

## Section E: Conditions of Quotation

### 3.1 How to Prepare Your RFQ Response

- 3.1.1 Carefully read all parts of this document.
- 3.1.2 Ensure you understand the Requirements.
- 3.1.3 Complete and return the Returnable Schedules including all attachments. The submission must be written in English.
- 3.1.4 Make sure you have signed the Returnable Schedules and responded to all of the Selection Criteria.
- 3.1.5 Lodge your Tender before the nominated Deadline.

### 3.2 RFQ Timetable

- 3.1.1 The RFQ timetable is as set out in Section A, 1.2 RFQ Process and Key Dates

### 3.3 Lodgement

- 3.3.1 Lodgement and Closing Date
- 3.3.2 The Submissions must be lodged by the closing date and time and by the method as outlined on the covering pages of this RFQ.
- 3.3.3 All Submissions must include each of the documents in, all of the information required by, and otherwise be in the form of, Returnable Schedules.
- 3.3.4 Submissions in response to this RFQ are to be lodged no later than the closing date and time and outlined on the covering pages of this RFQ.

### 3.4 Evaluation criteria

- 3.4.1 Council, in its absolute discretion, may accept the Submission(s) that it determines to provide the most advantageous result. Submissions will be assessed on “conformity to the documentation” and “value for money” (the most cost effective offer determined by considering all price and non-price factors relevant to the proposed Contract) and the Evaluation Criteria. The Evaluation Criteria might not be accorded equal weight and are not necessarily set out in any order of priority.
- 3.4.2 Conforming Submission – **ALL returnable schedules must be complete and returned**

- 3.4.3 Council may treat any required detail in the Submission that is left out, illegible or unintelligible as failing to fulfil the relevant requirement.
- 3.4.4 Council is not bound to accept the lowest priced Submission or any Submission and reserves the right to accept any Submission in whole or in parts or to enter negotiations with any Respondent or any other person.

### **3.5 General**

- 3.5.1 The Respondent shall bear all costs or expenses incurred by it in preparing and lodging a Submission. In addition, no extra allowances, or additional or supplementary payments will be paid to the Respondent because of any failure by the Respondent Nominated departures from Contract
- 3.5.2 Respondents are required to review the draft Contract included at Part 4 to this RFQ and accept it as part of their Submission, subject to any qualifications that Respondents expressly set out in returnable Schedule 2 Nominated Departures from Contract lodged with their Tender.
- 3.5.3 The contractual qualifications and proposed amendments set out in the returnable Schedule 2 Nominated Departures from Contract (if any) will be considered to be the only contractual qualifications or amendments sought by the Respondent. Except where Council agrees otherwise, only those matters included in a Respondent's Statement of Departures will be admitted for consideration and clarification during the RFQ process.
- 3.5.4 Council has no obligation to consider or adopt the contractual qualifications or amendments provided or to respond to Respondents about the contractual qualifications or amendments, although it may do so in its absolute discretion.

### **3.6 Process may be cancelled**

- 3.6.1 Council may, in its absolute discretion, suspend or terminate the Request for Quotation process or make any decisions arising out of this RFQ or any or all subsequent processes in its absolute discretion, and shall not be liable to the Respondent on any basis if it does so.

### **3.7 Offer**

- 3.7.1 The lodgement of a Submission will constitute an offer by the Respondent to enter into the Contract with Council and be bound by its terms. Respondents must ensure their Submissions remain open for acceptance by Council until 90 Business Days from the Closing Date.

### **3.8 Disclosed Information**

- 3.8.1 The Respondent acknowledges and agrees that the Disclosed Information is made available to Respondents on the following conditions:
- 3.8.2 It has not solely relied upon information provided by or on behalf of Council in preparing and submitting its Submission;
- 3.8.3 No representation, guarantee or warranty (either express or implied) is, has been or will be made by Council or any Council's Associate in relation to the Disclosed Information, and in particular and without limitation, no representation, guarantee or warranty is, has been or will be made by Council or any Council's Associate that the Disclosed Information:
- 3.8.4 Contains all the information that the Respondent or any of the Respondent's may require in preparing Submissions or in making any decisions in relation to the RFQ, Works Under Contract (WUC), or the Works; or arising out of or in any way in connection with the Disclosed Information.

### **3.9 Intellectual Property Rights and use of Submission information**

- 3.9.1 Title in all documents comprising a Submission becomes the property of Council on lodgement.
- 3.9.2 As between Council and each Respondent, all Intellectual Property Rights as may exist in the information contained in this RFQ, the Disclosed Information or any related material are, and will remain, the property of Council.
- 3.9.3 The Respondent grants to Council and each Council's associate a licence to:
- 3.9.4 use the documents, concepts, ideas, designs, information and materials included in a Submission, including for all Intellectual Property Rights in the Submission; and
- 3.9.5 copy, adapt, modify, amend, disclose or do anything else necessary (in Council's absolute discretion) to the documents, concepts, designs, ideas, information and materials included in a Submission, including all Intellectual Property Rights in the Submission.

### **3.10 Conditions of Contract**

- 3.10.1 Submissions will be deemed to have been made, on the basis of, and to incorporate the General Conditions of Contract and any Special Conditions of Contract as provided in the supplied contract attached.

### **3.11 Public Access to Information**

- 3.11.1 Respondents acknowledge and agree that the name of each Respondent Council records may be made public under the Local Government Act 1993 and in accordance with the requirements of the Government Information (Public Access) Act 2009.

### **3.12 Confidentiality**

- 3.12.1 Respondents must ensure that any information obtained by the Respondent about or otherwise in connection with Council or the Request for Quotation (including any Disclosed Information) is kept strictly confidential and is not disclosed, except where disclosure is:
- Necessary in the process of compiling Submissions;
  - Under compulsion of law or the relevant information is already public knowledge (other than due to a breach of this clause by the Respondent); or made with the prior written consent of Council.

### **3.13 Canvassing officials**

Any Respondent who improperly solicits support for its Response or otherwise seeks to improperly influence the outcome of the RFQ process, including by:

- 3.13.1 offering any inducement, fee or reward to any member or officer of Council or to any Council's Associate
- 3.13.2 canvassing any of the persons referred to in clause 0; or
- 3.13.3 contacting any member or officer of Council about the RFQ or any process relating thereto, except as authorised by this RFQ, including for the purposes of discussing the possible transfer to the employment of the Respondent of such member or officer,

may, in Council's absolute discretion, be disqualified from any further involvement in the RFT process (without prejudice to any other remedies available to Council and without prejudice to any criminal liability which such conduct by a Tenderer may attract) and may have Preferred Tenderer status (if applicable) withdrawn.