**Note to Procurement Officer:**

This is a suggested template for agency use in developing an RFQ document primarily for low dollar value and low risk procurements which can be established through a Short Form Contract Details document or Basic Order (Part B: One off ITO template can be amended and used to form a contract as a result of an RFQ process where a more detailed contract is required).

Agencies need to ensure that the document which is ultimately developed is suitable and appropriate for their individual procurement purposes and complies with all agency policies. It is advised to seek legal advice to ensure fitness for purpose before use. **Delete this Note before issuing to Supplier.**

THIS REQUEST FOR QUOTE DOCUMENT IS CONFIDENTIAL AND MUST NOT BE DISTRIBUTED OR DISCLOSED TO ANY PARTIES WITHOUT THE PERMISSION OF THE CUSTOMER. DISTRIBUTION OF THIS DOCUMENT IS A BREACH OF THE CONDITIONS OF OFFER.

**REQUEST FOR QUOTE**

This form is used to request a quote for the supply of goods and/or services. The Customer (purchaser) completes the quote requirements in Section 1 and any questions to enable evaluation in Section 2. The Supplier completes Section 2.

Yellow highlighted sections must be completed or deleted.

# **Section 1 – Request for Quote (Customer to complete)**

## Customer Details

|  |  |
| --- | --- |
| **Customer Name** | Insert Department and if relevant branch/region |
| **Customer ABN** | Insert ABN |
| **Contact Officer Name** | Insert Contact Officer name |
| **Position** | Insert position of Contact Officer |
| **Street Address** | Insert street address |
| **Postal Address** | Insert postal address |
| **Phone** | Insert Contact Officers phone number |
| **Email** | Insert Contact email |

## Request Details

|  |  |
| --- | --- |
| **Request Issue Date** | Click or tap to enter a date. |
| **Closing Date / Time** | Insert closing time on Click or tap to enter a date. |

## Offers MUST be received via <<email, facsimile, or post/courier>> to the Customer (Contact Officer) listed above by the Closing Date and Time.

## Requirements

|  |  |
| --- | --- |
| **Description of goods/products and/or services required** | Insert description or  Refer also to Attachment A – Specification |
| **Support Services** | Insert details of warranty, maintenance or support or write ‘Not applicable’: |
| **Deliverables/Milestones** | Insert details of any key deliverables or milestones or write: ‘Not applicable’ |
| **Start Contract Date** | Click or tap to enter a date. |
| **End Contract Date** | Click or tap to enter a date. |
| **Extension options** | Insert options or write ‘Not applicable’ |

## Conditions

## The following conditions apply to this Request for Quote (RFQ) and the resulting purchase of good and services.

|  |  |
| --- | --- |
| **Conditions of Offer** | For all Goods and Services, the Conditions of Offer attached to this document at [Attachment B](#_Attachment_B_–) will apply to the RFQ. |
| **Conditions of Contract** | The following Conditions of Contract will apply to the contract formed with the successful Offeror:  **For General Goods and Services**, the Basic Purchasing Conditions / General Conditions of Contract  **For purchases from a Supply Arrangement,** the Conditions applicable to <<insert SOA number>>  **For all Goods and Services**, the Supplier Code of Conduct details the behavioural standards and principles expected of Suppliers.  **For the purposes of the Contract Conditions, the “Contract Details” or “Details” refers to this document and any Purchase Order issued to the successful Supplier.** |
| **Additional Contract Conditions** | The following additional terms and Conditions will apply in addition to the Contract   * The Supplier is required to comply with the Department’s [Supplier Code of Conduct](https://www.forgov.qld.gov.au/queensland-government-supplier-code-conduct#:~:text=The%20Queensland%20Government%20Supplier%20Code,Code%20within%20their%20procurement%20activities) and the Queensland Government’s [Ethical Supplier Threshold](https://www.business.qld.gov.au/running-business/marketing-sales/tendering/supply-queensland-government/ethical-supplier-requirements/threshold). Any relevant Ethical Supplier Mandates will apply to this tender process and any resulting contract/order. * Upon the reasonable request of the Customer at any time during the Contract term, the Supplier must conduct and provide to the Customer an original or certified copy of the result of a Criminal History Check or other check required by the Customer for Personnel involved in the supply of Deliverables under the Contract. * Where the Supplier provides Internet-based services to enable delivery of Services under the Contract, the supplier must comply with the *Queensland Information Privacy Act 2009* and *Information Access and Use (IS33)* as though they were a Queensland Government department or agency.   Note: Any additional Contract Conditions **should be included** here. |

## Insurances\*

|  |  |
| --- | --- |
| **Workers Compensation** | Choose an item. |
| **Public Liability** | Choose an item. |
| **Products Liability** | Choose an item. |
| **Professional Indemnity** | Choose an item. |
| **Other Insurances** | Insert other insurances as required |

## \* *This may not be required if purchasing from a Standing Offer Arrangement. The Principal of the SOA will be able to provide further information if these details are not already provided within the SOA User Guide.*

## Evaluation Criteria

## If no other Evaluation Criteria are provided here, all quotes will be evaluated to standard evaluation criteria consisting of Compliance with Requirements, Ability to meet timeframes, and Cost and Value for Money.

|  |  |
| --- | --- |
| **Mandatory** | * Compliance with Insurance requirements specified in Section 1, Part 5; * Compliance with Conditions of Contract specified in Section 1, Part 4; and * Compliance with the [Ethical Supplier Threshold](https://www.business.qld.gov.au/running-business/marketing-sales/tendering/supply-queensland-government/ethical-supplier-requirements/threshold) as specified in Section 1, Part 4. |
| **Other Evaluation Criteria** | The other evaluation criteria that will be used to evaluate offers are:   * Conformance to requirements * Capability and Experience * Ability to meet the timeframes * Project Methodology * Cost and Value for Money.   **Note:** Add or remove evaluation criteria as required. Ensure that your questions in Section 2, Part 4 and on your Evaluation Document align with your criteria. |

## Remove this page if a detailed specification is not required for the purchase

# **ATTACHMENT A - SPECIFICATION**

|  |  |
| --- | --- |
| 1. **BACKGROUND/SCOPE** | |
| <<Customer to provide a brief description of the goods or services and any background information. Include what is to be achieved, compatibility with other equipment, how the item is to be used and context etc.>> | |
| 1. **TECHNICAL/FUNCATIONAL REQUIREMENTS** | |
| **Mandatory requirements** | List any "must haves" (if supplier cannot meet, then their offer will be excluded from evaluation) |
| **Customer to describe requirements/scope of work** | Describe requirements or scope of work in detail |
| **Customer to insert Key Deliverables and Milestones (if applicable)** | Insert any Key Deliverables and/or Milestones (if applicable) |
| **Delivery address (if applicable)** | Insert delivery address (if applicable) |

# **SECTION 2 – SUPPLIER RESPONSE**

## Supplier Information

|  |  |
| --- | --- |
| **Supplier Name** | Insert Supplier business name |
| **Supplier ABN or ACN** | Insert Supplier ABN or ACN |
| **Contact Name** | Insert supplier contact name |
| **Position** | Insert position of supplier contact |
| **Postal Address** | Insert supplier postal address |
| **Phone** | Insert supplier phone number |
| **Email** | Insert supplier email |

## Mandatory Requirements

## The Supplier is to confirm compliance with the Mandatory Requirements.

|  |  |
| --- | --- |
| **Does the Supplier agree to comply with the Insurance requirements as specified in Section 1, Part 5?** | Yes  No  Expiry date: Insert details  Insured amount: Insert details |
| **Does the Supplier declare that they comply with the Queensland Government’s** [**Ethical Supplier Threshold**](https://www.business.qld.gov.au/running-business/marketing-sales/tendering/supply-queensland-government/ethical-supplier-requirements/threshold)**?** | Yes  No  Details: Insert details |
| **Does the Supplier agree to comply with any other mandatory requirements specified in Section 1 or in Attachment A (if applicable)?** | Yes  No  Details: Insert details |

## Conditions

|  |  |
| --- | --- |
| **Does the Supplier agree to comply with the Contract Conditions specified in Section 1, Part 4?** | Yes  No |

## Conflict of interest

|  |  |
| --- | --- |
| **The Supplier is to 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 details |

## Requirements

## The Supplier is to detail how they will meet the requirements specified in Section 1, and (if applicable) Attachment A.

## Note: update as appropriate for your evaluation criteria.

|  |  |
| --- | --- |
| **Evaluation Criteria 1: Conformance to Requirements**  Detail how the Supplier will meet the requirements specified in Section 1 and Attachment A (if applicable). | Insert details |
| **Evaluation Criteria 2: Capability and Experience**  Provide detail of the capability and experience of the Supplier and of any Key Personnel/subcontractors (if applicable) in delivering goods/services of this type? | Insert details |
| **Evaluation Criteria 3: Ability to meet Timeframes**  Please confirm that the Supplier has the resources available and capacity to commence on the specified contract start date of <insert date>? | Insert details |
| **Evaluation Criteria 4: Project Methodology**  Please advise of the Suppliers methodology for meeting the timeframes detailed in the Specification? | Insert details |
| **Evaluation Criteria 5: Cost and Value for Money**  Provide the Suppliers pricing at Section 6 below. In this section, please provide detail of:   * the warranty provided on the goods; * support, maintenance, or servicing included; and * any additional costs or specific exclusions | Insert details |
| **Is the Supplier:** | |
| Classified as an Aboriginal and Torres Strait Business? | Yes  No |
| Business size? | Small business (less than 20 employees)  Medium Enterprise (20 or more but less than 200 employees)  Large Enterprise (200 or more employees) |
| Classified as a Social Enterprise? | Yes  No |
| A local supplier (within 125km from where the goods or services are to be supplied)? | Yes  No |

## Pricing

| **Goods/Services Offered and Pricing Description** | **Supplier’s Response** | | | | |
| --- | --- | --- | --- | --- | --- |
| *(Attach brochures/attachments or other documentary evidence of compliance with requirement, if necessary)* | **Quantity** | **Unit Price (excl. GST)** | **GST Payable (Per unit)** | | **Total Price (incl. GST)** |
|  |  | $ | $ | | $ |
|  |  | $ | $ | | $ |
|  |  | $ | $ | | $ |
|  | **Delivery / Other Costs** | | | | $ |
| **Settlement Discount** (if applicable) ....... % ........Days  If no discount is offered, then the Customer’s standard payment terms of 30 days shall apply.  Supplier is a small business registered with the On Time Payment Small Business Register – payment terms are 20 days. | **$** | | | **$** | **$** |
| **Total Unit Price (excl. GST)** | | | **Total GST Payable** | **Total Price (incl. GST)** |

## Supplier Authorisation

|  |  |  |
| --- | --- | --- |
| **This quote is submitted by the Supplier’s authorised representative. By signing, the Supplier is offering to enter a Contract on the terms set out in this document and the Conditions of Contract listed in Section 1.** | | |
| Signature | Name and Position | ......./......./.......  Date |

***Privacy Statement*** *-* The Department is collecting information from the Offeror, which may include personal information, for the purpose of administering the quotation process and contract. This information may be shared with Queensland Government departments or agencies, Queensland Government Bodies, Non-Government Organisations and/or Commonwealth, States or Territories for the purpose of administering the quotation process and contract or made publicly available in accordance with the requirements of the Queensland Procurement Policy. Personal Information will not be otherwise disclosed to any other third party without consent of the Offeror, except where authorised or required by Law.

# **Attachment B – Request for Quote (RFQ) Conditions**

## Interpretation

These RFQ Conditions may be used where the Customer is seeking offers to enter a Contract.

The Definitions and Interpretation (version 3.1 published February 2023) will apply to these RFQ Conditions, available via this [website](https://www.forgov.qld.gov.au/general-goods-and-services-templates).

## RFQ process

### 2.1 Supplier acceptance

By participating in the RFQ Process, the Supplier accepts these Conditions.

By submitting an offer, the Supplier offers to enter a Contract with the Customer under which for Goods, Services and Deliverables and acknowledges that the Customer may accept the offer during the Offer Validity Period.

### 2.2 Customer discretion

The Customer may make any changes to the RFQ Process in its absolute discretion, by notifying the Supplier including by publication on the Queensland Government QTenders website were considered appropriate by the Customer. This may include:

1. adding the terms and conditions applicable to the RFQ Process, including terms of the RFQ Conditions and/or proposed Contract.
2. adding or changing Requirements.
3. amending dates including extending the Closing date and time.
4. amending the evaluation criteria stipulated in the RFQ and/or
5. cancelling the RFQ Process.

Without limitation, the Customer may, during the RFQ Process:

1. consider, accept, or reject an offer received after the Closing date and time.
2. consider, accept, or reject non-Conforming Offers, alternative or innovative offers, offers in part, or multiple offers.
3. obtain information about the Supplier relevant to the evaluation criteria that may be held by any Government Department or Instrumentality and take the information into account in assessing the offer.
4. conduct checks on the Supplier with other Queensland Government departments and agencies, and Queensland Government Bodies.
5. reject any or all offers.
6. accept an offer that did not progress through all phases of the evaluation process.
7. amend the evaluation criteria stipulated in the RFQ document.
8. exercise discretion in evaluating any subjective evaluation criteria.
9. negotiate with one or more Suppliers and allow any Supplier to vary its offer.
10. interview, negotiate or hold discussions with any Supplier on any matter contained (or proposed to be contained) in an offer to the exclusion of others.
11. request some or all Suppliers to conduct site visits, provide references and additional information, and/or make themselves available for panel interviews.
12. change the terms and conditions applicable to the RFQ Process, including terms of the proposed Contract; or
13. conduct checks on the Supplier or request the Supplier to substantiate to the Customer’s satisfaction information supplied by the Supplier during the RFQ 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 RFQ Process.

### 2.3 Contract structure

The Suppliers attention is drawn to the fact that the Customer reserves the right, at any time during the term of any Contract established as a result of this RFQ Process to:

1. engage other suppliers for the supply of the Goods, Services, and other Deliverables the same or similar to the deliverables and
2. enter into Contracts with other suppliers for the supply of Goods, Services and Deliverables, notwithstanding that the other suppliers did not participate in the RFQ Process, for any reason, including if the Customer considers it is necessary or desirable to comply with government policy regarding diversity in supply chains, the achievement of social objectives or in the interest of public health and safety.

### 2.4 Statistical and other relevant data

Statistical and other relevant data provided in this RFQ Process is not to be construed as a guarantee for providing any business whatsoever by the Customer. The Supplier shall make no claim for anticipated profit or for loss of profit because of any difference between the data provided to assist Suppliers in compiling an offer and the volume of goods or services actually required by the Customer and so provided by the Supplier during the period of the Contract.

### 2.5 No process contracts

The conduct of the RFQ Process does not give rise to any legal or equitable relationship. A Supplier will not be entitled to claim compensation or loss from the Customer for any matter arising out of the RFQ Process, including but not limited to any failure by the Customer to comply with these RFQ Conditions.

## Alternative and/or innovative offers

The Queensland Procurement Policy promotes an outcome focussed approach, seeking opportunities to innovate and improve value for money. Suppliers are encouraged to submit alternative and/or 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 process, 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 RFQ Process is at the Supplier’s cost. The Customer is not required to pay compensation to the Supplier in relation to the RFQ Process in any circumstances, for any reason.

## Subject to contract

No Contract will be formed between the Customer and the Supplier unless and until a contract is established in one of the ways identified in the Basic Purchasing Conditions / General Contract Conditions.

## Compliance

The Supplier must:

1. (**communication**) direct all inquiries relating to the RFQ to the Customer’s contact person, and not discuss this RFQ Process with any other person except as required to prepare its offer.
2. (**laws**) comply with all Laws, including the *Disability Discrimination Act 1992* (Cth), the *Human Rights Act 2019* (Qld), *Modern Slavery Act* *2018* (Cth)and all Acts referenced in the Ethical Supplier Threshold and ensure that the Supplier’s actions do not cause the Customer to breach any Laws.
3. (**confidentiality**) keep confidential all Confidential Information which it obtains as part of the RFQ Process, not use it except for the purpose of responding to the RFQ, and not disclose it except to its Personnel on a need-to-know basis for the purpose of responding to the RFQ, or with the Customer’s consent, or to the extent required by Law, or to its professional advisors.
4. (**privacy**) if it collects or has access to any Personal Information in connection with the RFQ 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.
5. (**no publicity**) not make any public announcements or advertisement relating to the RFQ Process.
6. (**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.
7. (**personnel**) ensure that its Personnel also comply with these requirements.
8. **(insurances)** if required in Part B: One Off – Contract Details or Short Form Contract Details, the Supplier is to provide relevant and current insurance certificates with their offer. If requested after the closing date for offers, the Supplier is required to provide relevant and current insurance certificates within five (5) Business Days of the request from the Customer unless otherwise indicated by the Customer.

## Warranties

### 8.1. Anti-competitive conduct

The Supplier warrants that neither it, nor its Personnel have engaged in, or will engage in, any collusive, anti-competitive or similar conduct in connection with the RFQ Process, or any actual or potential Contract with any entity for goods and services similar to the Goods and Services.

### 8.2. Conflict of interest

The Supplier warrants that neither it nor its Personnel have or are likely to have a Conflict of Interest in connection with this RFQ Process, 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 RFQ Process and the term of any Contract subsequently entered as a result of this RFQ Process.

If during the RFQ Process period, a Conflict of Interest arises, or appears likely to arise, the Supplier must notify the Customer immediately and take such steps to resolve or otherwise deal with the Conflict of Interest to the reasonable satisfaction of the Customer.

### 8.3. Criminal organisation

The Supplier warrants that the Supplier and, to the best of its knowledge and belief having made reasonable enquiries, its Personnel, have not been convicted of an offence under the Criminal Code in the *Criminal Code Act 1899* (Qld) where one of the elements of the offence is that the person is a participant in a criminal organisation within the meaning of the Criminal Code.

### 8.4. Accuracy of information

The Supplier warrants that all representations, declarations, statements, information, and documents made or provided by the Supplier (including its representatives) in connection with the RFQ Process (**‘Supplier Information**’) are complete, accurate, up-to-date, and not misleading in any way.

### 8.5. Warranties are ongoing

The warranties in this section are provided as at the date of the Supplier’s offer to the RFQ Process 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 RFQ 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.

### 8.6. 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 from the RFQ Process, or terminate the Contract with the Supplier which is subsequently entered into as a result of the RFQ Process, where it believes the Supplier has breached any warranty in this clause.

## Section 89 of the Criminal Code

Section 89 (1) of the Criminal Code in the *Criminal Code Act 1899* (Qld) makes it an offence for a person employed in the public service to knowingly acquire or hold, other than as a member of a registered joint stock company consisting of more than 20 persons, a private interest in a contract or agreement which is made on account of the public service with respect to any matter concerning the department of the service in which the person is employed. Section 89 (2) provides that the person does not commit an offence if, before the person acquires or starts to hold the private interest, the person discloses the nature of the interest to the chief executive of the department for which they are employed and the chief executive authorises the person in writing, to hold or acquire the interest

For the purpose of this clause 9, an ‘employee’ is an individual who receives or is entitled to receive salary or wages through the payroll system of the Customer.

The Supplier warrants that it will not submit an offer which, if accepted, would result in an individual being in breach of section 89 of the *Criminal Code Act 1899* (Qld).

## Access and inspection

The Supplier must, on reasonable prior written notice from the Customer, give the Customer reasonable access to the Supplier’s premises and to Supplier documentation, records, and Personnel, to enable the Customer or a third party engaged by the Customer to verify:

1. the completeness and accuracy of information provided by the Supplier in connection with the RFQ Process; and
2. the Supplier’s compliance with its obligations under these RFQ Conditions.

## Supplier confidential information

The Customer will keep confidential all Confidential Information of the Supplier which it obtains as part of the RFQ Process.

The Customer may use Supplier Confidential Information for the purposes of the RFQ Process.

The Customer may disclose Supplier Confidential Information:

1. to its Personnel for the purposes of the RFQ Process.
2. as required under the *Right to Information Act 2009* (Qld)or *Information Privacy 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 RFQ Process and any resulting Contract on the [Queensland Contracts Directory](http://qcd.hpw.qld.gov.au/Pages/home.aspx), where required or recommended by the Queensland Procurement Policy.