THE STATE OF TASMANIA

Request for Quotation - Supply of Information Technology (IT) Products and/or Services

[*Insert concise description of the IT Products and/or Services*]

This Request for Quotation (**RFQ**) for the supply of IT Products and/or Services is issued by
the State of Tasmania acting through the Department of [*insert name*].

This document comprises the following parts:

Part A: RFQ Overview
Part B: RFQ Information Table
Part C: Proposed Order
Part D: Glossary of Terms
Part E: Conditions of Quotation
Part F: Conditions of Contract
Part G: Quotation Form

Warning: This RFQ is only to be used for the supply of IT Products and/or Services under a GITC Head Agreement. Do not use this RFQ for the procurement of any other goods and services.

If this RFQ is being used for the supply of Products and/or Services comprising hardware and related services under the Treasury/Whole of Government C150 Information and Communications Technology Hardware Contract (**C150**), the terms of which include the GITC Head Agreement, then:

- the Department must ensure the terms of the RFQ comply with the terms and conditions of C150; and
- only existing suppliers party to C150 should be invited to submit a Quotation in response to this RFQ.

Drafters are referred to "Additional C150 Purchasing Conditions" on the website www.purchasing.tas.gov.au>Contracts>All Contracts>C150 for the relevant C150 terms and conditions.

Part A: RFQ Overview

The description of the Products and/or Services to be provided is set out in Item 1 and Item 2 of the Proposed Order.

Details about how to lodge a Quotation are set out in Item 3 of the RFQ Information Table.

Conditions of Quotation: Please read the Conditions of Quotation in Part E before submitting a Quotation. The RFQ Information Table in Part B also forms part of the Conditions of Quotation. The Conditions of Quotation are the conditions upon which the State is prepared to receive and evaluate Quotations. Failure to strictly observe these conditions may result in a Quotation being rejected without evaluation.

Conditions of Contract: Please read the Conditions of Contract in Part F. The Conditions of Contract for the supply of the Products and/or Services comprise the GITC Head Agreement and the Proposed Order. Prospective suppliers can obtain a copy of the required form of GITC Head Agreement from the website www.purchasing.tas.gov.au>Contracts>GITC or by contacting the Contact Officer.

Quotation Form: The Quotation Form in Part G is a required form that **must** be completed. Do not separate the Quotation Form from this RFQ document. A Quotation is likely to be rejected if the Quotation Form is not used. A Quotation must contain (or be accompanied by) all the information and details required by this RFQ.

Enquires, and requests for further information about this RFQ, should be directed to the Contact Officer as follows:

Contact Officer: [*Insert contact officer name*]

Telephone: (03) [*Insert telephone number*] Email: [*Insert email address*]

Facsimile: (03) [*Insert facsimile number*]

Part B: RFQ Information Table

Item 1:	**Closing date and time for lodgement of a Quotation:**	The closing date and time for lodgement of a Quotation is [*Insert date and time by which quotations are to be lodged*] Tasmanian time. The State may extend the closing date and time.
Item 2:	**Pre-quotation briefing session details:**	[*Select one of the following alternatives: Alternative 1:* ~ Pre-quotation briefing details are as follows [*Insert details of time, date*]. It is strongly recommended that all prospective suppliers attend. ~ *Alternative 2:* ~ It is not intended to hold any pre-quotation briefing sessions. ~]
Item 3:	**Place and method of lodging a Quotation:**	A Quotation must be lodged as follows: [*Insert details*]
Item 4:	**Status of Quotation:**	A Quotation lodged by a prospective supplier in response to this RFQ constitutes an offer by the prospective supplier to supply the Products and/or Services. The acceptance of that Quotation by the State, in accordance with this RFQ, will result in a legally binding contract for the supply of the Products and/or Services.
Item 5:	**Information to be provided by suppliers as part of Quotation:**	[*Insert information to be provided by prospective suppliers*]
Item 6:	**Evaluation criteria:**	The State in its evaluation of quotations will take all relevant factors into consideration, including value for money and enhancing opportunities for local businesses, to achieve the best outcome for the Government. In evaluating quotations, the State may take into consideration factors including, but not limited to: price; experience; previous performance; capability; safety performance; and conformity with the requirements of this RFQ and relevant Government policies.
Item 7:	**Notification of outcome:**	It is anticipated that the successful supplier will be notified in writing of the outcome of the RFQ process by [*insert date*]. Unsuccessful suppliers will be notified at the conclusion of the procurement process.
Item 8:	**Special conditions forming part of Conditions of Quotation:**	The following special conditions also form part of the Conditions of Quotation: [*Insert any special terms and conditions or, if there are none, insert 'Nil'*]

Part C: Proposed Order

[The following proposed terms of Order (with reference to the relevant clauses of the GITC Head Agreement if applicable) must be included in the Order.]

Item 1:	**Products and/or Services to be supplied (clause 1.1 of GITC):**	The following Products and/or Services are to be supplied: [*Insert detailed description of Products and/or Services*]
Item 2:	**Specifications applicable to the**	The Products and/or Services must comply with the following

	Products and/or Services to be supplied (clauses 1.1 and 10 of GITC):	specifications (the **Specifications**): [*Insert specification applicable to Products and/or Services*]
Item 3:	**(a) Delivery date or dates for the Products:**	The Products are to be delivered by the following date or dates: [*Insert date or dates by which Products are to be delivered, eg: 20 Business Days after the State notifies the Supplier in writing of acceptance of the Quotation*]
	(b) Timing for the delivery of the Services:	The Services are to be delivered as follows: [*This should include all major milestones, eg the contract commencement and completion dates, dates when deliverables are due, etc*]
Item 4:	**Site for delivery of the Products and/or Services:**	The Products and/or Services are to be delivered to, and/or at, the following location: [*Insert address for the delivery of the Products and/or Services*]
Item 5	**Warranty Period:**	The warranty period/s (**Warranty Period**) applicable to the Products and/or Services is [*Insert warranty period applicable to the Products and/or Services*]. [*NOTE: DRAFTER TO CHECK WITH OCS WHETHER FURTHER WARRANTIES NEED TO BE CONSIDERED IN RELATION TO PRODUCTS AND/OR SERVICES.]*
Item 6:	**Additional Insurances (clause 49.1 of GITC):**	[*Insert policy types, amounts, and periods, of insurance required*] *For example: "Clause 49.1 will apply and the following additional insurances will be required:* *Professional indemnity insurance for an amount of $10 000 000.00 in respect of each claim;* *etc."*
Item 7	**Limitations of liability (clause 68.4 of GITC)**	[*Complete either on the basis that no limitation of liability will apply, or if a limitation is applicable, specify the applicable limitation*] *For example: "Clause 68.4 is not applicable. Liability is not limited under this Contract in accordance with clause 68.4."* *Or* *"Clause 68.4 applies with liability under this Contract being limited in accordance with clause 68.4 to [$XMillion] for any one claim or series of claims arising out of a single occurrence."*
Item 8	**Liquidated Damages (Clause 69.1 of GITC)**	[*Complete either on the basis that liquidated damages are not applicable, or if applicable, specify the applicable amount*] *For example: Clause 69.1 is not applicable.* *Or* *"Clause 69.1 will apply and the amount of $[ ] in respect of each day of delay will apply if the following obligation is not met:*

		[detail obligation]"
Item 9	**Staged Implementation and Termination (clause 77 of GITC)**	[*Complete as applicable*] *For example: "Clauses 77.2 and 77.3 will/will not apply."*
Item 10	**Acceptance Testing (Clause 55 of GITC)**	*All acceptance testing requirements should be specified, including the tests required, what proof is required that the product has passed those tests (eg. Certificates), who is responsible for developing the tests and who is responsible for conducting the tests. If tests are complex, they may be undertaken externally.* *For example: "Acceptance Testing will be required and will be carried out by the successful supplier under the supervision of the State for no extra charge. The acceptance tests to be carried out will be as reasonably required by the State."*
Item 11	**Intellectual Property Ownership (clause 56 of GITC)**	*The State should indicate whether the standard position set out in clause 56 is to apply (that is, the State is to own all IP) or whether a modified position is to apply. Drafters should refer to the "IP User Guide Note for Modified Versions of Schedule 4 of the GITC Term Agreement" which has been issued by the Procurement and Property Branch of the Department of Treasury and Finance and is available from the website www.purchasing.tas.gov.au>Contracts>GITC.*
Item 12	**Response/Remediation Timeframes**	*Where applicable, details of all required response and remediation timeframes for the provision of support and warranty services should be included. Drafters may specify different requirements in relation to different Products.*
Item 13:	**State's address details:**	For the purposes of clause 83 of the Conditions of Contract, the State's details for the service of Notices are as follows: Address: [*Insert address*] Facsimile: (03) [*Insert facsimile number*] Attention: [*Insert contact officer name or position*]
Item 14:	**Special conditions forming part of Conditions of Contract:**	The following special conditions apply: [*Insert any special terms and conditions or, if there are none, insert 'Nil'*]

Part D: Glossary of terms

In this RFQ, unless the context otherwise requires:

Australian Standard means a standard published by Standards Australia Limited.

Business Day means a day on which banks are generally open for business in Hobart (but does not include a Saturday, Sunday or public holiday generally observed in Hobart).

Conditions of Contract means the conditions of contract in Part F.

Conditions of Quotation has the meaning in clause 1 of Part E.

Contract means the contract for the supply of the Products and/or Services by the Supplier to the State which must be in the form of an Order (including the Proposed Order) issued under and subject to the terms of a GITC Head Agreement (Version 2).

Contract Sum means the amount payable by the State to the Supplier for the supply of the Products and/or Services.

Date for Delivery means the date or dates shown in Item 3 of the Proposed Order.

Delivery Location means the location shown in Item 4 of the Proposed Order.

GITC means Tasmanian Government Information Technology Conditions Version 2.

GITC Head Agreement means the GITC Head Agreement (Version 2).

GST has the meaning in the *A New Tax System (Products and Services) Act 1999* (Cwlth). Expressions defined in the GST Act have the same meaning when used in this RFQ.

Order means a GITC Official Order.

Products has the meaning in Item 1 of the Proposed Order.

Proposed Order means the proposed order in Part C.

Quotation means an offer to supply the Products and/or Services made pursuant to this RFQ.

Quotation Form means the Quotation Form in Part G.

RFQ means this request for quotation document (and includes all of its parts and attachments).

RFQ Information Table means the table in Part B.

Services has the meaning in Item 1 of the Proposed Order.

Scheme means a scheme in force under the *Professional Standards Act 2005* (Tas) for limiting the occupational liability of members of an occupational association.

Security Interest means a mortgage, charge, lien, arrangement for the retention of title, encumbrance, and any thing that is a security interest for the purposes of the *Personal Property Securities Act 2009* (Cwlth).

Specifications has the meaning in Item 2 of the Proposed Order.

State means the State of Tasmania.

Supplier means the supplier of the Products and/or Services to the State, being the person named as the Supplier in the Quotation (accepted by the State) and includes that person's successors and permitted assigns.

Warranty Period has the meaning in Item 5 of the Proposed Order.

Part E: Conditions of Quotation

1 Conditions of Quotation

The conditions of quotation (**Conditions of Quotation**) comprise Part B and Part E of this RFQ.

If there is any inconsistency between the special conditions in Item 8 of the RFQ Information Table and any other Conditions of Quotation, the special conditions override the other inconsistent Conditions of Quotation to the extent of the inconsistency.

A special condition in Item 8 of the RFQ Information Table is taken not to be inconsistent with the other Conditions of Quotation if the special condition and the other Conditions of Quotation are both capable of being complied with.

2 Communications

A prospective supplier must direct all communications and enquiries concerning this RFQ to the Contact Officer named in Part A.

Unauthorised communication by a prospective supplier with any other employee or agent of the State may lead to a Quotation being rejected.

3 Addenda

The State may change this RFQ by issuing Addenda in writing. Any Addenda become part of this RFQ. Addenda issued by the State are the only recognised explanations of, or amendments to, this RFQ.

4 Agreement to be bound

By lodging a Quotation a prospective supplier is taken to have agreed, and agrees to be bound by, the Conditions of Quotation and Proposed Order.

5 Use of RFQ and information restricted

This RFQ, and any information provided by the State to a prospective supplier as part of the RFQ process, remain the property of the State, and may only be used by a prospective supplier to prepare a Quotation in response to this RFQ. Only persons to whom this RFQ is issued may submit a Quotation.

6 Status of RFQ representation

No representation made by or on behalf of the State during the RFQ process binds the State unless the representation is subsequently included as part of a formal instrument of agreement.

7 Confidentiality

A prospective supplier who submits a Quotation must keep the information in its Quotation confidential. Nothing in this clause prevents a prospective supplier from disclosing information in its Quotation: that is available to the public generally otherwise than as a result of a breach of this clause 7 by the prospective supplier; if the disclosure of the Quotation is required by law; if the disclosure is necessary to obtain an approval or licence under a law; or if the disclosure is to the prospective supplier's professional advisers or lenders.

8 Confidentiality in Government contracts

The State is committed to ensuring that government contracting is conducted in an open and transparent manner and that unnecessary confidentiality provisions do not fetter scrutiny of contracts. The State's policy on confidentiality of information provides that in any contract between the State and another party, confidentiality requirements in relation to the provisions of the contract are not to be included. Accordingly, despite any confidentiality, either party may publish, without reference to the other, all or any part of the Contract.

9 Quotations become property of the State

All Quotations become the property of the State on submission. The State may reproduce all or any part of a Quotation for any purpose related to evaluation of the Quotation.

10 Reservations

The State reserves the right at its absolute discretion:

(a) by written notice to prospective suppliers (who have been issued this RFQ) to do any of the following things: to discontinue or suspend the RFQ process; to extend the closing date and time in Item 1 of the RFQ Information Table; and to amend this RFQ;

(b) to negotiate with any prospective supplier submitting a Quotation;

(c) to determine the number of organisations with whom it will contract.

The State is not bound to accept the lowest, or any, Quotation submitted.

11 Content and format of Quotations

Quotations must include all the information listed in Item 5 of the RFQ Information Table.

A Quotation must be prepared using the Quotation Form in Part G.

12 Alternative offers

Suppliers may submit an alternative proposal if it is clearly identified as an 'Alternative Offer' wherever it fails to comply with this RFQ.

A prospective supplier who submits a quotation which meets the requirements in this RFQ in an alternative and practical manner, taking into account the totality of those requirements, must include any supplementary material, together with associated prices, which demonstrates, in detail, that the alternative offer will fully achieve all the requirements.

The State reserves the right either to consider Alternative Offers on their merits or not to consider them further.

13 Monetary amounts

All monetary amounts must be expressed in Australian dollars (exclusive of GST). The Conditions of Contract allow for the payment of GST.

14 Preparation of Quotation

The State will neither be responsible, nor pay, for any cost, expense or loss, which may be incurred by any person in connection with the preparation or presentation of a Quotation.

15 Exclusion of liability

The State is not liable for any error or omission in this RFQ.

16 Dumped products

Dumped products, which are products from overseas that are imported into Australia at less than their normal value, causing or threatening to cause material injury to Australian industry production of like products, or materially hindering the establishment of such an industry, are not acceptable.

17 Validity

A Quotation constitutes an irrevocable, unalterable offer by the prospective supplier to the State. A Quotation must remain valid and open to be accepted for 60 Business Days from the closing time and date specified in Item 1 of the RFQ Information Table. The period of 60 Business Days may be extended by written agreement between the prospective supplier and the State.

18 Lodgement of Quotations

A Quotation must be lodged by the closing time and date specified in Item 1 of the RFQ Information Table or as extended under clause 10. A Quotation must be lodged in a manner specified in Item 3 of the RFQ Information Table.

If Item 3 of the RFQ Information Table permits lodgement of Quotations by email the following provisions apply. Lodgement by email will be at the sole risk of the prospective supplier. The State does not warrant that a prospective supplier will be able to upload its Quotation to the email address for lodgement. A Quotation may be rejected if it contains a virus, worm or other defect, or if the Quotation does not comply with any format, size or other requirements stated in Item 3 of the RFQ Information Table.

19 Late Quotations

Late Quotations will not be considered unless the State is of the view (and its decision will be absolute and final) that:

(a) circumstances beyond the prospective supplier's control were the cause of the lateness; and

(b) the consideration of the late Quotation will not compromise the integrity of the procurement process or provide any unfair advantage to the prospective supplier lodging the late Quotation.

Late Quotations that are not accepted will be marked on the envelope with the time and date of receipt, and be returned to the prospective supplier.

20 How a contract for the supply of the Products and/or Services is formed

A contract for the supply of the Products and/or Services may be formed by either of the following ways provided that Alternative 1 will only apply if the successful supplier already has an existing GITC Head Agreement in place with the State for general ordering purposes and if the Order will only contain details which are described in the Proposed Order:

(a) Alternative 1: a contract for the supply of the Products and/or Services will be formed when the State accepts the successful suppliers Quotation by signing and dating the acceptance statement that is part of this Quotation. In this instance the acceptance by the State will be taken to be the placement of a binding Order under the successful supplier's GITC Head Agreement. It is agreed that the Proposed Order will constitute an Order for the purposes of GITC; or

(b) Alternative 2: If;

  (i) the successful supplier does not already have an existing GITC Head Agreement in place with the State for general ordering purposes; or

  (ii) the Order will contain details which are not described in the Proposed Order in Part C,

then a contract for the supply of the Products and/or Services will be formed when the State and the successful supplier enter into:

(iii) a GITC Head Agreement; and

(iv) an Order including all the required details that have been accepted by the State and the successful supplier.

21 Debriefing

Unsuccessful suppliers are encouraged to contact the Contact Officer (named in Part A) to request a debriefing to discuss the reasons for their non-selection. If requested to do so, the State will provide a debriefing for unsuccessful suppliers after a contract has been formed for the supply of the Products and/or Services, or the State has decided not to award a contract for the supply of the Products and/or Services.

22 Complaints process

Suppliers may lodge a complaint if they believe the RFQ process has not complied with the Tasmanian Government's procurement policies. Further information on the formal complaints process is available from the website www.purchasing.tas.gov.au, or may be obtained from the Contact Officer (named in Part A).

23 Zero tolerance towards violence against women

(a) Violence against women is defined by the United Nations as "any act of gender based violence that results in or is likely to result in physical, sexual or physiological harm or suffering to women".

(b) The State upholds a zero tolerance policy towards violence against any person in the workplace. The Supplier acknowledges and undertakes to uphold a zero tolerance policy towards violence against any person in the workplace in its interaction with employees, agents and subcontractors of the State and in delivery of the Services.

(c) The Supplier must and will ensure that its employees, agents and subcontractors will at all times in delivery of the Services act in a manner that is non-threatening, courteous and respectful.

(d) If the State reasonably believes that any of the Supplier's employees, agents or subcontractors are failing to comply with the behavioural standards specified in this clause then the State may in its absolute discretion:

(i) prohibit access by the relevant employees, agents or subcontractors to the State's premises; and

(ii) direct the Supplier to withdraw the relevant employees, agents or subcontractors from providing the Services.

Part F: Conditions of Contract

[Suppliers should note: it is a Tasmanian Government mandatory requirement that contracts for the supply of IT products and services are to be subject to GITC.]

The Conditions of Contract comprise the GITC Head Agreement and the Proposed Order.

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Part G: Quotation Form

Important Note: This Quotation Form must not be separated from this RFQ. If lodging a quotation, you must lodge this RFQ in its entirety.

To: The State of Tasmania

I/We:

(the **Supplier**)

(insert name, USE BLOCK LETTERS)

(insert ACN or ABN)

hereby offer to supply to the State the Products and/or Services (specified in this RFQ) in accordance with the Conditions of Contract, the Proposed Order and the following Addenda (if any) issued by the State.

Addendum No.	**Date and description**

Lump Sum Option:

The price offered is:

$	excluding GST

(insert offered price)

Schedule of Rates Option:

The price offered is a price calculated in accordance with the following schedule of rates:

Item Number	**Description**	**Quantity**	**Unit**	**Rate**	**Amount**
1	For all Products and/or Services not included elsewhere in this Schedule.	1	1	Lump sum	$
					$
					$
					$
					$
				Total amount excluding GST	$

(**Notes**: Insert under **Amount** the amount arrived at by multiplying the quoted **Rate** by the stated **Quantity**. The correct extended Amounts and Total will be used to evaluate quotations. All rates and lump sums must exclude GST. The actual Contract Sum payable will depend on the actual quantities.)

The personnel (if any) specified in the next panel will provide the Services if this Quotation is accepted:

Name:	**Position:**	**Part of the Services to be provided by named person:**

(insert details, use BLOCK LETTERS)

For the purposes of clause 83.1 of the Conditions of Contract, the Supplier's details for the service of Notices will be as follows:

Address:	
Facsimile:	
Contact person or position:	

(insert details, use BLOCK LETTERS)

I/We confirm the following supplementary documentation has been submitted with this offer as required by the RFQ:

Information / Document Description	**No. of pages**
[*Include the information listed in Item 5 of the RFQ Information Table to be provided by Suppliers, and any additional information necessary to assess the offer against the evaluation criteria*]	

I/We declare that:

(a) the Conditions of Quotation are agreed;
(b) the Proposed Order is agreed; and
(c) the information and particulars provided as part of this offer are accurate and correct.

Dated: _____
(insert date)

Signing by a Supplier who is an individual

Signed by the Supplier in the presence of the witness named below:

Supplier's signature: →		Witness' signature: →	
		*Witness print name:	
		*Witness print address:	

*Use BLOCK LETTERS.

Signing by a Supplier that is a company

Signed by the Supplier in accordance with section 127(1) of the *Corporations Act 2001* (Cwlth):

Signature: →		Signature: →	
*Print name and office held:		*Print name and office held:	

*Use BLOCK LETTERS.

Signing by a Supplier that is a partnership

Signed on behalf of the Supplier by the partner named below in the presence of the witness named below:

Partner's signature: →		Witness' signature: →	
	And who warrants that he/she has authority to sign on behalf of the partnership		
*Print name:		*Witness print name:	
		*Witness print address:	

*Use BLOCK LETTERS.

Signing by a Supplier that executes by an agent

Signed on behalf of the Supplier by its agent the presence of the witness named below:

Signature of agent: →		Witness' signature: →	
	And who warrants that he/she has authority to sign as an agent on behalf of the Supplier		
*Print name and position:		*Witness print name:	
*Use BLOCK LETTERS.		*Witness print address:	

Important Note: The next section is for the use of the State. The acceptance statement will only be signed by the State if the State accepts the Supplier's quotation set out in this Quotation Form. This section is only to be used if there are no changes to the quotation submitted by the Supplier.

Acceptance statement

The State hereby accepts the offer made by the Supplier in this Quotation Form to supply the Products and/or Services for the Contract Sum.

Date:

(insert date of acceptance by the State)

Signing by the State

Signed on behalf of the State by the person named below in the presence of the witness named below:

Signature: →		Witness' signature: →	
	Being a person who has authority to sign on behalf of the State		
*Print name and position:		*Witness print name:	
*Use BLOCK LETTERS.		*Witness print address	

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