



QUEENSLAND POLICE SERVICE

GENERAL CONDITIONS

OF OFFER

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QUEENSLAND POLICE SERVICE

GENERAL CONDITIONS OF OFFER

1. DEFINITIONS AND INTERPRETATION

1.1 In these Conditions, unless the context otherwise indicates and requires, the following terms shall have the meanings respectively assigned to them:

- 1.1.1 "Arrangement" - means a Standing Offer Arrangement, a register of pre-qualified suppliers, a panel arrangement or a preferred supplier arrangement for the provision of Goods or rendering of a Service (as demand requires). An Arrangement does not constitute a Contract;
- 1.1.2 "Conditions" - the Queensland Police Service General Conditions of Offer as outlined in this document;
- 1.1.3 "Contract" - the agreement between the Queensland Police Service and the Contractor, for the supply of Goods or the rendering of a Service constituted by –
- Letter of Acceptance issued by the Queensland Police Service,
 - Official Purchase Order,
 - GITC Schedules (where applicable),
 - Contracting Services Agreement or Standard Consultancy Agreement (where applicable)
 - Specific Industry Contract (where applicable)
 - General Conditions of Contract – Queensland Police Service,
 - General Conditions of Offer – Queensland Police Service,
 - Invitation (including all conditions contained herein),
 - Offer.
- 1.1.4 "Contract Authority" - means the Manager, Logistics Branch, Queensland Police Service, or the person from time to time holding, occupying or performing the duties of the Manager, Logistics Branch;
- 1.1.5 "Contractor" - a person, business, partnership or company who has entered into a Contract with the Queensland Police Service to supply the Goods or perform the Services offered;
- 1.1.6 "FIS" - Free in Store, including unloading by carrier;
- 1.1.7 "Goods" - means materials, plant and equipment supplied pursuant to an Arrangement or Contract;
- 1.1.8 "GST" - means a goods and services tax imposed under *A New Tax System (Goods and Services Tax) Act 1999*;
- 1.1.9 "Invitation" - the notice (written or verbal) inviting prospective Offerors to submit Offers or Proposals for the supply of Goods or Services;
- 1.1.10 "Offer" - a response by an Offeror to an Invitation;
- 1.1.11 "Offeror" - means the person, corporation or other entity submitting an Offer and shall apply equally to all and each of the persons, business, partnership or company, or to any single individual making an Offer;
- 1.1.12 "Procurement - Delegate" - means the person managing the procurement process on behalf of the Queensland Police Service;

- 1.1.13 "Purchase Order" - means the official order issued by the Queensland Police Service which forms a Contract between the Offeror and the Queensland Police Service;
- 1.1.14 "Queensland Police Service" - means the State of Queensland acting through the Queensland Police Service;
- 1.1.15 "Services" - means the services supplied pursuant to an Arrangement or Contract;
- 1.1.16 "State" - the Crown in right of the State of Queensland;
- 1.1.17 "Technical Authority" - means the Queensland Police Service technical representative responsible for the detail and accuracy of the specifications contained in the Invitation.

2. **CONDITIONS**

- 2.1 These Conditions shall apply, to Offers submitted to the Queensland Police Service, subject to any special conditions detailed in the Invitation.
- 2.2 In the event of any inconsistency between these Conditions and any *Special Conditions of Offer* contained within an *Invitation*, these Conditions will prevail to the extent of such inconsistency.
- 2.3 The Queensland Police Service may alter these Conditions from time to time.

3. **PROCUREMENT POLICY**

- 3.1 The attention of Offerors is drawn to the provisions of the *State Procurement Policy* issued by the Government of Queensland. Invitations are issued in accordance with the provisions of the Queensland Police Service Procurement and Contracts Manual. The Queensland Police Service will seek to advance the priorities of the Government of the day through its procurement activities.

4. **DETAILS REGARDING OFFEROR**

- 4.1 Every Offeror shall state in the Offer:
- 4.1.1 in the case of an Offer by an individual, full given names, surname, and address;
- 4.1.2 in the case of an Offer under a business name, the full names and addresses of all proprietors and the address of the principal place of business, and if a proprietor is a company, the Australian Business/Company Number and the address of its registered office;
- 4.1.3 in the case of an Offer by a company, the full name of the company, the Australian Business/Company Number, and the address of the registered office of the company;
- 4.1.4 in the case of an Offer by a Public Sector Agency, the full name and address of the Agency, the name and title of the person signing the Offer on behalf of the Agency and the Australian Business Number.

5. **FORMAT OF OFFER**

- 5.1 Unless otherwise stated in the Invitation every Offer shall be submitted in the format as supplied by the Queensland Police Service.
- 5.2 Offers must be submitted on the forms provided which are to be completed in full or the Offer may be rejected.

- 5.3 Covering letters or annexures should be avoided. If they are necessary, the salient points involved should be set out as briefly and concisely as possible. Descriptions of equipment, brochures and other details are to be restricted to actual items offered.
- 5.4 Offers, including brochures, etc., must be submitted in duplicate unless otherwise specified in the Invitation.
- 5.5 Conditions and specifications issued with the Invitation should be retained by the Offeror and should not be returned with the Offer.
- 5.6 The Queensland Police Service will hold that the person/s whose signature/s appears on the Offer, is authorised to sign on behalf of the Offeror.

6. PRICES

- 6.1 Prices offered shall:
 - 6.1.1 be in Australian Currency; (this condition may be varied for overseas Offerors);
 - 6.1.2 be inclusive of GST, if any, and show the amount of the GST separately;
 - 6.1.3 include suitable packaging and delivery FIS at the nominated location unless otherwise specified in the Invitation.
- 6.2 Any alteration or erasure of prices is to be initialled.
- 6.3 Offerors must indicate which of the following applies to the prices quoted:
 - 6.3.1 Prices are firm.
 - 6.3.2 Prices are subject to \$A exchange rate variations.
 - 6.3.3 Prices are subject to an increase at a specified date.
 - 6.3.4 Prices are subject to negotiation of discount.
 - 6.3.5 Other (details must be supplied).

7. DISCOUNTS

- 7.1 Offers must include particulars of discounts, if any, deductible from the prices offered and how invoices will reflect the discount.

8. IMPORTED GOODS

- 8.1 Where Goods of overseas manufacture are offered, particular attention is drawn to the Queensland Police Service requiring the completion of Part 1 of Form 2012 "Conditions Relating to Price Variations" attached to the Invitation, or the Offer may be rejected.
- 8.2 In this regard, Part 1 of Form 2012 must be completed in full for all imported Goods or components included in the Offer (a separate form for each good or component is required).
- 8.3 In any event, a Contract will not be entered into for goods which are yet to be imported until all the information required in Part 1 of Form 2012 is submitted and/or definite arrangements are made regarding the effect of exchange rate fluctuations and the method of calculating the prices to be paid.

9. ADVANCE PAYMENT

- 9.1 The Queensland Police Service shall not enter into a Contract for the provision of services which requires payment in advance for those services. Such a condition transfers unacceptable risk to the Queensland Police Service. The Queensland Police Service will only consider Offers which incorporate payment in arrears for services already provided. The Queensland Police Service reserves the right to negotiate payment terms with any or all Offerors at the discretion of the Contract Authority. Where deemed necessary, the

Queensland Police Service may require the execution of a Deed of “Unconditional Financial Undertaking” or other relevant instrument of guarantee.

10. DELIVERY

10.1 Offerors must specify -

10.1.1 how the Goods or Services will be delivered; and

10.1.2 the time for delivery after receipt of a Purchase Order.

11. ALTERNATIVE BRANDS

11.1 Where any specific brand or model is stated by the Queensland Police Service in the Invitation, Offers may be submitted for Goods of other brands or model which, in the opinion of the Offeror, are at least equivalent to the brand or model specified.

12. ALTERNATIVE GOODS/SERVICES

12.1 Offers are encouraged to be submitted for:

12.1.1 all Goods/Services which conform with the description or specifications;

12.1.2 alternative Offers;

12.1.3 alternative technical and innovative solutions;

and the Queensland Police Service reserves the right to accept one Offer for the whole or separate Offers for any portion of the Goods/Services required in the Invitation and to accept any alternative Goods offered.

13. DESCRIPTION OF GOODS

13.1 Offerors must furnish illustrated descriptive literature with full details of all Goods offered if requested in the Invitation.

14. STANDARDS

14.1 All Goods, unless otherwise specified in the Invitation, shall be in accordance with Australian Standards where such exist. Where an Australian Standard does not exist, relevant International Organisation Standardisation (ISO) standards shall apply where such exist.

15. LICENSING REQUIREMENTS

15.1 Offerors warrant that they hold and will continue to hold all requisite licenses, permits, permissions and/or authorities necessary for the provision of the Goods or Services and further that they will comply at all times with all relevant legislative, statutory or government requirements, including any appropriate Standards, governing the provision of the Goods or Services.

15.2 Offerors acknowledge that the warrant provided above is an essential term of any Contract/Arrangement entered into pursuant to an Invitation, and failure to comply with which gives rise to an immediate right in the Contract Authority to terminate the Contract/Arrangement.

16. QUALITY CONTROL AND QUALITY ASSURANCE

16.1 The Queensland Police Service will only select a particular Good or Service if the quality is consistent over time and if the supply and service is reliable.

16.2 Offerors supplying manufactured Goods to the Queensland Police Service are required to meet the specified level of Quality Assurance or industry Standard as specified in the Invitation.

17. OFFER DEPOSITS

17.1 Generally, Offer deposits are not required.

17.2 If an Offer deposit or security deposit is required from an Offeror it shall be in the amount and form specified in the Invitation.

17.3 The Queensland Police Service, at its sole discretion, reserves the right to levy charges to potential Offerors for copies of Invitation documents.

18. SITE VISIT

18.1 If the Offer is for on-site Services, it is the responsibility of Offerors to visit the site and satisfy themselves of local conditions and facilities at the site.

19. SAMPLES

19.1 Offerors shall submit samples of the Goods offered if so directed in the Invitation document. Such samples shall be clearly labelled with Offeror's name and the Invitation number.

20. COMPETITIVE NEUTRALITY

20.1 Offers submitted by a government owned corporation, local government, State or Commonwealth agency or authority must be priced to comply with the applicable competitive neutrality policy of their jurisdiction.

21. INDEMNITY

21.1 All payments and royalties payable in respect of any letter, patent, design, trade mark or name, copyright or other protected right, shall be included by the Offeror in their Offer.

22. ALTERATIONS AND ERASURES BY OFFERORS

22. Offers which contain alterations or erasures which have not been initialled or in which any details are not legible may not be considered by the Queensland Police Service.

24. LODGEMENT OF OFFERS

24.1 If the Invitation to Offer requires Offers to be submitted in '**HARD COPY**' format, Offers must be:

- (a) sealed in an appropriate package;
- (b) endorsed on the front of the sealed package with the name of the Procurement Delegate, Invitation to Offer number and description of Offer, including closing time and date;
- © submitted in plain English and in the format specified and with number of copies required.

24.2 If the Invitation to Offer requires Offers to be submitted '**ELECTRONICALLY**' via the Queensland Government Marketplace e-Tender website, the Offeror:

- (a) must ensure that the Offer is submitted in the form specified within the Invitation to Offer;
- (b) must ensure its Offer is received by the closing time specified in the Invitation to Offer;
- © endeavour to minimise or compress files prior to uploading;
- (d) must submit its Offer in plain English and ensure compatibility with Microsoft Office formats or in PDF format
- (d) must ensure that its Offer is free from viruses prior to submitting ;

24.3 The Queensland Police Service may consider an Offer received after the closing date in circumstances where there has been no possibility of the integrity of the Offer process being compromised. Such consideration is contingent upon the approval of the Manager, Strategic Acquisition Section, at his/her absolute discretion.

24.4 Offers transmitted by facsimile or e-mail will not be accepted unless the Invitation so states.

25. QUANTITIES

25.1 Estimated annual requirements as detailed in the Invitation are estimates only and the Queensland Police Service accepts no responsibility for their accuracy.

26. ALTERATIONS TO INVITATION DOCUMENTS BY THE QUEENSLAND POLICE SERVICE

26.1 The Queensland Police Service will provide prospective Offerors with any amendments or additional information in relation to the Invitation document within a reasonable time before the closing date.

27. OPENING OF OFFERS

27.1 Offers shall close and shall be opened in accordance with these Conditions at the office of the Queensland Police Service, Brisbane on the day, date and time shown in the Invitation.

27.2 Offers will not be opened publicly unless the Invitation so states.

27.3 The Queensland Police Service reserves the right to alter the closing date nominated in the Invitation. If the closing date is altered, written notice will be provided to all prospective Offerors.

28. VERBAL ADVICE

28.1 Verbal advice or information given or obtained in respect of the Invitation shall not constitute a warranty or a representation to the Offeror or prospective Offeror and shall not be binding on Queensland Police Service. The Queensland Police Service shall be bound only by advice or information furnished to the Offeror in writing by the Contract Authority, or by the Procurement Delegate nominated in the Invitation document.

29. NON-COMPLIANCE

29.1 Any Offer which does not comply in every respect with the requirements of the Invitation may be rejected.

30. DEPARTURES FROM SPECIFICATION

30.1 The Queensland Police Service shall reserve the right to accept an Offer with minor departures from the specified requirements, where after taking all factors into consideration it is deemed this Offer provides the best value for money solution.

31. POST OFFER NEGOTIATIONS

31.1 Unless otherwise stated in the Invitation, the Queensland Police Service reserves the right to conduct post offer negotiations with any or all Offerors.

32. PREVIOUS DISCUSSIONS/UNDERTAKINGS

32.1 On the release of an Invitation, any previous undertakings, representations, promises or conditions in respect of the subject matter of that Invitation shall not be binding on the Queensland Police Service.

33. SOLE POINT OF CONTACT

33.1 Following the release of the Invitation, all enquiries must be made in writing through the Procurement Delegate. Offerors should note that the Procurement Delegate is the **only** point of contact for the respective Invitation.

34. NO LIABILITY

34.1 This Invitation process is not intended to give rise to any legal or equitable relations between the Queensland Police Service and an Offeror, until the Offeror has received a letter of acceptance and/or Purchase Order, in which case legal relations only exist between the Queensland Police Service and the successful Offeror.

34.2 The Queensland Police Service may cancel, vary, supplement or supersede this Invitation process at any time, whether before or after the closing date.

34.3 No Offeror shall be entitled to claim compensation or loss from the Queensland Police Service for any matter arising out of the Invitation process.

35. WARRANTY

35.1 An Offeror warrants that they -

35.1.1 have read the Invitation and any associated documents;

35.1.2 understand the documents referred to in paragraph 35.1.1; and

35.1.3 are satisfied that the information in the documents referred to in paragraph 35.1.1 is correct and contains sufficient details to make the Offer.

35.2 An Offeror acknowledges that the Queensland Police Service will rely on the representations and warranties made in an Offer and no variations shall be made to an Offer except in the manner herein provided.

36. COMMISSIONS AND INCENTIVES

36.1 The Queensland Police Service reserves the right not to accept an Offer if the Offeror (or a representative of the Offeror), gives or offers anything to any representative of the Queensland Police Service (or its agent) as an inducement or reward which could in any way tend to influence the person's actions in relation to the Offer.

36.2 For the purposes of this clause, "agent" includes the parent, spouse, child or associate of the Queensland Police Service representative.

36.3 The Offeror warrants that to the best of its knowledge, as at the date of the Offer neither the Offeror nor any of its officers or employees have, or are likely to have, any conflict of interest in any matters connected with the invitation process.

36.4 If a conflict of interest (perceived or real) arises, whether declared by the Offeror or otherwise identified, the QPS reserves the right to reject the Offer.

37. ACCEPTANCE OF OFFER

37.1 No Offer shall be deemed to be accepted by the Queensland Police Service until a letter of acceptance and/ Purchase Order has been received by the successful Offeror.

37.2 The Queensland Police Service reserves the right to accept the whole or part of any Offer. The Queensland Police Service may elect not to accept any Offer.

37.3 Verbal advice will not constitute acceptance of an Offer.

38. ADVICE TO UNSUCCESSFUL OFFERORS

38.1 Unsuccessful Offerors shall be formally notified in writing that they have been unsuccessful.

39. ADVERTISEMENTS

39.1 The successful Offeror will not make public announcements or advertisements in any medium in relation to the awarding of any Arrangement or Contract entered into pursuant to the Invitation, without the prior written approval of the Queensland Police Service.

40. DISCLOSURE OF OFFER INFORMATION UNDER THE RIGHT TO INFORMATION ACT 2009

40.1 Offerors are advised that information provided in Offers may be subject to disclosure resulting from an application made by any party under the *Right to Information Act 2009*.

41. ARRANGEMENTS

If Offers are invited for an Arrangement –

41.1 The Contractor shall carry sufficient stocks of Goods to meet the anticipated demand during the currency of the Arrangement.

41.2 The Queensland Police Service shall not be under any legal obligation to purchase any specific quantity of the Goods and or Services offered, and the successful Offeror shall be bound to supply the quantity ordered from time to time during the currency of the Arrangement. The Queensland Police Service may give consideration to assisting the successful Offeror to dispose of reasonable stocks of otherwise unsaleable Goods at the expiration of the Arrangement either by extending the Arrangement or other method as determined appropriate by the Queensland Police Service.

41.3 Notwithstanding any Arrangement that may be established, the Queensland Police Service reserves the right to enter into separate special purpose Contracts with other Contractors.

41.4 The Queensland Police Service shall issue a separate Purchase Order to the Contractor on a needs basis (or other mutually agreeable basis). Each separate Purchase Order shall form a separate Contract.

41.5 The Queensland Police Service reserves the right to negotiate with the Contractor in relation to bulk quantities of any particular Goods and or Services. Alternatively, the Queensland Police Service reserves the right to invite competitive Offers for such bulk quantities.

41.6 Where prices are fixed by a statutory body, prices shall be applicable from the date fixed by that body.

41.7 The Contractor shall advise the Queensland Police Service of reductions in prices due to reductions in duty, or currency exchange rate, or price factor fluctuations.

ROSS MANGANO
Manager
LOGISTICS

THESE CONDITIONS SHOULD BE RETAINED FOR FUTURE REFERENCE