

1. Definitions and interpretation

Unless the context otherwise requires:

Addenda	means documents issued by Sigma to amend or clarify the RFQ / RFP.
Conditions of Contract	the proposed terms and conditions of Contract as referred to in the RFQ / RFP
Contract	means the contract documents to be entered between the parties as referred to in the RFQ / RFP which shall include the Conditions of Contract, the Pricing Schedule and the agreed scope of work / specification as relevant to the Goods/Services the subject of the RFQ / RFP.
Goods / Services	means the products, goods or other items to be supplied by the Respondent and/or the services to be performed by the Respondent, which are the subject of and described in this RFQ / RFP.
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 / RFP.
Quotation / Proposal	means the offer submitted by a Respondent to supply the Goods/Services pursuant to this RFQ / RFP.
Respondent	means any person who submits a Quotation / Proposal.
RFQ / RFP	means this Request for Price/Quotation for the supply of the Goods/Services (and includes all of its parts and attachments).
RFQ / RFP Closing Date	means the date noted in this RFQ / RFP as being the date by which Respondents must submit their Quotation / Proposal.
Sigma	means Sigma Company Limited) ABN 44 004 132 923) and includes Sigma's Related Bodies Corporate (as defined in the Corporations Act 2001 (Cwlth)) and Sigma'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 the RFQ / RFP. Should Respondents identify any discrepancy or inconsistency between the RFQ / RFP documents, Respondents must notify Sigma in writing of the details of the discrepancy or inconsistency, and Sigma may issue Amending Addenda to amend or clarify the RFQ / RFP documents, in whole or in part, if required.

2. Communications

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

3. Amendment, suspension or discontinuation of this RFQ / RFP

Sigma may change this RFQ / RFP by issuing Addenda in writing. Any Addenda becomes part of the RFQ / RFP. Addenda issued by Sigma are the only recognised explanations of or amendments to this RFQ / RFP. Additionally, Sigma may in its discretion suspend the RFQ / RFP process at any time or discontinue this RFQ / RFP and not procure the Goods/Services,

or procure the Goods/Services through other means or discontinue this RFQ / RFP and proceed to negotiate with any one or more of the Respondents.

4. Agreement to be bound

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

5. Use of RFQ / RFP and information

This RFQ / RFP and any information provided by Sigma to a prospective Respondent as part of the RFQ / RFP process, remain the property of Sigma, and may only be used by a prospective Respondent to prepare a Quotation / Proposal in response to this RFQ / RFP. Only persons to whom this RFQ / RFP is issued may submit a Quotation / Proposal. Sigma collects any Personal Information sought in this RFQ / RFP for determining a Respondent's suitability to provide the Goods/Services. Only Sigma's Associates who are responsible for evaluating Quotation / Proposals 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 / Proposal or that may affect a Respondent's ability to meet its contractual obligations. To this end, Sigma may also use the Personal Information to obtain further information about a Respondent and/or any named individuals from publicly available records. Sigma 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 Sigma if their Personal Information requires updating.

6. Preparation and lodgement of Quotations / Proposals

Respondents must ensure that Quotations / Proposals are in English; the RFQ / RFP instructions are complied with; and all requested information is provided. Failure to comply with these requirements may render a Quotation / Proposal invalid. All Quotation / Proposals become the property of Sigma on submission. Sigma may copy, amend, extract or otherwise deal with all or any part of a Quotation / Proposal for conducting the RFQ / RFP process and related procurement processes. Sigma will not be responsible, nor pay for any cost, expense or loss which may be incurred by any person connected with the preparation or presentation of a Quotation / Proposal. Late Quotation / Proposals will not be considered unless Sigma 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.

7. Quotation / Proposal validity period

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

8. Evaluation of Quotations / Proposals

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

9. Confidentiality

Any information provided by Sigma to the Respondent as part of this RFQ / RFP 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 because 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.

10. Monetary amounts

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

11. 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 Sigma and the successful Respondent execute a formal instrument of agreement.

12. Reservations

Sigma, 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 Sigma 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. Sigma is not obliged to give reasons for the acceptance or rejection of a Quotation. Additionally, Sigma, 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 / RFP, without negotiating with other Respondents or advising other Respondents of those negotiations. Respondents must be prepared to enter such negotiations upon request from Sigma.

13. Respondents must not engage in bid rigging

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

14. Respondents must provide warranties

In lodging a Quotation / Proposal, the Respondent warrants, for the benefit of Sigma, that:

- (a) the information contained in their Quotation / Proposal is accurate and complete;
- (b) its Quotation / Proposal makes allowance for all matters that might impact upon their ability to provide the Goods/Services in whole or in part, or within any time, or at any cost, and 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 Sigma except as expressly provided for within this RFQ / RFP; and
- (g) it will make no claim against Sigma or Sigma's Associates in relation to the selection of a Respondent or any other matter about this RFQ / RFP or the process contemplated by this RFQ / RFP.

15. Respondents must indemnify Sigma for any breach of warranties

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