

Request for Quotation Conditions

By submitting a Quotation, you acknowledge that you are bound by the following conditions (the RFQ Conditions):

- (a) your Quotation must remain valid and open for 90 days from date of receipt of the Quotation;
- (b) you must carefully check the contents of the RFQ, and you must provide the Quotation at your own cost and risk;
- (c) you must comply with all laws;
- (d) you must comply with any reasonable requirements or directions of Sunwater regarding safety and the environment;
- (e) it is mandatory that you:
 - (i) comply with the Ethical Supplier Threshold as described in paragraph 2.3 of the Queensland Procurement Policy (**Ethical Supplier Threshold**);
 - (ii) are not subject to a sanction under the Ethical Supplier Mandate 2021 (available at https://www.forgov.qld.gov.au/_data/assets/pdf_file/0037/186994/ethicalsuppliermandate.pdf) (**Ethical Supplier Mandate**); and
 - (iii) comply with the expectations set out in the Queensland Government policy titled "Queensland Supplier Code of Conduct" (**Supplier Code of Conduct**);
- (f) you must indicate your compliance with the Ethical Supplier Threshold and the Supplier Code of Conduct and confirm that you are not subject to a sanction under the Ethical Supplier Mandate by responding to the relevant evaluation criteria in your Quotation;
- (g) if you are:
 - (i) not compliant with the Ethical Supplier Threshold;
 - (ii) are subject to a sanction under the Ethical Supplier Mandate; or
 - (iii) not compliant with the Supplier Code of Conduct,the Quotation will be non-conforming;
- (h) you warrant that:
 - (i) you comply with and will continue to comply with the *Modern Slavery Act 2018* (Cth) (**Modern Slavery Act**) and any legislation of a Territory or State relating to Modern Slavery (as that term is defined in the Modern Slavery Act) (as applicable); and
 - (ii) you have taken reasonable steps to investigate your labour and business practices, and those of your subcontractors and direct suppliers, to ensure that there is no Modern Slavery (as that term is defined in the Modern Slavery Act) used anywhere in your operations or supply chain or in the operations or supply chain of any of your subcontractors or direct suppliers;
- (i) without limiting Sunwater's rights under the RFQ Conditions or otherwise, you irrevocably consent to Sunwater:
 - (i) disclosing information about the you (including information contained in the Quotation) to a federal, state or local government department, agency, authority or instrumentality, including Work Health Safety Queensland, the Queensland Building and Construction Commission, the Fair Work Commission, the Australian Taxation Office and the Australian Building and Construction Commission (**Government Department or Instrumentality**) for the purpose of obtaining the information described in clause (i)(ii); and
 - (ii) obtaining information about the you relevant to the evaluation criteria identified in the RFQ, including the Ethical Supplier Threshold, the Ethical Supplier Mandate and the Best Practice Principles (if applicable), that may be held by any Government Department or Instrumentality (**Regulatory Information**); and

- (iii) taking the Regulatory Information into account in evaluating any Quotation;
- (j) if you collect or have access to Personal Information (as defined in the *Privacy Act 1988* (Cth)) in connection with the RFQ or the Supply, you must comply with all requirements of the *Privacy Act 1988* (Cth);
- (k) all information provided to you in connection with this RFQ and the Supply is strictly confidential (Confidential Information), and you must not disclose Confidential Information except to the extent that:
 - (i) Sunwater has given its prior written consent to disclosure of the Confidential Information;
 - (ii) the disclosure of the Confidential Information is required by law;
 - (iii) the Confidential Information is in the public domain, other than due to a breach of these RFQ Conditions; or
 - (iv) the Confidential Information is disclosed to your employees or advisors who are subject to corresponding obligations of confidentiality;
- (l) this RFQ is not an offer by Sunwater. No contract will exist between you and Sunwater in respect of the Supply until Sunwater enters into a written contract with you and formally authorises you in writing to commence the Supply;
- (m) any intellectual property rights in your Quotation will, as between Sunwater and you, belong to you. You agree to grant to Sunwater a non-exclusive, royalty-free, perpetual, assignable licence to use, reproduce and adapt your Quotation as Sunwater sees fit for the Supply;
- (n) any intellectual property rights created in connection with the Supply vest in or are immediately assigned to Sunwater upon its creation;
- (o) you indemnify Sunwater against any loss or liability arising from third party claims in connection with any intellectual property rights in your Quotation or in connection with the Supply;
- (p) Sunwater may at its absolute discretion seek quotations from others, not proceed with or change its requirements for the Supply, adopt or vary any process or criteria for the evaluation of quotations, decline to accept the lowest quotation, or any quotation, or deal with others in connection with the Supply;
- (q) Sunwater does not warrant, guarantee or accept any liability regarding the completeness, accuracy, adequacy or correctness of any information provided regarding this RFQ;
- (r) in no circumstances will Sunwater or the Sunwater Representative or any of their respective directors, officers, employees, agents or advisors be liable to you whether in contract, tort (including negligence or misrepresentation), under statute (to the extent permitted by law) or otherwise for any costs, losses, expenses, liabilities or damages incurred or suffered by you:
 - (i) in acting upon these RFQ Conditions in preparing a Quotation or in otherwise acting in reliance upon these RFQ Conditions;
 - (ii) arising out of or in connection with your participation in the RFQ process in any way whatsoever;
 - (iii) arising out of or in connection with the exercise, or failure to exercise, by Sunwater or the Sunwater Representative, of any of their rights under these RFQ Conditions;
- (s) you will have no recourse against Sunwater or the Sunwater Representative or their respective employees, agents or advisors in relation to any decision by Sunwater in relation to the selection of any successful offerors;
- (t) the RFQ is governed by the laws of Queensland and you irrevocably submit to the non-exclusive jurisdiction of courts with jurisdiction there; and
- (u) if the RFQ states that the Queensland Charter for Local Content (Charter) applies, you acknowledge that the RFQ is subject to the Charter; and that you will prepare a Statement of Intent (or equivalent local content statement in the format set out at the Department's website here – see document titled 'Tenderers Statement of Intent'. You will refer to the 'Tenderer's and Grant Applicants' Guidelines to the Statement of Intent – June 2021' published by the Queensland Government in completing the Statement of Intent'.