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Requirement such that the Respondents are able to submit a Quotation to CBH.

2. INSTRUCTIONS TO RESPONDENTS AND RFQ TERMS AND CONDITIONS

2.1. Definitions

For the purposes of an RFQ, unless otherwise noted, the following definitions apply:

- Agreement** Means any contractual agreement or Purchase Order that may result from the RFQ.
- Attachment** Is a document attachment to a RFQ which sets out the scope of work or Requirement.
- CBH** Means the group of shareholders and businesses that form the Co-operative Bulk Handling Limited Group of Companies.
- CBH Contact Person** Means the person nominated by CBH, as named in the RFQ as Contact Person, whom performs any of the representative's duties, powers or authorities in relation to the RFQ.
- Change Notice** Means any electronic change notices issued by the SAP system to inform the Respondent of any additional information, clarifications, corrections and amendments to the RFQ. Change Notices shall be deemed to form part of the RFQ.
- Date** Means the opening date and time in which the RFQ is opened.
- Deliv. Date** Means the delivery date for which the Respondent must deliver the Requirement to the address as specified by CBH.
- Information** Means any information issued to the Respondent by CBH that is related to the RFQ or the Requirement.
- Notices** Means any written notices or correspondence issued by CBH to inform the Respondent of any additional information, clarifications, corrections and amendments to the RFQ. Notices shall be deemed to form part of the RFQ.
- Preferred Respondent** Means the Respondent whose Quotation is nominated by CBH to be the most preferable. CBH is not obliged to enter into an Agreement with the Preferred Respondent, and may issue a conditional written Notice to the Preferred Respondent that informs the next steps and intentions of CBH.
- Purchase Order** Means an agreement between the Parties and consists of the Purchase Order Terms and Conditions and a Document titled 'Purchase Order' and includes all associated Change Orders that are issued by CBH to the Supplier that facilitates the supply of the Work and contains the Scope of Work and Specifications in relation to the Work.
- Purchase Order** Means the document that sets out the

1. INTRODUCTION

1.1. The Requirement

The Request for Quotation (**RFQ**) is prepared and invited by Co-operative Bulk Handling Limited (**CBH**) and the detail of the Requirement is described in the RFQ.

1.2. Purpose of the RFQ

The purpose of the RFQ is to provide to the selected Respondents all relevant information pursuant to the

Terms and Conditions	terms and conditions applicable to the Purchase Order and is available from https://www.cbh.com.au/our-business/suppliers-and-contractors/supplying-to-cbh/information-for-suppliers.aspx .
Quantity	Means the number of units required under the RFQ Requirement.
Quotation	Means a written offer submitted by the Respondent to CBH in response to the RFQ.
Quot. Deadl.	Means the quotation deadline for which the Respondent must submit their Quotation by.
RFQ	Means Request for Quotation.
RFQ Document	Means the document titled 'Request for Quotation'.
Requirement	Means the supply to be made by the Supplier to CBH in accordance with the RFQ.
Respondent	Means a supplier entity that submits or is invited to submit a Quotation in response to the RFQ.
SAP	Means the electronic procure to pay system used by CBH to facilitate the RFQ process.
RFQ Terms and Conditions	Means the terms and conditions in this document which shall govern the RFQ process.
Supplier	Means the Preferred Respondent that forms an Agreement with CBH for provision of the Requirement.
Site	Means the site(s) and any other CBH premises for which the Requirement as set out in this RFQ is to be performed.

2.2. Contractual Authority

Any Agreements arising from the RFQ shall be between CBH and the nominated supplier (**Respondent**) or suppliers as the case may be.

A CBH company shall be deemed to be a CBH related body corporate if the company has a direct or indirect interest of greater than 50% of the CBH company in question.

The following companies are wholly owned by the company:

Co-operative Bulk Handling Ltd:

ABN 29 256 604 947;

CBH Grain Pty Ltd:

ABN 39 089 394 883; and

CBH (WA) Pty Ltd 53 008 671 421.

A reference to CBH in the RFQ or Agreement resulting from the RFQ shall be construed as a reference to one or more CBH companies (as required by the circumstances), and the Agreement from the RFQ shall be construed as a separate Agreement with each CBH company.

A default by the Supplier of an Agreement resulting from the RFQ with a CBH company shall be deemed to be a default by the Supplier with respect to the Agreement with all CBH.

Subsequent to an Agreement between the Respondent and CBH arising from the RFQ, Purchase Orders may come from any CBH group company other than CBH. In such event, the Supplier shall supply in accordance with the terms and conditions of the Purchase Order.

2.2.1. Disclaimer

CBH including its subsidiaries and/or any associated company or organisation is not committed contractually, or in any other way, to the Respondents who respond to the RFQ.

The issue of the RFQ does not commit or otherwise oblige CBH to proceed with any Agreement, arrangement or understanding with a Respondent.

Every effort is made to ensure that the information contained in the RFQ is accurate. Information regarding spend, volumes or levels are believed to be accurate at the time of issue but are not to be construed as guarantees of future spend, volumes or levels.

2.2.2. Award

An Agreement and/or Purchase Order may be awarded from the outcomes of the RFQ on either of the following basis:

- a) Single supplier for the Requirement in its entirety;
- b) Panel of suppliers for the Requirement in its entirety or part thereof; or
- c) Separate suppliers for separate parts or subcategories of the Requirement.

2.3. CBH Contact Person and Correspondence

2.3.1. Acknowledgement of RFQ Conditions

By participating in the RFQ and/or submitting a Quotation, the Respondent is indicating their acceptance to be bound by conditions set out in this RFQ Terms and Conditions document.

2.3.2. Correspondence during the RFQ Period

The Respondent is to direct any queries and correspondence regarding the RFQ content or process to the CBH Contact Person, and acknowledges that:

- a) no other CBH employee, agent, consultant, contractor or advisor is to be contacted in relation to the RFQ unless directed to do so by the CBH Contact Person;
- b) CBH reserves the right to disqualify and reject Quotations that do not comply with this requirement; and
- c) all queries and questions should be submitted in writing to the CBH Contact either by post, facsimile or to the nominated email address.

CBH will uphold fairness and probity during the entire RFQ process. As such, all correspondence to the CBH Contact Person must be submitted in writing.

2.3.3. Amendments to RFQ documents

CBH may amend, correct or clarify the RFQ Requirement by issuing a SAP Change Notice and or other Notices to that effect to the Respondent.

Where CBH issues any addendums or additions to the RFQ documents, CBH will notify the Respondent of any such addendums and amendments.

2.3.4. RFQ cancellation

CBH reserves the right to cancel or withdraw all or part of this RFQ, including cancelling the Respondent's invitation to participate in this RFQ, at any time for any reason at its sole discretion. In such event CBH shall inform the Respondent.

2.3.5. Additional Market Activity

CBH reserves the right to conduct any number of additional rounds of market activity following this RFQ, whether that be in part of the Requirement or in full. In such event CBH shall inform the Respondent.

2.4. Accuracy of Information**2.4.1 Respondents to inform themselves**

CBH has taken all reasonable care to ensure that the RFQ is accurate, however CBH gives no representation or warranty as to the accuracy or sufficiency of information given to the Respondent either verbally or in writing by CBH by its employees, agents, consultants, contractors or advisors, and that all Respondents will receive the same information. The Respondent is required to inform themselves fully of all conditions, risks and other circumstances relating to the proposed Agreement prior to submitting a Quotation. Proposed prices shall be deemed to cover the cost of complying with all the conditions of the RFQ and of all things necessary for the due and proper performance and completion of the Requirement. CBH accepts no responsibility for the Respondent relying on the contents of the RFQ or any Information provided verbally or in writing by CBH.

2.4.2 Inconsistencies and omissions

The Respondent must promptly advise CBH in writing of any inconsistencies and omissions they discover in the RFQ.

2.5. Obligations for Confidentiality**2.5.1. Request for Quotation Confidentiality**

Without limiting the requirements of any Confidentiality Deed pursuant to the RFQ (if any), the RFQ and any other Information may not be used for any purpose other than the preparation of the Quotation and may not (without CBH's prior written consent), be disclosed or released to any other third party.

2.5.2. Public Announcements

Neither the Respondent nor CBH shall make any public announcements or disclosures regarding the RFQ, any Quotation or otherwise without prior written consent of the other party (except as required by any applicable law or regulation).

2.6. Lodgement of Quotations**2.6.1. Quotations**

Quotations may be for all or part of the Requirement and may be accepted by CBH either wholly or in part.

Respondents acknowledge that CBH may rely upon all statements made by the Respondent in their Quotation or in subsequent correspondence or negotiations with CBH or its representatives.

2.6.2. Quotation Lodgement and Requirements

The Respondent must submit their Quotation to CBH using the CBH-Sourcing@cbh.com.au /or eTenderComms@cbh.com.au /or as nominated on a RFQ request /or by the method requested in the RFQ by the Quotation Deadline.

- a) All Quotations must be prepared in English and contain the information requested in the RFQ.
- b) Quotations must be self-contained. No hyperlinked or other material may be incorporated by reference.
- c) In the event that the Respondent updates a previously submitted Quotation or submits multiple Quotations for the same portion of work with respect to the Requirement, CBH shall deem the last submitted Quotation as the valid Quotation that the Respondent wishes to submit.

2.6.3. Late Quotations

- a) The Respondent is responsible for submitting their Quotations prior to the RFQ Quotation Deadline. There will be no allowance made by CBH for any delays in transmission of the Quotation from the Respondent to CBH.
- b) Any late Quotation received by CBH by other means of transmission may be removed from further consideration at CBH's sole discretion.

2.6.4. Acceptance of Quotations

A Quotation will not be deemed to have been accepted by CBH, unless and until either:

- a) a written Notice has been issued to the Preferred Respondent, and CBH has received the signed returned Notice acknowledging the Preferred Respondent's agreement to the conditions (if any) of the Notice; and/or
 - b) CBH and the Preferred Respondent have both executed a written Agreement (if any) or CBH has issued a Purchase Order for the Requirement,
- whichever is the earlier.

CBH is under no obligation to accept the lowest priced Quotation or any Quotation and reserves the right to reject any Quotation which is incomplete, conditional or non-compliant with the RFQ documents and the Requirement.

2.6.5. Alternative Quotations

The Respondent may submit alternative Quotations if they feel it may offer CBH additional benefits whilst still complying with the Requirement. CBH reserves the right to accept or reject any proposed alternative either wholly or in part.

2.6.6. Validity of Quotations

Quotations submitted in response to the RFQ are to remain valid for a period of ninety (90) days from the RFQ Quotation Deadline.

2.6.7. Withdrawals

Quotations may be withdrawn at any time prior to the RFQ Quotation Deadline by written notice to that effect to the CBH Contact Person.

2.6.8. Costs of preparing Quotations

All costs relating to the preparation and submission of a Quotation are the sole responsibility of the Respondent. CBH shall not pay any Respondent, wholly or in part, for its Quotation.

2.6.9. Disposal of RFQ documents

The Respondent must permanently destroy all issued electronic copies of the RFQ documents, and any hard copies created by the Respondent, within seven (7) days of:

- a) notifying the CBH Contact Person of their intention not to participate in the RFQ; or
- b) being notified by the CBH Contact Person that their Quotation was unsuccessful.

2.7. Price

All rates and prices submitted to CBH by the Respondent as part of the Quotation must:

- a) be inclusive of all costs, insurances, taxes, fees, expenses, liabilities, obligations risk, overheads, statutory charges and other things necessary for the performance of the Requirement. Any charge not stated in the Quotation as being additional will not be allowed as a charge against any transaction under any resultant Agreement and/or Purchase Order;
- b) be exclusive of Australian Goods and Services Tax (GST); and
- c) be in Australian Dollars unless otherwise stated.

2.8. Deemed Compliance

The terms and conditions in this section 2 will apply to any information submitted in response to the RFQ. A submitted Quotation by the Respondent will be deemed to be acknowledgement and acceptance by the Respondent of all these terms and conditions.

Should the Respondent not agree with any of the terms and conditions they must provide a separate schedule detailing the clause departure, the proposed clause amendment and the reason for the requested departure.

2.9. Governing Law

The RFQ shall be construed according to and governed by Australian Federal and State law as appropriate. The Respondent agrees to submit to the non-exclusive jurisdiction of the Australian Federal and/or State courts in any dispute or difference of any kind, which may arise concerning the RFQ or any related Agreement or Purchase Order.

3. INFORMATION TO BE PROVIDED BY THE RESPONDENT

The SAP issued RFQ and this section 3 details the information that the Respondent if requested by CBH to provide as part of their Quotation and submitted information will be used in the evaluation of Quotations.

3.1 Sub-contractors

The Respondent is to provide details of any sub-contractors that it wishes to employ to perform all or part of the work pursuant to the Requirement.

The Respondent must provide documentation detailing the value of the work to be subcontracted and the capability of any nominated sub-contractor.

3.2 Acceptance of Terms and Conditions

Pursuant to section 2.8, the Respondent is required to acknowledge acceptance of CBH Purchase Order Terms and Conditions document which is available at <https://www.cbh.com.au/suppliers-and-contractors/supplying-to-cbh>.

3.3 Safety and Commercial Information

If requested by CBH please provide the following information to support your Quotation;

- a) Approach to safety, health and environmental objectives, and associated management systems;
- b) History and previous job performance, including details of reference clients;
- c) Details of current insurances; and
- d) Details of any manufacturing information and storage facilities if applicable.

3.1. RFQ Governance

This RFQ is issued subject to and governed by the following conditions:

- a) If a member of the Co-operative Bulk Handling Limited Group of Companies has issued a RFQ for the provision of the Requirement then the RFQ Terms and Conditions shall apply.
- b) In accordance with clause 2.3 of the RFQ Terms and Conditions, by participating in the RFQ and or submitting a Quotation, you have agreed to be bound by the applicable terms and conditions of this RFQ and any Change Notice issued pursuant to a change.
- c) A copy of the RFQ Terms and Conditions can be downloaded from <https://www.cbh.com.au/suppliers-and-contractors/supplying-to-cbh> website or obtained by contacting the CBH Contact Person as identified on the RFQ or by emailing: cbh-sourcing@cbh.com.au or the email address as nominated on the RFQ.

4. Request for Quotation Document Attachment

- 4.1. Refer to the attached Request for Quotation Document Attachment for the particulars, scope of work or specification of the quotation request.