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## Sourcing Event Conditions

### 1. Effect of Conditions

These Sourcing Event Conditions are non-negotiable and binding on all Participants.

### 2. Participant to Inform Itself Fully

The Participant will be taken to have examined - all Sourcing Event Documents and any other information made available by APA in writing or in briefings to the Participant for the purpose of submitting a Sourcing Event response.

By submitting a Sourcing Event response, a Participant warrants that it has acquainted itself with the terms of this sourcing event including the Scope Documents (Scope of Services and attachments) and the terms and conditions of the draft Contract (Terms & Conditions). Failure on the part of a Participant to obtain information about the Site or the goods and/or services will not relieve the Participant of its obligations to provide the goods and/or services at the price submitted in its Sourcing Event response, within the time prescribed and in accordance with the Contract and the Scope Documents.

Except for nominated APA rep, no person has authority to make representations or give explanations to a Participant on behalf of APA about the goods and/or services.

The Participant will have no claim against APA (including an increase in price or extension of time) in relation to information or explanations given, or representations made, to them about the Sourcing Event Documents or the goods and/or services other than in accordance with nominated APA rep Participant Enquiries.

### 3. Amendments to the Sourcing Event Documents

APA may amend the Sourcing Event Documents by distributing an amendment in the form of an addendum. An addenda issued by APA will become part of the Sourcing Event Documents.

A Participant may, by written notice via **Workday Strategic Sourcing**, request APA to clarify any part of the Sourcing Event Documents. Any explanation provided by APA will be distributed in accordance with the preceding paragraph.

Addenda issued will be numbered consecutively, commencing with the number 1.

### 4. Discrepancies, Errors & Omissions in Sourcing Event Documents

If the Participant identifies any discrepancy, error or omission in the Sourcing Event Documents or if the Participant is in any doubt as to their meaning, the Participant should promptly, but in any event no later than on or before the Closing Date, notify APA via **Workday Strategic Sourcing** requesting clarification.

### 5. Prices

The Response must reflect the requirements of the Scope Documents which must be validated by the Participant's own assessments and:

- all prices must be in Australian dollars and be exclusive of GST; and
- the Participant must provide the basis for each price calculation that is subject to exchange rate variation.

## **6. Cost for Preparation of Sourcing Events (or submission)**

Participants must prepare and submit any Sourcing Event response or further information at their own cost.

The Participant will have no claim against APA for costs incurred by the Participant in connection with this **RFX** or the preparation of a Sourcing Event response or any part of the Sourcing Event process, including the rejection of any Sourcing Event response.

Participants release APA from any claim arising directly or indirectly from:

- APA retracting the Sourcing Event (in whole or in part), or
- any other matter arising out of or in relation to the Sourcing Event process.

## **7. Validity Period**

The Sourcing Event response must remain valid for a period of ninety (90) days from the date of closing of Sourcing Events, or such longer period agreed to by the Participant, notwithstanding that APA may have entered into negotiations with that Participant or any other Participant during that period.

## **8. English Language, Units of Measurements & Quantities**

Sourcing Event responses, including any accompanying documentation, must be in English, with measurements & quantities expressed in metric units.

## **9. Acceptance of Sourcing Events Responses**

APA may, in its absolute discretion, extend the Closing Date by giving written notice to all Participants.

APA is not bound to accept any Sourcing Event response and may accept any Sourcing Event response, whether that Sourcing Event response is the lowest priced or not. APA may negotiate with any one or more Participants after the Sourcing Event Closing Date, and enter into a contract for the goods and/or services with any person on the same or different terms to those in the attached documents.

APA may, in its absolute discretion and without giving reasons, decline to consider or, after consideration, not accept any non-conforming or conforming Sourcing Events responses.

Each Participant must, within ten (10) business days of request by APA and/or its agent, submit to APA additional evidence of its competence & financial capacity to carry out the goods and/or services. Failure by a Participant to do so may be cause for rejection of the Sourcing Event response.

A Participant may withdraw a Sourcing Event response at any time after the expiry of 120 days from the Sourcing Event Closing Date (unless the Sourcing Event response has been accepted by APA) but may not withdraw a Sourcing Event response during those 120 days except with the consent of APA.

A Sourcing Event response will be deemed to have been accepted on the date of issue by APA of a written acceptance of the Sourcing Event response addressed to the successful Participant. However, no contract will come into force except as provided for 10 below.

APA will notify all unsuccessful Participants in writing via **Workday Strategic Sourcing**.

## **10. Agreement Terms & Execution**

This sourcing event includes the Scope Documents and draft contract (Terms & Conditions) and any special conditions. Participants are required to list (if any) amendments to the contract. If no amendments are indicated, the Participant will be taken to have accepted the contract substantially in the form provided in this sourcing event together with the Scope Documents and any special conditions. The Participant's response in relation to the acceptability of the contract will be binding. It is APA strong preference that the contract (Terms & Conditions) is not amended by the Participant.

Successful Participant/s must sign the contract (amended to reflect any amendments agreed to by APA) within seven (7) days of being advised of the acceptance of its Sourcing Event response or within any other time-frame nominated by APA.

## **11. Conforming & Non-conforming Sourcing Event Responses**

A Participant may submit a non-conforming Sourcing Event response provided it has also submitted a conforming Sourcing Event response.

Any Sourcing Event response may be regarded as non-conforming, at APA's sole discretion, if:

- the Sourcing Event response does not comply with the requirements of, or which contains provisions not required by the Sourcing Event Documents;
- it is a Sourcing Event response for part only of the goods and/or services and not the whole of the goods and/or services;
- the Sourcing Event Documents and any documents required to be completed are not properly and completely filled in and signed by the Participant; or
- the Sourcing Event response is lodged later than the Closing Date notified in this sourcing event.

APA may reject, without consideration, any Sourcing Event response.

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A joint Sourcing Event response may be submitted by two or more Participants but no Participant may submit more than one Sourcing Event response.

## **12. Collusive Sourcing Event Responses**

Other than for a joint Sourcing Event response, a Participant must not enter into any agreement or arrangement with any other person or association also being a Participant concerning the preparation of a Sourcing Event response and in particular must not include in the pricing of the Sourcing Event response any amount to be paid to an unsuccessful Participant.

Evidence of collusive Sourcing Event responses or other improper practices connected with the Sourcing Event will lead to the rejection of the relevant Sourcing Event responses. Participants involved in such practices may be barred from submitting a Sourcing Event response for further contracts with APA.

## **13. Confidentiality**

This sourcing event contains information that is confidential to APA. No Participant may under any circumstances disclose the form or content of this sourcing event or its Sourcing Event response nor may a Participant reproduce or provide copies of this sourcing event or its Sourcing Event response to any third party without the prior written consent of APA.

The Participant agrees to indemnify APA at all times against any damages, losses, liability, costs or expenses incurred by APA or for which APA becomes liable in respect of any breach by the Participant of this clause 13.

## **13. Use of Information**

APA will not provide copies of Sourcing Events responses or disclose ideas, issues, information or design concepts raised in a Sourcing Event response to any other Participants without the prior written consent of the relevant Participant.

All documentation, materials and other information submitted by the Participants during the Sourcing Event process or in connection with this sourcing event, shall become the property of APA and will not be returned to the Participant.

## **14. Public Relations**

Participants must not make any public announcements or statements regarding the nature of this sourcing event or their Sourcing Event response to the media, professional associations, technical publications, or any other parties without the prior written consent of APA.

## **15. Governing Law**

This sourcing event and the Sourcing Event process is governed by the laws of New South Wales.