



Australian Government

Comcare

GENERAL CONDITIONS OF QUOTATION

1 MEANINGS

- 1.1 In this Request for Quote (RFQ), unless specified:
 - 1.1.1 **Closing Time** means the closing time and date specified on the first page of this RFQ.
 - 1.1.2 **Contact Officer** means the Comcare contact officer specified on the first page of this RFQ.
 - 1.1.3 **General Conditions of Contract** means the general conditions of contract attached to this RFQ.
 - 1.1.4 **General Conditions of Quotation** means these General Conditions of Quotation.
 - 1.1.5 **Goods and Services** means the goods and services specified in the Statement of Requirement.
 - 1.1.6 **Quotation Form** means the response form attached to this RFQ.
 - 1.1.7 **RFQ** means this request for quotation and all its attachments.
 - 1.1.8 **Special Conditions** means any special conditions attached to this RFQ.
 - 1.1.9 **Statement of Requirement** means the Statement of Requirement attached to this RFQ or, if none is attached, the first page of this RFQ.

2 ABOUT COMCARE

- 2.1 Establishment and mission
 - 2.1.1 Comcare is a body corporate established under the *Safety, Rehabilitation and Compensation Act 1988* (Cth) and is governed by the *Commonwealth Authorities and Companies Act 1997* (Cth).
 - 2.1.2 Comcare's mission statement is:
 - (a) to work in partnership with our customers to reduce the human and financial costs of workplace injuries and disease in the jurisdiction.
- 2.2 Legal status and functions
 - 2.2.1 Comcare is a statutory authority reporting to the Minister for Tertiary Education, Skills, Jobs and Workplace Relations. Comcare administers:
 - (a) the *Occupational Health and Safety Act 1991* (Cth) (OHS Act)
 - (b) the *Safety, Rehabilitation and Compensation Act 1988* (Cth) (SRC Act).
 - 2.2.2 Comcare supports the Safety, Rehabilitation and Compensation Commission in exercising its functions and powers. These relate broadly to the regulation of workplace safety, rehabilitation and compensation under the OHS Act and SRC Act.
 - 2.2.3 Further information on Comcare's functions can be found at: www.comcare.gov.au

3 ABOUT THIS RFQ

- 3.1 **Priority of documents:** Any special conditions take precedence over the *General Conditions of Quotation* and the *General Conditions of Contract* to the extent of any inconsistency.
- 3.2 **Further information about this RFQ:** All queries or requests for clarification in respect to this RFQ should be directed in writing to the contact officer.
- 3.3 **Amendment by Comcare:** Comcare may amend this RFQ or cancel or suspend the RFQ process at any time. Respondents should submit their quotations in accordance with this RFQ as amended.
- 3.4 **Notice of amendment etc:** If Comcare amends or clarifies any aspect of this RFQ or suspends or cancels the RFQ process before the closing time then Comcare will issue a formal notification in the manner as the original RFQ.
- 3.5 **Reporting requirements:** Respondents acknowledge that Comcare is subject to legislative and administrative accountability and transparency requirements including disclosure to parliament and its committees. Respondents acknowledge that for any awarded contract Comcare may publish information including:
 - 3.5.1 value and date of the contract
 - 3.5.2 description of the contract in sufficient detail to identify the nature and quantity of the goods and services
 - 3.5.3 supplier name
 - 3.5.4 supplier postal addressand these details will become public information upon publication.

4 QUOTATION PREPARATION

- 4.1 **Participation is at respondent's cost:** All expenses and costs incurred by respondents in participating in this RFQ process are the sole responsibility of the respondent.
- 4.2 **Conditions:** Respondents submit their quotations subject to these *General Conditions of Quotation* and the *General Conditions of Contract* and any special conditions.
- 4.3 **Comcare may not accept any quotation:** Comcare, at its discretion, may not accept a quotation and may not enter into a contract.
- 4.4 **Quotation Form:** Quotations should be submitted on the quotation form with all the requested details provided in English.
- 4.5 **How to submit quotation:** Quotations should be submitted in the manner specified on the first page of this RFQ.
- 4.6 **Price basis:** Quotations should be provided at a fixed price and show both the GST exclusive and GST inclusive amounts. Quotations should be inclusive of all taxes, duties (including any customs duty) and government charges imposed or levied in Australia or overseas and should include the cost of any packaging, marking, handling, freight and delivery, insurance and all other applicable costs and charges.
- 4.7 **Part and alternative quotations:** Offers for alternative proposals or part quantities can be submitted where the option to do so is expressly included in this RFQ or approved in writing with Comcare before the submission of the quotation. Any alternative proposal should be clearly labelled as an alternative proposal and include all information required by this RFQ including full pricing and full technical details to allow the alternative proposal to be evaluated.

- 4.8 **Closing Time:** Extensions to the closing time will be considered only in exceptional circumstances. Any change to the closing time will apply equally to all respondents.
- 4.9 **Late quotations:** Comcare is not obliged to consider any quotation lodged after the closing time but may do so in its absolute discretion.
- 4.10 **Reference materials:** Drawings, specifications, samples, information, and other reference materials may be obtained from the contact officer. Respondents are responsible for obtaining and examining reference materials. Reference materials remain the property of Comcare at all times. Reference materials can only be used by a respondent for the purpose of preparing a quotation. Reference materials must be returned to Comcare upon request.
- 4.11 **Commonwealth purchasing policy for SMEs:** Commonwealth purchasing policy encourages participation by Australian or New Zealand firms with fewer than 200 employees (SMEs) as direct suppliers or as subcontractors. Respondents should indicate in their quotations whether they are a SME.
- 4.12 **Quotation validity period:** Quotations should remain open for acceptance for a period of not less than 30 days after the closing time.

5 EVALUATION

- 5.1 **Mandatory requirements:** Comcare must exclude a quotation from consideration where:
 - 5.1.1 the respondent or any subcontractor proposed in the quotation is named as not complying with the *Equal Employment Opportunity for Women in the Workplace Act 1999* (Cth)
 - 5.1.2 the respondent has a judicial decision against it (excluding decisions under appeal) relating to unpaid employee entitlements where the respondent has not paid the claim.
- 5.2 **Screening:** Comcare may exclude a quotation from consideration where:
 - 5.2.1 the quotation contains alterations, erasures, ambiguity or incomplete details
 - 5.2.2 the respondent has not complied with this RFQ
 - 5.2.3 the respondent has engaged in collusive tendering, anti-competitive conduct, unlawful, unethical or other similar conduct with any other tenderer or other person
 - 5.2.4 the respondent has given false or misleading or deceptive information.
- 5.3 **Evaluation:** Quotations will be evaluated with particular reference to value for money. The criteria to be applied for the purposes of evaluation are:
 - 5.3.1 the extent to which the respondent's offer meets Comcare's requirements set out in the Statement of Requirement and Quotation Form
 - 5.3.2 the respondent's capacity to provide the goods and services
 - 5.3.3 the assessed level of risk arising from the respondent's offer
 - 5.3.4 the quoted prices and pricing terms.
- 5.4 **Clarification of quotations:** Comcare may at any time seek clarification or additional information from, or enter into discussions or negotiations with, any or all respondents in relation to their quotations. In responding to any request for clarification or additional information, the respondent must submit its answers to the clarification questions by the date and time specified by Comcare and will not be allowed to substantially tailor or amend its quotation.

- 5.5 **Cost investigation:** For the purposes of establishing that a quotation constitutes value for money for Comcare, Comcare's cost investigation staff may, before entering into any contract, conduct a cost investigation of the quoted price. On request by Comcare, the respondent must facilitate any such cost investigation.
- 5.6 **Unsuccessful respondents:** Unsuccessful respondents will be notified of the final decision and may request a debriefing following the award of a contract in relation to this RFQ.

6 ACCEPTANCE OF QUOTATION

- 6.1 This RFQ is an **invitation to treat**, not an offer by Comcare. Nothing in this RFQ or any quotation, or any conduct or statement whether before or after the issue of this RFQ, constitutes a contract, express or implied, with Comcare. Comcare intends that no contract is formed until Comcare accepts in writing a respondent's quotation or enters into a formal contract with the successful vendor. Comcare may accept a quotation by issuing an official purchase order.
- 6.2 To the extent permitted by law, Comcare excludes all liability to respondents (including for negligence) in relation to any matter connected to the RFQ process or any information provided in connection with the RFQ.
- 6.3 Any contract entered into as a result of Comcare's acceptance of a quotation submitted in response to the RFQ will be governed by the *General Conditions of Contract* and any special conditions. Any terms and conditions in the successful respondent's quotation do not form part of the contract unless specifically agreed in writing by Comcare (see clause 1 of the *General Conditions of Contract*).