

XX Project (Template)

General Conditions of Tender

[DATE]

Work Package Reference: #

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1. Purpose and Scope

This document contains the conditions which apply to the RFX process for the supply of goods and/or services to the Company.

This document applies to all Tenderers.

2. Definitions

Unless otherwise stated herein, the following terms shall have the following meanings:

“Addenda”	means any document or correspondence issued by the Company before the Closing Date concerning clarifications or amendments
“Alternative Tender”	has the meaning outlined in clause 6.5
“Business Day”	means Monday to Friday excluding public holidays in South Australia
“Closing Date”	means the date outlined in the Tender Details Sheet in which defines the Tenderers deadline for submission of Tenders
“Closing Time”	means the time and date outlined in the Tender Details Sheet in which Tenders must be submitted to the Sourcing Event Manager
“Company”	means the SIMEC Mining or Liberty Primary Steel company identified in the Tender Details Sheet
“Commercial Arrangement”	means the terms and conditions of Contract between the Company and the successful Tenderer
“Conforming Tender”	has the meaning outlined in clause 6.3
“Tenderer”	means a person or any other entity engaged under a signed contract to provide good, services and/or works
“Non-Conforming Tender”	has the meaning outlined in clause 6.6
“Project/Procurement Requirements”	means all documents outlining the Company’s requirements including but not limited to the Scope, specifications or Project/Procurement, briefing including drawings or and referenced documents outlining the Company’s requirements
“RFP”	means Request for Proposal
“RFQ”	means Request for Quotation
“RFT”	means Request for Tender
“RFX”	all of the above (RFP, RFQ and RFT)
“Sourcing Event”	means the RFP, RFQ or RFT
“Sourcing Event Manager”	means the Contact outlined in the Tender Details Sheet
“Tender”	means the Tenderers response to the Request for Tender
“Tenderer”	The person submitting the Tender

“Tender Details Sheet”	means the document accompanying the Sourcing Event with specific details of the Sourcing Event
“Tender Package”	means all information prepared and provided by the Company to the Tenderer including Project/Procurement requirements, submission forms, instrument of agreement
“Tender Period”	means the period between the Tender Issue Date and the TenderClosing Time
“Validity Period”	means the time period during which the Company may accept aTender

3. Disclaimer

This Tender Process aims to identify potential vendors that may satisfy the Company’s Project/Procurement Requirements.

To the maximum extent permitted by law, neither the Company nor its employees, advisers or agents will in any way be liable to any person or entity for any cost, expense, loss, claim or damage arising out of or in connection with this Tender Process.

4. Tender Period

4.1. Communications During Tender Period

All communications during the Tender Period must be communicated through the Sourcing Event Manager via the nominated Tender Mailbox.

4.2. Clarification Requests

Tenderers seeking clarification on technical or commercial requirements during the Tender Period may only do so through the Sourcing Event Manager via the nominated Tender Mailbox.

4.3. Amendments

The Company reserves the right to issue amendments or additions to the Tender Package at any time during the Tender Period, including extending the Tender Period. The Company will notify Tenderers of any modifications, amendments or additions through the issue of an Addendum.

4.4. Access to Tender Documents

Typically, all Tender Documents larger than 4mb are uploaded and issued via a generic link. Tenderers are encouraged to download all Tender Documents as soon as practicable as this link will expire.

Tenderers having difficulties accessing the documents must contact the Sourcing Event Manager for assistance.

5. Tender Requirements

5.1. Period of Validity of Tenders

All Tenders must maintain a Validity Period of a minimum of 120 days from the Closing Date. In the event the Company seeks an extension to the Validity Period, a request in writing will be issued to the Tenderer.

5.2. Tender Briefing / Site Inspection

Tender Briefings/Site Inspection details will be specified in the Tender Details Sheet. Any cost incurred in attending Tender Briefings/Site Inspections will be the responsibility of the Tenderer. Tenderers must provide their own personal protective equipment (PPE) for Site Inspections.

5.3. Conforming Tender

A Tender shall be considered Conforming when the Tenderer has submitted all requested information and the Tender complies with the Company's Project/Procurement, Tender and Commercial requirements.

Departures to contractual terms and conditions may be considered provided they are detailed in accordance with section 5.4.

5.4. Departures from the Tender terms and conditions of contract

All departures shall be listed where nominated in the relevant RFX schedule(s) and shall specify:

- the document name in the Tender for departure
- the clause or reference in the document for departure
- the specific details/description/justification of the proposed departure
- proposed alternative wording if applicable

The Tenderer shall be deemed to accept the Company Project/Procurement, Commercials of the RFX in every respect except for the departures listed on relevant schedule(s).

Should a Tenderer provide departures in their Tender other than where nominated and such departures are not responded to by the Company during the Tender process, such departures shall be deemed to have been rejected by the Company and will not form part of any agreement subsequently formed between the Tenderer and the Company.

5.5. Tenderer's terms and conditions of contract

Subject to section 6.4 any Tenderer's Commercials (Tenderer's terms and conditions) put forward by the Tenderer shall be excluded completely from forming part of the Tender.

5.6. Non-conforming Tender

A Tender may be considered Non-Conforming where the Tenderer has not completely satisfied the Project/Procurement, Tender and Commercial Requirements.

The Company will give preference to Tenders which fully comply with the Company's Project/Procurement Requirements. However, a Non-conforming Tender may be considered where the Tenderer can demonstrate that the Tender will be more efficient, innovative or cost effective and will be in line with the Company's outcomes and level of service required.

Notwithstanding the above, the Company reserves the right to not consider any Non-Conforming Tenders.

5.7. Alternative Tender

Not to be mistaken for a 'Non-conforming Tender', Tenderers may submit an Alternative Tender alongside or instead of a Conforming Tender ensuring it complies with the Project/Procurement, Tender and Commercial Requirements. An Alternative Tender may be submitted in the event a Tenderer has achieved or exceeded the Project/Procurement Requirements by (but not limited to) one of the following:

- An alternative methodology to that stipulated in the Specification
- Use of alternative material specifications
- Innovation techniques
- Value-adding opportunities

5.8. Unrealistic Tender

Without limiting sections 7 and 9.2, should the Company be of a reasonable opinion that the cost of undertaking the work has been underestimated or overestimated by the Tenderer and as a consequence, their tender is unrealistically low or high, the Company reserves its right to reject the tender.

5.9. Errors and Omissions in Tender

The Company assumes that all data presented by the Tenderer is complete, accurate, not false, binding and has been endorsed by the Tenderer's appropriate officers. The Tenderer must notify the Company of any errors or omissions identified after lodging, in writing within two business days of the expiry of the Tender Period.

5.10. Addenda

Any amendments or additional information provided through the issue of an Addendum by the Company is considered to form part of the Project/Procurement, Tender and Commercial Requirements.

5.11. Conflict of Interest.

The Tenderer must immediately notify the Company in writing detailing a known or potential conflict of interest in which the Company will decide whether it be appropriate for a Tenderer to participate in the Sourcing Event.

6. Lodgement Details

6.1. Tender Closing Time

Tenders will only be accepted on or before the Tender Closing Time (Australian Central Standard Time) as stated in the Tender Details Sheet.

6.2. Method of Lodgement of Tender

Tenders must be lodged electronically to the Sourcing Event Manager as advised in the Tender Details Sheet.

6.3. Late Tenders

No Tender will be accepted outside of the Tender Period unless there are circumstances which in the sole direction of the Company, render it is acceptable to do so.

6.4. Extension to Tender Period

An extension to the Tender Period may be granted at the discretion of the Company, where the Company is of the reasonable opinion that additional time is required in order for Tenders to be prepared.

7. Conditions for Acceptance of Tenders

The Company reserves its rights to:

- Reject any Tender that does not conform with the requirements of the Sourcing Event, or which is incomplete
- Select any Tender or any modification, amendment or part of any Tender
- Not accept any Tender
- Terminate, at any time, further participation of a Tenderer in the process
- After lodgment of Tenders, to negotiate on any aspects of the Tenderers Tender
- Re-issue the Sourcing Event
- Reject a Tender where the Tenderer is in breach of the General Conditions of Tender

- Reject a Tender where there is a conflict of interest

8. Evaluation of Tenders

8.1. Short Listing

The Company may at its discretion shortlist one or several Tenders which are considered competitive and appropriate for further evaluation. As part of the shortlisting process, the Company may seek clarification from the Tenderer on particular elements of its tender to ensure compliance with all Project/Procurement, Tender and Contract Requirements.

8.2. Clarifications and Post Tender Meetings

The Company may request that the Tenderer attend post Tender Period meetings and to respond promptly to clarifications. Clarification responses must be provided through the Sourcing Event Manager.

8.3. Outcome of Evaluation

The Company's evaluation will include consideration of the information provided at the submission of the Tender, additional information collected post Tender Period including from interviews, clarifications and workshops and any analysis conducted by the Company. Each Tenderer will formally be advised of the outcome of the evaluation and the status of their Tender as soon as practicable.

The Company will offer a debrief at the end of the RFX process to all Tenderers who submitted a Tender.

9. Award

9.1. Terms of Award

The Company is not bound to accept the lowest price of any tender.

The Company reserves its rights to award a Tender on the condition that the Tenderer enters into the Commercial Arrangement provided within the Tender Package where the Tenderer has not provided a list of commercial departures accompanying their submission.

The Commercial Arrangement shall not be considered awarded until all parties have signed a Contract, or in the event where Purchase Order Terms and Conditions are used, the Tenderer has received a Purchase Order.

9.2. No Obligation to Form Contract

The Company is under no obligation to proceed either in whole or in part with the Project/Procurement or formation of a Commercial Arrangement to which the Sourcing Event relates.

Nothing in this Sourcing Event or the submission of any Tender, or any conduct or statement otherwise related to this Sourcing Event constitutes a legally-binding obligation on the Company to acquire any goods and/or services from any party, or a representation or warranty by the Company that it will do so.

10. Confidentiality

10.1. Disclosure

All Information disclosed, made known, divulged or communicated to or obtained by the Tenderer in relation to this Sourcing Event must be kept confidential and must not be disclosed to any other person except where the disclosure is to a relevant person and is strictly necessary for the direct pursuit of this Sourcing Event.

Where disclosure of Company information is required, Tenderers are not in any way to publicise or disclose to any other person the Sourcing Event or any Information in relation to the Sourcing Event without first obtaining written confidentiality from the person to who is intended to receive such information.

10.2. Use of Information by the Company

The Company may, at any time without notifying the Tenderer, allow the disclosure of, any information provided by the Tenderer to Company employees and officers solely to assess and evaluate a Tender, regardless of any confidentiality clause attached to a Tender.

The Company will advise the Tenderer before the release of any information received from the Tenderer to anyone other than those parties reasonably considered necessary by the Company to assist in assessing and evaluating a Tender.

10.3. Canvassing

A Tenderer shall not attempt to interview or discuss any matter in relation to its Tender or any other Tender with any employee or agent of the Company other than under the provision of section 4.2.

Any canvassing by Tenderers or their agents will be considered grounds for the rejection of a Tender.

11. Australian Industry Participation (AIP) Plan

The Tenderer must be compliant with the Project's AIP Plan and flow down of AIP Plan requirements to further subcontracting

12. Company's General [Tenderer] Requirements

Notwithstanding anything else in the Tender Package, the Tenderer must comply with the Company's

General Requirements set out [insert.location] or other location specified in the Tender Details. Compliance with these Company's General Requirements will be a condition of any Commercial Arrangement.