Conditions of Offer

For the Provision of an Offer to Provide Services
1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In these Conditions of Offer, unless the context otherwise requires, the following definitions will apply:

“Additional Provisions” means the departures from the Specifications and/or Conditions of Contract which have been agreed between QIMR Berghofer and Successful Supplier and included in Schedule C to the Conditions of Contract;

“Business Day” means between 9.00am and 4.00pm on a weekday other than a Saturday, Sunday or public holiday at QIMR Berghofer address;

“Closing Date” means the time and date specified in item 2 of Part 1 of the Invitation, by which Offers must be submitted by the Offeror and received by QIMR Berghofer;

“Conditions of Contract” means the terms and conditions, any additional terms and conditions as specified in Conditions of Contract Version 002 – dated 8 August 2013 and any additional Conditions of Contract as specified in Part 5 of the Invitation;

“Conditions of Offer” means these terms and conditions, any additional terms and conditions as specified in Parts 1 and 2 of the Invitation, which regulate the pre-contractual relationship between the Parties.

“Conflict of Interest” means having an interest (whether personal, financial or otherwise) which conflicts or may reasonably be perceived as conflicting with the ability of the Offeror to submit an Offer fairly and objectively;

Confidential Information means, in relation to QIMR Berghofer, information that is not trivial and:

a) is by its nature confidential;

b) is communicated by QIMR Berghofer to the Supplier as confidential;

c) the Supplier knows or ought to know is confidential; and/or

d) all information obtained by the Supplier in the course of submitting an Offer.

“Contact Officer” means the person nominated by QIMR Berghofer as specified in item 4 of Part 1 of the Invitation, to be the sole point of contact for this Invitation Process, or other person nominated from time to time by QIMR Berghofer as the Contact Officer;

“Contract” means a legally binding contract as agreed between QIMR Berghofer and the Successful Supplier on the terms and conditions of the documentation specified in clause 1.2.5 for the provision of the Services;

“Delivery Date” means the date on or by which the Services will be performed as specified in the Response form 6.4 – Item 5 of Schedule A of the Invitation, by the Successful Supplier to QIMR Berghofer;

“Delivery Period” means the period in which the Services will be performed as specified in Response form 6.4 – item 3 of Schedule A of the Invitation, by the Successful Supplier to QIMR Berghofer;

“Document” includes:

a) any paper or other material on which there is writing;

b) any paper or other material on which there are marks, figures, symbols or perforations having a meaning for persons qualified to interpret them; and/or

c) any article or material from which sounds, images or writings are capable of being reproduced with or without the aid of any other article or device, and includes electronic documents;

“Eligible Customer” means the Queensland Institute of Medical Research or other entity specified in item 1 of Part 1 of the Invitation, who may seek to procure the Services, on its own behalf.

“Evaluation Process and Criteria” means Part 4 of the Invitation which specifies the process and criteria by which QIMR Berghofer will evaluate Offers;

“Services” means the material, plant, item or equipment specified in the Specifications (if applicable);

“GST” means a Services and services tax imposed by or through the GST Legislation;

“GST Amount” means the amount of GST payable in respect of any taxable supply under the Contract, calculated at the rate of GST applicable at the time;
“GST Legislation” means A New Tax System (Services and Services Tax) Act 1999 and any related tax imposition Act (whether imposing tax as a duty of customs excise or otherwise) and includes any legislation which is enacted to validate, recapture or recoup the tax imposed by any of such Acts; related tax imposition Act (whether imposing tax as a duty of customs excise or otherwise) and includes any legislation which is enacted to validate, recapture or recoup the tax imposed by any of such Acts;

“Intellectual Property Rights” includes all copyright, trade mark, design, patents or other proprietary rights, or any rights to registration of such rights existing in Australia, or elsewhere or as protected by legislation from time to time, but excludes Moral Rights;

“Invitation to Offer” or “Invitation” means the documentation issued by QIMR Berghofer, as specified in clause 1.2.4, inviting offers for the provision of the Services;

“Invitation to Offer Details” means the details contained within Part 1 of the Invitation;

“Invitation Process” means the process of inviting Offers for the provision of the Services, the Offeror’s preparation and submission of Offer, communication between the Parties in relation to the Invitation and/or Offer, evaluation of Offers and the subsequent acceptance or rejection of Offers;

“Letter of Acceptance” means a letter from QIMR Berghofer to the Successful Supplier accepting the Offeror’s Offer;

“Moral Rights” means the right of integrity of authorship, the right of attribution of authorship and the right not to have authorship falsely attributed, more particularly as conferred by the Copyright Act 1968 (Cth), and rights of a similar nature anywhere in the world;

“Offer” means an offer submitted by an Offeror in response to the Invitation, including subsequent modifications;

“Offeror” means the entity specified in the Response Form 6.1 who submits an Offer and in the case of a joint Offer includes each Offeror;

“Order” means the document used to authorise and record the purchase of the Services by QIMR Berghofer to the Successful Supplier, which if issued forms part of the Contract;

“Parties” means Principal and Offeror;

“Price” means the itemised price or schedule of rates payable by an Eligible Customer for a Deliverable, as specified in the Response Form 6.2, in Australian dollars and unless otherwise specified in the Response Form 6.2 is inclusive of packaging, handling, freight GST and all other duties, taxes and charges;

“Principal” means the Queensland Institute of Medical Research or other entity specified in item 1 of Part 1 of the Invitation, seeking offers for the provision of Services, on its own behalf and/or behalf of any Eligible Customers;

“Response Form” means the forms contained within the Invitation which the Offeror must complete and submit as part of its Offer, which sets out certain required information and identifies the Offeror’s departure’s from the Invitation;

“Schedule” means the schedules which are part of the Contract;

“Services” means the services as specified in the Specifications (If applicable);

“Specification” means the detailed description of QIMR Berghofer requirements which are contained within the Invitation, specifying the nature of the Services for which Offers are sought;

“Successful Offer” means the entity to be specified in Response Form 6.4 – item 2 of Schedule A of the Invitation, from whom the Services may be procured.

### 1.2 Interpretation

#### 1.2.1

In these Conditions of Offer, the index and clause headings have been inserted for ease of reference only and are not intended to affect the meaning or interpretation of these Conditions of Offer.

#### 1.2.2

The following rules shall apply in interpreting these Conditions of Offer, except where the context makes it clear that a rule is not intended to apply:

a) words importing a gender include the other gender;
b) words in the singular include the plural and vice versa;
c) all dollar amounts refer to Australian Currency;
d) a reference to any legislation includes any subordinate legislation made under it and any legislation amending, consolidating or replacing it;
1.2.3 If the Offeror comprises two or more persons then their Offer will bind them jointly and each of them severally.

1.2.4 The Invitation comprises the following documents:

   a) invitation to Offer Details;
   b) conditions of Offer;
   c) specification;
   d) evaluation Process and Criteria;
   e) conditions of Contract; and
   f) response Forms.

1.2.5 The following documents will constitute the entire Contract between QIMR Berghofer and the Successful Supplier:

   a) letter of Acceptance and/or other form of document (e.g. Order) incorporating the terms and conditions of the Conditions of Contract including Schedule A, B and C as completed by QIMR Berghofer which are attached to the Letter of Acceptance and/or other form of document (e.g. Order);
   b) specifications;
   c) Successful Supplier’s Offer; and
   d) any other documentation forming part of the Contract, as agreed in writing between QIMR Berghofer and the Successful Supplier.

1.2.6 In the event of any conflict between the documents specified in clause 1.2.5, the order of precedence to resolve the conflict will be the above order. In the event of any inconsistency between the Letter of Acceptance and Schedules A, B and C, the letter of Acceptance will prevail to the extent of the inconsistency.

2. COMPLIANCE WITH THE INVITATION

2.1 Each Offeror must ensure that its Offer complies with the terms and conditions contained within this Invitation.

2.2 Each Offeror must respond to every requirement/question in the Response Forms and submit these as part of their Offer.
2.3 The Offeror must specify in the Response Form 6.3 any proposed Additional Provisions which will form part of its Offer.

2.4 Any proposed Additional Provisions which are not specified in the Response Form 6.3 will not form part of the Offer and will not be considered by QIMR Berghofer.

2.5 Despite clause 2.3 and 2.4, any proposed Additional Provisions which take away or reduce the entitlements that would otherwise be provided to QIMR Berghofer will not be considered by QIMR Berghofer.

3. OFFER VALIDITY PERIOD

3.1 Offers must remain valid and open:
   a) for the minimum period as specified in item 6 of Part 1 of the Invitation after the Closing Date, unless otherwise agreed in writing between QIMR Berghofer and the Offeror; or
   b) until QIMR Berghofer advises the Offeror in writing that it has been successful, whichever occurs first.

4. FORMAT OF OFFER

4.1 Each Offeror must ensure that:
   a) it completes the Response Form;
   b) its Offer bears the name of the Offeror on each page; and
   c) its Offer is executed in a manner so as to bind the Offeror (or, in the case of joint offers, each Offeror).

4.2 Where the Offeror is required to submit its Offer in a “hard copy” format, the Offeror must ensure that:
   a) the original Offer is signed and marked “Original”;
   b) all copies of the Offer are each marked “Copy Only”;
   c) all copies submitted are true copies of the original Offer in all respects. In the event that there is any discrepancy between an original and a copy Offer, the “Original” will be deemed to be the operative document; and
   d) any alteration in the Offer is initialled by the Offeror.

5. ESSENTIAL INFORMATION

5.1 Every Offeror must include in its Offer the following information in Response Form 6.1:

   a) in the case of an Offer by:
      i. an individual – the Offeror’s full name (including given names and surname) and address;
      ii. an individual or individual's as trustee/s – the full name of the individual/s (including given names and surname) and the address of each trustee of the trust;
      iii. any registered Business Name (BN) (if applicable);

   b) in the case of an Offer by a company:
      i. the full name of the company;
      ii. the address of the registered office of the company;
      iii. the Australian Company Number (ACN);
      iv. any registered Business Name (BN) (if applicable);
v. the name and company title of the person signing the Offer on behalf of the company; and
vi. whether or not the company is a trustee;

c) in the case of an Offer by a public sector agency:
i. the full name and address of the agency; and
ii. the name and title of the person signing the Offer on behalf of the agency;

d) where an Offer trades under a business name:
i. the full business name;
ii. address of every proprietor trading under the business name; and
iii. the address of QIMR Berghofer place of business;

e) in the case of joint Offers (including partnerships), the information detailed in paragraphs a) to e) for each Offeror;

f) if the Offeror proposes to sub-contract the provision of any part of the Services – the information detailed in paragraphs a) to e) for each sub-contractor together with full details of the sub-contractor’s relevant experience and expertise; and

g) subject to clause 5.2, the active Australian Business Number (ABN) of the Offeror/s (if applicable).

5.2 It is not a requirement under these Conditions of Offer that Offerors possess an Australian Business Number (ABN) at the time of submitting an offer. However, Offerors that do not quote an ABN when submitting an Offer will be required to:

   a) submit a ‘Statement by a supplier – Reason for not quoting an Australian Business Number (ABN) to an enterprise’ form to QIMR Berghofer with their Offer; or
   b) provide evidence of their ABN before any Contract can be entered into with an Eligible Customer.

5.3 Offerors should seek advice from the Australian Tax Office (www.ato.gov.au) as to their eligibility to sign the ‘Statement by a supplier – Reason for not quoting an Australian Business Number (ABN) to an enterprise’ form.

6. LANGUAGE

6.1 Each Offer must be written in the English language.

7. OFFERORS RESPONSIBILITIES

7.1 It is the responsibility of each Offeror to:

   a) read and familiarise itself with the contents of the Invitation;
   b) satisfy itself as to local conditions and facilities that may impact on the Offeror’s ability to Offer or to supply the Services or comply with other special requirements;
   c) carry out its own investigation as to the feasibility of its Offer and to rely on that investigation; and
   d) pay its own costs of investigating, preparing and lodging an Offer.
7.2 Any party expending money, making commitments or incurring liabilities on the basis of responding to this Invitation or in relation to any matter contained in the Invitation, does so at its own risk and expense.

7.3 If an Offeror requires information or clarification of any part of the Invitation and/or Invitation Process:

a) the Offeror must direct its enquiries to the Contact Officer nominated in item 4 of Part 1 of the Invitation;
b) the Offeror may only rely on the advice, information or clarification provided in writing by QIMR Berghofer;
c) if, after seeking clarification from the Contact Officer, the Offeror still has any doubt as to the meaning of any part of the Invitation, the Offeror must include in its Offer a statement identifying the uncertainty and stipulate the interpretation upon which the Offer is based; and

d) QIMR Berghofer will not respond to any request for information or clarification from the date specified in item 13 of Part 1 of the Invitation. If no date is specified in item 13 of Part 1 of the Invitation, then this date will default to the Closing Date.

7.4 An Offeror may not claim from QIMR Berghofer any losses, damages or expenses or an extension of time to make an Offer on the grounds that insufficient or ambiguous information was given in the Invitation.

7.5 QIMR Berghofer reserves the right to change the Specifications or any part of the Invitation prior to the Closing Date. If the Invitation has been obtained via the Queensland Government Marketplace e-Tender website, it is the responsibility of each Offeror to regularly check this website for any changes to the Invitation prior to the Closing Date. QIMR Berghofer accepts no responsibility for Offerors not being aware of any changes to the Invitation.

8. LODGEMENT OF OFFER

8.1 If specified in item 7 of Part 1 of the Invitation that an Offer must be submitted in a “hard copy” format, every Offer must be:

a) sealed in an appropriate package;
b) submitted in the format and number of copies specified;
c) endorsed on the front of the sealed package; and

d) directed to QIMR Berghofer at the specified address.

8.2 If specified in item 8 of Part 1 of the Invitation that an Offer must be submitted electronically via the Queensland Government Marketplace e-Tender website, the Offer:

a) must ensure that the Offer is lodged using the identification details and unique password for the Invitation, received when downloading the original Invitation document;
b) must ensure that the Offer is submitted in the format specified in item 8 of Part 1 of the Invitation;
c) may submit multiple attachments to the Offer/s to this website;

d) must keep the file size of each document below 10MB (10,000KB); and

e) must ensure prior to submitting an Offer that it is free from viruses and has been checked with an up-to-date virus checking program.

8.3 When the Offer document/s is processed a system generated receipt confirmation shall be emailed to the Offeror.

8.4 An Offeror may submit one or more Offers in response to this Invitation. Part Offers, being Offers that only address part of the Invitation, may not be considered at the entire discretion of QIMR Berghofer.

8.5 The Offeror must ensure that its Offer is received by QIMR Berghofer by the Closing Date as specified in item 2 of Part 1 of the Invitation.
8.6 Lodgement of an Offer in the manner specified in the Invitation will constitute an Offer by the Offeror to supply the Services on the terms of the Invitation subject to any proposed Additional Provisions specified in Response Form 6.3.

8.7 Unless otherwise specified in item 9 of Part 1 of the Invitation, Offers sent or transmitted to QIMR Berghofer by email and/or facsimile will **not** be considered.

8.8 Unless otherwise specified in item 10 of Part 1 of the Invitation, QIMR Berghofer will retain all documents and any samples (if applicable) submitted in response to the Invitation.

9. **NON–CONFORMING OFFERS**

9.1 Failure to comply with all or any of the requirements of the Invitation may result in an Offer being considered non-conforming. QIMR Berghofer may for any reason decline to consider any non-conforming Offers.

10. **ALTERNATIVE BRANDS**

10.1 Where any specific brand or model of Services is stated by QIMR Berghofer in the Specifications, the Offeror may submit other brands or models which, in the opinion of the Offeror are at least equivalent to the brand or model of Services specified. Pursuant to clause 24 QIMR Berghofer reserves the right to accept an Offer which QIMR Berghofer considers the best solution for its requirements.

10.2 QIMR Berghofer is not obliged to provide reasons for non-acceptance of any non-conforming Offer.

11. **ALTERNATIVE SERVICES**

11.1 Offerors may submit an:
   a) alternative offer; and/or
   b) alternative technical and innovation solution.

11.2 The Offeror must include details of the benefits to QIMR Berghofer of the alternative Offer and/or solution.

11.3 Pursuant to clause 24 QIMR Berghofer reserves the right to accept an Offer which QIMR Berghofer considers the best solution for its requirements.

12. **CONFIDENTIAL INFORMATION**

12.1 The Offeror or any potential Offeror (Including an entity which obtains the information in the Invitation but does not submit an Offer), must ensure that it and its officers, employees, agents and sub-contractors who are in possession of Confidential Information, keep that information confidential.

12.2 If requested by QIMR Berghofer, the Offeror or potential Offeror must complete a confidentiality undertaking, in a form acceptable to or provided by QIMR Berghofer, from itself and/or from each of its officers, employees, agents and sub-contractors who receive the information.

12.3 Clauses 12.1 to 12.1 do not apply to Confidential Information:
a) was already known by the Supplier without any prior obligation of confidentiality to QIMR Berghofer
b) has become public knowledge (other than through a breach of an obligation of confidence);
c) to the extent the Supplier is required by law to disclose it.

13. PREVIOUS DISCUSSIONS/UNDERTAKINGS

13.1 On the release of the Invitation, any previous undertakings, representations, promises or conditions in respect of the subject matter of the Invitation shall not be binding on QIMR Berghofer.

14. COMPLIANCE WITH LAWS AND OTHER REQUIREMENTS

14.1 All Services offered by the Offeror, unless otherwise specified, shall comply with all applicable:
   a) legislative requirements; and
   b) any Government code, policy or guideline and Australian/New Zealand Standard, and where an Australian/New Zealand Standard does not exist, the relevant and current International Standard (ISO) shall apply.

15. INSURANCES

15.1 In submitting its Offer, the Offeror must provide acceptable evidence of the following insurance policies which are to be maintained at the Offeror's expense:
   a) workers Compensation insurance in accordance with applicable legislation for the Offeror’s employees; and
   b) public Liability insurance to the value of at least the amount specified in the Response Form 6.4 – Item 20 of Schedule A in respect of each claim
   c) professional Indemnity insurance, if specified in the Response Form 6.4 – Item 21 of Schedule A, for the amount specified in Response Form 6.4 – Item 21 of Schedule A in respect of each claim, and, which shall be maintained by the Successful Supplier for a continuous period of four years after the expiry date of the Contract or termination of the Contract, unless otherwise specified in the Response Form 6.4 – Item 22 of Schedule A.

15.2 If, at the time of submitting its Offer, the Offeror does not have the requested insurance cover or the specified amount, the Offeror must indicate in its Offer its willingness to effect such insurances at its own expense and provide acceptable evidence before QIMR Berghofer can finalise its evaluation of the Offer.

15.3 If, at the time of submitting its Offer, the Offeror is a member of a scheme approved under the Professional Standards Act, the Offeror must notify QIMR Berghofer as required under that Act.

15.4 Subject to clause 15.5, the Offeror must provide in its Offer a certificate of currency or other evidence satisfactory to QIMR Berghofer, for each insurance policy. If the Offeror is not identified as the insured on the policy, the Offeror must clearly identify the relationship of the insured to the Offeror and how the Offeror is covered by the policy.

15.5 A letter certifying currency for the Workers Compensation policy is acceptable.

15.6 Renewal notices, invoices or account statements are not acceptable documentation, for the purpose of clauses 15.4 and/or 15.5.
16. FEES OFFERED

16.1 Fees specified in the Offer must:

a) be in Australian currency;
b) indicate GST exclusive and GST inclusive pricing and if applicable, any other government taxes or duty (e.g. import duty, etc);
c) include the cost of suitable packaging, delivery and installation, unless otherwise specified in the Invitation; and
d) if subject to fluctuation, include particulars of the price fluctuation formula and all variables, including the timing of the fluctuation.

16.2 The Offeror must ensure that the Offer clearly states any trade, settlement and/or early payment discounts from the Fees Offered.

16.3 QIMR Berghofer Reserves the right not to accept an Offer which requires payment in advance for the Services.

17. COMPETITIVE NEUTRALITY

17.1 Offers submitted by a government owned business, a local government, and or a Commonwealth, State or Territory agency or authority, must be priced to comply with the competitive neutrality principles of the Offeror’s respective jurisdiction.

18. DELIVERY DATE OR DELIVERY PERIOD

18.1 The Offeror must state in the Response Form – Item 7 of Schedule A, the Delivery Date or Delivery Period as applicable, for the Services.

19. OPENING OF OFFERS

19.1 Offers will not be opened publicly, unless otherwise specified in item 11 of Part 1 of the Invitation.

20. INVITATION TO OFFER PROCESS

20.1 The conduct of the Invitation Process does not give rise to any legal or equitable relationship.

20.2 QIMR Berghofer may cancel or vary the Invitation Process at any time, whether before, on or after the Closing Date for Offers.

20.3 No Offeror shall be entitled to claim compensation or loss from QIMR Berghofer for any matter arising out of the Invitation Process, including but not limited to any failure by QIMR Berghofer to comply with the Conditions of Offer.
21. EVALUATION

21.1 The offer evaluation process will involve an assessment of conforming Offers, and any non-conforming Offers QIMR Berghofer may choose to consider, against the Evaluation Process and Criteria.

21.2 QIMR Berghofer may consider innovative solutions to meet the Specification requirements.

21.3 QIMR Berghofer reserves the right to short list Offerors during the evaluation process using the evaluation criteria as specified in the Evaluation Process and Criteria.

21.4 Irrespective of whether it is stipulated in the Evaluation Process and Criteria, the evaluation process may also involve, but is not limited to, discussions with Offerors, reference checks, financial checks, credit checks, company searches, site visits and presentations from some or all Offerors.

21.5 If specified in the Specifications, an Offeror must submit for trial or inspection, within a specified time period nominated by QIMR Berghofer, a sample or the same make and model of Services specified in its Offer.

22. POST-OFFER NEGOTIATIONS OR OTHER FORM OF COMMUNICATION

22.1 QIMR Berghofer reserves the right to enter into post Offer negotiations with one or more Offerors.

22.2 QIMR Berghofer may interview an Offeror in relation to its Offer. The Offeror should be represented at the interview by personnel who are authorised to make decisions on behalf of the Offeror and who are conversant with all technical, financial and contractual details of the Offer, as applicable.

22.3 QIMR Berghofer may seek further information from the Offeror in writing (e.g. letter, email or facsimile). Any information provided by or on behalf of the Offeror verbally must promptly be confirmed in writing if so required by QIMR Berghofer.

22.4 Any amendment to the Offer occurring as a result of post-offer negotiations or as a result of a request for further information or clarification between the Parties, which is documented in writing, will form part of the Offer.

23. COMMISSIONS, INCENTIVES, COLLUSION AND CONFLICTS OF INTEREST

23.1 An Offeror and/or its representatives must not give or offer to QIMR Berghofer or any officer or employee of QIMR Berghofer, or to a parent, spouse, child or associate of an officer or employee, any inducement, gift or reward, which could in any way tend to influence QIMR Berghofer actions in relation to an Offer.

23.2 If QIMR Berghofer discovers at any time that an Offeror breached clause 23.1, QIMR Berghofer may not consider that Offer.

23.3 The Offeror warrants that the Offer is in all respect an independent Offer and that no collusion has taken place between the Offeror and any other Offeror, potential Offeror or interested party in the preparation of the whole or any part of the Offer.

23.4 The Offeror warrants that to the best of its knowledge, as at the date of the Offer neither the Offeror nor any of its officers or employees have, or are likely to have, any Conflict of Interest in any matters connected with the Invitation Process.

23.5 If a Conflict of Interest or risk of Conflict of Interest arises during the Invitation Process, the Offeror must immediately give written notice of the Conflict of Interest or the risk of it to the Contact Officer.
24. ACCEPTANCE AND/OR REJECTION

24.1 QIMR Berghofer reserves the right to:

a) accept one Offer, or more than one Offer, for the whole of its requirements;
b) accept separate Offers for any portion of its requirements;
c) accept one Offer, or more than one Offer, for any portion of its requirements;
d) accept an Offer that QIMR Berghofer considers the best solution;
e) not accept the lowest Offer; or
f) not accept any Offer.

25. SUCCESSFUL SUPPLIER

25.1 If QIMR Berghofer elects to accept an Offer QIMR Berghofer will issue a Letter of Acceptance and/or other form of document (e.g. Order) to the Successful Offer and upon its acknowledgement by the Successful Supplier a Contract will come into existence.

26. ADVICE TO UNSUCCESSFUL SUPPLIERS

26.1 Unsuccessful Suppliers will be notified in writing that they have been unsuccessful.

27. DECISION AND DEBRIEFING

27.1 All Offerors, whether successful or unsuccessful may seek feedback from the Contact Officer at the completion of the Invitation Process.

27.2 A feedback or debriefing session shall be an opportunity to provide a Successful or Unsuccessful Supplier with information that may assist the Offeror to improve any future offers submitted to QIMR Berghofer. The feedback or debriefing session is not an opportunity to discuss the outcome of the evaluation of Offers to this Invitation nor the relative merits of any other Offer submitted.

27.3 QIMR Berghofer will not enter into any correspondence, oral or written, about its selection decision(s).

28. NO ADVERTISEMENT

28.1 The Successful Supplier will not make any public announcement or advertisement in any medium in relation to the Invitation Process without prior written approval to QIMR Berghofer.

29. GOVERNING LAW

29.1 Subject to clause 20.1, any Offer submitted in response to the Invitation shall be governed by and construed in accordance with the laws of Queensland and the Parties submit to the non-exclusive jurisdiction of the courts of Queensland.