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

Contracting Services invites this Quotation for and on behalf of the
NSW Government State Contracts Control Board

**PART A: THE REQUIREMENT AND QUOTATION
INFORMATION**

PART B: THE QUOTATION PROCESS

Request For Restricted Quotation No: 0700149

Issued Under

Contract: 036/801 – Food Service

QUOTATION FOR BULK PURCHASE DISCOUNTS

Any enquiries regarding this quotation should be directed to:

Contract Officer: Rhonda Humphrey

Contact details: Telephone: (02) 9372 7649 Facsimile: (02) 9372 7633

Email: Rhonda.Humphrey@commerce.nsw.gov.au

Quotation Issue Date: 19th February 2007

Closing Date: 14th March 2007

Closing Time: 9:30 am Sydney Time

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

Other matters should be directed to:

General Manager
Contracting Services
NSW Department of Commerce
McKell Building
2-24 Rawson Place
Sydney NSW 2000
Tel: (02) 9372 7511
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PART A THE REQUIREMENT AND QUOTATION INFORMATION

1. OUTLINE DESCRIPTION OF THE REQUIREMENT

1.1 Preamble

This Request For Quotation (RFQ) covers the products listed herein and is issued under Clause 18.2 (Negotiation for increased Bulk Purchase Discounts based on higher volumes) of the Deed of Agreement for Contract 036/801 – Food Services.

The RFQ is has been compiled at the request of NSW Health and has had no involvement of any other clients currently using Contract 036/801. For all other clients the current conditions of contract will still apply. However if other clients wish to commit under the same terms and conditions as a detailed in this RFQ the pricing will only be at the rates offered under this agreement and no further discounts will be sought.

NSW Health's imperative is to achieve greater value in the procurement of food products within the current budget cycle. In order to meet that need, NSW Health and Department of Commerce, have been working closely together to analyse and develop opportunities to increase value for NSW Health.

Consequently, this RFQ is seeking offers of increased bulk purchase discounts based on specified volume as detailed herein.

The Agreement resulting from this RFQ will be for a term of 12 months or, if the remaining term of the Deed of Agreement is less than 12 months, then the term will be for the remaining term of the Deed of Agreement.

The pricing relates only to the products listed in the Price Schedule and does not apply to any other products supplied by the contractor/s under the Deed of Agreement.

The objective of this RFQ is to deliver improved value for NSW Health.

Selected Contractors on Contract 036/801 are being invited to respond to this RFQ to supply the items listed herein. It is the intention to appoint a preferred supplier for each basket. Contractors can quote for one or both baskets.

You are invited but not obligated to submit a quotation in accordance with the terms and conditions of Contract 036/801 – and the terms and conditions outlined herein.

The Board is responsible for the conduct of the Quotation process, assisted by Contracting Services.

Department of Commerce reserves the right to discontinue this Quotation process for any reason at its sole discretion, or invite Quotations from, or negotiate directly with alternative suppliers.

1.2 Scope

The products listed, are listed under baskets titled “dry/ chilled” and “frozen”. The products have been selected in close consultation with Food Service Managers, Dieticians and Purchasing Officers. The item descriptors nominated are primarily patient related and do not focus on products consumed for retail trade or administration.

The estimated spend for this RFQ is calculated to be close to \$18Million, and is representative of majority of NSW Health expenditure as currently known under Contract 036/801for wholesale food distribution.

The pricing schedule TABs marked “Dry/Chilled” and “Frozen” and “Bed Days” provides an estimation of both item usage and number of Bed Days for each Area Health Service (AHS).

The outcome of the RFQ is for a preferred supplier to be selected to cover the supply of a basket of goods (being “dry/chilled” and/or “frozen”) initially across three (3) AHS and eventually across all of NSW Health.

Further information on the new areas and boundary changes can be located at <http://www.health.nsw.gov.au>

1.3 Initial Commitment and Growth Discounts

At the time of the issuance of the RFQ three (3) AHS have indicated commitment, if value represented, to enter into a preferred supplier arrangement. The Area Health Services are Northern Sydney Central Coast AHS, Hunter New England AHS and North Coast AHS.

NSW Health is currently liaising and will continue to liaise with all other AHS's to highlight the advantages of the strategy and the possible benefits of an offer selected. As such further pricing reductions are requested in the pricing schedule to accommodate the addition of AHS's as they take up the preferred supplier. These are referred to as “Growth Discount” offers.

For the Growth Discount to be utilised an agreement must be in place with the AHS for commitment to the preferred supplier for the basket/s and an agreed date will then be set for the pricing change and take up of the arrangement by the AHS.

The time period before pricing change will allow for current stock to be used, pricing to be adjusted, ordering processes to be established and notification of changes to all parties concerned.

In offering the growth discount the percentage it is an accumulative percentage offer as each new AHS, above the initial three (3), accept the offer.

1.4 Pricing Response Requirements

The Price Schedule is in the form of an Excel spreadsheet.

Quotes are to be provided in the following manner:

- Base price for the order unit excluding GST and is the amount offered for the immediate uptake of the nominated three (3) AHS.
 - Each subsequent percentage (%) is a Growth Discount offered against the above base price offered under the first commitment, for each additional AHS accepting the conditions of this agreement.
 - The take up by Areas will not be in any particular order therefore the percentage (%) is against actual number of AHS who have taken up the offer not a specific Areas acceptance.
 - The percentage offer is accumulative and therefore by AHS number eight (8) the % should be the total further discount offered for full NSW Health coverage above the three (3) initial AHS.
-
- The Quote must include freight (Free-in-Store)
 - The Quote must exclude GST
 - It is expected that the pricing offered in the first instance will be equal to or less than any current arrangements in place across individual Area Health Services as the intent here is for a Whole of Health arrangement. (Refer Deed of Agreement Contract 036/801– Food Services, Clause 3.6 – Best Price)
 - No pricing offered under the RFQ can be greater than that currently approved under the Contract 036/801 Food Services for the same or similar items.

1.5 Special Conditions to Apply

A number of Special Conditions apply to this RFQ, and these are detailed in Part B Attachment 1.

2. SUMMARY INFORMATION FOR RESPONDENTS

2.1 Interpretation

2.1.1 Definitions of terms used in Parts A-C are listed at the start of Part B.

2.2 Structure of Request for Quotation

2.2.1 This RFQ is made up of Parts A to C. If submitting a Quotation, retain Parts A and B. The completed Part C forms the Quotation.

2.2.2 Submit Part C in accordance with instructions in Part B.

2.3 Contact Officer

2.3.1 Refer requests for information or advice regarding this RFQ to:

Name: Rhonda Humphrey

Phone: (02) 9372 7649

Fax: (02) 9372 7633

Email: rhonda.humphrey@commerce.nsw.gov.au

3. WHERE TO OBTAIN THIS RFQ

3.1 RFQ copies

- 3.1.1 A Respondent may obtain an electronic copy of this RFQ.
- 3.1.2 NSW Department of Commerce has adopted an electronic Tendering system using the internet, which has the capacity for viewing, downloading, or ordering the RFQ and for the lodgement of Quotations.

3.2 Electronic copy

- 3.2.1 An electronic copy of the RFQ and any Addenda that may be issued up to the Closing Date and Time, may be viewed and downloaded from the internet at the NSW Department of Commerce *eTendering* website at <https://Quotations.nsw.gov.au/commerce>.
- 3.2.2 A Respondent is encouraged, although not required, to obtain the RFQ and to lodge a Quotation electronically through the NSW Department of Commerce *eTendering* website.
- 3.2.3 In order to download an electronic copy of the RFQ, a Respondent must first register as a site user.
- 3.2.4 A Respondent should follow the instructions on the site to view an RFQ. To locate and view an RFQ and its RFQ Summary, follow the instructions on the NSW Department of Commerce *eTendering* website:
- (a) First locate the RFQ using the RFQ Search, or by looking at the Current RFQ listings screen where the additional search function may also be used.
 - (b) You may see some details of the RFQ by accessing them through the blue “Viewable Copy” button. This function is provided to assist in making a decision to obtain a “Responsible Copy” of the RFQ.
 - (c) Download the “Responsible Copy” files from the website by selecting the blue “Responsible Copy” button (if one appears for that RFQ) and then follow the steps and the instructions on the NSW Department of Commerce *eTendering* website.

PART B THE QUOTATION PROCESS

4. DEFINITIONS OF TERMS USED IN PARTS A-C

- 4.1 Unless the context indicates otherwise, the following terms, where used in Parts A-C of this RFQ, shall have the meanings set out below. Note that not all defined terms will appear in all RFQs.

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

“Agreement” means the agreement entered into as a result of this RFQ as evidenced by an exchange of letters.

“Alternative Quotation” means a Non-Conforming Quotation 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 Quotations;
- Determining the conditions under which Quotations are invited or accepted;
- Entering into contracts on behalf of Departments and other public sector agencies; and
- On-going contract administration and management,

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

“Closing Date and Time” means the Closing Date and Time for receipt of Quotations, specified on the cover sheet to this RFQ.

“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 RFQ. The code can be viewed and downloaded from:

http://www.treasury.nsw.gov.au/procurement/pdf/code_of_prac-curr.pdf

“Contract” means the Deed of Agreement for Contract 036/801 Food Services.

“Contractor” means the Respondent as a party to the proposed agreement.

“Deed of Agreement” means the Deed of Agreement for Contract 036/901 Food Services.

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

“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* (Cth) or if that Act does not exist, means any Act imposing, or relating, to a GST and any regulation made under those Acts.

“NSW Government Procurement Policy” means the policy package outlined in this RFQ.

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

“On Request Items” means any Deliverables nominated as On Request Items.

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

“Price Schedule” means the list of Deliverables offered by the Respondent, together with the corresponding pricing information.

“Principal” means the party named as Principal in the proposed agreement.

“Requirement” means the requirement for goods and/or services to be met by the Respondents and detailed in the Specification.

“Respondent” means the entity invited to submit a response to the RFQ.

“RFQ” means the Request for Quotation.

“Specification” means the detailed description of the required goods and/or services contained in the Deed of Agreement.

“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.

“Quotation” means the offer to supply the Deliverables submitted in response to the RFQ.

“Quotation Price” means, in respect of each Deliverable offered, the Price nominated in the Price Schedule for that Deliverable.

5. PREPARATION OF QUOTATION - GENERAL

5.1 Conformity of Quotations

5.1.1 The Board seeks conforming Quotations.

5.1.2 Non-conforming Quotations that do not include a fully completed Part C, in particular those Quotations which do not contain sufficient information to permit a proper evaluation to be conducted, or, in the case of electronic Quotations, which cannot be effectively evaluated because the file has become corrupt, may be excluded from the

Quotation process without further consideration at the Board's discretion.

5.2 Prescribed form of Quotation

5.2.1 The Quotation, including any alternative Quotation, 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 RFQ to which they relate.

5.2.2 The Quotation will be taken to be for the supply of the Requirement on the terms and conditions stated in the Deed of Agreement for the Contract except to the extent that these are amended by the Request for Quotation.

5.3 General instructions for completion of Quotations

5.3.1 Prices, responses and other information provided in the Quotation are to be in writing and in English.

5.3.2 Respondents must initial and date any alterations to, and deletions from, a hard copy Quotation.

5.3.3 Respondents must complete ALL of Part C of this RFQ, as directed.

5.3.4 Respondents 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 RFQ.

5.4 Not Used

5.5 Not Used

5.6 Respondents to inform themselves

5.6.1 Before submitting its Quotation, a Respondent must:

- (a) Examine all information relevant to the risks and contingencies and other circumstances having an effect on its Quotation; and
- (b) Satisfy itself:
 - (i) that the Quotation, including the Quotation Price is correct; and
 - (ii) that it is financially and practically viable for it to enter into and perform the proposed agreement.

6. PREPARATION OF QUOTATION – POLICY REQUIREMENTS

6.1 Procurement Policy – Introduction

6.1.1 Respondents should read the main policy document listed below. Other relevant policies and particular policy objectives to be implemented through this procurement are drawn to Respondents' attention in this cl.6. Their requirements are reflected in the selection

criteria listed in cl.9.2 and in the responses required from Respondents in Part C.

a) NSW Government Procurement: Policy:
<http://www.treasury.nsw.gov.au/pubs/tpp2004/tpp04-1.pdf>

6.2 Code of Practice and Code of Tendering

6.2.1 Respondents must comply with the NSW Government Code of Practice for Procurement, which is available at:

http://www.treasury.nsw.gov.au/procurement/pdf/code_of_prac-curr.pdf

6.2.2 Lodgement of a Quotation will itself be an acknowledgement and representation by the Respondent that it is aware of the requirements of the Code, that the Respondent will comply with the Code and that the Respondent agrees to provide periodic evidence of compliance with the Code and access to all relevant information to demonstrate compliance for the duration of any agreement that may be awarded.

6.2.3 If a Respondent has failed to comply with the Code, this failure will be taken into account by the Board when considering its Quotation or any subsequent Quotation and may result in this or any subsequent Quotation being passed over without prejudice to any other rights or action or remedies available to the Board.

6.3 to 6.22 Not Used

7. PREPARATION OF QUOTATION - PRICE SCHEDULE

7.1 Price Schedule

7.1.1 Complete the Price Schedule at Part C.

7.2 Calculating the Quotation Price

7.2.1 General

7.2.1.1 The Quotation Price must:

- (a) be in Australian dollars;
- (b) cover all costs of performing the agreement, including packing and delivery (if applicable);
- (c) exclude Goods and Services Tax if it is payable and all other applicable taxes, duties and charges at the rates applicable at the Closing Date and Time for Quotations;
- (d) include all costs associated with the preparation and submission of the Quotation;

7.3 Price Variation

7.3.1 The Quotation Price shall be fixed for the duration of the Agreement.

7.4 GST Free or Input Taxed Supplies

Respondents must identify and state the value of any GST Free or Input Taxed Supplies to be made under the agreement.

7.5 Not Used

7.6 Minimum Quotation validity period

- 7.6.1 Quotations must remain open for acceptance for a period of at least three months from the Closing Date and Time for Quotations.

8. SUBMISSION OF QUOTATIONS

8.1 General instructions for submission of Quotations

- 8.1.1 A Quotation must be received by the Closing Date and Time.

- 8.1.2 A Quotation may be submitted by any of the following methods:

- (a) by delivery into the Tenders Box:

- (1) It must be marked:

Tenders Box
Tenders Office,
Level 3, McKell Building
2-24 Rawson Place
Sydney

- (2) If delivery personnel require a signature as evidence of delivery the Quotation must be delivered between 8:30 am and 5:00 pm, Mondays to Fridays (except public holidays).

- (b) by post, addressed to

Tenders Box
Tenders Office,
Level 3, McKell Building
2-24 Rawson Place
Sydney NSW 2000

- (c) by facsimile to (02) 9372 8974

- (d) by electronic lodgement through the NSW Department of Commerce, *eTendering* website at <https://tenders.nsw.gov.au/commerce>

- 8.1.3 If a Respondent intends to submit electronically through the NSW Department of Commerce *eTendering* website or by facsimile, the following must be considered:

- (a) The facsimile machine and NSW Department of Commerce *eTendering* website are at peak use on the morning when Quotations close.

- 1) Due to the limitations of these means of communication it may take longer to lodge a Quotation near Closing Date and Closing Time than at other times.
- 2) When lodging by facsimile or through the NSW Department of Commerce *eTendering* website, it is recommended that a Quotation be lodged well in advance of the Closing Date and Closing Time.

- 3) A Respondent must determine whether lodgement of a Quotation by facsimile or through the NSW Department of Commerce *eTendering* website is appropriate.
- (b) The facsimile machine and the NSW Department of Commerce *eTendering* website may experience difficulties in accepting a large Quotation. A Quotation 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. A Respondent is referred to the clause governing electronic Quotations to the NSW Department of Commerce *eTendering* website for instructions as to compressing electronically submitted Quotations.
 - 1) In order to comply with the above paragraph, an electronic Quotation may be supported by documents in hard copy or on CD-ROM.
 - 2) Supporting documents, to be submitted in hard copy or on CD-ROM, may be designated throughout the RFQ. Supporting documents may include, but are not limited to, statutory declarations, certificates, and company brochures.
 - 3) If submitting an electronic Quotation with supporting documents:
 - (a) The complete Quotation, including the supporting documents, must be submitted by Closing Date and Closing Time, and
 - (b) Supporting documents should be clearly designated as "Supporting Documents to "RFQ 0700149 "

8.1.4 A Respondent is not required to provide multiple copies of a Quotation.

- (a) If a Respondent provides multiple submissions, the Respondent should clearly state on the front page of the Quotation whether it is:
 - (1) A "Copy." A copy must be identical to an earlier or simultaneous submission in every respect.
 - (2) A "Variation." A variation of an earlier Quotation will be deemed as superseding a prior submission.
 - (3) An "Alternative Quotation".
- (b) In the event that a Respondent fails to designate whether a submission is a Copy or a Variation, the latest Quotation received in the NSW Department of Commerce Quotation Box will be deemed as the definitive submission.

8.2 Electronic Quotations to the NSW Department of Commerce *eTendering* website

8.2.1 A Respondent is strongly encouraged, although not required, to lodge its Quotation electronically through the NSW Department of Commerce *eTendering* website at <https://tenders.nsw.gov.au/commerce>. A Quotation 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 Quotations lodged by other means.

- 8.2.2 A Respondent, by electronically lodging a Quotation, is taken to have accepted conditions shown in the Conditions of Tendering and on the NSW Department of Commerce *eTendering* website.
- 8.2.3 A Respondent must follow the following directions:
- (a) RFQ for which electronic lodgement is available through the website can be identified by the blue "Lodge a Response" button on the web pages for the RFQ.
 - (b) To lodge a Quotation electronically, the files containing the Quotation Response must be up-loaded through the website. Access to the up-loading process is through the blue "Lodge a Response" button, then follow the steps and instructions on the NSW Department of Commerce *eTendering* website and any instructions which may have been supplied with the RFQ Summary and/or Respondable Copy.
- 8.2.4 A Respondent must observe the following format for submissions:
- (a) An electronically lodged Quotation must be lodged in a file format which can be read, formatted, displayed and printed by Microsoft Word 97, or any format required by the RFQ.
 - (b) If a Respondent compresses files, it must be possible to decompress them using WinZip. A Respondent must not submit self-extracting (*.exe) zip files.
 - (c) A Respondent must not change pre-existing text in the RFQ other than to insert the required information.
- 8.2.5 Signatures are not required for a Quotation submitted to the NSW Department of Commerce *eTendering* website. A Respondent must ensure that a Quotation is authorised by the person or persons who may do so on behalf of the Respondent and appropriately identify the person and indicate the person's approval of the information communicated.
- 8.2.6 Electronically submitted Quotations may be made corrupt or incomplete, for example by computer viruses. The Board may decline to consider for acceptance a Quotation that cannot be effectively evaluated because it is incomplete or corrupt. Note that:
- (a) To reduce the likelihood of viruses, a Respondent must not include any macros, applets, or executable code or files in a Quotation.
 - (b) A Respondent should ensure that electronically submitted files are free from viruses by checking the files with an up to date virus-checking program before submission.
- 8.2.7 If a Respondent experiences any persistent difficulty with the NSW Department of Commerce *eTendering* website in submitting a Quotation or otherwise, it is encouraged to advise the Contract Officer. A Respondent should note:
- (a) There are usually alternative Quotation lodgement methods described in the RFQ. It is always the Respondent's responsibility to lodge the Quotation by Closing Date and Closing Time.
 - (b) If there is a defect or failure of the NSW Department of Commerce *eTendering* website and the Board is advised, the Quotation Closing Date and Closing Time may be extended provided that, in the view of the Board, the Quotation process will not be compromised by such an extension.

8.3 Custody of Quotations after receipt

- 8.3.1 All hard copy Quotations submitted (and any accompanying CD-ROMS or floppy disks) are kept in the NSW Department of Commerce Tenders Box, which is a locked Tenders box, until after Closing Date and Closing Time.
- 8.3.2 Quotations 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 Quotations lodged by other means.
- (a) On receipt of Quotations lodged electronically to the NSW Department of Commerce *eTendering website*, Quotations are encrypted and stored in a secure “electronic Tenders box.”
 - (b) For reasons of probity and security, NSW Department of Commerce is prevented from interrogating the electronic Quotation box to ascertain whether Quotations 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 Respondent after successfully uploading the Quotation is the only evidence of Quotation lodgement provided.

8.4 Not Used

8.5 Extension of the Closing Date and Time

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

9. OTHER POLICES

9.1 TO 9.3 Not Used

9.4 Exchange of information between government agencies

- 9.4.1 Lodgement of a Quotation will itself be an authorisation by the Respondent to the Board to make available, on request, to any NSW government agency information, including but not limited to, information dealing with the Respondent’s performance for any agreement that may be awarded. Such information may be used by the recipient NSW Government agency for assessment of suitability for pre-qualification, selective Quotation lists, expressions of interest or the award of a contract or termination of contract.
- 9.4.2 The provision of the information by the Board to any other NSW Government agency is agreed by the Respondent to be a communication falling within section 22(1) of the *Defamation Act 1974* (NSW), and the Respondent 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 Respondent arising out of the communication.

- 9.4.3 In the evaluation of Quotations, the Board may take into account any information about the Respondent that the Board receives from any source.
- 9.4.4 To avoid doubt, information which may be collected, exchanged and used in accordance with this provision includes “personal information” about the Respondent for the purposes of the *Privacy and Personal Information Protection Act 1998*. Lodgement of a Quotation will be an authorisation by the Respondent to the Board to collect such information from third parties, and to use and exchange such information in accordance with this clause.
- 9.4.5 The Respondent’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.
- 9.4.6 The successful Respondent’s performance of the agreement may 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.

9.5 Corrupt or unethical conduct

- 9.5.1 If a Respondent, 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, the Client Agency, or the NSW Government in connection with this RFQ or the submitted Quotation;
 - (b) engaged in corrupt conduct within the meaning of the *Independent Commission Against Corruption Act 1988*, or
 - (c) a record or alleged record of unethical behaviour,
- this may result in the Quotation not receiving further consideration.
- 9.5.2 The Board is under no obligation to do so, but may, in its discretion, invite a relevant Respondent to provide written comments within a specified time before the Board excludes the Respondent on this basis.

10. OUTCOMES

10.1 Not Used

10.2 Acceptance or rejection of Quotations

10.2.1 The Board may accept all or any part or parts of any Quotation or Quotations, including, in accordance with this Part B, any Alternative Quotation or other Non-Conforming Quotation.

10.2.2 The Board is not bound to accept the lowest or any Quotation.

10.2.3 If the Board rejects all the Quotations received it may:

- a) invite fresh Quotations based on the same or different criteria (specifications and details contained in Alternative Quotations will not be used as the basis for the calling of new Quotations), or
- b) conduct post Quotation negotiations in accordance with this Part B.

10.3 Discontinuance of the Quotation process

10.3.1 In addition to its rights in relation to acceptance and rejection of Quotations, the Board reserves the right to discontinue the Quotation process at any point, without making a determination regarding acceptance or rejection of Quotations.

10.3.2 The Board will not be liable for any losses suffered by a Respondent as a result of discontinuance of the Quotation process, including costs of Tendering.

10.4 Notification of outcome

10.4.1 Following the Board's decision, all Respondents will be notified in writing of the outcome of their Quotations.

10.5 Entry into agreement

10.5.1 The Board may enter into an Agreement with a successful Respondent by letter of acceptance.

10.6 Post Quotation negotiations in the event all Quotations are rejected

10.6.1 If the Board rejects all Quotations on the basis that they are all Non-Conforming, but considers that conformity with the requirements of this RFQ is achievable, it may enter into negotiations with any Respondent with a view to achieving a Conforming Quotation and entering into an agreement. If such negotiations are unsuccessful the Board may then enter negotiations with the next most acceptable Respondent. This process may be repeated with each of the rejected Quotations in order of potential acceptability. However, the Board is not obliged to enter into negotiations with any Respondent.

10.6.2 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 Respondents' prices against other Respondents' prices.

10.7 Complaints

10.7.1 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:

State Contracts Control Board
Level 23, McKell Building
2-24 Rawson Place
SYDNEY NSW 2000

10.8 Disclosure of information concerning successful and unsuccessful Quotations

10.8.1 In accordance with NSW Government Policy to publicly disclose details of its contracts, the Board may publish the following information ("public information") about an agreement awarded under this RFQ:

- (a) Details of the agreement (description of project to be completed or goods/services to be provided or property to be transferred; commencement date of the agreement; if applicable, the term of the agreement);
- (b) The full identity of the successful Respondent including details of cross ownership of relevant companies;
- (c) The price payable by the agency and the basis for future changes in this price;
- (d) The significant selection criteria used in Quotation assessment and their weightings;
- (e) Provisions for re-negotiation (where applicable).

10.8.2 The Board will not disclose the following information about any agreement awarded under this RFQ unless the Respondent agrees, or release is determined under the *Freedom of Information Act 1989* or is otherwise legally required:

- (a) The Contractor's financing arrangements;
- (b) The Contractor's cost structure or profit margins;

- (c) Items of the Contractor having an intellectual property characteristic(eg. non-tangible property that is the result of creativity, such as patentable ideas or inventions, trademarks, copyrights, etc.);
- (d) Any other matters where disclosure would, in the Board's view, place the Contractor at a substantial commercial disadvantage with its competitors both at the time of entering into the agreement and at any later date when there would be an effect on future competitive arrangements.

10.8.3 A Respondent may request that the Board not disclose particular information included in its Quotation but must give the reasons for requesting this. The Board will advise a Respondent in contention for an agreement what information it agrees not to disclose (unless legally required to do so). If the Board and a Respondent cannot agree about what should be disclosed, the Board will seek the advice of the Chair of the Board. The Board's decision is however final and is at the Board's absolute discretion. Neither a decision by the Board, nor a recommendation by the Chair of the Board under this paragraph is a decision that falls within any dispute resolution procedures specified in Part D.

10.8.4 The Board may publish the identities of all Respondents, but will not disclose other information included in an unsuccessful Quotation unless the Respondent agrees, or release is determined under the *Freedom of Information Act 1989* or is otherwise legally required.

10.8.5 For agreements valued over \$100,000, the Board will normally publish the names of Respondents when Quotations close, and the other public information about the agreement on the internet, within 90 days after award of the agreement. For other agreements the Board will disclose the public information on request.

10.9 Ownership of Quotations

10.9.1 All Quotations become the property of the Board on submission.

10.9.2 The Board may make copies of the Quotations for any purpose related to this RFQ.

10.10 Monitoring of Contractor Performance

10.10.1 During the course of the 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 or the internet at:

www.dpws.nsw.gov.au/NR/rdonlyres/ebwssn7k5yfsxvbbwly7mhpwmqec6elk2wb3hbuptrlypeir7otlr7ud7noad4jv6m5fdai5wy2566kasjlyfmwnoa/Service+Provider+Performance+Management.pdf

ATTACHMENT 1: SPECIAL CONDITIONS

The following special conditions apply to this RFQ:

1. NATURE OF AGREEMENT

The terms and conditions of Contract 036/801 are expressly incorporated into this RFQ as terms and conditions of any resulting agreement.

2. NO OBLIGATION

Contractors should note that they are not obliged to respond to this Request for Quotation and the Customer is not obliged to accept the lowest, or any, quotation(s) received.

3. OUTCOMES OF THE REQUEST FOR QUOTATIONS

The acceptance of any quotation received in response to this RFQ is at the sole discretion of NSW Health.

Quotations will be assessed on the basis of price against a basket/s, taking into consideration multiple products.

4. START DATE

The start date on which the Agreement is to commence will be agreed between NSW Health and the Contractor in consultation with Area Health Services.

5. TERM

The agreement resulting from this RFQ will be for a term of 12 months or, if the remaining term of the Deed of Agreement is less than 12 months, then the term will be for the remaining term of the Deed of Agreement.

6. APPLICATION

The terms and conditions of Contract 036/801 are expressly incorporated into this RFQ as terms and conditions of any resulting agreement.

7. PRECEDENT

In the event that there are any inconsistencies between this RFQ and the Deed of Agreement, the terms and conditions of this RFQ will prevail to the extent of any such inconsistencies.

8. NON-EXCLUSIVITY

Nothing in this RFQ implies, or will imply, that the Contractor is the exclusive Contractor to any divisional, regional or affiliated offices or agencies of the Customer.

9. THE CUSTOMER

Customers to be supplied under the Agreement resulting from this RFQ are to include all facilities and area health services within NSW Health.

10. PRICE VARIATION

Any Contract Price arising from this RFQ will be firm for the term of the Agreement. That is, any price variation provisions included in the Deed of Agreement will not apply to any Contract Price arising from this RFQ.

11. GROWTH DISCOUNTS – PRICE ADJUSTMENT

The following approach will apply to selecting the Contract Price to apply as AHS take up the selected preferred Contractor:

- a) Price adjustments will only be initiated once an AHS has confirmed commitment and supplied a clear date of commencement with the preferred contractor, and the contractor has agreed to that date.
- b) The pricing will be determined in accordance with the relevant percentage (%) (number of AHS committed) against the initial starting price quoted for the first 3 AHS.
- c) The Department of Commerce will adjust the pricing schedule accordingly and forward to all relevant and predetermined contacts.

12. CONTRACTOR NOT ENTITLED TO COMPENSATION AS A RESULT OF SHORTFALL IN SALES

In the event that actual sales under the Agreement are less than that stated in the Agreement, the Contractor will not be entitled to claim compensation as a result of such shortfall in sales.

13. REPORTING

The Contractor will be required to submit within 14 working days of the end of each month a Monthly Sales Report including the units and dollar value of sales for each product, by Area Health Service.

14. PERFORMANCE MONITORING

Quarterly reviews with NSW Department of Commerce will be conducted to determine sales achieved and actions required. NSW Health will be advised of any possible compliance concerns and the responsibility will reside with NSW Health to monitor and ensure compliance.



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

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

PART C: QUOTATION RESPONSE

REQUEST FOR QUOTATIONS:

Issued Under

Contract: 036/801 – Food Services

QUOTATION FOR BULK PURCHASE DISCOUNTS

ADMINISTERED BY NSW PROCUREMENT - CONTRACTING SERVICES

Your Company's Legal Name:_____

Your Company's Trading Name:_____

Your Company's ABN number:_____

Contact Name:_____

Contact Phone:_____

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PART C TENDER RESPONSE

1. PRICE SCHEDULE

The Price Schedule is in the form of an Excel spreadsheet.

Separate sheets with TAB's marked "Dry/Chilled" and "Frozen" have been created for the pricing of each basket.

The TAB marked "Specifications" details the minimum requirements of the items for each category as detailed in the pricing schedules

The sheet marked "Bed Days" is data provided in assistance to quantifying possible usage.

Estimated Units of Sales and \$sales have been provided against each of the items as a guide to all Contractors. These figures are not a guarantee of sales but a guide only.

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

DON'T insert or delete any columns or rows in the sheet. Inserting or deleting columns in any sheet will corrupt your bids for all items in that workbook.

Tenderer Responsibilities

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

2. OTHER DISCOUNTS UNDER CONTRACT 036/801 TO APPLY

Please advise whether other discounts already offered under Contract 036/801 will apply in addition to the discount for Increased Bulk Purchase (eg. Settlement discounts etc.).

Do other discounts already offered under Contract 036/801 apply in addition to the discount for Increased Bulk Purchase?

Yes/No

--

3. CONTRACTOR'S LEAD TIME

Please indicate your lead time required to commence any supply under the Agreement resulting from this RFQ.

--

4. CONTRACTOR'S CAPACITY TO SUPPLY THE REQUIRED QUANTITIES

Please indicate whether you have any constraints in capacity to supply the total unit quantities shown in Annexure A for any item categories that you are providing a quotation.

--

Discounts

NOTE: If a Contractor's offer is found to be successful then the further Discounts that may be offered are to be included as part of the agreement. However the discounts offered will not be evaluated.

5. DISCOUNTS FOR SINGLE MONTHLY INVOICING

NSW Health is preparing to establish a central point of invoicing and payment for this Contract. The intention is that a Contractor will only be required to issue a single monthly invoice for the State and a single cheque will be issued within 2 weeks. NSW Health will develop the invoice format.

In view of this centralised system what further discounts would you be prepared to offer, when in place and paid in accordance with above timeline?

Ensure the information given shows clearly the discount offer made.

--

6. LIST PRICE DISCOUNTS OFFERED FOR NON CORE RANGE

The RFQ pricing covers standardised core ranges only. If AHS individually or collectively (all AHS) agree to incorporate the non core range as part of the approved preferred Contractors' range what further percentage (%) discount to the current list pricing are you prepared to offer for non core range.

Ensure the information given shows clearly the discount offer made.

--

7. CAPABILITY OF CONTRACTOR TO DISTRIBUTE TO ALL AREA HEALTH SERVICES

It is highly desirable for the purpose of this RFQ is to select a preferred Contractor/s for the two baskets of goods which have the capability to distribute across the state of NSW.

Does your organisation have the capability to distribute to all required NSW Health sites across NSW?

Yes/No

If “**No**”, provide current capabilities.

--

8. COMPLIANCE WITH CONDITIONS CONTAINED IN THE RFQ

Do you agree to be bound by all the conditions contained in the RFQ?

Yes/No

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

Comments should clearly indicate the clause or condition that is referred to by name and number.

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BASKET 1: DRY & CHILLED PRODUCTS

Prefilled	Prefilled	Prefilled	Prefilled	Prefilled	Prefilled	Information to be provided by supplier													
Product Group	Item Type	Unit	Eaches/KG (for first 3 AHS only)	Spend (for first 3 AHS only)	Order Unit	Item No	Contractors Name	Contractors Product Code	Contractors Item Description	Manufacturer	Base Price \$ per Order Unit (excl GST) for NSCCAHS, HNEAHS & NCAHS	Order Unit (Ctn, Box)	Quantity per order unit - (eaches or KG)	GROWTH DISCOUNTS (This is the total discount that applies to all volume under the quote as additional AHS come on line)					Additional Information
														4th AHS	5th AHS	6th AHS	7th AHS	8th AHS	
Biscuits	Biscuits-sweet-PC	EACH	3,091,775	\$375,324	CTN	1.01													
	Biscuits-plain cracker-PC	EACH	496,800	\$49,027	CTN	1.03													
Biscuits Total			3,588,575	\$424,352															
Bottled Water	Bottled Water-600ml	EACH	2,398,624	\$681,796	CTN	1.04													
Bottled Water Total			2,398,624	\$681,796															
Cereal	Cereal-Shredded Wheat Biscuit- PC	EACH	416,100	\$133,701	CTN	1.05													
	Cereal-Corn-PC	EACH	315,446	\$131,131	CTN	1.06													
					CTN	1.07													
	Cereal-Bran-PC	EACH	135,628	\$70,500	CTN	1.08													
					CTN	1.09													
					CTN	1.10													
	Cereal-Rice-PC	EACH	117,180	\$51,971	CTN	1.11													
					CTN	1.12													
	Cereal-Muesli-PC	EACH	61,105	\$27,234	CTN	1.13													
					CTN	1.14													
Cereal Total			1,045,459	\$414,547															
Cheese	Cheese-Tasty Cheddar-PC-20g	EACH	373,550	\$121,280	CTN	1.15													
	Cheese-Tasty Cheddar-Sliced-500g	EACH	357	\$1,856	EACH	1.16													
	Cheese-Tasty Cheddar-Sliced-1.5kg	EACH	8,554	\$88,008	EACH	1.17													
	Cheese-Tasty Cheddar-Block-2.5kg	EACH	203	\$3,588	EACH	1.18													
	Cheese-Low fat-Cheddar-Sliced-1.5kg	EACH	368	\$6,072	EACH	1.19													
	Cheese-Low fat-Cheddar-Sliced-250g	EACH	2,747	\$5,844	EACH	1.20													
	Cheese-Sticks	EACH	15,120	\$4,800	CTN	1.21													
Cheese Total			400,898	\$231,448															
Coffee	Coffee-Standard-PC	EACH	2,245,200	\$123,717	CTN	1.22													
	Coffee-Decaffeinated-PC	EACH	213,980	\$28,917	CTN	1.23													
Coffee Total			2,459,180	\$152,634															
Dessert (chilled or shelf stable)	Dessert-Custard-PC	EACH	289,568	\$151,183	CTN	1.24													
	Dessert-Custard-Bulk	KG	25,985	\$41,576	TUB/BAG	1.25													
	Dessert-Baked Custard/Crème Caramel/Brûlée - PC	EACH	81,720	\$48,959	CTN	1.26													
						1.27													
	Dessert-Creamy Rice-Bulk	KG	11,106	\$48,440	TUB/BAG	1.28													
	Dessert-Creamy Rice-PC	EACH	31,848	\$15,000	CTN	1.29													
	Dessert-Creamy Sago-Bulk	KG	4,543	\$16,517	TUB/BAG	1.30													
	Dessert-Chocolate Mousse-PC	EACH	66,484	\$42,738	CTN	1.31													
	Dessert-Chocolate Mousse Diet-PC	EACH	15,600	\$7,373	CTN	1.32													
	Dessert-Dairy snack pack-Milo-PC	EACH	30,912	\$20,695	CTN	1.33													
						1.34													
		Dessert-Dairy snack pack-PC	EACH	16,944	\$13,217	CTN	1.35												
						1.36													
						1.37													
						1.38													
	Dessert-Dairy snack-Bulk	KG	2,930	\$25,300	TUB/BAG	1.38													
Dessert Total			577,639	\$430,997															
Drinks	Cordial Diet 2 ltr	EACH	13,793	\$33,392	CTN	1.39													
						1.40													
	Cordial 2 ltr	EACH	14,609	\$32,896	CTN	1.41													
						1.42													
	Soy Drink UHT	EACH	33,324	\$30,684	CTN	1.43													
	Lemonade	EACH	30,528	\$19,833	CTN	1.44													
Drinks Total			92,254	\$116,805															
Fruit Cake PC	Fruit Cake PC	EACH	105,240	\$39,040	CTN	1.45													
Fruit Cake PC Total			105,240	\$39,040															
Fruits & Jellies-Shelf Stable PC	Fruit - Shelf Stable-PC	EACH	993,220	\$686,712	CTN	1.46													
						1.47													
						1.48													
	Fruit Puree-Shelf Stable-PC	EACH	319,969	\$81,352	CTN	1.49													
						1.50													
	Jelly Fruits - Shelf Stable -PC	EACH	22,680	\$17,655	CTN	1.51													
						1.52													
						1.53													
						1.54													
	Jelly - Shelf Stable - PC	EACH	18,147	\$9,665	CTN	1.55													
					1.56														
Fruits & Jellies-Shelf Stable PC Total			1,354,016	\$795,384															
Milk UHT	Milk UHT - Full Cream - PC	EACH	808,825	\$78,385	CTN	1.57													
	Milk UHT Flavoured (Nippy's/Breakka) 250ml	EACH	94,542	\$60,043	CTN	1.58													
						1.59													
						1.60													
	Milk UHT - Skim - PC	EACH	286,700	\$31,796	CTN	1.61													
Milk UHT Total			1,190,067	\$170,224															
Sauces	Mayonaise PC	EACH	101,960	\$7,520	CTN	1.62													
	Sauce Tartare-PC	EACH	60,000	\$6,665	CTN	1.63													
	Salad Dressing-PC	EACH	29,220	\$2,670	CTN	1.64													
Sauces Total			191,180	\$16,855															
Seasoning	Pepper-PC	EACH	2,196,000	\$17,628	CTN	1.66													
	Salt -PC	EACH	1,580,000	\$8,356	CTN	1.67													
Seasoning Total			3,776,000	\$25,983															
Spreads	Margarine - PC	EACH	2,433,875	\$186,052	CTN	1.68													
	Jam - PC	EACH	1,106,800	\$102,975	CTN	1.69													
						1.70													
	Vegemite - PC	EACH	718,575	\$69,677	CTN	1.71													
	Honey - PC	EACH	355,114	\$68,648	CTN	1.72													
	Butter-PC	EACH	1,058,500	\$58,783	CTN	1.73													
	Marmalade - PC	EACH	406,000	\$37,015	CTN	1.74													
Spreads Total			6,078,864	\$523,151															
Sugar	Sugar - PC	EACH	11,584,000	\$123,556	CTN	1.75													
Sugar Total			11,584,000	\$123,556															
Sweetening agent	Sweetening agent - PC	EACH	3,050,000	\$20,117	CTN	1.76													
Sweetening agent Total			3,050,000	\$20,117															
Tea	Tea Bag - Cup	EACH	5,594,700	\$136,180	CTN	1.77													
	Tea Bag - Pot	EACH	357,660	\$22,710	CTN	1.78													
Tea Total			5,952,360	\$158,889															
Vegetables-shelf stable	Baked Beans-Canned-850g	EACH	7,972	\$13,191	CTN	1.79													
	Baked Beans-Canned-220g	EACH	6,970	\$5,019	CTN	1.80													
	Beetroot-Canned-A10	EACH	2,633	\$12,698	CTN	1.81													
	Beetroot-Canned-425g	EACH	20,702	\$6,91															