



Request for Quotes

Conditions of Quotation

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Conditions of Response

1. Definitions

In this RFQ:

- 1.1 **Closing Time** means the time and date specified in clause 5.2, or such later time and date as may be notified in writing to Respondents by the Council.
- 1.2 **GST** means the Goods and Services Tax payable pursuant to the *A New Tax System (Goods and Services Tax) Act 1999*.
- 1.3 **Goods** means the goods sought to be purchased by the Council pursuant to this RFQ.
- 1.4 **Respondent** refers to any party who responds to this RFQ.
- 1.5 **RFQ** means this Request for Quotes.
- 1.6 **Request for Quote Form** means the form provided with this RFQ
- 1.7 **Quote** means a quote submitted by a Respondent pursuant to this RFQ.
- 1.8 **Schedules** means the schedules contained the Request for Quote Form.
- 1.9 **Services** means the services sought to be purchased by the Council pursuant to this RFQ.
- 1.10 **Specifications** means the specifications provided as part of this RFQ (if any).

2. Request for Quotes

- 2.1 The Council seeks Quotes from Respondents for the provision of the Goods, Works or Services, which are further described in either the:
 - 2.1.1 Request for Quote Form; and/or
 - 2.1.2 Specifications.
- 2.2 Respondents must not use this RFQ (including any attached technical and other written information supplied by the Council) for any purpose other than to prepare a Quote. This includes not copying this RFQ (including any attached technical and other written information supplied by the Council) and providing a copy to any third party not involved in the preparation of a Quote.

3. Communication between the Parties

3.1 Enquiries or Requests for Information or Clarification

- 3.1.1 Any enquiries or requests for information or clarification regarding this RFQ must be made in writing and addressed to the Nominated Contact Person whose email address is stated in the Request for Quote Form. (Note where an RFQ is issued via Vendor Panel, then any enquiries, requests for information or clarifications should be made through Vendor Panel).

- 3.1.2 The Nominated Contact Person may (but is not obligated to) respond to a Respondent's enquiries or requests for information or clarification.
- 3.1.3 If the Council provides any information to a Respondent by way of clarification, then the Council reserves the right to provide that information to all Respondents for the RFQ.
- 3.1.4 No statement made by the Nominated Contact Person, or any other representative of the Council should be construed as modifying this RFQ or any of the Documents, unless confirmed in writing by the Nominated Contact Person.

4. **Quoted Prices**

- 4.1 Prices quoted are to be in the manner described in the Request for Quote Form.
- 4.2 All prices for the Services are to be fixed unless variation is permitted in either the:
 - 4.2.1 Terms and Conditions of Purchase Order; or
 - 4.2.2 Conditions of Contract;whichever are applicable to this RFQ
- 4.3 Quoted prices must **include** GST and all applicable levies, duties, taxes and charges.
- 4.4 Any charge not stated in the Quote will not be payable by the Council.

5. **Lodgement of Quotes**

- 5.1 The Respondent must submit the Request for Quote Form;
- 5.2 **Lodgement of Quotes**
 - 5.2.1 Quotes must be lodged in accordance with this clause 5.
 - 5.2.2 Quotes must be lodged electronically via:
 - 5.2.1.1 Vendor Panel; or
 - 5.2.1.2 SA Tenders website; or
 - 5.2.1.3 attached to a message sent to the nominated email address;as instructed in the Request for Quote Form.
 - 5.2.3 Quotes lodged by any other means may not be considered.
 - 5.2.4 Where there is any inconsistency between the lodgement procedure set out on the SA Tenders website and those set out in this RFQ, this RFQ will prevail.
 - 5.2.5 Respondents warrant that they have taken all reasonable steps to ensure that their Quotes are free of viruses or any other matter which would cause harm to the Council's website or systems.

- 5.2.6 Respondents acknowledge that it is their sole responsibility to ensure that sufficient time has been allowed for Quote lodgement, including time that may be required for any problem analysis and resolution prior to the Closing Time.
- 5.2.7 If Respondents have any problem uploading their Quote, they must contact the Nominated Contact Person prior to the Closing Time. Any failure to do so may result in the Response being deemed a Non-Conforming Response.

6. Quote Closing Time

- 6.1 This RFQ closes at the Closing Time stated in the Request for Quote Form.
- 6.2 Quotes received after the Closing Time may not be considered.
- 6.3 The Council will not accept any responsibility in the event that a Quote is not received by the Closing Time.

7. Non-Conforming Quote

- 7.1 Any Quote may be rejected if it does not conform with the requirements of the Specifications or this RFQ.

8. Acceptance of Quote

- 8.1 The Respondent agrees that the Quote remains open for a minimum period of 60 days after the Closing Time.
- 8.2 The quote is not accepted until the Council issues a written notice of acceptance to the respondent,

9. No Legal Requirement

- 9.1 The issue of this RFQ or any response to it does not commit, obligate or otherwise create a legal requirement on the Council to acquire the Goods, Works or Services from a Respondent until the quote has been accepted in accordance with clause 8; and
 - 9.1.1 The Council issues a Purchase Order to the respondent; or
 - 9.1.2 A contract is signed by both parties.

10. Council's Rights

The Council reserves the right to:

- 10.1 amend, vary, supplement or terminate this RFQ at any time;
- 10.2 accept or reject any Quote, including the lowest price Quote;
- 10.3 negotiate with any service provider on all or any part of the Goods, Works or Services to be supplied pursuant to this RFQ;

- 10.4 postpone or abandon this RFQ;
- 10.5 add or remove any Respondent;
- 10.6 accept or reject any Quotes;
- 10.7 accept all or part of any Quote;
- 10.8 negotiate or not negotiate with one or more Respondents;
- 10.9 discontinue negotiations with any Respondent; and
- 10.10 include the Respondents' names in Council reports and make them public. This may include the order of Respondents on the basis of quoted price but without the specific amount quoted.

11. Quote Evaluation

- 11.1 In assessing Quotes, the Council will have regard to a combination of Mandatory and Qualitative Criteria as set out in the Request for Quote Form.
 - 11.1.1 **Mandatory Criteria** are criteria to which compliance must be demonstrated otherwise your quote may not be accepted. (Note Mandatory Criteria may not be required in particular for any requests issued via Vendor Panel, in which respondents have already provided this information)
 - 11.1.2 **Qualitative Criteria** are criteria which will be scored and entered into a weighted matrix to determine order of preference.
- 11.2 Council reserves the right to conduct due diligence checks (such as referees and/or financial checks) as part of the evaluation process.

12. Respondent's Confidential Information

- 12.1 Subject to clause 12.2, the Council will treat as confidential all Quotes submitted by Respondents in connection with this RFQ.
- 12.2 The Council will not be taken to have breached any obligation to keep information provided by Respondents confidential to the extent that the information:
 - 12.2.1 is disclosed by the Council to its advisers, officers, employees or subcontractors solely in order to conduct the RFQ process or to prepare and manage any resultant agreement;
 - 12.2.2 is disclosed to the Council's internal management personnel, solely to enable effective management or auditing of the RFQ process;
 - 12.2.3 is disclosed by the Council to the responsible Minister;
 - 12.2.4 is authorised or required by law to be disclosed; or
 - 12.2.5 is in the public domain otherwise than due to a breach of the relevant obligations of confidentiality.

13. **Governing Law**

13.1 This RFQ is governed by the law in South Australia.

13.2 The parties irrevocably submit to the exclusive jurisdiction of the courts in South Australia.

14. **ICAC**

Respondents acknowledge that if they enter into a contract with the Council they will be considered to be public officers for the purposes of the *Independent Commissioner Against Corruption Act, 2012 (SA)* (**ICAC Act**) and will be obliged to comply with the ICAC Act and the Directions and Guidelines issued pursuant to the ICAC Act.