declarations) when deciding whether or not to accept the supplier’s offer and that if the [customer / principal] accepts the supplier’s offer, the [customer / principal] will enter into a [Contract / SOA and eligible customers may enter into contracts] relying on that information.
6. acknowledges that the customer may suffer damage if any of the information in the supplier’s offer is incomplete, inaccurate, out of date or misleading in any way.

## Execution of offer

|  |  |  |
| --- | --- | --- |
| Date: **EXECUTED** for and on behalf of: Name of supplierby its authorised representative, in the presence of: Signature of witness Name of witness (block letters) Address | )))))))))))))) |  Signature of authorised representativeBy executing this offer the signatory warrants that the signatory is duly authorised to submit this offer on behalf of the supplier  Name of authorised representative (block letters) Position of authorised representative |

# Schedule B – Innovation

## Alternative offers, innovation and improvements

The [customer / principal] welcomes proactive suggestions from the supplier about innovations or improvements (e.g. to our own processes, workflows, supply chains, or specifications) that will benefit the [customer / eligible customers] and meet the [customer’s / principal’s] objectives. If the supplier wishes to make an alternative offer, then it must:

1. Set out details of its alternative offer / suggested innovations or improvements in this Schedule (by answering the questions below); and
2. <<Explain how the details would need to be modified to accommodate the alternative offer (or submit a separate details response document for the alternative offer).>>

### 1.1 What is your alternative offer / suggested innovation or improvement?

***Insert supplier response***

### 1.2 What are the benefits to the [customer / principal] of your alternative offer / suggestion?

***Insert supplier response***

### 1.3 Explain how your alternative offer / suggested innovation or improvement offers better value for money, and better achieves the [customer's / principal’s] objectives

***Insert supplier response***

### 1.4 Outline any assumptions on which your claimed customer benefits are based

***Insert supplier response***

### 1.5 Is there any other important information that the [customer / principal] should know about your alternative offer / suggested innovation or improvement?

***Insert supplier response***

##

# Schedule C – Invitation to Offer Conditions

##

## Interpretation

These Invitation to Offer Conditions may be used where a customer is seeking offers to enter into a contract, and where a principal is seeking offers to enter into an SOA under which eligible customers may enter into contracts.

If the relevant invitation to offer relates to a potential SOA, then except in clauses 1 and 2.1:

1. the references to “customer” in these Invitation to Offer Conditions are taken to be references to the principal; and
2. the references to “contract” in these Invitation to Offer Conditions are taken to be references to the SOA.

## Invitation process

* 1. Supplier acceptance

By submitting an offer, the supplier:

1. accepts these Invitation to Offer Conditions.
2. offers to enter into:
	1. a contract with the customer to provide the goods, services and deliverables; or
	2. a SOA with the principal under which customers may enter into contracts for goods, services and deliverables,

and the customer or principal (as applicable) may accept the offer during the offer validity period.

* 1. Customer discretion

The customer may make any changes to the invitation process in its absolute discretion, by notifying the supplier including by publication on the Queensland Government QTenders website. Without limitation, the customer may:

1. add or change requirements;
2. amend dates including extend the closing date and time;
3. consider or reject an offer received after the closing date and time;
4. accept non-conforming offers, alternative or innovative offers, offers in part, or multiple offers;
5. reject any or all offers;
6. amend the evaluation criteria stipulated in the Invitation to Offer;
7. exercise discretion in evaluating any subjective evaluation criteria;
8. negotiate with one or more suppliers and allow any supplier to vary its offer;
9. interview, negotiate or hold discussions with any supplier or prospective supplier on any matter contained (or proposed to be contained) in an offer to the exclusion of others;
10. request some or all suppliers to conduct site visits, provide references and additional information, and/or make themselves available for panel interviews;
11. change the terms and conditions applicable to the invitation process, including terms of the proposed contract; or
12. cancel the invitation process.

The supplier will not make any claim in connection with a decision by the customer to exercise or not to exercise any of its rights in relation to the invitation process.

## Alternative offers

The Queensland Government procurement policy promotes an outcome focussed approach, seeking opportunities to innovate and improve value for money. Suppliers are encouraged to submit alternative offers and innovative offers where they believe that the alternative will promote the customer’s objectives.

## No reliance on information

The supplier is responsible for making its own investigation and assessment about all matters relevant to the Invitation to Offer, the requirements, the accuracy of all information and documents provided by or on behalf of the customer, and all other matters relevant to the supplier’s offer.

## Supplier cost

Participation in the invitation process is at the supplier’s cost. The customer is not required to pay compensation to the supplier in relation to the invitation process in any circumstances, for any reason.

## Subject to contract

No contract will be formed between the customer and the supplier unless and until the customer accepts the supplier’s offer in writing or both parties sign a contract document.

## Compliance

The supplier must:

1. (**communication**) direct all inquiries relating to the Invitation to Offer to the customer’s nominated contact person, and not discuss the Invitation to Offer with any other person except as required to prepare its offer.
2. (**accuracy**) ensure that all information provided as part of its offer is complete, accurate, current, and not misleading.
3. (**laws**) comply with all Laws.
4. (**confidentiality**) keep confidential all confidential information which it obtains as part of the invitation process, not use it except for the purpose of responding to the Invitation to Offer, and not disclose it except to its personnel on a need to know basis for the purpose of responding to the Invitation to Offer, or with the customer’s consent, or to the extent required by Law, or to its professional advisors.
5. (**privacy**) if it collects or has access to any personal information in connection with the invitation process, comply as if it was the customer with the privacy principles in the Information Privacy Act or the Australian Privacy Principles in the Privacy Act, as applicable, in relation to that personal information, and comply with all reasonable directions of the customer relating to the personal information.
6. (**no publicity**) not make any public announcements or advertisement relating to the invitation process.
7. (**competitive neutrality**) if the supplier is a government owned business, local government, or Commonwealth, State or Territory or authority, price its offer to comply with the competitive neutrality principles of the supplier’s jurisdiction.
8. (**personnel**) ensure that its personnel also comply with these requirements.
9. (**accuracy of information**) ensure that all representations, warranties, declarations, statements, information and documents (“information”) made or provided by the supplier in connection with the invitation process are complete, accurate, up-to-date and not misleading in any way. The supplier must immediately tell the customer if any information is or becomes incomplete, inaccurate, out-of-date or misleading in any way.

## Anti-competitive conduct, conflict of interest and criminal organisations

* 1. Anti-competitive conduct

The supplier warrants that neither it, nor its personnel have engaged in any collusive, anti-competitive or similar conduct in connection with the invitation process or any actual or potential contract with any entity for goods and services similar to the goods and services.

* 1. Conflict of Interest

The supplier warrants that it and its personnel do not hold any office or possess any property, are not engaged in any business or activity and do not have any obligations whereby a conflict of interest is created, or may appear to be created, in conflict with its obligations under these Invitation to Offer Conditions or the proposed contract, except as disclosed in the supplier’s offer.

The supplier warrants that it will not, and it will ensure that its personnel do not, place themselves in a position that may give rise to a conflict of interest between the interest of the customer and the supplier’s interests during the invitation process.

The supplier warrants that it will immediately notify the customer if any conflict of interest arises after lodgement of the supplier’s offer.

* 1. Criminal organisation

The supplier warrants that neither it or its personnel:

1. have been convicted of an offence under the Criminal Code where one of the elements of the offence is that the person is a participant in a criminal organisation within the meaning of section 60A(3) of the Criminal Code; or
2. are subject to an order under, or have been convicted of an offence under the Criminal Organisation Act 2009 (Qld).
	1. Warranties are ongoing

The warranties in this section are provided as at the date of the supplier’s response to the Invitation to Offer and on an ongoing basis until the later of the customer notifying the supplier that its offer has been rejected and expiry or termination of any contract entered pursuant to the invitation process (“relevant period”).

The supplier warrants that it will immediately notify the customer if it becomes aware that any warranty made in this section was inaccurate, incomplete, out of date or misleading in any way when made, or becomes inaccurate, incomplete, out of date or misleading in any way, during the relevant period.

* 1. Breach of warranty

In addition to any other remedies available to it under Law or contract, the customer may, in its absolute discretion (but is not required to), immediately disqualify a supplier that it believes has breached any warranty in this clause.

## Supplier confidential information

The customer will keep confidential all confidential information of the supplier which it obtains as part of the invitation process.

The customer may use supplier confidential information for the purposes of the invitation process.

The customer may disclose supplier confidential information:

1. to its personnel for the purposes of the invitation process;
2. as required under the Right to Information Act;
3. as required by Law;
4. to a minister, their advisors or Parliament;
5. to its professional advisors.

The customer may publish information about the invitation process and any resulting Contract on the [Queensland Contracts Directory](http://qcd.hpw.qld.gov.au/Pages/home.aspx), where required or recommended by Queensland Procurement Policy.

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