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FOR YOUR INFORMATION - TO HELP YOU DECIDE WHETHER TO  
PARTICIPATE IN THIS RFT AND THEN BECOME A PROSPECTIVE  
TENDERER**

## **Please read and Note:**

This file is provided on the Commerce tenders web site when the Request For Tender (RFT) document is issued in Dmax Lite format.

This file contains (below) a brief scope statement and extracts from the RFT documents, but is not a complete RFT document and does not contain the responsible questions.

To participate in this tendering process you MUST first return to the Commerce tenders web site:

<https://tenders.nsw.gov.au/commerce>

Then from the RFT web page (see RFT number below) download a full copy of the RFT documents, including the responsible components, and also any addenda issued to date; and also during the tender period.

Copy/Save the RFT documents to your own computer drive or network location – the blue “DOWNLOAD A SOFT COPY” link at the bottom provides access to the page from which you can do this.

## **DmAX Lite Software**

You will need to have a current licensed copy of the Dmax Lite 5.1 software to read, complete, and respond to the RFT with your tender. If you do not currently have such a licensed copy it can be optionally purchased and downloaded when downloading the full RFT documents from the tenders web site.



**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 (RFT) 0701491**

**Food Services**

**01/04/2008 to 31/03/2011**

**Tender Issue Date: 26/11/2007**

**Closing Date: 09/01/2008**

**Closing Time: 9:30 am Sydney Time**

**Note:** In order to respond to this RFT tenderers must have a current license for DMax Lite software. Licenses can be purchased through NSW Procurement | eBusiness Solutions Support Desk at:

[eBS\\_SupportDesk@commerce.nsw.gov.au](mailto:eBS_SupportDesk@commerce.nsw.gov.au) or 1800 003 985

at a cost of \$110 (inclusive of GST) (representing the DecisionMax license fee). This provides 12 months unlimited application to any Tender formatted in TenderMax Pro. It is anticipated that most RFTs released by the SCCB will be in this format.

Alternatively, in downloading this RFT you can follow the prompts to confirm your request and purchase of the DMax Lite software and be issued with your Digital Registering Key to commence preparing your tender submission in the appropriate format.

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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:

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NSW Procurement – Contracting Services  
NSW Department of Commerce  
McKell Building  
2-24 Rawson Place  
Sydney NSW 2000  
Tel: (02) 9372 7504  
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# Food Services

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# PART A Tender Conditions - The Requirement and Specifications

## 1. Outline Description of the Requirement

### 1.1 Introduction

This Request For Tender ("RFT") is made by the State Contracts Control Board ("the Board") for the supply to Eligible Customers of the Deliverables defined in this RFT and detailed in the Specification.

The objective of this RFT is to establish arrangements for the supply of a broad range of food service products that provide the required level of food safety, choice, quality, pricing and performance and deliver value to all customers and suppliers through supply chain efficiency, flexibility and transparency of management processes.

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

### 1.2 Outline of the Requirement

This RFT covers the supply and delivery of the Food Service products across a broad range under categories that are set out in Annexure 1 to this Part A

The Deliverables are to meet the complete food requirements of Eligible Customers for Whole of Government. Eligible Customer organisations are typically food service operations such as hospitals, correctional centres, aged care, education and recreation facilities. Customers are of varying sizes and include government agencies, state owned corporations and not for profit organisations. Customers may be located anywhere in NSW but broadly align with the NSW population demographics. The table at Annexure 2 to Part A provides an indication of the concentration of customer organisations across NSW and expenditure profile by categories.

Contract(s) will be established with the successful tenderer(s) for their entire range of Deliverables under the category awarded. The required level of coverage from tenderers for both product range and geography varies between categories.

Tenderers are encouraged to tender for one or more categories of Deliverables.

Pricing is required on a "free-in-store" basis for items within defined baskets which represents a large percentage of expenditure within each category.

Tenderers are encouraged to provide in their tenders discounts related to volume tiers and/or agency commitment in order to influence allocation of market share under the contract.

### 1.3 Additional items

Tenderers are encouraged to submit offers for additional items that meet the Specifications and that may be included under the tendered category(s).

A list of additional items related to the Deliverables tendered must be submitted in the format required by clause 5.1 (Price Schedule) of Part A.

## 2 Summary information for tenderers

### 2.1 Interpretation

- 2.1.1 Definitions of terms used in Parts A-C are contained in clause 6 of Part B

### 2.2 Structure of Request for Tender

- 2.2.1 This Tender is structured in the TenderMax Pro format.

TenderMax Pro is an e-sourcing application designed to fully automate the tendering process introducing best practice processes in Electronic Tender production, submission and evaluation.

- 2.2.2 This RFT is made up of four Parts as follows:

#### **Tender Conditions**

Part A: The Requirement and Specification;  
Part B: The Tender Process;

#### **Response to be completed by Tenderer**

Part C: Tender Response, to be completed by the Tenderer.

#### **Conditions of Contract**

Part D: Deed of Agreement

Once the responses are completed by the Tenderer, these form the Tender, and are to be submitted in accordance with Parts A, B and D.

### 2.3 Contact Officer

- 2.3.1 Refer requests for information or advice regarding this RFT to:

Name: Rajesh Sachdeva  
Phone: (02) 9372 7611  
Fax: (02) 9372 7633  
E-mail: [rajesh.sachdeva@commerce.nsw.gov.au](mailto:rajesh.sachdeva@commerce.nsw.gov.au)

- 2.3.2 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.

### 2.4 Industry Forum

- 2.4.1 An Industry Forum was held prior to release of this document to advise potential tenderers about the procurement objective, the Deliverables, the Requirements, the tender process and terms and conditions of the contract(s) proposed to be established following completion of the tender process. The officers of NSW Procurement – Contracting Services were available at that time to answer any queries regarding this RFT and the tender process.

The concerns raised during and after the industry Forum were considered and incorporated in this document wherever considered appropriate.

### 2.5 Nature and duration of contract



- 2.5.1 The Requirement is to be met by a Standing Offer agreement contained in a deed of agreement between the Board and the successful tenderer(s) on the terms and conditions contained in Part D.
- 2.5.2 The Standing Offer agreement will be for a term of three (3) years and may be extended up to two (2) further term(s), each of up to twelve (12) months at the option of the Board.

## **2.6 Non-exclusive Standing Offer agreement**

- 2.6.1 The Board reserves the right to appoint more than one Contractor to supply the Requirement or a part of the Requirement, at any time and from time to time.
- 2.6.2 The Board reserves the right to issue a further RFT during the term of the Standing Offer agreement for an additional intake of suppliers for the remaining term of the Standing Offer agreement for the supply of the Requirement or part of the Requirement covered by this RFT.

Suppliers appointed during any such additional intake will have to meet the same terms and conditions and will be subject to the same evaluation criteria as for this RFT except for the tender issue and closing dates and the agreement period.

## **2.7 Eligibility to tender**

- 2.7.1 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 a deed of agreement with the relevant legal entity or entities.
- 2.7.2 The Board may ask a tenderer to provide evidence of its legal status or capacity to contract. If an entity proposes to contract in its capacity as trustee, such evidence may include copies of the relevant trust deeds. Any evidence requested is to be provided within 3 working days of the request.
- 2.7.3 The Board reserves the right to reject any Tender if the Board judges the tenderer not to have appropriate financial assets.
- 2.7.4 In the event that the Board forms the view that the tenderer's financial position appears to be marginal, the Board reserves the right to make acceptance of any Tender conditional upon the tenderer providing a bank guarantee, parent company or personal guarantee, or submitting an unconditional performance bond in a form satisfactory to the Board.
- 2.7.5 Tenderers must read, understand and comply with the requirements of the Commerce Business Ethics Statement, which is available at the link below:

<http://www.commerce.nsw.gov.au/About+Commerce/Business+ethics+statement/Business+ethics+statement.htm#commerce>

Tenderers must disclose any actual or potential conflict of interests (including any relevant relationships) in the Tender Response.

The Board will consider any disclosure and will only enter a deed of agreement with tenderers that do not have improper conflict of interests. If, after a deed of agreement has been executed, the Board becomes aware that a successful tenderer has an improper conflict of interest, then the Board reserves the right to terminate the agreement.

## 2.8 Other Eligibility Requirements

- 2.8.1 The Board will only enter into an agreement with a company that has an Australian Business Number and is registered for GST. Generally, Tenderers must be registered for GST and state their ABN in their Tender Response.
- 2.8.2 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.
- 2.8.3 Other requirements:
- Tenderers should have minimum amounts for Broad Form Liability Insurance Policies as follows:
- (a) **Public Liability** Insurance Limit of Indemnity of \$20,000,000 for all categories and
  - (b) **Product Liability** Insurance Limit of Indemnity of \$50,000,000 for Category 3 (Bacon, Ham and Smallgoods), Category 5 (Carcase, raw and cooked meat and poultry) and Category 7 (Fresh milk and fresh dairy products)
  - (c) **Product Liability** Insurance Limit of Indemnity of \$20,000,000 for all other categories of foods.

## 3. Submission of Tenders

### 3.1 General instructions for submission of Tenders

- 3.1.1 A Tender must be prepared using DMax Lite software and be fully received by the Closing Date and Closing Time.
- 3.1.2 In order to prepare and lodge a response, tenderers must have a current license for the DMax Lite software being used. DMax Lite is the application required to participate and respond to any RFT published in the TenderMax Pro format.
- 3.1.3 A Tender must be lodged electronically to the electronic tender box in accordance with this RFT, through the NSW Department of Commerce eTendering website at:

<https://tenders.nsw.gov.au/commerce>

Tenderers must locate the web page for "RFT 0701491" and then follow the instructions to lodge the tender using the blue "LODGE A RESPONSE" link.

## 4. Evaluation of Tenders

### 4.1 General

- 4.1.1 Tenders will be assessed against the selection criteria listed below, which are not in order of significance. The selection criteria are not necessarily exhaustive nor to be given equal weight.

- 4.1.2 The selection criteria for this RFT that relate to price will account for 50% of the total evaluation score. The selection criteria for this RFT that do not relate to price will also account for 50% of the total evaluation score.
- 4.1.3 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 selection criteria listed in this RFT.
- 4.1.4 **If any criterion or sub-criterion is stated to be “mandatory,” a failure by the Tender to fully comply with that criterion or sub-criterion may result in automatic exclusion of the Tender from further consideration. Mandatory criteria include those in which mandatory language such as “must” or “shall” is used.**

## 4.2 Selection criteria

- (1) Price
- (2) Non Price Factors which include:
  - (a) Category(ies) tendered, range of products under each category tendered and distribution coverage
  - (b) Fitness for Purpose including compliance with legislation and standards for food safety, quality standards, quality assurance and HACCP requirements
  - (c) Delivery considerations
  - (d) Discounts for volume, agency commitment, early payments, sole contractor, bulk orders, consolidated electronic invoicing
  - (e) Capacity and Capabilities to perform the Standing Offer agreement including for the following:
    - I. Production, Technical, Sourcing
    - II. Human resource
    - III. Financial
    - IV. Warehousing and inventory management
    - V. Distribution systems and network
    - VI. Support service levels including availability of Help Desk, in-service education and training
    - VII. Suitability of sub-contractors
    - VIII. Current commitments
    - IX. Record of ethical behaviour in service delivery
    - X. Reporting
    - XI. Capacity and capability to facilitate electronic commerce through smartbuy® including electronic invoicing and consolidation of invoices and online ordering
    - XII. Marketing
  - (f) Substantial compliance with the proposed conditions of the deed of agreement set out in Part D.
  - (g) 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. Small to Medium Enterprise (SME) involvement
    - VI. Regional development activity

- VII. Existing industry development activity and proposed new investment
- VIII. Export potential and / or import replacement
- IX. Innovation
- X. Occupational Health and Safety
- XI. Environmental Policy

**It is the tenderer's responsibility to read in Part C policy considerations relevant to this RFT. Tenderers are required to respond to the policy questions provided in Part C.**

- (h) Previous experience and standard of performance
- (i) Compliance with other Board Requirements, including insurance requirements
- (j) Compliance with Specifications

## 5. Preparation of Tender – Price Schedule

### 5.1 Selected Price Schedule for Categories from 1 to 8

- 5.1.1 Tenderers must complete the **Selected** Price Schedule that is contained in Part C to this RFT and return it as part of their Tenders. The Price Schedule requires that each Deliverable be priced as a discrete item that can be separately ordered.
- 5.1.2 The Price Schedule must contain the following information in respect of each Deliverable:
  - a) Tenderer's Name
  - b) Tenderer's Product Code
  - c) Product Description
  - d) Brand
  - e) Manufacturer's Product Code
  - f) Manufacturer's Name
  - g) Product Ordering Unit
  - h) Minimum Order Quantity
  - i) Whether or not GST is applicable to the tendered item
  - j) FIS Tender Price for each ordering unit (exclusive of GST)
  - k) Additional Comments
- 5.1.3 The Selected Price Schedule is only for the purpose of calculating the total value of the category basket. Tenderers should submit offers for as many of the required Deliverables as they choose in the Price Schedule in Part C in line with the specified requirements.
- 5.1.4 The total cost of a Tender will be determined by reference to a selected basket of the Deliverables that are expected to be most often ordered or represent the greatest value in turnover.
- 5.1.5 Every Deliverable listed in the Selected Price Schedule will be used to evaluate the total cost of the Tender. If a Tenderer fails to provide a price for any Deliverable listed in the Selected Price Schedule, a notional price will be applied, equivalent to the highest price offered for that Deliverable by the other Tenderers.
- 5.1.6 In completing the Selected Price Schedule, Tenderers must endeavour to offer items exactly as described in that Price Schedule. If another item is offered,

which the tenderer claims to be of equivalent quality to the specified product, the Board may seek further information from the Tenderer in order that the Board can make a determination as to whether that item is of equivalent quality. If it is determined that the alternative item is not of equivalent quality, at the Board's discretion, the Tender Price for that item may be adjusted to ensure equality of evaluation of all Tenders or the Board may reject the item.

## **5.2 Price Schedule for Domestic Delivery Services (Category 9)**

- 5.2.1 Tenderers must indicate the range of products offered in accordance with Requirements and Specifications included in Annexure 1 to Part A
- 5.2.2 The Price Schedule is to be based on the tenderer's trade price list. Tenderers must submit an electronic copy of the Price List in Part C with their Tender.
- 5.2.3 Tenderers must provide a Price List including the name and date of the Price List and official price list number.
- 5.2.4 The Tender Price shall be, in the case of each Deliverable offered, the tenderer's current price specified in the Price Schedule less a Government Discount from list price.
- 5.2.5 In calculating the Government Discount from list price offered, tenderers should take account of the specified method of calculating the Tender Price in clause 5.3.
- 5.2.6 Tenderers must state in Part C the amount of the Government Discount on the list price and whether the list prices are before or after the Government Discount.

## **5.3 Calculating the Tender Price**

### **5.3.1 General**

- 5.3.1.1 The Tender Price must:
  - (a) Be in Australian dollars;
  - (b) Cover all costs of performing the Standing Offer agreement;
  - (c) Include costs of delivery as specified in clause 5.3.2 of this Part;
  - (d) Include costs of packaging as specified in clause 5.3.3 of this Part;
  - (e) Include the Management Fee (see clause 6.11 of Part D), which is not to be shown as a separate charge to Customers;
  - (f) Include all costs associated with the preparation and submission of the Tender;
  - (g) Include any Government Discount, or Government Discount from list price which applies;
  - (h) Exclude all other discounts
- 5.3.1.2 The Tender Price is a maximum (ceiling) price that cannot be exceeded during the term (including any extension of the term) of the Standing Offer agreement unless price variation is provided for in this RFT.
- 5.3.1.3 If a successful tenderer has a temporary or periodical special offer, which is lower than the Tender Price, this should be made available to all Eligible Customers promptly, and prior notification to the Board is not required. This does not apply to permanent price decreases that shall be submitted to the Board for approval in accordance with the terms and conditions of Part D.

### 5.3.2 **Delivery Charges**

- 5.3.2.1 The Tender Price must be Free Into Store (FIS) (inclusive of costs of delivery) in accordance with any requirements stated in the Specification.
- 5.3.2.2 Delivery will be required as soon as possible within the guaranteed delivery time, after placement of orders. Tenderers shall state in Part C, the delivery time they are prepared to guarantee to complete orders for reasonable quantities of each item tendered. Contractors are required to maintain adequate stocks to be able to satisfy orders for reasonable quantities within the guaranteed delivery time. Tenderers are to note that delivery times tendered will be a factor in the evaluation of tenders.
- 5.3.2.3 Any conditions associated with delivery such as minimum orders, delivery frequency or delivery surcharges must be defined for tendered regions.
- 5.3.2.4 Contractors are obliged to notify the Customer (who placed the order for the Goods) immediately and in any event in not more than 24 hours, of any item on an order that cannot be supplied within the guaranteed delivery time.
- 5.3.2.5 If the Contractor is unable to provide Deliverables for any reason, the Contractor must arrange for the supply of equivalent products from an alternative supplier within the guaranteed delivery time. The Contractor is to liaise with the Customer to ensure that the alternative product is acceptable and meets the Customer's needs.
- 5.3.2.6 In the event that there is an additional cost in arranging the alternative supply referred to in clause 5.3.2.4 and the contract is awarded on the basis of FIS prices, the additional cost is to be borne by the Contractor.

### 5.3.3 **Packaging charges**

- 5.3.3.1 The Tender Price must be inclusive of costs of suitable packaging in accordance with any packaging requirements stated in the Specification. Further, the Tender price is to provide for goods to be suitably packed to ensure safe transportation to their destination. Packs are to show details of contents and country of origin.

## 5.4 **Firm Price Period and Price Adjustment**

- 5.4.1 The Tendered Prices are required to be firm for the period indicated below for each category. However, longer periods for firm prices will be preferred.

Category	Description	Period for Firm Prices
1	Grocery products	6 Months
2	Juice	6 Months
3	Bacon, Ham and Smallgoods	3 Months
4	Fresh and prepared fruit and vegetables	3 Months
5	Carcase, raw and cooked meat and poultry	3 Months
6	Fresh Bread and bakery products	12 Months
7	Fresh milk and fresh dairy products	6 Months

8	Water and	12 Months
	Dispensing equipment	36 months
9	Domestic Delivery Service	N/A

The tenderer will be asked to confirm in Part C, the period for firm prices.

- 5.4.2 Prices shall be subject to review at the end of the agreed period and each similar period of the Standing Offer agreement including for any extension period following based on variations in **CPI indices** defined in the Price Schedule for each category on the basis of the formula given below.

The algorithm for new Contract price is:

$(\text{Closing index}) / (\text{Opening index}) \times \text{Current Contract Price}$

- 5.4.2.1 Price adjustment will be based on the CPI market indices for food for Sydney supplied by Australian Bureau of Statistics (ABS) contained in 6401.0 TABLE 13. CPI: Groups, Sub-groups and Expenditure Class, Index Numbers by Capital City available from <http://www.abs.gov.au/AUSSTATS/abs@.nsf/DetailsPage/6401.0Sep>
- 5.4.2.2 Product groups will be clearly linked to specific indices so that price amendment can be performed in a fair and efficient manner that is reflective of market trends.  
The specific indices for each sub-category or product are provided in the price response schedule.
- 5.4.2.3 ABS makes data available on 24<sup>th</sup> of the month following the quarter.

Reporting Period	Available
Mar Qtr (Jan to March)	24 April
Jun Qtr (April to June)	24 July
Sep Qtr (July to Sep)	24 Oct
Dec Qtr (Oct to Dec)	24 Jan

For example, in the case of 3 month price review, the first price review will be conducted in June based on available data leading up to the Mar Qtr, for prices to take effect from Jul 1, 2008.

In the case of 6 month price review, the first price review will be conducted in Sept based on available data leading up to the June Qtr, for prices to take effect from Oct 1, 2008.

In the case of 12 month price review, the first price review will be conducted in Mar 2009, based on available data leading up to the Dec Qtr, for prices to take effect from Apr 1, 2009.

- 5.4.3 The successful tenderer(s) will be provided with the opportunity to apply for a price adjustment of items after the agreed period. Price adjustment of any items will be at the discretion of the Board in accordance with clause 3.5 of Part D.
- 5.4.4 Further, the Board must be satisfied that the prices for items that are offered to Customers during the term of the contract are no less favourable than the prices paid by any other purchaser of substantially similar goods and services and the Board may require the Contractor to provide information to substantiate that the prices offered to Customers are no less favourable than the prices paid by any other purchaser of substantially similar goods and services.

- 5.4.5 The Prices may only be updated on the first working day of any month during the term of the Standing Offer agreement, however it will be the responsibility of the Contractor to provide electronic notification to the Board and the Contractor's Customers of revised prices at least five working days before their effective date. The updated Price Schedule will only be effective if the delegate of the General Manager, Contracting Services and the Contractor's Customers have received the updated Price Schedule electronically at least five (5) working days before the first working day of the month. The Board reserves the right to terminate the Standing Offer agreement or to unilaterally vary it by deleting relevant items from the Price Schedule if it deems the increase in the prices to be excessive.
- 5.4.6 Prices charged for individual orders shall be based on the approved prices at the date of placement of the order. In other words, the price against individual orders is "firm" even if delivery occurs after the effective date of the new list price.
- 5.4.7 Tenderers will have to demonstrate cost component movement in writing with sufficient documentation and substantiation to the satisfaction of the Board for price variation approval when a review period falls due.

## **5.5 Discounts**

- 5.5.1 Tenderers must provide in Part C full details of any discounts that will apply to the Tender Price. These discounts are separate from and do not include any Government Discount, or Government Discount from list price, which, if either applies, are incorporated in the Tender Price.
- 5.5.2 This tender is for the establishment of a standing offer arrangement and the Board makes no specific commitment to volumes, however stated contract sales revenues and likely panel size provide an indication of available sales volumes.
- 5.5.3 Tenderers will be assessed on the level of discounts offered including those associated with volume based thresholds, specific agency commitment, early payments, sole contractor, bulk orders, consolidated electronic invoicing.
- 5.5.4 Where multiple discounts are provided in Part C, they will be applicable as discrete discounts in all cases.
- 5.5.5 Where benefits exist, Eligible Customers may be able to introduce compliance measures to increase the amount of business allocated to a specific panel contractor within a category over time, possibly delivering lower costs and potentially greater profits to contractors.

## **5.6 GST Free or Input Taxed Supplies**

- 5.6.1 Tenderers must identify and state the value of any GST Free or Input Taxed Supplies to be made under the Standing Offer agreement.

## **5.7 Minimum Tender validity period**

- 5.7.1 Subject to clause 5.4 above, Tenders must remain open for acceptance for a period of at least six (6) months from the Closing Date and Time for Tenders. Tenderers must state in Part C, if their Tenders will remain open for any longer period.



# ANNEXURE 1 TO PART A

## Requirements and Specifications

### 1. Background

NSW Government agencies provide a wide range of front line services that have a high dependency on safe, reliable and efficient supply of food products. These organisations include hospitals, correctional centres, aged care homes, education and recreational facilities, local, State and Commonwealth agencies, charitable and Not for Profit Community Organisations as well as some essential and emergency services.

The Board has supported these business requirements with a range of contracts providing suitably qualified suppliers of food products and services. Utilisation of existing Board food contracts has been high with over \$90million purchased from 33 suppliers across 4 contracts. Contracts have current expiry date of 31 Mar 2008.

Current Contract	Spend <sup>1</sup> (\$m pa)	# Suppliers	# Catalogue Items
801 Food service	71	13	5,028
819 Meat & Poultry	13	12	1,045
807 Bread & Bakery	7	1	35
3007 Bottled Water	2	7	41
Sub-total	93	33	6,149

<sup>1</sup> Expenditure data: Supplier returns (June Qtr 2006-Mar Qtr 2007)

NSW Government agencies are continually reviewing food service operations to reduce total cost and enhance front line service delivery. In some cases these reviews consider issues such as operations models (in-source/out-source), production focus (make/buy), supply chain models (direct/depot), product design (raw material/finished good), branding (premium/generic) as well as streamlining of associated procure-to-pay processes.

Similarly there are significant changes occurring in the supply market place including forces of globalisation, supply and demand, product design and supply chain reform that provide opportunities for enhanced outcomes.

NSW Contracting Services together with major client agencies has identified business requirements and strategies to enhance value to customers and suppliers, engage market, evaluate tenders, transact business information and drive change to deliver value over time.

### 2. Description of Requirement

#### 2.1 Requirements

Contracting Services, acting on behalf of the State Contracts Control Board ("the Board") invites tenders for the supply and Free-Into-Store delivery of a range of products to Eligible Customers.

The Board wishes to establish standing offer agreement (s) that will meet the complete food supply and delivery requirements for Eligible Customers across a broad range of products that includes but is not limited to the categories defined in 2.2.

## 2.2 Categories

Tenderers may offer to supply one or more of the categories listed below.

Category	Category Description	Product range
1	Grocery products	Full range
2	Juice	Full range
3	Bacon, ham and smallgoods	Full range
4	Fresh and prepared fruit and vegetables	Part range or Full range
5	Carcase, raw and cooked meat and poultry	Part range or Full range
6	Fresh Bread and bakery products	Part range or Full range
7	Fresh milk and dairy products	Full range
8	Water and Dispensing equipment	Part range or Full range
9	Domestic delivery service	Full range

The term “Product range”, refers to the extent of range that must be tendered for each category. More specifically

- Full range category: tenderers must tender approximately 90% of the product items for each sub category where specified in the Price Schedule or in the case of Category 1 for Grocery products approximately 90% of all the sub-categories defined in the Price Schedule .
- Part range category: tenderers must tender approximately 90% of the specified product items defined within each tendered sub-category specified in the Price Schedule.

Contract(s) will be established with the successful tenderer (s) for their range of products within the nominated category and scope of range. Tenderers may submit offers for more than one category. From time to time, contractors may be required, by negotiation to source and supply additional products outside of the existing range.

The Principal may, at the sole discretion of the Principal, upon request of a Contractor, permit a Contractor to supply tendered items under a different sub-category or category or region than that nominated in the tender provided that the contractors first demonstrate compliance with conditions that apply to those category/ies including but not limited to food safety, insurance, service levels, as well as demonstrated benefits to Government in terms of price or service. The intended arrangement is that Contractors may apply to supply tendered products under different categories of the Contract for example a Grocery supplier may be able to supply dairy products as Grocery Items or Dairy Items

## 2.3 Regions

Tenderers must offer to supply to the regions designated in table below

Category	Description	Supply region
1	Grocery products	Whole of state
2	Juice	Whole of state
3	Bacon, ham and smallgoods	Whole of state
4	Fresh and prepared fruit and vegetables	Regional or whole of state
5	Carcase, raw and cooked meat and poultry	Regional or whole of state
6	Fresh Bread and bakery products	Whole of state
7	Fresh milk and dairy products	Regional or whole of state
8	Water and Dispensing equipment	Regional or whole of state
9	Domestic delivery service	Regional or whole of state

The term “ Supply region”, refers to the extent of regional coverage that must be tendered for each category. More specifically;

- Whole of State: tenderers must supply products to customers in all NSW local government regions.
- Regional: tenderers may supply products to customers in specified NSW local government regions or elect to supply to whole of state.

For the purposes of this tender, NSW is divided into five regions which are each defined by the local government areas included within the boundaries:

#	Region	Local Government Areas
1	Sydney metropolitan	Ashfield, Auburn, Bankstown, Baulkham Hills, Blacktown, Botany Bay, Burwood, Camden, Campbelltown, Canada Bay, Canterbury, Fairfield, Holroyd, Hornsby, Hunters Hill, Hurstville, Kogarah, Ku-Ring-Gai, Lane Cove, Leichhardt, Liverpool, Manly, Marrickville, Mosman, North Sydney, Parramatta, Penrith, Pittwater, Randwick, Richmond, Rockdale, Ryde, South Sydney, Strathfield, Sutherland, Sydney City, Warringah, Waverley, Willoughby, Windsor, Wollondilly, Woollahra.
2	Illawarra/ Southern Tablelands	Canberra, Kiama, Port Kembla, Shellharbour, Shoalhaven, Wollongong
3	Central Coast/ Hunter	Cessnock, Gosford, Lake Macquarie, Maitland, Muswellbrook, Newcastle, Port Stephens, Singleton, Wyong.
4	Central West	Bathurst, Blue Mountains, Hawkesbury (excluding Richmond and Windsor), Lithgow,
5	Other	All other areas of NSW

Tenderers are expected to supply to all eligible customer locations within the tendered regions in line with the following conditions:

- For regions 1, 2, 3 and 4, full regional coverage is mandatory
- For region 5, part region coverage will be accepted but boundary limitations must be defined at the time of tender.

## 2.4 Consumption Data

Consumption data is provided at either category, group or item level to support the tendering process and it's application within certain categories is influenced by the number of units supplied in that category, the specificity of the pricing response and availability of data.

Consumption data is supplied in Annexure 2 to Part A

## 2.5 Samples

Samples of Deliverables may be called for evaluation before award of contracts. If samples are requested they must be supplied within 5 working days of the request to the location nominated in the letter of request. No samples should be submitted with the tender.

All costs incurred in relation to the preparation, delivery and subsequent collection of samples shall be borne by the tenderer.

## 2.6 Margins

Price is understood to be based on base product cost (purchase or produce) + margin to cover costs of logistics, selling and profit.

It is recognised that differing product categories supplied through different supply chains (dry, chill, frozen) may attract varying margins.

Tenderers are requested to provide in Part C details on the average margin applied for each category of goods based on whether goods are dry, chilled or frozen before any discount is applied

The margin data is for the use of the Department of Commerce only and will be commercial in confidence in nature

Category	Description	Dry	Chill	Frozen
1	Grocery products	%	%	%
2	Juice	%	%	
3	Bacon, ham and smallgoods		%	
4	Fresh and prepared fruit and vegetables	%	%	%
5	Carcase, raw and cooked meat and poultry	%	%	%
6	Fresh Bread and bakery products	%		
7	Fresh milk and dairy products	%	%	
8	Water and Dispensing equipment,	%		
9	Domestic delivery service	%	%	%

## 2.7 Volume based discounts

Compressible cost and margin is understood to be heavily influenced by total sales volumes through a contract

Decisions that lead to allocation of greater sales volumes to specific contractors during the contract, will be heavily influenced by discount structures that are offered at the time of tender along with other relevant performance criteria.

Tenderers are requested to provide in Part C details regarding the discounts that will be provided when total contract sales reach defined thresholds

Category	Description	Quarterly sales thresholds (\$'000 per quarter)						
		Under 250 to	251 to 500	501 to 1000	1001 to 2000	2001 to 5000	5001 to 10000	10001 to 15000
1	Grocery products							
2	Juice							
3	Bacon, ham and smallgoods							
4	Fresh and prepared fruit and vegetables							
5	Carcase, raw and cooked meat and poultry							
6	Fresh Bread and bakery products							
7	Fresh milk and dairy products							
8	Water and Dispensing equipment,							
9	Domestic delivery service							

## 2.8 Agency based discounts

In some cases, contractors may value purchasing or logistics profiles of specific agencies and target discounts accordingly to influence contract sales allocations within the contract.

If specific agency discounts are to be provided, these discounts are considered to be in addition to any volume based discounts provided,

Tenderers are requested to provide in Part C, details regarding the discounts that will be provided for specific agency commitments.

### 3. General Specifications

The following general specifications apply to all food and products supplied for all the categories under this contract. These are in addition to any detailed specifications listed under the specific category. Where the general specification conflicts with the specific specification for each category the specific specification will take precedence.

The Specifications detail the key components of the total food service envisaged by the Board which should be regarded as the minimum requirement. Tenderers are strongly encouraged, along with conforming tenders, to submit alternative tenders offering value-added services, additional product ranges and alternative source and supply solutions.

#### 3.1. Food Safety

- All products supplied shall comply in all respects with the provisions of any statutes, rules and regulations relating to food safety, foods, weights and measures of all relevant statutory authorities of any state or territory of the Commonwealth of Australia which may include but is not limited to the following regulations or subsequent amendments:
  - 1) Food Standards Australia New Zealand Act 1991
  - 2) NSW Food Act 2003
  - 3) NSW Food Regulations 2004
  - 4) NSW Food Production (Safety) Act, 1998
  - 5) FSANZ 3.2.1 Food Safety Programs
  - 6) FSANZ 3.2.2 Food Safety Practices and General Requirements
  - 7) FSANZ 3.2.3 Food Premises and Equipment
  - 8) FSANZ 1.3.1 Food Additives
- Tenderers should describe details of other quality assurance programs that conform with the NSW Food Act 2003 and the FSANZ Food Standards Code.
- Food products must be stored, processed, handled and transported in a manner that presents the least possible opportunity for contamination.
- All food products supplied shall be manufactured in premises that are licensed by Safe Food Australia or an other applicable regulatory authority;
- Tenderers must demonstrate that they have in place or purchase from manufacturers that have a comprehensive food safety program, preferably based on the principles of HACCP (Hazard Analysis Critical Control Point). Tenderers must submit copies of the certificates and/or relevant documents to demonstrate their food safety programs.
- The successful tenderer(s) shall give access to customers to the results of microbiological testing for any products and the results of third party audits or internal monitoring of the respondent's HACCP or equivalent program, as and when requested.
- Only approved food preservatives/additives shall be used in the products supplied.

#### 3.2 Delivery

- Tenderers are encouraged to provide distribution solutions in order to offer a comprehensive delivery service to contract customers. Details of the facilities and

proposed methods of distribution should be described in the offer, eg own fleet/sub-contractor/agent/rail etc.

- Tenderers shall tender on the basis of delivery free into store (FIS) throughout the region/s tendered
- Deliveries should be available 5 days per week including public holidays for metropolitan areas and minimum 2 days per week outside metropolitan areas. Specific days shall be negotiated with, and agreed to by, the customer.
- Specific delivery times shall be within the operating hours of the customer's facility and negotiated with, and agreed to by, the customer.
- The lead time for standard deliveries should be twenty-four (24) hours in metropolitan locations and forty-eight (48) hours in regional locations unless agreed with customers.
- The lead time for replacement in the event of goods being rejected for supply should be four (4) hours in metropolitan locations and twenty-four (24) hours in regional locations.
- All perishable food shall be transported and delivered in refrigerated capsules of insulated trucks at a temperature between minus 1 and plus 5 degrees Celsius.
- All products shall be transported in vehicles that are currently licensed by Safe Food NSW or an other applicable, regulatory authority
- Delivery of Frozen products must be coordinated with the customer
- All frozen food shall be transported and delivered at the correct temperature so that it remains frozen at all times.
- All chilled and frozen foods shall be transported in vehicles that have a temperature gauge that may be checked and recorded by customers at each delivery.
- The delivery staff shall be dressed appropriately and conduct themselves in a professional manner.
- Contractors are to note that assistance for off-loading goods may not be available at the delivery point.
- Contractors are also to note that deliveries to some buildings may require special access and will be responsibility of the Contractor to determine this prior to delivery.
- Goods are never to be left unattended at the receiving area.

### **3.2 Quality**

- Food products supplied shall be of best quality and have a taste, appearance and texture that are acceptable to contract customers.
- The specifications shown are the minimum standard for each product and should be provided in all deliveries.
- All products shall be accepted by the customers subject to inspection and should be of the quality acceptable by the customers.
- Acceptance of delivery into store shall in no way prejudice the right of Contracting Services or the client/customer to reject any products not in accordance with contract specifications of standards.

### **3.4 Shelf Life**

- All products supplied shall have a reasonable residual shelf life unless otherwise specified and agreed to by the customer. However, all fresh products supplied shall have a minimum shelf life of 3 days.

### **3.5 Packaging**

- The tendered prices are to include the cost of normal commercial packing sufficient to ensure safe delivery and avoid loss or damage to locations shown on purchase orders.
- In all cases the Deliverables offered shall comply with the relevant Act, codes and other regulations governing packaging and labelling.
- All products shall be packed in suitable packaging which must be fit for purpose.
- All packaging shall be sound, clean, intact, strongly secured and free from mould
- Packaging shall be free of ice build up and foreign objects.
- Returnable containers, pallets, cartons and crates shall be removed by the successful tenderer(s) at their own expense within the reasonable time as agreed to by the customer.
- Packing shall be in accordance with best trade practice so as to avoid loss or damage during delivery.
- All cartons/containers shall be clearly marked so as to identify the contents and quantity.
- Total weight of packages shall be determined by the customer in accordance with prevailing OH&S and safe handling policies.

### **3.6. Labelling**

- All products supplied shall have a product description label which clearly identifies the packed on, use by and/or best before dates.
- Labelling shall conform with FSANZ labelling requirements.
- Labelling shall comply with the FSANZ Food Standards Code and the FSANZ code of practice on nutrient claims in food labels and in advertisements.
- Nutritional analysis information of products must be supplied where applicable and as requested by the contract client. It should include a nutritional analysis of meat or poultry product composition including, but not limited to, elements such as: total energy, protein, fat, carbohydrate, sodium, potassium and total sugars.

### **3.7 Substitution of product**

- During the period of the contract the Contractor shall only supply the tendered product/s approved by the Board. At no time shall the Contractor or their Sub-Contractor/Agent substitute product/s that are not to specification.
- For a product to be substituted from another source or manufacturer during the contract period the Contractor shall apply in writing and provide a sample of the product if required, all relevant information, and supporting documentation to Contracting Services. Approval of the product is subject to compliance to the tender specifications as detailed in the tender document.
- No product substitutions are permitted unless previously agreed to by the ordering officer and notification is provided to the Board. If a particular brand is out of stock then the



contractor must source or supply the products within a timeframe agreed to by the ordering officer unless alternatives are agreed upon.

- Supply of a product that is not to specification or that has been substituted without approval may lead to termination of contract.

### **3.8 Testing of Product**

During the period of the contract the Board reserves the right to request samples of the tendered product/s for inspection and testing purposes. The Board also reserves the right to appoint an approved testing authority to have access to approved product/s at all times for the purpose of testing to determine whether the product/s meet the specification as detailed in this tender document. The cost of such testing shall be borne by the Contractor should the product not meet specification.

Product/s not complying with the tender specification will have to be replaced at the Contractor's cost, these costs will include any associated work required to carry out replacement.

### **3.9 Cultural, Religious and Linguistically Diverse Foods**

Where specific foods are requested to conform to cultural, religious or linguistic requirements, the approved contractor(s) is required to have the capacity to provide for these requirements where applicable.

Cultural, Religious or Linguistic food needs are to be identified by the customer when placing an order.

## 4. Specifications for Grocery products

The general specifications listed at Section 3 above apply to all food and products supplied under this category. In addition to the general specifications, the following specifications also apply to all food and products supplied under this category.

### 4.1 Range of Products

- Tenderers should provide a list of the full range of products available.

### 4.2 Chilled and frozen

#### **Products must be transported and delivered:**

- a) between the temperatures of minus 1 and plus 5 deg Celsius for chilled foods.
- b) at a temperature no higher than –18° Celsius for frozen foods.

All contents shall be free of ice build-up and foreign objects.

### 4.3 Bottled water

Bottled Drinking Water is defined as water that is intended for human consumption and that is sealed in bottles or other containers with no added ingredients except that it may optionally contain safe and suitable antimicrobial agents.

Definitions for other products and processes contained herein shall be the same as those in the Australian Bottled Water Institute (ABWI) Model Code (November 2000).

### 4.4 Bottled Water for Essential Services

This sub category relates to water supply for providers of Essential Services such as the State Emergency Service and the Rural Fire Brigade (or other applicable Government Organisations, SOC's or State Authorities).

Specification is as follows:

- 600 ml bottles of Still Spring Water that fit easily into the pockets of standard protective clothing,
- Shrink wrapped 'pop-tops' bottles,
- Ribbed or patterned moulding for ease of handling,

Tenderers should specify minimum delivery times for orders required and in genuine emergency situations may nominate a fee for guaranteeing delivery within a specified time.

Tenderers may also specify a delivery lead time for emergency delivery

Tenderers are also invited to offer additional items that meet the specifications.

## 5. Specifications for Juice

The general specifications listed at Section 3 above apply to all food and products supplied under this category. In addition to the general specifications, the following specifications also apply to all food and products supplied under this category.

- Tenderers should provide a list of the full range of juice products available.
- All products must conform with FSANZ requirements where appropriate including but not limited to: FSANZ Standard 1.3.1 Food Additives

## 6. Specifications for Bacon, Ham and Smallgoods

The general specifications listed at Section 3 above apply to all food and products supplied under this category. In addition to the general specifications, the following specifications also apply to all food and products supplied under this category.

- Tenderers should provide a list of the full range of bacon, ham and smallgoods products available as the successful respondent will be required to supply other products beyond the core range.
- Products must be transported and delivered in accordance with the Australian Standard for the transportation of meat for human consumption 1995, (SCARM 56)
- **All products supplied shall:**
  - a) be manufactured and stored at premises appropriately licensed by Safe Food NSW or another applicable, regulatory agency;
  - b) comply with the NSW Food Production (Meat Food Safety Scheme) Regulation, 2000 or other applicable, government regulatory legislation;
  - c) be manufactured in premises meeting the Australian Standard for the construction of premises processing meat for human consumption (SCARM 53);
  - d) be manufactured in accordance with the Australian Standard for the hygienic production of meat for human consumption, 1995 (SCARM 54); and
  - e) be manufactured in premises meeting the Australian Standard for the construction of premises processing animals for human consumption 1995, (SCARM 55).
- **Packaging of products shall be**
  - a) supplied in polythene lined, new and unused food grade cardboard cartons or in plastic polythene lined tubs
  - b) strongly secured
  - c) wooden skewers of any shape or size shall not be used
  - d) containers likely to fragment shall not be used
  - e) plastic covered wire shall not be used to tie plastic bags
- Products supplied shall be of best quality and have the characteristic odour, flavour and appearance expected of the product to be acceptable to contract customers.
  - a) shoulder ham shall be manufactured from muscle derived from the forequarter
  - b) soccer ball ham shall be derived from full muscle leg, rindless, smoked and rolled
  - c) each bacon rasher shall be free of blemishes, mutilations, bruises, and discolouration
  - d) middle bacon shall have the 'eye' intact
  - e) for bacon the fat selvage at chine shall be no more than 25 mm
- Products supplied shall have a minimum shelf life of 14 days from delivery

## 7. Specifications for Fresh and Prepared Fruit and Vegetables

The general specifications listed at Section 3 above apply to all food and products supplied under this category. In addition to the general specifications, the following specifications also apply to all food and products supplied under this category.

### 7.1 Product range

Tenderers should provide a list of their full range of fruit and vegetable products.

Raw and Prepared fruit and vegetables must also comply with the detailed specifications and conform with the descriptions mentioned below unless specified otherwise by the customer.

### 7.2 Descriptive Guide for Fruit

#### APPLES

- Not less than 60 mm in diameter
- Reasonably and attractively coloured characteristic of the variety
- Boxed in 80's, 100's and 130's.

#### BANANAS

- Minimum length 150 mm, maximum length 175 mm, measurements for length shall be taken on the outside of the curve from the junction of the fruit at the stem and of the apex of the fruit
- Fruit shall not be over-ripe.

#### GRAPEFRUIT

- Not less than 80 mm in diameter
- Skin of good texture and the rind of not more than medium thickness
- Smooth rind

#### GRAPES

- Sound, clean, of uniformly good colour for the variety and firmly attached to the stalks
- Not split, crushed, wet, soft, wilted, immature, shrivelled or scarred, and free from disease or dried, immature and small berries

#### LEMONS

- Reasonably mature, of normal shape and appearance typical of the variety, sound, of reasonable even colour and free from disease and injury
- Skin of good texture and the rind of not more than medium thickness
- Free from long necks and other malformations and from marked corrugations or ridging
- Not less than 55 mm in diameter

#### MANDARINS

- Shall be mature, of normal shape and appearance typical of the variety, (but not abnormally puffy), sound, of reasonably even colour (puffy indicates that the rind has loosened from the flesh)

## ORANGES

- Skin of good texture and the rind of not more than medium thickness
- Practically free from malformations, protruding navels and prominent creasing, corrugations or ridging
- Diameter of not less than 60 mm
- To be boxed in 80's and 100's

## PASSIONFRUIT

- Shall be well filled with well coloured and well flavoured pulp and the skin shall be reasonably free of callus and other injuries.

## PAW PAW

- Skin shall show indications of change in colour from green to yellow during the months of September to March inclusive. From April to August inclusive at least 25% of the surface area of the skin shall be yellow.

## PEARS

- Stage of ripeness shall be as required by the purchasing authority
- Not less than 55 mm in diameter
- To be boxed in 80's and 100's

## PINEAPPLES

- Not less than 120 mm in diameter
- Not less than 25% of the surface of the pineapple shall be yellow at the time of delivery
- Sweet and full flavoured

## ROCKMELONS

- Firm and good marketable size

## STRAWBERRIES

- Sound, clean, mature and not over-ripe or seriously blemished or damaged

## WATERMELON

- Firm, sound and clean, free from disease and broken skin and other injuries, sweet and full flavoured

### **7.3 Descriptive Guide for Prepared Vegetables**

#### **CAPSICUM, DICED**

- Sound, firm and fresh green or red capsicum
- Trimmed to remove all calyx, stalk and core material
- Size to be consistent with a 9.5 mm dice unless specified otherwise
- Dipped in water with a content of approximately 100 ppm chlorine to remove surface dirt and effect sanitising
- Vacuum packed

#### CARROTS, PEELED

- Medium to large in size
- Fresh and sound, good in colour, free of break down and mould
- Peeled to remove skin, trimmed to remove stem and roots
- 10kg packaging, heat sealed, no ties, free from foreign objects

#### CELERY, DICED

- Good in colour, must be fresh, firm and crisp
- Trimmed to remove all leaves and root material
- Size to be consistent with a 9.5 mm dice unless specified otherwise
- Dipped in water with a content of approximately 100 ppm chlorine to remove surface dirt and effect sanitising
- Vacuum packed

#### LETTUCE, SHREDDDED

- Firm, fresh, clean of rust and slime,
- Shredded & washed in a sanitising solution (such as Tsunami) and spun dry

#### ONIONS WHOLE, PEELED

- Medium to large in size
- Fresh and crisp flesh, good in colour, free of break down and mould
- Trimmed to remove skin and roots
- 10kg packaging, heat sealed, no ties, free from foreign objects

#### ONIONS, DICED

- Fresh and crisp flesh, good in colour, free of break down and mould
- Trimmed to remove skin and roots
- Diced and washed in chilled water to remove surface dirt and foreign material
- size to be consistent with a 12 mm dice unless specified otherwise
- or 10kg vacuum packaging, no ties

#### POTATOES, PEELED

- Double rumble, freshly harvested, free from insects, rot and sprouting, consistent in size, good in colour
- Washed in metabisulphite solution of not more than 200 ppm to prevent surface browning
- 20kg packaging, heat sealed, no ties, free from foreign objects

#### PUMPKIN, PEELED

- Good in colour, totally peeled, de-seeded and in segments
- 150 gram portion unless specified otherwise
- 10kg packaging, heat sealed, no ties, free from foreign objects

## 7.4 Descriptive guide for Fresh Vegetables

### ALFALFA, BEAN SPROUTS

- Fresh, firm and clean, free from pests, wet and soft rots.

### BROCCOLI

- Firm head with no flowering
- Seal packed

### CABBAGE

- Properly trimmed of excess wrapped leaves, excepting that 4 or 5 leaves may be left as a Protection for the heads if the latter are not to be individually wrapped for packing
- Stem butts no more than 10 mm in length

### CAPSICUMS

- Sound, firm, free from wilt, pests, and diseases, soil and extraneous matter and injury resulting from sunburn or other causes
- 5 kg boxes

### CARROTS

- Free from woodiness, excessive greening, steed stalks, filthiness, internal discolouration, wet and soft rot and other diseases, injury, forking of malformation, shrivelling, growth cracks and excessive rootlets
- Free from extraneous matter and washed.
- Leaves cleanly cut to within 10 mm of the top not less than 25 mm nor more than 75 mm in diameter, and not less than 100 mm in length.

### CELERY

- Good in colour, must be fresh and firm
- Crisp brittle stalks and trimmed, the stem butts being not more than 5 mm in length
- Outer leaves and leaf stems removed and the head cut to a common height of not less than 30mm
- 14 – 16 bunches per case

### CHOKOS

- Free from woodiness
- Not less than 85 mm in diameter and not less than 150 mm in length

### CUCUMBERS

- Fresh, or correct maturity and of good marketable size
- Firm, free from wilting, pithiness, wet and soft rots and other extraneous matter

### EGGPLANT

- Black and shiny in colour and free from pests, disease or injury



## ESCHALOTS

- Firm, crisp, young and offer
- Free from wet and dry rot and other diseases and injury
- Tops shall be fresh and green and practically free from broken, bruised and decayed leaves
- Bulbs shall not be less than 10 mm nor more than 12 mm in diameter

## GARLIC

- The bulbs and cloves shall be firm, well cured and free from sprouts and excessive dry shell

## GINGER

- Commercial size, similar in colour and general appearance
- Mature, firm, dry but not shrivelled and free from sprouts

## LETTUCE

- Solid, well formed, freshly cut, bright, with crisp offer leaves
- Free from rust, slim, seed stems, weather damage or other injury and not withered or discoloured
- Trimmed so that any leaves that do not form the heart shall have been removed
- Stem butts of the lettuces shall be well formed
- 12 heads per case

## MINT

- Uniform green colour, clean, fresh and free from flower heads.
- Length of bunches shall be not less than 150 mm.

## MUSHROOMS

- Light in colour, fresh and free from pests, disease and injury and reasonably free from soil
- Stalks well trimmed to a length of not more than 30 mm
- Diameter not less than 25 mm.

## ONIONS

- Bright, firm, dry, well cured, well shaped with good flavour and odour typical of the variety
- Free from wet and soft rot and other diseases, injury, pipers, peelers, mould, bottlenecks, scallions, root growths, sprouting and seed stems
- Free from soil and other extraneous matter
- Diameter of not less than 70 mm nor more than 90 mm

## PARSLEY

- Uniform green colour, clean and fresh and free from seed stems and yellow leaves
- Length of the bunches not less than 100 mm

## POTATOES

- Bright, firm, dry, mature and well shaped
- Free from discolouration, shrivelling, greening, hollow hearts, growth cracks, sprouting and not misshapen or excessively elongated

- Firm mature skin which does not loosen or feather during ordinary handling
- Reasonably free from soil and other extraneous matter

#### POTATOES - CHATS

- Small and consistent in size, no eyes, firm, free of bruising
- 20kg packaging, heat sealed, no ties, free from foreign objects

#### RADISHES

- Free from forking, splits, pithiness, seed stalks, wet and soft rot and other diseases, injury, internal discolouration and excessive rootlets.

#### SPINACH

- Fresh, sound and crisp with a colour typical of the variety
- Free from discolouration, wilting, soft and wet rot and other diseases, injury, weather damage, yellow and dry leaves

#### TOMATOES

- Tomatoes in one package shall be similar in shape, size and general appearance
- Red, sound, clean, evenly matured, well formed for the variety and not deeply wrinkled
- Free from sun scald, sunburn, puffiness, malformation, growth cracks and scars (puffiness means that owing to the internal open spaces, because of unfilled loculi, the tomatoes are spongy and not firm)
- Cooking tomatoes shall not be squashy not overly ripe for the term cooking
- Packaged in 10 kg boxes

#### TOMATOES - CHERRY

- Red, firm, consistent in size, good colour, free from blemish, not over ripe

#### ZUCCHINI

- Fresh, sound, of correct maturity and free from bitterness
- Firm and not wilted and of good green colour, free from black spot
- Medium to large in size, not less than 150 mm nor more than 200 mm in length  
10 kg boxes

#### **7.5 Delivery**

- a) Raw fruit and vegetables shall be delivered in clean and hygienic vans at ambient temperature unless specified otherwise
- b) No product shall be delivered loose

#### **7.6 Food safety**

All products supplied shall conform FSANZ 1.4.1 Contaminants and Natural Toxicants, 1.4.2 Maximum Residue Limits; and 3.2.2 Food Safety Practices and General Requirements covering the hygiene of food handlers, food storage and transportation of potentially hazardous food;

All prepared fruit and vegetables shall be handled using good hygiene and food handling practices at all times, including appropriate practices to prevent cross contamination.

**7.7 Packaging**

All products shall be supplied in sound, clean containers such as plastic bags, cardboard cartons or cases

The plastic bags shall be tied with plastic ties, adhesive tape or string but not with plastic covered wire ties

**7.8 Quality**

All products supplied shall be of best quality, fresh, free from bruises, disease and insect pests

Any sign of discolouration of roughly peeled products will be unacceptable

**7.9 Shelf life**

Raw products supplied shall have a minimum shelf life of 3 days from delivery

Prepared products supplied shall have a minimum shelf life of 6 days from delivery

## 8. Specification for Carcase, Raw and Cooked Meat and Poultry

The general specifications listed at Section 3 above apply to all food and products supplied under this category. In addition to the general specifications, the following specifications also apply to all food and products supplied under this category.

### 8.1 Description of requirement

Meat is defined as the flesh of animals as used for food intended for human consumption

Poultry is defined as domestic fowls collectively used for food intended for human consumption. It means chilled poultry that has never been frozen. Further, the time elapsed between kill to processing and final delivery of poultry must not exceed 48 hours.

### 8.2 Product range to be supplied

Tenderers should nominate one or more of the sub categories specified in the Price Schedule

### 8.3 Price List

The contractor/s will be required to provide users of the contract with a listing of the full range of products available together with applicable prices and discounts.

### 8.4 Food Safety for Meat and Poultry

All items tendered shall be manufactured in premises that are licensed by Safe Food NSW or another applicable regulatory authority.

All products supplied shall comply in all respects with the provisions of any statutes, rules and regulations relating to food safety, foods, weights and measures of all relevant statutory authorities of any state or territory of the Commonwealth of Australia which may include but is not limited to the following:

NSW Food Act 2003  
NSW Food Regulations 2004  
NSW Food Production (Safety) Act, 1998

FSANZ 3.2.1 Food Safety Programs  
FSANZ 3.2.2 Food Safety Practices and General Requirements  
FSANZ 3.2.3 Food Premises and Equipment

NSW Food Production (Meat Food Safety Scheme) Regulation, 2000 or other applicable, government regulatory legislation

Australian Standard for the construction of premises processing meat for human consumption, 1995 (SCARM 53)

Australian Standard for Hygienic Production and transportation of Meat and meat Products for Human Consumption FRSC Technical Report N0 3 AS 4696:2007  
*A Guide to the Implementation and Auditing of HACCP*

Australian Standard for the construction of premises processing animals for human consumption, 1995 (SCARM 55)  
Australian Standard for the transportation of meat from human consumption 1995 (SCARM56)

Food products must be stored, processed, handled and transported in a manner that presents the least possible opportunity for contamination.

### **8.5 Packaging Requirements for Meat and Poultry**

When heat treatable barrier packaging is required for cook in bag processing, the client will specify at the time of ordering.

Frozen products will only be received if prior agreement has customer approval.

No frozen products in excess of three months from date of packaging will be accepted.

Thawed products are unacceptable.

Damaged vacuum bags are unacceptable.

All products are to be supplied in food grade polythene lined clean food grade cardboard cartons used in the meat and poultry industries or in appropriate coloured plastic food grade polythene lined tubs.

All packaging must be strongly secured.

Portion cut products shall be layer packed (unless otherwise negotiated with the client) with individual polythene sheets separating each layer.

Packaging shall be free of ice build up and foreign objects.

Plastic bags shall not be sealed using ties incorporating wire

### **8.6 Specifications – Raw Meat**

#### **8.6.1 Cuts of Meat**

All cuts shall be as specified in the Industry Code.  
 "Handbook of Australia Meat" (HAM) (6<sup>th</sup> edition – 1998).  
 RFP (Form 4) Cut Code Reference, Meat Item Specification List 2000 Edition.  
 The Pork Manual for The Food Service Industry, Issued 1996.

#### **8.6.2 Ageing Requirements**

Fresh chilled meats shall be derived from carcasses which are no more than 4 days old from date of slaughter.

#### **8.6.3 Diced (cubed) Meat and Poultry**

Hand diced 20mm or 30mm (meat), 10mm or 20mm (poultry) cubes, or size as specified by client, should be denuded of all surface fat (denuded) and be free of sinew, bone and cartilage.

#### **8.6.4 Strips**

Hand Cut strips 60mm x 10mm x 10mm, should be denuded of all surface fat and be free of sinew.

#### **8.6.5 Minced Meat and Poultry**

5mm (fine) or 8mm (coarse), or size as specified by the client, should be denuded of all surface fat and be free from sinew, bone and cartilage.

#### **8.6.6 Lean Minced Meat and Poultry**

90% chemical lean, should be denuded of all surface fat and be free of sinew, bone and cartilage.

**8.6.7 Portion Control**

8.6.7.1 All portion control items are to be cut to weight as specified by client and should be of uniform thickness throughout with no wedge cuts.

8.6.7.2 Where portion weight and thickness are specified, the tolerance is plus or minus 10 grams.

8.6.7.3 Where items are required to be fully trimmed of all fat, no tolerance is allowed.

**8.7 Specifications – Cooked Meat and Poultry**

8.7.1 Cooked Meat and Poultry products should comply with:  
Code of Hygiene Practice for Heat Treated Refrigerated Foods Packed for Extended Shelf Life (AQIS – 1992).  
Reference Code (TS17) for and Extended Shelf Life Cook Chill Food System (NSW Department of Health, 1995).

8.7.2 All cooked meat and poultry products must be individually packed and individually labelled with:  
Name and Address of Manufacturer  
Item name  
Weight  
Date cooked  
Used by Date  
Batch Code  
Storage Temperature

8.7.3 Be trimmed as specified prior to cooking, bone free and have a uniform oblong shape.

8.7.4 Cooked to a degree of well done, unless specified differently by the customer and be tender.

8.7.5 Cooked products shall be supplied with either no liquid after cooking or no greater than 15% of liquid contained in the bag after the cooking process or liquid as agreed between the supplier and the agency.

8.7.6 The product is to have a minimum shelf life of 14 days from time of receipt by the client.

8.7.7 No added salt, spices, or any products, unless agreed with the customer.

8.7.8 Products shall be free of any bone or cartilage.

**8.8 Specifications Carcass – Meat**

**8.8.1 Beef**

All beef bodies, sides, quarters and broken portions greater than primal cuts are:-  
to be derived from carcasses which have been Effective Electrically Stimulated  
to be trimmed in accordance with the AUSMEAT Standard Carcass time

Cow \*A\* or Bull \*B\* meat is not acceptable as pre cooked, primal or cut meats.

Products must:-

be less than Meat Colour Score 4 (No dark meat).

Have fat Colour Score 5 (No yellow fat).

Have no evidence of cartilage, gristle, bone chips, bone dust or blood clots or any foreign matter on any boneless meat cut.

#### 8.8.2 Veal

To be trimmed in accordance with the AUSMEAT Standard Carcass trim.

Meat colour – pink to light red.

Fat colour – white to creamy white.

Fat depth – maximum 5mm

#### 8.8.3 Lamb

To be trimmed in accordance with the AUSMEAT Standard Carcass trim.

Fat depth – maximum 10mm at the GR site (Fat Class 2).

The categories mutton, hogget or ram may not be substituted for lamb.

Where state authorities require lambs to be strip branded, the brand must appear on carcasses or broken bone-in sides or quarters derived thereof.

#### 8.8.4 Goat

To be trimmed in accordance with the AUSMEAT Standard Carcass trim

#### 8.8.5 Pork

To be trimmed in accordance with the AUSMEAT Standard Carcass trim.

Fat depth – maximum 10mm (Fat Class 2).

### 8.9 Specification - Sausages

Definitions for products and processes contained herein shall be the same as those in Volume 1 of the Australian Food Standards code. For the purpose of this contract Sausages are those products covered under Part 10 (Sausage, Sausage meat and Sausage Meat Premix) of Volume 1 of the Australian Food Standards code.

#### **Beef Sausages**

Sausage meat must contain not less than 500 g/kg of fat free beef meat

#### **Pork sausages**

Sausage meat must contain not less than 500 g/kg of fat free pork meat

#### **Thick sausages**

10 to 12 per kg

Approximately 30-35 mm thick, 12 cm long

#### **Thin sausages**

14 to 20 per kg

Approximately 20-25 mm thick, 18 cm long

#### **Natural casing**

Casing is made from the prepared alimentary tract or bladder of an animal defined in clause 1(1) of the FSANZ Food Standard C1.

**Collagen casing**

Casing is made from fabricated collagen

**Skinless**

Skinless sausages should also be available



## 9. Specification for Fresh Bread and Bakery Products

The general specifications listed at Section 3 above apply to all food and products supplied under this category. In addition to the general specifications, the following specifications also apply to all food and products supplied under this category.

Bread is defined as food made of flour, water, yeast etc into dough and cooked by dry heat in an oven i.e. baked that is intended for human consumption.

Bakery Products are defined as food made of wheat products, other than Bread, cooked by dry heat in an oven i.e. baked that is intended for human consumption.

Product range to be supplied

Tenderers should nominate one or more of the following categories for supply:

- Breads
- Muffins, Crumpets and Pikelets
- Specialty Breads
- Rolls
- Hot Cross Buns

Tenderers are also invited to offer additional items that meet the specifications.

### 9.1 Distribution

Tenderers should specify the frequency of delivery and collection for each nominated area and the associated lead-time for orders.

Tenderers must nominate a program for return/pick up of packaging crates used to transport and delivery contract items.

### 9.2 Packaging Requirements

Labelling shall comply with the FSANZ Food Standards Code and the FSANZ code of practice on nutrient claims in food labels and in advertisements.

Nutritional analysis information of products should be supplied where applicable.

Labelling should include a nutritional analysis of bread or bakery product composition including, but not limited to, elements such as: Energy, Protein, Fat, Carbohydrate, Sodium, Potassium.

### 9.3 Portion Control Special Packaging Requirements

Tenderers are required to offer pricing for packaging of single and two slices of bread to meet the needs of the client. The offer for this product is in addition to all generic items offered under the Sub-Category 1 – Breads.

Contracting Services will only accept those offers that offer value for money to the contract clients. Portion control packaging will be evaluated separately to Category A – Breads.

Tendered offers for portion control will require all necessary information regarding type of packaging, dimensions and weight of the slices.

The tendered prices are to include the cost of normal commercial packing sufficient to ensure safe delivery to locations shown on purchase orders.

**9.4 “Use by”, “Best by” and “manufactured on” dates.**

Where a recommended “use by” or “best by” or “manufactured on” date is marked on product supplied, that date must be clearly marked on the product packaging.

## 10. Specifications for Fresh Milk and Dairy Products

The general specifications listed at Section 3 above apply to all food and products supplied under this category. In addition to the general specifications, the following specifications also apply to all food and products supplied under this category.

### 10.1 Product range

Tenderers should provide a list of their full range of milk and milk related dairy products for different dietary requirements. However, the successful tenderer will be required to supply all other products beyond the tenderers' product range and including following but not limited to:

- Milk
- Flavoured milks including full cream and low fat in different flavours and pack sizes
- Yoghurts in different flavours including full cream, low fat, low fat no sugar, no artificial colours or flavours
- Desserts

The general specifications listed at Section 3 above apply to all food supplied under this category. In addition to the general specifications, following specifications also apply to all food supplied under this category.

### 10.2 Food safety

All milk and dairy products shall:

- a) be manufactured from milk or cream that is pasteurised in accordance with FSANZ 1.6.2 Processing Requirements;
- b) Comply with FSANZ 1.4.1 Contaminants and Natural Toxicants, 1.4.2 Maximum Residue Limits, 2.5.1 Milk, 2.5.2 Cream and 2.5.3 Fermented Milk Products;
- c) Comply with the requirements of the NSW Food Production (Dairy Food Safety Scheme) Regulation 1999;
- d) be manufactured according to Australian Standard AS3993.1 – 2002, Equipment for the Pasteurisation of milk and other liquid dairy products – Continuous-flow systems; and
- e) be tested against Australian Standard AS2300 – Methods of Chemical and Physical Testing for the Dairying Industry for pasteurised products.

### 10.3 Shelf Life

All fresh products supplied shall have a minimum shelf life of 3 days.

## 11. Specification for Water and Dispensing Equipment

The general specifications listed at Section 3 above apply to all water and products supplied under this category. In addition to the general specifications, the following specifications also apply to all water and products supplied under this category.

Bottled Drinking Water is defined as water that is intended for human consumption and that is sealed in bottles or other containers with no added ingredients except that it may optionally contain safe and suitable antimicrobial agents. Definitions for other products and processes contained herein shall be the same as those in the Australian Bottled Water Institute (ABWI) Model Code (November 2000).

It is recognised that alternate technologies exist with regards to water dispensing equipment providing alternatives for supply of bulk drinking water. These may include mains water plumbed water fountains with options for filtration, refrigeration etc through to refrigeration/condensation devices that extract moisture from the air.

These technologies may impact total cost, OH&S, convenience and environment as well as the quality specification of water being delivered. Such technologies are invited as a part of the dispensing equipment category.

Water dispensing equipment is currently supplied under a variety of local agreements or in some cases, SCCB contracts. This category seeks to provide a contract channel for aggregation of supply of dispensing equipment to NSW Government that delivers value. Dispensing water equipment may also continue to be offered under other agreements.

### 11.1 Product range to be supplied

- Bottled drinking water
- Essential services bottled water supply
- Bulk still spring water.
- Bulk still pure water
- Dispensing Equipment

Definitions for other products and processes contained herein shall be the same as those in the Australian Bottled Water Institute (ABWI) Model Code (November 2000) or other relevant standards.

### 4.5 Bottled Water for Essential Services

This sub category relates to water supply for providers of Essential Services such as the State Emergency Service and the Rural Fire Brigade (or other applicable Government Organisations, SOC's or State Authorities).

Specification is as follows:

- 600 ml bottles of Still Spring Water that fit easily into the pockets of standard protective clothing,
- Shrink wrapped 'pop-tops' bottles,
- Ribbed or patterned moulding for ease of handling,

Tenderers should specify minimum delivery times for orders required and in genuine emergency situations may nominate a fee for guaranteeing delivery within a specified time.

Tenderers may also specify a delivery lead time for emergency delivery

Tenderers are also invited to offer additional items that meet the specifications.

### **11.3 Specifications – Bulk Still Water**

Tenderers should specify at Part C devices, accessories, procedures and instructions that enhance customer safe handling and installation of bulk water bottles.

This Category is for the supply and delivery of bulk size containers of unflavoured still water from 10 to 15 litres. “Spring” water refers to still mineral waters that are obtained direct from an artesian source where as “Pure” water refers to drinking waters that are sourced from mains water supply and has undergone further filtration to enhance drinking water quality.

Tenderers should nominate bottle sizes that are closest to the ranges specified in the Price Schedule,

### **11.4 Specifications - Dispensing Equipment**

Tenderers should specify at Part C devices, accessories, procedures and instructions that accompany the specification.

Tenderers should advise at Part C if there are fees for the ongoing maintenance of water dispensers to keep them in a hygienic condition.

This Category is for the lease or purchase of dispensing equipment for bulk drinking water that may be based on bulk bottled water, mains plumbed, evaporative or other technologies.

Discounts should also be offered that relate to lease terms, fleet sizes, purchase quantities etc.

### **11.5 Food Safety**

Bottled water products and associated dispensing equipment offered should be manufactured and supplied in accordance with the ABWI Model Code. Tenderers who are not certified ABWI bottlers are encouraged to obtain the ABWI Model Code in order to be able to demonstrate the extent to which they comply with its provisions which include but are not limited to:

- Product Quality
- Source Water Monitoring
- Finished Products Monitoring
- Good Manufacturing Practices
- Processing and Bottling
- Equipment
- Production and Process Controls
- Food Safety Plan
- Product Recall Plan

**11.6 Waste/environmental management**

Tenderers should offer possible solutions at Part C for the effective management of used water bottles at the customer's facility including but not limited to: a recycling plan, provision of collection points, frequency of collection and the use of soft plastic bottles.

**11.7 Distribution**

Tenderers shall tender on the basis of free delivery into store throughout New South Wales. Where a tenderer is unable to offer a State-wide service, local government areas should be nominated at Part C.

Tenderers are encouraged to provide distribution solutions in order to offer a State-wide service, for example through the formation of alliances with other suppliers and/or the use of subcontractors. Details of the facilities and proposed methods of distribution should be described in the offer, eg own fleet/sub-contractor/agent/rail etc.

**11.8 Packaging Requirements**

Labelling should include a typical analysis of water composition including, but not limited to, elements such as: Potassium, Magnesium, Sodium, Nitrite, Calcium, Chloride and Sulphate.

## 12. Specification for Domestic Delivery Service

The general specifications listed at Section 3 above apply to all water and products supplied under this category. In addition to the general specifications, the following specifications also apply to all water and products supplied under this category.

- Key requirements of this solution are:
  - A wide range of products including groceries, fresh fruit and vegetables, frozen goods, meat, laundry, kitchen and bathroom products and items available from a delicatessen that one would normally expect to be available from a supermarket most supplied in individual pack sizes, if required.
  - Capability to receive orders: via an online ordering system 24 hours a day, 7 days a week (public holidays excepted), fax and phone.
  - Next day delivery is required on a delivery day and time agreed between supplier and customer.
  - Delivery is required to the customers kitchen bench top in some instances to be agreed between the supplier and the customer
  - No deliveries must be left unattended at delivery locations
  - Product substitution may be required for out of stock items to be agreed between the supplier and the customer
  - Non perishable products that are ordered incorrectly will be accepted whilst ever a return and credit note are lodged with supplier within 24 hours.
  - Payments will be made via account or credit card within the agreed payment terms.
  - Training or materials to support online ordering will be provided at mutually agreed times, at no cost to the customer.
  - Detailed reports regarding deliverables at account and region will be supplied on a monthly basis.
- Respondents may elect to submit:
  - A price-list for items including relevant pricing method, Government discounts, handling fees, delivery conditions such as minimum drop sizes or windows, regions of coverage.

Or

  - A price-list for logistics services including relevant pricing method, Government discounts, handling fees, delivery conditions such as minimum drop sizes or windows, regions of coverage.

A price schedule or product list for Domestic Delivery Service is not provided. This category is based on the supplier's price list.

## ANNEXURE 2 TO PART A- Other Information Supplied By The Board

### 1. . EXPENDITURE PROFILE (June Qtr 2006-Mar Qtr 2007)

Contract	Category	# Suppliers	Spend pa	Contract	% Total mix
036/801 Food Service	Wholesale Food	4	\$57,553,984	80.7%	62%
	Fresh Fruit & Vegetables	3	\$4,212,897	5.9%	5%
	Fresh Milk	1	\$3,993,458	5.6%	4%
	Juice	2	\$3,035,477	4.3%	3%
	Ham, Bacon & Smallgoods	1	\$2,044,850	2.9%	2%
	Ice Cream	1	\$487,724	0.7%	1%
	Sub-total	12	\$71,328,390	100.0%	77%
035/819 Meat & Poultry	Poultry	3	\$4,575,182	34.8%	5%
	Cooked meat	2	\$4,468,727	34.0%	5%
	Raw meat & carcass	3	\$2,086,046	15.9%	2%
	Raw & cooked meat	3	\$1,644,377	12.5%	2%
	Unknown	1	\$322,340	2.5%	0%
	Carcass	1	\$46,898	0.4%	0%
	Sub-total	13	\$13,143,570	100.0%	14%
025/807 Bread	Bread Products	1	\$7,109,576	97.7%	8%
	Cakes & Pastry	-	\$169,301	2.3%	0%
	Sub-total	1	\$7,278,877	100.0%	8%
024/3007 Bottled Drinking Water	Bulk and dispensers	4	\$492,975	57.9%	1%
	Emergency water	3	\$358,488	42.1%	0%
	Sub-total	7	\$851,463	100.0%	1%
Grand Total		33	\$92,602,300	100%	

The four current contracts that are being consolidated through this contract totalled approximately \$93million between June Qtr 2006-Mar Qtr 2007, and were supplied through approximately 33 contractors across the state. This information is based on management fee returns and can therefore be considered an accurate estimate of historical expenditure during that period.

In addition to this, it is estimated that expenditure worth over \$20million per annum exists with miscellaneous food manufacturers for products that are not currently under state contract. These products may present opportunity for future integration under the contract, if benefits exist.



## 2. GEOGRAPHIC PROFILES

#	Region	Local Government Areas	% Locations
1	Sydney metropolitan	Ashfield, Auburn, Bankstown, Baulkham Hills, Blacktown, Botany Bay, Burwood, Camden, Campbelltown, Canada Bay, Canterbury, Fairfield, Holroyd, Hornsby, Hunters Hill, Hurstville, Kogarah, Ku-Ring-Gai, Lane Cove, Leichhardt, Liverpool, Manly, Marrickville, Mosman, North Sydney, Parramatta, Penrith, Pittwater, Randwick, Richmond, Rockdale, Ryde, South Sydney, Strathfield, Sutherland, Sydney City, Warringah, Waverley, Willoughby, Windsor, Wollondilly, Woollahra.	44%
2	Illawarra/ Southern Tablelands	Canberra, Kiama, Port Kembla, Shellharbour, Shoalhaven, Wollongong	13%
3	Central Coast/ Hunter	Cessnock, Gosford, Lake Macquarie, Maitland, Muswellbrook, Newcastle, Port Stephens, Singleton, Wyong.	13%
4	Central West	Bathurst, Blue Mountains, Hawkesbury (excluding Richmond and Windsor), Lithgow,	6%
5	Other	All other areas of NSW	24%

Customers that are registered to use SCCB contracts are dispersed throughout NSW. The table above provides a definition of the five regions and an indication of the dispersion of customer locations.

Food consumption and distribution infrastructure is acknowledged to be closely aligned with population demographics. Population dispersion is therefore probably a more accurate indicator of likely demand patterns under this contract. Tenderers are encouraged to explore the information contained within the Australian Bureau of Statistics ([www.abs.gov.au](http://www.abs.gov.au)) and rely on their own judgement. One ABS report (reference 1379.0.55.001) shows the regional population distribution profile for NSW according to 2001 Census as:

- Major cities 71.4%
- Inner regional 20.5%
- Remote 0.6%
- Very remote 0.1%

The successful tenderers will be provided with a listing showing customer addresses prior to commencement of the contract.

All reasonable care is made to ensure the accuracy of this information, however no warranty either implied or expressed is made as to the accuracy of the information. Tenderers are encouraged to rely on their own judgement and inquiries.

### 3 CATEGORY EXPENDITURE PROFILES

These tables summarise the historical annual expenditure grouped by product group, and formatted in descending order of expenditure. The data is based on actual expenditure from suppliers representing a large % of total expenditure and pro-rated to the annual sales values recorded for June Qtr-2006-Mar Qtr 2007. This table may vary in the final document as further data is integrated which may impact product mix and magnitude.

#### 3.1 CATEGORY 1-GROCERY

Group	Sales \$ pa	% Sales	% Cum
FRUIT-CANNED	\$6,551,463	11.38%	11.4%
BISCUITS	\$3,855,819	6.70%	18.1%
VEGETABLES-FROZEN	\$3,775,514	6.56%	24.6%
BREAKFAST CEREAL	\$3,627,528	6.30%	30.9%
CHEESE	\$2,820,647	4.90%	35.8%
COFFEE	\$2,784,409	4.84%	40.7%
MARGARINE	\$2,576,614	4.48%	45.2%
VEGETABLES-CANNED	\$1,939,471	3.37%	48.5%
SOUP	\$1,526,827	2.65%	51.2%
SEAFOOD-FROZEN	\$1,393,151	2.42%	53.6%
JAM	\$1,263,696	2.20%	55.8%
MILK-UHT	\$1,163,986	2.02%	57.8%
TEA	\$1,162,656	2.02%	59.8%
SUGAR	\$1,154,659	2.01%	61.8%
CAKES	\$1,113,259	1.93%	63.8%
SEAFOOD-CANNED	\$1,029,582	1.79%	65.6%
FRUIT-PC	\$922,724	1.60%	67.2%
MILK POWDER	\$788,142	1.37%	68.5%
JUICE	\$774,006	1.34%	69.9%
CORDIAL	\$765,563	1.33%	71.2%
VEGETABLE OIL	\$735,789	1.28%	72.5%
UNCLASSIFIED	\$726,337	1.26%	73.8%
BUTTER	\$712,515	1.24%	75.0%
SPREADS	\$711,206	1.24%	76.2%
POTATO-INSTANT	\$642,948	1.12%	77.4%
JELLY CRYSTALS	\$605,362	1.05%	78.4%
SAUCE	\$575,991	1.00%	79.4%
HONEY	\$546,331	0.95%	80.4%
SOFT DRINK	\$530,410	0.92%	81.3%
WATER	\$496,672	0.86%	82.1%
ICE CREAM	\$468,100	0.81%	83.0%
PASTRY	\$452,598	0.79%	83.7%
GRAVY	\$446,558	0.78%	84.5%
DRESSINGS	\$396,455	0.69%	85.2%
CUSTARD	\$394,913	0.69%	85.9%
MILK FLAVOURING	\$369,968	0.64%	86.5%
RICE	\$368,212	0.64%	87.2%
PACKAGING	\$365,117	0.63%	87.8%
DESSERT-PC	\$354,498	0.62%	88.4%
CAKE MIX	\$342,579	0.60%	89.0%
MOUSSE	\$339,906	0.59%	89.6%
DESSERT	\$338,745	0.59%	90.2%
SWEETENER	\$329,457	0.57%	90.8%
SOYA MILK	\$309,446	0.54%	91.3%
PASTA	\$305,306	0.53%	91.8%
CHICKEN-FROZEN	\$304,824	0.53%	92.4%
MEAT	\$297,506	0.52%	92.9%
EGGS	\$244,317	0.42%	93.3%
SPAGHETTI-CANNED	\$240,879	0.42%	93.7%
NUTS	\$212,217	0.37%	94.1%
STOCK	\$206,568	0.36%	94.5%
BURGERS	\$188,870	0.33%	94.8%

Group	Sales \$ pa	% Sales	% Cum
PATTIES	\$182,257	0.32%	95.10%
FRUIT-DRIED	\$166,695	0.29%	95.39%
THICKENER	\$166,451	0.29%	95.68%
HAM	\$157,117	0.27%	95.95%
FLOUR	\$151,206	0.26%	96.21%
PEPPER	\$150,981	0.26%	96.47%
SALT	\$148,033	0.26%	96.73%
PROTEIN POWDER	\$145,850	0.25%	96.99%
PRUNES-CANNED	\$139,551	0.24%	97.23%
SMALLGOODS	\$123,301	0.21%	97.44%
CONDIMENTS	\$116,173	0.20%	97.64%
TOPPING	\$113,778	0.20%	97.84%
PASTRIES	\$108,351	0.19%	98.03%
CLEARWRAP	\$102,904	0.18%	98.21%
OMELETTES	\$97,966	0.17%	98.38%
LASAGNE	\$86,106	0.15%	98.53%
FRUIT CAKE	\$84,311	0.15%	98.67%
SALMON	\$81,345	0.14%	98.82%
ESSENCE	\$68,290	0.12%	98.93%
PLAIN FLOUR	\$66,667	0.12%	99.05%
CORNFLOUR	\$62,858	0.11%	99.16%
CUSTARD POWDER	\$59,897	0.10%	99.26%
HERBS & SPICES	\$58,764	0.10%	99.37%
GLOVES	\$56,366	0.10%	99.46%
JELLY FRUIT	\$39,071	0.07%	99.53%
COCOA	\$31,144	0.05%	99.59%
PEANUT BUTTER	\$28,796	0.05%	99.64%
POTATO	\$27,946	0.05%	99.68%
SMOKED SALMON	\$26,765	0.05%	99.73%
SOUP-TOMATO	\$24,749	0.04%	99.77%
BREADCRUMB	\$20,752	0.04%	99.81%
VINEGAR	\$16,178	0.03%	99.84%
BREAD	\$14,486	0.03%	99.86%
FLAVOURING	\$12,419	0.02%	99.89%
COLOURING	\$11,013	0.02%	99.90%
BABY FOOD	\$10,134	0.02%	99.92%
JANITORIAL	\$6,320	0.01%	99.93%
CLEANING	\$4,936	0.01%	99.94%
CUSTARD-UHT	\$4,576	0.01%	99.95%
BAKING POWDER	\$4,361	0.01%	99.96%
LEMON JUICE	\$4,110	0.01%	99.96%
CAKES-FROZEN	\$3,833	0.01%	99.97%
SEAFOOD-	\$3,641	0.01%	99.98%
SKIM MILK	\$2,716	0.00%	99.98%
CLEANERS	\$2,688	0.00%	99.99%
MILK-FULL CREAM	\$2,516	0.00%	99.99%
CHOCOLATE	\$2,007	0.00%	99.99%
EGG CUSTARD	\$1,477	0.00%	100.00%
SAUSAGES	\$1,253	0.00%	100.00%
YEAST	\$392	0.00%	100.00%
FRUIT-FROZEN	\$172	0.00%	100.00%
Grand Total	\$57,553,984	100.00%	100.00%

## 3.2 CATEGORY 2-JUICE

Group	Sales \$ pa	% Sales	% Cum
Juice	\$2,881,338	94.9%	94.9%
Water	\$119,815	3.9%	98.9%
Cordial	\$34,324	1.1%	100.0%
Grand Total	\$3,035,477	100.0%	

## 3.3. CATEGORY 3-HAM, BACON AND SMALLGOODS

Group	Sales \$ pa	%
Ham	\$682,690	36.0%
Bacon	\$406,221	22.7%
Poultry	\$401,200	15.4%
Beef	\$299,965	11.5%
Unclassified	\$207,440	9.9%
Sausage	\$47,335	4.4%
Grand Total	\$2,044,850	100.0%

## 3.4. CATEGORY 4-FRESH AND PREPARED FRUIT AND VEGETABLES

Group	Sales \$ pa	%	% Cum
Fruit	\$1,539,400	36.54%	36.5%
Processed Vegetables	\$902,886	21.43%	58.0%
Vegetables	\$882,232	20.94%	78.9%
Unclassified	\$838,771	19.91%	98.8%
Eggs	\$49,609	1.18%	100.0%
Grand Total	\$4,212,897	100.00%	

## 3.5. CATEGORY 5-CARCASE, RAW AND COOKED MEAT AND POULTRY

Group	Sales \$ pa	%	% Cum
Poultry	\$4,575,182	34.8%	34.8%
Cooked Meat	\$4,468,727	34.0%	68.8%
Raw meat and poultry	\$4,099,661	31.2%	100.0%
Grand Total	\$13,143,570	100.0%	

## 3.6. CATEGORY 6-FRESH BREAD AND BAKERY PRODUCTS

Group	Sales \$ pa	%	% Cum
Bread	\$6,130,792	84.2%	84.2%
Rolls	\$867,626	11.9%	96.1%
Muffins	\$119,232	1.6%	97.8%
Pikelets	\$79,599	1.1%	98.9%
Crumpets	\$45,153	0.6%	99.5%
Easter Buns	\$32,799	0.5%	99.9%
Crumbs and Coatings	\$3,534	0.0%	100.0%
Other	\$142	0.0%	100.0%
Grand Total	\$7,278,877	100.0%	

### 3.7. CATEGORY 7-FRESH MILK AND DAIRY

Group	Sales \$pa	%	% Cum
Milk	\$2,588,674	64.8%	65%
Non classified	\$769,608	19.3%	84%
Yoghurt	\$308,498	7.7%	92%
Cream	\$104,923	2.6%	94%
Custard	\$103,449	2.6%	97%
Flavoured Milk	\$84,686	2.1%	99%
Cheese	\$33,659	0.8%	100%
Grand Total	\$3,993,498	100.0%	

### 3.8. CATEGORY 7- WATER AND DISPENSING EQUIPMENT

- Bulk water and dispenser equipment sales and lease value is approximately \$0.5mpa

### 3.9 DOMESTIC DELIVERY SERVICE

- Currently approximately \$2.4m per annum is being handled through domestic delivery services predominantly in Sydney metropolitan areas.
- It is estimated that over \$5m per annum of sales could be handled through this means across Sydney metropolitan and regional areas.

## PART B Tender Conditions -The Tender Process

### 6. Definitions of terms used in Parts A-C

**6.1** Unless the context indicates otherwise, the following terms, where used in Parts A-C of this RFT, shall have the meanings set out below. Note the defined terms below will not all necessarily appear in this RFT.

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

**“Addendum”** means an addendum or addition to this RFT made by the Board before the Closing Date and Time under clause. 7.5.

**“Alternative Tender”** means a Non-Conforming Tender that is intended to offer a different method of meeting the object and intent of the Requirement.

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

- Inviting and accepting tenders;
- Determining the conditions under which tenders are invited or accepted;
- Entering into contracts on behalf of the Crown in right of the State of New South Wales; and
- On-going contract administration and management,

and includes the duly authorised delegates of the Board, including officers of NSW Procurement – Contracting Services.

**“Breakpoint”** means the number of Order Units at which nominated discounts take effect. There may be more than one Breakpoint nominated by the Tenderer in the tender.

**“Bulk Purchase Discount(s)”** means the discount(s) (if any) applying to the Tender Price and specified in the Tender which are based on the aggregate volume of goods comprised in any single Order placed by a particular Customer.

**“Catalogue number”** means the Tenderer’s unique catalogue number required for the purposes of an Order.

**“Closing Date and Time”** means the Closing Date and Time for receipt of tenders, specified on the cover sheet to 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](http://www.treasury.nsw.gov.au/procurement/pdf/code_of_prac-curr.pdf)

**“Conforming Tender”** means a Tender that:

- (a) conforms to the Requirement;
- (b) is in the prescribed form;
- (c) conforms to the terms and conditions of Part D, and
- (d) conforms to all of the other requirements of this RFT.

**“Contractor”** means a tenderer who has entered into a Deed of Agreement with the Board.

**“Customer”** means the Eligible Customer that places an Order with the Contractor under the Standing Offer agreement.

**“Customer Contract”** means the contract that is made between the Contractor and a Customer, on the terms and conditions stated in cl.2.2.1 of Part D, by means of the placing of an Order by the Customer with the Contractor.

**“Deliverables”** means the goods and services or goods or services sought under this RFT, as detailed in the Specification.

**“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 sector agency as defined by clause 18(4) of the Public Sector Management (goods and Services) Regulation 2000 being:
  - 1) a government trading enterprise (including a State owned corporation)
  - 2) a public or private hospital (including an area health service)
  - 3) a local government agency
  - 4) a charity or other community non-profit organisation
  - 5) a public or private school, college or university
  - 6) a public sector agency of this State, the Commonwealth or of any other State or Territory
  - 7) a contractor to a public sector agency (but only in respect of things done as such a contractor)
  - 8) a Nominee Purchaser provided that it satisfies the requirements of clause 4.2 of Part D (Deed of Agreement) and
  - 9) such other persons or entities, which the Board may, in accordance with the Public Sector Management (Goods and Services) Regulation from time to time in its discretion, determine through a customer registration process.

**“FREE-INTO-STORE (FIS)”** means free into store and is the basis for purchase of goods, under which the supplier is responsible for supply, delivery, insurance and off loading of goods at the purchasers’ point of acceptance.

**“FSANZ”** means Food Standard Australia and New Zealand.

**“Government Businesses”** means in general, entities which:

- (a) have some form of public sector ownership;
- (b) are engaged in trading goods and/or services;
- (c) have a large measure of self sufficiency; and
- (d) are subject to Executive control.

In this context, the term Government business includes Public Trading Enterprises, State Owned Corporations and General Government Businesses.

**“Government Discount”** means the standard discount, and, in the case of a Government Discount from list price, means the standard minimum percentage discount from the relevant list price, which in each case may be offered by the Tenderer to Customers under the proposed Standing Offer agreement.

**“Government Mark-Up”** means the standard maximum mark-up on the Manufacturer's Price List to be offered by the Tenderer to Customers under the proposed Standing Offer agreement.

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

**“GST Free Supplies”** and **“Input Taxed Supplies”** have 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.

**“Late Tender”** means a Tender received after the Closing Date and Time for tenders and includes a Tender, which is only partly received by the Closing Date and Time.

**“Minimum Order Quantity”** means the minimum quantity of each Deliverable that must be ordered by a Customer. This should be given in Order Units (see definition below).

**“Non-Conforming Tender”** means a Tender that:

- (a) does not conform to the Requirement;
- (b) is not in the prescribed form;
- (c) does not conform to any one or more of the terms and conditions of Part D, including a Tender which seeks to qualify or amend these conditions, or
- (d) does not conform to any of the other requirements of this RFT.

**“NON FREE-INTO-STORE (NFIS)” or “Ex Factory” or “Ex Works”** is the basis for purchase of goods under which the supplier is responsible only for providing the items in a suitable condition for transport to a single delivery point within the Greater Sydney Metropolitan Area. The purchaser is responsible for transport, insurance, unloading and assembly if necessary.

**“OHS&R”** means occupational health, safety and rehabilitation.

**“Order”** means a request by a Customer to the Contractor for the provision or supply of any or all of the Deliverables.

**“Order Unit(s)”** means the unit(s) used when ordering Deliverables from a Contractor. An Order Unit may be “each”, “per box”, “per carton” or some other unit.

**“Price”** includes a price expressed as a lump sum or a rate per unit of quantity, calculated in accordance with cl.5.3.

**“Price Schedule”** means the list of Deliverables offered by the Tenderer, together with the corresponding pricing information. The Price Schedule forms, or is to be attached to, Part C of the RFT.

**“Product Code”** means the Tenderer's unique product code number that identifies each Deliverable and is required for the purposes of an Order.

**“Requirement”** means the requirement for the Deliverables to be met by the Tender, outlined in cl.1 of the RFT and detailed in the Specification.

**“RFT”** means the Request for Tender.

**“Selected Price Schedule”** means the list of selected Deliverables and corresponding pricing information that may form Part C to some RFTs.

**“smartbuy®”** means an electronic market place, consisting of an internet web site and associated databases and applications, maintained on behalf of the NSW Government, located at <http://smartbuy.nsw.gov.au> and associated domains.

**“SME”** means small to medium enterprise.

**“Specification”** means the detailed description of the required goods and services or goods or services contained in Annexure 1 to Part A.

**“Standing Offer”** means an agreement made by a Tenderer with the Board pursuant to the RFT under which there is a standing offer for the provision of the Deliverables on the Order of any Customer for whom the Board has arranged the contract. The Standing Offer will be embodied in a deed of agreement between the Board and the Contractor in the form of Part D to this RFT.

**“State Contracts Control Board”** See definition for **Board**.

**“NSW Procurement – Contracting Services”** means a business unit of the NSW Department of Commerce representing the Board and authorised to arrange and administer contracts on behalf of the Board.

**“Tender”** means the offer to supply the Deliverables submitted in response to the RFT.

**“Tender Price”** means, in respect of each Deliverable offered, the Price nominated in the Price Schedule for that Deliverable, except if the Price is calculated on the basis of a Government Discount from list price or Government Mark-Up on list price, when the Tender Price will be the Price nominated in the Price Schedule less the Government Discount or plus the Government Mark-Up, as applicable.

**“Volume Discount(s)”** means the discount(s) (if any) applying to the Tender Price and specified in the Tender which are based on the aggregate yearly volume of Deliverables purchased by a Customer in a specified period.

## 7 Tender Process – General

### 7.1 Conformity of Tenders

- 7.1.1 The Board seeks Conforming Tenders.
- 7.1.2 Non-Conforming 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, in the case of electronic tenders, which 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.
- 7.1.3 Tenderers may, if they choose, submit an Alternative Tender. Tenderers are encouraged to offer options or solutions that contribute to the Customer's ability to carry out its business in a more cost-effective manner.
- 7.1.4 Alternative Tenders will only be considered if submitted in conjunction with a Conforming Tender.
- 7.1.5 The Board may assess an Alternative Tender against the evaluation criteria where submitted with a Conforming Tender.



- 7.1.6 An Alternative Tender must be clearly marked “Alternative Tender”.
- 7.1.7 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, where 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.

## **7.2 Prescribed form of Tender**

- 7.2.1 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.

## **7.3 General instructions for completion of Tenders**

- 7.3.1 Prices, responses and other information provided in the Tender are to be in writing and in English.
- 7.3.2 Tenderers must complete ALL of Part C of this RFT, as directed and must not amend any of the questions provided.
- 7.3.3 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.
- 7.3.4 All tenders must be provided in the TenderMax Pro format, using DMax Lite software, and Part C must be included in one or more files with an extension of \*.dtr.
- 7.3.5 Product samples, models and other supporting items that are required to be delivered must be identified in the tender and delivered in accordance with arrangements made with the Contact Officer before lodgment of tender.

## **7.4 Tenderers to inform themselves**

- 7.4.1 Before submitting its Tender, a tenderer must:
- (a) Examine all information relevant to the risks and contingencies and other circumstances having an effect on its Tender; and
  - (b) Satisfy itself:
    - (i) that the Tender, including the Tender Price is correct; and
    - (ii) that it is financially and practically viable for it to enter into and perform the proposed Deed of Agreement.
- 7.4.2 The following must be considered:
- (a) The eTendering system is at peak use on the morning prior to Tenders closing.

- 1) Due to communication traffic via this means of communication it may take longer to lodge a Tender near Closing Date and Closing Time than at other times.
  - 2) When lodging through the NSW Department of Commerce *eTendering* website, it is recommended that a Tender be lodged well in advance of the Closing Date and Closing Time.
- (b) The NSW Department of Commerce *eTendering* website may experience difficulties in accepting a large Tender. A tender lodged via the NSW Department of Commerce *eTendering* website should ideally be below 7 megabytes (MB) in total file size. Responses totalling more than 7MB may experience difficulties in lodgement. In this case Tenderers may break down the lodgement into smaller packages if clearly identified eg. package 1 of 3; 2 of 3; 3 of 3. A tenderer is referred to clause. 8.1.4(b) for instructions as to compressing electronically submitted Tenders.

(1) If submitting an electronic tender with supporting items:

- a) The complete Tender, including the required supporting items unless otherwise directed, must be submitted by Closing Date and Closing Time, and
- b) Supporting items should be clearly designated as "Supporting Items to..." the RFT to which they relate.
- c) Supporting items not required to be lodged as part of the initial Tender by the RFT should not be lodged in the tender box, and arrangements should be made with the Contact Officer.

7.4.3 A tenderer is not required to provide multiple copies of a Tender. Any "Alternative Tender" under clause 7.1 must be attached to the Conforming Tender at Part C of this RFT.

7.4.4 If a tenderer provides multiple lodgements, the latest tender received in a NSW Department of Commerce Tender Box will be the tender evaluated.

## 7.5 Addenda to RFT

7.5.1 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.

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

7.5.3 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 closing date, even if a tender has already been submitted. They must obtain a copy of all addenda as given in clause 7.5.4 or 7.5.5 as applicable.

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

- 7.5.5 Failure to complete tender response 21.7 in Part C may result in your tender not being considered.

## **7.6 Late Tenders**

- 7.6.1 In accordance with the requirements of the [NSW Government Code of Practice for Procurement](#), Late Tenders will not be considered except when the Board is satisfied that the delay is not the fault of the tendering party.

## **7.7 Extension of the Closing Date and Time**

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

# **8. Tender Process – Submission of Tenders**

## **8.1 Electronic Tenders to the NSW Department of Commerce eTendering website**

- 8.1.1 A tenderer is required, to lodge its Tender electronically through the NSW Department of Commerce *eTendering* website at <https://tenders.nsw.gov.au/commerce> and all tenders must be provided in the TenderMax Pro format, using DMax Lite software, and Part C must be included in one or more files with an extension of \*.dtr. 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.
- 8.1.2 A tenderer, by electronically lodging a Tender, is taken to have accepted conditions shown in the Conditions of Tendering and on the NSW Department of Commerce *eTendering* website.
- 8.1.3 A tenderer must follow the following directions:
- (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 Tender Response must be up-loaded through the website. Access to the up-loading process is through the blue “Lodge a Response” link, then follow the steps and instructions on the NSW Department of Commerce *eTendering* website and any instructions which may have been supplied with the RFT.
- 8.1.4 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 *eTendering* website

- 8.1.5 Signatures are not required for a Tender submitted to the NSW Department of Commerce *eTendering* website. A tenderer must ensure that a Tender 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.
- 8.1.6 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. 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.
  - (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.
- 8.1.7 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 a defect or failure of the NSW Department of Commerce *eTendering* website and the Board is advised, the Tender Closing Date and Closing Time may be extended provided that, in the view of the Board, the tender process will not be compromised by such an extension.

## 9. Tender Process - Other

### 9.1 Variation of Tenders

- 9.1.1 At any time before the Board accepts any Tender received in response to this RFT, a tenderer may, subject to cl.9.1.2, 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 cl.10.2 of this Part.
- 9.1.2 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,
- (c) in the case of variation requested by the tenderer under cl.9.1.1(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

- (d) in the case of variation under cl.9.1.1(c), the Board has confirmed that the draft-documented changes reflect what has been agreed.

9.1.3 If a Tender is varied in accordance with clause 9.1.1(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.

9.1.4 A variation of a Tender under clause 9.1.1 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 cl.9.1.1(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.

## 9.2 Corrupt or unethical conduct

9.2.1 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 accordance with the provisions of the *Independent Commission Against Corruption Act 1988*, or
- (c) a record or alleged record of unethical behaviour,
- (a) 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.

9.2.2 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.

## 9.3 Exchange of information between government agencies

9.3.1 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.

9.3.2 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 22(1) of the *Defamation Act 1974* (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.

- 9.3.3 In the evaluation of Tenders, the Board may take into account any information about the tenderer that the Board receives from any source.
- 9.3.4 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. 9.3.
- 9.3.5 The tenderer’s attention is drawn to the *Freedom of Information Act 1989* which may confer rights, subject to the terms of that Act, to access, and to require the correction of, information held by certain agencies.
- 9.3.6 During the course of the Agreement, the successful tenderer’s performance will be monitored and assessed. Performance assessment reports, including substantiated reports of unsatisfactory performance, can be taken into account by NSW government agencies and may result in future opportunities for NSW government work being restricted or lost.

## 10. Outcomes

### 10.1 Acceptance or rejection of Tenders

- 10.1.1 The Board may accept all or any part or parts of any Tender or Tenders, including, in accordance with clause 7.1, any Alternative Tender or other Non-Conforming Tender.
- 10.1.2 The Board is not bound to accept the lowest or any Tender.
- 10.1.3 If the Board rejects all the Tenders received it may:
  - (a) 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), or
  - (b) conduct post-tender negotiations in accordance with clause 10.3.

### 10.2 Negotiations before determination of outcome

- 10.2.1 Before making any determination as to acceptance or rejection of Tenders the Board may, at its discretion, elect to conduct limited negotiation with preferred tenderers, including those who have submitted Alternative Tenders or who have submitted substantially Conforming Tenders, to mutually improve outcomes.
- 10.2.2 The Board will generally not enter into negotiations on the standard conditions of contract contained in Part D.

### 10.3 Post Tender negotiations in the event all Tenders are rejected

- 10.3.1 If the Board rejects all Tenders on the basis that all Tenders are Non-Conforming, but considers that conformity with the requirements of this RFT is

achievable, it may enter into negotiations with the least non-conforming tenderer with a view to achieving a Conforming Tender and entering into a Standing Offer agreement. If such negotiations are unsuccessful the Board may then enter negotiations with the next most acceptable tenderer. This process may be repeated with each of the rejected Tenders in order of potential acceptability. However, the Board is not obliged to enter into negotiations with any tenderer.

- 10.3.2 The purpose of the negotiations will be advised by the Board and made clear to the participants before the commencement of negotiation. Negotiations will not seek to play off tenderers' prices against other tenderers' prices.

#### **10.4 Custody of Tenders after receipt**

- 10.4.1 All tenders lodged are kept in a NSW Department of Commerce Tender Box, which is a secure tender box, until after the Closing Date and Closing Time.
- 10.4.2 Tenders lodged electronically to the NSW Department of Commerce Tenders website 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.
- (a) On receipt of Tenders lodged electronically to the NSW Department of Commerce *eTendering* website, Tenders are encrypted and stored in a secure "electronic tender box."
  - (b) For reasons of probity and security, NSW Department of Commerce is 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.
  - (c) The e-mail receipt that is sent to the Tenderer after successfully uploading and lodging the Tender electronically is the only evidence of Tender lodgement provided.

#### **10.5 Ownership of Tenders**

- 10.5.1 All Tenders become the property of the Board on submission.
- 10.5.2 The Board may make copies of the Tenders for any purpose related to this RFT.

#### **10.6 Discontinuance of the Tender process**

- 10.6.1 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.
- 10.6.2 The Board will not be liable for any losses suffered by a tenderer as a result of discontinuance of the tender process, including costs of tendering.

#### **10.7 Notification of outcome**

- 10.7.1 Following the Board's decision, all tenderers will be notified in writing of the outcome of their Tenders.

## **10.8 Complaints**

- 10.8.1 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 or the Requirement, it is invited to write to:

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

## **10.9 Entry into Standing Offer agreement**

- 10.9.1 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.

## **10.10 Disclosure of information concerning tenderers and outcome of the tender process**

- 10.10.1 Details of tenderers and the outcome of the tender process may be disclosed in accordance with the NSW Government Tendering Guidelines, available at:  
<http://www.dpws.nsw.gov.au/Government+Procurement/Procurement+Policy+Framework/NSW+Government+Tendering+Guidelines.htm>

An outline of these requirements can be found in Annexure 1 of Part B of this RFT.

## **10.11 Monitoring of Contractor Performance**

- 10.11.1 During the course of the Standing Offer agreement the Contractor's performance will be monitored and assessed. For details refer to the NSW Government Procurement Guidelines on Service Provider performance management which is available on request from the Contact Officer, the NSW Department of Commerce or can be viewed and downloaded from  
<http://www.dpws.nsw.gov.au/NR/rdonlyres/eucuz2722gdb54776cyhkw7ntoj4cpjw5iga5ztwvtvjethi2xjujwd4zrgsfte4cye7lgoqtlf4wxywdioutedaph/Service+Provider+Performance+Management.pdf>
- 10.11.2 The terms and conditions of the proposed deed of agreement, set out in Part D, detail the performance criteria to be applied in the monitoring of Contractor performance.



## 11. 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 10.10.1 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.	<p>As a minimum:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> a concise description of the proposed works, goods or services the subject of the tender call;</li> <li><input type="checkbox"/> the date responses to the tender call close and where responses are lodged; and</li> <li><input type="checkbox"/> location of the tender call documents.</li> </ul> <p>The names and addresses of all entities which submit responses.</p>	<p>Routine public disclosure at the time tender calls are advertised.</p> <p>Routine public disclosure within 7 days of the date tender calls closed.</p>
In a multi-stage tender process.	The names and addresses of the short listed 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 short listing.

2. In accordance with the NSW Government Tendering Guidelines referred to in clause 10.10.1 above, the following **contract** information is required to be disclosed -

Contract size and type	Level of disclosure	Basis of disclosure
<p><b>Class 1 contracts</b> All government contracts with estimated value \$150,000 or above).</p>	<p>(a) The name and business address of the contractor;</p> <p>(b) Particulars of any related body corporate (within the meaning of the Corporations Act 2001 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;</p> <p>(c) The date on which the contract became effective and the duration of the contract;</p> <p>(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;</p> <p>(e) The estimated amount payable to the contractor under the contract;</p> <p>(f) A description of any provisions under which the</p>	<p>Routine public disclosure within 60 days after the contract becomes effective.</p>

	<p>amount payable to the contractor may 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><b>Class 2 contracts</b></p> <p>Class 1 contracts (i.e. government contracts with estimated value \$150,000 or above) which also:</p> <ul style="list-style-type: none"> <li>- result from a direct negotiation where there has not been a tender process; or</li> <li>- 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</li> <li>- involve operation or maintenance obligations for 10 years or longer; or</li> <li>- involve a privately financed project as defined by relevant Treasury guidelines; or</li> <li>- involve a transfer of land or other asset to a party in exchange for the transfer of land or other asset to an agency.</li> </ul>	<p>The information required for class 1 contracts and</p> <p>(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;</p> <p>(b) Particulars of future transfers of significant assets to the contractor, including the date of their proposed transfer;</p> <p>(c) The results of any cost-benefit analysis of the contract conducted by the agency;</p> <p>(d) The components and quantum of the public sector comparator if used;</p> <p>(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);</p> <p>(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;</p> <p>(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</p> <p>(h) Particulars of any other key elements of the contract.</p>	<p>Routine public disclosure within 60 days after the contract becomes effective.</p>
<p><b>Class 3 contracts</b></p> <p>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"> <li><input type="checkbox"/> the reasons for not publishing the contract or provisions;</li> <li><input type="checkbox"/> a statement as to whether the contract or provisions will be published and, if so, when; and</li> <li><input type="checkbox"/> 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.</li> </ul>	<p>Routine public disclosure within 60 days after the contract becomes effective.</p>

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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 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 schedule 3 to the Freedom of Information 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 Freedom of Information Act.

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