

Standard Conditions of Quotation

1. REQUEST FOR QUOTATION

This RFQ ("RFQ") consists of the documents identified in the key conditions of Quotation. Where there is any doubt about the meaning of this RFQ, the rules governing the interpretation of the Contract will apply to resolve the ambiguity.

The City may from time to time issue amendments to alter or clarify the form and contents of the RFQ. The City may include any queries received regarding the Quotation. The amendment will be issued before the closing date and upon issue, will form part of the RFQ. Bidders are to acknowledge receipt of any amendment when submitting the Quotation.

To the extent there is any inconsistency between the RFQ and any amendment, the amendment will prevail. Where more than one amendment is issued, the latest amendment will prevail.

The key and standard conditions in this RFQ, and the process of assessing Quotations, is not intended to create legal relations, contractual or otherwise. In accordance with standard condition 10, a contractual relationship only comes into effect when a written contract is executed between the City and the preferred Bidder.

1.1. Site Visit

Bidders must take their own precautions upon visiting the site.

1.2. Discrepancies, Errors and Omissions

Bidders must carefully and thoroughly consider and check the RFQ and must notify the Contact Person in writing of any errors, ambiguities, discrepancies, inconsistencies or omissions in the RFQ. The City will not be liable for any such error, ambiguity, discrepancy, inconsistency, or omission.

1.3. Bidders to Rely on own enquiries

All information in the RFQ is provided for the assistance of Bidders only. Bidders acknowledge in receiving this RFQ and in submitting any Quotation that they have relied entirely on their own knowledge and enquiries and they do not rely on any warranties or representations made or purportedly made to them by or on behalf of the City.

The City will not be liable for any representations or warranties made or purportedly made by the City's representative, the City's agents or any other person or company on the City's behalf, whether in the RFQ, the briefing (if any) or otherwise.

1.4. Bidder Not to Solicit the City Personnel

Bidders (or any representative of a Bidder) must not at any time before the City makes a final decision to accept a Quotation, contact or interview or attempt to interview or to discuss or to attempt to discuss with Council members, employees, authorised representatives other than the Contact Person in

accordance with the RFQ, any matter about the RFQ or any other RFQ submitted in response to the RFQ. The City reserves the right to reject any Quotation submitted by a Bidder which contravenes this condition.

For clarity, a representative of a Bidder, for the purpose of this condition, includes a person or other legal entity who acts at the request of a Bidder or its agent. Also, this condition does not prevent ordinary business or other contact arising from or pertaining to the City functions (so long as that contact is not used to interview or attempt to interview or to discuss or to attempt discussion on any matter relating the RFQ).

2. COMPLETION OF QUOTATION

Unless indicated otherwise in the RFQ, a Bidder must complete all parts of the Quotation forms and submit an offer to carry out the work or provide the goods in accordance with the RFQ. The City may reject any Quotation that does not provide all the required information.

3. EXTENSION OF TIME

The City may, at its absolute discretion, extend the closing date for the submission of Quotations. Bidders may also request the City to extend the closing date for the submission of Quotations by written application to the Contact Person. Any such request must be received by the Contact Person at least three (3) business days before the closing date and must provide sufficient reasons to support the request.

4. QUOTATION VALIDITY PERIOD

Any Quotation will be an irrevocable offer by the Bidder to carry out the work under the Contract subject to the conditions set out in the RFQ. The offer will remain open for acceptance by the City for a period of 120 calendar days from the closing date.

5. THE CITY'S RIGHTS

Without limiting its rights at law or otherwise, the City reserves the right in its absolute discretion at any time to do one or any combination of the following:

- (a) evaluate Quotations as the City sees appropriate in the context of its requirement for the goods or services;
- (b) cease to proceed with the process outlined in this RFQ or any subsequent process;
- (c) accept all or part of a Quotation;
- (d) reject any Quotation;
- (e) accept a non-conforming Quotation; or
- (f) reject the offer of any Bidder who has any unresolved disputes with the City

The City is not bound to accept the lowest or any Quotation.

6. ADDITIONAL INFORMATION

Without in any way limiting the Local Government (General) Regulation, the City may require further information from Bidders for the purposes of clarification or explanation of their Quotation. This includes holding interviews with some or all Bidders, including any personnel nominated by the Bidder in the Quotation or expression of interest.

If the Bidder is a trustee acting on behalf of a trust, the City may request the Bidder to provide to the City a copy of the trust deed together with any amending or supplementary documents constituting the trust. The Bidder must submit that information to the Contact Person within 5 working days of being requested. Failure to comply with any such request may render the Quotation non-conforming.

7. ACCEPTANCE OF A QUOTATION & CONTRACT

If the City accepts a Quotation it will issue a notification to the preferred Bidder. This notification does not create a contract with the Bidder. The City and preferred Bidder are legally bound only when a Purchase Order ("PO") is issued by the City. Lodgement of a Quotation will itself be an acknowledgement and representation by the Bidder that it agrees to comply with the PO in its entirety. No amendments to PO conditions will be accepted.

8. CONFLICT OF INTEREST

In this clause "conflict of interest" means an actual or potential financial or non-financial conflict of interest (see the City's Code of Conduct under Governance for further explanation of these terms). Bidders must disclose any conflict of interest in undertaking the requirements of the specifications and contract. Where a Bidder has a conflict of interest, the Bidder must provide the City in writing with detailed information about the nature and scope of the conflict of interest and include details of any arrangements proposed to resolve or manage the conflict of interest should the Bidder be awarded the contract. Based on the information provided by the Bidder, the City will make the final decision regarding the Bidder's conflict of interest. If a conflict of interest is not disclosed by a Bidder and the City then becomes aware of the conflict, Bidders may be excluded from this RFQ and/or any future process by which the City is seeking the provision of goods or services.

Additional Information relating to the City's requirements of Bidders regarding how to submit a Quotation, frequently asked questions and ethical business conduct can be found on the website.

9. NO BUSINESS IN ABUSE

Bidders are advised that the City has resolved to adopt the "No Business in Abuse" pledge and is currently reviewing the implementation of the pledge in the context of its procurement policies. If and to the extent this review results in a change to the City's existing procurement practice and such change affects this procurement process an addendum will be issued to all Bidders. For the information of Bidders, the pledge provides that all companies should:

- a) have zero tolerance for child abuse;

- b) Respect people's fundamental rights to freedom from arbitrary and indefinite detention;
- c) Not treat people in a cruel, inhumane or degrading manner; and
- d) Commit to transparency and independent monitoring to ensure these principles are upheld.

The City may undertake financial assessments of Bidders to determine their financial capacity to undertake the works under the contract. This may be undertaken by a third party appointed by the City.

On request the Bidder must provide recent year's financial information which may include financial statements (P&L, Balance sheets and notes) and Management accounts / financial statements.