

JEMENA TERMS AND CONDITIONS – Expression of Interest(EOI)

1. INTRODUCTION AND BACKGROUND INFORMATION

1.1 INTRODUCTION

Jemena is seeking expressions of interest from interested parties (**Respondents**) to provide Goods or Services to Jemena.

1.2 PURPOSE OF EOI AND SUBSEQUENT STAGES

This Expression of Interest (EOI) asks Respondents to consider how they could participate in providing the Goods or Services to Jemena.

Jemena will evaluate responses and determine what further stages (if any) maybe required for Jemena's acquisition of the Goods or Services. Further information or clarification may be requested from Respondents as part of the EOI evaluation process.

In Jemena's sole and absolute discretion a preferred provider, or preferred providers, may be determined from the EOI evaluation. Preferred provider(s) may ultimately become the contracted provider(s) based on either progression as a direct result of this EOI or following a subsequent Request for Tender (**RFT**) from a short list of preferred Respondents.

1.3 LODGEMENT OF RESPONSES

Responses lodged with Jemena may be varied by Respondents prior to the EOI closing date. All enquires are to be posted via the tender online forum on the Jemena eProcure portal:
<https://www.eprocure.com.au/jemena/>
Jemena may not respond to enquiries not made via the portal. Respondents should be aware that the last date for enquiries is the closing date of the EOI.

2. EOI INFORMATION

2.1 EVALUATION OF RESPONSES

Jemena will evaluate responses against the information requested in Schedules Detailed project plans and definitive financial costing is not expected at this stage. Respondents are asked to develop a proposed solution based on experience from similar projects or from existing expertise, and provide an overview of the solution only.

2.2 JEMENA'S RIGHTS

Jemena, in its sole and absolute discretion and without recourse to any Respondent or other third party, reserves the right to:

- (a) alter, amend, vary, suspend or discontinue this EOI;
- (b) procure the Goods or Services otherwise than through this EOI;

- (c) accept any EOI response even though that response may be less favourable to Jemena than another response;
- (d) waive any irregularity or non-conformance in a response (including the late submission of a response) and accept that response;
- (e) negotiate with any one or more Respondents while continuing with this EOI, without negotiating with other Respondents or advising other Respondents of those negotiations;
- (f) discontinue this EOI and proceed to negotiate with any one or more of the Respondents without developing a shortlist of Respondents;
- (g) not select a preferred provider or providers; and
- (h) not issue a RFT.

2.3 CONFIDENTIALITY OF INFORMATION

Respondents acknowledge and agree that all information contained in this EOI and in subsequent correspondence and discussions is strictly confidential. Respondents must ensure that EOI documents and other material and information provided by Jemena:

- (a) are stored securely;
- (b) are only used for the purposes of preparing a response; and
- (c) are not disclosed to any other third party for any purpose not connected with the preparation of a response without the prior written consent of Jemena.

2.4 PRIVACY

Jemena collects any Personal Information sought in this EOI for the purpose of determining a Respondent's suitability to provide the Goods Or Services. Only employees, agents, consultants and advisers of Jemena who are responsible for evaluating EOI responses will have access to Personal Information and may use the Personal Information to verify information provided by Respondents and to identify any adverse information not disclosed in a response or that may affect a Respondent's ability to meet its contractual obligations.

To this end, Jemena may also use the Personal Information to obtain further information about a Respondent and/or any named individuals from publicly available records. Jemena will not disclose Personal Information to any other third party without a Respondent's consent, unless authorised or required by law. Jemena may also obtain information regarding Respondent's credit history, officers and directors from third parties, including credit reporting bodies (as defined in the Privacy Act). It is the responsibility of Respondents to notify Jemena if their Personal Information requires updating.

For the purposes of this section, "Personal Information" means information or an opinion (including part of a database), whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained (that is, any information that can be used to identify a person, including their name, address, telephone number or date of birth).

2.5 OWNERSHIP OF RESPONSES

All responses become the property of Jemena once lodged. Jemena may copy, amend, extract or otherwise deal with all or any part of a response for the purpose of conducting the EOI process and related procurement processes.

2.6 RESPONDENT'S COSTS

Unless specifically stated in this EOI, Jemena will not be liable for any costs incurred by Respondents through participation in this EOI process.

2.7 NO BID RIGGING

Respondents must not engage in improper, anti-competitive or cartel conduct, including, without limitation, by entering into a contract, arrangement or understanding with competitors, which has the purpose of rigging bids in response to this EOI. In particular, Respondents must not agree with competitors that:

- (a) some competitors will not respond to this EOI;
- (b) Respondents will respond to this EOI on the basis that one particular response will be more likely to succeed;
- (c) Respondents and/or their competitors will not proceed with their responses until the conclusion of the EOI process; or
- (d) a material component of one or more responses will be responded to in a particular way, or
- (e) a price is artificially inflated to make another response appear commercially more attractive.