



# Request Conditions

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## **Version:**

January 2025

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## RECITALS

- A. These Request Conditions apply to a Request issued using the Department of Finance's Template Redevelopment Project goods and services procurement templates.
- B. The Request Conditions describe the conditions applicable to the Request process, and the submission and evaluation of the Respondent's Offer.
- C. The version (month and year) of the Request Conditions is as stated on the front page of this document.

## 1. DEFINITIONS AND INTERPRETATION

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### 1.1 Definitions

In the Request and these Request Conditions, unless the context otherwise requires:

**Addendum** means any addendum issued by the Requesting Agency in relation to a Request Document.

**Business Day** means any day except a Saturday, Sunday or a public holiday in Perth, Western Australia.

**Closing Time** means the time and date specified in the RFO as the closing time for the submission of Offers.

**Contract** means a contract between the Requesting Agency and a successful Respondent (if any), or when used in the context of a contract formed under a Standing Offer, means a contract between an Eligible Customer and a Contractor (as those terms are defined in the Standing Offer Conditions).

**Contract Conditions** means the terms and conditions of contract specified in the approach to market document referred to in paragraph (a) of the definition of RFO.

**Department CEO** has the meaning given to that term in section 4(1) of the *Procurement Act 2020* (WA).

**Electronic Lodgement Platform** means:

- (a) the Western Australian Government's electronic tender lodgement platform known as Tenders WA and available at [www.tenders.wa.gov.au](http://www.tenders.wa.gov.au); or
- (b) the platform specified in the RFO.

**Financial Information** means any information of a financial nature or relating to entity structure nature including:

- (a) legal structure and ownership;
- (b) quarterly financial accounts for the current financial year signed by a director;
- (c) management accounts;

- (d) current year budgets and forecasts;
- (e) details of debt facilities, financial covenants and contingent liabilities;
- (f) details of any current or pending legal action;
- (g) details of directors and senior management;
- (h) a financial report or other document prepared and signed by an independent, qualified accountant; and
- (i) a credit rating report from a reputable, independent credit risk report provider.

**Offer** means the offer and, if relevant, an alternative proposal, submitted by the Respondent in response to the Request.

**Offer Information** means all information, other than the Offer, submitted by the Respondent in connection with the Request, including the information specified in condition 4.3 (*Clarifying Offers and Requesting Information*).

**Offer Validity Period** means the period of time specified as such in the Request for Offers, commencing from the Closing Time, and which may be extended in accordance with these Request Conditions.

**Offered Price** means:

- (a) the price specified in the Offer; or
- (b) the price determined by applying the formula or method specified in the Offer.

**Request** means the request issued by the Requesting Agency for the supply of deliverables, the details of which are contained in the Request Documents.

**Request Conditions** means this document.

**Request Documents** means the RFO and the Response Form.

**Requesting Agency** means the State Agency issuing the Request, as noted on the front page of the RFO.

**Respondent** means any person who submits an Offer.

**Response Form** means:

- (a) the response form document issued by the Requesting Agency in connection with the Request for completion by the Respondent;
- (b) any other document incorporated in the Response Form pursuant to the approach to market document referred to in paragraph (a) of the definition of RFO; and
- (c) any Addendum thereto.

**RFO / Request for Offers** means:

- (a) the approach to market document issued by the Requesting Agency in connection with the Request;

- (b) any other document incorporated in the RFO pursuant to the approach to market document referred to in paragraph (a) of this definition; and
- (c) any Addendum thereto.

**Standing Offer** means a standing offer arrangement between the Requesting Agency and the successful Respondent (if any).

**Standing Offer Conditions** means the terms and conditions specified in the approach to market document referred to in paragraph (a) of the definition of RFO (if applicable).

**State** means the State of Western Australia.

**State Agency** has the meaning given to that term in the *Procurement Act 2020* (WA).

## 1.2 Interpretation

In the Request and these Request Conditions, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) a reference to any thing is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them, but is not to be taken as implying that performance of part of an obligation constitutes performance of the whole;
- (c) a reference to a gender includes other genders;
- (d) a reference to a person includes:
  - (i) a natural person, a State Agency, a public body, a company and an incorporated or unincorporated association or body of persons;
  - (ii) a reference to the person's executors, administrators, successors, substitutes (including a person taking by novation) and permitted assigns;
- (e) a reference to a body, other than a party (including an institute, association or authority), whether statutory or not, which ceases to exist, or whose powers or functions are transferred to another body, is a reference to the body which replaces it or which substantially succeeds to its powers or functions;
- (f) if the Respondent consists of a more than one person, then:
  - (i) an obligation imposed on the Respondent binds each person who comprises the Respondent jointly and severally;
  - (ii) each person who comprises the Respondent is deemed to agree to do all things necessary to enable the obligations imposed on the Respondent to be undertaken; and
  - (iii) the act of one person who comprises the Respondent binds the other persons who comprise the Respondent;
- (g) an agreement, representation or warranty on the part of or in favour of two or more persons binds, or is for the benefit of them jointly and severally;

- (h) a reference to a document or another instrument includes all variations and replacements of them despite any change of, or any change in the identity of, the Requesting Agency or the Respondent;
- (i) a reference to:
  - (i) a condition is a reference to a condition in these Request Conditions;
  - (ii) a part, schedule or annexure is a reference to a part in, or schedule or annexure to, the approach to market document referred to in paragraph (a) of the definition of RFO;
  - (iii) a section (other than a section in legislation or a policy document), appendix or exhibit is a reference to a section in, or appendix or exhibit to, the response form document referred to in paragraph (a) of the definition of Response Form; and
  - (iv) a clause is a reference to a clause in the Standing Offer Conditions or the Contract Conditions (as applicable);
- (j) all the provisions in any annexure, appendix or schedule to the Request Documents are incorporated in, and form part of, the Request and bind the Requesting Agency and the Respondent, unless the Requesting Agency expressly states otherwise;
- (k) a document includes all schedules, annexures, appendices, attachments and exhibits (however described) to that document;
- (l) headings are included for convenience and do not affect interpretation;
- (m) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of it;
- (n) no rule of interpretation is to be applied to disadvantage the Requesting Agency on the basis that it was responsible for issuing the Request Documents and the Request Conditions;
- (o) if a word or phrase is defined, other grammatical forms of that word or phrase have a corresponding meaning;
- (p) if the word “including”, “includes”, “particularly”, “such as” or a similar expression is used, the words “without limitation” are taken to immediately follow;
- (q) a reference to writing includes any means of representing or reproducing words in visible form including by electronic means;
- (r) a reference to a liability includes all obligations to pay money and all other losses, costs and expenses of any kind;
- (s) a reference to a day is to a calendar day, a month is to a calendar month and a year is to a calendar year;
- (t) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated inclusive of that day;

- (u) if a date stipulated for payment or for doing an act is not a Business Day, the payment must be made, or the act must be done, on the next Business Day;
- (v) a reference to time means Australian Western Standard Time;
- (w) a reference to a monetary amount means that amount in Australian currency; and
- (x) a reference to a contractor means a contractor, sub-contractor, consultant or sub-consultant at any tier.

## 2. SUBMISSION OF OFFERS

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### 2.1 Tendering Services

All references to the Requesting Agency in condition 2 (*Submission of Offers*) shall be read as including the State Agency responsible for the Electronic Lodgement Platform and/or the State Agency nominated in the RFO to provide tendering services (as applicable).

### 2.2 Submit Complete Offer Before Closing Time

Any Offer which is:

- (a) not submitted before the Closing Time;
- (b) incomplete or otherwise not received in full by the Requesting Agency at the Closing Time; or
- (c) not submitted in accordance with other mandatory submission requirements specified in the RFO,

will be excluded from consideration, unless the Respondent can provide evidence of mishandling of the Offer by the Requesting Agency, which is, in the opinion of the Requesting Agency, conclusive.

### 2.3 By Hand or By Post Submission

If the Respondent submits the Offer by hand or by post, the Respondent:

- (a) must comply with the by hand or by post lodgement requirements specified in the RFO; and
- (b) agrees that:
  - (i) receipt of the Offer will be determined by the date and time shown on the receipt issued by the Requesting Agency; and
  - (ii) for the purposes of condition 2.2 (*Submit Complete Offer Before Closing Time*), mishandling will only have occurred where the Offer was received by the Requesting Agency before the Closing Time but the Offer was not transferred by the Requesting Agency to the tender box by the Closing Time.

## 2.4 Electronic Submission

- (a) If the Respondent submits the Offer electronically, the Respondent:
  - (i) must comply with the electronic lodgement requirements described in the RFO; and
  - (ii) agrees that:
    - (A) receipt of the Offer will be determined by the date and time shown on the receipt issued by the Electronic Lodgement Platform or, if no receipt is issued, the date and time which the Electronic Lodgement Platform system records indicate that the Offer was received;
    - (B) if any file uploaded as part of the Offer contains a virus, then, notwithstanding any disclaimer made by the Respondent in respect of viruses, the Respondent must pay to the Requesting Agency all costs incurred by the Requesting Agency arising from, or in connection with, the virus;
    - (C) electronic lodgement of the Offer may take time and the Respondent must make its own assessment of the time required for full transmission of its Offer;
    - (D) the Requesting Agency will not be responsible in any way for any loss, damage or corruption of the electronic copy of the Offer;
    - (E) if the Offer becomes corrupted, illegible or incomplete as a result of transmission, storage, encryption or decryption, the Requesting Agency may request the Respondent to provide another copy of the Offer either electronically or in hard copy or both; and
    - (F) for the purposes of condition 2.2 (*Submit Complete Offer Before Closing Time*), mishandling of the Offer will only have occurred where the Requesting Agency identifies an Electronic Lodgement Platform system error (for the avoidance of doubt, this excludes an internet outage affecting the Respondent or other technical issue, error or malfunction not within the Requesting Agency's hardware, software or communication infrastructure) as the cause of the late or incomplete submission.
- (b) If the Requesting Agency requests the provision of another copy of the Offer pursuant to condition 2.4(a)(ii)(E), the Respondent must provide:
  - (i) the copy of the Offer in the form or forms requested within the period specified by the Requesting Agency;
  - (ii) a statutory declaration (to be sworn by a natural person on behalf of the Respondent) that the copy is a true copy of the Offer which was electronically submitted by the Respondent and that no changes to the Offer have been made after the initial attempted electronic submission; and



- (iii) a copy of the Electronic Lodgement Platform receipt for the initial attempted electronic submission.

### **3. CANCELLATION AND VARIATION OF THE REQUEST**

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#### **3.1 Vary, Supplement or Supersede Request Documents**

- (a) The Requesting Agency reserves the right, at any time and from time to time, to vary, supplement, supersede or replace any Request Document or any part thereof.
- (b) The Request Documents may only be varied, supplemented, superseded or replaced by way of an Addendum.
- (c) No statement or representation made by the Requesting Agency varies, supplements, supersedes or replaces any Request Document, unless the statement or representation is confirmed by an Addendum.
- (d) The Respondent shall not have any right, claim or recourse (in negligence or howsoever) against the Requesting Agency whatsoever including for claims for any costs or expenses incurred up to and including the date that a Request Document or any part of a Request Document is varied, supplemented, superseded or replaced.

#### **3.2 Cancellation of the Request**

The Requesting Agency reserves the right, at any time and from time to time, to cancel the Request or any part thereof, in which case:

- (a) the Requesting Agency will contact Respondents or, prior to the Closing Time, potential Respondents or publish a notification electronically on or through the Electronic Lodgement Platform that an Addendum has been issued or the Request has been cancelled; and
- (b) the Respondent shall not have any right, claim or recourse (in negligence or howsoever) against the Requesting Agency whatsoever including for claims for any costs or expenses incurred up to and including the date that the Request or any part of the Request is cancelled.

#### **3.3 Addenda**

- (a) Each Addendum issued by the Requesting Agency shall be deemed to be incorporated in, and to form and be read as part of, the Request Document to which it relates.
- (b) The Respondent must prepare its Offer to take into account and reflect the content of each Addendum.

## 4. REQUESTING AGENCY'S RIGHTS

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### 4.1 Accepting or Rejecting Offers

- (a) The Requesting Agency is not obliged to accept the Offer containing the lowest Offered Price or any Offer.
- (b) The Requesting Agency may, without liability (in negligence or howsoever), reject any Offer or all Offers, in the Requesting Agency's absolute discretion, including if in the Requesting Agency's opinion:
  - (i) **(failure to comply with Request Conditions or Request Documents)** an Offer fails to comply with these Request Conditions or any of the requirements of the Request Documents;
  - (ii) **(false or misleading)** an Offer or Offer Information or both contains information or representations that are false, misleading or deceptive;
  - (iii) **(change of management or control)** anything occurs, the effect of which is to transfer, directly or indirectly, the management or control of the Respondent to another person, including in respect of a Respondent which is a body corporate, if there is a change in control of the Respondent within the meaning of the *Corporations Act 2001* (Cth);
  - (iv) **(change of consortium membership)** in respect of a Respondent which consists of a consortium, there is a change of membership of the consortium members;
  - (v) **(change of policy or other reason)** the Request should be cancelled for any reason, including due to changes of policy or for commercial reasons; or
  - (vi) **(reputation)** the reputation of the Requesting Agency or the State is, or is likely to be, damaged by any act or omission of the Respondent or any affiliate or related body corporate of the Respondent, or by the Requesting Agency or the State in dealing with the Respondent.

### 4.2 Information for Evaluation Purposes

In evaluating an Offer:

- (a) **(website content)** if the Respondent makes reference to or links to information on a website, the Requesting Agency will not take that information into account when evaluating the Offer unless the Respondent sets the information out in full in the Offer; and
- (b) **(other information and supplier performance)** the Requesting Agency may take into account any information in connection with the Offer or regarding the Respondent or any affiliate or related body corporate of the Respondent that the Requesting Agency has in its possession or receives from any other State Agency, the public domain, investigations or any other source, including information about the past or

current performance of the Respondent or an affiliate or related body corporate of the Respondent under any other contract, arrangement or dealing between the Respondent, an affiliate or related body corporate of the Respondent, and the State or any State Agency.

### 4.3 Clarifying Offers and Requesting Information

- (a) After the Closing Time, the Requesting Agency may request that the Respondent provide:
  - (i) additional information in relation to the content of the Offer for the sole purpose of clarifying the Offer;
  - (ii) Financial Information regarding the financial capacity of the Respondent;
  - (iii) additional documents or information as specified in the Request Documents; or
  - (iv) evidence to the satisfaction of the Requesting Agency to verify the validity of the Respondent's claim for any financial or other preference.
- (b) If the Requesting Agency makes a request for information under condition 4.3(a), the Respondent must comply with the requirements specified by the Requesting Agency, including:
  - (i) format requirements;
  - (ii) information currency and reference period requirements; and
  - (iii) submission requirements, including submission method and timeframe (if no timeframe is specified, the Respondent must submit the information within two Business Days of the request to provide the information).
- (c) If the Respondent is unable to provide satisfactory evidence to the Requesting Agency in accordance with condition 4.3(a)(iv), that component of the Offer may be considered invalid and the preference may not be applied to the Offer.
- (d) The Requesting Agency reserves the right to:
  - (i) vary, supplement or waive any requirement specified under condition 4.3(b);
  - (ii) conduct site visits of one or more Respondents as it deems appropriate;
  - (iii) hold interviews and workshops with one or more Respondents to discuss any matter arising out of the Request or the relevant Respondent's Offer;
  - (iv) request that one or more Respondents provide items including samples, arrange testing and/or give presentations; and
  - (v) provide additional information to one or more Respondents.
- (e) The Requesting Agency has no obligation to identify matters requiring clarification or to undertake any of the actions described in condition 4.3(d).
- (f) If the Requesting Agency identifies an error of form in the Respondent's Offer (where the error is clear, and the Requesting Agency considers it to be unintentional and not

critical to the comparative evaluation of Offers), the Requesting Agency may request the Respondent to correct or clarify the error, but will not permit any material alteration or addition to that Offer.

- (g) Any decision to make a request for a clarification, additional information, items, presentations, correction of an error or to exercise another right under this condition 4.3 is at the absolute discretion of the Requesting Agency.

#### **4.4 Discretion**

- (a) Whenever the consent, or exercise of another right, of the Requesting Agency is required under the Request or these Request Conditions, that consent or the exercise of another right may be given by or withheld by the Requesting Agency in the Requesting Agency's absolute discretion and may be given subject to such conditions as the Requesting Agency determines.
- (b) The Requesting Agency is not obliged to give reasons for the exercise of its discretion or the imposition of any condition.

## **5. SHORTLISTING AND PREFERRED RESPONDENT**

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### **5.1 Shortlisting**

- (a) The Requesting Agency may, but is not obliged to, short-list a number of Respondents.
- (b) Short-listing does not confer any rights on a Respondent and the Request Conditions continue to apply until the earlier of such time as a Standing Offer commences (if applicable), a Contract is awarded or the Request is terminated.

### **5.2 Selection of Preferred Respondent**

- (a) The Requesting Agency may select, but is not obliged to select, one or more Respondents as a preferred Respondent.
- (b) Selection as a preferred Respondent does not confer any rights on a Respondent and the Request Conditions continue to apply until the earlier of such time as a Standing Offer commences (if applicable), a Contract is awarded or the Request is terminated.
- (c) The Respondent agrees that, if it is selected as a preferred Respondent, then:
  - (i) its Offer will remain open for acceptance by the Requesting Agency at any time prior to the expiry of the Offer Validity Period;
  - (ii) the Requesting Agency may choose to negotiate any aspect of the Offer; and
  - (iii) the Requesting Agency may request that the Respondent provides a performance guarantee, a bank guarantee or other form of security on terms and conditions acceptable to the Requesting Agency.

- (d) At any time during the negotiations either the Requesting Agency or a preferred Respondent may terminate the negotiations for any reason, in which case the Requesting Agency may, without limiting its rights under these Request Conditions:
  - (i) accept the Respondent's original Offer;
  - (ii) select any other Respondent as a preferred Respondent and conduct negotiations in accordance with this condition 5.2; or
  - (iii) terminate the Request.
- (e) For the purposes of this condition 5.2, a sole Respondent to a Request is a preferred Respondent unless notified otherwise by the Requesting Agency.

## 6. OFFERS

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### 6.1 Respondent's Agreement

In submitting an Offer, the Respondent is deemed to have read and agreed to these Request Conditions and agrees and represents that:

- (a) **(information true and correct)** all information in its Offer and all Offer Information is true, complete and correct, and not misleading or deceptive, at the time of submission;
- (b) **(relies on own enquiries)** other than in respect of information provided by the Requesting Agency to the Respondent in writing, it relies entirely on its own enquiries in relation to all matters in respect of the Request Documents, the Request Conditions, the Standing Offer Conditions and the Contract Conditions;
- (c) **(understood Request etc.)** it has examined and understood the Request Documents, the Request Conditions, the Standing Offer Conditions, the Contract Conditions and any other information available to the Respondent in respect of those documents;
- (d) **(understood Addenda)** it will, prior to the Closing Time, log on to the Electronic Lodgement Platform to ensure that prior to submitting its Offer it has examined and understood each Addendum. By submitting its Offer, the Respondent will be deemed to have examined, understood and incorporated each Addendum into its Offer;
- (e) **(Government Policies)** it has examined and understood the Government policies and policy related requirements specified in the RFO;
- (f) **(made reasonable enquiries)** it has examined all information relevant to the risks, contingencies and other circumstances having an effect on its Offer which is obtainable by the making of reasonable enquiries, which enquiries the Respondent hereby warrants it has made;
- (g) **(does not rely on warranties)** other than information provided by the Requesting Agency to the Respondent in writing, it does not rely on any warranty or

representation of the Requesting Agency or any person actually or ostensibly acting on behalf of the Requesting Agency;

- (h) **(information on website or other platform)** information on a website or other platform referred to in an Offer does not form part of the Offer unless the information is set out in full in the Offer;
- (i) **(no information external to the Offer)** all information on which the Respondent wishes the Requesting Agency to rely and to form part its Offer is set out in full in the Offer;
- (j) **(no secret commission)** it has not paid or received, and will not pay or receive, any secret commission in respect of the Request;
- (k) **(no collusion)** it has not colluded, and will not collude, with any other person in respect of the Request or the Offer;
- (l) **(no inflation or deflation of Offered Price)** its Offered Price is not inflated or deflated to advantage another Respondent;
- (m) **(no anti-competitive or unethical behaviour)** it has not otherwise engaged in any anti-competitive, unlawful or unethical behaviour that has the potential to advantage or disadvantage itself, any other Respondent or the Requesting Agency;
- (n) **(no unlawful arrangement)** it has not entered, and will not enter, into any unlawful arrangement with any other person in respect of the Request or the Offer;
- (o) **(no improper influence)** it has not sought, and will not seek, to influence any decision in respect of the Request or the Offer by improper means;
- (p) **(own cost and expenses)** it will pay its own costs and expenses in connection with:
  - (i) the preparation and submission of its Offer; and
  - (ii) any enquiries or consideration of further information or discussions or negotiations with, or provision of further information to, the Requesting Agency, whether before or after the submission of its Offer,
 irrespective of whether its Offer is accepted or not; and
- (q) **(use of Request Documents)** the Request Documents, Request Conditions, Standing Offer Conditions and Contract Conditions, and any other document issued by the Requesting Agency in connection thereto (and all intellectual property rights therein) are the property of the Requesting Agency or licensed to the Requesting Agency, and the Respondent will not:
  - (i) divulge information contained in these documents except as necessary for the compilation of an Offer;
  - (ii) use information contained in these documents for any purpose other than the preparation and submission of an Offer; or

- (iii) use, reproduce and/or communicate these documents for any purpose other than to prepare and submit an Offer or as approved in writing by the Requesting Agency or its licensor.

## 6.2 Offer Validity and Withdrawal

- (a) The Respondent may withdraw its Offer at any time prior to acceptance of its Offer by notifying the Requesting Agency in writing.
- (b) Unless the Respondent withdraws its Offer under condition 6.2(a), the Respondent agrees that its Offer will remain open for acceptance by the Requesting Agency for the Offer Validity Period.
- (c) The Offer Validity Period may be extended or further extended by the Requesting Agency by advising each Respondent in writing at any time.

## 6.3 Alternative Proposals

The RFO will specify whether, and on what terms, alternative proposals may be considered by the Requesting Agency.

## 6.4 Use and Disclosure of Offer and Offer Information

- (a) The Respondent agrees and acknowledges that the Requesting Agency may:
  - (i) reproduce and communicate (as those terms are defined in the *Copyright Act 1968* (Cth)) and use the Offer and Offer Information; and
  - (ii) provide the Offer and any Offer Information to its officers, employees, agents and contractors and to any officer, employee or agent of the State, and any other State Agency and Eligible Customer,

for the purposes of considering the Offer and other purposes including any audits or investigations under the *Procurement Act 2020* (WA).
- (b) The Respondent agrees and acknowledges that its Offer and its Offer Information:
  - (i) are subject to the *Freedom of Information Act 1992* (WA); and
  - (ii) may be disclosed by the Requesting Agency or the State under a court order, upon request by a Minister, Parliament or any committee or subcommittee of Parliament or if otherwise required by law.
- (c) By submitting an Offer, the Respondent releases the Requesting Agency, State Agencies and the State and their officers, employees, agents and contractors from all liability whatsoever (including for negligence) for any loss, injury, damage, liability, costs or expense resulting from any and all disclosure, use, reproduction and communication of its Offer or its Offer Information or both under this condition 6.4.
- (d) The Respondent agrees and acknowledges that the powers and responsibilities of:
  - (i) the Auditor General for the State under the *Financial Management Act 2006* (WA) and the *Auditor General Act 2006* (WA); and



- (ii) the Department CEO under Part 6 and Part 7 of the *Procurement Act 2020* (WA), are not removed, diminished or otherwise affected in any way by these Request Conditions and the Request Documents.
- (e) Subject to this condition 6.4 and to the provisions of the *Auditor General Act 2006* (WA), *Financial Management Act 2006* (WA) and the *Procurement Act 2020* (WA), the Requesting Agency will not make public any part of the Offer or Offer Information that the Respondent expressly and reasonably nominates in its Offer as confidential. However, the Requesting Agency may require the Respondent to withdraw any claim to confidentiality in respect of any part of the Offer or any Offer Information as a condition of further consideration, or acceptance, of the Offer.

## **6.5 Joint and Several Liability**

If an Offer is submitted by a consortium of two or more persons either by way of joint venture, partnership or otherwise, the Offer is binding on those persons jointly and severally.

## **6.6 Assignment of Offer**

An Offer is not assignable or transferrable (including by way of novation) by the Respondent without the prior written consent of the Requesting Agency.

## **6.7 Property in the Offer and Offer Information**

- (a) An Offer and Offer Information are, upon submission, the property of the Requesting Agency and will not be returned to the Respondent.
- (b) Nothing in this condition 6.7 affects the Respondent's ownership of intellectual property rights in the Offer and Offer Information.

# **7. GENERAL**

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## **7.1 Authorised Officers and Representatives**

Any matter which may be done, or notice which may be given, by the Requesting Agency may be done, or given, by an authorised officer or nominated representative of the Requesting Agency.

## **7.2 Conflict of Interest**

- (a) The Respondent must, prior to any acceptance of its Offer by the Requesting Agency, disclose to the Requesting Agency any information that is or might be relevant to determining whether an actual, potential or perceived conflict of interest exists or might exist in relation to the Request or the Standing Offer (if formed) or performance of the Contract (if awarded) by the Respondent.



- (b) The Respondent must declare any relevant information under condition 7.2(a) immediately upon identifying or becoming aware of that information.
- (c) The Requesting Agency may, in its absolute discretion, accept or reject the Offer for any reason, including if the Requesting Agency considers that the Respondent has, or could reasonably be considered to have, an actual, potential or perceived conflict of interest in relation to the Request or the Standing Offer (if formed) or the Contract (if awarded).

### **7.3 No Bribe, Gift, Inducement or Offer of Employment**

- (a) The Respondent must not directly or indirectly offer a bribe, gift or inducement to any officer, employee or contractor of the Requesting Agency in connection with the Request.
- (b) The Respondent must not, without the prior written consent of the Requesting Agency, directly or indirectly approach or communicate with any officer, employee or contractor of the Requesting Agency having any connection or involvement with the Request, with respect to:
  - (i) an offer of employment; or
  - (ii) availability of employment,with the Respondent or any related entity.

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# TRP Request Conditions

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The document history is set out below.

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January 2025	2	Minor corrections to condition 5.1 and 6.1(q).

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