A1 An offer is made on the basis that the Offeror has full knowledge of all matters relating to the Contract.

A2 The Principal is not bound by any oral advice or information given in respect of the offer but is bound only by written advice or information.

A3 The Principal shall not be bound to accept the lowest or any offer. The Principal may accept an offer which on a consideration of all the circumstances appears to be the best “value for money” in accordance with the Queensland Procurement Policy. The Principal may consider, accept or decline to accept any offer.

A4 An offer shall not be deemed to have been accepted until the date of notification in writing to the Offeror of such acceptance.

A5 The Offeror acknowledges and agrees that as a result of submitting an offer, it shall comply with the requirements of the Conditions of Working with QBuild – Suppliers of goods and, prior to delivering the Goods must, be a QBuild registered Supplier.

A6 Offerors may be required to comply with due diligence requirements; refer to Conditions of Working with QBuild – Suppliers of goods.

A7 The rights and obligations in relation to Right to Information and disclosure are as set out in the Conditions of Working with QBuild – Suppliers of goods.

A8 The law governing the offer documents and any subsequent contract, if applicable, is the law of Queensland and the parties submit to the non-exclusive jurisdiction of the Courts of Queensland.

A9 To submit offers:

The offer shall be complete in all details; fully priced and accompanied by any other documents required to be submitted; and

For hardcopy offers:

a) the offer shall be signed.
b) offers must be enclosed in an envelope, sealed and endorsed with the location and description of the work and reference number (if any) and lodged at the place named in the offer form, by the date and time given.
c) any offer not in the tender box before the specified closing time may be rejected at the discretion of the Principal. In exercising its discretion as to rejection of any offer, the Principal shall, amongst other factors, consider any evidence that the offer was sent by prepaid post or recognised carrier in time to be delivered, within the time stated, in the ordinary course of mail or delivery by the recognised carrier.

For facsimile offers:

a) the offer shall be signed.
b) offers must include the location and description of the work and reference number (if any) and faxed to the number named in the offer form, by the date and time given.
c) any offer not received before the specified closing time may be rejected at the discretion of the Principal.

For electronic offers:

a) the offer must be lodged electronically to the address stated in the offer form for electronic offers by the date and time given; and
b) an electronic offer shall be deemed to have been delivered at the time the electronic offer enters the Department of Housing and Public Works information system designated to receive the electronic communication. Any electronic offer that has not entered the designated information system before the specified closing time may be rejected at the discretion of the Principal.

A10 Without derogating from clause A3 and notwithstanding clause 6.6 of AS4120-1994, in considering or accepting any offer, the Principal may, without being under any obligation to do so, in its absolute discretion and at any time, seek clarification in respect of any aspect of an offer, shortlist or prefer any one or more offerors, and discuss or negotiate with or receive final offers from any one or more offerors, in such a manner and as to such aspects of the offer, as the Principal determines.

A11 The Offeror must comply with the Ethical Supplier Threshold and the Offeror must complete the Ethical Supplier Threshold questionnaire on the offer form. Any response indicating non-compliance with the Ethical Supplier Threshold criteria will result in the Offer not being considered as a conforming Offer.