

Warranty Against Collusion

1. By submitting a quotation, a supplier is regarded to have represented and warranted to the Government that in relation to the Invitation to Quotation:
 - (a) it has not communicated and will not communicate to any person other than the Government the amount of any price submitted in its quotation;
 - (b) it has not fixed and will not fix the amount of any price submitted in its quotation by arrangement with any person;
 - (c) it has not made and will not make any arrangement with any person as to whether it or that other person will or will not submit a quotation; and
 - (d) it has not otherwise colluded and will not otherwise collude with any person in any manner whatsoever in the quotation process.
2. In the event that a supplier is in breach of any of the representations and/or warranties in Clause 1 herein, the Government shall be entitled to, without compensation to any person or liability on the part of the Government:
 - (a) reject the supplier's quotation;
 - (b) if the Government has accepted the quotation, withdraw its acceptance of the quotation; and
 - (c) if the Government has entered into the contract with the supplier, terminate the contract.
3. By submitting a quotation, a supplier is regarded to have undertaken to indemnify and keep indemnified the Government against all losses, damages, costs or expenses arising out of or in relation to any breach of any of the representations and/or warranties in Clause 1 herein.
4. A breach by a supplier of any of the representations and/or warranties in Clause 1 herein may prejudice its future standing as a Government contractor or service provider.
5. Clause 1 herein shall have no application to supplier's communications in strict confidence with its own insurers or brokers to obtain an insurance quotation for computation of the prices quoted in its quotation, or with its professional advisers, consultants or sub-contractors to solicit their assistance in preparation of its quotation.
6. The rights of the Government under Clauses 2 to 4 herein are in addition to and without prejudice to any other rights or remedies available to it against the supplier.