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| Request for quote (RFQ) |
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|  |

<<Customer Name>>

RFQ 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 Queensland Government Request for Quote (RFQ) for the procurement of low risk goods and services.** 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 complete this document. Where there is a guidance note to help you, it is indicated by [see Guidance Note #]. The Customer needs to fill out all yellow highlighted sections with details of the Customer’s requirements. **The Customer is to delete all highlighting and guidance notes before issuing the Request for Quote.** Section 3 is to be completed by the Supplier. Instructions to Suppliers are included in***italics***. |

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| **Privacy Notice:** The Customer is collecting Personal Information from the Supplier for the purpose of administering the Invitation Process 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. |

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# Section 1 – Requirements

|  |  |  |
| --- | --- | --- |
| **Goods and/or services requirement [see Guidance Note #1]** | | |
| **Description of goods and/or services required** | <Describe goods and services that are the subject of this RFQ> |
| **Specifications and/or scope of works  [see Guidance Note #2]** | <Customer to describe specifications/scope of work, attach separately, or insert “*See Contract Details attached*.” and include this information in the Contract Details document instead.> |
| **Key deliverables and/or milestones** | <Customer to describe the deliverables and any key milestones / due dates, or insert “*See Contract Details attached*.” and include this information in the Contract Details document instead.> |
| **Delivery address of Goods and/or Services** | <Customer to insert address details or “*See Contract Details attached*” and include this information in the Contract Details document instead.> |
| **Delivery period** | <Customer to insert date(s) for delivery of goods/services or “*See Contract Details attached*” and include this information in the Contract Details document instead.> |
| **Insurance requirements  [see Guidance Note #3]** | <Customer to insert text below or “*See Contract Details attached*”>   1. Workers’ Compensation Insurance in accordance with the *Workers’ Compensation and Rehabilitation Act 2003* (Qld); 2. Public Liability insurance for a minimum of $10 million in respect of each claim 3. <insert any other insurances> |

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| **Important information about submitting a quote:** | |
| **RFQ Conditions** | This Request for Quote (RFQ) process will be governed by the RFQ Conditions contained in Schedule A. |
| **Contract terms and conditions** | See section 2 below for details of the Contract that applies if the Customer proceeds with the Supplier’s quote. |
| **Evaluation criteria [see Guidance Note #4]** | Quotes will be evaluated based on the following criteria:  <Customer to insert> |
| **Providing a quote** | Suppliers must complete **Section 3 – Supplier Response**.  If submitting an alternative offer, Suppliers must explain how the alternative better meets the Customer’s objectives. |
| **How to lodge a quote** | Quotes are to be submitted by <insert how quotes are to be submitted e.g. post/courier, email, fax (include how many copies required)> , by the closing date and time. |
| **Closing date and time** | <xx:xx am/pm EST on <day of week> <dd/mm/yyyy> |
| **Offer validity period** | <Customer to insert number of days quote must remain valid> |
| **Contact officer** | All enquiries regarding this RFQ should be directed to:  Name: <insert>  Position: <insert>  Phone: <insert> Email <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 contact person, the Supplier may request for the issue to be dealt with in accordance with the Customer’s complaint management process and directed to:  Name: <insert> Position: <insert> Email: <insert> |

# Section 2 – Terms and conditions of the Contract [see Guidance Note #5]

## <Customers should select the heading and paragraphs that are appropriate for this RFQ, depending on which contract they are selecting. Customers may select one of the three (3) options below:>

## <Option 1> Basic Purchasing Conditions

Any contract arising from this RFQ process will be governed by the **Basic Purchasing Conditions** available at < the [Department. of Housing and Public Works website](http://www.hpw.qld.gov.au/SiteCollectionDocuments/BasicPurchasingConditions.pdf)> or attach as Annexure B. The definitions and rules of interpretation applicable to the Contract are available <on the [Department. of Housing and Public Works website](http://www.hpw.qld.gov.au/SiteCollectionDocuments/Definitions%20and%20Interpretations%202%200.pdf) or attach as Annexure C.> **[see Guidance Note #6]**

## <Option 2> General Contract Conditions or Comprehensive Contract Conditions <delete whichever does not apply>

Any contract arising from this RFQ process will be governed by the **Contract Details** (attached) and **General Contract Conditions/Comprehensive Contract Conditions** available <on the [Department. of Housing and Public Works website](https://www.forgov.qld.gov.au/general-goods-and-services-templates) > or attach as Annexure B. The definitions and rules of interpretation applicable to the Contract are available < on the [Department. of Housing and Public Works website](http://www.hpw.qld.gov.au/SiteCollectionDocuments/Definitions%20and%20Interpretations%202%200.pdf) or attach as Annexure C.>

Any contract departures or special conditions that apply to the Contract are specified in the Contract Details (attached). **[see Guidance Note #6]**

## <Option 3> Contract (specific)

Any contract arising from this RFQ process will be governed by the contract available at < the [Department. of Housing and Public Works website](https://www.forgov.qld.gov.au/general-goods-and-services-templates)> or attach as Annexure B.

**Special Conditions [see Guidance Note #6]**

<<Customer to insert any special conditions it wants to include in the contract, or any amendments to the standard conditions.

# Section 3 – <Option 1> Supplier response (where new General Contract Conditions and Contract Details documents are used) [see Guidance Note 7]

<If the Contract being used is the new [General Contract Conditions](http://www.hpw.qld.gov.au/SiteCollectionDocuments/GeneralContractConditionsV2.pdf) (which replaces the previous ‘short form’ conditions of contract) or [Comprehensive Contract Conditions](http://www.hpw.qld.gov.au/SiteCollectionDocuments/ComprehensiveContractConditions.pdf), then **attach** a copy of the Contract Details and ask the supplier to complete and submit it as part of its response. For example:

“*Suppliers must complete and sign the attached Contract Details as part of its response to this RFQ.”>*

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| **Conflict of interest** |
| Suppliers must give 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, please insert “None”.  ***<Insert Supplier response>*** |

|  |  |
| --- | --- |
| **Authorisation and execution by Supplier** | |
| As the authorised officer named below, I certify that:   * + - 1. I am authorised to submit the Supplier’s response as the Supplier’s representative.       2. The Supplier understands and has complied with the Requirements of the Request for Quote.       3. The enclosed Response is complete, accurate and not misleading in any way. | |
| ***Name:*** |  |
| ***Position:*** |  |
| ***Signature:*** |  |
| ***Date:*** |  |

**<Customer can then delete the rest of this section 3.>**

Section 3 – <Option 2> Supplier response (where Basic Purchasing Conditions or any other contract is used)

<If either the [Basic Purchasing Conditions](http://www.hpw.qld.gov.au/SiteCollectionDocuments/BasicPurchasingConditions.pdf) (or some other contract) is being used as the contract, then insert the following>

***(Supplier to complete and sign Section 3 and return all sections)***

|  |  |  |  |
| --- | --- | --- | --- |
| **Supplier response to Request for Quote** | | | |
| Supplier name | ***<insert>*** | | |
| ACN/ABN | ***<insert>*** | | |
| Address | ***<insert>*** | | |
| Postal Address  (if different from above) | ***<insert>*** | | |
| Contact Person | ***Name:***  ***Position:***  ***Phone number: Email:*** | | |
| **Quote details and specifications** | *Examples:*   * *Please refer to attached proposal / CV (contractors/services)* * *Description of good/services* * *Details of supplier’s ability to meet Requirements* * *Response to specification/requirements and Key Performance Indicators* | | |
| **Deviation from the Specifications** (if applicable) | ***<insert>*** | | |
| **Additional information** | The Supplier must include this information as part of its response:  <If the customer requires any additional information from the Supplier, then insert details here (e.g. provide CV’s, safety/risk management plan)>.  ***<Supplier to insert/attach additional information requested above>*** | | |
| **Warranty details**  (if applicable) | If a warranty period applies to the goods/services then the Supplier must insert details of the warranty offered here (e.g. warranty period and warranty conditions)  ***<Supplier to insert warranty details if applicable>*** | | |
| **Departures from the Contract**  (not applicable if Basic Purchasing Conditions are used) | ***Clause Number*** | | ***Supplier’s proposed changes to the Contract:*** |
|  | |  |
| **Pricing information** | | | |
| **Price [see Guidance Note #8]** | ***<insert>*** | | |
| Schedule of rates  (if applicable) | ***<insert>*** | | |
| **Payment milestones**  (if applicable) | If payment milestones are applicable then insert details below:  ***<Supplier to insert>*** | | |
| **Insurance details** | ***For any insurance policies specified in Section 1 (other than Workers’ Compensation insurance), provide the following details:***  Type of policy:  Insurer:  Expiry date:  Insured amount: | | |
| **Declarations** | | | |
| **Conflict of interest** | Suppliers must give details of any possible Conflict of interest that exists or may arise in relation to the making and/or acceptance of their quote. If there is nothing to declare, please insert “None”.  ***<insert>*** | | |
| **Authorisation and execution by Supplier** | As the authorised officer named below, I certify that:   1. I am authorised to submit the Supplier’s response as the Supplier’s representative. 2. The Supplier understands and has complied with the Requirements of the Request for Quote. 3. The Supplier’s response is complete, accurate and not misleading in any way. | | |
| ***Name:*** |  | |
| ***Position:*** |  | |
| ***Signature:*** |  | |
| ***Date:*** |  | |

# Schedule A – RFQ Conditions

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## Interpretation

These Request for Quote (RFQ) Conditions may be used where a Customer is seeking quotes to enter into a Contract.

## Invitation Process

* 1. Supplier acceptance

By submitting a quote, the Supplier:

1. accepts these Request for Quote Conditions.
2. offers to enter into a Contract with the Customer to provide the Goods, Services and Deliverables,

and the Customer may accept the quote 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 a quote received after the Closing date and time;
4. accept non-Conforming Offers, alternative or innovative offers, quotes in part, or multiple quotes;
5. reject any or all quotes;
6. amend the evaluation criteria stipulated in the Request for Quote;
7. exercise discretion in evaluating any subjective evaluation criteria;
8. negotiate with one or more Suppliers and allow any Supplier to vary its quote;
9. interview, negotiate or hold discussions with any Supplier or prospective Supplier on any matter contained (or proposed to be contained) in a quote 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 Request for Quote, 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 quote.

## 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 quote in writing or both parties sign a contract document.

## Compliance

The Supplier must:

1. (**communication**) direct all enquiries relating to the Request for Quote to the Customer’s nominated contact person, and not discuss the Request for Quote with any other person except as required to prepare its quote.
2. (**accuracy**) ensure that all information provided as part of its quote 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 Request for Quote, and not disclose it except to its Personnel on a need to know basis for the purpose of responding to the Request for Quote, 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 quote 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 RFQ Conditions or the proposed Contract, except as disclosed in the Supplier’s quote.

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 quote.

* 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 Request for Quote and on an ongoing basis until the later of the Customer notifying the Supplier that its quote 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.

## 9. 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, where required or recommended by Queensland Government Procurement Policy.

## 