Part A: Invitation to Offer

For the releasing of one-off Invitation to Offers (ITOs) for the purchase of goods and services (non-ICT)

Department of <<Insert Department Name>>

Invitation Title: [Insert]

Reference No: [Insert]

Date of Issue: [Insert]

Closing date: [Insert]

|  |
| --- |
| **NOTE FOR PROCUREMENT OFFICERS - REMOVE PRIOR TO RELEASE** |
| This is a suggested template for agency use in developing the ITO Part A document, which is to form part of the ITO to establish a Contract. Agencies need to ensure that the ITO Part A document, which is ultimately developed, is suitable and appropriate for their individual procurement purposes and complies with all agency policies.  Use this template for releasing one-off ITOs for purchases of General goods and services (non-ICT).  Agencies are to:   * Complete yellow highlighted fields to reflect ITO requirements. * Remove any comments (in the right column). * Ensure the Table of Contents is updated. * Issue this document in Adobe Acrobat (.pdf).   Procurement officers must also separately complete Part B: Contract Details and Part C: ITO Response Schedules and issue them with this ITO. Instructions to Suppliers are included in ***bold italics*** and should be retained in the final version of the ITO. |

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| --- |
| **NOTE TO SUPPLIERS** |
| **The Invitation to Offer (ITO) contains:**   * **Part A: Invitation to Offer** – **SUPPLIER TO READ AND RETAIN** – provides information about the ITO, the evaluation criteria and ITO conditions. * **Part B: Contract Details** – **SUPPLIER TO READ AND RETAIN** – provides details of the intended Contract (in draft). If a Supplier is successful, a final Contract Details document will be agreed to by the Supplier and Customer. * **Part C: ITO Response Schedules – SUPPLIER TO COMPLETE AND RETURN** – details the information required, for completion by the Supplier, to submit an offer and includes the Supplier’s acknowledgements and certifications. |

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**Part B: Contract Details (draft contract) – refer to separate document**

**Part C: ITO response schedules – refer to separate document**

# Information about this opportunity

This section sets out information about the Invitation Process, the 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 Supplier’s offer.

Documents included in the ITO process are detailed in section 1.7 of this document.

The Supplier **must not** make any changes to either this Part A: Invitation to Offer or Part B: Contract Details.

## 1.1 About the Queensland procurement strategy

The Queensland Procurement Strategy focus is to ensure informed decisions are made about how government funds are used to prioritise Queensland businesses, support local jobs in regional Queensland and achieve more positive outcomes on behalf of taxpayers.

The Strategy outlines how the Queensland Government will use its spend to support the Government’s objectives to:

* help Queenslanders prosper;
* make it easier for local businesses; and
* create and sustain real value in order to achieve positive economic, social and environmental outcomes across the State.

It also demonstrates the Government’s focus on delivering for regional Queensland and its commitment to investing in technology and innovation and to choose ethical businesses.

The Strategy is supported by the Queensland Procurement Policy, which applies to agencies and government-owned corporations.

This ITO will deliver customer-focused, value for money outcomes and encourage strong industry partnerships and innovative procurement.

## 1.2 Summary of opportunity and Customer objectives

Suppliers are invited by the Customer to submit an offer for ITO No. <<ITO No.>> for the provision of *<<* insert purpose and objectives or detail the business outcomes required*>>* as specified in Part B: Contract Details document.

The Customer is committed to advancing the economic, environmental and social objectives of the Queensland Government, including maximising Queensland suppliers’ opportunities to participate in government business, supporting regional and remote economies, and doing business with ethically, environmentally and socially responsible suppliers.

The scope of the potential Contract will cover the following requirements (see Part B – Contract Details – Schedule 1 Requirements for full details):

1. <<insert brief summary and scope of the opportunity (what are we looking for?)>>

The following is out-of-scope for this ITO:

1. <<details>>

For information regarding completing tenders for government business, please refer to [Supply to Queensland Government](https://www.business.qld.gov.au/running-business/marketing-sales/tendering/supply-queensland-government/supplier-guide).

## 1.3 Closing time and date

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

## 1.4 Indicative timetable (subject to change)

|  |  |
| --- | --- |
| **Invitation issued** | *<<insert date>>* |
| **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 for evaluation of offers** | *<<insert>>* |
| **Intended negotiations with Supplier(s)** | *<<insert>>* |
| **Intended date for formal notification of successful Supplier** | *<<insert>>* |
| **Intended Contract start date** | *<<insert>>* |

## Evaluation

### Evaluation process

The offer evaluation process will involve an assessment of Supplier offers received against the criteria listed below. The Customer reserves the right to shortlist offers during the evaluation process using these evaluation criteria or a subset of the criteria. The evaluation process may also involve discussions with Suppliers, reference, financial and corporate checks, a demonstration from shortlisted Suppliers and/or site visit assessment.

Any Supplier offer that has demonstrated a failure in capability or capacity to meet the Customer’s requirements for any evaluation criterion may be set aside from further evaluation.

The Customer may require shortlisted Suppliers, as part of the evaluation process, to attend a formal negotiation meeting to discuss and confirm details of the Supplier’s offer and both parties understanding of the requirements.

### Evaluation criteria

The Customer is not evaluating offers on the sole criterion of price. The criteria against which the Supplier’s offer will be evaluated includes:

#### Mandatory criteria

1. <<insert mandatory requirements>>.

#### Desirable criteria

1. Capability and relevant experience;
2. Ability to meet the requirements and the Customer’s objectives;
3. Quality;
4. Cost and value for money;
5. Contract compliance;
6. Local Benefits Test;
7. Alignment with the Queensland Government’s priorities;
8. Small business;
9. Indigenous business;
10. Stand against Domestic and Family Violence;
11. Social enterprise;
12. Environment;
13. Business continuity planning; and
14. Opportunities for innovation and improvement (see Part C: ITO Response Schedules).

## 1.6 Documents that make up the ITO

This ITO is made up of the following documents and includes the definitions and rules of interpretation available on the [Queensland Government website](https://www.forgov.qld.gov.au/general-goods-and-services-templates).

| **Document** | | **Instructions to Supplier** |
| --- | --- | --- |
| **Part A** | **Invitation to Offer (ITO)**  For information only. Provides details of offer conditions, timetable, contacts, evaluation criteria and other general information. | ***READ ONLY***  ***Supplier to read and retain.*** |
| **Part B** | **Contract Details**  This forms part of the Contract that the Customer will enter into with the Supplier if the Supplier is successful. It contains details of the intended Contract, including requirements, price and payment schedule, performance monitoring and governance requirements, and the terms of the Contract between the Supplier and the Customer. | ***READ ONLY***  ***Supplier to read and retain.***  ***Supplier to provide details of any proposed departures in Sections 22 and 23 of Part C: ITO Response Schedules.*** |
| **Part C** | **ITO Response Schedules**  The Response Schedules are for completion by the Supplier to submit an offer. The Supplier is to ensure that its offer is signed by a representative who is authorised to sign the offer on its behalf. | ***COMPLETE AND RETURN*** |
|  | * **Schedule A – Response Schedules (including any Attachments)** | ***Supplier to complete, sign and return with offer.*** |
|  | * **Schedule B – Alternative and Innovative offers** | ***Supplier to complete and return with offer, only if submitting an Alternative offer or Innovative offer.*** |
|  | * **Supplier acknowledgements and certifications** | ***Supplier to complete, sign and return with offer.*** |

## 1.7 Formation of a contract

The Supplier must submit their Offer within **Part C: ITO Response Schedules** and confirm acceptance of or otherwise identify any proposed departures from the Comprehensive Contract Conditionsand/or any additional terms specified by the Customer.

A Contract will not be formed until a final Contract Detailsdocument is agreed between the Customer and the Supplier. The final Contract Detailsdocument is agreed to by both parties.

## 1.8 Offer validity period

Offers must remain open and capable of being accepted by the Customer for a minimum period of **<<120>> days**.

## 1.9 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 ITO;
3. be open for the minimum validity period;
4. satisfy all mandatory requirements;
5. respond to all sections of the ITO document Response Schedules within Part C;
6. review any associated documents referred to in the Contract Details; and
7. <<insert other minimum requirements if applicable>>.

## 1.10 Offer clarifications or questions

All clarifications or questions related to the ITO must be communicated in writing directly to the Customer contact person identified in section 1.15 and in accordance with the timeframes identified in section 1.4.

## 1.11 How offers are to be submitted

Offers must be lodged electronically to the [QTenders website](https://www.hpw.qld.gov.au/qtenders/index.do) at <http://www.hpw.qld.gov.au/qtenders> in accordance with the following:

1. Offers must be submitted in the following software package/s: **one copy** in Microsoft Word compatible with Microsoft Office 2003 and **one copy** in Adobe PDF;
2. All files that comprise an offer must be uploaded on the QTenders website;
3. Suppliers responding to a public ITO must log in using the system user name and password, before uploading the offer;
4. Suppliers responding to a select ITO must first log in using the system user name and password, to access the ITO;
5. Electronic file limits are 100MB per upload. This can be a 1x100MB file or 50x2MB files. If the supplier has more than that to upload, the supplier would need to do multiple uploads. QTenders will place all of that supplier’s uploads under their business ID. It should be noted that depending on the connection and other circumstances, large uploads of multiple files can take a while, and it may be better for the Supplier to upload in smaller batches of files.

**OR**

Suppliers are required to submit one unbound hard copy original and <<number of copies required>> bound copy/s of the offer. Offers are also to be accompanied by one (1) soft copy (DVD/USB), compatible with Microsoft Office 2003 or Adobe PDF <<and details of any samples as required>>. The following information MUST be identified on the front of the sealed envelope:

**Private and Confidential**

<<ITO No.>> <<ITO Title>>

No. of Packages <<(e.g. 1 of 2 or 2 of 2 etc.)>>

<<Closing Date>>

Attention: <<Contact Officer name>>

<<Phone Number>>

Department of <<insert Department Name>>

And addressed to: Queensland Government Tender Box

Decipha Pty Ltd

GPO Box 2482

(or if by hand, 2 Duncan Street, West End, Q 4101)

BRISBANE QLD 4001

## 1.12 Invitation to offer conditions

The ITO Conditions are set out in [Attachment A](#_Attachment_A_–) of this document.

## 1.13 Invitation to offer conditions – additional provisions

The following additional ITO Conditions will apply to the ITO.

|  |  |
| --- | --- |
| **Clause Number** | **Invitation to Offer Conditions** |
| **<<Clause No.>>** | Clause <<Clause No.>> is added to the ITO Conditions  **<<title of additional condition>>**  <<additional condition>> |

## 1.14 Customer’s contact person

**The Customer’s contact** person**/s for this ITO process:**

|  |  |
| --- | --- |
| **Name** |  |
| **Position** |  |
| **Agency** |  |
| **Email** |  |

## 1.15 Complaints

If at any time during the ITO Process, a Supplier considers that it has been unreasonably or unfairly treated, and the Supplier has not been able to resolve the issue with the Customer’s 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:

<<eg [QGP-Workflow@hpw.qld.gov.au](mailto:QGP-Workflow@hpw.qld.gov.au)>> with the subject ‘*Attention: Complaints Coordinator*’

Further details on the complaints management process can be found via: [Make a complaint - Procurement | For government | Queensland Government](https://www.business.qld.gov.au/running-business/marketing-sales/tendering/supply-queensland-government/procurement-complaint)*.*

The Supplier should contact the below person if the matter is unable to be resolved with the Customer’s contact person:

|  |  |
| --- | --- |
| **Name** |  |
| **Position** |  |
| **Agency** |  |
| **Email address** |  |

## 1.16 Privacy notice

The Customer is collecting Personal Information from the Supplier for the purpose of administering the Invitation Process and any Contract formed. 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 Procurement Policy. An individual can gain access to Personal Information held by the Customer about the individual in certain circumstances.

# Attachment A – ITO conditions

## **Interpretation**

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

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

## **Invitation process**

### Supplier acceptance

By participating in the Invitation Process, the Supplier accepts these ITO Conditions.

By submitting an offer, the Supplier offers to enter into 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.

### Customer discretion

The Customer may make any changes to the Invitation Process in its absolute discretion by notifying the Supplier, including 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 Invitation Process, including terms of the ITO 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 ITO; and/or
5. cancelling the Invitation Process.

Without limitation, the Customer may, during the Invitation 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 ITO 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 Invitation 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 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.

### Contract structure

The Supplier's 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 Invitation 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 Invitation 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.

### Statistical and other relevant data

Statistical and other relevant data provided in this Invitation 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 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.

### No process contract

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

## **Alternative and/or innovative offers**

The Queensland Procurement Policy promotes an outcome focused approach, seeking opportunities to innovate and improve value for money. Accordingly, 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 ITO 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 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 a contract is established in one of the ways identified in the Comprehensive Contract Conditions.

## **Compliance**

The Supplier must:

1. (**communication**) direct all inquiries relating to the ITO to the Customer’s contact person, and not discuss this Invitation 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 Invitation Process, not use it except for the purpose of responding to the ITO, and not disclose it except to its Personnel on a need to know basis for the purpose of responding to the ITO, 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 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.
5. (**no publicity**) not make any public announcements or advertisement relating to the Invitation 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: 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**

### Anti-competitive conduct

The Supplier warrants that neither it, nor its Personnel has engaged in, or will engage 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.

### 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 Invitation 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 Invitation Process and the term of any Contract subsequently entered as a result of this Invitation Process.

If during the Invitation 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.

### 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.

### Accuracy of information

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

### Warranties are ongoing

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

### 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 Invitation Process, or terminate the Contract with the Supplier, which is subsequently entered into as a result of the Invitation 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, 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 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 Invitation Process; and
2. the Supplier’s compliance with its obligations under these ITO Conditions.

## **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 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 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 the Queensland Procurement Policy.