

Request for Quotation (RFQ) – Terms and Conditions

RFQ conditions

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

1 Invitation process

1.1 Supplier acceptance

By submitting a quote, the Supplier:

- (a) accepts these RFQ Conditions
- (b) offers to enter into a Contract with the NHVR to provide the Goods, Services and Deliverables, and the NHVR may accept the quote during the Offer Validity Period.

1.2 NHVR discretion

The NHVR may make any changes to the Invitation Process in its absolute discretion, by notifying the Supplier.

Without limitation, the NHVR may:

- (a) add or change Requirements
- (b) amend dates including extend the Closing date and time
- (c) consider or reject a quote received after the Closing date and time
- (d) accept non-Conforming Offers, alternative or innovative offers, quotes in part, or multiple quotes
- (e) reject any or all quotes
- (f) amend the evaluation criteria stipulated in the Request for Quote
- (g) exercise discretion in evaluating any subjective evaluation criteria
- (h) negotiate with one or more Suppliers and allow any Supplier to vary its quote
- (i) 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
- (j) request some or all Suppliers to conduct site visits, provide references and additional information, and/or make themselves available for panel interviews
- (k) change the terms and conditions applicable to the Invitation Process, including terms of the proposed Contract
- (l) cancel the Invitation Process.

The Supplier will not make any claim in connection with a decision by the NHVR to exercise or not to exercise any of its rights in relation to the Invitation Process.

2 Alternative offers

The NHVR 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 NHVR's objectives.

3 No reliance on information

The Supplier is responsible for making its own investigation and assessment about all matters relevant to the RFQ, the Requirements, the accuracy of all information and documents provided by or on behalf of the NHVR, and all other matters relevant to the Supplier's quote.

4 Supplier cost

Participation in the Invitation Process is at the Supplier's cost. The NHVR is not required to pay compensation to the Supplier in relation to the Invitation Process in any circumstances, for any reason.

5 Subject to contract

No contract will be formed between the NHVR and the Supplier unless and until the NHVR accepts the Supplier's quote in writing or both parties sign a contract document.

6 Compliance

The Supplier must:

- (a) **(communication)** direct all enquiries relating to the Request for Quote to the NHVR's nominated contact person, and not discuss the Request for Quote with any other person except as required to prepare its quote
- (b) **(accuracy)** ensure that all information provided as part of its quote is complete, accurate, current, and not misleading
- (c) **(Laws)** comply with all Laws
- (d) **(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 NHVR's consent, or to the extent required by Law, or to its professional advisors
- (e) **(privacy)** if it collects or has access to any Personal Information in connection with the Invitation Process, comply as if it was the NHVR 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 NHVR relating to the Personal Information
 - (f) **(no publicity)** not make any public announcements or advertisement relating to the Invitation Process
 - (g) **(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
 - (h) **(personnel)** ensure that its personnel also comply with these requirements
 - (i) **(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 NHVR if any information is or becomes incomplete, inaccurate, out-of-date or misleading in any way.

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

7.1 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.

7.2 Conflict of Interest

- (a) 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.

- (b) 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 NHVR and the Supplier's interests during the Invitation Process.
- (c) The Supplier warrants that it will immediately notify the NHVR if any Conflict of Interest arises after lodgement of the Supplier's quote.

7.3 Criminal organisation

The Supplier warrants that neither it or its Personnel:

- (a) 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
- (b) are subject to an order under, or have been convicted of an offence under the *Criminal Organisation Act 2009 (Qld)*.

8 Warranties are ongoing

- (a) 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 NHVR notifying the Supplier that its quote has been rejected and expiry or termination of any Contract entered pursuant to the Invitation Process ('relevant period').
- (b) The Supplier warrants that it will immediately notify the NHVR 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.

9 Breach of warranty

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

10 Supplier Confidential Information

- (a) The NHVR will keep confidential all Confidential Information of the Supplier which it obtains as part of the Invitation Process.
- (b) The NHVR may use Supplier Confidential Information for the purposes of the Invitation Process.
- (c) The NHVR may disclose Supplier Confidential Information:
 - i. to its personnel for the purposes of the Invitation Process
 - ii. as required under the Right to Information Act
 - iii. as required by Law
 - iv. to a Minister, their advisors or Parliament
 - v. to its professional advisors.

11 Pricing

In submitting Pricing, the Supplier must meet the following:

- (a) prices should be tendered in AUD\$
- (b) provide a breakdown of all costs, fees, expenses and charges associated with the full delivery of the Requirements over the whole-of-life of the contract. It must also clearly state the total contract price exclusive and inclusive of GST
- (c) where the price, or part of the price, is based on fee rates, all fee rates are to be specified, either hourly or daily or both as required
- (d) indicate if Time and Materials pricing is to be capped or uncapped
- (e) where applicable, include any milestone payments during the project if required
- (f) where applicable, indicate any discounts that may be applied to volume purchases
- (g) in preparing the quote, Suppliers are to consider all risks, contingencies and other circumstances relating to the delivery of the Requirements and include adequate provision in the quote and pricing information to manage such risks and contingencies.
- (h) Suppliers are to document in their quote all assumptions and qualifications made about the delivery of the Requirements, including in the financial pricing information. Any assumption that the NHVR or a third party will incur any cost related to the delivery of the Requirements is to be stated, and the cost estimated if possible.

12 Insurance

The Supplier must:

- (a) hold such insurance policies as are reasonably appropriate for the conduct of the Supplier's business
- (b) provide a copy of the certificate of currency for those policies to the NHVR on request.

13 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 Contact Officer, the Supplier direct the complaint to the Manager, Procurement and Property via tenders@nhvr.gov.au

14 Offer Validity Period

In submitting a quote, the supplier agrees that the quote will remain open for acceptance by the NHVR for three (3) calendar months from the closing date.

15 Submitting a quote

- (a) Quotes sent by post or fax, or hard copy delivered to the NHVR office will not be accepted.
- (b) Submissions must be in accordance with the NHVR's RFQ terms and conditions.
- (c) Submission of a quote by the Supplier does not guarantee that any work under the project will be offered to the Supplier.