

1. DEFINITIONS AND OVERVIEW

In this RFQ, unless the context otherwise requires:

Addenda means documents issued by Zinfra to amend or clarify this RFQ.

Conditions of Contract the terms and conditions of Contract as detailed in the RFQ

Contract means the contract to be entered into between the parties.

Goods / Services means the products to be supplied by the Respondent and / or the services (including works) to be performed by the Respondent, which are the subject of and described in this RFQ.

Personal Information means information or an opinion (including part of a database), whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained (that is, any information that can be used to identify a person, including their name, address, telephone number or date of birth).

Price means the price offered by the Respondent to complete the Goods / Services described in this RFQ.

Quotation means the offer submitted by a Respondent to supply the Goods / Services pursuant to this RFQ.

Respondent means any person who submits a Quotation.

RFQ means this Request for Price / Quotation for the supply of the Goods / Services (and includes all of its parts and attachments).

RFQ Closing Date means the date noted in this RFQ as being the date by which Respondents must submit their Quotation.

Zinfra means the company described in this RFQ.

Zinfra's Associates means its employees, agents, consultants and advisers.

It is the responsibility of Respondents to ensure that they have received the documentation detailed in this RFQ. Should Respondents identify any discrepancy or inconsistency between the RFQ documents, Respondents must notify Zinfra in writing of the details of the discrepancy or inconsistency, and Zinfra may issue Amending Addenda to amend or clarify the RFQ documents, in whole or in part, if required.

2. COMMUNICATIONS

A prospective Respondent must direct all communication and enquiries concerning this RFQ to the Zinfra contact person named in in this RFQ. Unauthorised communication by a prospective Respondent with any other employee or agent of Zinfra may lead to a Quotation being rejected.

3. AMENDMENT, SUSPENSION OR DISCONTINUATION OF THIS RFQ

Zinfra may change this RFQ by issuing Addenda in writing. Any Addenda becomes part of the RFQ. Addenda issued by Zinfra are the only recognised explanations of or amendments to this RFQ. Additionally, Zinfra may in its discretion suspend the RFQ process at any time or discontinue this RFQ and not procure the Goods / Services, or procure the Goods / Services through other means or discontinue this RFQ and proceed to negotiate with any one or more of the Respondents.

4. AGREEMENT TO BE BOUND

By lodging a Quotation a prospective Respondent agrees to be bound by the Conditions of Quotation.

Use of RFQ and information

This RFQ and any information provided by Zinfra to a prospective Respondent as part of the RFQ process, remain the property of Zinfra, and may only be used by a prospective Respondent to prepare a Quotation in response to this RFQ. Only persons to whom this RFQ is issued may submit a Quotation.

Zinfra collects any Personal Information sought in this RFQ for the purpose of determining a Respondent's suitability to provide the Goods / Services. Only Zinfra's Associates who are responsible for evaluating Quotations will have access to Personal Information and may use the Personal Information to verify information provided by Respondents and to identify any adverse information not disclosed in a Quotation or that may affect a Respondent's ability to meet its contractual obligations. To this end, Zinfra may also use the Personal Information to obtain further information about a Respondent and / or any named individuals from publicly available records. Zinfra will not disclose Personal Information to any other third party without a Respondent's consent, unless authorised or required by law. It is the responsibility of Respondents to notify Zinfra if their Personal Information requires updating.

5. PREPARATION AND LODGEMENT OF QUOTATIONS

Respondents must ensure that Quotations are in English; the RFQ instructions are complied with; and all requested information is provided. Failure to comply with these requirements may render a Quotation invalid.

All Quotations become the property of Zinfra on submission. Zinfra may copy, amend, extract or otherwise deal with all or any part of a Quotation for the purpose of conducting the RFQ process and related procurement processes.

Zinfra will not be responsible, nor pay for any cost, expense or loss which may be incurred by any person in connection with the preparation or presentation of a Quotation.

Late Quotations will not be considered unless Zinfra is of the view (and its decision will be absolute and final) that circumstances beyond the prospective Respondent's control were the cause of the lateness and the consideration of the late Quotation will not compromise the integrity of the procurement process or provide any unfair advantage to the prospective Respondent lodging the late Quotation. Late Quotations which are not accepted will be marked with the time and date of receipt and returned to the prospective Respondent.

6. QUOTATION VALIDITY PERIOD

Quotations must remain open and valid for acceptance by Zinfra for the validity period stated in this RFQ. The validity period may be extended by written agreement between the Respondent and Zinfra.

7. EVALUATION OF QUOTATIONS

In evaluating Quotations, Zinfra may require some clarification or elaboration of information supplied. Any information supplied by Respondents in response to a request for information may, at Zinfra's discretion, be treated as part of their Quotation.

8. CONFIDENTIALITY

Any information provided by Zinfra to the Respondent as part of this RFQ must be kept confidential and the Respondent must keep the information in its Quotation confidential. Nothing in this clause prevents a Respondent from disclosing information in its Quotation: (a) that is available to the public generally otherwise than as a result of a breach of this clause 9; (b) if the disclosure is necessary to obtain approval or licence under a law; or (c) if the disclosure is to the Respondent's professional advisers or lenders.

9. MONETARY AMOUNTS

All monetary amounts must be expressed in Australian dollars (exclusive of GST).

10. HOW A CONTRACT FOR THE SUPPLY OF THE GOODS/SERVICES IS FORMED

A Contract for the supply of the Goods / Services will be formed when Zinfra and the successful Respondent enter into a formal instrument of agreement.

11. RESERVATIONS

Zinfra, may at its absolute discretion: (a) reject any or all Quotations; (b) accept any Quotation or alternative Quotation even though that Quotation may be less favourable to Zinfra than another Quotation; or (c) waive any irregularity or non-conformance in a Quotation (including the late submission of a Quotation) and accept that Quotation.

Zinfra is not obliged to give reasons for the acceptance or rejection of a Quotation.

Additionally, Zinfra, at its discretion and without recourse from any other party, reserves the right to negotiate with any one or more Respondents while continuing with this RFQ, without negotiating with other Respondents or advising other Respondents of those negotiations. Respondents must be prepared to enter into such negotiations upon request from Zinfra.

12. RESPONDENTS MUST NOT ENGAGE IN BID RIGGING

Respondents must not engage in cartel conduct by entering into a contract, arrangement or understanding with competitors, which has the purpose of rigging bids in response to this RFQ. In particular, Respondents must not agree with competitors that: (a) some competitors will not respond to this RFQ; (b) Respondents will respond to this RFQ on the basis that one particular Quotation will be more likely to succeed; (c) Respondents and / or their competitors will not proceed with their Quotations until the conclusion of the RFQ process; or (d) a material component of one or more Quotations will be responded to in a particular way.

13. RESPONDENTS MUST PROVIDE WARRANTIES

In lodging a Quotation, the Respondent warrants, for the benefit of Zinfra, that:

- a) the information contained in their Quotation is accurate and complete;
- b) its Quotation makes allowance for all matters that might impact upon their ability to provide the Goods/Services in whole or in part, or within any particular time, or at any particular cost, and in particular that the Price covers the costs of complying with all relevant requirements necessary for the due and proper provision of the Goods / Services in accordance with the Contract Conditions;
- c) it has, and will maintain, the necessary skills, qualifications and experience to enable it to provide the Goods / Services in accordance with the Contract Conditions;
- d) it has obtained, or will be able to obtain, all consents, permits or authorities necessary for it to provide the Goods / Services;
- e) it is not insolvent and there is no unfulfilled or unsatisfied judgement or court order outstanding against it;
- f) it has not relied upon any warranty or representation made by or on behalf of Zinfra except as expressly provided for within this RFQ; and
- g) it will make no claim against Zinfra or Zinfra's Associates in relation to the selection of a Respondent or any other matter in connection with this RFQ or the process contemplated by this RFQ.

14. RESPONDENTS MUST INDEMNIFY ZINFRA FOR ANY BREACH OF WARRANTIES

In the event of a breach of the warranties given in clause 14, Respondents will indemnify and keep indemnified Zinfra in respect of any loss, damage, expense, suit, proceeding or cost which may be incurred by Zinfra. Respondents agree to release Zinfra from any claim Respondents have, or would have, against Zinfra in relation to or in connection with this RFQ, the consideration of Quotations or the awarding of the Agreement (including any claim arising from any negligence, default or lack of care by the Respondent). Respondents indemnify Zinfra against any claim which is the subject of the release provided for in this section.