

SPOTLESS - CONDITIONS OF TENDERING

In consideration of the Company inviting Tenderer to tender for the Works and, in further consideration of the Company undertaking to evaluate the Tender submitted by the Tenderer in accordance with these Conditions, the Tenderer shall be bound by these Conditions.

1. INTERPRETATION

In these Conditions, unless a contrary intention appears, the following terms shall have the following meanings:

"Closing Date" means the date for submission of Tenders specified in the Invitation to Tender.

"Company" means Spotless Facility Services Pty Ltd.

"Conditions" means these Conditions of Tendering.

"Tender Invitation" means the Electronic Tender Submission Form to which these Conditions are annexed.

"Tender" means the Tender submitted by the Tenderer in accordance with the Tender Documents. "Tenderer"

means the person, firm, or the Company invited to tender for the Work.

"Tender Documents" means the online Tender Invitation and all documents annexed thereto.

"Electronic Tender Submission Form" means the Tender Submission Form available on the electronic Spotless Tender system includes all Schedules referred to in the Tender Submission Form.

In these Conditions unless the context otherwise requires, the singular includes the plural and vice versa and words importing persons shall include firms and corporations and vice versa.

Terms that are defined and used in the Tender Documents shall have the same meaning (*mutatis mutandis*) where they appear in these Conditions.

2. CONTRACT PROVISIONS

The Tender Documents set forth the terms and conditions which shall apply to the Work and the Tenderers performance in adherence with Spotless - NSW LAHC - Asset Maintenance Subcontract Agreement.

3. CONTENTS OF TENDER

The Tender shall consist of a duly completed Electronic Tender Submission Form and all documents referred to in the Electronic Form of Tender whether or not they are returned with the completed Electronic Form of Tender.

The Electronic Tender Submission Form shall be submitted by the Tenderer or its authorised representative.

4. AMENDMENT

The Company may revise or amend any of the Drawings and Specifications and other Tender Documents prior to the Closing Date. Revisions and amendments, if any, shall be notified through the Spotless Electronic Tender System in the form of Supplementary Information.

5. COMPANY INFORMATION

All drawings, specifications and other information whether oral, printed or graphic contained in the Tender Documents or obtained by the Tenderer from the Company ("Information") are confidential to the Company and shall not be used by the Tenderer other than for the purpose of preparing and submitting a Tender.

The Tenderer shall not copy or reproduce any Information except when, and then only to the extent, reasonably necessary for the purpose of preparing and submitting a Tender.

Immediately upon receiving notice that the Tender has not been accepted, the Tenderer shall, if requested, immediately return all Tender Documents and other Information and all copies thereof to the Company.

The Tenderer agrees to ensure that any employee, agent or the Contractor to it, or any other person to whom it supplies the Information as permitted by this Clause will be bound by terms no less onerous than those contained in this Clause.

6. LANGUAGE

Tenders shall be submitted in the English language.

7. INFORMATION REQUIRED WITH TENDER

Tenderers are required to submit with the Tender all of the information and particulars requested in the Electronic Tender Submission Form and accompanying schedules.

8. REFERRALS

The Tender shall be submitted by the person, firm or Company to whom the Tender Invitation is addressed, unless the Company's prior written permission is obtained to refer the Invitation to Tender to another party.

9. LODGEMENT OF TENDERS

Tenders shall only be submitted on the Spotless Electronic Tender System. All questions in relation to any tender must be forwarded to Spotless via the messaging system of the Spotless Electronic Tender System only.

10. VALIDITY OF OFFER

Unless otherwise stated on the Electronic Tender Submission Form, the Tender and the offer it contains shall remain open for acceptance by the Company for a period of ninety (90) days from the Closing Date and thereafter until written notice has been received by the Company from the Tenderer that the Tender has been withdrawn.

11. REASONABLE PRICES AND RATES

Each item in the Form of Tender shall be reasonably priced and Tenders which, in the opinion of the Company, are manifestly unbalanced may be rejected without further consideration.

12. WITHDRAWAL

Tenders may be withdrawn at any time before the Tender Closing Date without prejudice to the Tenderers right to lodge another Tender.

Any further or other Tenders lodged shall never the less comply with these Conditions.

13. ACCEPTANCE AND REJECTION OF TENDER

The Company reserves the right without liability to:

- a. Accept or reject either in part or in whole any or all Tenders or to waive any irregularities contained therein; and.
- b. Accept or reject either in part or in whole any particular proposal submitted by any Tenderer through the Tender Price or Completion Date, or both, specified therein may not be as favourable as those contained in some other Tender
- c. Reject any Tender which does not comply with any requirements of or which contains provisions not required or provided for by these Conditions of Tendering, the SDP, the Specification or the Drawings or any other document forming part of the Tender Invitation.

The Company reserves the right without liability to award the contract to the Tenderer, which in the opinion of the Company offers the best value for money. Value for money will be determined solely by the Company and will take into consideration but is not bound or limited to:

- The Tenderers past performance in relation to compliance with any applicable Code of Practice for the building and construction industry or Australian Standards;
- Past contractual performance in relation to quality, timeliness and cost, and
- Current workload and financial and technical resources.

A Tender shall not have been accepted by the Company unless and until either -

- a. A Notice of Award has been delivered or sent to the Tenderer
- b. A subsequent work order for the value of the tender has been issued by Spotless to the tenderer.

14. TENDER EVALUATION

Tenders shall be evaluated by the Company and Tenderers may be required to attend Tender evaluation meetings.

- The Project may be awarded to a Tenderer or Tenderers who demonstrates the best overall value for money Tender.
- The tendered prices will be assessed together with compliance criteria and selection criteria to determine the most advantageous outcome to Spotless on behalf of the Client.
- Spotless on behalf of the Client has adopted a best value for money approach to this Tender. This means that, although price is considered, the Tender containing the lowest price will not necessarily be accepted, nor will the Tender ranked the highest on the selection criteria.

An automatic scoring system will be used as part of the assessment of the selection criteria; combined with a manual scoring system by the Evaluation panel in regards to the Pricing Submission.

In determining the most advantageous Tender, the online RFX tool will automatically score each Tenderer against the selection criteria and the Evaluation Panel will manually score against the pricing component/s of the tender. Each criterion will be weighted to indicate the relative degree of importance that Spotless places on the technical aspects of the requirements being procured.

Note: It is essential that Tenderers address each selection criterion. Information that you provide addressing each selection criterion will be point scored by the online RFX tool and the Evaluation Panel.

Failure to provide the specified information may result in elimination from the tender evaluation process or a low score.

15. CODE OF TENDERING

The Tenderer shall comply with the Australian Standard Code of Tendering, AS.4120 – 1994.

16. TENDERERS TO INFORM THEMSELVES

Tenderers shall be deemed to have:

- Examined the Electronic Tender Documents and any other information available in writing to Tenderers for the purpose of Tendering;
- Examined all further information relevant to the risks, contingencies, and other circumstances having an effect on their Tender which is obtainable by the making of reasonable enquiries; and
- Satisfied themselves as to the correctness and sufficiency of their Tenders including Tendered prices which shall be deemed to cover the cost of complying with all the conditions of Tender and of all matters and things necessary for the due and proper performance and completion of the work described therein.

23. SPOTLESS' RIGHTS

- (a) Spotless may at any time, in its absolute discretion:
- (i) prior to the Closing Date, change any part of the Tender Documents;
 - (ii) vary, amend, suspend or terminate the tender process or a Tenderer's participation in it, or the Tender Documents;
 - (iii) negotiate with any Tenderer, or any other person whether they submitted a Tender or not;
 - (iv) request any Tenderer to submit an improved or alternate Tender;

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(v) reject a Tender even if it complies with the Tender Documents.

(b) Spotless reserves the right to award to none, one or multiple Tenderers.

24. RELEASE

The Tenderer releases Spotless and Spotless' agents from any claim (including any claim by reason of any breach of the conditions of this tender, negligence, default or lack of care) the Tenderer has (or but for this provision would have had) against Spotless or its agents in relation to or in connection with:

- (a) the Tender Documents;
- (b) the evaluation of the Tenderer's Tender;
- (c) the tender process, including the variation, suspension or termination of the process or the exclusion, suspension or termination of the Tenderer from the process; or
- (d) the negotiation of a formal agreement.

25. COSTS AND EXPENSES

(a) Spotless and Spotless' agents are not liable for any costs, expenses or other compensation relating to this tender including any costs, expenses or other compensation in relation to the consideration of the tender by a Tenderer or any Tender whether or not the Tenderer is successful or whether or not Spotless terminates, varies, abandons or suspends the tender or takes any action available to Spotless.

(b) Tenderers are responsible, at their own expense, for all arrangements relating to the preparation, delivery and lodgement of a Tender and dealing with any issues that they may have to deal with arising out of the evaluation process, including attendance at any interviews, demonstrations, or providing any further information requested by Spotless.

(c) No person or entity (including a Tenderer) will be entitled to claim any compensation, loss, costs or damages from Spotless in respect of any liabilities, losses, damages or expenses, or an extension of time to submit a Tender, on the grounds that the information provided as part of this tender was unclear, inadequate or ambiguous.

26. APPLICABLE LAW

This tender is governed by the law in force in the State or Territory nominated in the Agreement that forms part of the Tender Documents and each party submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in that State or Territory.