

# Conditions of Offer

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## 1. Interpretation

These Conditions of Offer are to be used where Brisbane Catholic Education (BCE), an agent of The Corporation of the Trustees of the Roman Catholic Archdiocese of Brisbane, is seeking quotes to enter into a Contract.

## 2. Request for quote

### 2.1 Supplier acceptance

By submitting a quote, the supplier:

- (a) accepts these Request for Quote (RFQ) Conditions.
- (b) offers to enter into a Contract with BCE to provide the services included in this RFQ.

### 2.2 Customer discretion

BCE may make any changes to the RFQ process in its absolute discretion, by notifying the supplier. Without limitation, BCE may:

- (a) add or change requirements.
- (b) amend dates including extend the closing date and time.
- (c) consider or reject a quote received after the closing date and time.
- (d) accept non-conforming offers, alternative or innovative offers, quotes in part, or multiple quotes.
- (e) reject any or all quotes.
- (f) amend the evaluation criteria stipulated in the RFQ.
- (g) exercise discretion in evaluating any subjective evaluation criteria.
- (h) negotiate with one or more suppliers and allow any supplier to vary its quote.
- (i) interview, negotiate or hold discussions with any supplier or prospective supplier on any matter contained (or proposed to be contained) in a quote to the exclusion of others.
- (j) request some or all suppliers to conduct site visits, provide references and additional information, and/or make themselves available for panel interviews.
- (k) change the terms and conditions applicable to the RFQ process, including terms of the proposed contract or
- (l) cancel the RFQ process.

The Supplier will not make any claim in connection with a decision by BCE to exercise or not to exercise any of its rights in relation to the RFQ process.

## 3. Alternative offers

BCE's procurement process promotes an outcome focussed approach, seeking opportunities to innovate and improve value for money. Suppliers are encouraged to submit alternative offers and innovative offers where they believe that the alternative will promote BCE's objectives.

## 4. No reliance on information

The supplier is responsible for making its own investigation and assessment about all matters relevant to the RFQ, the requirements, the accuracy of all information and documents provided by or on behalf of BCE, and all other matters relevant to the supplier's quote.

## 5. Supplier cost

Participation in the RFQ process is at the supplier's cost. BCE is not required to pay compensation to the supplier in relation to the RFQ process in any circumstances, for any reason.

## 6. Subject to contract

No contract will be formed between BCE and the supplier unless and until BCE accepts the supplier's quote in writing or both parties sign a contract document.

## 7. Compliance

The supplier must:

- (a) (**communication**) direct all enquiries relating to the RFQ to BCE's nominated contact person, and not discuss the RFQ with any other person except as required to prepare its quote.
- (b) (**accuracy**) ensure that all information provided as part of its quote is complete, accurate, current, and not misleading.
- (c) (**Laws**) comply with the governing law of the State of Queensland and submit to the exclusive jurisdiction of the courts of the State of Queensland.
- (d) (**confidentiality**) keep confidential all confidential information which it obtains as part of the RFQ process, not use it except for the purpose of responding to the RFQ, and not disclose it except to its personnel on a need to know basis for the purpose of responding to the RFQ, or with BCE's consent, or to the extent required by Law, or to its professional advisors.
- (e) (**privacy**) if it collects or has access to any personal information in connection with the RFQ process, comply as if it was BCE with the Australian Privacy Principles in the Privacy Act 1988 and the BCE Privacy Policy as applicable, in relation to that personal information and comply with all reasonable directions of BCE relating to the personal information.
- (f) (**no publicity**) not make any public announcements or advertisement relating to the RFQ.

- (g) **(personnel)** ensure that its personnel also comply with these requirements.
- (h) **(accuracy of information)** ensure that all representations, warranties, declarations, statements, information and documents ("information") made or provided by the supplier in connection with the RFQ process are complete, accurate, up-to-date and not misleading in any way. The supplier must immediately tell BCE if any information is or becomes incomplete, inaccurate, out-of-date or misleading in any way.

## **8. Anti-competitive conduct, conflict of interest and criminal organisations**

### **8.1 Anti-competitive conduct**

The supplier warrants that neither it, nor its personnel have engaged in any collusive, anti-competitive or similar conduct in connection with the RFQ process or any actual or potential contract with any entity for services similar to the goods and/or services.

### **8.2 Conflict of Interest**

The supplier warrants that it and its personnel do not hold any office or possess any property, are not engaged in any business or activity and do not have any obligations whereby a conflict of Interest is created, or may appear to be created, in conflict with its obligations under these RFQ Conditions or the proposed contract, except as disclosed in the supplier's quote.

The supplier warrants that it will not, and it will ensure that its personnel do not, place themselves in a position that may give rise to a conflict of interest between the interest of BCE and the supplier's interests during the RFQ process.

The supplier warrants that it will immediately notify BCE if any conflict of interest arises after lodgement of the supplier's quote.

### **8.3 Criminal organisation**

The supplier warrants that neither it or its personnel:

- (a) have been convicted of an offence under the Criminal Code where one of the elements of the offence is that the person is a participant in a criminal organisation within the meaning of section 60A(3) of the Criminal Code or
- (b) are subject to an order under, or have been convicted of an offence under the Criminal Organisation Act 2009 (Qld).

### **8.4 Warranties are ongoing**

The warranties in this section are provided as at the date of the supplier's response to the RFQ and on an ongoing basis until the later of BCE notifying the supplier that its quote has been rejected and expiry or termination of any contract entered pursuant to the RFQ process ("relevant period").

The supplier warrants that it will immediately notify BCE if it becomes aware that any warranty made in this section was inaccurate, incomplete, out-of-date or misleading in any way when made, or becomes inaccurate, incomplete, out-of-date or misleading in any way, during the relevant period.

### **8.5 Breach of warranty**

In addition to any other remedies available to it under Law or contract, BCE may, in its absolute discretion (but is not required to), immediately disqualify a supplier that it believes has breached any warranty in this clause.

## **9. Supplier Confidential Information**

BCE will keep confidential all confidential information of the supplier which it obtains as part of the RFQ process.

BCE may use supplier confidential information for the purposes of the RFQ process.

BCE may disclose supplier confidential information:

- (a) to its personnel for the purposes of the RFQ process.
- (b) as required by law.
- (c) to its professional advisors.

## **10. Intellectual Property**

**10.1** BCE and the supplier retain ownership of their Intellectual Property Rights in any pre-existing IP.

**10.2** The title to and copyright in all material created for the purpose of providing goods and/or services by the supplier including, but not limited to, documents, computer software, equipment, and data stored by any means will vest in, and is assigned by the supplier on its creation to, BCE.

**10.3** If the material created for the purpose of providing goods and/or services contains material the subject of pre-existing copyright of the supplier or third parties, then the supplier grants and must ensure that relevant third parties grant to BCE a non-exclusive, perpetual, irrevocable paid up licence to use, reproduce and adapt the material incorporating the supplier's pre-existing IP.