

Conditions of Participation (Request for Quote, RFQ)

1) Purpose

All information contained in the RFQ and provided by South East Water as part of the RFQ process is confidential and provided solely for the purpose of the RFQ and may not be used for any other purpose whatsoever without the written permission of South East Water.

All information provided by a supplier in response to the RFQ is considered commercial-in-confidence material and will be held, considered, and disposed of in confidence, except as set out in this document.

Please note the South East Water's Purchase Order (PO) Terms and Conditions, which may apply to potential purchases under the RFQ are available on request.

If you are a South East Water supplier or a South East Water panel supplier, South East Water may have already entered into an agreement with your company, so please be aware that the existing agreement terms will take precedence over any proposed contract attached to this RFQ for the purchase of the Goods/Services/Works described in the RFQ.

In the absence of any Contract Terms attached to the RFQ, South East Water's PO Terms and Conditions will apply.

2) Quotation Accuracy

Before submitting a quotation, suppliers must:

- 1) examine all information relevant to the risks and contingencies and other circumstances impacting the quotation; and
- 2) satisfy themselves:
 - a) that the price is correct; and
 - b) that it is financially and practically viable for them to enter and perform the contract.

3) Quotation Lodgement

Quotations (including all supporting information, if any) must be fully received by the Close Date of the RFQ. Suppliers should notify the Buyer in writing at least 2 business days before the Close Date if they find any discrepancy, error, or omission in the RFQ.

Suppliers are asked to complete the RFQ document and submit their quotation online in South East Water's Oracle system. Prices, responses, and other information provided in the quotation must be in writing and in English.

4) Corruption or Unethical Conduct

Suppliers must comply with the requirements of the Victorian State Government's Supplier Code of Conduct which is available at <https://www.buyingfor.vic.gov.au/supplier-code-conduct> and must disclose any conflicts of interests in their quotation.

5) Quotation Validity

It is not intended by South East Water or the supplier that an issue of the RFQ or a response to it creates a legal relationship between South East Water and the supplier or commits South East Water to entering into a contract with the supplier. However, any quotation lodged with South East Water will constitute an irrevocable offer by the supplier, which remains open and capable of acceptance until **120 days** from the RFQ Close Date.

6) Acceptance of a Quotation

South East Water is not bound to accept the lowest or any quotation. South East Water shall not be in any circumstances responsible for any costs incurred by a supplier in preparing and submitting a quotation. Acceptance of a quotation or part of a quotation will be subject to South East Water and the successful supplier entering into a written agreement and/or the placement of a Purchase Order.

7) Disclosure of information

Following South East Water's decision, all suppliers will be notified of the outcome of their submitted quotations.

Quotations will be treated as confidential by South East Water. South East Water will not disclose the quotations contents and information except:

- As required by law, including, for the avoidance of doubt, as required under the Freedom of Information Act 1982 (Vic) (FOI Act), the Audit Act 1994 (Vic), and any future legislation.
- For the purpose of investigations by the Australian Competition and Consumer Commission or other government authorities having relevant jurisdiction.
- To representatives (including external consultants and advisers to South East Water) engaged to assist with the RFQ process, or to other Victorian Government departments or agencies for the purposes of evaluating the quotations or making decisions or granting approvals in connection with the RFQ generally.
- As required by the office of the Auditor General appointed under section 94A of the Constitution Act 1975 (Vic) or the ombudsman appointed under the Ombudsman Act 1973 (Vic).
- As required by IBAC as established under the Independent Broad-based Anti-Corruption Commission Act 2011 (Vic).
- Where general information from the supplier is required to be disclosed by government policy.

8) South East Water contact person

All communications, questions or requests for clarification or further information, relating to the RFQ and/or the RFQ process must be directed to the Buyer during the allotted time.

Unauthorized or inappropriate communications may lead to the disqualification of the supplier from participating in the RFQ.

Suppliers must ensure that it and its representatives do not make or provide any inducement, payment or promise to South East Water or any of its personnel in connection with the RFQ or the procurement requested under it.

9) Documentation / Information Supplied

All information supplied in support of the RFQ remains the property of South East Water and must be treated as confidential. Unless otherwise stated, documentation has been supplied for information purposes only and the supplier will be responsible for confirmation of the accuracy of the information.