

**Request for Quotation Conditions**  
**Property Construction under \$75,000 (inc. GST)**

## 1 General Conditions

1.1 The following terms are defined below:

Term	Meaning
<b>Associate</b>	means any officer, employee, agent, consultant, contractor, subcontractor, nominee, licensee or advisor of a party but in the case of a Supplier, excludes AV (the Principal) and the Principal's associates.
<b>Closing Time</b>	means the date and time specified by AV in the RFQ for Quotations to be submitted.
<b>Quotations</b>	means the documents constituting an offer by the Supplier to provide AV's Requirements in accordance with the RFQ.
<b>Request for Quotation (RFQ)</b>	means the documents issued by AV requesting a Quotation.
<b>RFQ Conditions</b>	means these terms and conditions.
<b>Supplier</b>	means a person who responds to the RFQ with a Quotation.

1.2 AV does not warrant the accuracy of the content of the RFQ and AV will not be liable for any omission from the RFQ.

1.3 You must bear all of your own costs in preparing and submitting your Quotation and represent and warrant that all information provided to AV is complete and accurate.

1.4 By submitting your Quotation you:

1.4.1 are deemed to have read, understood and agree to be bound by the RFQ Conditions.

1.4.2 will be taken to acknowledge and agree that AV will, in considering the Quotation and in entering into any contract with the Supplier (should that occur), be relying upon the representations and warranties given by the Supplier in the Quotation and in accordance with these RFQ Conditions.

1.4.3 prepared the Quotation based on your own investigations, interpretations, deductions, information and determinations.

1.5 You agree to take reasonable steps to protect our confidential information.

1.6 Quotations must be received by the **Closing Time**. The determination of AV as to the actual time the Quotation is lodged is final. A late Quotation will be rejected unless there is explicit and conclusive evidence that late receipt resulted from mishandling by AV, the Quotation will be deemed to have been received before the Closing Time.

1.7 If a Quotation does not include all the information in the format required by the RFQ or is incomplete in any way as determined by AV in its sole discretion, it may be rejected.

- 1.8 A Supplier may propose solutions, materials, quantities, specifications or methodologies which are different from those specified in this RFQ (Alternative Quotation, provided they also submit a Quotation conforming with the RFQ. All departures from the RFQ and any claimed benefits to AV, must be clearly identified. AV reserves the right to consider or not consider Alternative Quotations at its absolute discretion.
- 1.9 AV may:
  - 1.9.1 rely upon all statements made in your Quotation.
  - 1.9.2 amend, suspend, cancel and/or re-issue the RFQ at any time.
- 1.10 AV is not bound to accept the lowest priced conforming Quotation, or any Quotation.
- 1.11 AV may enter negotiations with one or more Suppliers for the project requirements if no Quotations are acceptable.
- 1.12 There is no binding legal relationship between us, and your Quotation is only accepted if we both sign a contract or if we issue a purchase order to you.
- 1.13 The laws of the State of Victoria shall govern the RFQ process.

## 2 Probity Requirements

- 2.1 The Supplier warrants that:
  - 2.1.1 no actual, potential or perceived probity issues (including any actual, potential or perceived conflicts of interest) exist or are likely to arise in respect of the Supplier or the Supplier's Associates involvement in the project, other than those probity issues disclosed and described in its Quotation; and
  - 2.1.2 if an actual, potential or perceived probity issue arises, or appears likely to arise, after the lodgement of its Quotation, the Supplier will:
    - a. immediately notify AV in writing as soon as such actual, potential or perceived probity issue becomes apparent to the Supplier and provide details of such probity issue; and
    - b. take all steps required by AV to prevent, end, avoid, mitigate, resolve or otherwise manage the actual, potential or perceived probity issue.
  - 2.1.3 The Supplier must not engage in any practice that would defeat the purpose of a fair and transparent selection process, including engaging in collusive tendering or any other anti-competitive practices.
  - 2.1.4 Refer to Construction Direction and Instruction 4.1.5 for further information regarding collusion and anti-competitive activity via the following link.  
<https://www.buyingfor.vic.gov.au/probity-requirements-direction-and-instruction-41>
  - 2.1.5 The Supplier must not:
    - a. accept or provide any secret commissions.
    - b. enter into any improper commercial arrangements with other contractors, subcontractors, suppliers, agents or parties.

- c. seek to influence contract decisions by improper means during the RFQ process; or
- d. accept incentives to provide contracts or services to other contractors, subcontractors or suppliers that financially disadvantage AV.

### 3 Supplier Code of Conduct

- 3.1 From 1 April 2025, the Supplier Code of Conduct (the Code) will set mandatory minimum standards that Suppliers must achieve to establish and maintain a business relationship with the State of Victoria (State).
- 3.2 The action of submitting an offer or signing a contract with the State indicates that the Invitee agrees to meet the standards set out in the Code and to comply with the provisions relating to implementing and enforcing the Code.
- 3.3 Further information can be found at: <https://www.buyingfor.vic.gov.au/supplier-code-conduct>.
- 3.4 In assessing a Quotation, AV may obtain, and take into consideration, information about the Supplier's current and prior compliance with the Supplier Code of Conduct, and any similar obligations to any agency or government.