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NSW Procurement – Contracting Services is a Business Unit of the NSW Department of Commerce

**NSW Procurement – Contracting Services invites this tender for and on behalf of the
NSW Government State Contracts Control Board**

Request for Tender: 0801934

**Endo-Surgical Instruments & Accessories
+ Single Use Staples**

Contract No. 3004

Period Contract: Three (3) Years Duration, plus Two (2) One-Year Extension Options

Expected Start Date: 1 August 2009

Tender Issue Date: Wednesday, 18th March 2009

Closing Date: Wednesday, 22nd April 2009

Closing Time: 9:30 am Sydney Time

Note: Industry Forum Details	
Date:	Friday 20 th March 2009
Time:	11am till 12Noon
Location:	Commissioner's Boardroom Level 9, McKell Building 2-24 Rawson Place Sydney NSW 2000
Contact:	Laura Coronel
Phone:	02 9372 7538
Email:	Laura.Coronel@commerce.nsw.gov.au

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For the purposes of this RFT, inquiries should be directed to the Contact Officer nominated in Part A of this RFT.

Other matters should be directed to:

Group General Manager
NSW Procurement – Contracting Services
NSW Department of Commerce
McKell Building
2-24 Rawson Place
Sydney NSW 2000
Tel: (02) 9372 7504
Fax: (02) 9372 7533

Endo-Surgical Instruments & Accessories + Single Use Staples

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REQUEST FOR TENDER - PART A – OVERVIEW

1 Outcome

This Request for Tender (“RFT”) is made by the State Contracts Control Board (the “Board”) for the supply of Deliverables to NSW Health and other Eligible Customers as these terms are defined in the Statement of Requirements of this RFT.

The Board is responsible for the delivery of the tender process, assisted by NSW Procurement – Contracting Services.

The key outcome of this RFT is to provide an innovative, purchasing and distribution framework (through the proposed Agreement) for the required Deliverables which meets the needs of the Eligible Customers.

The Deliverables are to be supplied to the NSW public health system and the Customers listed in Part D of this RFT.

2 Objectives

The objectives of the proposed Agreement in achieving the desired outcome, includes, but is not limited to the following:

- (a) Reduce the total cost of the Deliverables;
- (b) Provide Deliverables which are commercially competitive;
- (c) Best practice through continual review of delivery methods;
- (d) Effective management of risks;
- (e) Compliance with all applicable laws, standards, codes and policies;
- (f) To drive automation in procurement for greater efficiency and information management.

To achieve these objectives and the pertaining desired outcomes, the principal will also consider the merits of all the offers that are finally selected providing value in the following ways:

- (a) Multiple suppliers of goods;
- (b) Price book approach to pricing with additional discounts offered if applicable.
- (c) Provide volume discounts to encourage NSW Health to buy at the lowest price.

3 Required Benefits

The required benefits to be achieved in delivering the objectives of the proposed Agreement are:

- (a) Savings and efficiency gains;
- (b) Reduced costs to NSW Government by value-engineering its delivery methods;
- (c) Increasing the number of Eligible Customers which procure the Deliverables under the proposed Agreement;
- (d) Transparency of all transactions, including performance measurement, pricing and reporting;
- (e) Expanded utilisation of electronic procurement across NSW Government to drive efficiency and transparency through systems such as smartbuy®, e-Tendering, National Product Catalogue etc.

4 Scope of RFT

4.1 Deliverables

The purchasing and distribution of the following Deliverables are covered under the proposed Agreement:

Product Group 1 - Endo Surgical Equipment & Accessories + Single Use Staples:

Category 1: Non endoscopic Staplers, Reloads, Clips & Fasteners

Category 2: Endoscopic Staplers, Reloads, Clips & Fasteners

Category 3: Trocar and Cannula

Category 4: Endoscopic Instruments

Category 5: Accessories

Category 6: Additional Items, not listed in an above category that fits with the requirements of this RFT. (May include configuration of kits and/or Trocar kits).

Additional items related to the deliverables sought, may be tendered in the format required by Clause 3.1 (Price Schedule) Part C and Part C2 (Price Schedule).

NSW Health is seeking with this tendering exercise to maximise its contracting possibilities for contracting with appropriate suppliers for an entire range of products; the intention is, where possible, to contract across a whole product 'group' or 'range' or list of Endo Surgical Equipment & Accessories + Single Use Staples and relevant products.

A detailed description of the Deliverables is described in the Statement of Requirements (RFT, Part F).

Contractors must be proactive in marketing their Deliverables to Eligible Customers.

4.2 Contract and Duration

The proposed Agreement, which is in the form of a Deed of Agreement (RFT, Part D) will be between the Board and the successful tenderer(s).

It is envisaged that the term of the proposed Agreement will be of three (3) years, which may be extended for two (2), 12 month options at the discretion of the Board.

4.3 Current Scope and Expenditure

The current expenditure incurred by government agencies for the procurement of the Deliverables is approximately up to \$16 AUD million/year. This amount is provided for information only and does not constitute a guarantee for future work through the proposed Agreement.

4.4 Engagement of Additional Contractors

The Board reserves the right to appoint more than one contractor under the proposed Agreement.

The Board further reserves the right to issue a restricted RFT during the term of the Agreement to engage additional Contractors. Such RFTs will be restricted to those tenderers who have been awarded agreements for the supply of Deliverables for Categories covered by this RFT but not included in the Agreement. The tenderers will have to meet the same terms and conditions and will be subjected to the same evaluation criteria as for this RFT.

The Board reserves the right to an additional intake of New Generation Products being considered and accepted from successful Contractors regardless of the Category covered by those Contractors as long as the Deliverables meets the wider requirements of the proposed Endo Surgical Equipment & Accessories + Single Use Staples.

4.5 NSW Government requirements

The successful tenderer must comply with NSW Government codes, guidelines, and Standards listed in Schedule 1 of Part D.

5 RFT Structure

This RFT comprises 6 Parts as follows:

Overview – Part A

It is an executive summary of main outcomes, objectives, requirements and expectations for this Agreement as described in detail in the proposed Agreement and the Statement of Requirements. It provides the tenderer(s) with the essential information to make an informed decision on whether to tender or not.

Conditions of Tender – Part B

It provides the terms, conditions and processes governing the tender phase of the RFT.

Tender Response – Part C

These are response schedules which are required by the Board to evaluate the tenderers' offers.

Deed of Agreement - Part D

This is the conditions of contract to be executed between the successful tenderer/s and the Board.

Special Conditions – Part E - Not Used**Statement of Requirements – Part F**

A detailed description of the Deliverables to be provided by the successful tenderer/s including technical specification, service levels and performance framework. It will form part of the Agreement to be executed between the successful tenderer/s and the Board.

6 Best Price and Cost Structure

Tenderers are encouraged to provide their best price(s) with their tender. Whilst the Board reserves the right to negotiate pre award, such negotiations may not occur and it is not the Board's preference.

It is important that tenderers realise that they may not be short-listed for further consideration, if they do not provide their best price with their initial tender.

This RFT seeks transparency in the tenderer's Cost Structure in the Tender Schedules (RFT, Part C) and is required to be fully completed by tenderer/s to:

- Provide the Board with transparency of the tenderer's Cost Structure;
- Form the basis for future Price Variations, if applicable.

The tenderer's Cost Structure may be linked to the performance framework under the proposed Agreement.

Alternatively, the tenderer may select the Published Price List as the basis for future price variations. If the tenderer does select the Published Price List approach, the tenderer is not obliged to submit its Cost Structure. Any variations to the Published Price List will be capped at the percentage indicated by the Board.

The Board expects the successful tenderer(s) to reduce its pricing during the term of the proposed Agreement by:

- (a) Continually improving delivery processes to improve efficiency;

- (b) Providing lower prices and discounts for large/bulk purchases;
- (c) Passing on the benefit of rebates received from its own suppliers to Eligible Customers;
- (d) Other methods of savings identified during the term of the proposed Agreement;
- (e) Price matching as identified by customers;
- (f) Presenting and adopting NSW government, or any other, electronic procurement systems to reduce the cost of doing business with customers.

7 Not Used

8 Performance Framework

The Board is committed to engaging contractors who are able and willing to continually improve their performance during the term of the proposed Agreement.

The performance framework within the proposed Agreement provides both incentives for good performance and sanctions for poor performance.

Schedule 8 of Part D of the RFT describes the performance framework in detail and the measurement/targets of all performance indicators.

Typical incentives and sanctions that may be used by the Board include, but are not limited to:

- (a) Additional or reduced performance reporting requirements;
- (b) Temporary suspension of all or parts of a proposed Agreement for a period not exceeding 12 months;
- (c) Scope variation ie. inclusion of additional Products/reduction;
- (d) Extensions of the proposed Agreement (if available);
- (e) Non payment of price variations.

9 Customer Contract Formation

Eligible Customers will place orders against the proposed Agreement based on the contracted pricing and the Statement of Requirements. Each time an Eligible Customer places an order, a separate contract will be formed.

Eligible Customers will provide feedback to the Board on the performance of all Contractors.

10 Electronic Business

The use of electronic commerce is a mandatory requirement under this Agreement. Further details are included in the sample Agreement (RFT, Part D) and the Statement of Requirements (RFT, Part F).

The use of NSW Government electronic procurement systems (e.g. smartbuy®, NPC, e-Tendering, TenderMax) is a mandatory requirement under this Agreement. Tenderers are encouraged to present similar electronic solutions that can further support expanding adoption of electronic procurement by NSW government agencies and their suppliers.

With regards to e-business the following requirements must also be observed by successful tenderers:-

National Product Catalogue Requirements

The Board prefers to enter into an Agreement with a legal entity that will load, prior to the commencement of this contract, all product information and prices for products that will be supplied under this contract, onto the National Product Catalogue (NPC).

For more details please review the NPC Supplier User Guide available at:

http://www.gs1au.org/services/gs1net/industry/npc/user_guides.asp

NOTE: This preference supports the required internal-NSW Health system set-up that will enable access to and the raising of purchase orders for contract items within the NSW Health state procurement system.

Tenders from tenderers that are unable to satisfy the above preference may be considered at the Board's discretion. The tenderer will be required to submit a proposed timeline for loading contract product information and prices onto the NPC. This proposal may be subject to limited negotiations with the Board.

Endo-Surgical Instruments & Accessories + Single Use Staples

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PART B Conditions of Tender

1 Definitions

Unless the context indicates otherwise, the following terms, where used in Parts A-C of this RFT, shall have the meanings set out below.

“ABN” means an Australian Business Number as provided in GST law.

“Addendum” means an addition to this RFT made by the Board made before Closing Date and Time.

“Agreement” means an agreement made by a tenderer with the Board pursuant to the RFT under which there is an Agreement for the provision of goods and services on the order of any Customer for whom the Board has arranged the contract. The Agreement will be embodied in a Deed of Agreement between the Board and the Contractor in the form of Part D to this RFT.

“Alternative Tender”

A Non-Conforming Tender that is intended to offer a different method of meeting the object and intent of the requirement.

“Board”

The State Contracts Control Board established under the *Public Sector Employment and Management Act 2002* whose responsibilities include:

- (a) Inviting and accepting tenders;
- (b) Determining the conditions under which tenders are invited or accepted;
- (c) Entering into contracts on behalf of the Crown in right of the State of New South Wales; and
- (d) On-going contract administration and management, and includes the duly authorised delegates of the Board, including officers of NSW Procurement – Contracting Services.

“Category” means generic categories comprising of multiple Products and associated services.

“Closing Date and Closing Time” means the Closing Date and Time for receipt of tenders specified in the cover sheet of this RFT.

“Code” means the NSW Government Code of Practice for Procurement as amended from time to time, together with any other codes of practice relating to procurement, including any amendments to such codes that may be applicable to the particular RFT. The Code can be viewed and downloaded from: http://www.treasury.nsw.gov.au/procurement/pdf/code_of_prac-curr.pdf

“Conforming Tender” means a tender that conforms in all material aspects to:

- (a) the Statement of Requirements;
- (b) the terms and conditions of Part D;
- (c) other parts of this RFT; and
- (d) is in the prescribed form.

“Contractor” means a tenderer who has entered into an Agreement with the Board.

“Cost Structure” means the individual tenderer's cost breakdown in accordance with the number of product categories specified in Part C (details of its labour costs, region of sourcing and cost of production in the identified region, cost of key inputs, shipping costs, fuel, margins and other relevant information) for specified Categories and/or Products which will be used when the Contractor seeks a price variation or upon

notification made by the Board to vary the Price). Such breakdown must equate to 100% of the tenderer's cost for the supply of the Deliverables.

“Customer Contract” means the contract that is made between the Contractor and an Eligible Customer, by means of the placing of an order by the Eligible Customer with the Contractor.

“Deed” means a form in which a contract can be recorded which requires execution under the parties' seal.

“Deliverables” means the goods or services sought under this RFT, as detailed in the Statement of Requirements of Part F of this RFT.

“Eligible Customer” means

- (a) An entity listed in Schedule 1 to the *Public Sector Employment and Management Act 2002* as amended from time to time;
- (b) A public body as defined by clause 18(4) of the *Public Sector Management (Goods and Services) Regulation 2000* being:
 - (i) a government trading enterprise (including a State owned corporation),
 - (ii) a public or private hospital (including an area health service),
 - (iii) a local government agency,
 - (iv) a charity or other community non-profit organisation,
 - (v) a public or private school or a college or university,
 - (vi) a public authority of this State, the Commonwealth or any other State or Territory,
 - (vii) a contractor to a public authority (but only in respect of things done as such a contractor),
 - (viii) a Nominee Purchaser provided that it satisfies the requirements of clause 3.6 of Part D (Agreement), and
 - (ix) such other persons or entities, which the Board may from time to time in its discretion, determine through a customer registration process.

“GST” means a goods and services tax and has the same meaning as in the GST Law.

“GST Law” means any law imposing a GST and includes *A New Tax System (Goods & Services Tax) Act 1999* (C'th) or if that Act does not exist, means any Act imposing, or relating, to a GST and any regulation made under those Acts.

“GST Free Supplies” and **“Input Taxed Supplies”** have the same meaning as in the GST Law.

“National Product Catalogue” (NPC) means a repository of product, pricing and other data for the healthcare industry for the purpose of data synchronisation and is the single source of product master data for public health institutions in Australia seeking to purchase medicines, medical devices and other healthcare items.

“New Generation Product” means the development of innovative products or the adaptation of known products either singly or in combination to produce new products that have improved functionality and the potential for improved health care outcomes.

“Nominee Purchaser” means a contractor to an Eligible Customer, nominated by the Eligible Customer to be authorised to place orders under Agreements and registered by NSW Procurement – Contracting Services.

“Non-Conforming Tender” means a tender that does not conform in all material aspects to:

- (a) the Statement of Requirements;
 - (b) the terms and conditions of Part D;
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- (c) other Parts of this RFT;
 - (d) is not in the prescribed form.

“NSW Procurement - Contracting Services” A business unit of the NSW Department of Commerce representing the Board and authorised to arrange and administer contracts on behalf of the Board.

“Product” means an individual line item within a generic Category of products inclusive of the associated services for its supply and delivery.

“Published List Price” means the recommended or wholesale price list that the vendor sells each product/ item for.

“smartbuy®TRADE” means an entry level product for organisations new to eProcurement. It delivers a single source, easy to use, electronic product and service ordering system.

“smartbuy® CONNECT” means the electronic document exchange providing the security, connectivity, transformation, and trading partner management services.

“Statement of Requirements” means the detailed description of the goods and services contained in Part F.

“State Contracts Control Board” is the Board.

“Supporting Items” means any product samples, models and other related items supplied by the tenderer in support of its tender, (but excludes printed matter).

“Health Support Services (HSS)” means the unit of the Health Administration Corporation Public Health System Support Division named as such and established under s126B Health Administration Act (1982).

2 Tender Preparation

2.1 Tenderer to inform itself.

2.1.1 Before submitting its tender, a tenderer must: Examine all information relevant to the risks and contingencies and other circumstances having an effect on its Tender; and

2.1.2 Satisfy itself:

- (a) that the tender, including the tender price is correct; and
- (b) that it is financially and practically viable for it to enter into and perform the proposed Agreement.

2.2 Assumptions made by Tenderer

Where a tenderer has made assumptions in preparing its tender, such assumptions must be set out in a supporting statement and submitted with the tender.

2.3 Information Supplied in Part F

The information contained in Part F has been provided with due care for the tenderer's guidance, but is not guaranteed as being completely accurate. The Board shall not be held liable for any errors or omissions contained in Part F.

3 Eligibility to Tender

3.1 Legal Entity of Tenderer

3.1.1 Tenders must be submitted by a legal entity or, if a joint tender, by legal entities, with the capacity to contract. The Board will only enter into an Agreement with such legal entity or entities.

3.1.2 The Board may ask a tenderer to provide evidence of its legal status or capacity to contract. If tenders from entities propose to contract in their capacity as trustees, such evidence may include copies of the relevant trust deeds. Any evidence requested is to be provided within 3 working days of the request.

3.2 Financial Capability of Tenderer

- 3.2.1 The Board reserves the right to reject any tender if the Board judges the tenderer not to have appropriate financial capability.
- 3.2.2 Where the Board forms the view that the tenderer does not have the appropriate financial capability, the Board reserves the right to make acceptance of any tender conditional upon the tenderer entering into a bank, parent company or personal guarantee, or an unconditional performance bond in a form satisfactory to the Board.

3.3 ABN Requirements

- 3.3.1 The Board will not enter into an Agreement with a company that does not have an Australian Business Number and is not registered for GST. Normally, tenderers must be registered for GST and state their ABN in their tender.
- 3.3.2 Tenders from tenderers that do not have an ABN and/or are not registered for GST, such as tenderers commencing business in Australia, may be considered at the Board's discretion if the tenderer demonstrates that it will obtain an ABN and GST registration before entering into an Agreement with the Board. Such tenderers must state how and when they intend to obtain an ABN and register for GST in their tender response.

3.4 National Product Catalogue Requirements

- 3.4.1 The Board prefers to enter into an Agreement with a legal entity that will load, prior to the commencement of this contract, all product information and prices for products that will be supplied under this contract, onto the National Product Catalogue (NPC).
- 3.4.2 For more details please review the NPC Supplier User Guide available at: http://www.gs1au.org/services/gs1net/industry/npc/user_guides.asp
- 3.4.3 NOTE: This preference supports the required internal-NSW Health system set-up that will enable access to and the raising of purchase orders for contract items within the NSW Health state procurement system.
- 3.4.4 Tenders from tenderers that are unable to satisfy the above preference may be considered at the Board's discretion. The tenderer will be required to submit a proposed timeline for loading contract product information and prices onto the NPC. This proposal may be subject to limited negotiations with the Board.

4 Tender Process

4.1 Not Used

4.2 Tenderer Briefing

- 4.2.1 A tenderer briefing will be held on the date, time, and place, indicated below. The contact officer/s of NSW Procurement will be available at that time to answer any queries regarding this RFT and the tender process generally. Names of persons attending the tenderer briefing must be provided to the Contact Officer prior to the briefing date. No more than 3 persons from each tenderer will be permitted to attend the tenderer briefing.

Location: Commissioner's Boardroom Level 9,
McKell Building
2-24 Rawson Place
Sydney NSW 2000

Date: Friday 20th March 2009

Time: 11am – 12Noon

4.3 **Contact Officer**

4.3.1 Tenderers should refer requests for information or advice regarding this RFT to:

Laura Coronel

NSW Procurement

Client Support Centre

Phone: 1800 NSW BUY (679 289)

Email: nswbuy@commerce.nsw.gov.au

4.3.2 Any information given to a tenderer to clarify any aspect of this RFT will also be given to all other tenderers if in the Board's opinion the information would unfairly favour the inquiring tenderer over other tenderers.

4.4 **Pre-Tender Access to Prospective Nominee Purchasers**

4.4.1 A tenderer who wishes to become a Nominee Purchaser to an Eligible Customer under any existing NSW State Contracts Control Board Agreement, must apply to that Eligible Customer to be granted temporary viewing access to view the relevant Board Agreements on smartbuy®. The procedure is described in the link below. The purpose of such pre tender access is to enable tenderers who wish to do so, to price the products and services at Board rates and confer any benefit in their tender to the Eligible Customer. The information must not be used for any other purpose.

4.4.2 A tenderer seeking pre tender access must complete the Pre-Tender Access Application Form indicated through the link below. The Eligible Customer will determine, in its sole discretion, whether the tenderer's application will be recommended. In the exercise of this discretion, the Eligible Customer will ensure that decisions made are applied consistently to all applicants. Recommended applications will be submitted by the Eligible Customer to NSWP – Contracting Services for approval.

4.4.3 If the tenderer is successful in its tender, it must apply to become a Nominee Purchaser. <http://www.contractservices.nswp.commerce.nsw.gov.au/Publications/Forms.htm#nominee>

4.5 **Conformity of Tenders**

4.5.1 The Board seeks Conforming Tenders.

4.5.2 Non-Conforming Tenders may be excluded from the tender process without further consideration at the Board's discretion.

4.6 **Alternative Tenders**

4.6.1 Tenderers may, if they choose, submit an Alternative Tender. Alternative Tenders will only be considered if submitted in conjunction with a Conforming Tender. An Alternative Tender must be clearly marked "Alternative Tender".

4.7 **Submission of Tenders**

4.7.1 Prices, responses and other information provided in the tender are to be in writing and in English.

4.7.2 Tenderers must complete all of Part C of this RFT, as directed and must not amend any of the questions provided.

4.7.3 Tenderers should notify the Contact Officer in writing on or before the Closing Date and Time if they find any discrepancy, error or omission in this RFT.

4.7.4 All tenders must be provided in an electronic format. Tenderers must ensure that all files can be viewed by Microsoft Word 2003 and / or Microsoft Excel 2003. Other

formats for the attachments are only to be submitted if an arrangement has first been made with the Contact Officer prior to the lodgement of the tender response.

4.7.5 When submitting an electronic tender with Supporting Items:

- (a) The complete tender, including the Supporting Items must be submitted by Closing Date and Closing Time, and
- (b) Supporting Items provided by the tenderer in support of its tender but excluding printed material, should be clearly designated as Supporting Items to the RFT to which they relate and be forwarded to the Contact Officer indicated in clause 4.3 of this RFT in a sealed envelope.

4.7.6 Tenderers must ensure that all excel or word attachments can be opened and viewed by Microsoft Excel 2003 or Microsoft Word 2003. Other formats for the attachments are only to be submitted if an arrangement has first been made with the Contact Officer prior to lodgment of the tender.

4.7.7 It is recommended that electronic files be kept as small as practical and the lodgement files below an optimum size of 7 MB, as the limitations of the internet and communications may affect the successful transmittal and receipt of large files.

4.7.8 Tenderers must not tender items that are already the subject of existing Contracts (except Contract 3004: Endo-surgical Instruments & Accessories + Single Use Staples). Any items tendered that are already covered by such contracts are not capable of acceptance in this contract.

4.7.9 Tenderers must not tender Products in more than one Category of this RFT. All Products must be tendered in the Category best compliant with the Statement of Requirements (Part F).

4.8 **Tender Lodgement**

Tenders must be fully received by the Closing Date and Closing Time.

A Tender must be lodged and submitted electronically for this RFT via the NSW Department of Commerce tenders website at: <https://tenders.nsw.gov.au/commerce> (Login in as a system user, locate the web page for this RFT, and follow the on screen instructions to lodge the tender).

The lodgement can only be made by a registered system user of the NSW Government eTendering system.

4.9 **Electronic Tenders to the NSW Department of Commerce eTendering website**

4.9.1 A tender submitted electronically will be treated in accordance with the *Electronic Transactions Act 2000* (NSW), and given no lesser level of confidentiality, probity and attention than tenders lodged by other means.

4.9.2 A tenderer, by electronically lodging a tender, is taken to have accepted conditions shown in the Conditions and rules on the NSW Department of Commerce tenders website at <https://tenders.nsw.gov.au/commerce>.

4.9.3 A tenderer must follow the following directions:

- (a) A RFT for which electronic lodgement is available through the website can be identified by the blue "Lodge a Response" link on the web pages for the RFT.
 - (b) To lodge a tender electronically, the files containing the tenderer's response must be up-loaded through the website to the NSW Government eTendering system. Access to the up-loading process is through the blue "Lodge a Response" link, then following the steps and instructions on the NSW Department of Commerce tenders website and any instructions which may have been supplied with the RFT documents, advertisement or invitation.
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- 4.9.4 A tenderer must observe the following format for lodgements:
- (a) An electronically lodged tender must be lodged in a file format required by the RFT.
 - (b) If a tenderer compresses files, it must be possible to decompress them using WinZip. A tenderer must not submit self-extracting (*.exe) zip files.
 - (c) A tenderer must not change pre-existing text in the RFT other than to insert the required information.
 - (d) The file/s name/s must have an extension and not have invalid characters or file names/loading pathnames too long for the system, as detailed on the NSW Department of Commerce tenders website.
- 4.9.5 Signatures are not required for an electronic tender. A tenderer must ensure that a tender response is authorised by the person or persons who may do so on behalf of the tenderer and appropriately identify the person and indicate the person's approval of the information communicated.
- 4.9.6 Electronically submitted tenders may be made corrupt or incomplete, for example by computer viruses. The Board may decline to consider for acceptance a tender that cannot be effectively evaluated because it is incomplete or corrupt. Tenderers must note that:
- (a) To reduce the likelihood of viruses, a tenderer must not include any macros, applets, or executable code or files in a tender response.
 - (b) A tenderer should ensure that electronically submitted files are free from viruses by checking the files with an up to date virus-checking program before submission.
- 4.9.7 If a tenderer experiences any persistent difficulty with the NSW Department of Commerce *eTendering* website in submitting a tender or otherwise, it is encouraged to advise the Contact Officer promptly in writing.
- (a) If there is an extended defect or failure of the NSW Department of Commerce tenders website or eTendering system and the Board is advised, the tender Closing Date and Closing Time may be extended provided that, in the view of the Board, the RFT process will not be compromised by such an extension.
 - (b) Tenders must be fully received by the Closing Date and Closing Time.
- 4.9.8 Tenderers may break down the lodgement of large tenders into smaller packages if clearly identified eg. Package 1 of 3; 2 of 3; 3 of 3.
- 4.9.9 If a tenderer provides multiple lodgements, the latest tender received will be the tender to be evaluated unless the tenderer provides clear directions to whether the lodgement is:
- (a) An alternative tender,
 - (b) Supporting information
 - (c) A further part of a tender that has had previous lodgement

4.10 **Tender Validity Period**

- 4.10.1 The Tender will remain open for acceptance by the Board for a period of 6 months from the Closing Date and Time for tenders.

4.11 **Late Tenders**

- 4.11.1 Late tenders should not be considered, except where the Board is satisfied that the integrity and competitiveness of the tendering process has not been compromised. The Board shall not penalise any supplier whose tender is received late if the delay is due solely to mishandling by the Board.
-

4.12 Extension of Closing Date and Time

- 4.12.1 The Board may, in its discretion, extend the Closing Date and Time.

4.13 Corruption or Unethical Conduct

- 4.13.1 Tenderers must comply with the requirements of the Commerce Business Ethics Statement, which is available at the link below and must disclose any conflicts of interests in Part C.

- 4.13.2 If a tenderer, or any of its officers, employees, agents or sub-contractors is found to have:

- (a) offered any inducement or reward to any public servant or employee, agent or subcontractor of the Board, Customer or the NSW Government in connection with this RFT or the submitted Tender;
- (b) committed corrupt conduct in the meaning of the *Independent Commission Against Corruption Act 1988*;
- (c) a record or alleged record of unethical behaviour; or not complied with the requirements of Commerce Business Ethics Statement available at: <http://www.commerce.nsw.gov.au/About+Commerce/Business+ethics+statement/Business+ethics+statement.htm>;

This may result in the tender not receiving further consideration.

- 4.13.3 The Board may, in its discretion, invite a relevant tenderer to provide written comments within a specified time before the Board excludes the tenderer on this basis.

- 4.13.4 If the Board becomes aware of improper conflict of interests by a successful tenderer after an Agreement has been executed, then the Board reserves the right to terminate the Agreement and any Customer Contract that has been made under it.

4.14 Code of Practice for Procurement

- 4.14.1 In submitting its tender, the tenderer signifies agreement to comply with the Code.

- 4.14.2 Failure to comply with the Code may be taken into account by the Board when considering the tenderer's tender or any subsequent tender, and may result in the tender being passed over.

4.15 Prescribed Form of Tender

The tender, including any Alternative Tender, must comprise a completed Part C and any attachments to Part C, as may be necessary. Any attachments should be labelled to identify those clauses of the RFT to which they relate.

4.16 Addenda to RFT

- 4.16.1 If, for any reason the Board, at its sole discretion, requires the RFT to be amended before the Closing Date and Time, an Addendum will be issued.

- 4.16.2 In each case, an Addendum becomes part of the RFT.

- 4.16.3 The Board, during the tender period may issue Addenda altering the RFT. In such cases, it is the obligation of the tenderer to verify if any Addenda were issued prior to the Closing Date, even if a tender has already been submitted.

- 4.16.4 Tenderers must check the web site address, <https://tenders.nsw.gov.au/commerce> and download the Addendum.
-

4.17 Tenderer's Costs

The tenderer acknowledges that the Board will not be liable to it for any expenses or costs incurred by it as a result of its participation in this RFT, including where the RFT has been discontinued.

4.18 Custody of Tenders after Receipt

4.18.1 On receipt of tenders lodged electronically to the NSW Government eTendering system, Tenders are encrypted and stored in a secure "electronic tender box."

4.18.2 For reasons of probity and security, the Board and its agent are prevented from interrogating the electronic tender box to ascertain whether tenders have been received or for any reason, until after the Closing Date and Closing Time.

4.18.3 The e-mail receipt that is sent to the system user lodging the tender after successfully lodging the tender electronically to the NSW Government e Tendering system is the only evidence of tender lodgement provided.

4.19 Ownership of Tenders

4.19.1 All tenders become the property of the Board on submission.

4.19.2 The Board may make copies of the tenders for any purpose related to this RFT.

4.20 Discontinuance of Tender Process

4.20.1 Where the Board determines that awarding a contract would not be in the public interest, the Board reserves the right to discontinue the tender process at any point, without making a determination regarding acceptance or rejection of tenders.

4.21 Variations to Tenders

4.21.1 At any time after the Closing Date of tenders and before the Board accepts any tender received in response to this RFT, a tenderer may, subject to clause 4.21.2, vary its tender:

- (a) by providing the Board with further information by way of explanation or clarification;
- (b) by correcting a mistake or anomaly; or
- (c) by documenting agreed changes to the tender negotiated under clause 5.5 of this Part B.

4.21.2 Such a variation may be made either:

- (a) at the request of the Board, or
- (b) with the consent of the Board at the request of the tenderer; but only if,
 - (i) in the case of variation requested by the tenderer under clause 4.21.1(a)-(b), it appears to the Board reasonable in the circumstances to allow the tenderer to provide the information or correct the mistake or anomaly; or
 - (ii) in the case of variation under clause 4.21.1(c), the Board has confirmed that the draft-documented changes reflect what has been agreed.

4.21.3 If a tender is varied in accordance with clause 4.21.1(a) or (b), the Board will provide all other tenderers whose tenders have similar characteristics with the opportunity of varying their tenders in a similar way.

4.21.4 A variation of a tender under clause 4.21.1 will not be permitted if in the Board's view:

-
- (a) it would substantially alter the original tender; or
 - (b) in the case of variation under clause 4.21.1(a) or (b), it would result in the revising or expanding of a tender in a way that would give a tenderer an unfair advantage over other tenderers.

5 Evaluation Process

5.1 Evaluation Criteria

- 5.1.1 Tenders will be assessed against the evaluation criteria listed below which are not set out in order of significance or equal weight.
- 5.1.2 There are price and non-price evaluation criteria for this RFT. Evaluation of tenders will be carried out in two stages. In the first stage, tenders will be assessed against mandatory, non-price-based criteria. The tenders which do not meet the mandatory non-price-based criteria will be culled. Those tenders that do meet the mandatory non-price-based criteria will be assessed against price criteria and ranked accordingly, with lowest price being evaluated as the most favourable.
- 5.1.3 Information supplied by the tenderer in Part C will contribute to the assessment against each criterion. Tenderers are advised to respond clearly to all the evaluation criteria listed in this RFT.
- 5.1.4 Tenders that do not include a fully completed Part C, in particular those tenders which do not contain sufficient information to permit a proper evaluation to be conducted, or electronic tenders that cannot be effectively evaluated because the file has become corrupt, may be excluded from the tender process without further consideration at the Board's discretion.
- 5.1.5 The Board may assess an Alternative Tender against the evaluation criteria where submitted with a Conforming Tender.

5.2 Evaluation Criteria

The evaluation criteria for this RFT (which include but are not limited to) are:

- (a) Fitness for purpose including quality, range of products, innovative aspects, product design, performance and warranties;
 - (b) Price;
 - (c) Delivery requirements;
 - (d) Capacity to perform the Agreement including:
 - (i) Production/technical capacity;
 - (ii) Human resource capacity, qualifications, skills and experience;
 - (iii) Financial capacity and stability (including security considerations);
 - (iv) Technical, warehousing, inventory and distribution systems;
 - (v) Maintenance and support service levels including availability of Help Desk for repair and help calls;
 - (vi) Quality assurance systems;
 - (vii) Suitability of sub-contractors;
 - (viii) Previous experience and performance on similar agreements for the products and services covered in this RFT or other products and services, including performance of management fee obligations;
 - (ix) Record of ethical behaviour in service delivery;
 - (x) Compliance with other Board requirements, (including ability to market the proposed Agreement).
-

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- (e) Compliance with the proposed conditions of Part D.
 - (f) Compliance with NSW Government procurement policy and other applicable NSW Government policies, including:
 - (i) Development of long-term, internationally competitive industry;
 - (ii) Commitment to sustainable long-term industry development;
 - (iii) Development of long-term, strategic alliances;
 - (iv) Value-added activity;
 - (v) Innovation, research and development;
 - (vi) Workforce development;
 - (vii) Compliance with NSW Government Environmental Management Systems Guidelines.
 - (g) Compliance with relevant legislation and standards.
 - (h) Capacity and capability to facilitate electronic commerce through smartbuy®.
 - (i) Compliance with the Statement of Requirements.
 - (j) Compliance with National Product Catalogue (NPC) requirements.
 - (k) Range of product. Preference will be placed on offers that cover entire categories, ranges and groupings of products.
 - (l) Efficiency and cost improvements to invoicing and payment processes, e.g. consolidated invoice payment.
 - (m) Value-add propositions, where assessed as relevant and appropriate.

5.3 Presentations by Tenderer

- 5.3.1 The Board may in its discretion, and as part of the evaluation process, invite any or some of the tenderers to make personal presentations regarding their tender.
- 5.3.2 Receiving a presentation by a tenderer in no way represents a commitment by the Board to accept any aspect of the tender.
- 5.3.3 Receiving a presentation by a tenderer in no way represents a commitment by the Board to accept any aspect of the tender.
- 5.3.4 All information obtained during the course of presentation or site inspection may be taken into consideration in the evaluation of tenders.

5.4 Acceptance or Rejection of Tenders

- 5.4.1 The Board may assess an Alternative Tender against the evaluation criteria when submitted with a Conforming Tender.
 - 5.4.2 The Board expressly reserves the right to accept, in its discretion, either or both of the following:
 - (a) Any Alternative Tender or part of an Alternative Tender, when submitted with a Conforming Tender; and
 - (b) Any other Non-Conforming Tender or part of a Non-Conforming Tender (not, in either case, being an Alternative Tender or part of an Alternative Tender) that, in the Board's opinion, is substantially a Conforming Tender.
 - 5.4.3 The Board is not bound to accept the lowest tender.
 - 5.4.4 If the Board rejects all the tenders received it may invite fresh tenders based on the same or different criteria (specifications and details contained in Alternative Tenders will not be used as the basis for the calling of new tenders).
-

5.5 Post Tender Negotiations

- 5.5.1 Before making any determination as to acceptance or rejection of Tenders the Board may, at its discretion, elect to conduct limited negotiations with preferred tenderers, including those who have submitted Alternative Tenders or who have submitted Conforming Tenders, to mutually improve outcomes.
- 5.5.2 The Board will generally not enter into negotiations to amend standard conditions of contract contained in Part D.
- 5.5.3 If the Board considers that none of the tenders are fully acceptable either due to the level of non-conformance or because they do not represent sufficient value for money, but considers that full conformity is achievable, negotiations may be conducted with the tenderer that submitted the most conforming tender based on the evaluation criteria. The purpose of the negotiations will be advised by the Board and made clear to the participants before the commencement of negotiation.
- 5.5.4 The Board may at its absolute discretion elect to conduct post tender negotiations under clause 5.5.3 with more than 1 tenderer in the event that it decides that the closeness of the tenders or timing constraints warrants doing so.

5.6 Exchange of Information between Government Agencies

- 5.6.1 Lodgement of a tender will itself be an authorisation by the tenderer to the Board to make available, on request, to any NSW government agency information, including but not limited to, information dealing with the tenderer's performance on any contract that may be awarded. Such information may be used by the recipient NSW Government agency for assessment of suitability for pre-qualification, selective tender lists, expressions of interest or the award of a contract or termination of contract.
- 5.6.2 The provision of the information by the Board to any other NSW Government agency is agreed by the tenderer to be a communication falling within section 30 of the *Defamation Act 2005* (NSW), and the tenderer shall have no claim against the Board and the State of New South Wales in respect of any matter arising out of the provision or receipt of such information, including any claim for loss to the tenderer arising out of the communication
- 5.6.3 In the evaluation of tenders, the Board may take into account any information about the tenderer that the Board receives from any source.
- 5.6.4 To avoid doubt, information that may be collected, exchanged and used in accordance with this provision includes "personal information" about the tenderer for the purposes of the *Privacy and Personal Information Protection Act 1998*. Lodgement of a tender will be an authorisation by the tenderer to the Board to collect such information from third parties, and to use and exchange such information in accordance with this clause 5.6.
- 5.6.5 The tenderer's attention is drawn to the *Freedom of Information Act 1989* which obliges disclosure of the contract documents resulting from the tender and may confer rights, subject to the terms of that Act, to access, and to require the correction of, information held by certain agencies, including tenders held by the Board. A summary of the provisions is contained in Annexure 1 to Part B (Disclosure Information).

5.7 Samples and Clinical Trials

- 5.7.1 The Board may conduct examination of samples of the Deliverables or conduct clinical trials of the Deliverables either as a part of the evaluation of the tender or, in the event that there is a provisional award of certain Deliverables (subject to examination of samples or clinical trials) (provisional Deliverables") then those provisional Deliverables may only be supplied under any Contract after the satisfactory completion of the examination of the samples of Deliverables of satisfactory conduct of the clinical trials.
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- 5.7.2 In the event that samples of Deliverables are required to assist in determining the outcome of the tender process, then tenderers will be contacted and specifically asked to provide samples and this may be at any time prior to the award of contract. The samples must be supplied within 10 working days of the request to the location nominated in the letter of request. (Samples should not be submitted with the tender response documents). All costs associated with such exercises shall be borne by the relevant tenderer. Failure to supply samples as required by this clause will result in the tender being given no further consideration.
- 5.7.3 In relation to provisional Deliverables, the request to provide samples may be made after award of contract as part of a suitability assessment of the provisional Deliverables and for the purpose of removing the provisional status of them. The tenderer must not supply provisional Deliverables. The Board on behalf of NSW Health will request the tenderer to deliver the samples at a location designated by NSW Health, as part of a clinical inspection, examination, trial and / or assessment. Tenderers will be required to provide all reasonable stocks of samples for such purposes, and provide any requested documentary or expert professional support to assist with the assessment. All costs arising from compliance with this clause shall be borne by the relevant tenderer. Failure to comply with any such request may result in the tenderer being unable to supply the provisional Deliverable under the contract.
- 5.7.4 The Board shall at its own discretion use appropriate expertise and resources to evaluate provisional Deliverables, and shall make the decision as to the suitability of the provisional Deliverable at a time of its choosing. The Board will act in good faith to finalise such decisions as soon as possible after contract commencement, but it does not make any undertaking as to the timing of its decision on the provisional Deliverable. The tenderer shall not be entitled to compensation or costs of any kind in the event of delays in any such evaluation or assessment process.
- 5.7.5 Under no circumstances will the Board permit a provisional Deliverable to be purchased under a contract. The provisional status of, or removal of that status from, any provisional Deliverable is to be determined solely by the Board, in its discretion.
- 5.7.6 If a formal request for samples is made, instructions will be given as to the labelling and delivery of the samples and these are to be complied with in full.
- 5.7.7 All costs incurred in relation to the preparation, delivery, product support and subsequent collection of samples shall be borne by the tenderer and will not be reimbursed by the Board, regardless of the outcomes of the tender process or the final decision to include a Deliverable in the contract or not .

6 Method of Acceptance

- 6.1.1 Acceptance of a tender or part tender will be subject to the execution of a formal Deed of Agreement in the terms of Part D. Until the Board and the successful tenderer(s) execute a formal Deed or Deeds, there will be no legally enforceable agreement concluded between them.
-

7 Disclosure Information

- 7.1.1 Following the Board's decision, all tenderers will be notified in writing of the outcome of their Tenders.
- 7.1.2 Details of tenderers and the outcome of the tender process will be disclosed in accordance with the *Freedom of Information Act 1989* and the NSW Government Tendering Guidelines, available at:
<http://www.dpws.nsw.gov.au/Government+Procurement/Procurement+Policy+Framework/NSW+Government+Tendering+Guidelines.htm>
- 7.1.3 An outline of these requirements can be found in Annexure 1 to Part B of this RFT.

8 Complaints Procedure

It is the NSW Government's objective to ensure that industry is given every opportunity to win Government contracts. Should any entity feel that it has been unfairly excluded from tendering or unfairly disadvantaged by the Conditions in Part D and / or the Statement of Requirements in Part F, it is invited to write to:

Chairperson
State Contracts Control Board
Level 22, McKell Building
2-24 Rawson Place
Sydney NSW 2000

ANNEXURE 1 TO PART B (Disclosure of Information)

Disclosure of information concerning tenderers and outcome of the tender process

1. In accordance with the NSW Government Tendering Guidelines referred to in clause 7.1.2 and found at <http://www.dpws.nsw.gov.au/Government+Procurement/Procurement+Policy+Framework/NSW+Government+Tendering+Guidelines.htm>, the following **tender information** is required to be disclosed -

Tender Type	Level of disclosure	Basis of disclosure
For all public calls for tender, expressions of interest or other such public calls which may result in a contract with the private sector.	As a minimum: <ul style="list-style-type: none">a concise description of the proposed works, goods or services the subject of the tender call;the date responses to the tender call close and where responses are lodged; andlocation of the tender call documents. The names and addresses of all entities which submit responses.	Routine public disclosure at the time tender calls are advertised. Routine public disclosure within 7 days of the date tender calls closed.
In a multi-stage tender process.	The names and addresses of the shortlisted entities, except where such disclosure is likely to compromise the competitiveness of the subsequent tender process.	Routine public disclosure within 7 days of these entities being advised of their shortlisting.

2. In accordance with the NSW Government Tendering Guidelines referred to in clause 7.1.2, the following **contract** information is required to be disclosed -

Contract size and type	Level of disclosure	Basis of disclosure
Class 1 contracts All government contracts with estimated value \$150,000 or above.	<ul style="list-style-type: none">a) The name and business address of the contractor;b) Particulars of any related body corporate (within the meaning of the <i>Corporations Act 2001</i> of the Commonwealth) in respect of the contractor, or any other private sector entity in which the contractor has an interest, that will be involved in carrying out any of the contractor's obligations under the contract or will receive a benefit under the contract;c) The date on which the contract became effective and the duration of the contract;d) Particulars of the project to be undertaken, the goods or services to be provided or the real property to be leased or transferred under the contract;e) The estimated amount payable to the contractor under the contract;f) A description of any provisions under which the amount payable to the contractor may	Routine public disclosure within 60 days after the contract becomes effective.

	<p>be varied;</p> <p>g) A description of any provisions with respect to the renegotiation of the contract;</p> <p>h) In the case of a contract arising from a tendering process, the method of tendering and a summary of the criteria against which the various tenders were assessed; and</p> <p>i) A description of any provisions under which it is agreed that the contractor is to receive payment for providing operational or maintenance services.</p>	
<p>Class 2 contracts Class 1 contracts (i.e government contracts with estimated value \$150,000 or above) which also:</p> <ul style="list-style-type: none"> - result from a direct negotiation where there has not been a tender process; or - have been the subject of a tender process and where the final contract terms and conditions are substantially negotiated with the successful tenderer (this includes alliance type contracts); or - involve operation or maintenance obligations for 10 years or longer; or - involve a privately financed project as defined by relevant Treasury guidelines; or - involve a transfer of land or other asset to a party in exchange for the transfer of land or other asset to an agency. 	<p>The information required for class 1 contracts and:</p> <ul style="list-style-type: none"> a) Particulars of future transfers of significant assets to the State at zero, or nominal cost to the State, including the date of their proposed transfer; b) Particulars of future transfers of significant assets to the contractor, including the date of their proposed transfer; c) The results of any cost-benefit analysis of the contract conducted by the agency; d) The components and quantum of the public sector comparator if used; e) Where relevant, a summary of information used in the contractor's full base case financial model (for example, the pricing formula for tolls or usage charges); f) Where relevant, particulars of how risk, during the construction and operational phases of a contract to undertake a specific project (such as construction, infrastructure or property development), is to be apportioned between the parties, quantified (where practicable) in net present-value terms and specifying the major assumptions involved; g) Particulars as to any significant guarantees or undertakings between the parties, including any guarantees or undertakings with respect to loan agreements entered into or proposed to be entered into; and h) Particulars of any other key elements of the contract. 	<p>Routine public disclosure within 60 days after the contract becomes effective.</p>
<p>Class 3 contracts Class 2 contracts where the estimated value of the government contract is \$5 million or more.</p>	<p>The information for class 1 and 2 contracts and the complete contract, less confidential information.</p> <p>Note: if some or all of a class 3 contract is not disclosed for reasons of confidentiality, the agency is to disclose:</p> <ul style="list-style-type: none"> • the reasons for not publishing the contract or provisions; 	<p>Routine public disclosure within 60 days after the contract becomes effective.</p>

	<ul style="list-style-type: none"> • a statement as to whether the contract or provisions will be published and, if so, when; and • where some but not all of the provisions of the contract have been disclosed, a general description of the types of provisions that have not been published. 	
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3. Requests for disclosure of additional contract information

Tenderers must acknowledge that any person may make a specific request to the State Contracts Control Board for any item of contract information contained in schedules 1 or 2, or for a copy of a contract, which is not required to be routinely disclosed under section 15A of the *Freedom of Information Act 1989* ("FOI Act"). The State Contracts Control Board must provide the requested contract information or the requested copy of the contract to the requesting person (less any confidential information) within 60 days of receiving the request.

Where a copy of a contract has been requested and some or all of the contract is not provided for reasons of confidentiality, the State Contracts Control Board will disclose:

- the reasons for not providing;
- a statement as to whether the contract or provisions will be provided and, if so, when; and
- where some but not all of the provisions of the contract have been provided, a general description of the types of provisions that have not been provided.

4. Disclosure of amendments or variations to contract information under the FOI Act

The FOI Act requires that, if there is an amendment to the contract terms or a material variation made under the contract that changes information already routinely disclosed under the FOI Act, the State Contracts Control Board must ensure that the information concerning the change is routinely disclosed within 60 days after such amendment or variation becomes effective, less any confidential information. In the case of class 3 contracts, the full amendment or material variation, less any confidential information, must be disclosed within the 60 day timeframe.

5. Confidential information

None of the disclosure obligations contained in the FOI Act, or the requirements for disclosing tender information or a copy of a contract or information in relation to a contract under these guidelines, require the disclosure of:

- the commercial-in-confidence provisions of a contract (as defined in section 15A(14) of the FOI Act) (the contractor's financing arrangements; the contractor's cost structure or profit margins; the contractor's full base case financial model; any intellectual property in which the contractor has an interest; or any matter whose disclosure would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors, whether at present or in the future.);
- details of any unsuccessful tender;
- any matter that could reasonably be expected to affect public safety or security; or
- information which would be exempt from disclosure if it were the subject of an application under the Freedom of Information Act.

Where such confidential information is withheld, the State Contracts Control Board must inform the requesting person that access to that information may be sought in accordance with the Freedom of Information Act. This will enable a person seeking the information to have the appeal rights available under the FOI Act...

6. Tenderers are invited to nominate items they consider are confidential and why.



NSW Procurement – Contracting Services is a Business Unit of the NSW Department of Commerce

**NSW Procurement – Contracting Services invites this tender for and on behalf of the
NSW Government State Contracts Control Board**

PART C - TENDER RESPONSE

Contract Number: 3004

Request for Tender 0801934

**Contract Period: Three (3) Years Duration, plus Two (2) One-Year
Extension Options**

Tender Issue Date: Wednesday, 18th March 2009

Closing Date: Wednesday, 22nd April 2009

Closing Time: 9:30 am Sydney Time

Company Legal Name:

Company Trading Name:

Company ABN:

Contact Name

<Insert name to whom enquiries should be directed>

Contact Phone Number:

Contact Email Address:

(i) When submitting an electronic Tender, please answer the following and indicate Yes or No below:

- Are you providing supporting documents in hard copy or on CD-ROM?
Yes
- Did you clearly mark the supporting documents as "Supporting Documents to RFT Number 0801934"?
Yes

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PART C1 Information supplied in response to Parts A & B.

1 Introduction

The information provided in this Part will be used in the assessment of Tenders. Questions have been framed to ensure responses that are relevant to the selection criteria. Please provide attachments where necessary, clearly labelled and cross-referenced.

References to “you” in this Part means the tenderer and all responses given will be taken to be responses of the tenderer.

Ensure that all questions in this section are fully addressed with a “Yes, No, Agree or N/A answer”, and full details are provided.

2 Fitness for Purpose

2.1 Quality Certification

Indicate below whether you have attached as supporting documentation any certification from approved testing authorities that confirm that the deliverables tendered meet the relevant Australian, Overseas or International Standards.

Answer to 2.1 Yes

2.2 Quality Assurance

2.2.1 Australian Standards and or International Standards

Indicate whether your company has attained certification under AS/NZS ISO 9001:2000 (including if you are in the process of transition from AS/NZS ISO 9001:1994 or AS/NZS ISO 9002:1994 to AS/NZS ISO 9001:2000) or is proceeding towards getting certification.

Answer to 2.2.1 Yes

2.2.2 If certification is being sought:

If you are in the process of attaining certification, provide evidence and a projected timetable and schedule for accreditation.

Answer to 2.2.2

2.3 Therapeutic Goods Australia

Tenderers are requested to indicate in the Pricing Schedule in this Request for Tender (Part C2) the TGA registration numbers for their products tendered. TGA numbers, therefore, need to have been obtained at time of tender. Products that are pending a TGA approval cannot be recommended nor accepted by the Board, if TGA is a requirement for their use in Australia. Copies of TGA certification documents for part or all of the tendered products may be requested during the evaluation process by the Contact Officer.

Answer to 2.3 Agree

2.4 Guarantees and Servicing Arrangements

Give full details of any guarantees or warranties relating to the Deliverables offered. If a specific warranty or warranties is or are stated to be a requirement or requirements in Part F, confirm that it is, or they are, offered. Where free service with respect to the Deliverables is offered during the period of guarantee or warranty, provide addresses (both Sydney and country areas) where

service is available. State whether service is available at those points after the expiration of the period of guarantee or warranty and, if so, what charges are applicable.

The minimum extent of warranty offered is that prescribed by legislation, where applicable.

Answer to 2.4

2.5 Packaging

All packaging shall comply with Therapeutic Goods Order 37 and/or Essential Principle 13 in Schedule 1 of the Therapeutic Goods Medical Devices Regulations (2002) as applicable.

Answer to 2.5

Yes

2.6 Not used.

2.7 Other Comments on fitness for purpose

State here any details you may wish to add, particularly regarding the innovative aspects and performance of the tendered Deliverables.

Answer to 2.7

3 Pricing and related factors

3.1 Price Schedule

Complete the Price Schedule at Part C2.

Tenderers are to note that they must provide information that enables the pricing of their tender to be assessed on the basis of the tenderers list price of items, combined with the tenderer's nominated discount against those list prices.

The tenderer's rate of discount (e.g. 20 per cent, 30 per cent) against the tendered list price must be fixed for the first year of the contract.

The tenderer's discount against the list price must be firm for the first year of the contract.

PLEASE NOTE: The tenderer's FIS price in the Price Schedule is the tenderer's list price before the percentage discount is applied.

3.2 Price Basis

3.2.1 Price Variation Basis

Prices are firm for the first twelve (12) months of the Standing Offer agreement then subject to review on a yearly basis (12 monthly intervals) based on one of the following price adjustment options.

Tenderers must indicate below the price basis of your Tender. You may select one or more of the listed adjustment options. **Select the price adjustment from the options below (tick corresponding box below):**

1. Based on variations in **rates of foreign exchange**. Cost structure required.

☐

Tenderers must note that no variation will be approved on this basis unless there is a 15% change in the exchange rate.

2. Based on variations in **cost of production**. Cost structure required.

☐

3. Based on variations in **cost of distribution**. Cost structure required.

☐

Or

4. Based on a capped percentage increase on the **Published Price List**.
Details of cost structure not required.

☐

3.2.2 Exchange Rate Price Variation Basis

A price variation on the basis of a change in the foreign exchange rate will not be approved unless there is a variation greater than 15% from the foreign exchange rate on which the tender is based has occurred.

Where you have nominated variations in rates of exchange of the selected price basis above (Selection 1), you must nominate the exchange rate that will be used as the basis for any future price variation request below.

Tenderers are to nominate the foreign currency and associated exchange rate based on the Westpac Bank's relevant selling rate as published in the *Sydney Morning Herald* seven (7) days prior to the Closing Date and Time.

Answer to 3.2.2 (if applicable)

Name the Foreign Currency: (Eg US Dollar)

Associated Exchange Rate: (Eg. US\$ - 0.75)

3.2.3 Cost of Production Basis for variation

Where you have nominated variations in the cost of production as the selected price basis above, you must nominate the following:

- (a) the region of sourcing at the time of tendering for the labour primarily engaged in the Standing Offer agreement that will be used for any future price variation request.
- (b) detail of costs of production in the relevant region
- (c) Materials Cost Index – you must identify key inputs, margins and other relevant information for specified Categories and/or Products.

Note that variation on the basis of a material cost index other than those provided by the ABS must be appropriate, independent, consistently reported over time, published regularly and be readily available.

Answer to 3.2.3 (if applicable)

- (a) the region of sourcing at the time of tendering for the labour primarily engaged in the Standing Offer agreement that will be used for any future price variation request. _____
- (b) detail of costs of production in the relevant region _____
- (c) Materials Cost Index – you must identify key inputs, margins and other relevant information for specified Categories and/or Products. _____

3.2.4 Cost of Distribution

Where you have nominated variations in the cost of distribution as the basis for the price variation, you must provide details of shipping costs, fuel, margins and other relevant information

for specified Categories and/or Products.

Answer to 3.2.4 (if applicable)

Shipping costs _____

Fuel costs _____

Margins _____

Other relevant information _____

3.2.5 Published List Price

- (a) The tenderer must provide a Published Price List valid at the date of tender which will remain firm for the first 12 months of the contract. The percentage variation to be applied to the Published Price List at 12 months intervals will be capped at an amount equal to the percentage variation in the Consumer Price Index (CPI) – Sydney (All Groups – 6401.0 – Consumer Price Index, Australia) over the corresponding period of time, and will apply to both increases and decreases in this index. In all calculations pertaining to such price variation requests received by the Contractor, the CPI index published closest to the date of variation application will be used.
- (b) Where the price variation is based on the tenderer's published price list, Tenderers must submit a copy of the published price list to Part C – Tender Response.
- (c) Tenderers must complete the details required below including name, date and official Price List number of the Price List, Source of Price List and the frequency of revision of the Price List. This information must be supplied at the time of tender closing for use in consideration of price variation requests.

Answer to 3.2.5 (if applicable)

Name of Published Price List:	_____
Date of Issue of Published Price List:	_____
Official Price List Number:	_____
Frequency of Revision:	_____
Source of Published Price List:	_____

3.2.6 Cost Structure Provision of Details for Tender Submission

- (a) Tenderers are to provide a separate Microsoft excel file(s) containing the required cost structure information in accordance with clauses 3.2.3 and 3.2.4 in Part C above.
- (b) Tenderers may provide this information in the form of either but in either case it is the responsibility of the Tenderer to ensure that all details are provided:
- i) Cost structure details universally applicable to each product tendered;
 - or
 - ii) Cost structure details applicable to each of the categories listed in the RFT Pricing Schedule.

- (c) Tenderers should use a naming convention for this excel file(s), including Tenderers name, cost structure title and date.
- (d) Tenderers may use the same heading columns and format as per the Pricing Schedule eg: item number, Item Product Description and Product Code. Sufficient information is required to correlate cost structure data with the submitted Pricing Schedule.

Answer to 3.2.6

Have you submitted a separate excel file containing your Cost Structure details? No

Please provide the file name: _____

3.3 Additional Discounts

In addition to 3.2 above, additional discounts should be offered, if NSW Health purchases:

- (1) 50% of their requirements from a single supplier
 - (2) 75% of their requirements from a single supplier
 - (3) 90% of their requirements from a single supplier
 - (4) 100% of their requirements from a single supplier
- 3.3.1 Tenderers may offer additional discounts based on the total dollar value of sales (per RFT Category for example Category 1 – ‘Non endoscopic Staplers, Reloads, Clips & Fasteners’) of Endo-Surgical Instruments & Accessories + Single Use Staples within NSW Health.
- 3.3.2 The discounted price will be applied when NSW Health have met one of the volume targets. The application of discounts will be managed by NSW Health as follows:
- (1) Obtaining six (6) monthly consumption reports for each Area Health Service from Health Support Services
 - (2) Reconciling this report with the Suppliers’ sales report, also for the same (6) month period
 - (3) Then determining the percentage of business given to a Supplier by each Area Health Service
 - (4) Requesting the supplier to make appropriate adjustments to the price payable by the Area Health Service in the National Product Catalogue.

Answer to 3.3

Have you offered Additional Discounts? _____

Do you agree that Discounts shall be based on the total value of sales for NSW Health? _____

Do you agree that the discounted price will be applied as described in 3.3.2 above? _____

4 Delivery Considerations

4.1 Not Used.

4.2 Location of Branches

Detail the outlets to which Orders may be directed, stating any limitations to the range of Deliverables that may be ordered at each.

Answer to 4.2

4.3 Standard Deliveries

- 4.3.1 Tenderers are to indicate below, agreement to the following delivery times for standard deliveries.

Answer to 4.3.1

Sydney Metropolitan Area Deliveries within 24 hours of Order placement Yes

Regional NSW within 48 hours of Order placement Yes

If “No”, please specify below

- 4.3.2 Tenderers are at liberty to offer additional standard delivery times that are more favourable to the above conditions as stated in Clause 4.3.1.

Answer to 4.3.2

4.4 Emergency Delivery Arrangements

- 4.4.1 Tenderers are to indicate below, agreement to the following delivery times for emergency deliveries.

Answer to 4.4.1

Sydney Metropolitan Area Deliveries within 12 hours of Order placement Yes

Regional NSW within 24 hours of Order placement Yes

If “No”, please specify below

- 4.4.2 Tenderers are at liberty to offer additional standard delivery times that are more favourable to the above conditions as stated in Clause 4.4.1.

Answer to 4.4.2

4.5 Delivery Performance Monitoring

Tenderers are to indicate below whether they have in place systems to monitor their on time delivery performance.

Answer to 4.5 Yes

If **YES** please state:

- (a) What do you classify as an on time delivery? _____
- (b) What is your target for deliveries completed on time? (%) _____
- (c) Actual on time deliveries over the past 6 months (%) _____

4.6 Batch Tracking Facility

Does your organisation have a batch tracking facility?

Answer to 4.6

5 Capacity to Perform Agreement

5.1 Years in business

State the number of years you have been in business under your present constituted form.

Answer to 5.1

5.2 Technical, warehousing, inventory and distribution capability

Demonstrate the suitability of your resources/facilities/procedures for the purposes of fulfilling the requirement, including your production processes, warehousing, dispatch, transport and delivery arrangements. Include details of:

- (a) size of premises;
- (b) back up facilities and any significant equipment if available to ensure the completion of work;
- (c) maintenance schedules for any significant equipment nominated in (b).

Answer to 5.2

- (a) size of premises;
- (b) back up facilities and any significant equipment if available to ensure the completion of work;
- (c) maintenance schedules for any significant equipment nominated in (b).

5.3 Stock Levels

Describe your current stock levels and any issues you may experience during different times of the year in maintaining necessary levels.

Answer to 5.3

5.4 Human Resource Capability

Provide details of qualifications and experience of key personnel to be involved in the operation of the proposed Standing Offer agreement.

Answer to 5.4

5.5 Help Desk Access

If you have a toll-free help desk number specify:

- (a) the geographical area covered
- (b) Phone Number(s)
- (c) Non toll-free Help Desk number
- (d) Corresponding Toll Charges
- (e) Help Desk Hours

5.6 In-Service Education and Training

The provision of comprehensive in-service and training in support of Deliverables supplied under Customer Contracts is a requirement of this standing offer agreement.

Provide details below of Manuals, Training plan/courses, Videos or Web sites that are available to support your in-service and training.

Answer to 5.6

5.7 Financial Viability

5.7.1 Annual Turnover

Give the annual turnover in Deliverables tendered, in \$AUD.

Answer to 5.7.1

5.7.2 Annual Financial Reports

During the course of the tender process, it may be required that you submit a copy of your last three annual financial reports to the Board, or to Kingsway Financial Assessments if so directed, in order to conduct financial analysis on behalf of the Board. Indicate below whether you will provide these reports if required.

Answer to 5.7.2

Yes

If **"No"**, comment below:

5.8 Agent Information (Sub-Contractors and others)

5.8.1 Products available through a Dealer or Distributor

Is any part of the Deliverables to be offered through a dealer or distributor? In this context, suppliers of raw materials and/or minor components to be incorporated into the Deliverables supplied by the Contractor are not regarded as dealers or distributors for the purpose of this question.

Answer to 5.8.1 Yes

5.8.2 Products available through a Sub-Contractor

Is any part of the Deliverables to be offered through a sub-contractor? In this context, suppliers of raw materials and/or minor components to be incorporated into the Deliverables supplied by the Contractor are not regarded as sub-contractors for the purpose of this question.

Answer to 5.8.2 Yes

If “Yes”, in respect of each nominated dealer, distributor and/or sub-contractor, please provide the following information. If unable to provide this information in the format below, attach to your Tender the information required for each dealer or distributor.

Distributor

- 1) If a company, Company Name
- 2) If a partnership, Partnership Name
- 3) If an individual, individual's name
- 4) Trading Name
- 5) Australian Business Number (ABN)
- 6) Registered Office (if a company)
- 7) Site Address (principal place of business)
- 8) Postal Address (principal place of business)
- 9) Alternative Address
- 10) Contract Administration Contact Name
- 11) Contract Administration Contact Telephone No.
- 12) Contract Administration Contact E-mail Address
- 13) Sales Order Contact Name
- 14) Sales Order Phone No.
- 15) Sales Order E-mail Address
- 16) Sales Order Fax No.
- 17) Chief Executive Officer's (CEO) Name
- 18) Switchboard Telephone No.

19) Company E-mail Address

20) Website address

5.9 Suitability of proposed Dealers, Distributors and Sub-Contractors

5.9.1 Dealer or Distributor Experience

For each nominated dealer or distributor, provide details of their experience and qualifications in the provision of similar Deliverables.

Answer to 5.9.1

5.9.2 Sub-Contractor Experience

For each nominated sub-contractor, provide details of their experience and qualifications in the provision of similar Deliverables.

Answer to 5.9.2

5.10 Marketing

The marketing of this Standing Offer agreement may include:

- (a) Provision of promotional material;
- (b) Direct marketing;
- (c) Product literature, brochures and other sales related activities.

Indicate below which, if any, of the activities above you would be prepared to assume responsibility:

Answer to 5.10

(a)

(b)

(c)

5.11 Other comments on the Capacity / Ability to perform the Standing Offer Agreement

State here any other details you may wish to add. Please also address your capacity to perform the contract in the context of the current commitments of your organisation. (Note that details of previous performance of similar contracts are sought in cl.10, below, and should not be referred to here.)

Answer to 5.11

6 Compliance with proposed Agreement

6.1 Agreement to conditions contained within Part D of this RFT.

Do you agree to be bound by all the conditions contained in Part D of this RFT?

Answer to 6.1 **Yes**

If “No”, provide a full statement of all amendments sought, giving reasons.

6.2 Minimum Insurance Requirements

6.2.1 Do you agree to comply with clause 12.9, Minimum Insurance Requirements, contained in Part D of this RFT?

Answer to 6.2.1 **Yes**

If “No”, provide a full statement of all amendments sought, giving reasons.

6.2.2 Please list the insurances you currently hold, the respective amount (or Limit of Liability) for each insurance policy and their expiry dates.

Answer to 6.2.2

7 Compliance with Policy

7.1 NSW Government Code of Practice for Procurement

7.1.1 “Code” means the NSW Government Code of Practice for Procurement, as amended from time to time. The NSW Government Procurement Policy and code are available from the NSW Department of Commerce and can be viewed and downloaded from the Department of Commerce Government Guidelines: Goods and Services Procurement Publication.

Have you have read the NSW Government Code of Practice for Procurement and taken them into consideration in preparing and submitting your Tender?

Answer to 7.1.1 **Yes**

7.1.2 Tenderers must comply with the Code and agree to provide periodic evidence of compliance with the Code and access to all relevant information to demonstrate compliance for the duration of any agreement that may be awarded? Will you comply with the Code and the requirements imposed by it?

Answer to 7.1.2 **Yes**

7.2 Occupational Health, Safety & Rehabilitation

7.2.1 Tenderers are required to develop and attach, in each case a specific Health and Safety Management Plan for the Agreement.

In order to complete a Health and Safety Management Plan, and for instructions as the

required content of the Plan, Tenderers are referred to the NSW Government Procurement Guidelines - OHS&R, specifically to attachments 1 and 2. This document is available electronically at <http://www.dpws.nsw.gov.au/nr/ronlyres/efxtycbtexzihzty3nnlyxzob2ktnrpdlojq6gsaft4hybie4s2tzvlqcvvaneaugupzschzvlkslbkx5fqpr4nqoka/ohs%2006.pdf>

Have you attached as supporting documentation, a specific Health and Safety Management Plan for the agreement?

Answer 7.2.1 Yes

7.2.2 Does your organisation have Safe Work Procedures or specific health and safety instructions in place relevant to its operation?

Answer to 7.2.2 Yes

If "No", provide details below.

7.2.3 Will you continue to comply with your OHS&R obligations specified in Item 9 of Schedule 1 of Part D, including obligations relating to performance monitoring and Sub-Contractor performance under the Standing Offer agreement awarded?

Answer to 7.2.3 Yes

If "No", provide details below. If "Yes", provide details below of how you will ensure that Sub-Contractors will perform in accordance with OHS&R obligations.

7.3 Environmental Management

Describe in what way or ways your organisation promotes the development of Ecologically Sustainable Development. For assistance in answering this question, you may refer to the Procurement Guidelines on Environment Management available electronically at a link under the Goods and Services Procurement:

<http://www.dpws.nsw.gov.au/NR/ronlyres/eoxj5xdnqteblntdffjpp35qvvtlztzqvgcux37iswzohj2gced5c3pvjzjbzgzgb3o6guqnutpqyuotpbznwn6whjh/Guidelines+Environmental+Management+06.pdf>

Answer to 7.3

7.4 Not Used.

7.5 SME Involvement

7.5.1 It is NSW Government policy to support SMEs. Does your business support this policy objective?

If Yes provide details of the likely percentage of the value of the Deliverables to be provided under the Standing Offer agreement that will be sourced from SMEs and of the activities that will be carried out by SMEs under the Standing Offer agreement.

Answer to 7.5.1

7.5.2 State below how you will provide opportunities for SMEs in performing any Period Contract awarded. If the project involves formation of a relationship with one or more SMEs, provide the following information:

- (a) Name of, and contacts for, each SME
- (b) Description of each SME's role
- (c) Estimated dollar value of each SME's contribution, and
- (d) Level of value-added activity and any other benefits associated with each SME.

Answer to 7.5.2**8 Compliance with relevant legislation**

Indicate below whether you comply with relevant legislation and standards applicable for all deliverables tendered.

Answer to 8 Yes

If "No", provide details

9 Compliance with other Board requirements**9.1 Natural Rubber Latex Content**

NSW Health objectives and policies require the use of latex free products and the board reserves the right to exclude such products from any products envisaged for this RFT. If you have indicated within the Pricing Schedule (Part C3) that the offered product contains natural rubber latex, please indicate below for each item offered the exact location of the natural rubber latex eg. within the packaging. In addition, if the natural rubber latex is to be replaced with a substitute product within the near future please indicate the approximate replacement date.

Answer to 9.1

Item No	Location of Natural Rubber Latex	Replacement Date

10 Previous contract experience and standard of performance**10.1 Previous contract experience**

Provide details of any previous Standing Offer agreement(s) (Period Contract(s)) with the Board

that you have been involved in during the past four years in the table below:

Contract No	Contract Name	Date commenced	Date finished (if applicable)

10.2 Previous experience in provision of Deliverables

Demonstrated expertise and experience in the successful provision of goods and/or services on a similar scale to the Requirement (not for the provision of goods and/or services to the Board). State the number of years in business providing these goods and/or services.

Answer to 10.2

10.3 Previous performance of Standing Offer agreements

If you have undertaken any previous Standing Offer agreements, provide details of any assessment undertaken of your performance. If performance reports were prepared, please provide copies.

Answer to 10.3

10.4 Referees

10.4.1 Please provide three (3) names and contact details of previous customers.

Answer to 10.4.1

10.4.2 To assist in the evaluation of your Tender it may be necessary to seek information from organisations that have current experience with the Deliverables offered. Please provide details below of hospitals to which the Deliverables have recently been supplied and also those where recent in-service training has taken place. If possible, please provide the appropriate contact persons with these organisations.

Answer to 10.4.2

11 Other information required

11.1 Details of ownership

- 11.1.1 If you are a company, please provide details of your ownership, that is, Australian, Overseas, name of each shareholder holding 20% or more of your issued share capital, paid-up capital and other relevant details.

Answer to 11.1.1

- 11.1.2 If you are a partnership, please provide a list of partners and details of the partnership financial arrangements.

Answer 11.1.2

11.2 Contracting as Agent / Trustee

- 11.2.1 If awarded the Standing Offer Agreement, do you intend to contract in your own right or as agent for some other entity or entities? If an agent, identify the principal who will be bound by the Deed of Agreement and any authority given by that principal to you to execute any such agreement as its agent.

Answer 11.2.1

- 11.2.2 If awarded the Standing Offer Agreement, do you intend to contract in your own right or as trustee for some other entity or entities? If a trustee, provide a copy of the trust deed, set out the names of the trustees, and provide full details below of your capacity to enter any Deed of Agreement as a result of this RFT.

Answer 11.2.2

11.3 Current Legal Proceedings

Are you or any of your directors or close associates currently, or have you, or have your directors or close associates been at any time within the last five years, the subject of any or any pending:

- (a) legal proceedings, including winding up or bankruptcy proceedings,
- (b) insolvency administrations or investigations; and/or
- (c) investigations by ICAC or any other public body?

Answer to 11.3 Yes

If “Yes”, please supply full details below:

11.4 Conflict of Interest

In lodging a tender to this RFT, are you aware of any real or perceived conflict of interests (including any relevant relationships) existing, which require your disclosure,

Answer to 11.4 Yes

If the answer is "Yes", disclose conflict of interest below.

11.5 Cataloguing – National Product Catalogue

- 11.5.1 The Board strongly prefers to enter into an Agreement with a legal entity that is compliant with the requirements of the National Product Catalogue (NPC). NPC compliance requirements include registration for GS1net and the loading of product and pricing data. For further information please review the NPC Supplier User Guide available at

http://www.gs1au.org/services/gs1net/industry/npc/user_guides.asp

Offers received from Tenderers that are not compliant with the requirements of the NPC may be considered at the Board's discretion, if the Tenderer demonstrates that it will comply with the NPC requirements prior to entering into the Agreement.

Will your organisation be loading all product information and price onto the NPC prior to the commencement of this agreement?

Answer to 11.5.1 Yes

If "No" will your organisation be NPC compliant prior to the commencement of this agreement?

11.6 Addenda to this RFT after issue

If there have been any Addenda by the Board to this RFT after the issue of this RFT, indicate below whether you have read and allowed for the Addenda in your Tender.

Answer to 11.6 Yes

If "NO", provide reasons below

11.7 Tender Validity Period (needs to be at least 6 months)

The Tender will remain valid for acceptance within 6 months from the deadline for lodgement of tenders, in accordance with clause 4.9 of Part B. Do you agree with this?

Answer to 11.7

11.8 Supply of Australian Business Number

If you do not currently have an ABN, state how and when you intend to obtain an ABN and register for GST.

Note: Tenderers that do not have an ABN cannot enter into an agreement with the Board.

Answer to 11.8

11.9 Further Information

Provide below any further information you believe is relevant to your tender and cross reference to any clauses of this RFT is applicable.

Answer to 11.9

12 Tenderer Identification Details

- 1) If a company, Company Name
- 2) If a partnership, Partnership Name
- 3) If an individual, individual's name
- 4) Trading Name
- 5) Australian Business Number (ABN)
- 6) Registered Office (if a company)
- 7) Site Address (principal place of business)
- 8) Postal Address (principal place of business)
- 9) Alternative Address
- 10) Contract Administration Contact Name
- 11) Contract Administration Contact Telephone Number
- 12) Contract Administration Contact E-mail Address
- 13) Sales Order Contact Name
- 14) Sales Order Phone Number
- 15) Sales Order E-mail Address
- 16) Sales Order Fax Number
- 17) Management Fee Contact Person
- 18) Management Fee Contact Telephone Number
- 19) Management Fee Contact Fax Number
- 20) Management Fee Email Address
- 21) Chief Executive Officer's Name
- 22) Switch Board Telephone Number
- 23) Company E-mail Address
- 24) Company Website Address

13 Statement of Compliance with Specification

13.1 Compliance with Part F – Statement of Requirements

Do the tendered Deliverables fully comply with Specifications contained within Part F – Statement of Requirements?

Answer to 13.1 Yes

If “No” a full statement of deviations must be given, specifying the relevant clause/s or Deliverable/s and the extent of non-compliance to each.

13.2 Provision of Certificates of Compliance to Relevant Standards

Are you able to provide within 5 working days, when requested by the Board, Certificates of Compliance to relevant Standards?

Answer to 13.2 Yes

If “No”, please provide details.

14 Acknowledgement and Confirmation Of Tender

Lodgement of a Tender will itself be an acknowledgement and representation by you that you are aware of the requirements of the Codes; that you will comply with the Codes; and that you agree to report to the Board any breaches of the Codes for the duration of the Standing Offer agreement.

I affirm that this is my Tender to supply the Deliverables sought in the RFT at the prices tendered, and in accordance with the conditions of the RFT except as expressly amended in my Tender, and that the information given in my Tender is correct:

Answer to 14 Agree

15 Submitting an electronic Tender:

Do you acknowledge and accept that electronic submission in accordance with the requirements of the RFT and any conditions of the Department of Commerce tenders web site is sufficient to verify and affirm that this is your Tender to supply the Deliverables at the prices tendered on the conditions contained in Part D, except as expressly amended in your Tender and that the information contained in your Tender is correct?

Note that such acknowledgement and acceptance is a necessary prerequisite to consideration of your Tender.

Answer to 15 No

PART C2 Pricing Schedule

Please complete responses to the questions provided in the attached Excel Spreadsheet.

TENDERER'S INSTRUCTIONS FOR ELECTRONIC TENDERING

Remember to save the workbook often and check that your information has been saved properly.

DO NOT insert or delete any columns in the sheet. Inserting or deleting columns in any sheet will corrupt your bids for all items in that workbook.

DO insert rows wherever necessary.

Tenderer Responsibilities:

The tenderer has the responsibility to ensure the correctness of their answers / data.

Endo-Surgical Instruments & Accessories + Single Use Staples

PART F	Statement of Requirements.....	1
1	Item Specifications.....	1
2	Packaging.....	2
3	Additional Items	3
4	Item Specifications and Pricing Schedule Listing	3

Version Control			
#	Version	Date	Details
-	Draft		
-	Final Draft		
-	Final		
-	Edition 1		

PART F Statement of Requirements

1 Item Specifications

- 1.1.1 Therapeutic Goods Act (1989), (TGA) certificates of compliance must be available for submission to the Board, if requested by Contact Officer. Five (5) working days notice will be provided and certificates for each product tendered may be requested.
- 1.1.2 Endo-surgical Equipment & Accessories + Single Use Staple products must meet the relevant Australian Standard or International Standard as applicable including:
- ❖ Medical device Standards Order No. 3
 - AS EN 556.1-2002: Sterilisation of medical devices - Requirements for medical devices to be designated "STERILE" - Part 1: Requirements for terminally sterilised medical devices.
 - AS ISO 11135-2002: Medical devices - Validation and routine control of ethylene oxide sterilisation.
 - AS ISO 11137-2002: Sterilisation of health care products - Requirements for validation and routine control - Radiation sterilisation.
 - ISO 11134: 1994: Sterilisation of health care products - Requirements for validation and routine control - Industrial moist heat sterilisation.
 - AS ISO 14160-2002: Sterilisation of single-use medical devices incorporating materials of animal origin - Validation and routine control of sterilisation by liquid chemical sterilants.
 - TGA Guidelines for sterility testing of Therapeutic Goods – 2002 and/or Essential Principle 13 (EP13).
 - EN 868-1: 1997: Packaging materials and systems for medical devices which are to be sterilised - Part 1: General Requirements and test methods.
 - EN ISO 11737-1: 2006: Sterilisation of medical devices – Microbiological methods – Part 1: Determination of a population of micro-organisms on products.
 - EN ISO 11737-2: 2000: Sterilisation of medical devices – Microbiological methods – Part 2: Tests of sterility performed in the validation of a sterilisation process.
 - ISO 13408-1: 1998: Aseptic processing of health care products – Part 1: General requirements.
 - ISO 14937: 2000: Sterilisation of health care products – General requirements for characterisation of a sterilising agent and the development, validation and routine control of a sterilisation process for medical devices.
 - EN ISO 17664: 2004: Sterilisation of medical devices – Information to be provided by the manufacturer for the processing of re-sterilisable medical devices.
- 1.1.3 For all items detailed within the Pricing Schedule, the following criteria should be detailed:
- Full Name of Tenderer + Trading Name (if different)
 - Manufacturer/ Brand Name of Product

- Tenderer's Product Description (Unique)
- Tenderer's Item Product Code
- 'GTIN Number' (Global Trade Item Number).
- 'Is GST Applicable' (Y/N)
- 'List Price FIS \$AUD per Order Unit (Ex GST)'
- 'Discounted Price FIS \$AUD per Order Unit (Ex GST)'
- Tendered rate per Order Unit'.
- 'Quantity per Order Unit'.
- 'Minimum Order Quantity'.
- 'Import Content (%)'.
- 'Country of Origin'.
- 'Packaging Compliant with EP13'?
- 'All labelling of all products specified complies with TGO 37 or Therapeutic Goods (medical Devices) Regulations 2002'?
- 'TGA inclusion'?
- 'If YES, please state TGA Number'?
- "CE listing"?
- 'If YES, please state CE Listing'?
- 'Is this product currently on a NSW contract'?
- 'If YES please state Contract Number'?
- 'If YES please state Category Number'?
- If NOT on contract but IN USE please state:- Where ?(i.e. Qld, WA) and provide details and reference
- 'Does the product contain latex'?
- If YES the product does contain latex? (If yes, please state where).
- Does the Packaging contain latex'? (If yes, please state where).
- If YES the product does contain latex? (If yes, please state where).
- Does the Product state "Single Patient Use" or "Single Use"
- 'Does the Packaging state "Single Patient Use" or "Single Use"
- 'Is the Product Sterile'?

2 Packaging

2.1 All packaging shall comply with Therapeutic Goods Order 37 and/or Essential Principle 13 in Schedule 1 of the Therapeutic Goods Medical Devices Regulations (2002) as applicable. Packaging being:

- Sufficiently robust packaging to protect the contents from damage and contamination during normal storage, transport and handling.
- The product's sterility shall be indicated on each unit.
- Inner packaging to provide safe protection from accidental injury to user.

- 2.2** Global Trade Identification Numbers (GTIN) must be submitted for each product offered.

3 Additional Items

- 3.1** Tenderers have the opportunity to offer additional items not list under any of the specific categories being called for under the RFT. Additional items can include whole of range of product groups, being Endo-surgical Equipment & Accessories + Single Use Staples are to be listed at Category 6 of the Pricing Schedule Part C2.
- 3.2** Tenderers are not permitted to offer products that are covered under an existing NSW State contract, other than Contract 3004 – Endo-surgical Instruments & Accessories.

4 Item Specifications and Pricing Schedule Listing

- 4.1** Tenderers are to offer products in accordance with the item specifications listed in each category of the Pricing Schedule, Part C2.
- 4.2** Listed below are the specific item descriptions that have been included in this RFT.

Product Group 1 - Endo Surgical Equipment & Accessories + Single Use Staples:

Category 1: Non endoscopic Staplers, Reloads, Clips & Fasteners

Category 2: Endoscopic Staplers, Reloads, Clips & Fasteners

Category 3: Trocar and Cannula

Category 4: Endoscopic Instruments

Category 5: Accessories

Category 6: Additional Items, not listed in an above category that fits with the requirements of this RFT. (May include configuration of kits and/or Trocar kits).