

Tender Terms and Conditions

1. Information to be submitted

The Supplier must complete and return the schedules and provide all the information being requested in the specification. This information must be submitted before the closing date and time (see above). Failure to comply with these conditions may lead to the submission not being considered.

Suppliers are required to submit full details of their required terms and conditions in relation to this service. Sportsbet will require sufficient time to review these terms and conditions and come back to suppliers with requests for changes if required. Suppliers are expected to work with Sportsbet without undue delay in negotiating an agreed position by both parties, should the tender submission be successful.

2. Alternative Offers of Tender

Suppliers must submit a conforming offer (tender) to be considered for this contract. Alternative offers may be considered only when a conforming offer is also submitted.

An alternative offer is to be submitted separately and will be treated as a separate offer and must include all relevant details, including setting out the difference between the conforming offer and the alternative offer and describing the benefits and disadvantages that will be delivered to Sportsbet Pty Ltd.

Preference may be given to services offered which most closely conform to the requirements specified.

Sportsbet Pty Ltd reserves the right to reject any non-conforming and/or alternative quotations.

3. Validity

Tenders shall remain valid for acceptance by Sportsbet for a minimum of 90 days from the closing date/time.

4. Timetable for the Request for Tender

Sportsbet Pty Ltd sets out below an indicative timeframe for this tender process:

Description	Indicative Date
RFT Document provided to Suppliers	
RFT Questions Deadline	
RFT Closing Date and Time	
Shortlisted Supplier Presentations	
Contract Award	

5. Late Submission Policy

Any emails received after the RFT closing dated a time will be deemed to be late. Late submissions may or may not be accepted by Sportsbet Pty Ltd.

6. Acceptance of Tender

Sportsbet Pty Ltd may accept any tender or part tender, without limitation.

All suppliers providing a tender submission will be provided with Sportsbet's final decision in writing at a later date.

The supplier, whose tender submission is accepted, will be awarded the contract for the period outlined in the Tender documentation unless an alternative is agreed between the parties. After both parties agree on the terms and conditions of the agreement, the contract will be signed.

7. Evaluation of submissions

Sportsbet Pty Ltd will evaluate all of the tender submissions in order to assess which supplier will be awarded the contract. In the course of this evaluation, Sportsbet Pty Ltd may request further information to assist them by way of clarity or otherwise.

Any supplier providing a tender submission authorises Sportsbet Pty Ltd to seek clarification, verify the information supplied and obtain additional information from third parties if required.

Sportsbet Pty Ltd reserves the right to inspect the reference sites of any projects that the supplier has been involved with. Dates and times of any such inspection, if required, will be at the discretion of Sportsbet Pty Ltd.

All valid tender submissions will be evaluated in accordance with the criteria set out below. The criteria are not exhaustive, not listed in any special order and will not necessarily be accorded equal weight.

These criteria may include, but are not limited to, the following:

<p>Compliance with Specification</p>	<p><i>Including but not limited to:</i></p> <ul style="list-style-type: none"> • Compliance with the submission requirements • Compliance, suitability and effectiveness of the Services being offered • Compliance with QA, OHS • Suitability of the terms and conditions of the tendered contract/ agreement
<p>Customer Focus</p>	<p><i>Including but not limited to:</i></p> <ul style="list-style-type: none"> • Value Added Services • Customer Satisfaction and /Service Initiatives
<p>Suppliers Performance</p>	<p><i>Including but not limited to:</i></p> <ul style="list-style-type: none"> • Expertise and experience • Responsiveness and Reliability of Services • Resources • Quality Management and Continuous Improvement
<p>Price</p>	<p><i>Including but not limited to:</i></p> <ul style="list-style-type: none"> • Overall Best Value • Discount Structures • Cost reduction initiatives

8. Language, Units of Measure and Monetary References

All submissions must be provided in English and use Australian legal units of measurement and currency.

9. Pricing

Any quotations provided with the tender submission must include the tendered amount for each & service listed in the specification, Part D. All prices must be inclusive of any associated customs duty and importation costs and indicate the GST amounts.

All pricing provided must be fixed for the initial term of the contract

Any further discounts being offered must be identified on the quotation so they are included as part of the evaluation. Where any minimum quantities apply, the applicable quantity/rate must be clearly shown in any quotation submitted.

The participating supplier may submit a price list of additional services that are not identified in the specification which it is prepared to offer however they are in accordance with the scope and nature of the proposed contract. Sportsbet Pty Ltd reserves the right to exclude or include any additional items in the contract should the supplier be successful in this RFT process.

10. Confidentiality

Sportsbet Pty Ltd may disclose to its affiliates, advisers and/or consultants (including but not limited to its lawyers and accountants) and to review and audit bodies or authorities any information given to it by a participating supplier in such manner as it thinks fit in the process of evaluating the submissions.

11. Conflict of Interest

If at any time prior to entering into an agreement/contract resulting from this RFT, and an actual or potential conflict of interest arises for a participating supplier, that supplier must immediately notify Sportsbet Pty Ltd. Sportsbet Pty Ltd may at its absolute discretion:

- a) enter into discussions to seek to resolve such conflict of interest; or
- b) take any other action as it considers appropriate to resolve or mitigate the conflict of interest.
- c) if the conflict cannot be mitigated or resolved, Sportsbet may declare the quotation provided as non-confirming and exclude it from the evaluation process.

12. Security, Probity and Financial Checks

Sportsbet Pty Ltd reserves the right to perform such security, probity and/or financial checks and procedures at its absolute discretion, as it deems necessary.

Sportsbet Pty Ltd also reserves the right to take into account in its evaluation of the submissions received, any matters revealed or to defer or cancel negotiations with a particular supplier as a result of its probity/security/financial investigations.

13. False and misleading claims

Sportsbet Pty Ltd reserves the right to reject at any time, any submission lodged by or on behalf of a supplier that is found to have made a material false or misleading claim or statement.

14. Responsibility for all associated costs

When a participating supplier chooses to submit a response to this RFT from Sportsbet Pty Ltd, it will be solely at their own risk, cost and expense. This also applies to any further requests for information made by Sportsbet Pty Ltd during its evaluation period.

15. Sportsbet's rights

Sportsbet reserves the right at any time and without limitation or liability to:

- a) Cease to proceed with any of the quotations received as a part of this RFT.
- b) Change the structure and timing of the RFT process
- c) Suspend the RFT
- d) Terminate any negotiations being conducted with any participating supplier for any reason
- e) Call for all new submissions
- f) Accept or reject any submissions after the closing time/date
- g) Consider, accept or reject any non-conforming submissions
- h) Select and award any supplier at its sole and unfettered discretion
- i) During any contract period negotiations, include new or additional product/service items, terms or supply conditions, including large volume purchases as required
- j) Publish the name of any successful participating Supplier

16. Applicable law

The law applying in the State or Territory in which the service is performed applies to this RFT. Each participating supplier must comply with all relevant laws in preparing and lodging its submission.

17. Changes to the Participating Supplier

Participating suppliers are required to advise Sportsbet Pty Ltd without delay of any substantial change in their financial capacity, including key resources and directors, or a change in ownership or legal status.

18. Supplier acknowledgement

In submitting a response to this RFT, the supplier is:

- a) deemed to have accepted these conditions which may be varied by notice from time to time;
- b) is not relying on any further information which will add to or amend this submission in anyway.

Tender Information

1. Introduction

Sportsbet Pty Limited ('Sportsbet') is the leading corporate bookmaker in Australia. We use state of the art technology and expertise to set markets, assess risks and provide our customers with the best quality service.

Sportsbet.com.au is part of the global Paddy Power Betfair Group with offices in Melbourne, Sydney, Darwin, London, Ireland, the Isle of Man and Italy. Recently the group established partnerships in Canada and France and is constantly seeking new territories. It is a dynamic and fast moving e-commerce business requiring the very best talent to propel the group forward into new markets, new products, and new technologies. Innovation has been and will continue to be in the future, key to the groups' success.

2. Invitation

Sportsbet Pty Ltd invites tenders from suitably experienced and qualified parties

3. RFT document

The request for tender document consists of the following parts:

- A. Information for the suppliers
- B. Conditions of tendering
- C. Conditions of contract
- D. Specification
- E. Returnable Schedules

4. Submission Requirements & Details

Suppliers are required to submit:

- All of the completed schedules listed in PART E.

5. Closing Date/Time

Request for Tender
will close at

Submissions must be emailed to the appropriate contact contained in the Tender documentation